



**CITY OF HUBER HEIGHTS  
STATE OF OHIO  
City Council Meeting  
Regular Session  
January 24, 2022  
6:00 P.M.**

**City Hall - Council Chambers - 6131 Taylorsville Road**

1. **Call The Meeting To Order - Mayor Jeff Gore**
2. **Invocation - Pastor Louise Wilson Of The Lifepointe Church At 4555 Marshall Road, Kettering, Ohio**
3. **Flag Ceremony - Wayne High School Junior ROTC Honor Guard**
4. **Pledge Of Allegiance**
5. **Roll Call**
6. **Approval Of Minutes**
  - A. City Council Meeting Minutes - January 10, 2022
7. **Special Presentations/Announcements**
  - A. Culture And Diversity Citizen Action Commission Indigenous Peoples Essay Contest Awards Presentation - Members Of The Culture And Diversity Citizen Action Commission And Mayor Jeff Gore

8. **Citizens Comments**

9. **Citizens Registered to Speak on Agenda Items**

10. **City Manager Report**

11. **Pending Business**

A. An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 8; And Repealing Ordinances And Resolutions In Conflict Therewith.  
(second reading)

B. An Ordinance To Approve A Rezoning From Agricultural To Planned Residential And A Basic Development Plan For The Property Located On The East Side Of Bellefontaine Road And South Of Chambersburg Road And Further Identified As Parcel Number P70-03908-0126 On The Montgomery County Auditor's Map And Accepting The Recommendation Of The Planning Commission (Zoning Case 21-47).  
(second reading)

C. An Ordinance To Approve A Rezoning To Planned Residential And A Basic Development Plan For The Property Located At 6502 Old Troy Pike And Further Identified As Parcel Number P70 04004 0003 On The Montgomery County Auditor's Tax Map And Accepting The Recommendation Of The Planning Commission (Zoning Case 21-34).  
(third reading)

12. **New Business**

**ADMINISTRATION**

**Bryan Chodkowski, Interim City Manager**

A. A Resolution Declaring The Purchase Of Potable Water As A Valid Public Purpose And Authorizing The Purchase And Distribution Thereof On An As Needed Basis.  
(first reading)

B. A Resolution Creating A Special Jonetta Street Sewer Tap-In District For The Provision Of Sanitary Sewer To Certain Residential Properties.  
(first reading)

C. A Resolution Consenting To The Ohio Director Of Transportation To Resurface State Route 202 From Fishburg Road To The South Corporation Limit.  
(first reading)

- D. A Resolution Authorizing The City Manager To Negotiate And Enter Into A Development Agreement With Homestead Development, LLC With Respect To Senior Housing Near The Former Marian Meadows Site.  
(first reading)

13.        **City Official Reports and Comments**

14.        **Executive Session**

15.        **Adjournment**

AI-8152

Minutes A.

**City Council Meeting**

**Meeting Date:** 01/24/2022

Approval of Minutes - 1/10/22

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** None

**Date(s) of Committee Review:** N/A

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

City Council Meeting Minutes - January 10, 2022

**Purpose and Background**

Approval of the minutes from the January 10, 2022 City Council Meeting.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

There are no financial implications to this agenda item.

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**Attachments**

Minutes

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**1. Call The Meeting To Order - Mayor Jeff Gore**

The Huber Heights City Council met in a Regular Session on January 10, 2022.  
Mayor Jeff Gore called the meeting to order at 6:02 p.m.

**2. Invocation - Pastor Louise Wilson Of The Lifepointe Church At 4555 Marshall Road, Kettering, Ohio**

**3. Pledge Of Allegiance**

**4. Roll Call**

Present: Richard Shaw, Kathleen Baker, Mark Campbell, Nancy  
Byrge, Glenn Otto, Ed Lyons, Anita Kitchen, Don Webb, Jeff  
Gore

**5. Approval Of Minutes**

- A. City Council Meeting Minutes - December 13, 2021

**6. Special Presentations/Announcements**

- A. Swearing In And Oath Ceremony For Mayor Jeff Gore – Mrs. Toni Gore

The Oath of Office for Mayor Jeff Gore was administered by Mrs. Toni Gore.

- B. Swearing In And Oath Ceremony For Mr. Mark Campbell, Ward 5 Councilmember –  
Mayor Jeff Gore

The Oath of Office for Mark Campbell was administered by Mayor Jeff Gore.

- C. Swearing In And Oath Ceremony For Mrs. Nancy Byrge, At Large Councilmember –  
Mayor Jeff Gore

The Oath of Office for Nancy Byrge was administered by Mayor Jeff Gore.

- D. Swearing In And Oath Ceremony For Ms. Kathleen Baker, Ward 3 Councilmember –  
Ms. Cayley Baker

The Oath of Office for Kathleen Baker was administered by Ms. Cayley Baker.

- E. Swearing In And Oath Ceremony For Mrs. Anita Kitchen, Ward 4 Councilmember –  
Mr. Joe Braden

The Oath of Office for Anita Kitchen was administered by Mr. Joe Braden.

- F. Huber Heights Military And Veterans Commission Outstanding Veterans Service  
Award Presentation To Mr. Brandon McClain - Mr. Albert Griggs, Jr., Chair Of The  
Huber Heights Military And Veterans Commission, And Mayor Jeff Gore

Members of the Military and Veterans Commission (MAVC) joined Mr. Albert Griggs, Chair, to recognize Montgomery County Recorder Brandon C. McClain for initiating programs and services provided to Montgomery County veterans. He said generally the MAVC presents awards to Huber Heights residents supporting veterans and the MAVC has now expanded to looking at people who do things for veterans that affect veterans from Huber Heights. He said there was no one better to receive this award than Mr. McClain. He read and presented Mr. McClain with the Outstanding Veteran Service Award. He said Mr. McClain is the first elected official to receive the Outstanding Service Award.

Mr. McClain said he is overwhelmed and humbled by the award. He said he is proud to stand up with his fellow veterans to work to make sure all veterans, people who were prepared to give everything, receive the best because that is what the veterans were prepared to give to us. He said there are other great things in the pipeline to improve the quality of life for local veterans.

**7. Citizens Comments**

There were no Citizens Comments.

**8. Citizens Registered to Speak on Agenda Items**

There were no Citizens Registered To Speak On Agenda Items.

**9. City Manager Report**

Interim City Manager Bryan Chodkowski said the closing date for the sale of the land for the Huber Heights Library is January 13, 2022. He said City Staff received proposals back today regarding the 2022 Water Main Replacement Program. He said three proposals were received from Choice One Engineering, the Kleinger Group, and Norfleet, Brown, and Petkewicz. He said the proposals are being evaluated by City Staff, and he expects contracts to be awarded next week. He said there is a schedule for the Water Utility Integrity Study. He said City Staff will begin that process with the legislation tonight and City Staff will have legislation to award that contract on February 28, 2022, with a tentative completion date of September 1, 2022. He said that date will not be in time for the capital budget, but it will be in time for the overall operational budget of the City.

**10. Pending Business**

There was no Pending Business.

**11. New Business**

**CITY COUNCIL**  
**Anthony Rodgers, Clerk of Council**

- A. A Motion To Appoint The City of Huber Heights Vice Mayor For 2022.

Mayor Gore said at the last Council Work Session there were two nominations for the 2022 Vice Mayor; one for Mr. Campbell made by Ms. Baker and one for Mr. Otto made by Mr. Shaw, and he said the voting goes in the order the nomination were made.

Ms. Baker moved to appoint Mark Campbell as the 2022 Vice Mayor; Mrs. Byrge seconded the motion. On a call of the vote, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Lyons, and Mr. Webb voted yea; Mr. Otto, Mrs. Kitchen, and Mr. Shaw voted nay. The motion passes 5-3.

- B. A Motion To Approve The 2022 Huber Heights Rules Of Council Effective January 10, 2022.

Clerk of Council Anthony Rodgers said the only amendment from the 2021 Rules of Council to the 2022 Rules of Council is an amendment to reflect the agreed upon time change to the City Council Meetings from 7:00 p.m. to 6:00 p.m.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

Mr. Campbell moved to adopt; Mrs. Kitchen seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Mr. Shaw, and Ms. Baker voted yea; none voted nay. The motion passes 8-0.

- C. A Motion To Appoint Anthony Windsor To The Military And Veterans Commission For A Term Ending December 31, 2024.

Mr. Rodgers said this motion is the recommendation of the City's interview panel to fill a vacancy on the Military and Veterans Commission. He said this gentleman is a very enthusiastic veteran who would like to join this commission.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

Mr. Shaw moved to adopt; Mr. Otto seconded the motion. On a call of the vote, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, and Mr. Campbell voted yea; none voted nay. The motion passes 8-0.

- D. A Resolution Appointing The Public Records Training Designee For Members Of The City Council Of Huber Heights, Ohio Under Ohio Revised Code Sections 149.43 And 109.43.  
(first reading)

Mr. Rodgers said there is a requirement under the Ohio Public Records Law that each Councilmember and the Mayor for each term of office either attend the required public records training or designate someone to attend the training on their behalf. He said he is the designee under this resolution, but that designation does not preclude any Councilmember or the Mayor from attending the training on their own.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

Mrs. Byrge moved to adopt; Mr. Webb seconded the motion. On a call of the vote, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; none voted nay. The motion passes 8-0.

- E. An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 8; And Repealing Ordinances And Resolutions In Conflict Therewith.  
(first reading)

Mr. Rodgers said this legislation covers the most recent adoption of legislation and the incorporation of this legislation into the City Code as Supplement 8. He said this ordinance has been advertised in a newspaper of general circulation as required by the City Charter. He said the recommendation is to pass this item to a second reading.

Mayor Gore said the Council Work Session recommendation was to pass this item to a second reading.

- F. A Public Hearing Scheduled For January 10, 2022 By The Huber Heights City Council For Zoning Case 21-47. The Applicant Is Campbell Berling. The Applicant Is Requesting Approval Of A Rezoning From AG (Agricultural) To PR (Planned Residential) And A Basic Development Plan For Property Located On The East Side Of Bellefontaine Road And South Of Chambersburg Road And Further Identified As Parcel Number P70 03908 0126 On The Montgomery County Auditor's Map.

Mr. Chodkowski said this case, ZC 21-47 is for the rezoning of approximately 23 acres on Bellefontaine Road. He said the applicant is Campbell Berling and the development is residential in nature. He said the property is currently zoned Agricultural. He gave a presentation showing the location and the water feature overlay. He showed the proposed layout which was recommended by the Planning Commission on December 14, 2021, which reflects 132 duplex owner-occupied units in a variety of styles and layouts and he discussed the floor plans for the single and two-story units. He said the Planning Commission unanimously recommended approval of this particular subdivision with stipulations that the plan approved be the one dated November 16, 2021; that minimum setbacks of 25 feet be required for the front yards, 25 feet for the rear yards with 15 lots having an exception with rear setbacks of 20 feet; that the side yard setbacks be a minimum of 6 feet with a total side yard setback of 15 feet; that an average of 40 percent of the front facade be stone or brick; that required acceleration and deceleration lanes be installed pending a traffic impact study; conformance to petroleum easement requirements which bifurcate the property from southwest to northeast; and that before any permits be approved and presented to the developer that the Detailed Development Plan be approved by the Planning Commission.

Mayor Gore called on representatives of Campbell Berling for a presentation or comments.

Mr. Bob Krohngold of Campbell Berling Huber Heights said the area is a transition area. He said there is a nearby commercial use for a 100-unit assisted living facility on 18 acres, there is an industrial use for the Metronet and electric tower to the north, and there are complications with this site as far as the gas pipeline going through the site and the stream on the north side. He said consultants have reached out to City Staff regarding a traffic impact study and a wetlands and stream impact study, and as part of the process when the final development plan is submitted, those issues should be answered. He said this is a good product for the City. He said in looking at the census information, there were 100 residents who left the City last year and perhaps this product would cater to some of those folks who would have sought different living circumstances and left the City. He said the company has had great success and acceptance of the product. He said Greg Berling is here as well to answer any questions.

Mr. Greg Berling discussed the history of the company. He said Campbell Berling developed two projects in Huber Heights, and he said City Staff has been great to work with on the project. He said there are eleven communities in Cincinnati, Northern Kentucky, and Louisville that Fisher Homes is building this product in. He said it provides a great quality of life. He said the townhomes provide housing for young professionals and families who then transition from those homes to single family homes. He said the patio product is one-level living which allows people who raised their families in Huber Heights to stay in Huber Heights, but who are older and want first floor living. He said the HOA maintains all the landscaping and yards and does snow removal. He said it maintains consistency throughout the community.

Mayor Gore asked the Law Director to make comments or provide any additional information.

Seeing none, Mayor Gore called on any other representative of the City of Huber Heights to make comments or provide any additional information.

Mrs. Byrge asked when the water impact and traffic studies are anticipated to be done.

Mr. Berling said those studies will be done in the next thirty to sixty days. He said Choice One will be doing the traffic study and the environmental assessment will be done by Ramboll.

Mrs. Byrge asked how broad the environment study will be in scope.

Mr. Berling said the environmental study just looks at the development property and the impact on that property.

Mrs. Byrge said there is a stream on the neighboring property and asked if this study will look at water runoff due to the impervious surfaces.

Mr. Berling said that issue is not done on the environmental consulting, it is done on the stormwater design by the engineer. He said that work will be done after the other studies and he explained the process.

Mayor Gore asked what is the EPA rule about moving water from one parcel of property to the other.

Mr. Berling said the plans go to the State of Ohio and the developer receive a PTI (Permit To Install) through the State of Ohio for stormwater, sanitary and water connections. He said stormwater wise, those impervious surfaces and all the runoff have to be detained in a detention basin for a period of time and then released, and the release of water outside of the property lines has to equal what it is now. He said the engineers take care of that process. He said it is based off of calculations agreed to by the State of Ohio and the City and is part of the subdivision regulations.

Mayor Gore asked if the EPA changed its guidelines recently in terms of how fast retention or runoff can build up versus how long it has to stay and how quickly can the water be dispersed throughout other properties.

Mr. Chodkowski said the EPA has changed the regulation in the last few years in that the regulation is no longer about discharging the same volume of water at the same frequency prior to the development. He said the EPA tries to retain the water longer, so saturation occurs down through the soil as opposed to being discharged through the outlet pipe. He said that is an issue the City is experiencing in another part of town. He said the detention pond was constructed for the more conventional outlet and would fill up less and discharge more. He said that is how the first residents in the area experienced that retention/detention facility; then subsequently the EPA changed the rule and when that subdivision was expanded. He said this subdivision would be built under the new regulations of the EPA where the objective is to try to hold the stormwater longer.

Mr. Berling said the design will be done by a professional engineer. He said it is out of Campbell Berling's hands, it is done per established regulations.

Mrs. Byrge said the City will be holding a bond, so if in the period of construction and before everything is dedicated, if there are problems with runoff or anything else, the developer would be obligated to fix those issues.

Mr. Chodkowski said there are multiple ways in which the City could address the issue whether it be delaying permits for future phases or other avenues; and also there is a maintenance bond required as part of the project to ensure the project is being developed in accordance to the standards.

Mr. Berling said Huber Heights does inspections while the work is being done and that is another level of quality control.

Mr. Webb asked Mr. Chodkowski what happens to the requirement for the acceleration/deceleration lanes pending a traffic study. He said that requirement

would significantly impact the design before Council if a lane is required.

Mr. Chodkowski said the study would review and evaluate the traffic patterns as it is relative to the projected traffic patterns. He said should the traffic study come back and recommend perhaps both an acceleration and deceleration lane approximately 70 feet in length that would be necessary to sustain or maintain the current traffic rate, based on that finding the developer would have to submit a modified plan to reflect that finding from the impact study because that is conditioned as part of this approval. He said the developer could come back and not do the project. He said the study might find one is necessary and not the other, but that finding would require the applicant to modify the plan and that modification would have to be approved by the City Engineer.

Mr. Webb asked if such a change would be a Minor Change or a Major Change.

Mr. Chodkowski said it is possible there are any number of things that might facilitate the plan coming back; for instance, stormwater calculations. He said if the pond needed to be larger, that change affects the density of the project, and that would kick it back to the Planning Commission for an amendment to the Basic Development Plan. He said any investigatory change that comes out of the more detailed work the applicant has to do that would affect this plan could result in a return to the Planning Commission and a return to Council for modification of the Basic Development Plan.

Mayor Gore asked if there is anyone present who wishes to speak in favor of approval of the issue.

Seeing none, Mayor Gore asked if there is anyone present who wishes to speak against the approval of the issue.

Mr. Ron Deak said at the Planning Commission meeting, no one asked those in attendance any questions. He said Mr. Stewart asked if there was any way to stop it, and he was told no. He said Mrs. Vargo said the developer owns the land and can choose anything it wants to develop. He read a memorandum from Mr. Jason Foster to the Planning Commission regarding Section 1171.61. He said City Staff must follow the rules. He said the Planning Commission should have voted it down. He said the Comprehensive Development Plan should be followed. He said because a developer has an option to purchase or own property, does not give the developer the right or authority to do whatever it wants. He said he encourages development, he just wants it to follow the rules.

Mayor Gore stated Mr. Deak's five minutes had ended.

Mr. Lyons said he is not aware of any time limitations in a public hearing. He said Citizens Comments have a five-minute limit. He asked Mayor Gore to cite where the time restriction is defined.

Mr. McDonald confirmed for Mayor Gore that as the Presiding Officer, he can set a time limit as long as it is reasonable.

Mr. Otto asked Mr. Deak what plans or policies are not being followed.

Mr. Deak said two vehicular entrances are required based on the density. He said this development has one entrance for 130 plus units.

Mr. Chodkowski said the Fire Division reviewed the plan, and it is acceptable for public safety purposes.

Mr. Deak said the Comprehensive Development Plan dictates it should be commensurate with the area. He said the City adopted a Comprehensive Development Plan which should be followed. He said in his calculations, the retention pond has to hold 100 percent due to the density and impervious surfaces based on a ten-year storm.

Mr. Shaw said he reviewed Mr. Deak's email sent to Council on January 2, 2022 listing twelve items of concern. He asked what questions Mr. Deak has not

received any answers to.

Mr. Deak replied to arbitrarily change the setbacks from 25 feet to 20 feet, a real traffic study, emergency response, two entrances, lift station location, the open space requirements, and the brick requirement in the ordinance which is 25 percent of the unit not just the front. He also discussed where the cluster mailboxes will go.

Mrs. Byrge said a lot of those answers and studies will be presented before the developer can go back to the Planning Commission. She said from the standpoint of Council, the developer has acknowledged what the questions and challenges are, and it is incumbent upon the developer that it provide those answers before it can get approval. She said the Planning Commission needs to know what the concerns are that everyone has and task them before anything is approved to make sure those concerns have been addressed.

Mr. Deak asked how do the residents ensure that if the Council approves this zoning change that their questions are answered.

Mayor Gore said Mr. Walton is the Chair of the Planning Commission. He said there is a large list of things that need to be accomplished prior to any Detailed Development Plan approval and before any type of construction. He said Council will work to make sure the questions are answered by the developer and the Planning Commission.

Mr. Michael Harmon said he owns a property just north of the property in question along Bellefontaine Road. He said he opposes the development as proposed. He said when the Planning Commission met, there was no question as to why the change was happening from the Comprehensive Development Plan flavor of housing to the more dense development. He said he wondered himself why that did not occur. He said the minutes reflected there was no correspondence against, and yet there was a lot of discussion against the property. He said it was not clear to him why the minutes do not reflect the homeowners' opinions. He said he sent an email to Council, and he bought his property for the view it has knowing there could be some houses there, but he does not want to look at a wall of backyards. He said the land slopes and a privacy fence would do nothing. He said the development would destroy the view he moved from Beavercreek to here to get.

Mrs. Byrge said it is a normal practice when a new development comes in that the developer put in a natural buffer. She said a buffer is something that she hopes Campbell Berling considers.

Mr. Berling said he would be willing to commit to doing a buffer, and he has no problem putting that buffer as a condition.

Mrs. Cindy Smith said this new project does not fit in the area. She said to the north, east, and south all homes are on 3 to 11 acres. She said to the west is The Oaks. She said the density of the adjoining property at maximum is 0.33. She said the density of this project is 5.7. She said it is more than 17 times the density of the adjoining project. She said the Planning Commission exceeded its authority by approving this development. She said Section 1171.06 clearly states no approval shall be given unless it is consistent with the Comprehensive Development Plan. She said the Comprehensive Development Plan calls for single family detached homes on medium to large lots and this development does not comply. She said she is surprised this product left the Planning Commission with no mitigation for the impact on the surrounding acreages. She said there are no buffer zones, no building restrictions on the homes that abut the surrounding homes, and no intention or plan to try to alleviate trespassing that occurs when an urban project is put next to a rural project. She said this is an urban design in a rural setting. She said she asked why, and the answer was it is an available piece of land that has been for sale for a long time. She said big cities have defined plans for growth and follow generally accepted planning philosophies and one is to taper growth from urban to suburban to semi rural to rural. She said urban living is generally along major corridors. She said as this development does not fit or follow the Comprehensive Development Plan, she asked Council to modify the project to comply with the Comprehensive Development Plan and require mitigations to respect the lifestyles of the surrounding residents; or please vote no on this application.

Mr. Lyons said Mrs. Smith brought up Section 1171.06 regarding comprehensive development. He said the original plan had single family homes and this one has duplexes. He said he sent an email to Gerald McDonald, and he responded, and he asked Mr. McDonald to comment on the issue.

Mr. McDonald said this development is in a PUD and the PUD section does provide, inherent in the PUD regulations, an opportunity for property owners to develop sites without regard to strict compliance with all zoning regulations. He said when you are dealing with a PUD, the whole aspect is you do not have a strict following of the rules. He said it is his understanding the Comprehensive Development Plan says single family or family detached houses. He said it is not clear to him, and he has not reviewed the plan. He said the Comprehensive Development Plan is a planning tool, it is not the law. He said Council makes the law. He said the Planning Commission is supposed to interpret the plan and whether this is consistent with the plan, and actually what is consistent with the plan? He said consistent with the plan is, is it single family or is it single family detached homes. He said there is an argument made this development is still consistent with the plan, especially given that it is a PUD where there are supposed to be deviations. He said the Comprehensive Development Plan is ten years old and someone commented it is being looked at again. He said there has been talk that at least one development has deviated from the Comprehensive Development Plan which suggests the plan is ripe for change. He said it is hard to say that definitively this project is contrary to the Comprehensive Development Plan. He said the argument could be made either way.

Mr. Lyons said he was in a conversation earlier today, trying to explain that information, and as he was listening to what he said it was nebulous. He said there is no violation from what the Planning Commission did. He said the rules the City is following are broad and there is no definitive negative decision that anything has been wrong. He said that is difficult to articulate to residents. He asked if that is correct that nothing was definitively done wrong or inappropriate because what was said here sounds like it was not done correctly. He said if a single family home is not that much different than a duplex, it is in that gray area.

Mr. McDonald said that is fair. He said ideally it would be nice if the Planning Commission had gone into more detail than it did. He said in his review of the minutes there were two lines. Mr. McDonald said his interpretation is going to be that things were done correctly. He said there is a presumption that the Planning Commission knows what it is doing and knows what the rules are when it acts. He said based on what he saw, he did not see anything that stood out as a blatant violation. He said as he mentioned to Mr. Lyons, if there was a violation, there is no mechanism to go back to the Planning Commission. Under this case, Council needs to take the action.

Mr. Lyons said to Mrs. Smith, with the strict reading, he tends to agree with her. He said when the Law Director speaks, that is going to be what Council follows. He said that does not mean that is the way he is going to vote on this particular issue.

Mrs. Smith said the applicant is using a 5-0 approval from the Planning Commission and asked would it have been 5-0 if it had been applied strictly and had there been more discussion allowed at the Planning Commission.

Mr. Lyons thanked Mrs. Smith for the way she handles herself, the questions she asks, and for bringing this issue to his attention.

The board representative of The Oaks said she agrees with her peers in terms of the technical concerns. She said she has been a resident of Huber Heights for twenty years but only in The Oaks for two and a half years. She said if the development is looking at young families and young professionals, her only concern is a safety one. She said with Cottonwood Park being on Fishburg Road, there are no sidewalks and that is a huge safety issue. She said the development within The Oaks is full of children riding their bikes to and from Cottonwood Park. She said new homes are being built there now, and it is complicated to get to and from across the street. She said there are kids riding their bikes to and from school all the way down Chambersburg Road and Fishburg Road to Weisenborn Junior High School and Wayne High School. She said her serious concern is the safety aspect. She said while



she is opposed to the new development which is high traffic for the residents, she would say the lack of sidewalks is more of a safety issue.

Mayor Gore said Councilmembers are aware of that issue. He deferred to Mrs. Byrge.

Mrs. Byrge said she has been pushing for sidewalks there and on Bellefontaine Road on the west side. She said she requested a solar flashing pedestrian crossing sign be placed there because of the children going back and forth to Cottonwood Park. She said when Council goes forward with the sidewalk budget, those projects will be in the budget.

Mr. Harold Collier said he bought the property to the east of this development. He said looking at the map, he does not know how recent a view of the creek it is and where the waterway runs. He said he does not know if what Council is looking at is accurate. He said he recently moved out of Dayton to Chambersburg Road to get away from neighbors. He said he understands development, and it sounds like a good idea because it has been for sale for a long time. He said the 14 acres he bought was for sale for a long time, and he does not plan on developing it. He said because it is available, does not mean it is the right thing to do. He said his concern would be for the neighbor to the north as far as privacy. He said there was a comment that duplexes are not much different from single family homes. He said probably not a lot of the people in the room live in a duplex, so it has to be a little different. He said that area is zoned Agricultural and shooting of firearms is common. He asked if there will be a residential area directly behind what is zoned Agricultural, and now it is a safety concern.

Mrs. Byrge asked if there is active hunting on that property?

Mr. Collier said there is active hunting and tree stands.

Mrs. Byrge asked Mr. Berling how when he can avoid going beyond the plat due to the issues the two gentlemen brought up regarding the neighboring properties.

Mr. Berling said when referring to looking beyond the borders of the property, the engineers when doing the stormwater analysis are determining how much water is entering the property and how much needs to leave. He said as Mr. Chodkowski said it has to retain 100 percent of the water and release it at a rate consistent with requirements of the City and the State of Ohio. He said he trusts the engineers and the municipalities for the reviews.

Mr. Webb said in the meeting packet there was a more detailed topographical layout that showed the stream. He said it appears the engineers have placed that shaped placeholder retention pond based on that layout. He said typically in the Planning Commission, you see that pond as a placeholder, but it may or may not reflect what comes into play with a real retention pond there once it is sized correctly. He said it looks like the plan has room for more expansion. He said his question goes back to that resident who said it does not appear that the stream is going through the overlay the way he sees it from his property. He asked how much consideration was given to the 100-year flood plain going through there.

Mr. Berling said the aerial is from GIS, and he does not know the date. He said when they do a full detailed topographical study it will identify if the stream course has changed, and then they have to stay out of it. He said with a hundred-year flood plain when it is identified on a FEMA map, they stay away from those areas. He said that is why they have all the consultants and engineers. He said the engineers size the detention basin based off of the hard surface proposed. He said it could be bigger or smaller.

A gentleman asked the price range of these units, and he said these units are multi-family units because the units are attached homes.

Mr. Berling said there are four products, and the base price starts at \$230,000. He said there are also finish levels to choose from with the products. He said this is a product Fisher Homes developed six or seven years ago. He said Fisher Homes will be the only builder here. He said Fisher Homes has a good reputation of finishing products.

Mayor Gore asked who is the target market.

Mr. Berling said the townhomes would be targeted for young professionals and young families and are geared toward the millennial buyer. He said the patio product is first floor living, so that is someone moving from a bigger house that do not need or do not want the second floor anymore.

Ms. Melanie Toles asked if these are attached homes and there is an HOA, are these condos? She said someone said this development would help to retain people, but at a price point of \$230,000 and above who will be buying those homes? She also asked who would be paying for the acceleration/deceleration lanes. She said the City already spent a million dollars and the road was blocked off for months. She asked would the City or developer pay for that work. She said The Oaks' residents are worried about their property values. She said Fisher Homes took over from Inverness. She said she was one of the last people to build, and with Fisher Homes it was a back and forth, and it was difficult to get them to finish anything.

Mr. Berling said these are not condos, the units are individually platted lots. He said with a condo you would have multiple units on one lot. He confirmed for the Mayor that the HOA is responsible for the outside maintenance of the property to include siding, gutters, etc. He said Campbell Berling pays for the acceleration/deceleration lanes. He said Fisher Homes has a good reputation with Campbell Berling. He said Fisher Homes does a detailed market analysis before entering into a contract with the developer, and Fisher Homes feels this site will be successful.

A resident asked who is paying for the road if it needs to be widened?

Mr. Berling said if the traffic study determines road improvements or upgrades are needed, Campbell Berling pays for that construction.

Mayor Gore asked members of the Huber Heights City Council to make or provide any additional information.

Seeing none, Mayor Gore asked one last time if there is anyone who wishes to speak in favor of or against the approval of the issue.

Mayor Gore said barring further comments, the Public Hearing by the City Council for Planning Commission Case ZC 21-47 is hereby closed.

Mayor Gore said the change of meeting start times from 7:00 p.m. to 6:00 p.m. caused a little confusion with the new Pastor for invocation. He said before moving on to the administrative items on the agenda, he invited Pastor Louise Wilson to the podium for the invocation. Pastor Louise Wilson gave the invocation originally scheduled for the beginning of the meeting.

## **ADMINISTRATION**

**Bryan Chodkowski, Interim City Manager**

- G. An Ordinance To Approve A Rezoning From Agricultural To Planned Residential And A Basic Development Plan For The Property Located On The East Side Of Bellefontaine Road And South Of Chambersburg Road And Further Identified As Parcel Number P70-03908-0126 On The Montgomery County Auditor's Map And Accepting The Recommendation Of The Planning Commission (Zoning Case 21-47). (first reading)

Mr. Chodkowski had no additional comments.

Mayor Gore said at the end of the Council Work Session, moving this item to a second reading was discussed. He said with all the questions that were raised tonight and further discussions, he said it is appropriate to move this item on to a second reading. He asked if there were any objections. Seeing none, Mayor Gore said this item will be moved to a second reading and Council will discuss it at the next Council

Work Session as well. He thanked The Oaks' residents for their attendance and interest.

- H. A Resolution Authorizing The City Manager To Execute An Agreement With Yard & Company To Update The City's Comprehensive Development Plan.  
(first reading)

Mr. Chodkowski said this resolution authorizes an agreement with the Yard Group. He said it is incumbent upon the City to update its Comprehensive Development Plan approximately every ten years to account accurately for how the City is growing and developing. He said this agreement is a regularly scheduled update to the Comprehensive Development Plan.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

Mr. Webb moved to adopt; Mr. Otto seconded the motion. On a call of the vote, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Otto voted yea; none voted nay. The motion passes 8-0.

- I. A Resolution Authorizing The City Manager To Execute An Agreement With Community Planning Insights, LLC.  
(first reading)

Mr. Chodkowski said this resolution would provide the opportunity to contract for professional planning services until such time as the City can appropriately fill in its leadership positions and bring that function back in house.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

Mr. Campbell moved to adopt; Mrs. Byrge seconded the motion. On a call of the vote, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Otto, and Mr. Lyons voted yea; none voted nay. The motion passes 8-0.

- J. An Ordinance Authorizing The Vacation Of Huber Road, And Declaring An Emergency.  
(first reading)

Mr. Chodkowski said this ordinance empowers the City to fulfill its partnership obligation with Broad Reach for the development of the northeast corner of Taylorsville Road and Old Troy Pike. He said there are portions of this site that are ready to develop immediately and passage of this legislation as an emergency would enable portions of that project to begin sooner rather than later.

Mayor Gore said the Council Work Session recommendation was to waive the second reading and adopt this item.

Mrs. Byrge moved to waive the second reading; Ms. Baker seconded the motion. On a call of the vote, Mr. Webb, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Lyons voted yea; Mr. Shaw and Mrs. Kitchen voted nay. The motion to waive the second reading fails 5-2.

Mayor Gore said this item will be passed to a second reading.

- K. A Resolution Authorizing The 2021 Spending Limits With Vendor Landscape Structures For The Purpose Of Purchasing And Installing Playground Equipment For The City Of Huber Heights.  
(first reading)

Mr. Chodkowski said this legislation empowers City Staff to purchase two sets of play equipment, one for the Eichelberger Amphitheater which is the scheduled apparatus the City intended to buy in 2022 and one for the replacement of the damaged play structure at Community Park.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

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

- L. A Resolution Authorizing The City Manager To Award The Purchase Of An Aerial Truck With Sutphen Towers And Waiving The Competitive Bidding Requirements. (first reading)

Mr. Chodkowski said this legislation authorizes the acquisition of a ladder truck. He said this is being purchased through Sourcewell Purchasing Cooperative which pre-qualifies vendors through the competitive purchase pricing, and that is why City Staff is asking Council to waive the competitive bidding requirements.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

Mrs. Byrge moved to adopt; Ms. Baker seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Mr. Shaw, and Ms. Baker voted yea; none voted nay. The motion passes 8-0.

- M. A Resolution Authorizing The City Manager To Enter Into A Contract Modification With The Aero-Mark Company For The Pavement Markings At Different Locations. (first reading)

Mr. Chodkowski said this items provides for a \$300 plus modification to the existing contract over the \$25,000 limit for regular recurring work within the City for pavement marking.

Mr. Otto moved to adopt; Mr. Campbell seconded the motion. On a call of the vote, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, and Mr. Campbell voted yea; none voted nay. The motion passes 8-0.

- N. A Resolution Authorizing The City Manager To Solicit A Request For Proposals From Qualified Consulting Engineering Firms To Provide A Water Distribution System Integrity Study. (first reading)

Mr. Chodkowski said this legislation will authorize a Request For Proposals (RFP) for the Water Distribution System Integrity Study. He said he anticipates having legislation back before Council on February 28, 2022 to award this project. He said this project is to help City Staff identify and understand why the City continue to have issues with the water mains and the ways and means to mitigate or reduce those breaks.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

Mrs. Byrge moved to adopt; Mr. Shaw seconded the motion.

Mr. Webb asked how many firms will this RFP go to?

Mr. Chodkowski said at this point, the City Engineer has identified half a dozen firms who have the capability to respond to this RFP effectively.

On a call of the vote, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; none voted nay. The motion passes 8-0.

- O. A Resolution Authorizing The City Manager To Award A Contract To RA Consultants, LLC For The Water Survey – Phase II And Waiving The Competitive Bidding Requirements.  
(first reading)

Mr. Chodkowski said this item is to provide for Phase II of the Water Survey. He said Mr. Shaw also made an inquiry at the Council Work Session about whether or not including meters in Phase II would be worthwhile. He said the additional cost to do that work is \$27,500. He said as a result, City Staff would recommend Council proceed with the original proposal as presented tonight.

Mayor Gore said the Council Work Session recommendation was to adopt this item.

Mr. Shaw moved to adopt; Mr. Campbell seconded the motion. On a call of the vote, Mr. Lyons, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Otto voted yea; none voted nay. The motion passes 8-0.

## **12. City Official Reports and Comments**

Mr. Shaw said before continuing, he asked Mr. Rodgers what is the procedure for a motion to reconsider for an ordinance that failed this evening.

Mr. Rodgers said the ordinance goes to a second reading automatically because the waiver of the second reading failed.

Mr. Shaw asked if it could be brought up for a vote to waive the second reading, but continue the thirty-day effective period as non-emergency legislation.

Mr. Rodgers said if it was amended to remove the emergency clause and then waived, it would allow it to be adopted but without the emergency clause. He said it could be reconsidered.

Mr. McDonald and Mr. Rodgers said someone who voted against it would have to make the motion to reconsider and then it would have to be amended to strip the emergency clause from the title and the section dealing with an emergency, and then it could be adopted. He said there would also have to be a motion to waive the second reading.

Mr. Shaw moved to reconsider Item 11-J, the ordinance regarding the vacation of Huber Road; Mr. Otto seconded the motion.

Mr. Webb asked Mr. Shaw to clarify the reason to reconsider the ordinance.

Mr. Shaw said it can be passed here tonight and shorten the time period until it is effective. He said he did object to the emergency clause at the Council Work Session; it is his reasoning to have this item move forward just without the emergency clause.

On a call of the vote, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Otto, and Mr. Lyons voted yea; none voted nay. The motion passes 8-0.

Mr. Shaw made a motion to amend the ordinance in Item 11-J to remove the emergency clause from the title and to remove Section 3 and to add a restated Section 3 with standard language for non-emergency legislation; Mr. Lyons seconded the motion.

Mr. Campbell asked if this delay negatively affects the project.

Mr. Chodkowski said this scenario was reviewed with the developer who was aware this action might be a potential outcome.

On a call of the vote, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, Mrs. Byrge,

In Council Chambers  
6131 Taylorsville Road

January 10, 2022

Mr. Otto, Mr. Lyons, and Mrs. Kitchen voted yea; none voted nay. The motion passes 8-0.

Mr. Campbell moved to waive the second reading on Item 11-J; Mr. Lyons seconded the motion. On a call of the vote, Mr. Shaw, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Otto, Mr. Lyons, and Mr. Webb voted yea; Mrs. Kitchen voted nay. The motion passes 7-1.

Mr. Otto moved to adopt the amended and reconsidered Item 11-J - An Ordinance Authorizing The Vacation Of Huber Road; Mr. Shaw seconded the motion. On a call of the vote, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Otto, Mr. Lyons, Mrs. Kitchen, Mr. Webb, and Mr. Shaw voted yea; none voted nay. The motion passes 8-0.

There were no other City Official Reports And Comments.

**13. Executive Session**

There was no need for an Executive Session.

**14. Adjournment**

Mayor Gore adjourned the Regular Session City Council Meeting at 8:45 p.m.

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

AI-8160

**Special Presentations/Announcements    A.**  
**City Council**

**City Council Meeting**

**Meeting Date:** 01/24/2022

Culture and Diversity Citizen Action Commission Indigenous Peoples Essay Contest Awards Presentation

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** None

**Date(s) of Committee Review:** N/A

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Culture And Diversity Citizen Action Commission Indigenous Peoples Essay Contest Awards Presentation - Members Of The Culture And Diversity Citizen Action Commission And Mayor Jeff Gore

**Purpose and Background**

Members of the Huber Heights Culture and Diversity Citizen Action Commission and Mayor Jeff Gore will present awards for the Indigenous Peoples Essay Contest sponsored by the commission.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

*No file(s) attached.*

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AI-8153

Pending Business    A.  
City Council

**City Council Meeting**

**Meeting Date:** 01/24/2022

City Code - Supplement 8 - Adopting Ordinance

**Submitted By:** Anthony Rodgers

**Department:** City Council

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

**Date(s) of Committee Review:** 01/04/2022

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

**Motion/Ordinance/  
Resolution No.:** Passed to 2nd  
Reading

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**Agenda Item Description or Legislation Title**

An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 8; And Repealing Ordinances And Resolutions In Conflict Therewith.  
(second reading)

**Purpose and Background**

This ordinance is to adopt Supplement 8 to the City Code for the period of April 1, 2021 to September 30, 2021. Appropriate legal notice of this ordinance has been advertised as required by the Huber Heights City Charter.

---

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Ordinance

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2022-O-

APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AND/OR RESOLUTIONS AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CITY CODE OF HUBER HEIGHTS, OHIO; PROVIDING FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED CITY CODE AS SUPPLEMENT 8; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Municipal Code Corporation has completed its updating and revision of the City Code of Huber Heights, Ohio within Supplement 8; and

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

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

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

Section 1. The resolutions and/or ordinances of the City of Huber Heights, Ohio, of a general and permanent nature, as edited, revised, codified and re-codified, rearranged and consolidated into component codes, titles, chapters and sections within Supplement 8 to the City Code of Huber Heights, Ohio for the period of April 1, 2021 to September 30, 2021, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted.

Section 2. The provisions within the City of Huber Heights Code that mirror provisions as contained in the Ohio Revised Code as set forth within Supplement 8 to the City Code of Huber Heights, Ohio for the period of April 1, 2021 to September 30, 2021, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted to conform with current State law.

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

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

(b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2020.

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

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

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

Passed by Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-8154

**Pending Business    B.**  
**City Manager**

**City Council Meeting**

**Meeting Date:** 01/24/2022

ZC 21-47 - Campbell Berling - Rezoning/Basic Development Plan - East Side Of Bellefontaine Road South Of Chambersburg Road

**Submitted By:** Geri Hoskins

**Department:** Planning

**Division:** Planning

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

**Date(s) of Committee Review:** 01/04/2022

**Audio-Visual Needs:** SmartBoard

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

An Ordinance To Approve A Rezoning From Agricultural To Planned Residential And A Basic Development Plan For The Property Located On The East Side Of Bellefontaine Road And South Of Chambersburg Road And Further Identified As Parcel Number P70-03908-0126 On The Montgomery County Auditor's Map And Accepting The Recommendation Of The Planning Commission (Zoning Case 21-47).  
(second reading)

**Purpose and Background**

The applicant, Campbell Berling, requests approval of a Rezoning to Planned Residential and a Basic Development Plan for 22.968 acres on Bellefontaine Road for a residential subdivision.

---

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

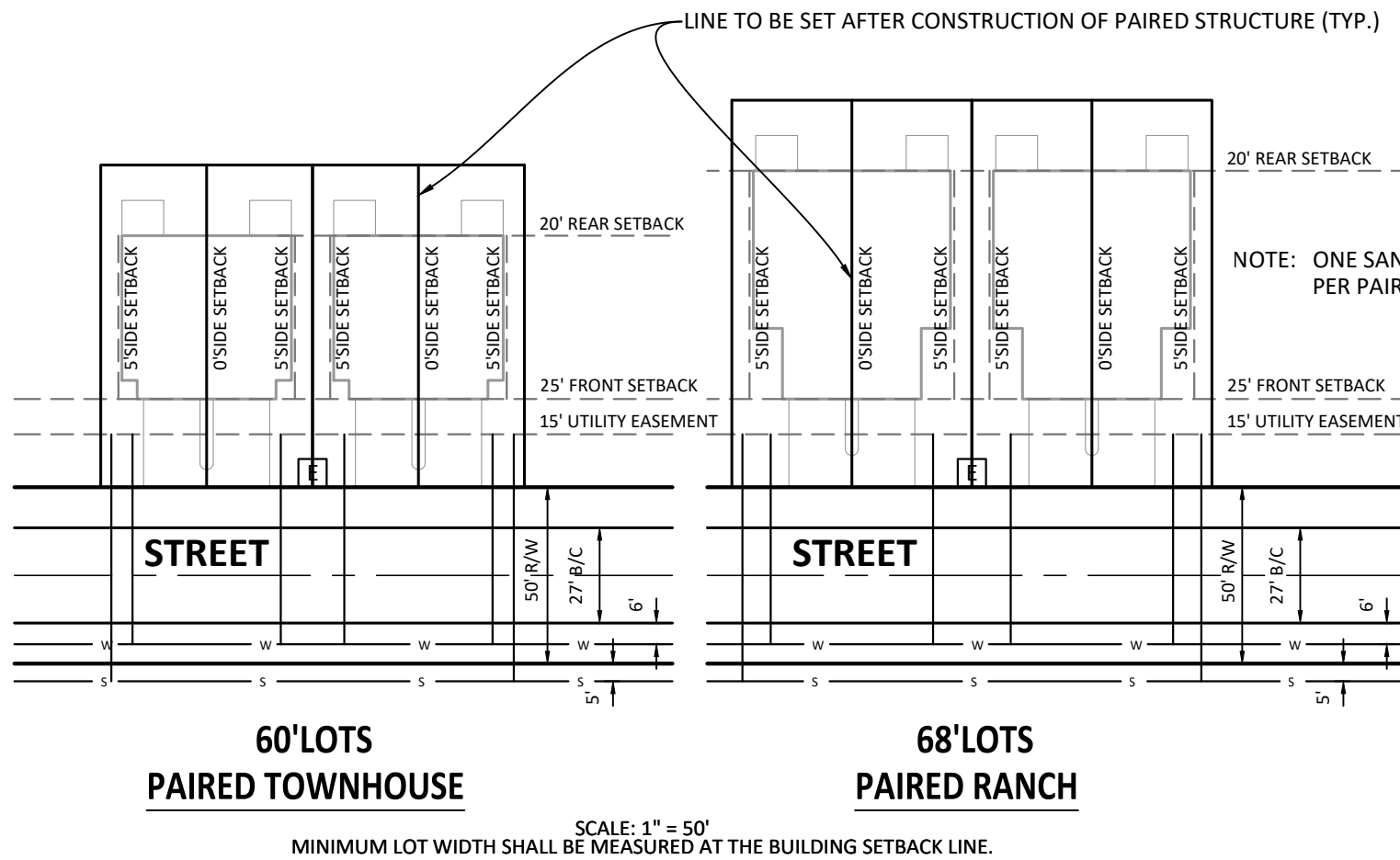
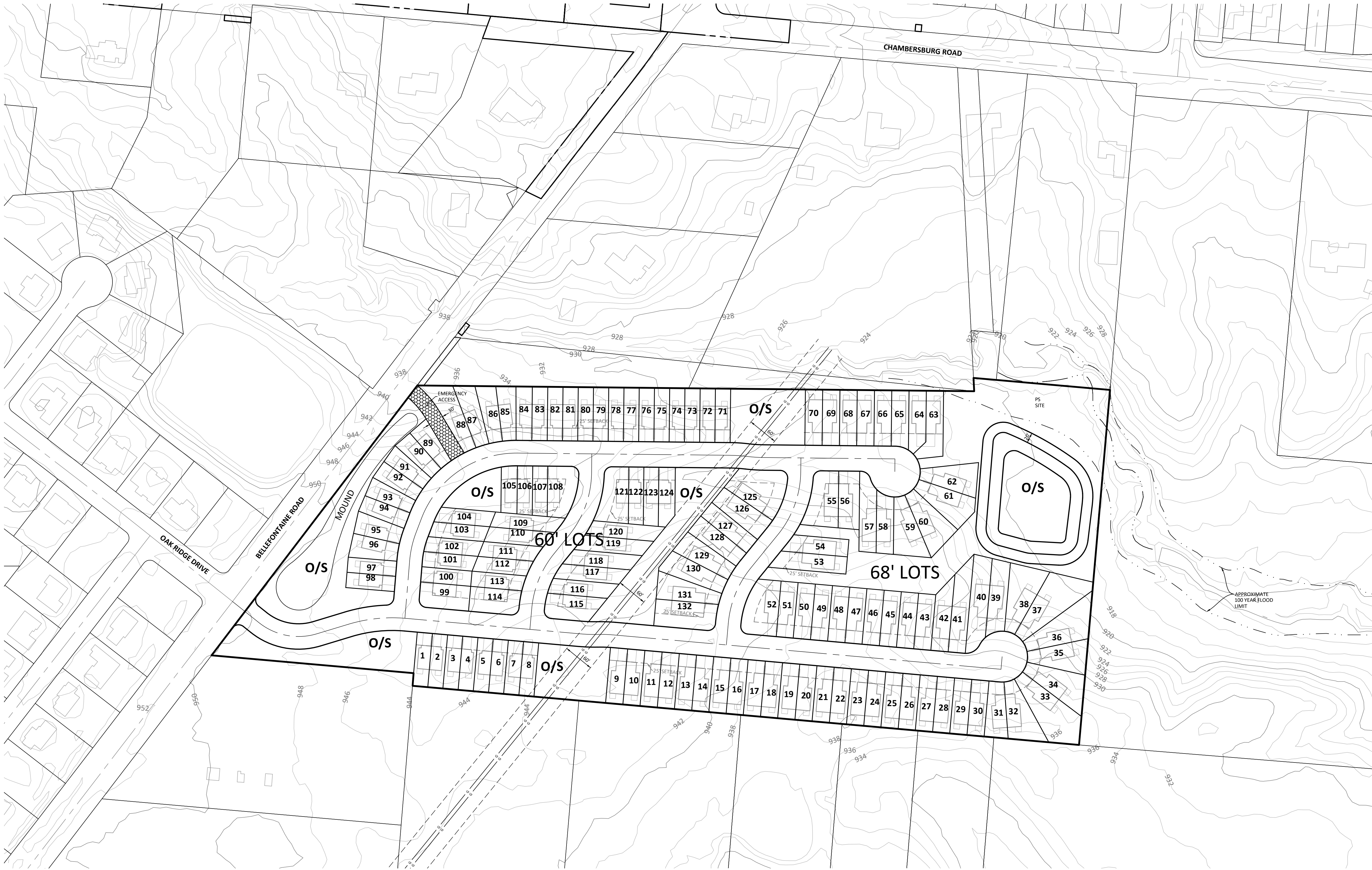
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**Attachments**

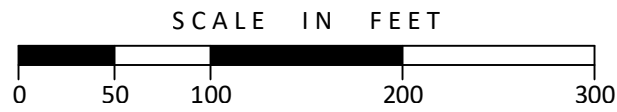
Drawing  
Pictures  
Staff Report  
Fire Assessment  
Resident Letters  
Decision Record  
Minutes  
Correspondence  
Ordinance

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N:\land projects\20060320\063204\dwg\20632004-CON-04.dwg, 60 ft. Concept Plan, 10/28/2021 8:14:02 AM, gregoryh, 1:1



PROPOSED ZONE: PLANNED RESIDENTIAL  
PROPOSED USE: PAIRED RANCH/TOWNHOUSE  
MIN LOT AREA: 5,000 SF (2 UNITS)  
MIN LOT WIDTH: 60 FT (2 UNITS)  
NUMBER OF 60' LOTS: 31  
NUMBER OF 68' LOTS: 35  
NUMBER OF UNITS: 132  
CENTERLINE LENGTH OF STREET: 3,564 FT



1-800-362-2764  
CALL TWO WORKING DAYS BEFORE YOU DIG  
(NON MEMBERS MUST BE CALLED DIRECTLY)

Project Manager RA  
Drawn By GFH  
DWG 20632004-CON-04  
X-Ref(s) N/A

Issue/Revision	No.	Date

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# STORCK PROPERTY HUBER HEIGHTS, OHIO





# THE WEMBLEY



COASTAL COTTAGE



COASTAL COTTAGE  
WITH OPTIONAL LOFT



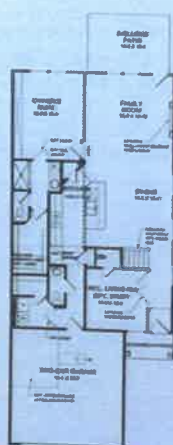
WESTERN CRAFTSMAN



WESTERN CRAFTSMAN  
WITH OPTIONAL LOFT



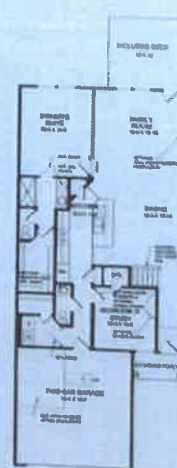
FIRST FLOOR DESIGN  
(INCLUDES 9 FT FIRST FLOOR  
CEILING HEIGHT)



FIRST FLOOR DESIGN  
WITH OPTIONAL LOFT  
(INCLUDES 9 FT FIRST FLOOR CEILING  
HEIGHT. NOT AVAILABLE WITH OPTIONAL  
LOWER LEVEL.)



OPTIONAL LOFT  
(INCLUDES 8 FT CEILING HEIGHT)



FIRST FLOOR DESIGN  
WITH OPTIONAL FINISHED LOWER LEVEL  
(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT.  
NOT AVAILABLE WITH OPTIONAL LOFT.)



OPTIONAL FINISHED  
LOWER LEVEL DESIGN





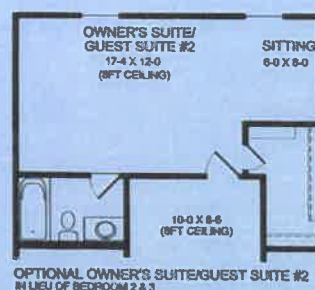
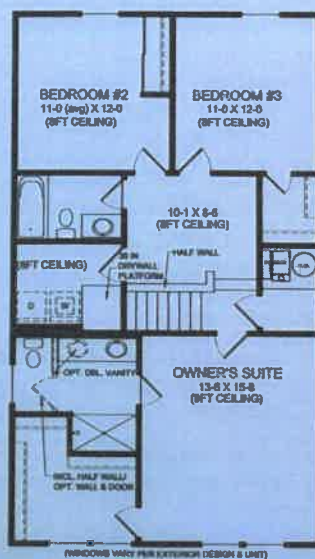
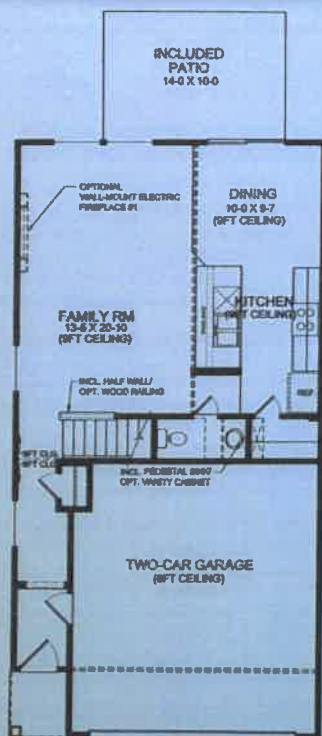
# THE HUDSON



COASTAL COTTAGE



WESTERN CRAFTSMAN



FIRST FLOOR DESIGN  
(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)

SECOND FLOOR DESIGN

# Memorandum

Staff Report for Meeting of December 14, 2021

To: Huber Heights City Planning Commission

From: Jason Foster, Economic Development Coordinator

Date: 12/1/2021

Subject: ZC 21-47 (Rezoning of a total of 22.968 acres to PR-Planned Residential and approval of a Basic Development Plan)

Application dated November 16, 2021

Department of Planning and Zoning

City of Huber Heights

**APPLICANT/OWNER:** Campbell Berling – Applicant  
Richard Stork - Owner

**DEVELOPMENT NAME:** Addington Place

**ADDRESS/LOCATION:** East side of Bellefontaine Road and South of Chambersburg Road

**ZONING/ACREAGE:** A / 22.968 acres

**EXISTING LAND USE:** Agricultural

**ZONING  
ADJACENT LAND:** Agricultural and Planned Residential

**REQUEST:** The applicant requests approval of a Rezoning and Basic Development Plan for 22.968 acres at East side of Bellefontaine Road and South of Chambersburg Road

**PREVIOUS APPROVAL:**

**APPLICABLE HHCC:**

**CORRESPONDENCE:** In Favor – None Received  
In Opposition – None Received

## **STATEMENT OF FACT:**

The applicant requests approval of a Rezoning to Planned Residential and Basic Development Plan for 22.968 acres on Bellefontaine Road for a residential subdivision.

## **STAFF ANALYSIS AND RECOMMENDATION:**

### **Overview**

The applicant, Campbell Berling, is looking to develop 22.968 acres on the east side of Bellefontaine Road. The applicant did appear for a pre-application conference several weeks ago. The intent is to build 132 residential lots. The request is to re-zone to Planned Residential for this development.

The Zoning Code is as follows:

Chapter 1172 – (PR) Planned Residential District

1172.01 - Principal permitted uses.

The following principal uses are permitted, provided that they are approved as provided for in this chapter:

- (a) All residential uses permitted in all other chapters of the Zoning Ordinance such as: one family dwellings, two family dwellings, multiple family dwellings, including garden apartments, row houses, quadraminiums and condominiums;
- (b) Churches and other places of worship;
- (c) Colleges, primary and secondary schools under School Board or Parochial supervision, and public libraries;
- (d) Public recreation buildings, parks, playgrounds and athletic fields under School Board, Parochial, other governmental supervision or "homeowners association" supervision; and
- (e) Uses designed solely to serve in a complimentary way the needs of this District above.

(Ord. 89-O-339, Passed 2-6-89)



1172.02 - Accessory uses.

The following accessory uses are permitted:

- (a) Uses customarily incidental to all permitted uses; and
- (b) Temporary structures and uses required during construction in this District.

(Ord. 89-O-339, Passed 2-6-89; Ord. No. 2019-O-2398 , § 1, 10-14-19)

1172.03 - Development standards.

Except when specifically modified herein, the provisions of Chapter 1181, "General Provisions", shall govern. In addition, the following development standards apply:

(a) Minimum "PR" Land Area Requirement.

- (1) A minimum of one acre shall be required.

(b) Dwelling Unit Density—Five Dwelling Units.

- (1) The average dwelling unit density for the entire district shall not exceed five dwelling units (DU) per acre.
- (2) Minimum area standards such as individual lot size, frontage, setbacks, side, and rear yards shall be those prescribed in the City approved detailed final development plans, except that: A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(c) Dwelling Unit Density—Eight Dwelling Units.

- (1) Dwelling unit density for the entire district shall not exceed eight dwelling units per acre of land on which dwellings are constructed. For example, if the entire district is three acres but dwellings are constructed on two acres only, dwelling unit density for the entire district shall not exceed 16 dwellings.
- (2) Minimum area standards such as individual lot size, frontage, setbacks, side, and rear yards shall be those prescribed in the City approved detailed final development plans, except that: A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(d) Dwelling Unit Density—Twelve Dwelling Units.

- (1) Dwelling unit density for the entire district shall not exceed 12 dwelling units per acre of land on which dwellings are constructed. For example, if the entire district is three acres but dwellings are constructed on two acres only, dwelling unit density for the entire district shall not exceed 24 dwellings. (2) Minimum area standards such as individual lot size, frontage, setbacks, side and rear yards shall be those prescribed in the City approved

detailed final development plans, except that: A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(e) Character of Neighborhood. Use of the Planned Residential Zoning District for developments with a proposed dwelling unit density greater than five dwelling units per acre shall be considered only when the district is bounded at least on one side by R-5, R-6, R-7, O-1, B, I, or Planned Development Districts.

(Case 378, 6-17-76; Case 235, 7-11-94; Ord. 94-O-711, Passed 7-11-94; Ord. 2006-O-1664, Passed 10-23-06)

#### 1172.04 - Parking and loading.

(a) The provisions of Chapter 1185, "Parking and Loading", shall apply, except that at least two permanently maintained parking spaces shall be provided for each family unit, except for detached single family dwellings.

(b) Required parking spaces shall not be part of public thoroughfares, private roads leading to and serving the sites of the various uses in this district.

(Ord. 89-O-339, Passed 2-6-89)

#### 1172.05 - Utilities.

The distribution systems for utilities are required to be underground.

(Ord. 89-O-339, Passed 2-6-89)

The request is for the following:

The City's Comprehensive Plan calls for this area to be single family residential. The proposed density is 5.7 units per acre.

Sanitary Sewer and water will connect into the City's public, main system. Water and sanitary are located along Bellefontaine Road. A pump station will be installed to move waste to the sanitary sewer system. Drainage will be handled through a public storm sewer system including a detention basin, following the City's code for storm water drainage. Bellefontaine Road has already been improved; however, staff recommends a drop lane for right hand turns into the development and a short acceleration lane out of the development. The interior street network of the development will be public with curb and sidewalk throughout.

This subdivision is proposing attached, patio homes on two styles of lots, 60 foot and 68 foot. Of the 132 total lots, 62 are proposed to be 60-foot lots and 70 are proposed to be 68-foot lots. All lots are proposed to have a minimum lot depth of one hundred ten (110) feet, twenty-five (25) foot front yard setback, a minimum of twenty-five (25) foot rear yard setbacks, and six (6) foot side yard setbacks. The proposal also calls for forty (40%) percent masonry on the front facades of each unit. This is significantly higher than the typical recommendation of twenty-five (25%) percent.

#### 1171.05 - Contents of basic development plan.

(a) The basic development plan shall consist of at least the following information together with such other data and materials as may be required by the City:

- (1) Site plan showing the actual shape and dimensions of the lot to be built upon or to be changed in its use together with the location of the existing and proposed structures with approximate square footages, number of stories including heights of structures;
- (2) Typical elevation views of the front and side of each type of building;
- (3) Planning location and dimensions of all proposed drives, service access road, sidewalks, and curb openings;
- (4) Parking lot areas (show dimensions of a typical parking space), unloading areas, fire lanes and handicapped parking;
- (5) Landscaping plan, walls and fences;
- (6) Storm water detention and surface drainage;
- (7) Exterior lighting plan;
- (8) Vehicular circulation pattern;
- (9) Location and square footage of signs;
- (10) Topographic survey; and
- (11) Listing of proposed uses taken from the list of permitted and special uses of the PUD zoning district to which rezoning is being sought.

(b) The Planning Commission shall schedule both the proposed rezoning and the issue of approval of the basic development plan for a combined public hearing, following which it shall make its recommendation indicating approval, approval with modification or disapproval.

(Ord. 2006-O-1655, Passed 9-25-05)

#### 1171.06 - General standards for approval.

The Planning Commission shall review the application, prepared development plan and the facts presented at the hearing. The applicant shall have the burden of proof. No approval shall be given unless the Commission shall find by a preponderance of the evidence that such PUD on the proposed locations:

- (a) Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;
- (b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- (c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;
- (d) Shall not impose an undue burden on public services such as utilities, fire, and police protection, and schools;
- (e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;
- (f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the existing intended uses, and any part of a PUD not used for structures, parking and loading areas, or accessways;
- (g) Shall preserve natural features such as water courses, trees and rock outcrops, to the degree possible, so that they can enhance the overall design of the PUD;
- (h) Is designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services;
- (i) Shall place underground all electric and telephone facilities, street light wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;
- (j) Shall not create excessive additional requirements at public cost of public facilities and services and shall not be detrimental to the economic welfare of the community;
- (k) Shall not involve uses, activities, processes, materials, equipment, and conditions of operation that shall be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors; and

- (l) Rezoning of the land to the PUD District and approval of the development plan shall not adversely affect the public peace, health, morals, safety, or welfare.

(Ord. 93-O-602, Passed 3-22-93)

*1171.07 - Review and recommendations by planning commission.*

*The Planning Commission shall review the proposed PUD as presented in the application and basic development plan in terms of the standards in Section 1171.06 and the specific requirements as outlined in all Planned Unit Developments. The Commission shall hold a public hearing on the proposed PUD. At least ten days in advance of such hearing, notice of time and place of such hearing shall be published in a newspaper of general circulation in the City. Written notice of such hearing shall be mailed at least ten days before the public hearing to the owners of property located within 200 feet of the property proposed for the PUD. The Planning Commission shall make its recommendation, indicating approval, approval with modifications, or disapproval. If the Commission recommends approving rezoning of land to a PUD District and also approves a basic development plan for the area to be rezoned, it may impose upon that plan any additional requirements or conditions deemed appropriate by the Commission to ensure that the development shall meet the standards described in Section 1171.06 and shall comply with the intention and objectives of this Zoning Ordinance.*

*If the owner chooses to submit a combined development plan, the Planning Commission shall review the aspects of it constituting the basic development plan pursuant to the standards set out in Section 1171.06. The detailed development plan aspects shall be reviewed in the same manner as provided herein for review of detailed development plans.*

(Ord. 93-O-602, Passed 3-22-93)

*1171.08 - Action by council.*

*Council shall hold a public hearing for application for rezoning and approval of the basic development plan (or combined development plan) after receiving the proposal from the Planning Commission. At least 15 days' notice of the time and place of such public hearing shall be placed in a newspaper of general circulation in the City. Written notice of such hearing shall be mailed at least ten days before the public hearing to the owners of property located within 200 feet of the property proposed for the PUD. Council shall approve, reject or approve with modifications the rezoning and basic development plan in the same manner as other rezoning requests. If the applicant has chosen to submit a combined development plan, Council shall review the aspects of it constituting the basic development plan pursuant to the standards set out in Section 1171.06. If Council*

*approves the basic development plan aspects of a combined development plan, the detailed development plan shall be deemed to be approved and no further action shall be required for the area covered by the combined development plan. If the basic development plan aspects of a combined development plan are modified, the combined development plan shall be changed in all aspects to meet that modification. The City staff in charge of plan review shall determine when the basic development plan or combined plan meets the modification required by Council.*

*(Ord. 93-O-602, Passed 3-22-93)*

*1171.11 - Changes in the basic and detailed development plans.*

*A PUD shall be developed only according to the approved and recorded detailed development plan and supporting data together with all recorded amendments and shall be binding on the applicants, their successors, grantees and assigns and shall limit and control the use of premises (including the internal use of buildings and structures) and location of structures in the PUD as set forth therein.*

- (a) Major Changes. Changes which alter the concept, uses or intent of the PUD including increases in the number of units per acre, change in location or amount of nonresidential land uses, more than 15 percent modification in proportion of housing types, significant redesign of roadways, utilities or drainage, may be approved only by submission of a new basic plan and supporting data in accordance with Sections 1171.03, 1171.04 and 1171.05.*
- (b) Minor Changes. The Zoning Officer recommends to the Planning Commission approval or disapproval of the minor changes in the PUD. Minor changes are defined as any change not defined as a major change.*

*(Ord. 89-O-339, Passed 2-6-89)*



# Huber Heights Fire Division

**Inspections require two business days advance notice! (OAC)1301:7-7-09(A)(5)**

Occupancy Name:	Addington Place		
Occupancy Address:	Bellefontaine Road		
Type of Permit:	HHP&D Site Plan		
Additional Permits:	Choose an item.		
Additional Permits:	Choose an item.		
MCBR BLD:	Not Yet Assigned	HH P&D:	
MCBR MEC:	Not Yet Assigned	HHFD Plan:	21-262
MCBR ELE:	Not Yet Assigned	HHFD Box:	
REVIEWER:	Susong	DATE:	12/8/2021

## **Fire Department Comments:**

**The Huber Heights City Code Part 15 Refers to Fire Code Requirements and has adopted by reference OFC and IFC Appendices**

**Approved per Review of Ohio Fire Code and adopted Life Safety Standards based on the following:**

- One- or two-family residential projects having more than 30 dwelling units shall be equipped with two separate and approved fire apparatus access roads in accordance with Ohio Fire Code D106.1. A secondary access is shown connecting Bellefontaine Road and new road. This access shall comply with the following:
  - Be a minimum 20 feet wide (Ohio Fire Code 503.2.1)
  - Constructed of materials capable of handling 75,000 pounds (Ohio Fire Code D102.1.)
- The turning radius for fire department access roads shall meet requirements for Huber Heights Fire Division (HHFD) vehicles. Contact HHFD to obtain information. OFC 503.2.4 and Appendix D103.3.
- Site utility plan showing fire hydrants has not been provided.
- Hydrants in single-family residential districts shall be placed not more than 500 feet apart, measured on the main, and no more than 400 feet from any opening in any building. Review Huber Heights Codified Ordinance 1521.06(b) for additional requirements.
- All new water mains and any existing water mains that are replaced shall be eight inches in diameter or greater in all one-, two- and three-family dwelling areas and in multi-family areas or commercial areas. All water

**mains shall be sectionalized and looped when reasonably feasible and achievable. Dead end water mains shall only be permitted upon written approval from the Fire Official and City Engineer. Huber Heights Codified Ordinance 1519.01 - Water mains.**

- **The minimum fire-flow and flow duration requirements for one- and two-family dwellings shall comply with Ohio Fire Code B105.1. Documentation shall be provided.**

Plans reviewed by the Huber Heights Fire Division are reviewed with the intent they comply in **ALL** respects to this code, as prescribed in **SECTION (D) 104.1 of the 2017 Ohio Fire Code**. Any omissions or errors on the plans or in this review do not relieve the applicant of complying with **ALL** applicable requirements of this code. These plans have been reviewed for compliance with the Ohio Fire Code adopted by this jurisdiction. There may be other regulations applicable under local, state, or federal statutes and codes, which this department has no authority to enforce and therefore have not been evaluated as part of this plan review.



## Hoskins, GERALYN

---

**From:** Foster, Jason  
**Sent:** Monday, December 13, 2021 12:50 PM  
**To:** Hoskins, GERALYN  
**Subject:** FW: Opposition to ZC 21-47

*Jason Foster*

Economic Development Coordinator  
City of Huber Heights  
937-237-5818  
[jfoster@hhoh.org](mailto:jfoster@hhoh.org)

**From:** Debbie Barbee <dsbarbee@live.com>  
**Sent:** Monday, December 13, 2021 12:48 PM  
**To:** Foster, Jason <JFoster@hhoh.org>  
**Cc:** Lyons, Ed <ELyons@hhoh.org>; Byrge, Nancy <NByrge@hhoh.org>  
**Subject:** Opposition to ZC 21-47

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Good Afternoon!

As a resident of the Oaks of Huber, my husband and I are writing today in opposition to ZC 21-47 for the rezoning of the property across from the Oaks to build patio homes and duplexes. As with the other property adjacent to the Oaks, the proposed properties are not the same standards as the Oaks requires and we feel it will not only lower our property values but will also create too much traffic congestion at the entrance to the oaks. At times, it is very hard to get out turning left towards Chambersburg because of the volume of traffic, adding this many properties will further increase the issue. Houses on that plot of land should be in comparison to the Oaks properties as to maintain the integrity of the area. Thank you for the chance to voice our opinions.

## Hoskins, GERALYN

---

**From:** Foster, Jason  
**Sent:** Monday, December 13, 2021 3:04 PM  
**To:** Hoskins, GERALYN  
**Subject:** FW: Opposition to ZC 21-47

*Jason Foster*

Economic Development Coordinator  
City of Huber Heights  
937-237-5818  
[jfoster@hhoh.org](mailto:jfoster@hhoh.org)

**From:** Brad Smith <BTGeek@aol.com>  
**Sent:** Monday, December 13, 2021 2:52 PM  
**To:** Foster, Jason <JFoster@hhoh.org>; Lyons, Ed <ELyons@hhoh.org>; Byrge, Nancy <NByrge@hhoh.org>  
**Subject:** Opposition to ZC 21-47

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Dear Mr. Foster,

Please add our opposition letter to the packet for the Planning Commission meeting on December 14th.

Thank you.

### OPPOSITION TO ZC 21-47

We are opposed to the application for rezoning the property east of Bellefontaine and south of Chambersburg (ZC 21-47).

The City's Comprehensive Plan clearly states that future development of this land be single family detached homes on medium to large lots. This proposal does not meet the City's Comprehensive Plan and should be denied on that basis.

Additionally, the abutting land is all either agricultural or residential lots with a minimum of 3 acres each. This application does not conform with existing surrounding property uses. This application seeks to place houses 20 feet from agricultural uses (including farm animals), from agricultural and excavation equipment, farm ponds and from land that has been hunted on for over four generations.

Also, the high density of this application will cause significant traffic issues, especially with the entrance being placed directly opposite the entrance to The Oaks. The applicant is requesting to place 132 homes on 22.9 acres; by comparison, The Oaks has 202 homes on 116.9 acres.

Please deny the application to rezone this property.

Cindy and Brad Smith

## Hoskins, GERALYN

---

**From:** Foster, Jason  
**Sent:** Monday, December 13, 2021 9:56 AM  
**To:** Hoskins, GERALYN  
**Subject:** FW: Opposition to ZC 21-47

*Jason Foster*

Economic Development Coordinator  
City of Huber Heights  
937-237-5818  
[jfoster@hhoh.org](mailto:jfoster@hhoh.org)

**From:** Frederick Aikens <fredaikens@sbcglobal.net>  
**Sent:** Monday, December 13, 2021 12:02 AM  
**To:** Byrge, Nancy <NByrge@hhoh.org>; Lyons, Ed <ELyons@hhoh.org>; Foster, Jason <JFoster@hhoh.org>  
**Cc:** William Clark <williamclark80@yahoo.com>; Lynn Tengesdahl <mommateng@gmail.com>  
**Subject:** Opposition to ZC 21-47

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Good evening all,

I hope this email finds you all well. My name is Fred Aikens. I am a homeowner in the Oaks of Huber Heights and I am sending this email to express my opposition to the rezoning of the cornfield directly across Bellefontaine Road. For the purpose of clarity, this is the exact information from the agenda for the meeting on Tuesday:

*"REZONING - The applicant, Campbell Berling, is requesting approval of a Rezoning and Basic Development Plan to PR (Planned Residential) for property located on the East side of Bellefontaine and South of Chambersburg Road (ZC 21-47)."*

I am writing for the same reasons expressed by many of my neighbors in regard to density and the number of units in such a small area. This proposed development will negatively affect the aesthetics of the neighborhood as well as adversely affect the property values of those who decided to invest in our development (The Oaks of Huber Heights). After speaking to a few neighbors, I learned that adding such large numbers of new residents may also have a negative effect on already overcrowded primary schools in the area.

I believe in the Huber Heights Motto, "Come grow with us". I also believe that we need to be strategic about the growth of our city. As homeowners, we cannot afford to allow developers to come into the city and cause irreparable damage to our neighborhoods. When my wife and I decided to build here, we did so because of the neighborhood and the people who live here. Hopefully, our elected officials will help us in keeping it the way it was when we made that decision. I trust that the voices of concerned citizens will assist you in your deliberations. Your decision to protect our neighborhood is greatly appreciated.

Thank you for taking the time to hear and read about our concerns.

Dr. Fred A. Aikens  
HOA Board Member  
The Oaks of Huber Heights

## Hoskins, GERALYN

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**From:** Foster, Jason  
**Sent:** Sunday, December 12, 2021 8:20 PM  
**To:** Hoskins, GERALYN  
**Subject:** Fwd: Opposition to ZC 21-47.

Sent from my iPhone

Begin forwarded message:

**From:** Roger Zambile <rogerzambile@email.com>  
**Date:** December 12, 2021 at 7:14:18 PM EST  
**To:** "Foster, Jason" <JFoster@hhoh.org>  
**Cc:** "Lyons, Ed" <ELyons@hhoh.org>, "Byrge, Nancy" <NByrge@hhoh.org>  
**Subject:** **Opposition to ZC 21-47.**

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I oppose the rezoning for the New Development going in across from The Oaks on Bellefontaine Rd. This property is mostly bordered by single family residences on at least 3 acres of land, which would have a maximum density of 0.33. The Oaks is across the street, adjacent to the property and our density is 2.05. This project does not fit the aesthetics of our overall neighborhood and we believe it will adversely affect our property values.

Thank You  
Roger Zambile

## Hoskins, GERALYN

---

**From:** Foster, Jason  
**Sent:** Sunday, December 12, 2021 8:20 PM  
**To:** Hoskins, GERALYN  
**Subject:** Fwd: Opposition to ZC 21-47

Sent from my iPhone

Begin forwarded message:

**From:** tadrjd@woh.rr.com  
**Date:** December 12, 2021 at 8:07:23 PM EST  
**To:** "Foster, Jason" <JFoster@hhoh.org>, "Lyons, Ed" <ELyons@hhoh.org>, "Byrge, Nancy" <NByrge@hhoh.org>, btgeek@aol.com  
**Subject:** Opposition to ZC 21-47

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Ms Foster, Mr Lyons, Ms Byrge

I am writing this is opposition to the planned development the developer has proposed. I will keep it OBJECTIVE as I did the last time the old church property adjacent to the Oaks using my license as a professional comprehensive planner.

- 1) The current Huber Heights plan is for single family units and would be a great development if done right not duplex patio homes.
- 2) Size and density do not complement the surrounding area. from third acre to acre in the Oaks to 3 to 5 in the area where Mr Lyons has his home just beyond the tree line.
- 3) You have a stream on the north end of the property that is wetlands under the Ohio and National guidelines and must be protected. The retention pond is required for this area and at this density you are penalized for a new development as you have over 40% impermeable surfaces. The developer has not provided his calculations.
- 4) based on this design you would need a stop sign for the cross intersection under traffic guidelines and density. A T intersection is much better just as you have in many areas along Bellefontaine.
- 5) Need a buffer a proper setbacks at the substation and primary high voltage lines.
- 6) Only one entrance where you require two just as council voted for the old church property. Remember the church property is 32 units with two entrances. This is 132 Units with one. Fire codes emergency response, police etc. This is basically a zero lotline scenario and as a previous fire marshal and chief seven time the ability to respond to emergency's put an extreme risk to the responders much less the neighborhood.
- 7) This design is not ready for prime time except for the dollars the developer and their investors will make. They need to take into account traffic, response, density, compatibility to surrounding homes and development.
- 8) the Oaks was a master planned community nearly four times as large with slightly more than the 132 unit. The city approved this and surrounding areas to be single family and should be maintained with similar size, brick, basements, 2-3 car garages, adequate setback and area between each unit.

9) The items above are just a small sample of the inequities of this proposal based on my expertise as a comprehensive planner during my 25 years in the Air Force. I urge you to take note of this items and ensure the development is done correctly in conduction with the surrounding area, adequate fire and emergency response, and meeting all necessary environmental guidelines from the Ohio and Federal EPA statutes.

I plan on attending the planning meeting and hope for good interchange with the developer and planning board.

Questions please email me or call as tony has my number. Thanks in advance for your time.

Warmest Regards Ron Deak

## Hoskins, GERALYN

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**From:** Foster, Jason  
**Sent:** Sunday, December 12, 2021 1:26 PM  
**To:** Hoskins, GERALYN  
**Subject:** Fwd: Opposition to ZC 21-47

Sent from my iPhone

Begin forwarded message:

**From:** Warren Taldo <wtaldo@gmail.com>  
**Date:** December 12, 2021 at 1:24:07 PM EST  
**To:** "Foster, Jason" <JFoster@hhoh.org>  
**Cc:** "Lyons, Ed" <ELyons@hhoh.org>, "Byrge, Nancy" <NByrge@hhoh.org>, btgeek@aol.com  
**Subject:** **Opposition to ZC 21-47**

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Dean Planning Commission Officer, I am opposed to the following development plan for the reasons stated below.

This development is planned on 22.968 acres and has 66 duplexes for a total of 132 units. They are one and two story patio homes which means no basement.

Their lots are a minimum of 2500sf and 5 feet to the lot line, 25 foot setback for the front and 20 feet for the back. The lots in The Oaks are a minimum of 12,000sf, 10 feet to the lot line, 25 foot setback in front and 40 feet for the back. Huge difference!

The density of that project is 5.7 units per acre; while the density of The Oaks is 2.05. This will increase traffic dramatically. Their entrance will be directly across from ours which will cause difficulty especially during commuting hours.

The City has a Comprehensive Plan which calls for this property to be single-family, detached homes. This property is mostly bordered by single family residences on at least 3 acres of land, which would have a maximum density of 0.33. The Oaks is across the street, adjacent to the property and our density is 2.05. This project does not fit the aesthetics of our overall neighborhood and we believe it will adversely affect our property values.

Thank You for your mindful consideration for those of us that live in the OAKS .

Sincerely Yours,  
Warren & Catherine Taldo  
5921 Oak Creek Trail,  
Huber Heights, Oh. 45424



## Hoskins, GERALYN

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**From:** Foster, Jason  
**Sent:** Sunday, December 12, 2021 11:32 AM  
**To:** Hoskins, GERALYN  
**Subject:** Fwd: Opposition to ZC 21-47

Sent from my iPhone

Begin forwarded message:

**From:** Jason Williams <jasonwilliams39@icloud.com>  
**Date:** December 12, 2021 at 11:10:01 AM EST  
**To:** "Foster, Jason" <JFoster@hhoh.org>, "Lyons, Ed" <ELyons@hhoh.org>, nbyrge@hhog.org  
**Subject: Opposition to ZC 21-47**

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Hello,

We've heard about the proposed development across from the Oaks Subdivision on Bellefontaine Road. If it is true that it is going to be patio homes (duplexes) then I am against this happening. I've heard this is zoned for single family homes and should stay that way. It would be best if the properties are similar to the Oaks and the DR Horton Development on Silver Oak. I plan to attend the meeting this week.

Thanks,  
Jason Williams  
Lot 135 Oaks Subdivision  
6040 White Oak Way

Sent from my iPhone

## Hoskins, GERALYN

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**From:** Foster, Jason  
**Sent:** Friday, December 10, 2021 9:31 PM  
**To:** Hoskins, GERALYN  
**Subject:** Fwd: Opposition to ZC 21-47

Sent from my iPhone

Begin forwarded message:

**From:** Michael Harman <mjharman1@gmail.com>  
**Date:** December 10, 2021 at 9:07:15 PM EST  
**To:** "Lyons, Ed" <ELyons@hhoh.org>, "Byrge, Nancy" <NByrge@hhoh.org>, "Foster, Jason" <JFoster@hhoh.org>  
**Cc:** Harman Michael <mjharman1@gmail.com>, Harman Tracy <harman.tracy@yahoo.com>  
**Subject:** **Opposition to ZC 21-47**

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Regarding property ZC 21-47 on bellefontaine rd:

I own the property immediately to the north of this area. I bought here for space and privacy. My home is oriented so my windows face away from my only neighbor to my north. The plans call for many homes to back up to my southern property line where all my windows face, which would completely remove any privacy I have.

Visual barriers that currently exist along the common property line would be insufficient, especially during winter when leaves are gone and they will not stop noise.

Traffic along bellefontaine road is fairly high right now. Some people consider it a drag strip which is annoying and noisy. Adding many more houses will increase this traffic and the noise.

Thank you for the opportunity to express my opposition. I look forward to hearing what decisions are made.

Michael J. Harman  
937-768-9561

## Hoskins, GERALYN

---

**From:** Foster, Jason  
**Sent:** Friday, December 10, 2021 9:55 AM  
**To:** Hoskins, GERALYN  
**Subject:** Fwd: Opposing ZC 21-47 Bellefontaine across from Oaks entrance

Sent from my iPhone

Begin forwarded message:

**From:** Tracy Harman <harman.tracy@yahoo.com>  
**Date:** December 10, 2021 at 9:51:41 AM EST  
**To:** "Foster, Jason" <JFoster@hhoh.org>  
**Cc:** "Lyons, Ed" <ELyons@hhoh.org>, "Byrge, Nancy" <NByrge@hhoh.org>  
**Subject:** Opposing ZC 21-47 Bellefontaine across from Oaks entrance

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Mr. Foster,

My name is Tracy Harman and I live at 6480 Bellefontaine Road. I am contacting you to tell you of my opposition to the planned building of a huge number of duplex homes to the south of my property on Bellefontaine Road.

We purchased this property in July of 2019. We loved the privacy of the lot, yet the close proximity of all Huber Heights has to offer.

We just went through the mess of Bellefontaine Rd being worked on & raising the dip in the road that caused dangerous lack of visibility. As a result of that road work, we have lost all of the privacy we had along Bellefontaine Road, as well as adding obstruction for leaving our driveway (heading north).

The number of planned houses that would be built on the 22 acres south of our property is insane. The documents on the Huber Heights website show that any planned building on that property was to be single family homes. That was what we saw when we purchased our property here.

Please let me know if there is anything else I need to do to make my voice heard. My husband & I will be at the meeting on 14 December at 6 pm.

Thank you for all you do for our community,

Tracy Harman  
6480 Bellefontaine Road  
Harman.tracy@yahoo.com

Sent from my iPhone

## Hoskins, GERALYN

---

**From:** Foster, Jason  
**Sent:** Thursday, December 9, 2021 8:44 PM  
**To:** Hoskins, GERALYN  
**Subject:** Fwd: The Oaks - Opposition to ZC 21-47

Sent from my iPhone

Begin forwarded message:

**From:** William <skimarks@hotmail.com>  
**Date:** December 9, 2021 at 7:24:41 PM EST  
**To:** "Foster, Jason" <JFoster@hhoh.org>  
**Cc:** "Byrge, Nancy" <NByrge@hhoh.org>, "Lyons, Ed" <ELyons@hhoh.org>, Cindy Smith <BTGeek@aol.com>  
**Subject:** Fw: The Oaks - Opposition to ZC 21-47

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In response to Brad and Cindy Smith's email below, I am providing this email for your attention and action as appropriate.

I strongly oppose subject construction plan/rezoning as it continues to degrade the Oaks of Huber Heights neighborhood concept. When my wife and I were deciding where to build our retirement home 9 years ago we liked the Oaks development as well as the Callamere Farms neighborhood. They were upscale from the normal small brick homes that Huber Heights is famous for and where I owned my first, "starter" home 40 years ago. The Oaks neighborhood has plenty of space, a great blend of country and city and neighbors who take pride in their homes and neighborhood. In the last five years, it appears that the city of Huber Heights has reversed course by building smaller lots/homes on the northeast section of Chambersburg and Bellefontaine Rds. And this past year a new builder tried to complete the remaining section of the Oaks with small rental properties which is diametrically opposed to the Oaks concept. I'm very thankful and appreciative that the City Council did not allow this to happen. Ask yourself, why can't Huber Heights have a decent size section of town with mid to upscale homes and lot sizes like nearly every other suburb of Dayton? Is population density the centerpiece of the Huber Heights' "Come grow with us" economic development strategy? If so, then please write it in the city charter so people will know this up front and can choose a different suburb to live. Hopefully Huber Heights City Council will continue to fight for our neighborhood and proudly expand on one of the best neighborhood concepts in this part of Ohio. Thanks for your continued support.

William Marks  
5776 Oak Creek Trail

**From:** Brad Smith <BTGeek@aol.com>  
**Sent:** Thursday, December 9, 2021 10:57 AM

**To:** Cindy Smith <btgeek@aol.com>  
**Subject:** The Oaks - Opposition to ZC 21-47

Dear Neighbors,

Hopefully by now everyone has been notified of the application for rezoning for the cornfield directly across from the entry to The Oaks. We are writing in the hope that our neighborhood will rise together yet again to oppose any development that will adversely affect us.

This development is planned on 22.968 acres and has 66 duplexes for a total of 132 units. They are one and two story patio homes which means no basement.

Their lots are a minimum of 2500sf and 5 feet to the lot line, 25 foot setback for the front and 20 feet for the back. The lots in The Oaks are a minimum of 12,000sf, 10 feet to the lot line, 25 foot setback in front and 40 feet for the back. Huge difference!

The density of that project is 5.7 units per acre; while the density of The Oaks is 2.05. This will increase traffic dramatically. Their entrance will be directly across from ours which will cause difficulty especially during commuting hours.

The City has a Comprehensive Plan which calls for this property to be single-family, detached homes. This property is mostly bordered by single family residences on at least 3 acres of land, which would have a maximum density of 0.33. The Oaks is across the street, adjacent to the property and our density is 2.05. This project does not fit the aesthetics of our overall neighborhood and we believe it will adversely affect our property values.

Information on this project is available on the City Website under the Planning Commission.

There are things that need to be done:

Please talk with your immediate neighbors and make sure everyone is aware of this.

Please send an email no later than Monday opposing this project to: [jfoster@hhoh.org](mailto:jfoster@hhoh.org),  
cc: [elyons@hhoh.org](mailto:elyons@hhoh.org), [nbyrge@hhoh.org](mailto:nbyrge@hhoh.org). Please put in subject line: Opposition to ZC 21-47.

Please attend the Planning Commission on December 14th at 6pm at City Hall. The quickest way for us to stop this project is at the Planning Commission stage.

We are so happy to live in this neighborhood with all of our wonderful neighbors!

Brad and Cindy Smith

## Hoskins, GERALYN

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**From:** Foster, Jason  
**Sent:** Thursday, December 9, 2021 1:47 PM  
**To:** Hoskins, GERALYN  
**Subject:** FW: Opposition to ZC 21-47

*Jason Foster*

Economic Development Coordinator  
City of Huber Heights  
937-237-5818  
[jfoster@hhoh.org](mailto:jfoster@hhoh.org)

**From:** Mellanie Toles <tolesm@clarkstate.edu>  
**Sent:** Thursday, December 9, 2021 1:43 PM  
**To:** Foster, Jason <JFoster@hhoh.org>  
**Cc:** Lyons, Ed <ELyons@hhoh.org>; Byrge, Nancy <NByrge@hhoh.org>  
**Subject:** Opposition to ZC 21-47

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Hello! We are writing in opposition to ZC 21-47 because this project does not fit the aesthetics of our overall neighborhood (The Oaks of Huber Heights), and we believe it will adversely affect our property values. This development is planned on 22.968 acres and has 66 duplexes for a total of 132 units. They are one and two story patio homes which means no basement.

Their plans call for lots that are a minimum of 2500sf and 5 feet to the lot line, 25 foot setback for the front and 20 feet for the back. The lots in The Oaks are a minimum of 12,000sf, 10 feet to the lot line, 25 foot setback in front and 40 feet for the back. This is a huge difference.

Also, the density of that project is 5.7 units per acre; while the density of The Oaks is 2.05. This will increase traffic dramatically, and they are planning an entrance directly across from ours, which will cause difficulty especially during commuting hours.

The City has a Comprehensive Plan which calls for this property to be single-family, detached homes. This property is mostly bordered by single family residences on at least three acres of land, which would have a maximum density of 0.33. The Oaks is across the street, adjacent to the property and our density is 2.05.

We respectfully ask that you help us protect our property values by not approving this project and sticking with the City's Comprehensive Plan as referenced above. We and our neighbors have worked hard to build and maintain a wonderful neighborhood, and we feel that this project would adversely impact it. Thank you for your consideration!

Gene Bell and Mellanie Toles  
6131 Oak Ridge Drive  
Dayton, OH 45424



## **Mellanie Toles**

*Executive Assistant to the President and Coordinator of Special Projects*

Clark State College | [www.clarkstate.edu](http://www.clarkstate.edu)

937.328.6002 | [tolesm@clarkstate.edu](mailto:tolesm@clarkstate.edu)

## Hoskins, GERALYN

---

**From:** Foster, Jason  
**Sent:** Thursday, December 9, 2021 11:13 AM  
**To:** Hoskins, GERALYN  
**Subject:** FW: Opposition to ZC 21-47.

*Jason Foster*

Economic Development Coordinator  
City of Huber Heights  
937-237-5818  
[jfoster@hhoh.org](mailto:jfoster@hhoh.org)

**From:** Ron Hinds <ronshinds@aol.com>  
**Sent:** Thursday, December 9, 2021 11:11 AM  
**To:** Foster, Jason <JFoster@hhoh.org>  
**Cc:** Lyons, Ed <ELyons@hhoh.org>; Byrge, Nancy <NByrge@hhoh.org>  
**Subject:** Opposition to ZC 21-47.

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**As a resident of THE OAKS I am writing to oppose this development that will adversely affect our property values.**

This development is planned on 22.968 acres and has 66 duplexes for a total of 132 units. They are one and two story patio homes which means no basement.

Their lots are a minimum of 2500sf and 5 feet to the lot line, 25 foot setback for the front and 20 feet for the back. The lots in The Oaks are a minimum of 12,000sf, 10 feet to the lot line, 25 foot setback in front and 40 feet for the back. Huge difference!

The density of that project is 5.7 units per acre; while the density of The Oaks is 2.05. This will increase traffic dramatically.  
Their entrance will be directly across from ours which will cause difficulty especially during commuting hours.

**The City has a Comprehensive Plan which calls for this property to be single-family, detached homes.**  
This property is mostly bordered by single family residences on at least 3 acres of land, which would have a maximum density of 0.33.  
The Oaks is across the street, adjacent to the property and our density is 2.05. This project does not fit the aesthetics of our overall neighborhood and we believe it will adversely affect our property values.

*Thanks for considering our concerns.  
Sincerely,  
Ron*

Ron Hinds



Realtor/Senior Associate Partner  
Berkshire Hathaway HomeServices  
Professional Realty  
937-776-2225  
[ronshinds@aol.com](mailto:ronshinds@aol.com)  
[www.ronhinds.com](http://www.ronhinds.com)

## Hoskins, Geralyn

---

**From:** Foster, Jason  
**Sent:** Thursday, December 9, 2021 11:11 AM  
**To:** Hoskins, Geralyn  
**Subject:** FW: Resining of cornfield

Jason Foster  
Economic Development Coordinator  
City of Huber Heights  
937-237-5818  
jfooster@hhoh.org

-----Original Message-----

From: Nancy Higgins <nerntybingo@aol.com>  
Sent: Thursday, December 9, 2021 11:10 AM  
To: Foster, Jason <JFoster@hhoh.org>  
Subject: Resining of cornfield

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

Hello,

We strongly oppose the refining of the cornfield directly across from the entrance to the Oaks of Huber. We hope you would vote this down.

Thanks,  
Richard & Nancy Higgins

Sent from my iPhone



## **Planning Commission Decision Record**

WHEREAS, on November 16, 2021, the applicant, Campbell Berling, requested approval of a Rezoning from AG Agricultural to Planned Residential and a Basic Development Plan for 22.968 acres for property located on the East side of Bellefontaine Road and South of Chambersburg Road, further identified as Parcel Number P70 03908 0126 of the Montgomery County, Ohio Recorder's Office (Zoning Case 21-47), and;

WHEREAS, on December 14, 2021, the Planning Commission did meet and fully discuss the details of the request.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommended approval of the request.

Ms. Thomas moved to recommend approval of the application by Campbell Berling, requested approval of a Rezoning from AG Agricultural to Planned Residential and a Basic Development Plan for property located on the East side of Bellefontaine Road and South of Chambersburg Road, further identified as Parcel Number P70 03908 0126 of the Montgomery County, Ohio Recorder's Office (Zoning Case 21-47), in accordance with the recommendation of Staff's Memorandum dated December 01, 2021, with the following conditions:

1. The Basic Development Plan shall be the plans stamped received by the City of Huber Heights Planning Department on November 16, 2021 unless specifically modified below.
2. The minimum setbacks shall be as follows: 25-foot front yard, minimum 25-foot rear yard with a maximum of 15 lots having 20-foot rear setback, and 6-foot side yard.
3. An average of 40% of the surface area of the front façade shall be finished with brick or stone masonry products.

4. A drop lane for northbound traffic shall be installed and an acceleration lane to northbound Bellefontaine Road shall be installed; pending the results of a traffic impact study and approval by the City Engineer.
5. The applicant shall meet all petroleum company easement requirements
6. Prior to the issuance of a zoning permit, the applicant shall submit and receive approval of a Detailed Development Plan through the Planning Commission.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Mr. Jeffries, Ms. Opp, Ms. Thomas, Ms. Vargo, and Mr. Walton. NAYS: None. Motion to recommend approval carried 5-0.

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Terry Walton, Chair  
Planning Commission

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Date

**3. REZONING - The applicant, Campbell Berling, is requesting approval of a Rezoning and Basic Development Plan to PR (Planned Residential) for property located on the East side of Bellefontaine and South of Chambersburg Road (ZC 21-47).**

Mr. Foster stated that the applicant requests approval of a Rezoning to Planned Residential and Basic Development Plan for 22.968 acres on Bellefontaine Road for a residential subdivision.

The applicant, Campbell Berling, is looking to develop 22.968 acres on the east side of Bellefontaine Road. The applicant did appear for a pre-application conference several weeks ago. The intent is to build 132 residential lots. The request is to re-zone to Planned Residential for this development.

The Zoning Code is as follows:

**Chapter 1172 – (PR) Planned Residential District**

**1172.01 - Principal permitted uses.**

The following principal uses are permitted, provided that they are approved as provided for in this chapter:

- (a) All residential uses permitted in all other chapters of the Zoning Ordinance such as: one family dwellings, two family dwellings, multiple family dwellings, including garden apartments, row houses, quadraminiums and condominiums;
- (b) Churches and other places of worship;
- (c) Colleges, primary and secondary schools under School Board or Parochial supervision, and public libraries;
- (d) Public recreation buildings, parks, playgrounds and athletic fields under School Board, Parochial, other governmental supervision or "homeowners association" supervision; and
- (e) Uses designed solely to serve in a complimentary way the needs of this District above.

(Ord. 89-O-339, Passed 2-6-89)

**1172.02 - Accessory uses.**

The following accessory uses are permitted:

- (a) Uses customarily incidental to all permitted uses; and
- (b) Temporary structures and uses required during construction in this District.

(Ord. 89-O-339, Passed 2-6-89; Ord. No. 2019-O-2398 , § 1, 10-14-19)

1172.03 - Development standards.

Except when specifically modified herein, the provisions of Chapter 1181, "General Provisions", shall govern. In addition, the following development standards apply:

(a) Minimum "PR" Land Area Requirement.

- (1) A minimum of one acre shall be required.

(b) Dwelling Unit Density—Five Dwelling Units.

- (1) The average dwelling unit density for the entire district shall not exceed five dwelling units (DU) per acre.
- (2) Minimum area standards such as individual lot size, frontage, setbacks, side, and rear yards shall be those prescribed in the City approved detailed final development plans, except that: A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(c) Dwelling Unit Density—Eight Dwelling Units.

- (1) Dwelling unit density for the entire district shall not exceed eight dwelling units per acre of land on which dwellings are constructed. For example, if the entire district is three acres but dwellings are constructed on two acres only, dwelling unit density for the entire district shall not exceed 16 dwellings.
- (2) Minimum area standards such as individual lot size, frontage, setbacks, side, and rear yards shall be those prescribed in the City approved detailed final development plans, except that: A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(d) Dwelling Unit Density—Twelve Dwelling Units.

- (1) Dwelling unit density for the entire district shall not exceed 12 dwelling units per acre of land on which dwellings are constructed. For example, if the entire district is three acres but dwellings are constructed on two acres only, dwelling unit density for the entire district shall not exceed 24 dwellings. (2) Minimum area standards such as individual lot size, frontage, setbacks, side and rear yards shall be those prescribed in the City approved detailed final development plans, except that: A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

(e) Character of Neighborhood. Use of the Planned Residential Zoning District for developments with a proposed dwelling unit density greater than five dwelling units per acre shall be considered only when the district is bounded at least on one side by R-5, R-6, R-7, O-1, B, I, or Planned Development Districts.

(Case 378, 6-17-76; Case 235, 7-11-94; Ord. 94-O-711, Passed 7-11-94; Ord. 2006-O-1664, Passed 10-23-06)

1172.04 - Parking and loading.

(a) The provisions of Chapter 1185, "Parking and Loading", shall apply, except that at least two permanently maintained parking spaces shall be provided for each family unit, except for detached single family dwellings.

(b) Required parking spaces shall not be part of public thoroughfares, private roads leading to and serving the sites of the various uses in this district.

(Ord. 89-O-339, Passed 2-6-89)

1172.05 - Utilities.

The distribution systems for utilities are required to be underground.

(Ord. 89-O-339, Passed 2-6-89)

The request is for the following:

The City's Comprehensive Plan calls for this area to be single family residential. The proposed density is 5.7 units per acre.

Sanitary Sewer and water will connect into the City's public, main system. Water and sanitary are located along Bellefontaine Road. A pump station will be installed to move waste to the sanitary sewer system. Drainage will be handled through a public storm sewer system including a detention basin, following the City's code for storm water drainage. Bellefontaine Road has already been improved; however, staff recommends a drop lane for right hand turns into the development and a short acceleration lane out of the development. The interior street network of the development will be public with curb and sidewalk throughout.

This subdivision is proposing attached, patio homes on two styles of lots, 60 foot and 68 foot. Of the 132 total lots, 62 are proposed to be 60-foot lots and 70 are proposed to be 68-foot lots. All lots are proposed to have a minimum lot depth of one hundred ten (110) feet, twenty-five (25) foot front yard setback, a minimum of twenty-five (25) foot rear yard setbacks, and six (6) foot side yard setbacks. The proposal also calls for forty (40%) percent masonry on the front facades of each unit. This is significantly higher than the typical recommendation of twenty-five (25%) percent.

1171.05 - Contents of basic development plan.

- (a) The basic development plan shall consist of at least the following information together with such other data and materials as may be required by the City:
  - (1) Site plan showing the actual shape and dimensions of the lot to be built upon or to be changed in its use together with the location of the existing and proposed structures with approximate square footages, number of stories including heights

- (2) Typical elevation views of the front and side of each type of building;
- (3) Planning location and dimensions of all proposed drives, service access road, sidewalks, and curb openings;
- (4) Parking lot areas (show dimensions of a typical parking space), unloading areas, fire lanes and handicapped parking;
- (5) Landscaping plan, walls and fences;
- (6) Storm water detention and surface drainage;
- (7) Exterior lighting plan;
- (8) Vehicular circulation pattern;
- (9) Location and square footage of signs;
- (10) Topographic survey; and
- (11) Listing of proposed uses taken from the list of permitted and special uses of the PUD zoning district to which rezoning is being sought.

(b) The Planning Commission shall schedule both the proposed rezoning and the issue of approval of the basic development plan for a combined public hearing, following which it shall make its recommendation indicating approval, approval with modification or disapproval.

(Ord. 2006-O-1655, Passed 9-25-05)

1171.06 - General standards for approval.

The Planning Commission shall review the application, prepared development plan and the facts presented at the hearing. The applicant shall have the burden of proof. No approval shall be given unless the Commission shall find by a preponderance of the evidence that such PUD on the proposed locations:

- (a) Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;
- (b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- (c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;
- (d) Shall not impose an undue burden on public services such as utilities, fire, and



police protection, and schools;

- (e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;
- (f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the existing intended uses, and any part of a PUD not used for structures, parking and loading areas, or accessways;
- (g) Shall preserve natural features such as water courses, trees and rock outcrops, to the degree possible, so that they can enhance the overall design of the PUD;
- (h) Is designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services;
- (i) Shall place underground all electric and telephone facilities, street light wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;
- (j) Shall not create excessive additional requirements at public cost of public facilities and services and shall not be detrimental to the economic welfare of the community;
- (k) Shall not involve uses, activities, processes, materials, equipment, and conditions of operation that shall be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors; and
- (l) Rezoning of the land to the PUD District and approval of the development plan shall not adversely affect the public peace, health, morals, safety, or welfare.

Mr. Jeffries asked about the emergency safety access/boulevard. Mr. Foster said that would be for Council discussion. It was approved both ways.

Ms. Vargo asked about gas line. Mr. Foster said it does touch this property, there is an easement. Ms. Vargo asked about the electrical grid, Mr. Foster said to the south.

Mr. Jeffries asked about the creek on the northern edge. Defer to the applicant.

Mr. Walton asked how it ties into the Oaks directly across the street and Mr. Foster responded it is directly across the street but does not tie into the Oaks. The entrances would line up. Not part of that development.

Mr. Jeffries asked about the Oaks building materials and frontage, these being 40% is more than our requirement and Mr. Foster said the original approval for

## Planning Commission Meeting

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the Oaks was 25% and each case after didn't expand that number. Houses that back up to Shady Oak have to be full brick wrap. All PUDs in effect.

Ms. Thomas asked about the entrances lining up, will this have a Boulevard and Mr. Foster said no.

Bob Krohngold from Campbell Berling said rep from Fischer Homes is here also. Attached product, fee simple for sale, mixture of paired patio homes and attached two story town homes both with attached 2 car garages. 22-acre site, next to an electric substation, 3 pipelines, easements, and setbacks. We are open to exploring a Boulevard. Price point below single-family homes.

Ms. Vargo asked about price range. Jennifer Gonzalez from Fischer Homes said \$230,000.00. Up to \$250,000.00, semi-custom.

Mr. Krohngold talked about drop lane and acceleration lane coming out of the community. Significant road improvement on that frontage already, would like to amend decision record to say pending the results of a traffic impact study. We did increase setbacks but would like to revise the rear from 25 to 20 ft.

Ms. Thomas asked about proposed lighting and sidewalks. Mr. Krohngold said we team with Miami Valley Lighting and provide streetlights. Yes there will be sidewalks on both sides.

Mr. Jeffries said he wants to still see drop lane and acceleration lane. Mr. Krohngold said he would like to see some restriping. Concerning water, no additional run off? Mr. Krohngold said we'll provide detention.

Ms. Vargo would like staff to make decision if added words if needed. Mr. Krohngold would like guidance from traffic engineer. Mr. Foster stated that in a typical development like this a traffic study would be done.

Discussion on the setbacks and changing the minimum rear yard to 20 ft. Mr. Krohngold said about 10 – 15 range. Will try for 25 ft. max of 15 lots that won't meet that.

Mr. Jeffries asked how far away the nearest building is. Mr. Krohngold said next house is pretty far from property line, over 50 ft away.

### Concerns from neighbors

Cindy Smith all houses in the Oaks required to have 25% of entire building be brick or stone. Unless they border Bellefontaine or Fishburg where they are required to have 50%.

Project doesn't meet City's Comprehensive Plan

Density 0.33, The Oaks 2.05, this project 5.7

Traffic issues

Parking issues

Water absorption

Farm animals

Large equipment

Aging in place housing

Rural area

Wildlife

## Planning Commission Meeting

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Mr. Jeffries asked about the comprehensive plan and Mr. Foster said it was done 2011. Ten-year plan. Does say single family detached homes. 2021 new comprehensive plan probably 2022.

Ron Deak

No downtown, expensive to correct now.

Plan doesn't compliment anything

Stick to original plan

3 car garage, 2500 sq ft basement

No storage, then sheds and fences

Parking

Wetland detention

Impervious surface

Single family homes

One entrance

Fire safety

Accommodate the developer

Mr. Jeffries said calculations would come at Detailed, that is Engineering.

Drainage would not go into pond, tying into stormwater. 100% isn't going to retention pond. Mr. Foster deferred to developer. Emergency access point was presented in original presentation before email.

I personally take offense to saying we are here to accommodate the developer, we are volunteer residents.

Mike Harmon

Creek

Rural

Privacy

Fences

Water absorption

Visual peace, no noise

Dogs

William Clark, President of the Oaks HOA

Number of units

Density

Correcting prior mistakes

Retain 10-year plan

Property value

25% stone

Mellisa

Several ponds

Large animals

Farm equipment

Hunting/fishing

Don Stewart

Where do we stand, where do we go from here

Planning Commission Meeting

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Mr. Jeffries said this is a recommendation to Council  
This product is selling in other communities  
Life-style community patio homes do sell  
Neighbor sold this property

Bob Krohngold stated impervious issue is an engineering scientific calculation. It will be retained and released at predevelopment rate. The Landings isn't a single-family home, it works as a transition zone. Providing a variety of housing stock. Property value is determined by comps.

Mr. Jeffries asked about barrier around property. Mr. Krohngold said significant buffer in place already. Also, no fences or sheds on this property. There will be people with dogs, I can't control dogs.

Mr. Jeffries asked about demographics, cars per house. Mr. Krohngold said typically not families, 55 or older, room for 2 cars in driveway. Storage in garage, cars parked on the street. Maybe provide off street parking.

William Clark countered and said homes of likeness are used to calculate property value but others are used also.

Ron Hines appraisals look for comps that are very similar. They do compare the surrounding areas.

Tracy Harmon  
Living space looks out at this  
Love this area  
Sewage and pump

Mr. Foster said pump station. Mr. Krohngold stated sanitary sewer lift station. Lift station on Bellefontaine for the Oaks. Gravity sewer.

**Action**

Ms. Thomas moved to approve the request by the applicant, CAMPBELL BERLING, for an approval of a Rezoning from AG to PR and a Basic Development Plan for property located on the East side of Bellefontaine and South of Chambersburg Road, further identified as Parcel P70 03908 0126 of the Montgomery County Ohio Recorder's office (ZC 21-47) in accordance with the recommendation of Staff's Memorandum dated December 1, 2021, and the Planning Commission Decision Record written as amended.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Ms. Opp, Ms. Vargo, Ms. Thomas, Mr. Jeffries, and Mr. Walton. NAYS: None. Motion to approve carried 5-0.

Ms. Vargo said the only way to guarantee no one builds around you, you need to buy the land yourself.

Next step is the recommendation will be taken to a City Council meeting.

## Chodkowski, Bryan

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**From:** Ron Hinds <ronshinds@aol.com>  
**Sent:** Friday, December 31, 2021 8:04 AM  
**To:** Chodkowski, Bryan  
**Subject:** ZC 21-47 the development being proposed for the cornfield across from The Oaks entrance.

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

To All Concerned,

It is my belief that the development being proposed will adversely affect our property values (The Oaks) as well as not fit in with our overall neighborhood aesthetic. The City's Comprehensive Plan specifically states that the use for this land be single family detached homes on medium to large lots. It does not follow the Comprehensive Plan. They are duplexes, not detached homes and the lot size is not medium to large. Their minimum lot size is 2500sf. The Oaks minimum lot size is 12,000sf.

It is bordered by residential properties with a minimum of 3 acres, with a density of 0.33. The density of the proposed development is 5.7. By comparison, The Oaks is 2.05. This dramatic increase in density will cause many issues, primarily traffic-related.

Because of these and other reasons, I and residents of The Oaks are opposed to this development and request that the City Council deny the application.

As residents of The Oaks we are so grateful to live in this neighborhood and want to continue to enjoy it. We want our home values to remain and of course continue to appreciate. This proposed development will drag down our property values as any licensed appraiser will tell you.

Please vote an emphatic NO to this application.

Thanks for your consideration!

Sincerely,  
Ron

Ron Hinds  
6265 White Oak Way  
Huber Heights, Ohio  
**Realtor/Senior Associate Partner**  
Berkshire Hathaway HomeServices  
Professional Realty  
937-776-2225  
ronshinds@aol.com  
[www.ronhinds.com](http://www.ronhinds.com)

## Chodkowski, Bryan

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**From:** William <skimarks@hotmail.com>  
**Sent:** Friday, December 31, 2021 10:16 AM  
**To:** Chodkowski, Bryan  
**Subject:** FW: Another Email Please - Opposing ZC 21-47

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

Resending to you since I had an error in your email address below.

---

**From:** William  
**Sent:** Friday, December 31, 2021 10:14 AM  
**To:** publicmeeting@hhoh.org  
**Cc:** elyons@hhoh.org; nbyrge@hhoh.org; gotto@hhoh.org; rshaw@hhoh.org; dewebb@hhoh.org; kbaker@hhoh.org; akitchen@hhoh.org; mcampbell@hhoh.org; jgore@hhoh.org; bchodkowski@hhoh.org; Cindy Smith  
**Subject:** Another Email Please - Opposing ZC 21-47

Huber Heights City Leaders:

I respectfully provide this email for your attention and action as appropriate.

I continue to oppose the ZC 21-47 construction plan/rezoning as it degrades the Oaks of Huber Heights neighborhood concept. As I understand, it falls short of the original concept for this area of town. This area of town was meant to have larger lot sizes and homes that blend into the country homes and multi-acre lots and farms that surround it. When my wife and I were deciding where to build our retirement home 9 years ago we liked the Oaks development and the Callamere Farms neighborhood. They were upscale from the normal small brick homes that Huber Heights is famous for and where I owned my first, "starter" home 40 years ago. The Oaks neighborhood has plenty of space, a great blend of country and city and neighbors who take pride in their homes and neighborhood. In the last five years, it appears that the city of Huber Heights has returned to its roots by building smaller, starter lots/homes on the northeast section of Chambersburg and Bellefontaine Rds. And this past year a new builder tried to complete the remaining section of the Oaks neighborhood with small rental properties which is diametrically opposed to the Oaks concept. I'm very thankful and appreciative that the City Council did not allow this to happen. I understand Huber Heights' "Come grow with us" motto, but let's do it smartly and not let population density be our primary economic objective. The Huber Heights residents who live along the Bellefontaine Rd corridor chose this area because it is less dense, safer, and less expensive than comparable neighborhoods in other suburbs around Dayton. I request the Huber Heights City leaders continue to fight for us and smartly expand on one of the best neighborhood concepts in this part of Ohio. Thanks for your continued support.

William Marks  
5776 Oak Creek Trail

## Chodkowski, Bryan

---

**From:** Warren Taldo <wtaldo@gmail.com>  
**Sent:** Saturday, January 1, 2022 12:42 PM  
**To:** Lyons, Ed; Byrge, Nancy; Otto, Glenn; Shaw, Richard; Webb, Don; Baker, Kathleen; Kitchen, Anita; Campbell, Mark; Gore, Jeff; Chodkowski, Bryan  
**Subject:** Proposed Land Development

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Dear Mayor and City Council Members,

As a long time resident of the Oaks of Huber Heights, I would like you all to know that the vast majority of the people living in the Oaks are vehemently opposed to the recent application that has moved from the Planning Commission and now resides with you the City Council for the following reasons:

It is our belief that the development being proposed will adversely affect our property values as well as not fit in with our overall neighborhood aesthetic. The City's Comprehensive Plan specifically states that the use for this land be single family detached homes on medium to large lots. It does not follow the Comprehensive Plan. They are duplexes, not detached homes and the lot size is not medium to large. Their minimum lot size is 2500sf. The Oaks minimum lot size is 12,000sf.

It is bordered by residential properties with a minimum of 3 acres, with a density of 0.33. The density of the proposed development is 5.7. By comparison, The Oaks is 2.05. This dramatic increase in density will cause many issues, primarily traffic-related.

We here in the Oaks are hoping that the City Council will use common sense when they make decision that truly affect other residents in the said area, and deny this application.

Thank You,  
Warren & Catherine Taldo  
5921 Oak Creek Trail,  
Huber Heights, Ohio 45424

## Chodkowski, Bryan

---

**From:** Kathi Davis <darandkat@gmail.com>  
**Sent:** Saturday, January 1, 2022 6:56 PM  
**To:** Publicmeeting; eloyns@hhoh.org; Byrge, Nancy; Otto, Glenn; Shaw, Richard; Webb, Don; Baker, Kathleen; Kitchen, Anita; Campbell, Mark; Gore, Jeff; Chodkowski, Bryan  
**Cc:** BTGeek@aol.com  
**Subject:** Opposition to ZC 21-47

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Members of City Council,

Thank you for taking the time to read my email. I am writing in opposition to proposal ZC 21-47. I live in the Oaks Of Huber Heights neighborhood, across from the location of the proposed new development. This proposal will adversely affect the property values of the homes in my neighborhood. Additionally, the developer's proposal is not in line with the City's Comprehensive Plan that requires the land to be used for single family dwellings. I love my neighborhood and want to keep my home-investment growing. Developing single-family homes in line with the already approved mandates would be welcome.

Respectfully,

Kathi Davis  
6224 Oak Ridge Drive  
443-306-4535  
darandkat@gmail.com



## Chodkowski, Bryan

---

**From:** Michael Harman <mjharman1@gmail.com>  
**Sent:** Saturday, January 1, 2022 9:24 PM  
**To:** Publicmeeting  
**Cc:** Byrge, Nancy; Otto, Glenn; Shaw, Richard; Webb, Don; Baker, Kathleen; Kitchen, Anita; Campbell, Mark; Gore, Jeff; Chodkowski, Bryan; Lyons, Ed  
**Subject:** City Council meeting opposition to ZC 21-47

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

HH City Council,

My name is Michael Harman and I own the property immediately along the NW border of the property in question.

I oppose this development, as proposed.

When I purchased my home I was told that single family homes "might" get built on this property. This proposal is not in line with the 2011 Huber Heights Comprehensive Plan which calls for "Single Family Residential" homes. Why did this usage change not come up in the discussions with the planning council. Was there a predetermined guarantee that this change in use would be approved?

I knew of the 2011 plan when we moved here in 2019. We own 4 acres and chose this area for more space. My house is oriented so the windows face away from Bellefontaine road and my single neighbor to the north. This plan will place 20 homes within 25 feet of my southern property line and completely removes the privacy I purchased my home for. Currently we see trees, greenery, and fields south and east of my home but these trees are not sufficient to block out homes from my eyelines. I expected to eventually see 2 or 3 homes, not 20.

If you add 132 homes, traffic and related noise will increase. Bellefontaine is already a drag strip and this will increase traffic. A light will be needed at Fishburg and at the development entrance and I expect we will eventually need speed bumps in this area as well.

I chose this area for its lack of traffic and distractions, so I am asking you to oppose this development.

Sincerely,  
Michael Harman  
6480 Bellefontaine

## Chodkowski, Bryan

---

**From:** tadrjd@woh.rr.com  
**Sent:** Sunday, January 2, 2022 2:56 AM  
**To:** Lyons, Ed; Byrge, Nancy; Otto, Glenn; Shaw, Richard; Webb, Don; Baker, Kathleen; Kitchen, Anita; Campbell, Mark; Gore, Jeff; Chodkowski, Bryan  
**Cc:** 'btgeek@aol.com'  
**Subject:** ZC 21-47 Concerns

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

I am sure I am not the only one that has concerns with the planned development adjacent to the Oaks on Bellefontaine Rd. While many are subjective I will keep it objective.

1) I attended the planning meeting and I encourage each one of you to listen and watch it. How different the planning board was to our concerns and facts on this one versus the Jen Realty with the other plot of land I call the church property. It seemed that while they listened to our questions everything was on deaf ear and as I said when I spoke it was rubber stamping what the developer proposed. Mr. Jefferies took exception to my comment after I ended but did not enter into any questions and answers with anyone that showed up. His only comment that concerned my dialog was later that there is a market for that type of unit but I was not allowed to rebut. Mr. Stewart got up and asked is there anyway to stop it in its tracks, the comment from the board no. Why is my questions when the proposed development is wrong on many fronts. I plan on attending like many others to the upcoming meeting and hope there will be dialog with property owners and developer with council. Ms. Vargo also during the planning meeting said that he is the property owner and can submit what he wants to do and get it approved. While I agree with her statements the developer also needs to develop in a comprehensive manner satisfying all the laws ordinances etc. where it complements the surrounding areas. Since I had a license as a professional comprehensive planner everything I say will be in an objective state.

1) The area zoned is for single family with agriculture. I asked what basis the developer has to change the zoning? still waiting for an answer other than he/she is the owner.

2) The developed area exceeds the minimum EPA requirements for the catch pond. I have asked for the calculations from the planning board and nothing has been received. With a development of over 40% impermeable land the acre feet of water goes up exponentially and with my rough calculation would have to be at least 5 times larger than proposed in the neighborhood of 30acre feet of water. The pond is near not the size of that. Still waiting for the calculations. This is important why ...you have two streams that also include wetlands under the EPA definition that will be altered. The area in question in the stream near Bath road and the wetlands adjacent to Mr. Lyons property and others down stream. A complete analysis is required as this amount of storm water flow affects the surrounding areas and the associated wetlands on the properties that are near it.

3) Setback why was the setback to the road changed from 25 feet to 20 feet? I can only say it was to accommodate the design of the developer

4) With more units than the Oaks with a density that goes up to almost six units per acre from a little over 2 per acre in the Oaks and 1 unit per 3-5 acres on the other sides of the development. No justification given to the benefits of this during the planning meeting other than he owns the property. Huber Heights was built on what I term suburban sprawl. This means there is no structure and flow to the city as there is no identifiable downtown. What do I mean by this. It is nearly impossible it not impossible to correct the past developments. The city is trying to have a downtown on the Brandt Pike corridor but only so much can be done without buyouts etc. to correct what is incorrect. It would be astronomically expensive. This type of density is made for areas that are directly adjacent to commercial property ie gas, restaurants and shopping.

5) Traffic study was asked for! where is it when you add over 500 more vehicles to that residential area. There is only one entrance for vehicular traffic. It requires two.

6) Emergency Response. While there is two entrances for emergency responses maneuvering through the development will be nearly impossible. The front of each unit with two car garage, creates space for two cars. Any overage parks on the street as these units do not have storage out side the garage and the developer indicates that there will be no sheds. I believe that is against the law. The average house has 3.1 vehicles. You will have very little parking on the street since most of the area will be consumed by concrete drive ways. Take response of fire trucks and snow plows and you can see there is not enough room to safely respond and do their jobs.

7) No sidewalks or boulevard entrance on to Bellefontaine.

8) Lift station what is the location and how will it tie into the main system. Since there is a lot of grade change, if it is located in the front of the development the sewer system would be down in excess of 40 feet. Not reasonable. Need the developer address this with a clear answer which he has not done including the size, back up power requirements and tie ins into the main system.

9) No brick at least 25 percent of the home as others are required to have. This is a simple one, the developer is cutting costs to raise his profit margins.

10) The gas right of way! where is the approval from the gas line owner to have it just paved over? none provided. You just cannot pave over a right of way

11) Open space require! where is it? While the developer would say the area adjacent to the substation would be it. First it is dangerous to have a open space play area right next to a major substation and with an area this big needs to be more centralized at least two to three areas.

12) Mail pick delivery cluster boxes! Where will they be since all the property is developed other than the area next to the substation. Imagine putting all those mail boxes there and having lines of vehicles trying to get their mail and it would be right at the entrance off Bellefontaine creating hazardous conditions on Bellefontaine.

I can continue on and on but just wanted to hit the high points. Every developer has a right to develop any piece of property and make a profit but it needs to be done correctly with the surrounding area and not create more problems for a lifetime and beyond for the home owners there and the city of Huber Heights.

Should any of you have any additional questions or want clarification you can do so by emailing me and or calling me at 7816989177.

Thanks in advance for allowing to me address many issues in an objective way and to make Huber Heights the place to be to live work and play. It just needs to be done in a sound, harmonious completing way for all. If there is something you do not understand or does not make sense please advise

Regards and Happy Year to all.

Ron Deak

**From:** [Publicmeeting](#)  
**To:** [Rodgers, Anthony](#)  
**Subject:** FW: City Council meeting opposition to ZC 21-47  
**Date:** Monday, January 3, 2022 11:28:23 AM

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**From:** Michael Harman <mjharman1@gmail.com>  
**Sent:** Saturday, January 1, 2022 9:24 PM  
**To:** Publicmeeting <Publicmeeting@hhoh.org>  
**Cc:** Byrge, Nancy <NByrge@hhoh.org>; Otto, Glenn <GOtto@hhoh.org>; Shaw, Richard <RShaw@hhoh.org>; Webb, Don <DEWebb@hhoh.org>; Baker, Kathleen <KBaker@hhoh.org>; Kitchen, Anita <AKitchen@hhoh.org>; Campbell, Mark <MCampbell@hhoh.org>; Gore, Jeff <JGore@hhoh.org>; Chodkowski, Bryan <BChodkowski@hhoh.org>; Lyons, Ed <ELyons@hhoh.org>  
**Subject:** City Council meeting opposition to ZC 21-47

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HH City Council,

My name is Michael Harman and I own the property immediately along the NW border of the property in question.

I oppose this development, as proposed.

When I purchased my home I was told that single family homes "might" get built on this property. This proposal is not in line with the 2011 Huber Heights Comprehensive Plan which calls for "Single Family Residential" homes. Why did this usage change not come up in the discussions with the planning council. Was there a predetermined guarantee that this change in use would be approved?

I knew of the 2011 plan when we moved here in 2019. We own 4 acres and chose this area for more space. My house is oriented so the windows face away from Bellefontaine road and my single neighbor to the north. This plan will place 20 homes within 25 feet of my southern property line and completely removes the privacy I purchased my home for. Currently we see trees, greenery, and fields south and east of my home but these trees are not sufficient to block out homes from my eyelines. I expected to eventually see 2 or 3 homes, not 20.

If you add 132 homes, traffic and related noise will increase. Bellefontaine is already a drag strip and this will increase traffic. A light will be needed at Fishburg and at the development entrance and I expect we will eventually need speed bumps in this area as well.

I chose this area for its lack of traffic and distractions, so I am asking you to oppose this development.

Sincerely,  
Michael Harman  
6480 Bellefontaine

**From:** [Publicmeeting](#)  
**To:** [Rodgers, Anthony](#)  
**Subject:** FW: Opposition to ZC 21-47  
**Date:** Monday, January 3, 2022 11:27:49 AM

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-----Original Message-----

From: Kathi Davis <darandkat@gmail.com>  
Sent: Saturday, January 1, 2022 6:56 PM  
To: Publicmeeting <Publicmeeting@hhoh.org>; eloyns@hhoh.org; Byrge, Nancy <NByrge@hhoh.org>; Otto, Glenn <GOtto@hhoh.org>; Shaw, Richard <RShaw@hhoh.org>; Webb, Don <DEWebb@hhoh.org>; Baker, Kathleen <KBaker@hhoh.org>; Kitchen, Anita <AKitchen@hhoh.org>; Campbell, Mark <MCampbell@hhoh.org>; Gore, Jeff <JGore@hhoh.org>; Chodkowski, Bryan <BChodkowski@hhoh.org>  
Cc: BTGeek@aol.com  
Subject: Opposition to ZC 21-47

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Members of City Council,

Thank you for taking the time to read my email. I am writing in opposition to proposal ZC 21-47. I live in the Oaks Of Huber Heights neighborhood, across from the location of the proposed new development. This proposal will adversely affect the property values of the homes in my neighborhood. Additionally, the developer's proposal is not in line with the City's Comprehensive Plan that requires the land to be used for single family dwellings. I love my neighborhood and want to keep my home-investment growing. Developing single-family homes in line with the already approved mandates would be welcome.

Respectfully,

Kathi Davis  
6224 Oak Ridge Drive  
443-306-4535  
darandkat@gmail.com

**From:** [Publicmeeting](#)  
**To:** [Rodgers, Anthony](#)  
**Subject:** FW: Another Email Please - Opposing ZC 21-47  
**Date:** Monday, January 3, 2022 11:27:07 AM

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**From:** William <skimarks@hotmail.com>  
**Sent:** Friday, December 31, 2021 10:14 AM  
**To:** Publicmeeting <Publicmeeting@hhoh.org>  
**Cc:** Lyons, Ed <ELyons@hhoh.org>; Byrge, Nancy <NByrge@hhoh.org>; Otto, Glenn <GOtto@hhoh.org>; Shaw, Richard <RShaw@hhoh.org>; Webb, Don <DEWebb@hhoh.org>; Baker, Kathleen <KBaker@hhoh.org>; Kitchen, Anita <AKitchen@hhoh.org>; Campbell, Mark <MCampbell@hhoh.org>; Gore, Jeff <JGore@hhoh.org>; bchodkowski@hhoh.org; Cindy Smith <BTGeek@aol.com>  
**Subject:** Another Email Please - Opposing ZC 21-47

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Huber Heights City Leaders:

I respectfully provide this email for your attention and action as appropriate.

I continue to oppose the ZC 21-47 construction plan/rezoning as it degrades the Oaks of Huber Heights neighborhood concept. As I understand, it falls short of the original concept for this area of town. This area of town was meant to have larger lot sizes and homes that blend into the country homes and multi-acre lots and farms that surround it. When my wife and I were deciding where to build our retirement home 9 years ago we liked the Oaks development and the Callamere Farms neighborhood. They were upscale from the normal small brick homes that Huber Heights is famous for and where I owned my first, "starter" home 40 years ago. The Oaks neighborhood has plenty of space, a great blend of country and city and neighbors who take pride in their homes and neighborhood. In the last five years, it appears that the city of Huber Heights has returned to its roots by building smaller, starter lots/homes on the northeast section of Chambersburg and Bellefontaine Rds. And this past year a new builder tried to complete the remaining section of the Oaks neighborhood with small rental properties which is diametrically opposed to the Oaks concept. I'm very thankful and appreciative that the City Council did not allow this to happen. I understand Huber Heights' "Come grow with us" motto, but let's do it smartly and not let population density be our primary economic objective. The Huber Heights residents who live along the Bellefontaine Rd corridor chose this area because it is less dense, safer, and less expensive than comparable neighborhoods in other suburbs around Dayton. I request the Huber Heights City leaders continue to fight for us and smartly expand on one of the best neighborhood concepts in this part of Ohio. Thanks for your continued support.

William Marks  
5776 Oak Creek Trail

**From:** [Publicmeeting](#)  
**To:** [Rodgers, Anthony](#)  
**Subject:** FW: ZC 21-47 the development being proposed for the cornfield across from The Oaks entrance.  
**Date:** Monday, January 3, 2022 11:26:46 AM

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**From:** Ron Hinds <ronshinds@aol.com>  
**Sent:** Friday, December 31, 2021 8:00 AM  
**To:** Publicmeeting <Publicmeeting@hhoh.org>  
**Cc:** Lyons, Ed <ELyons@hhoh.org>; Byrge, Nancy <NByrge@hhoh.org>; Otto, Glenn <GOtto@hhoh.org>; Shaw, Richard <RShaw@hhoh.org>; Webb, Don <DEWebb@hhoh.org>; Baker, Kathleen <KBaker@hhoh.org>; Kitchen, Anita <AKitchen@hhoh.org>; Campbell, Mark <MCampbell@hhoh.org>; Gore, Jeff <JGore@hhoh.org>; bchodkowski@hhoh.orgit  
**Subject:** ZC 21-47 the development being proposed for the cornfield across from The Oaks entrance.

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To All Concerned,

It is my belief that the development being proposed will adversely affect our property values (The Oaks) as well as not fit in with our overall neighborhood aesthetic. The City's Comprehensive Plan specifically states that the use for this land be single family detached homes on medium to large lots. It does not follow the Comprehensive Plan. They are duplexes, not detached homes and the lot size is not medium to large. Their minimum lot size is 2500sf. The Oaks minimum lot size is 12,000sf.

It is bordered by residential properties with a minimum of 3 acres, with a density of 0.33. The density of the proposed development is 5.7. By comparison, The Oaks is 2.05. This dramatic increase in density will cause many issues, primarily traffic-related.

Because of these and other reasons, I and residents of The Oaks are opposed to this development and request that the City Council deny the application.

As residents of The Oaks we are so grateful to live in this neighborhood and want to continue to enjoy it. We want our home values to remain and of course continue to appreciate. This proposed development will drag down our property values as any licensed appraiser will tell you.

Please vote an emphatic NO to this application.  
Thanks for your consideration!  
Sincerely,  
Ron

Ron Hinds  
6265 White Oak Way  
Huber Heights, Ohio  
Realtor/Senior Associate Partner  
Berkshire Hathaway HomeServices  
Professional Realty

937-776-2225  
[ronshinds@aol.com](mailto:ronshinds@aol.com)  
[www.ronhinds.com](http://www.ronhinds.com)



**From:** [Publicmeeting](#)  
**To:** [Rodgers, Anthony](#)  
**Subject:** FW: Opposing ZC 21-47  
**Date:** Monday, January 3, 2022 12:04:01 PM

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**From:** Ron & Joyce D'Allessandris <rjdallessandris@gmail.com>  
**Sent:** Monday, January 3, 2022 11:57 AM  
**To:** Publicmeeting <Publicmeeting@hhoh.org>  
**Cc:** Lyons, Ed <ELyons@hhoh.org>; Byrge, Nancy <NByrge@hhoh.org>; Otto, Glenn <GOtto@hhoh.org>; Shaw, Richard <RShaw@hhoh.org>; Webb, Don <DEWebb@hhoh.org>; Baker, Kathleen <KBaker@hhoh.org>; Kitchen, Anita <AKitchen@hhoh.org>; Campbell, Mark <MCampbell@hhoh.org>; Gore, Jeff <JGore@hhoh.org>; bchodkowski@hhoh.orgit  
**Subject:** Opposing ZC 21-47

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### ***Council members***

***We stand opposed to ZC 21-47, major concern is the effect on property values if this plan is approved. It is also our understanding that the City's Comprehensive Plan is not being adhered to, If the proposed ZC21-47 does not reflect the Comprehensive plan, how did it ever leave the Planning Commission? With lot size reduction and the construction of duplexes instead of single homes this proposal does not meet the standards that Comprehensive plan lays out.***

***Thanks for your time***

***Ron & Joyce D'Allessandris***  
***[rjdallessandris@gmail.com](mailto:rjdallessandris@gmail.com) with***  
***Home Phone 937-254-0005***  
***Ron Cell Phone 937-681-3492***  
***Joyce Cell Phone 937-681-3498***



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## Chodkowski, Bryan

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**From:** Mellanie Toles <tolesm@clarkstate.edu>  
**Sent:** Tuesday, January 4, 2022 10:04 AM  
**To:** Publicmeeting  
**Cc:** Lyons, Ed; Byrge, Nancy; Otto, Glenn; Shaw, Richard; Webb, Don; Baker, Kathleen; Kitchen, Anita; Campbell, Mark; Gore, Jeff; Chodkowski, Bryan  
**Subject:** Opposition to ZC 21-47  
**Importance:** High

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Dear City Council Members:

We are writing in opposition to the proposed development ZC 21-47, which would be located directly across from The Oaks of Huber Heights entrance and specifically, our home.

It is our belief that the development being proposed will adversely affect our property values and it will not fit in with our overall neighborhood aesthetic. The City's Comprehensive Plan specifically states that the use for this land be single family detached homes on medium to large lots. This proposed development does not follow the Comprehensive Plan. They are duplexes, not detached homes, and the lot size is not medium to large. Their minimum lot size is 2,500 sf, while The Oaks' minimum lot size is 12,000 sf.

The property is bordered by residential properties with a minimum of 3 acres, with a density of 0.33. The density of the proposed development is 5.7. By comparison, The Oaks is 2.05. This dramatic increase in density will cause many issues, primarily traffic-related.

Because of these and other reasons, we are opposed to this development and request that the City Council deny the application. We respectfully ask that you act to protect the property values we have worked hard to maintain by voting down this proposed development.

Thank you for your time and consideration!

Gene Bell and Mellanie Toles  
6131 Oak Ridge Drive  
Dayton, OH 45424



**Mellanie Toles**

*Executive Assistant to the President and Coordinator of Special Projects*  
Clark State College | [www.clarkstate.edu](http://www.clarkstate.edu)  
937.328.6002 | [tolesm@clarkstate.edu](mailto:tolesm@clarkstate.edu)

## **Chodkowski, Bryan**

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**From:** FORD, JOEL P GS-12 USAF AFMC 711 HPW/OMZ <joel.ford.3@us.af.mil>  
**Sent:** Monday, January 3, 2022 5:11 PM  
**To:** Publicmeeting  
**Cc:** Lyons, Ed; Byrge, Nancy; Otto, Glenn; Shaw, Richard; Webb, Don; Baker, Kathleen; Kitchen, Anita; Campbell, Mark; Gore, Jeff; Chodkowski, Bryan  
**Subject:** Opposed to ZC 21-47

My name is Joel Ford. I live in The Oaks. My wife and I are both vehemently opposed to the diversion from the city's original comprehensive plan. The variation from the city plan will undoubtedly have an adverse effect on our property values as population density will increase and traffic issues will surely follow. This community has worked hard to keep a safe and clean environment to raise our family's and have a quiet place to retire. Please deny the application as it does not adhere to the city's overall comprehensive plan of single family homes.

Joel P. Ford  
Facility Operations Specialist  
711 HPW/OMZ  
Room: W344.14  
Office: (937)938-2629  
Cell: (937)716-4524

## **Chodkowski, Bryan**

---

**From:** Tressa Kneer <treskneer@aol.com>  
**Sent:** Monday, January 3, 2022 5:00 PM  
**To:** Publicmeeting  
**Cc:** Lyons, Ed; Byrge, Nancy; Otto, Glenn; Shaw, Richard; Webb, Don; Baker, Kathleen; Kitchen, Anita; Campbell, Mark; Gore, Jeff; Chodkowski, Bryan  
**Subject:** ZC 21-47

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To members of Huber Heights City Council:

It is our belief that the development being proposed on Bellefontaine Road across from Oak Ridge Drive will adversely affect our property values and will not fit in with our overall neighborhood aesthetic. The City's Comprehensive Plan specifically states that the use for this land be single family detached homes on medium to large lots. This proposal does not follow the Comprehensive Plan. The buildings are duplexes, not detached homes, and the lot size is not medium-to-large. The proposed minimum lot size is 2500sf. The Oaks' minimum lot size is 12,000sf.

This land is bordered by residential properties with a minimum of 3 acres, with a density of 0.33. The density of the proposed development is 5.7. By comparison, The Oaks is 2.05. This dramatic increase in density will cause many issues, primarily traffic-related.

Because of these and other reasons, we are opposed to this development and request that the City Council deny the application. We insist that the city stick with the Comprehensive Plan. Why is the City always bending to the wants of the developers and not the citizens? The density does not need to match that of the Oaks exactly, but putting A) duplexes and B) buildings so close together does not at all fit the LOOK and PLAN of the area!

The Planning Commission, after hearing from multiple residents opposed to the development, still voted unanimously to NOT follow the Comprehensive Plan and recommended the development be allowed. A member of the Planning Commission, during the meeting last month to discuss this topic, said that if a resident didn't like what was proposed, he/she could always buy the land him/herself. Really, that is the City's solution??! The answer should be that the City is following the Comprehensive Plan, especially given that the people who it will affect are opposed.

Thank you for your attention to this matter and Happy New Year.

Sincerely,

Jon and Tressa Kneer

## **Chodkowski, Bryan**

---

**From:** gallahad@aol.com  
**Sent:** Monday, January 3, 2022 12:31 PM  
**To:** Publicmeeting  
**Cc:** Lyons, Ed; Byrge, Nancy; Otto, Glenn; Baker, Kathleen; Shaw, Richard; dewbb@hhoh.org; Kitchen, Anita; Campbell, Mark; Gore, Jeff; Chodkowski, Bryan  
**Subject:** I Oppose 21-47

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I oppose ZC 21-47.

David Lee  
5872 Oak Creek Trail  
Huber Heights, OH 45424

## Chodkowski, Bryan

---

**From:** Brad Smith <BTGeek@aol.com>  
**Sent:** Monday, January 3, 2022 1:39 PM  
**To:** publichearing@hhoh.org  
**Cc:** Gore, Jeff; Lyons, Ed; Byrge, Nancy; Otto, Glenn; Shaw, Richard; Webb, Don; Baker, Kathleen; Kitchen, Anita; Campbell, Mark; Chodkowski, Bryan  
**Subject:** Opposition to Zoning Case 21-47

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

Dear Mr. Mayor and Members of Council,

We are writing to voice our opposition to Zoning Case 21-47 for the following reasons:

ZC 21-47 Does Not Comply with the City's Comprehensive Plan - They are not Single Family Detached Homes on Medium to Large Lots

The Future Land Use Map on page 18 of the Comprehensive Plan references that this property is to be Single-Family Residential based on the Legend at the bottom of the page. Page 19 further defines "Single Family- Residential" as single-family detached homes on medium to large lots. While the Staff Report states that the project complies with the Comprehensive Plan as being Single Family Residential; Mr. Foster read the full Page 19 definition to the Planning Commission during the meeting on December 14th. Clearly the project does NOT comply with the full definition. The Staff Report has not been amended.

The Planning Commission did NOT comply with Ordinance 1171.06 - General standards for approval

This information was provided as part of the Staff Report. The bolding is my addition.

*1171.06 - General standards for approval.*

*The Planning Commission shall review the application, prepared development plan and the facts presented at the hearing. The applicant shall have the burden of proof. **No approval shall be given unless the Commission shall find by a preponderance of the evidence that such PUD on the proposed locations:***

***(a) is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;***

As this application is NOT consistent with the comprehensive development plan, it should not have been approved by the Planning Commission.

ZC 21-47 does NOT match the densities of the bordering properties

The residential properties that border this project are all homes on a minimum of 3 acres, with a maximum density of 0.33. This project has a density of 5.7, or 17 times the bordering density. The Oaks does not border the property; it is on the opposite side of Bellefontaine. For comparison, the density of The Oaks is 2.05. This proposal is more than 2 and 1/2 times

the density of The Oaks. This dramatic increase in density will cause problems, many traffic related. Their density will cause parking issues within their own community. With lots as narrow as 30 feet and driveways being approximately 18 feet, that only leaves 12 feet of street available. Taking into account fire hydrants and centralized mailboxes, the parking issues that more traditional neighborhoods experience and discussed at length during the City's Town Hall meeting a few months ago, will be exacerbated by this design. It will also cause a loss of the overall neighborhood aesthetic, the area on the east side of Bellefontaine is all rural homes on significant acreage.

ZC 21-47 will incur a significant increase of impervious surface, creating water issues for the surrounding properties

We would like to point out the higher percentage of impervious surfaces resulting from this plan. The land previously was all agricultural, all pervious surfaces; the ground and the plants absorbing water. Now with minimum 2500sf lots, ranch houses of approximately 1250sf with a 2 car garage of 360 sf and a 25 foot long two car driveway of 450 sf that makes 2060 sf of impervious surface not including any porch, patio or sidewalks. There is not a lot of ground left to absorb water. Will this cause issues for the amount of water running down to the creeks on neighboring properties? Also, just from a general Climate Change discussion, this is a huge percentage of impervious surface.

ZC 21-47 does not fit the masonry standards of the area

The Staff Report on Page 5 states *"The proposal also calls for forty (40%) masonry on the front facades of each unit. This is significantly higher than the typical recommendation of twenty-five (25%) percent.* At the December 14th Planning Commission Meeting, I pointed out to Mr. Foster that Ordinance 1405 from 2003 calls for homes in The Oaks to have a minimum of 25% of the entire exterior be brick or stone unless they back up to Bellefontaine or Fishburg, in which case they have a 50% requirement. And that is of the entire exterior, not just the front facade. The majority of the homes in The Oaks have a brick front and also brick wrapping to the sides. The majority of the homes that abut this property have full brick wraps.

Also, I would like to point out the many "masonry" discussions before the City Council and that in the Ordinances passed while the masonry requirement has been under review, Mr. Falkowski amended Ordinances to state brick or stone, not "masonry."

In summary, this project does not fit with the bordering properties. We believe this will have a negative effect on our property values. We are not opposed to development on that property. However, any development should fit the City's Comprehensive Plan and be aligned with the homes already in existence.

There are several families that have recently purchased rural homes bordering this property. They bought because they wanted the space, peace and lifestyle that goes with rural living. There are some that have lived there for four generations. They run farm equipment, have animals and hunt on their own land. Now put houses 20 feet from their property line. Will it cause problems because this is not a good place to put 132 houses? We believe it will and that is why the City's Comprehensive Plan outlined specific requirements for this property for any future use — and this development does not meet those requirements.

Please vote no on Zoning Case 21-47.

Thank you for your time and consideration.

Respectfully,

Cindy and Brad Smith

**From:** Michael Harman <[mjharman1@gmail.com](mailto:mjharman1@gmail.com)>

**Sent:** Sunday, January 9, 2022 4:57 PM

**To:** Byrge, Nancy <[NByrge@hhoh.org](mailto:NByrge@hhoh.org)>; Otto, Glenn <[GOtto@hhoh.org](mailto:GOtto@hhoh.org)>; Shaw, Richard <[RShaw@hhoh.org](mailto:RShaw@hhoh.org)>; Webb, Don <[DEWebb@hhoh.org](mailto:DEWebb@hhoh.org)>; Baker, Kathleen <[KBaker@hhoh.org](mailto:KBaker@hhoh.org)>; Kitchen, Anita <[AKitchen@hhoh.org](mailto:AKitchen@hhoh.org)>; Campbell, Mark <[MCampbell@hhoh.org](mailto:MCampbell@hhoh.org)>; Gore, Jeff <[JGore@hhoh.org](mailto:JGore@hhoh.org)>; Chodkowski, Bryan <[BChodkowski@hhoh.org](mailto:BChodkowski@hhoh.org)>; Lyons, Ed <[ELyons@hhoh.org](mailto:ELyons@hhoh.org)>

**Subject:** Council Feedback on property impacts from ZC 21-47

**CAUTION EXTERNAL EMAIL:** This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

Good afternoon members,

I live just north of the ZC 21-47 property.

I wanted to show you what this development would look like from my view.

I realize it's hard to understand the impact from an aerial view so I attached a short set of pictures showing how my complete view would be consumed by a wall of homes.

Please take a moment to see my perspective.

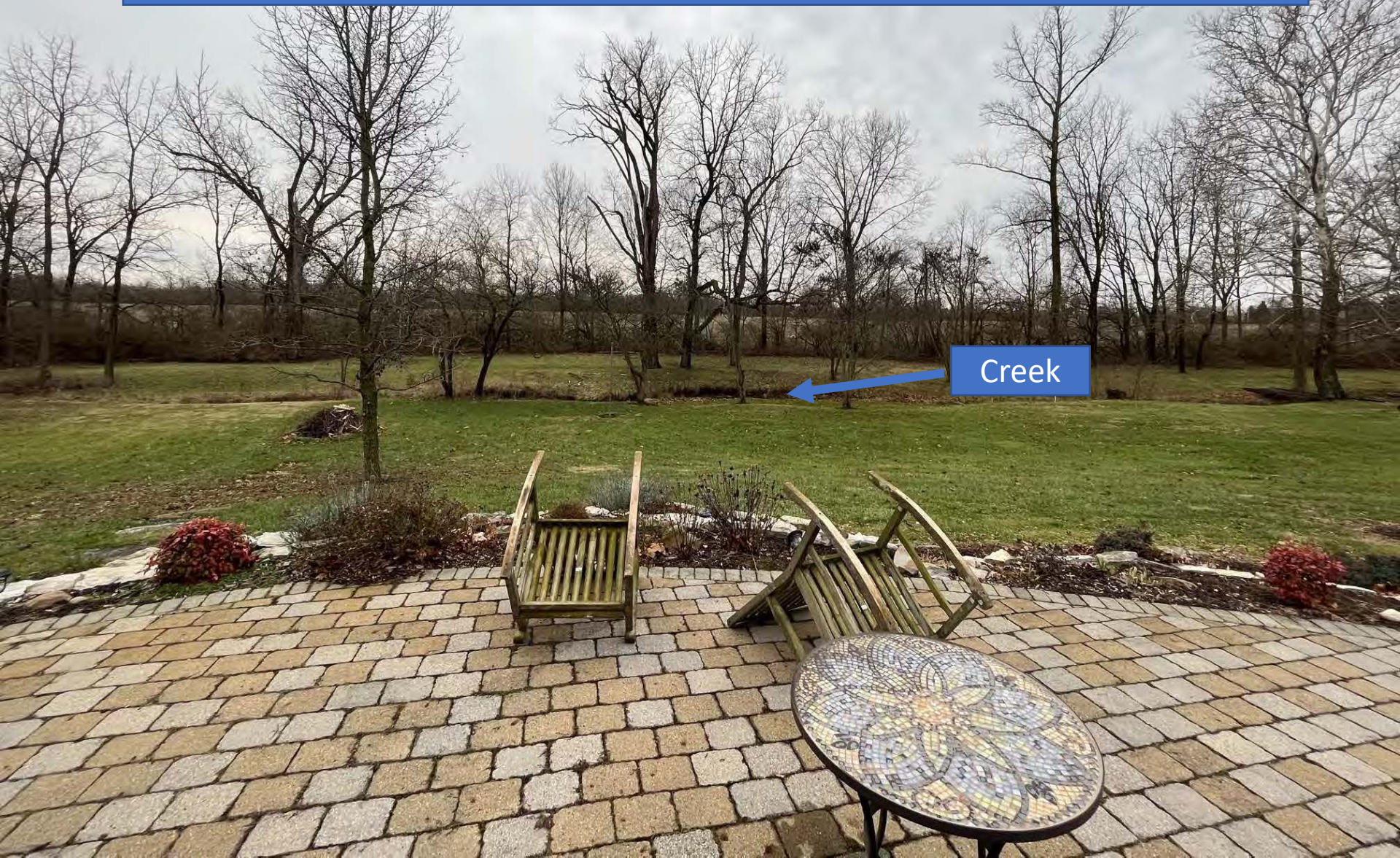
I don't know how you plan to vote on this topic but I am happy to discuss with you individually, if you like.

Please contact me via cell below.

Michael Harman  
6480 Bellefontaine Rd  
937-768-9561



This is my current view and one of the main reasons I bought this home







This is the surface of the field where the homes would go

The field slopes down toward the creek as it comes toward my property

Creek



This development would place 15-20 tightly packed home all along this property line and dramatically destroy this view



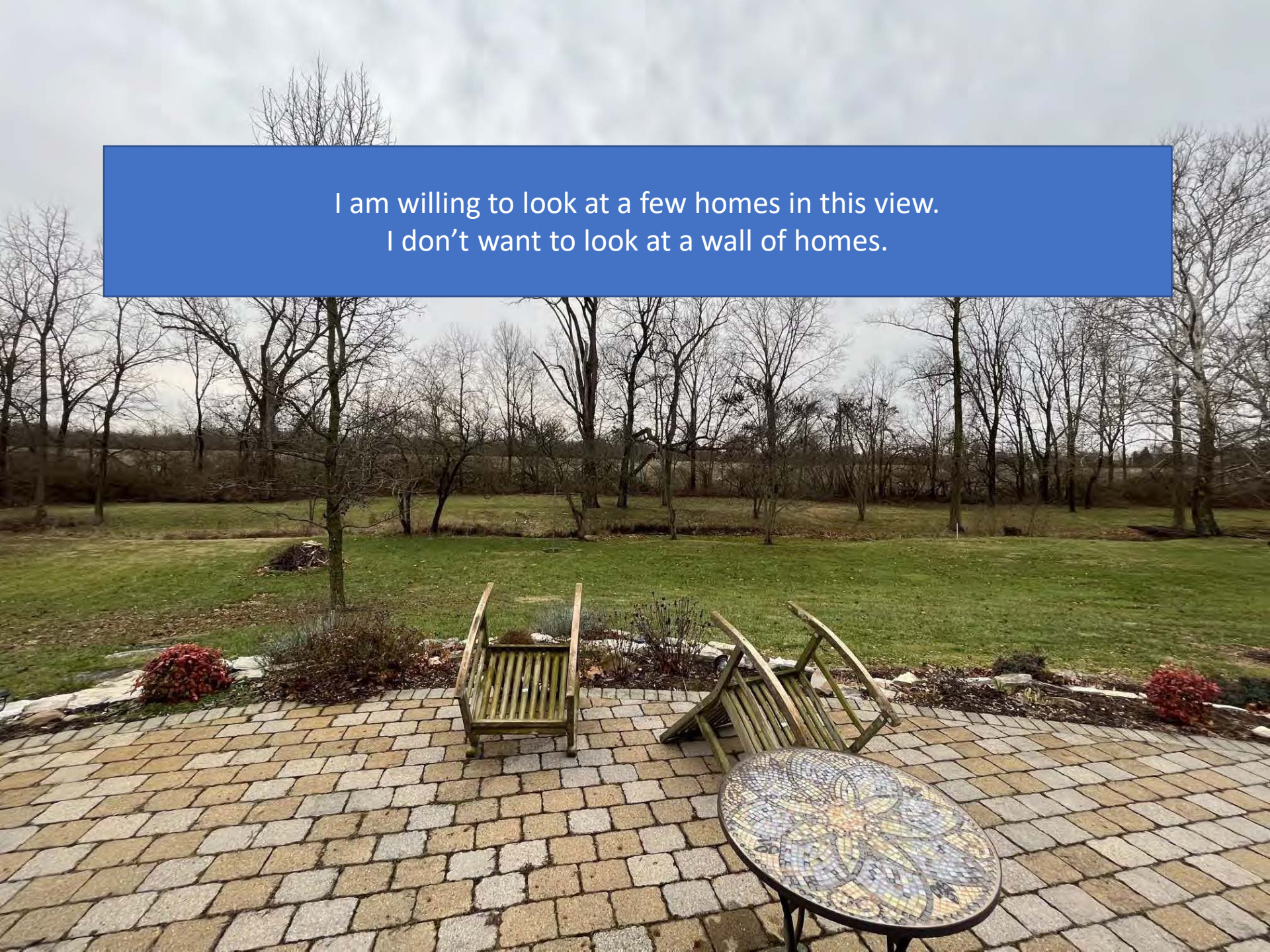


I don't want to look at a fence, but even a 6 foot high solid privacy fence will not hide the view into all these yards, since it would be close to the property line and lower than the homes and I could probably see right over it.





I am willing to look at a few homes in this view.  
I don't want to look at a wall of homes.





CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2022-O-

TO APPROVE A REZONING FROM AGRICULTURAL TO PLANNED RESIDENTIAL AND A BASIC DEVELOPMENT PLAN FOR THE PROPERTY LOCATED ON THE EAST SIDE OF BELLEFONTAINE ROAD AND SOUTH OF CHAMBERSBURG ROAD AND FURTHER IDENTIFIED AS PARCEL NUMBER P70-03908-0126 ON THE MONTGOMERY COUNTY AUDITOR'S MAP AND ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION (ZONING CASE 21-47).

WHEREAS, the citizens of Huber Heights require the efficient and orderly planning of land uses within the City; and

WHEREAS, the City Planning Commission has reviewed Zoning Case 21-47 and on December 14, 2021, recommended approval by a vote of 5-0 of the Rezoning and the Basic Development Plan; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Rezoning and the Basic Development Plan (Zoning Case 21-47) is hereby approved in accordance with the Planning Commission's recommendation and following conditions:

1. The Basic Development Plan site plans shall be the plans stamped received by the City of Huber Heights Planning Department on November 16, 2021, unless specifically modified below.
2. The minimum setbacks shall be as follows: 25-foot front yard, minimum 25-foot rear yard with a maximum of 15 lots having a 20-foot rear yard setback and 6-foot side yard.
3. An average of 40 percent of the surface area of the front façade shall be finished with brick or stone masonry products.
4. A drop lane for northbound traffic shall be installed and an acceleration lane to northbound Bellefontaine Road shall be installed pending the results of a traffic impact study and approval by the City Engineer.
5. The applicant shall meet all petroleum company easement requirements.
6. Prior to the issuance of a zoning permit, the applicant shall submit and receive approval of a Detailed Development Plan through the Planning Commission.
7. Prior to the issuance of a zoning permit, the applicant shall enter into a PUD Agreement with the City for the purpose, but not the sole purpose, of establishing the development obligations of the applicant and requiring the submittal of a performance bond, cash bond, or letter of credit to insure the installation of landscaping as approved. The bond or letter of credit shall be in an amount equal to the applicant's estimate of the cost of installation as approved by the Planning Department and shall remain in effect until such time as the landscaping has been completed as determined by the Planning Department. Upon completion of the installation of landscaping as required by the approved landscape plan, the applicant may request release of the performance bond or letter of credit. Following an inspection by the Planning Department and upon determination by the department that the landscaping has been completed in accordance with the approved landscaping plan, 80 percent of the performance bond or letter of credit may be released. However, the performance bond or letter of credit will not be released until a maintenance bond lasting three growing seasons, or letter of credit equal to 20 percent of the initial performance bond or letter of credit to ensure maintenance of the landscaping, is submitted to and accepted by the Planning Department. The term of the maintenance bond shall be three growing seasons.

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 \_\_\_\_\_, 2022;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-8155

Pending Business C.  
City Manager

**City Council Meeting**

**Meeting Date:** 01/24/2022

ZC 21-34 - The Annex Group - 6502 Old Troy Pike - Rezoning/Basic Development Plan

**Submitted By:** Geri Hoskins

**Department:** Planning

**Division:** Planning

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

**Date(s) of Committee Review:** 11/16/2021 and 12/07/2021

**Audio-Visual Needs:** SmartBoard

**Emergency Legislation?:** No

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

---

**Agenda Item Description or Legislation Title**

An Ordinance To Approve A Rezoning To Planned Residential And A Basic Development Plan For The Property Located At 6502 Old Troy Pike And Further Identified As Parcel Number P70 04004 0003 On The Montgomery County Auditor's Tax Map And Accepting The Recommendation Of The Planning Commission (Zoning Case 21-34).  
(third reading)

**Purpose and Background**

The applicant, the Annex Group is requesting approval of a Rezoning to Planned Residential and a Basic Development Plan for 20.0 acres at the northeast corner of Old Troy Pike and Chambersburg Road at 6503 Old Troy Pike (ZC 21-34).

---

**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**

Drawings  
Elevations  
Traffic Impact Study  
Fire Assessment  
Staff Report  
Decision Record  
Minutes  
Ordinance

---



Drawing name: K:\ND\_LDEV\170096004\_The Annex Group\_Huber Heights\_OH\_V2 Design\CADD\planSheets\Basic Development Plans\00.0 - TITLE SHEET.dwg 00.0 Oct 01, 2021 2:57pm by: Nathan Barr  
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# BASIC DEVELOPMENT PLANS

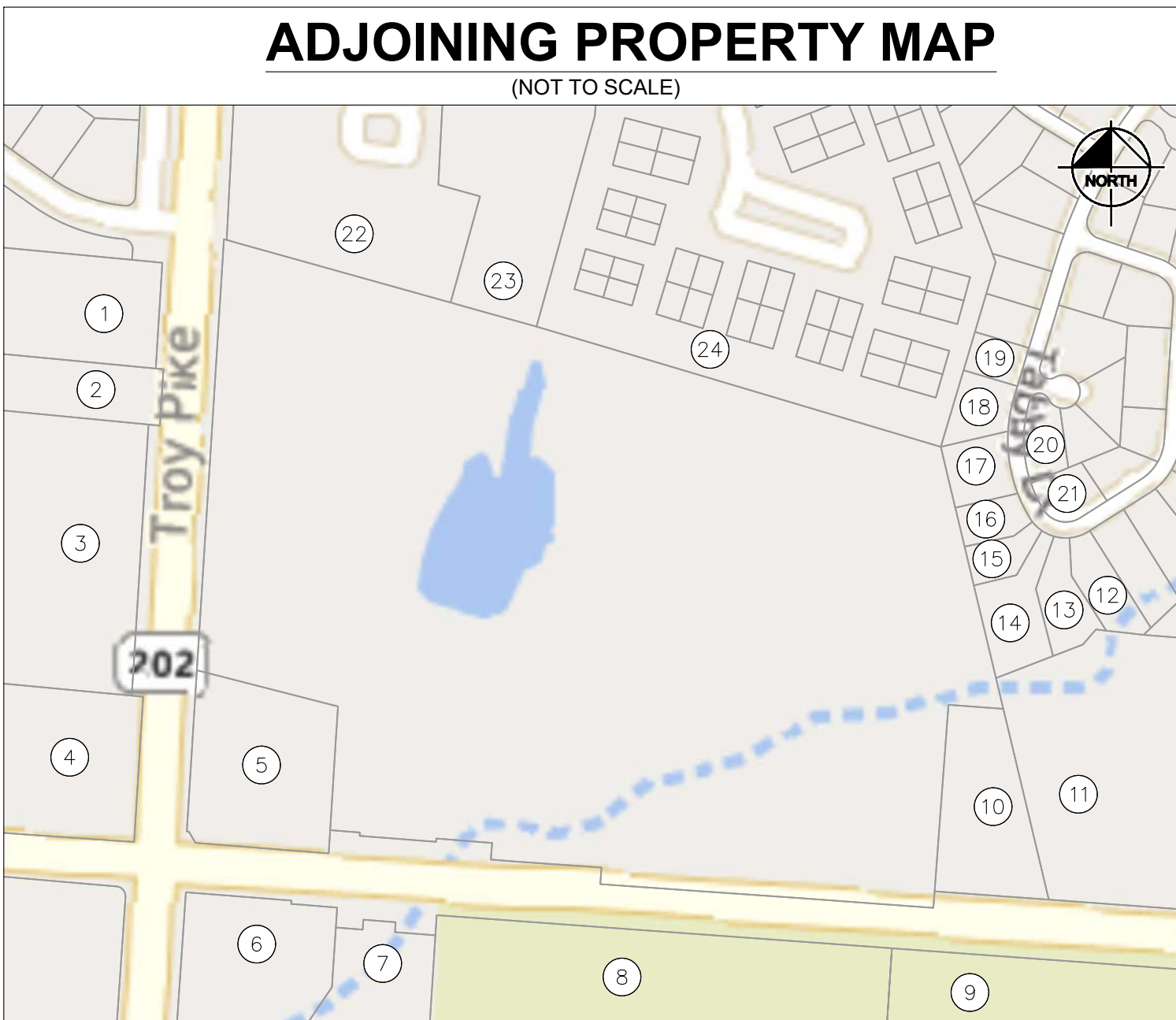
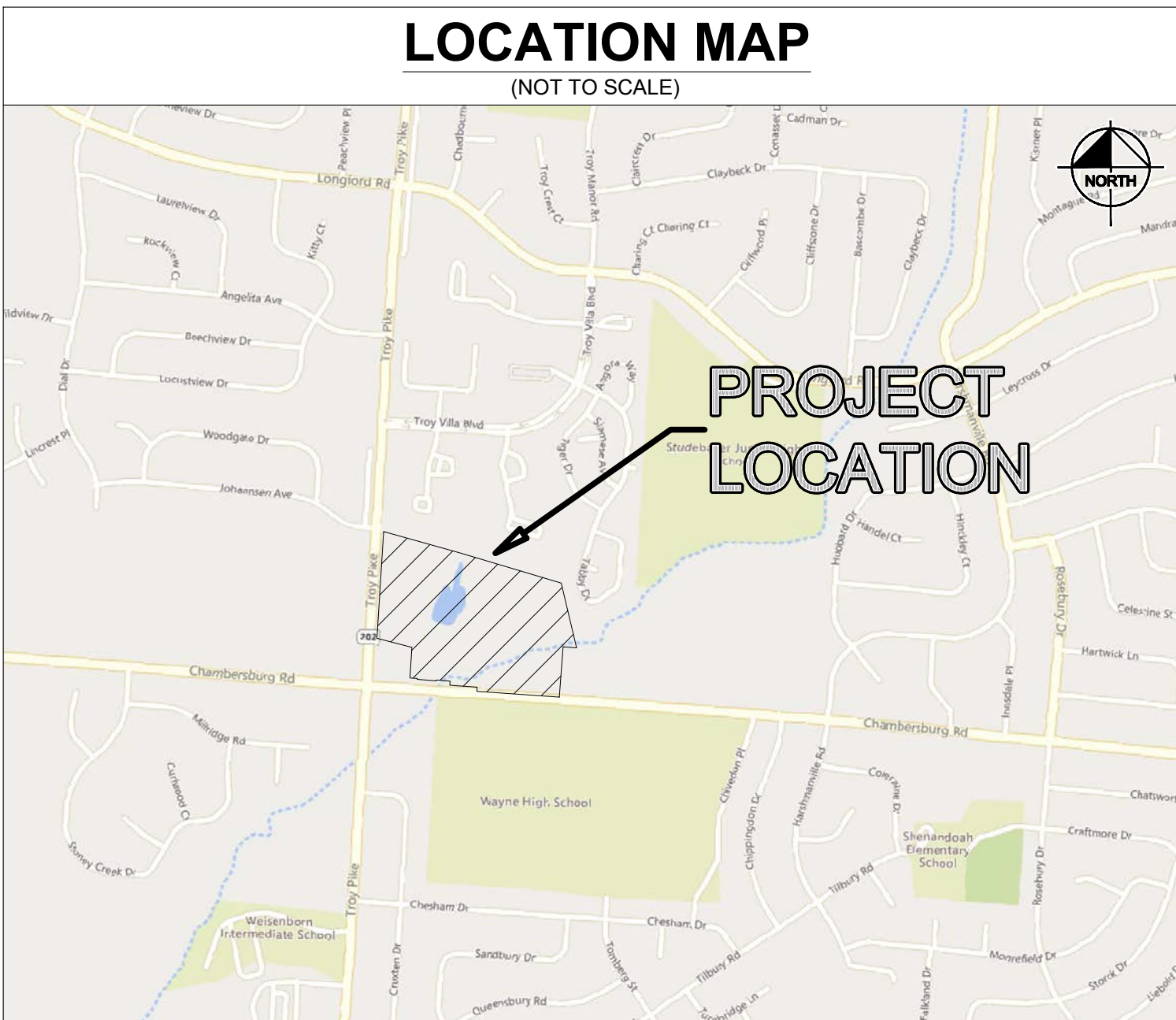
## UNION AT CHAMBERSBURG

### NEC OF CHAMBERSBURG RD. & OLD TROY PIKE

### HUBER HEIGHTS, OH 45424

Sheet List Table	
Sheet Number	Sheet Title
C0.0	TITLE SHEET
C2.0	EXISTING CONDITIONS PLAN
C3.0	SITE PLAN
C5.0	STORMWATER MANAGEMENT PLAN
C6.0	UTILITY PLAN

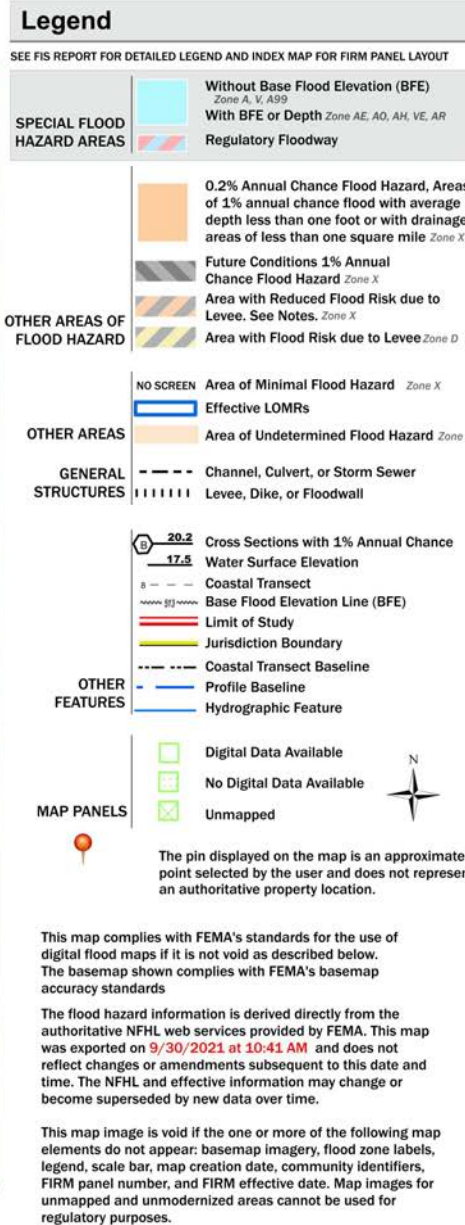
PROJECT TEAM				
ROLE	COMPANY	ADDRESS	PHONE NUMBER	CONTACT
DEVELOPER/OWNER	THE ANNEX GROUP	409 MASSACHUSETTS AVE., STE. 300 INDIANAPOLIS, IN 46204	(317) 607-4835	TYLER KNOX
CIVIL ENGINEER	KIMLEY-HORN & ASSOCIATES, INC.	250 E. 96TH ST., STE 580, INDIANAPOLIS, IN 46240	(317) 218-9560	MIKE TIMKO, P.E.
ENVIRONMENTAL ENGINEER	CARDNO	3901 INDUSTRIAL BLVD., INDIANAPOLIS, IN 46254	(317) 388-1982	BEN HARVEY PWS, CPESC
LANDSCAPE ARCHITECT	KIMLEY-HORN & ASSOCIATES, INC.	250 E. 96TH ST., STE 580, INDIANAPOLIS, IN 46240	(317) 218-9560	MICHELLE DYER, PLA, CLARB
LAND SURVEYOR	BERDING SURVEYING	741 MAIN ST., MILFORD, OH 45150	(513) 831-5505	TIM SCHWOEPPE, PS



#### MONTGOMERY COUNTY

CONSTRUCTION OF 6 MULTI-FAMILY BUILDINGS EACH ±13,800 SF FOR THE ANNEX GROUP ON ±19.48 AC. PROJECT IS IN THE CITY OF HUBER HEIGHTS, MONTGOMERY COUNTY, OHIO

#### National Flood Hazard Layer FIRMette



#### ADJOINING PROPERTY OWNERS

KEYNOTE	OWNER	ADDRESS
1	MORTON TED R	4867 CHAMBERSBURG RD, DAYTON, OH 45424
2	KENNEDY KELLY S	4 ADAIR AVE, DAYTON, OH 45405
3	LILY PHILLIPS FOR HARRY + SILVIA FROMSTA	860 SOUTHWICK CIR, DAYTON, OH 45459
4	MALONJAO ADAM	1480 N. 2200 W., SALT LAKE CITY, UT 84116
5	ANNARINO CHARLES M	5117 CHAMBERSBURG RD., DAYTON, OH 45424
6	EMRO MARKETING CO C/O PROPERTY TAX RECORDS	539 S. MAIN ST., FINDLAY, OH 45840
7	HUBER HEIGHTS CITY SCHOOLS	5954 LONGFORD RD., HUBER HEIGHTS, OH 45424
8	HUBER HEIGHTS CITY SCHOOLS	5954 LONGFORD RD., HUBER HEIGHTS, OH 45424
9	HUBER HEIGHTS CITY SCHOOLS	5954 LONGFORD RD., HUBER HEIGHTS, OH 45424
10	WILDA E ISHMAEL	5123 CHAMBERSBURG RD., DAYTON, OH 45424
11	DEXTER MICHAEL L AND TAMRA G	5173 CHAMBERSBURG RD., DAYTON, OH 45424
12	ANDERSON CALVIN L AND DESIREE JENI	6683 TABBY DR., DAYTON, OH 45424
13	NOBLE JOY K	6691 TABBY DR., DAYTON, OH 45424
14	BAILEY CHRISTOPHER S	6699 TABBY DR., DAYTON, OH 45424
15	MORRIS DWIGHT E	6707 TABBY DR., DAYTON, OH 45424
16	JOAN C NOBLE	6715 TABBY DR., DAYTON, OH 45424
17	CROWN PROPERTIES GROUP LLC	7940 N. MAIN ST., DAYTON, OH 45415
18	LOPEZ RAMON A	6731 TABBY DR., DAYTON, OH 45424
19	VINEBROOK HOMES LLC	3500 PARK CENTER DR. STE. 100, DAYTON, OH 45414
20	SMITH KEVIN D	6726 TABBY DR., DAYTON, OH 45424
21	WACHTER MITCHELL J	6690 TABBY DR., DAYTON, OH 45424
22	VINEBROOK HOMES, LLC	3500 PARK CENTER DR. STE 100, DAYTON, OH 45414
23	VINEBROOK HOMES, LLC	3500 PARK CENTER DR. STE 100, DAYTON, OH 45414
24	MONDAY VILLAS PROPERTY OWNERS ASSOCIATION	5800 TROY VILLA BLVD, DAYTON, OH 45424

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INDIANAPOLIS, IN 46240  
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED  
DESIGNED BY: MJT  
DRAWN BY: NJB  
CHECKED BY: MJT

NOT APPROVED FOR CONSTRUCTION

ANNEX

TITLE SHEET

UNION AT  
CHAMBERSBURG  
BASIC DEVELOPMENT  
PLANS

ORIGINAL ISSUE:  
10/1/2021  
KHA PROJECT NO.  
170096004

SHEET NUMBER

C0.0

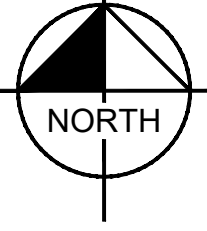




Drawing name: K:\IND\_LEV\170096004\_The Annex Group-Fuser Heights\CH2 Design\CADD\plan\Sheets\Basic Development Plans\C2.0 - EXISTING CONDITIONS & DEMO PLAN.dwg C2.0 Oct 01, 2021 2:57pm by: Nathan Barr  
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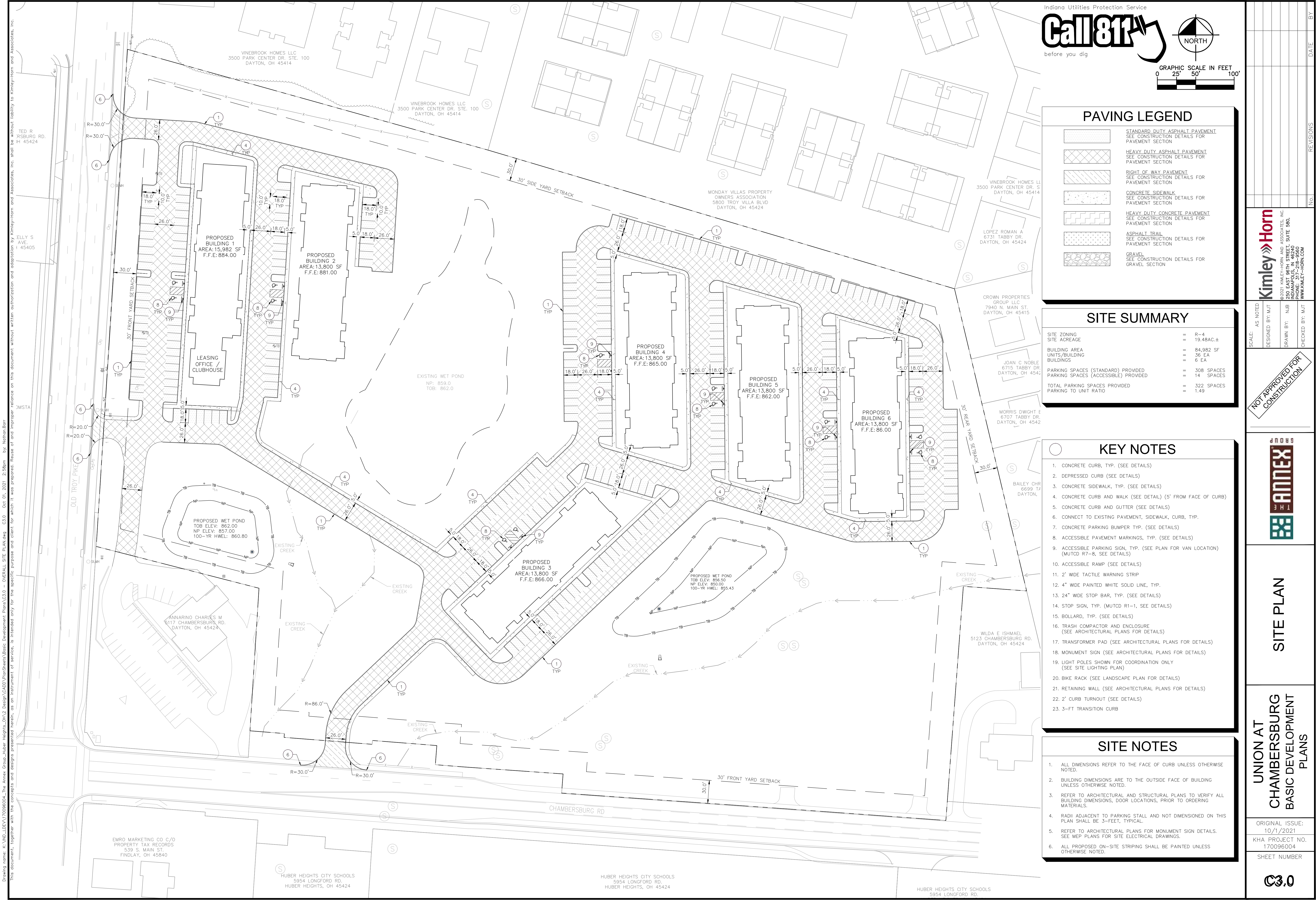
**Call 811**  
before you dig

  
NORTH

GRAPHIC SCALE IN FEET  
0 25' 50' 100'

SHEET NUMBER		C2.0	
ORIGINAL ISSUE:		10/1/2021	
KHA PROJECT NO.		170096004	
UNION AT CHAMBERSBURG BASIC DEVELOPMENT PLANS		EXISTING CONDITIONS PLAN	
			
NOT APPROVED FOR CONSTRUCTION		SCALE: AS NOTED DESIGNED BY: MJT DRAWN BY: NJB CHECKED BY: MJT	
No.		REVISIONS	
		DATE	
		BY	





Indiana Utilities Protection Service

Call 811

before you dig

NORTH

0 25' 50' 100'

GRAPHIC SCALE IN FEET

PAVING LEGEND

- STANDARD DUTY ASPHALT PAVEMENT  
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- HEAVY DUTY ASPHALT PAVEMENT  
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- RIGHT OF WAY PAVEMENT  
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- CONCRETE SIDEWALK  
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- HEAVY DUTY CONCRETE PAVEMENT  
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- ASPHALT TRAIL  
SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
- GRAVEL  
SEE CONSTRUCTION DETAILS FOR GRAVEL SECTION

SITE SUMMARY

SITE ZONING	==	R-4
SITE ACREAGE	==	19.48AC.±
BUILDING AREA	==	84,982 SF
UNITS/BUILDING	==	36 EA
BUILDINGS	==	6 EA
PARKING SPACES (STANDARD) PROVIDED	==	308 SPACES
PARKING SPACES (ACCESSIBLE) PROVIDED	==	14 SPACES
TOTAL PARKING SPACES PROVIDED	==	322 SPACES
PARKING TO UNIT RATIO	==	1.49

KEY NOTES

- CONCRETE CURB, TYP. (SEE DETAILS)
- DEPRESSED CURB (SEE DETAILS)
- CONCRETE SIDEWALK, TYP. (SEE DETAILS)
- CONCRETE CURB AND WALK (SEE DETAIL) (5' FROM FACE OF CURB)
- CONCRETE CURB AND GUTTER (SEE DETAILS)
- CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
- CONCRETE PARKING BUMPER TYP. (SEE DETAILS)
- ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS)
- ACCESSIBLE PARKING SIGN, TYP. (SEE PLAN FOR VAN LOCATION) (MUTCD R7-8, SEE DETAILS)
- ACCESSIBLE RAMP (SEE DETAILS)
- 2' WIDE TACTILE WARNING STRIP
- 4" WIDE PAINTED WHITE SOLID LINE, TYP.
- 24" WIDE STOP BAR, TYP. (SEE DETAILS)
- STOP SIGN, TYP. (MUTCD R1-1, SEE DETAILS)
- BOLLARD, TYP. (SEE DETAILS)
- TRASH COMPACTOR AND ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
- TRANSFORMER PAD (SEE ARCHITECTURAL PLANS FOR DETAILS)
- MONUMENT SIGN (SEE ARCHITECTURAL PLANS FOR DETAILS)
- LIGHT POLES SHOWN FOR COORDINATION ONLY (SEE SITE LIGHTING PLAN)
- BIKE RACK (SEE LANDSCAPE PLAN FOR DETAILS)
- RETAINING WALL (SEE ARCHITECTURAL PLANS FOR DETAILS)
- 2' CURB TURNOUT (SEE DETAILS)
- 3'-FT TRANSITION CURB

SITE NOTES

- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS, DOOR LOCATIONS, PRIOR TO ORDERING MATERIALS.
- RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3'-FEET, TYPICAL.
- REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
- ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

BY DATE REVISIONS

NO.

Kimley»Horn

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INDIANAPOLIS, IN 46240  
WWW.KIMLEY-HORN.COM

AS NOTED

DESIGNED BY: MJT

DRAWN BY: NJB

CHECKED BY: MJT

NOT APPROVED FOR CONSTRUCTION

annex

SITE PLAN

UNION AT CHAMBERSBURG BASIC DEVELOPMENT PLANS

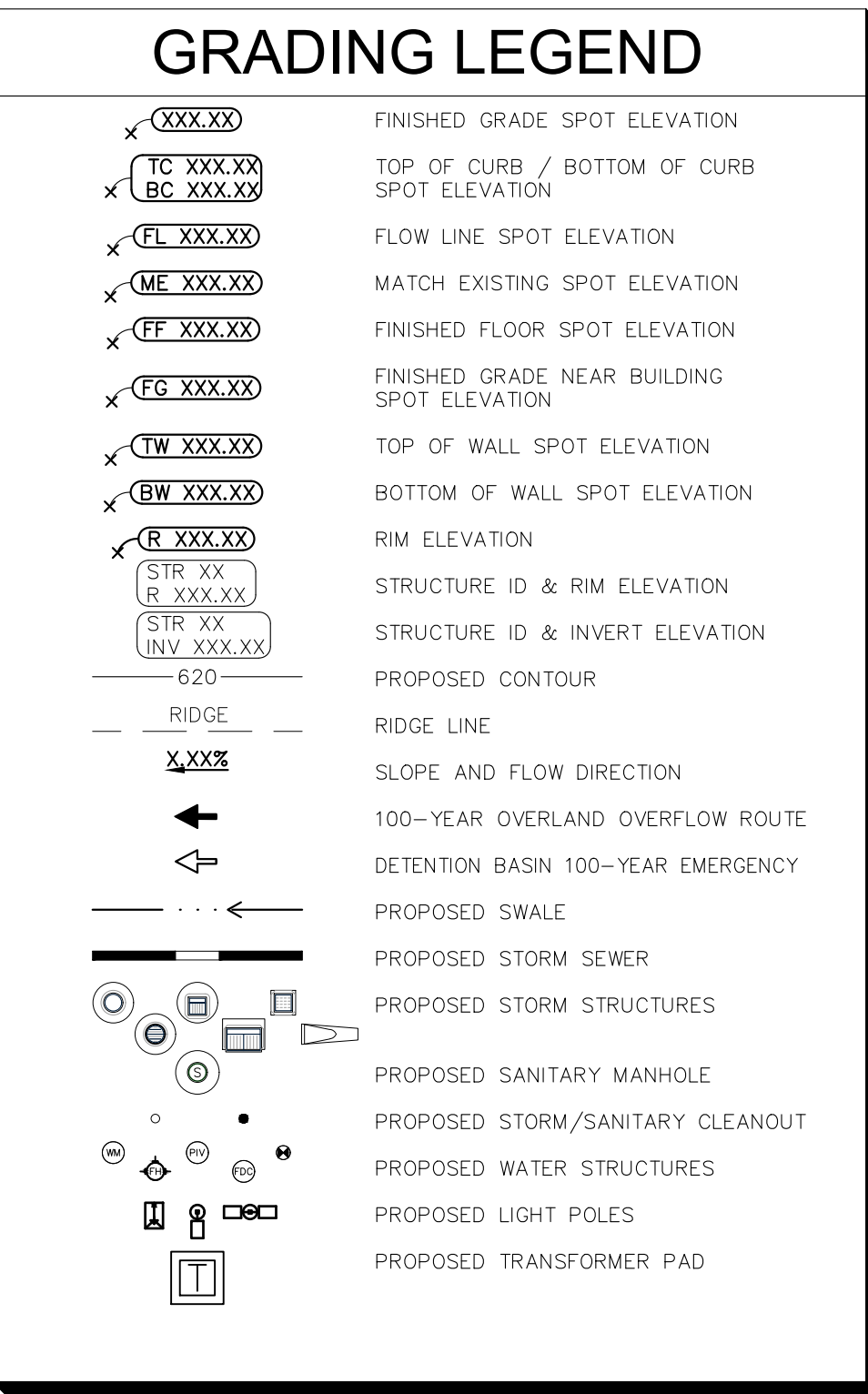
ORIGINAL ISSUE:  
10/1/2021

KHA PROJECT NO.  
170096004

SHEET NUMBER

C3.0





## GRADING NOTES

1. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
2. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATOR, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
4. NO EARTHEN SLOPE SHALL BE GREATER THAN 3:1, UNLESS OTHERWISE NOTED.
5. MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
6. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES UNLESS OTHERWISE NOTED.
7. WHEN NATURAL FLOW OF DRAINAGE IS AWAY FROM CURB, CONTRACTOR TO INSTALL REVERSE GUTTER PITCH.
8. MATCH EXISTING ELEVATIONS AT THE PROPERTY LIMITS.
9. ALL STOOPS OR PEDESTRIAN EGRESS POINTS FROM THE BUILDING(S) SHALL BE NO GREATER THAN 2% FOR THE FIRST 5'.

## WEST POND DESIGN

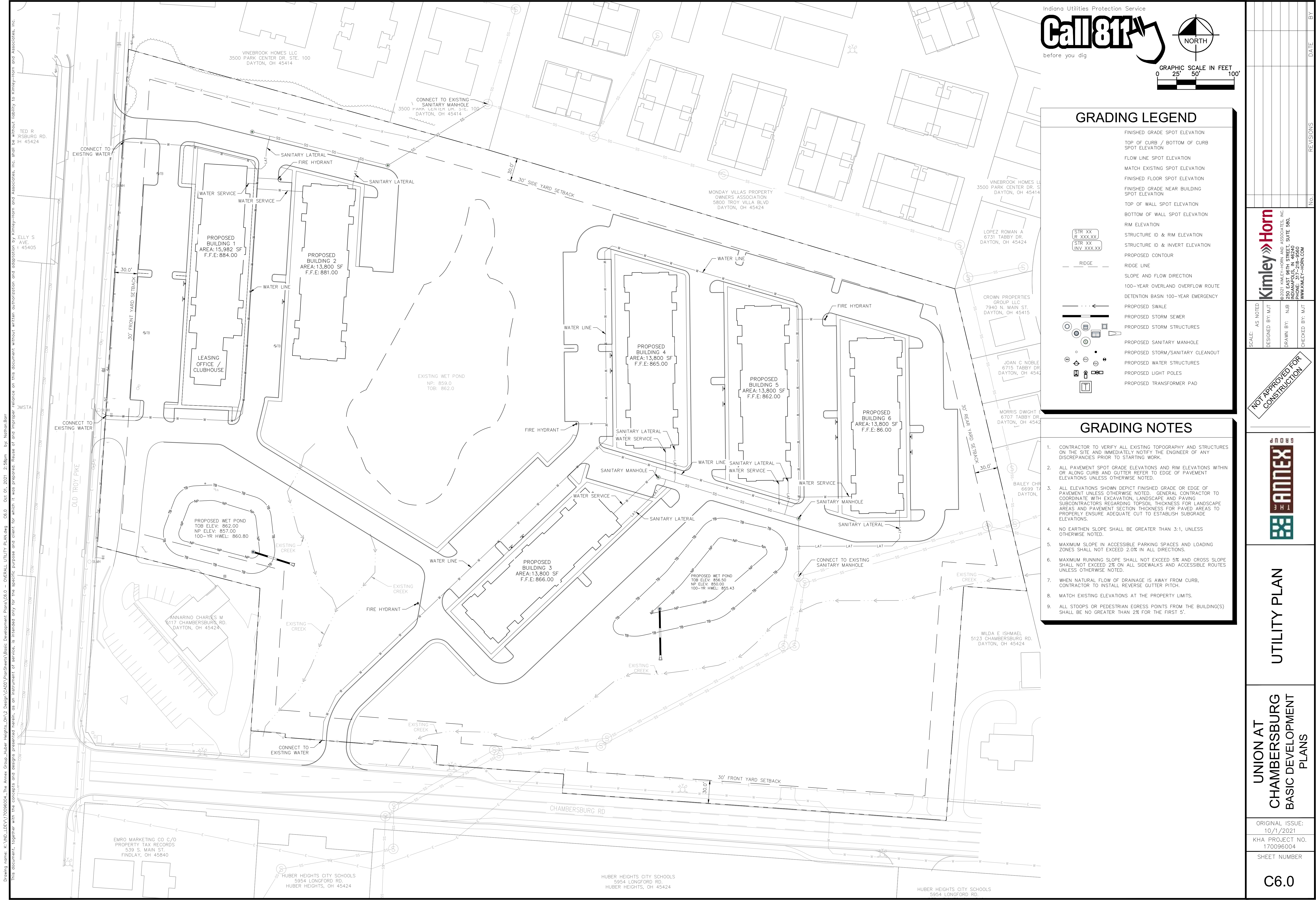
EXISTING WEST BASIN AREA	3.87 ACRES
PROPOSED WEST BASIN AREA	4.54 ACRES
EXISTING PERVIOUS AREA	3.46 ACRES
EXISTING IMPERVIOUS AREA	0.41 ACRES
PROPOSED PERVIOUS AREA	1.92 ACRES
PROPOSED IMPERVIOUS AREA	2.62 ACRES

## EAST POND DESIGN

EXISTING EAST BASIN AREA	6.78 ACRES
PROPOSED EAST BASIN AREA	7.63 ACRES
EXISTING PERVIOUS AREA	6.71 ACRES
EXISTING IMPERVIOUS AREA	0.07 ACRES
PROPOSED PERVIOUS AREA	2.52 ACRES
PROPOSED IMPERVIOUS AREA	5.11 ACRES

NOTE: WATER QUALITY TO BE TREATED BY PROPOSED PONDS. PART OF THE EXISTING RUNOFF TO THE EXISTING POND WILL BE DIRECTED TO THE PROPOSED PONDS. NO IMPERVIOUS AREAS WERE ADDED TO THE EXISTING WET POND DRAINAGE BASIN.

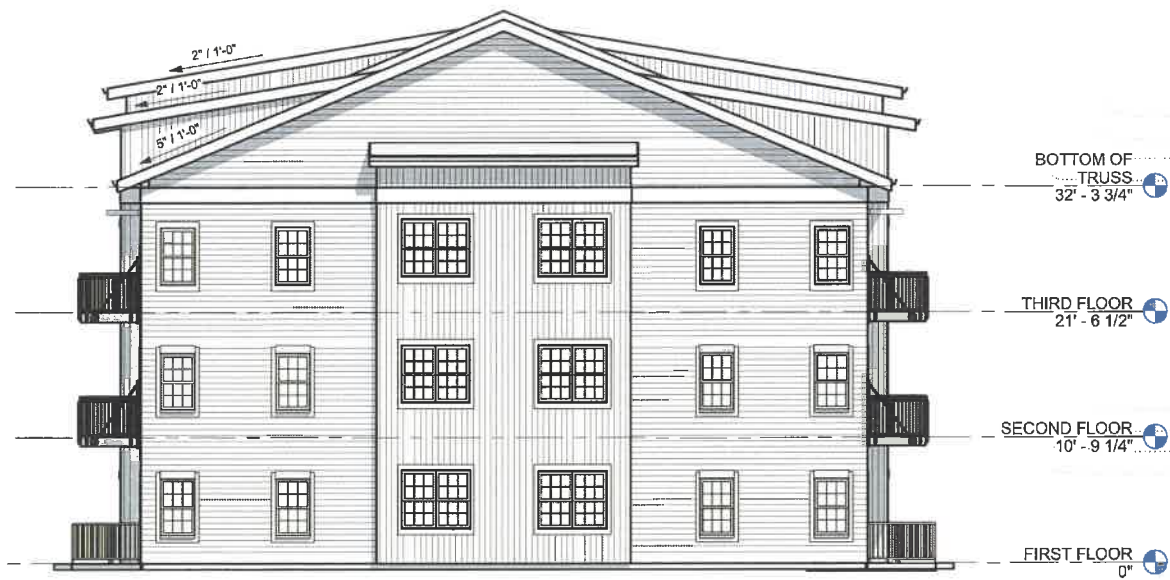




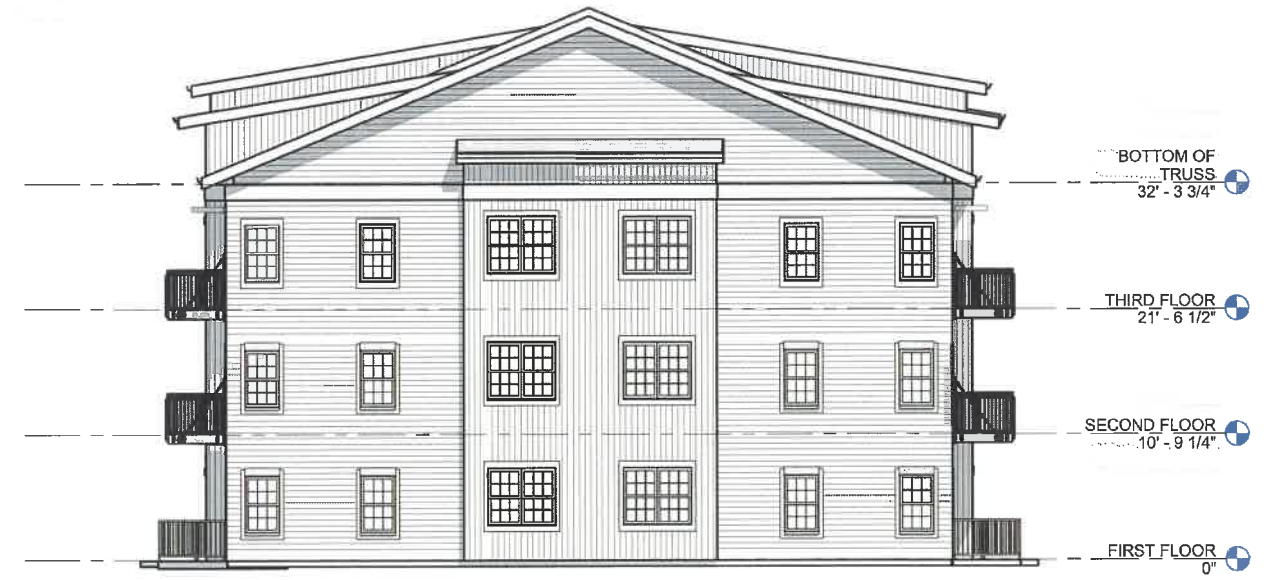
Drawing name: K:\IND\_LEV\170096004\_The Annex Group\_Huber Heights\_OH\2 Design\CAD\PlanSheets\Basic Development Plans\C6.0 - OVERALL UTILITY PLAN.dwg C6.0 Oct 01, 2021 2:58pm by: Nathan Barr  
This document, together with the concepts and designs presented herein, is an instrument of service, intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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DRAWN BY: NJB	DESIGNED BY: MJT	
CHECKED BY: MJT	CHECKED BY: MJT	
DATE	DATE	
NOT APPROVED FOR CONSTRUCTION		
annex		
UTILITY PLAN		
UNION AT CHAMBERSBURG BASIC DEVELOPMENT PLANS		
ORIGINAL ISSUE: 10/1/2021		
KHA PROJECT NO. 170096004		
SHEET NUMBER		
C6.0		





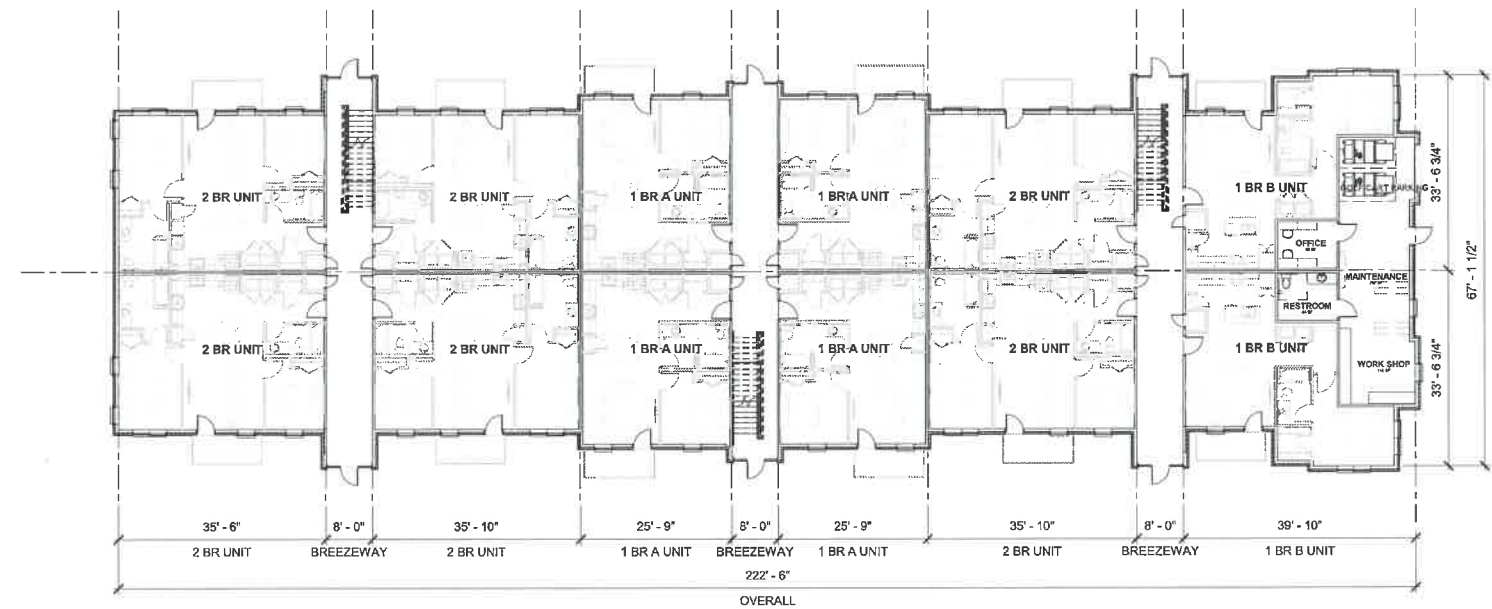
3 SIDE ELEVATION 2  
1/8" = 1'-0"



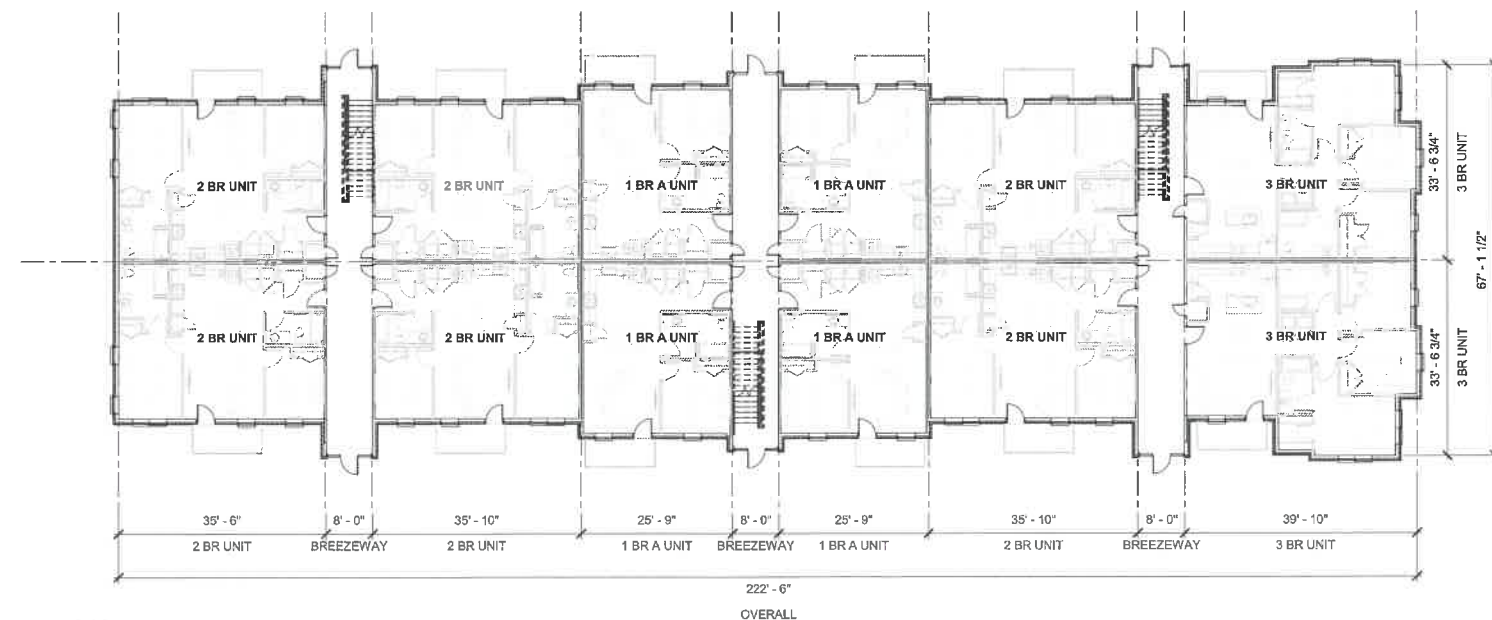
2 SIDE ELEVATION 1  
1/8" = 1'-0"



1 FRONT/REAR ELEVATION  
1/8" = 1'-0"

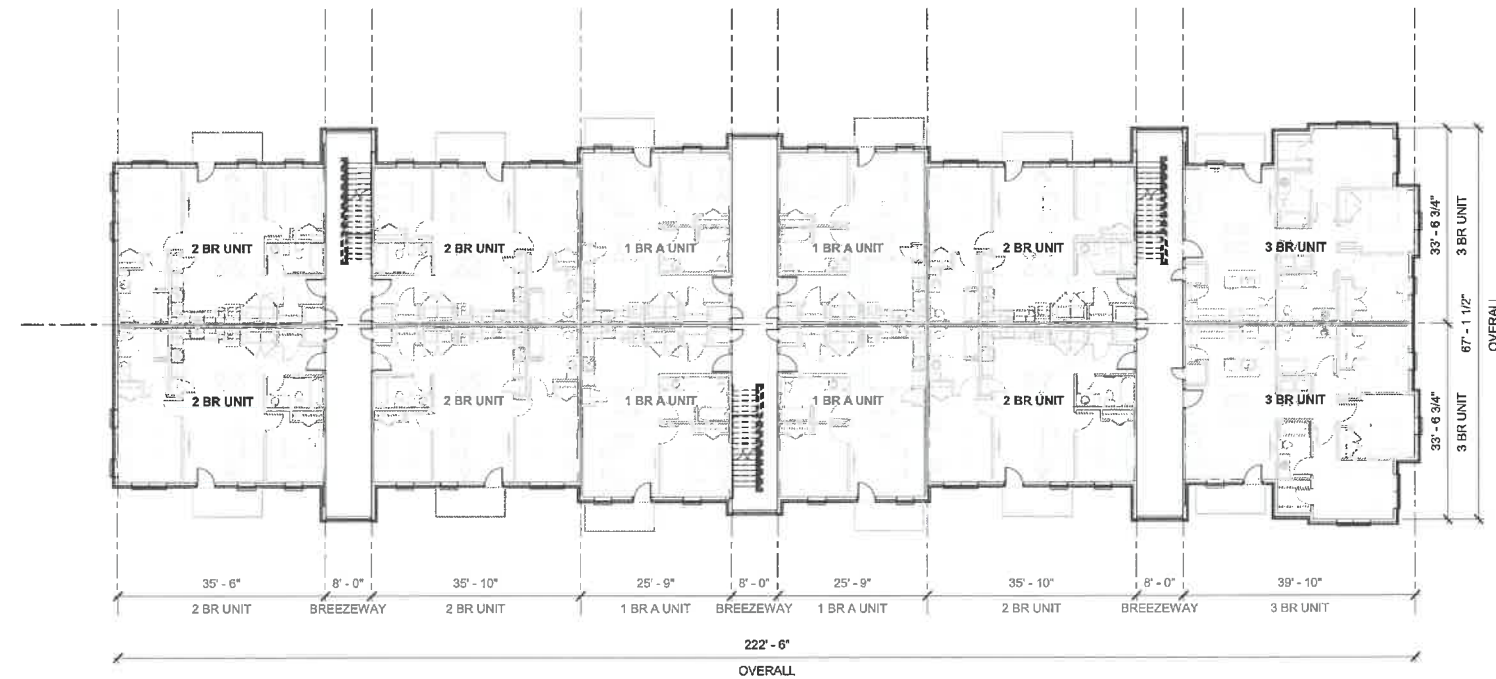


3 FIRST FLOOR BUILDING PLAN WITH MAINTENANCE  
1/16" = 1'-0"

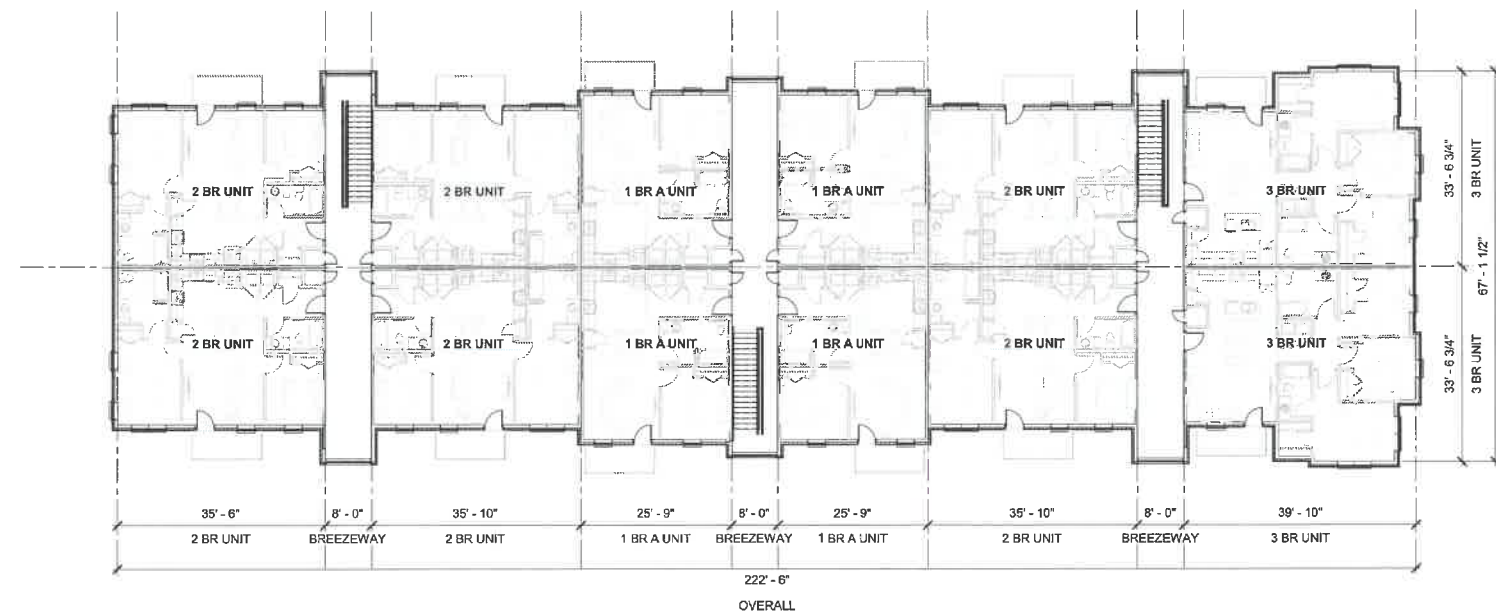


1 TYPICAL FIRST FLOOR BUILDING PLAN  
1/16" = 1'-0"



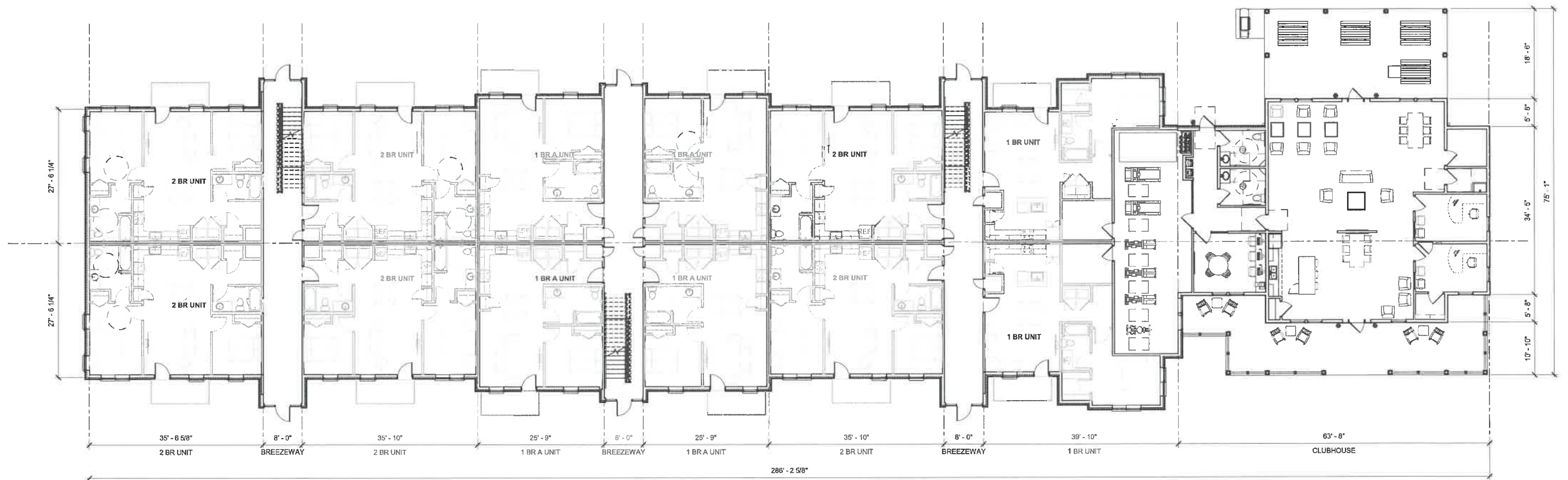


**2 TYPICAL THIRD FLOOR BUILDING PLAN**  
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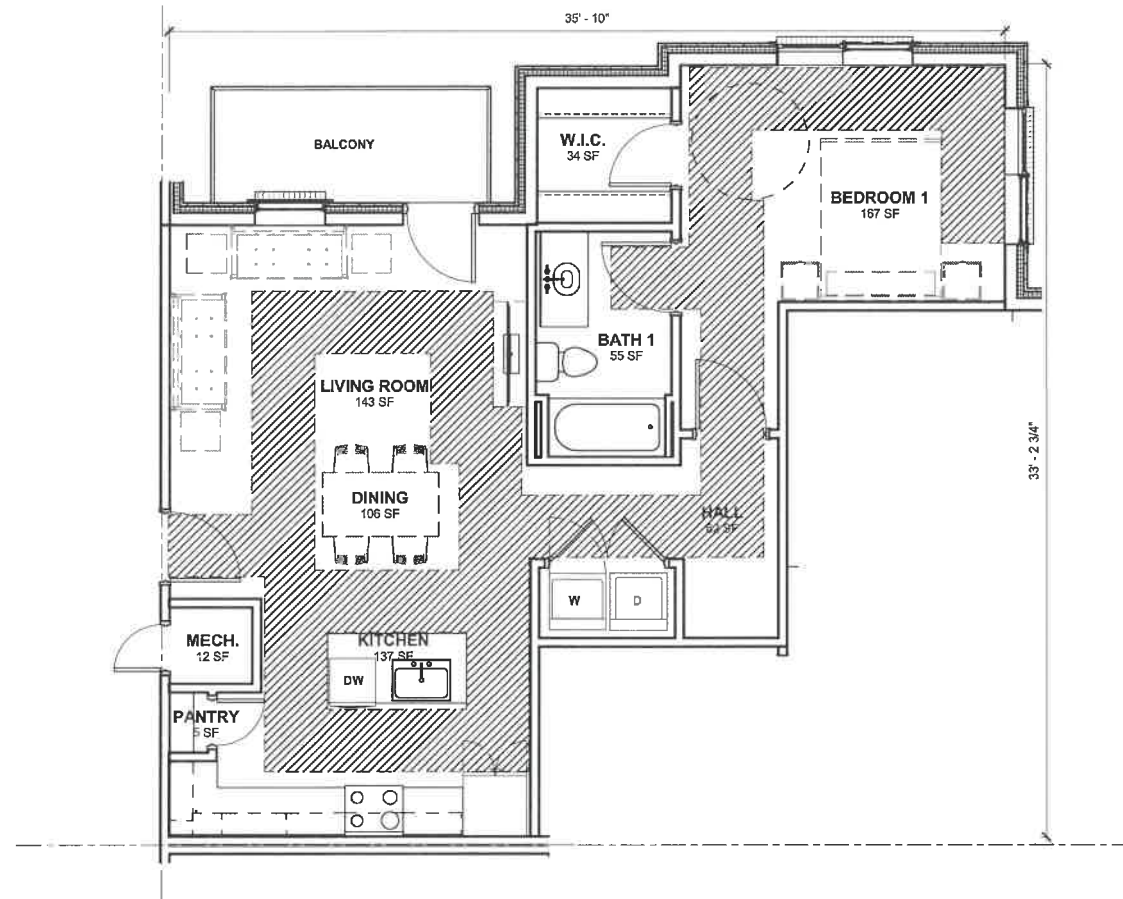


**1 TYPICAL SECOND FLOOR BUILDING PLAN**  
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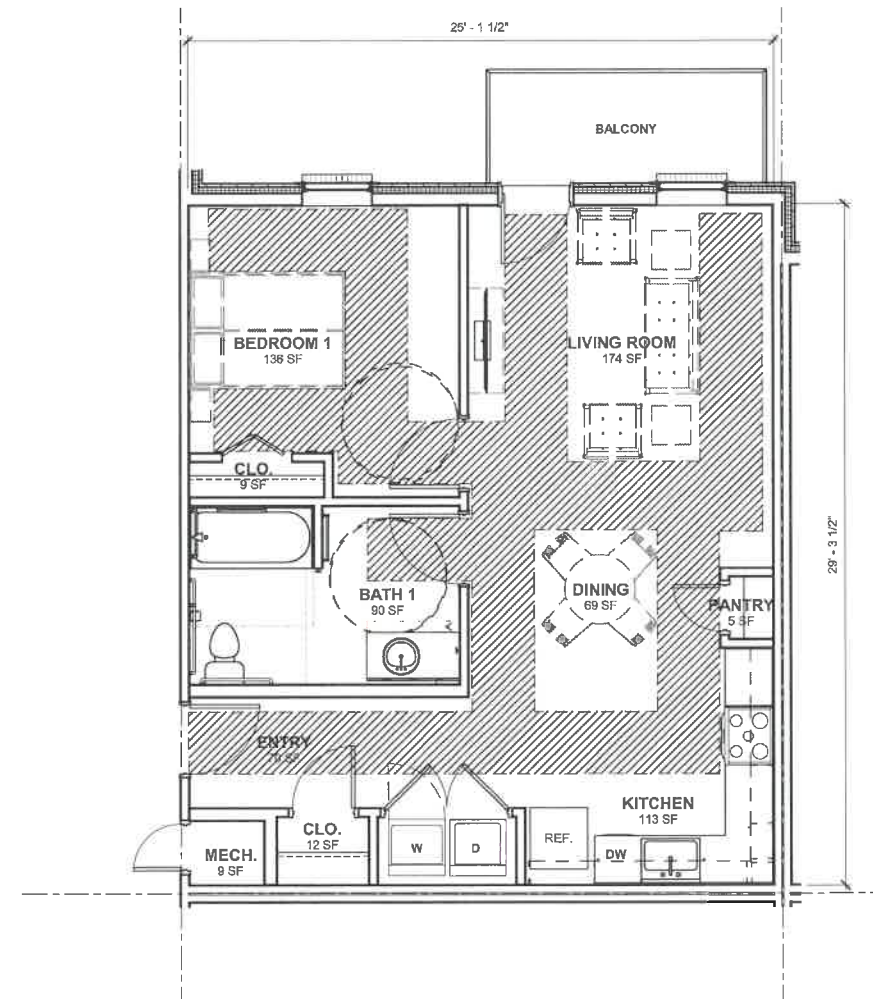




1 FIRST FLOOR BUILDING PLAN WITH CLUBHOUSE  
3/32" = 1'-0"



2 1 BR 1 BA B ENLARGED UNIT PLAN  
1/4" = 1'-0"

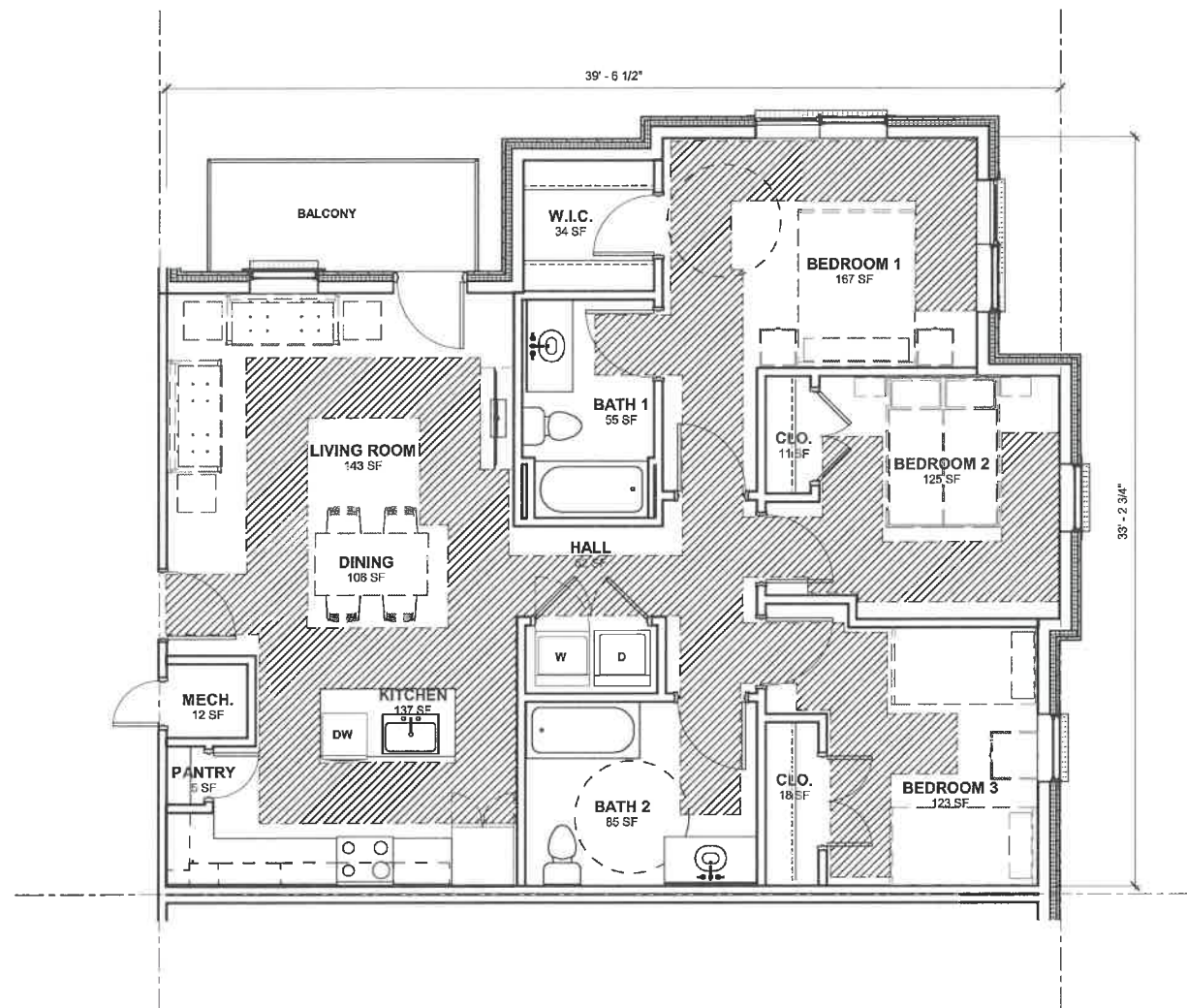


1 1 BR 1 BA A ENLARGED UNIT PLAN  
1/4" = 1'-0"

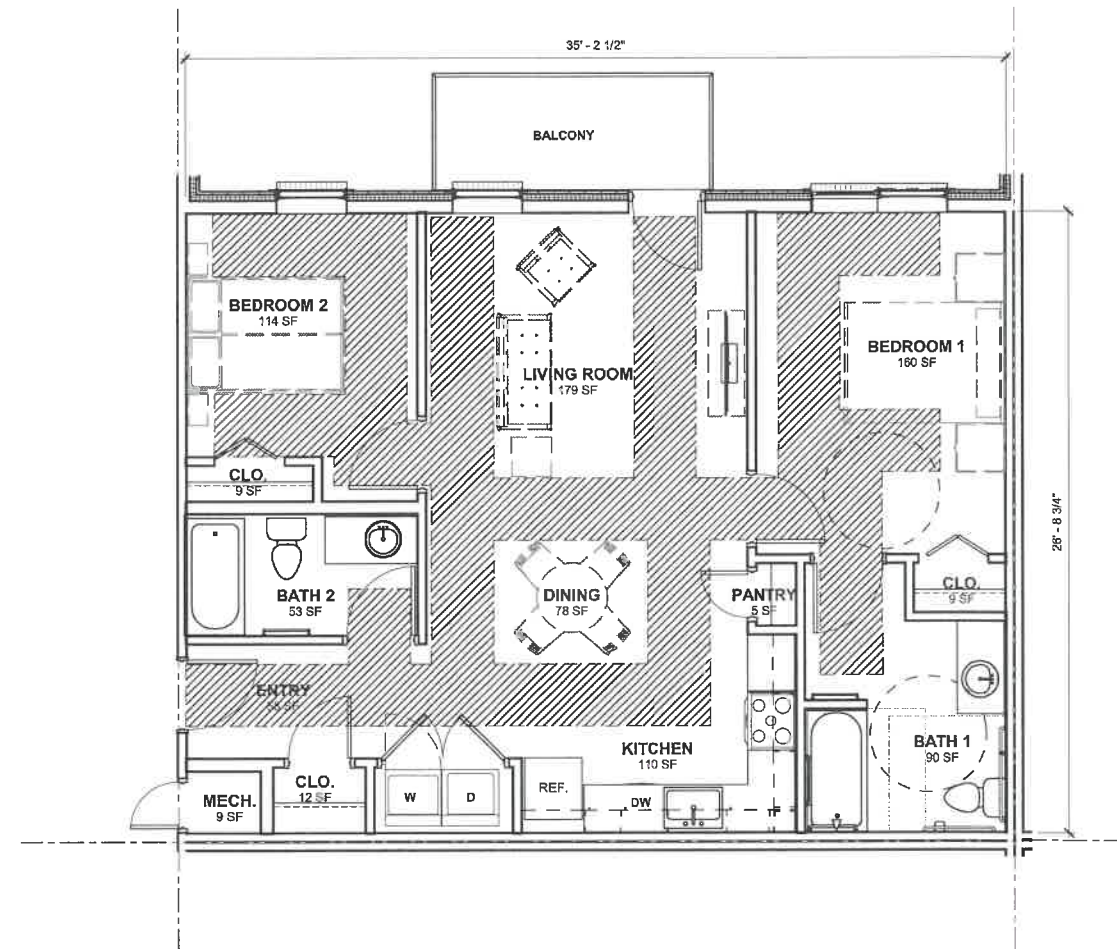
32" CLEAR FLOOR SPACE

LEGEND  
1/8" = 1'-0"





2 3BR 2BA ENLARGED UNIT PLAN  
1/4" = 1'-0"



1 2BR 2BA ENLARGED UNIT PLAN  
1/4" = 1'-0"

32" CLEAR FLOOR SPACE

LEGEND  
1/8" = 1'-0"

Unit Tabulation

Unit Type - Typical	1-BR	2-BR	3BR	Total
Building type 1				
Level 1	4	6	2	12
Level 2	4	6	2	12
Level 3	4	6	2	12
Units per building	12	18	6	36
QTY of Bldgs	4			
	48	72	24	144
RQAW Recommended Unit Count	48	72	24	144

Unit Type - Clubhouse & Maintenance	1-BR	2-BR	3BR	Total
Building type 1				
Level 1	6	6	0	12
Level 2	4	6	2	12
Level 3	4	6	2	12
Units per building	14	18	4	36
QTY of Bldgs	2			
	28	36	8	72
RQAW Recommended Unit Count	28	36	8	72

Grand Totals	76	108	32	216
--------------	----	-----	----	-----

1st floor									
2		2	1		1	2			3
2		2	1		1	2			3

2nd floor									
2		2	1		1	2			3
2		2	1		1	2			3

3rd floor									
2		2	1		1	2			3
2		2	1		1	2			3

2		2	1		1	2			1
2		2	1		1	2			1

2nd floor									
2		2	1		1	2			3
2		2	1		1	2			3

3rd floor									
2		2	1		1	2			3
2		2	1		1	2			3



# UNION AT CHAMBERSBURG

## *Traffic Impact Study*

Huber Heights, Ohio

October 2021

Prepared for:  
**The Annex Group**

Prepared by:

**Kimley»Horn**



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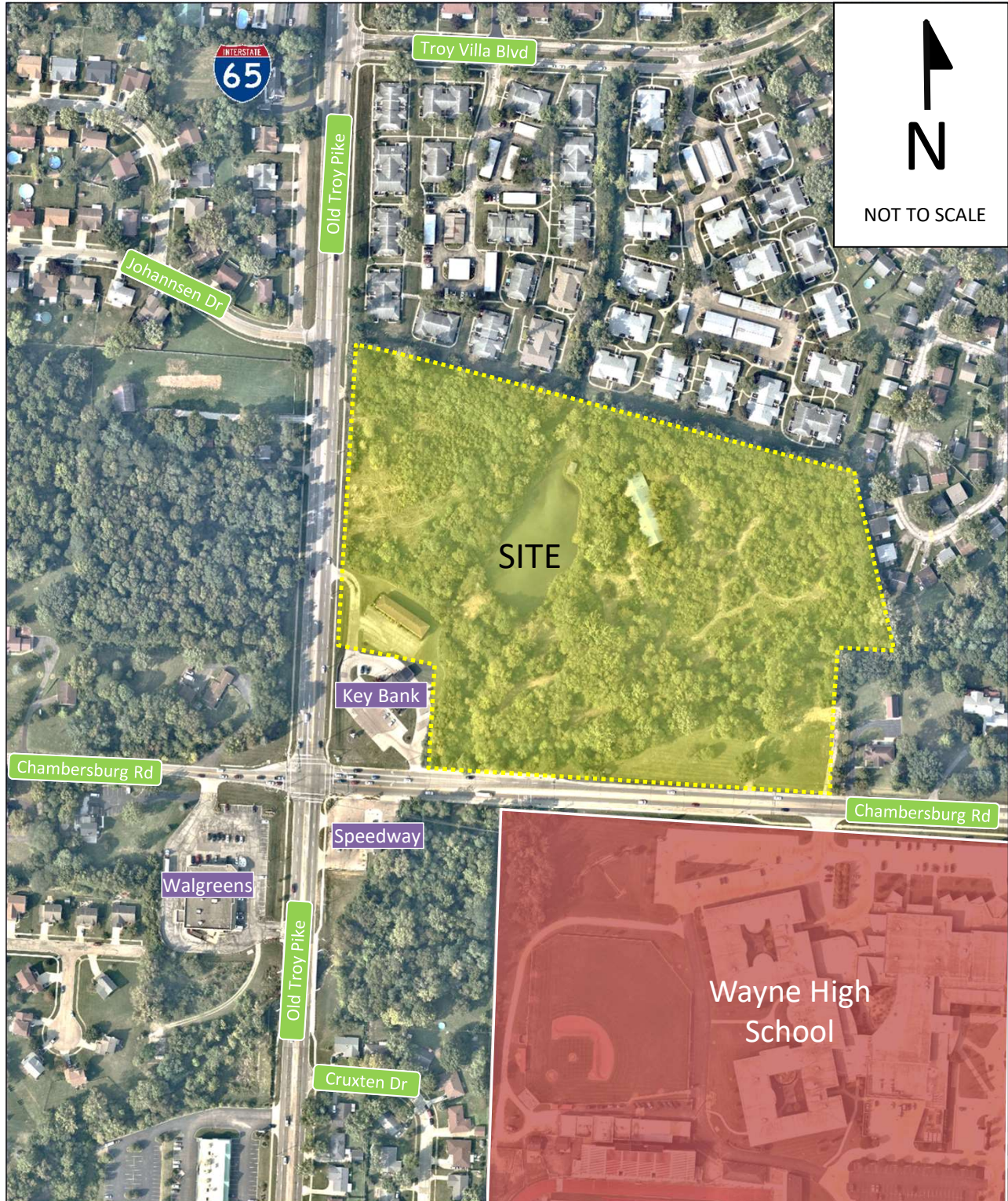
## INTRODUCTION

Kimley-Horn and Associates, Inc. (Kimley-Horn) was retained by the Annex Group to perform a traffic impact study for a proposed multifamily development called “Union at Chambersburg”. The proposed 19.5-acre site, illustrated in **Figure 1**, is generally located north of Chambersburg Road and east of Old Troy Pike in Huber Heights, Ohio. The existing site has a vacant office building just north of the bank on the northeast corner of Old Troy Pike and Chambersburg Road intersection. The rest of the property is a wooded lot with another existing structure on the rear of the property just east of the existing wet pond. Neither this structure nor the office building will remain with this project.

The proposed multifamily residential development includes a total of 216 dwelling units, distributed equally across six residential buildings, each with 36 dwelling units. There are 3 access driveways proposed to serve the site – two along Old Troy Pike and one additional access provided along Chambersburg Road.

This report presents and documents the study methodology, summarizes data collection and development traffic characteristics, highlights the evaluation of traffic conditions on the study intersections and roadways, and identifies recommendations to address operational impacts and integrate the proposed multifamily development into the surrounding transportation system.







## Existing Conditions

Kimley-Horn conducted a review of the subject site and surrounding area to inventory relevant information pertaining to nearby land uses, inventory key transportation system characteristics, and document existing traffic control. This section of the report details information on these existing conditions.

## Area Land Uses

The Union at Chambersburg development site is mostly wooded with an existing wet pond in the center and has a couple buildings to be removed. The surrounding areas to the north, east, and west are all residential. Directly adjacent to the southwest corner of the site is a bank which will share an access drive along Old Troy Pike. Directly across Chambersburg Road to the south of the site is Wayne High School which has 3 access drives along the south side of Chambersburg Road.

## Roadway Characteristics

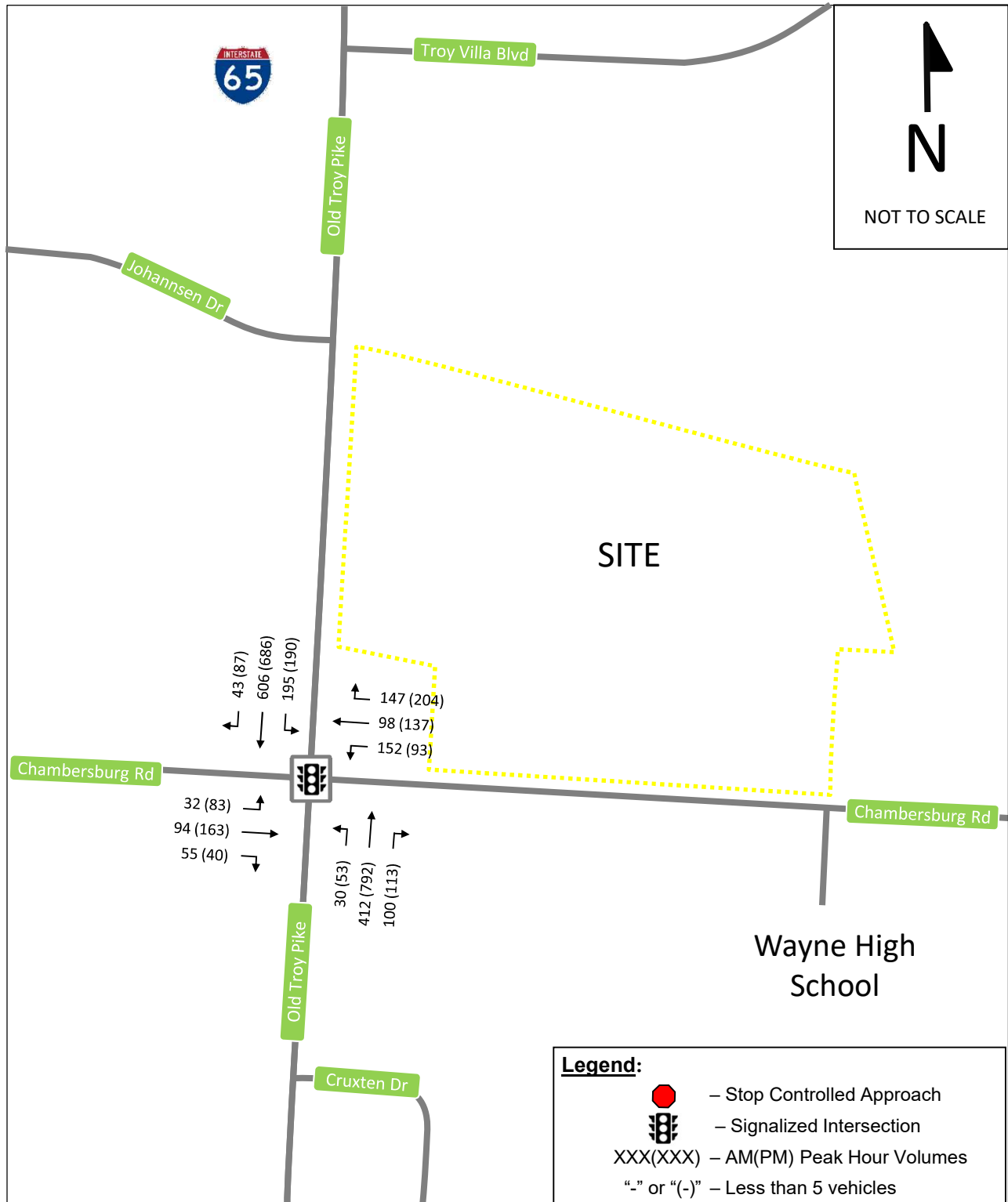
Interstate 70 and the Old Troy Pike interchange is over a mile north of the site, providing regional connectivity to Columbus (east) and Indianapolis (west). The subject site will be primarily served by Old Troy Pike and Chambersburg Road. General descriptions of these roadways are summarized below.

**Old Troy Pike** is a north-south arterial road located immediately west of the proposed site. Old Troy Pike provides two lanes of travel in each direction with a continuous center left turn lane. Old Troy Pike has a dedicated left-turn lane, thru lane, and shared thru and right-turn lane on both the northbound and southbound approaches to the Chambersburg Road intersection. The posted speed limit is 35 mph on Old Troy Pike, which is defined as a principal arterial road per the Ohio Department of Transportation (ODOT) functional classification map for Montgomery County.

**Chambersburg Road** is an east-west street located along the southern boundary of the proposed site. Chambersburg Road provides a single lane of travel in each direction with a continuous center left turn lane east of Old Troy Pike. The eastbound approach at the Old Troy Pike intersection has a short protected left turn lane and a shared thru/right turn lane. The westbound approach has a dedicated left turn, thru, and right turn lanes on Chambersburg Road. The posted speed limit is 35 mph on Chambersburg Road, which is defined as a minor arterial road per the ODOT's functional classification map for Montgomery County.

## Existing Traffic Volumes

The City of Huber Heights provided traffic count data for use in this traffic study. This data was collected on Thursday, March 22, 2018 and contained turning movement counts for the morning (7:15-8:15 AM) and evening (4:30-5:30 PM) peak hours, coinciding with the anticipated peak hours of traffic activity on the adjacent roadways and the proposed residential development. Existing peak hour vehicle traffic volumes are presented in **Figure 2**.



## Background Traffic Growth

Area background traffic was developed with consideration for regional traffic growth over time. In order to estimate the growth in the ambient levels of traffic in the study area, an annual growth rate was applied to existing traffic volumes in the study area.

It is anticipated that the development will be fully occupied by 2023; therefore Year 2023 was used as the analysis horizon for the future condition analysis. Based on a review of historic average annual daily traffic (AADT) volumes on Old Troy Pike (increasing over time) and Chambersburg Road (decreasing over time), a conservative overall annual growth rate of 1.5 percent was assumed and applied for a period of five years (Year 2018 to Year 2023) to the existing volumes in the study area in order to estimate an increase in future background traffic unrelated to the development or changes in traffic patterns. Projected Year 2023 background peak hour vehicle traffic volumes are presented in **Figure 3**.

## Background Traffic Adjustment

The Union at Chambersburg development plans to use the bank's existing access drive along Old Troy Pike. Additionally, the bank has another access drive approximately 200 feet east of Old Troy Pike along the north side of Chambersburg Road. The bank's traffic volumes are reflected in the traffic counts at the Old Troy Pike/Chambersburg Road intersection, but volumes at the site access driveways are not available. In order to estimate the number of trips generated by the bank at the existing access driveways, data published in the Institution of Transportation Engineers' (ITE) Trip Generation, Tenth Edition was referenced. Trip generation rates for a Drive-In Bank, similar to the existing Key Bank, are shown in **Table 1**. **Table 2** shows the calculated daily trips and peak hour volumes estimated for this bank.

**Table 1: ITE Trip Generation Data for the Existing Bank**

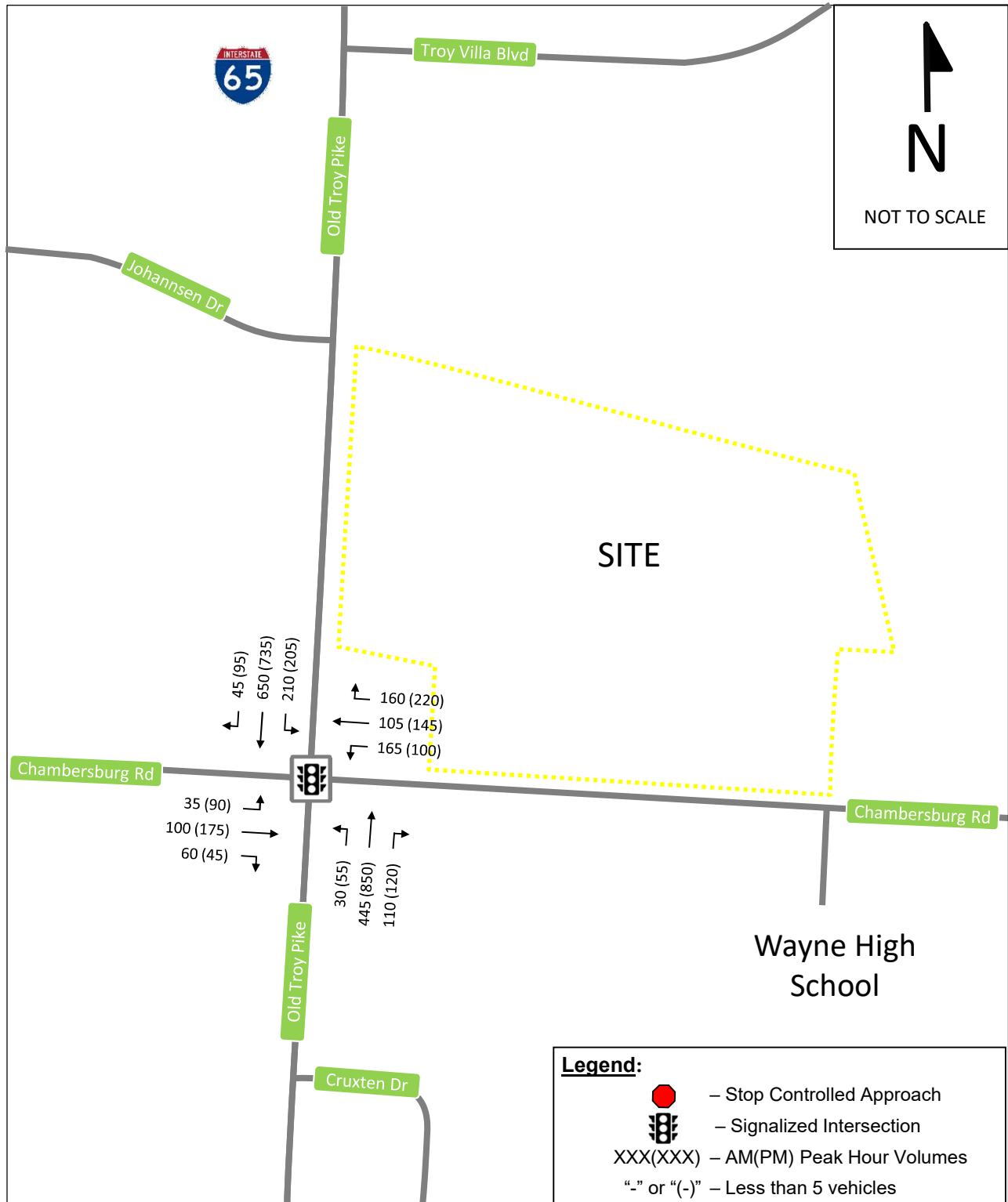
ITE Land Use	Unit	Weekday		
		Daily	AM Peak Hour	PM Peak Hour
Drive-in Bank (LUC 912))	Per 1,000 SF of GFA	100.03 Avg. Trips/Unit 50% in / 50% out	9.50 Avg. Trips/Unit 58% in / 42% out	20.45 Avg. Trips/Unit 50% in / 50% out

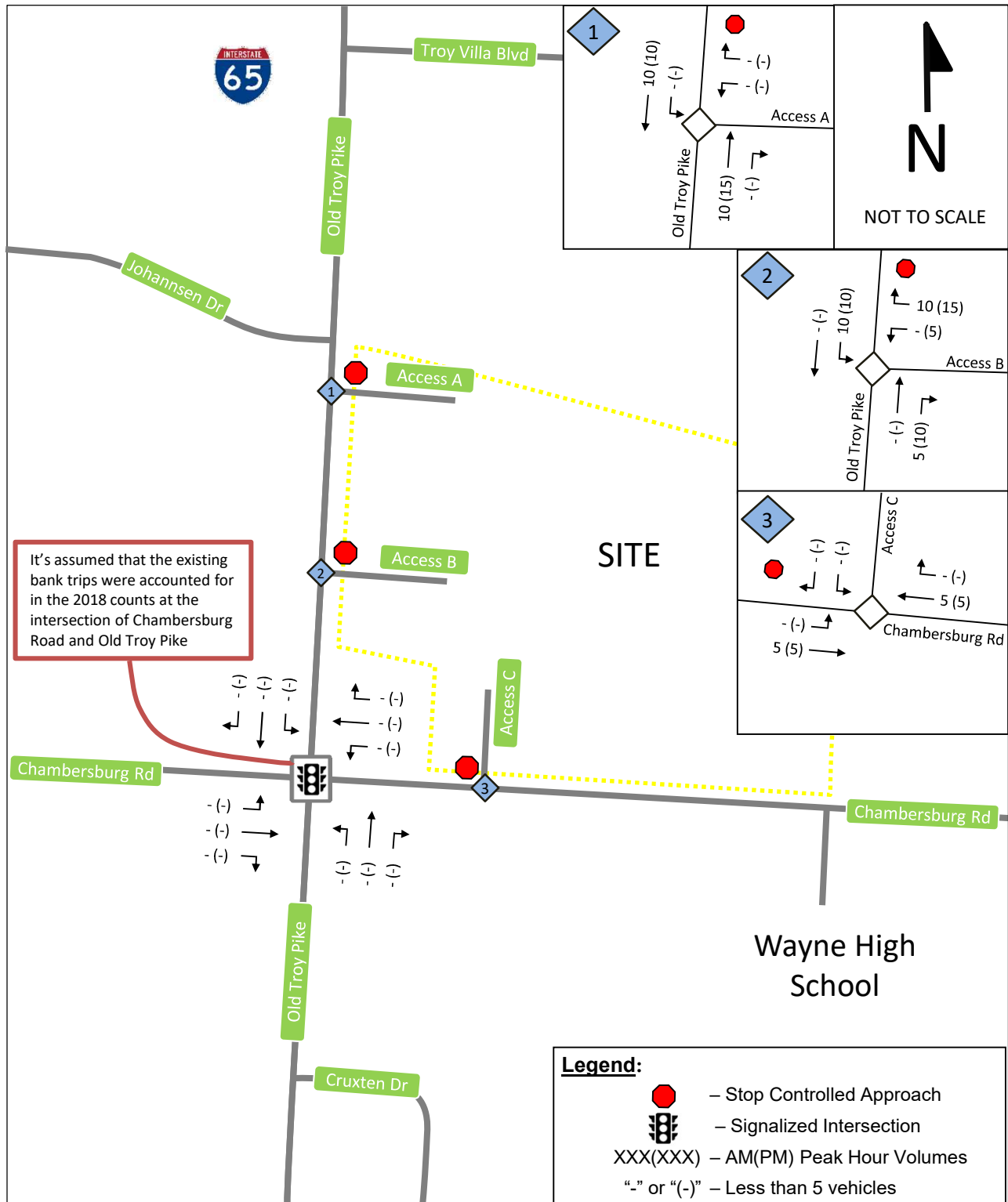
**Table 2: Existing Bank Trip Generation**

Land Use	Size	Weekday						
		Daily	AM Peak			PM Peak		
			In	Out	Total	In	Out	Total
Drive-in Bank (LUC 912)	~4,000 SF	400	25	15	20	40	40	80

Assuming half of the bank trips will use Access B on Old Troy Pike and the other half will use the existing access on Chambersburg Road, the estimated peak hour generated trips shown in Table 2 were assigned to the network. The bank trip adjustments to the peak hour turning movement

projections in Year 2023 are shown in **Figure 4**. It should be noted that no adjustments were applied at the signalized intersection of Old Troy Pike and Chambersburg Road as these trips are already accounted for in the existing volumes collected in 2018.





## DEVELOPMENT CHARACTERISTICS

This section of the report outlines key characteristics for the proposed multifamily development and estimates the site's trip generation and distribution on the study area street system during peak hours.

### Development Plan

The proposed development is a multifamily residential community on a 19.5-acre property. Access to the site is planned via two access drives on Old Troy Pike and an additional access drive on Chambersburg Road. The proposed site plan showing the access location and site layout is provided in the Appendix. The site is assumed to be built and occupied by 2023, which is the analysis horizon for this traffic study.

The proposed multifamily residential community will be comprised of the following characteristics:

#### Residential Units

Total Dwelling Units: 216 Dwelling Units (6 Buildings & 36 Units/Building)

#### Parking

Total Vehicle Parking: 322 Spaces (*incl. 14 ADA spaces*)

### Trip Generation

In order to calculate trips generated by the proposed development plan, data was referenced from ITE's Trip Generation, Tenth Edition. Trip generation rates for the ITE Land Use Code (LUC) corresponding to the proposed use are shown in **Table 3**. Per these assumptions, site-generated traffic projections are presented in **Table 4**.

**Table 3: ITE Trip Generation Data**

ITE Land Use	Unit	Weekday		
		Daily	AM Peak Hour	PM Peak Hour
Multifamily Housing (Mid-Rise) (LUC 221)	Per Dwelling Unit	5.44 Avg. Trips/Unit 50% in / 50% out	0.36 Avg. Trips/Unit 26% in / 74% out	0.44 Avg. Trips/Unit 61% in / 39% out

**Table 4: Site-Generated Traffic Projections**

Land Use	Size	Weekday						
		Daily	AM Peak			PM Peak		
			In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise)	216 Units	1,175	20	60	80	50	45	95

The Union at Chambersburg multifamily development is estimated to generate 1,175 daily weekday trips. In the morning peak hour, an estimated 80 trips will arrive at or depart the site, while the afternoon is expected to generate 95 trips total.

## Directional Distribution

The estimated distribution of site-generated traffic on the surrounding roadway network as it approaches and departs the site is a function of several variables, such as site access locations, characteristics of the street system, the ease with which motorists can travel over various sections of the street system, key origins and destinations, and prevailing traffic volumes/patterns. As such, the directional distribution shown in **Table 5** presents the anticipated directional distribution from which vehicles will travel to and from the site.

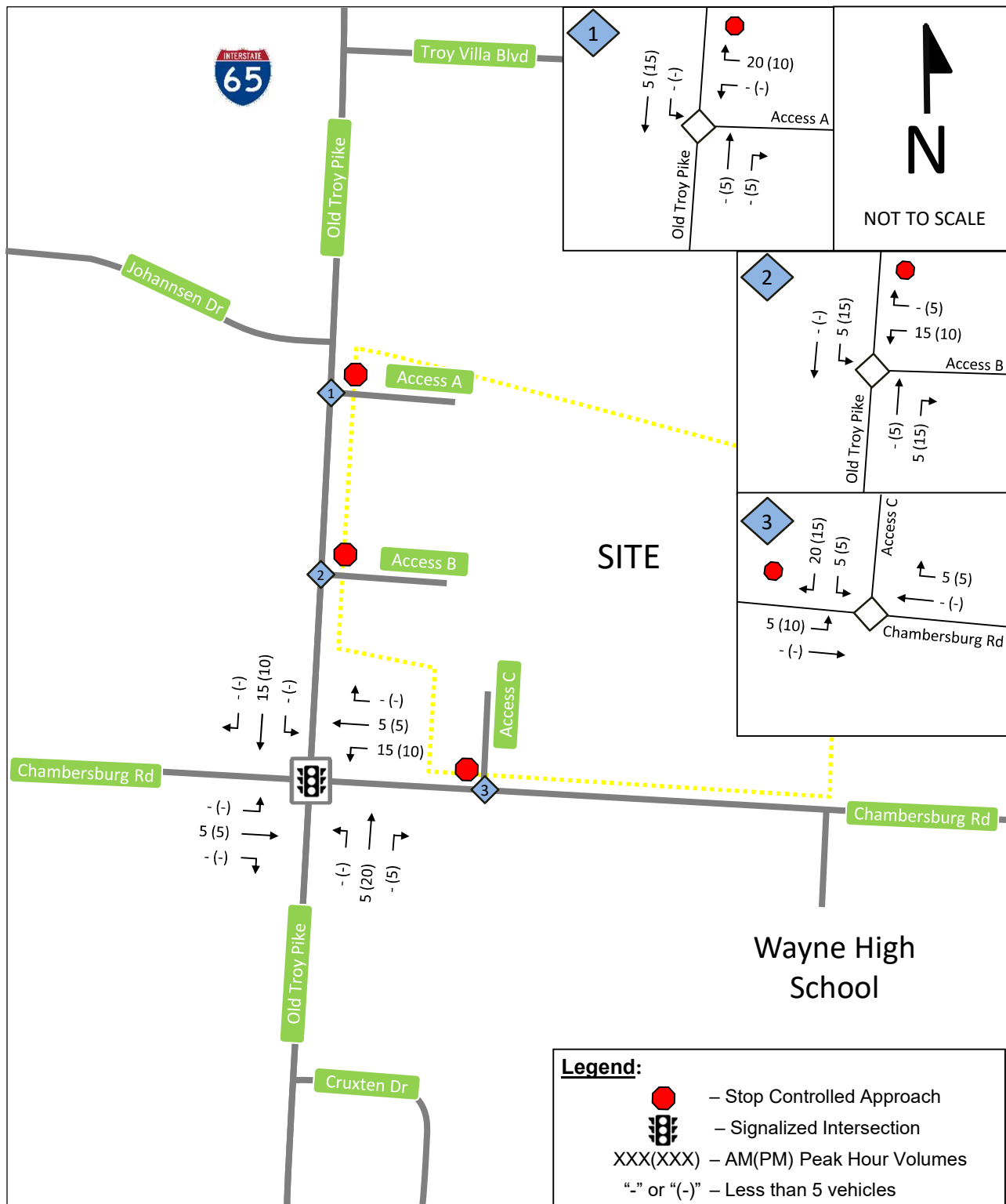
**Table 5: Estimated Trip Distribution**

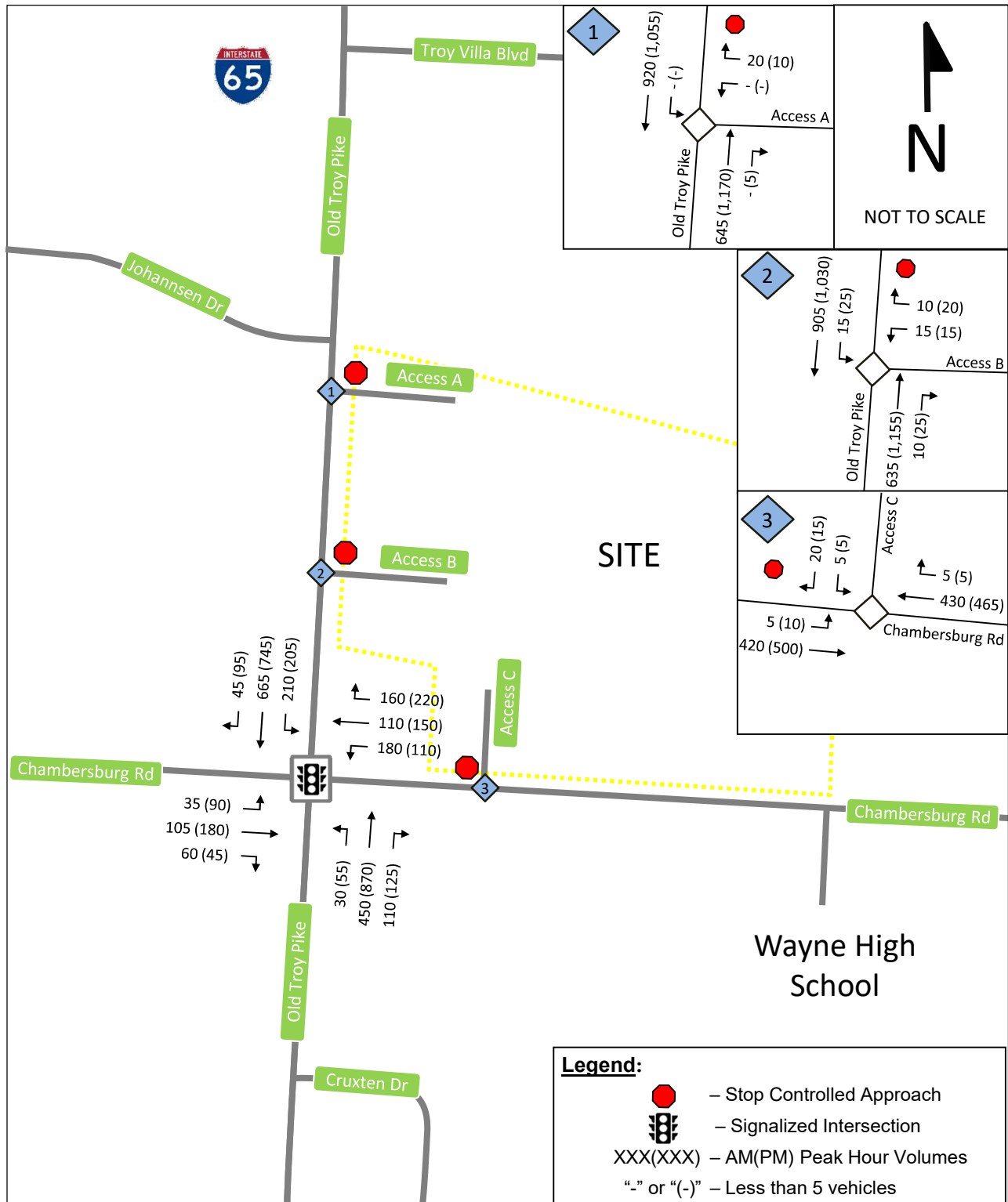
Traveling to/from	Estimated Trip Distribution
North via Old Troy Pike	35%
South via Old Troy Pike	45%
East via Chambersburg Road	10%
West via Chambersburg Road	10%
Total	100%

## Site Traffic Assignment

The Union at Chambersburg development proposes three full access driveways to serve the site. These are identified as Access A and Access B (the existing northern and southern, respectively, bank access drives) on Old Troy Pike and Access C on Chambersburg Road. Based on the preceding directional distribution assumptions in conjunction with the estimated trip generation, the site trip assignments across the study area network are illustrated on **Figure 5**. The future traffic projections for Year 2023, including this development plan, is shown on **Figure 6**.







## ANALYSES

This section of the report provides an overview of the capacity analysis conducted for key intersections in the site vicinity under existing and future traffic conditions, evaluates site access conditions, and highlights recommended improvements to address identified issues.

### Capacity Analysis

Per INDOT standards, Synchro capacity software was used to evaluate existing and future operational conditions at the study intersections during the weekday peak hours. The capacity of an intersection quantifies its ability to accommodate traffic volumes and is expressed in terms of level of service (LOS), measured in average delay per vehicle. LOS grades range from A to F, with LOS A as the highest (best traffic flow and least delay), LOS E as saturated or at-capacity conditions, and LOS F as the lowest (oversaturated conditions). For the capacity analysis criteria, most review agencies consider acceptable conditions at LOS D or better.

The LOS grades shown below, which are provided in the Transportation Research Board's Highway Capacity Manual (HCM), quantify, and categorize the driver's discomfort, frustration, fuel consumption, and travel times experienced as a result of intersection control and the resulting traffic queuing. A detailed description of each LOS rating can be found in **Table 6**.

**Table 6: Level of Service Grading Descriptions<sup>1</sup>**

Level of Service	Description <sup>1</sup>
A	Minimal control delay: traffic operates at primarily free-flow conditions; unimpeded movement within traffic stream.
B	Minor control delay at signalized intersections; traffic operates at a fairly unimpeded level with slightly restricted movement within traffic stream.
C	Moderate control delay; movement within traffic stream more restricted than at LOS B; formation of queues contributes to lower average travel speeds.
D	Considerable control delay that may be substantially increased by small increases in flow; average travel speeds continue to decrease.
E	High control delay; average travel speed no more than 33 percent of free flow speed.
F	Extremely high control delay: extensive queuing and high volumes create exceedingly restricted traffic flow.

<sup>1</sup>Highway Capacity Manual, 6th Edition.

The range of control delay for each rating (as detailed in the HCM) is shown in **Table 7**. Because signalized intersections are expected to carry a larger volume of vehicles and stopping is required during red time, note that higher delays are tolerated for the corresponding LOS ratings.

**Table 7: Level of Service Grading Criteria<sup>1</sup>**

Level of Service	Average Control Delay (s/veh) at:	
	Unsignalized Intersections	Signalized Intersections
A	0 – 10	0 – 10
B	> 10 – 15	> 10 – 20
C	> 15 – 25	> 20 – 35
D	> 25 – 35	> 35 – 55
E	> 35 – 50	> 55 – 80
F <sup>2</sup>	> 50	> 80

<sup>1</sup>Highway Capacity Manual, 6<sup>th</sup> Edition

<sup>2</sup>All movements with a Volume to Capacity (v/c) ratio greater than 1 receive a rating of LOS F.

Synchro software was utilized to evaluate capacity of the study intersections (reported by approach and critical movements) for the weekday morning and evening peak hours. **Table 8** summarizes the capacity analysis results for existing traffic conditions and the future Year 2023 scenario without the proposed development (no-build). **Tables 9** summarizes the capacity analysis for the future Year 2023 scenario with the proposed development (build). Additional capacity analysis details for the study intersections are provided using HCM 6<sup>th</sup> Edition reports included in the Appendix.

**Table 8: Intersection Capacity Analysis for Existing Conditions and Future Year 2023 No-Build Conditions**

Intersection	Existing Conditions				Future 2023 No-Build Conditions			
	AM Peak		PM Peak		AM Peak		PM Peak	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
<i>Old Troy Pike / Chambersburg Rd</i> ★								
Eastbound	63	E	63	E	63	E	64	E
Westbound	59	E <sup>1</sup>	51	D	61	E <sup>1</sup>	52	D <sup>1</sup>
Northbound	44	D	46	D	46	D	49	D
Southbound	34	C	32	C	36	D	33	C
<i>Overall</i>	<i>45</i>	<i>D</i>	<i>44</i>	<i>D</i>	<i>46</i>	<i>D</i>	<i>46</i>	<i>D</i>

★ – Signalized Intersection

<sup>1</sup>Left-turn movement operates at LOS F.

**Table 9: Intersection Capacity Analysis for Future Year 2023 Build Conditions**

Intersection	Future (2023) Build Conditions			
	AM Peak		PM Peak	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS
<i>Old Troy Pike / Chambersburg Rd</i> ★				
Eastbound	63	E	64	E
Westbound	64	E <sup>1</sup>	54	D <sup>1</sup>
Northbound	46	D	51	D
Southbound	36	D	34	C
Overall	47	D	47	D
<i>Old Troy Pike / Access A</i> △				
Westbound	11	B	15	C
Southbound (Left)	9	A	12	B
<i>Old Troy Pike / Access B</i> △				
Westbound	15	B	22	C
Southbound (Left)	9	A	12	B
<i>Chambersburg Road / Access C</i> △				
Eastbound (Left)	8	A	9	A
Southbound	11	B	11	B

★ – Signalized Intersection

△ – Minor-Leg Stop-Controlled Intersection

<sup>1</sup> Left-turn movement operates at LOS F.

## Capacity Analysis Results

### Existing Conditions

Under existing conditions, all approaches at the study intersections operate at LOS E or better in both peak periods. The Old Troy Pike approaches are expected to perform at an LOS D or better while the Chambersburg Road approaches are expected to perform at LOS E. The westbound left turn lane operates at an LOS F during the weekday morning peak hour. The 95<sup>th</sup> percentile queues for the westbound left turn lane and southbound left turn lanes exceed the available turn lane storages in the AM peak hour. The 95<sup>th</sup> percentile queues for the eastbound, northbound, and southbound left-turn lanes exceed the available turn lane storages in the PM peak hour.

### Future Conditions

Under projected future conditions without the Union at Chambersburg multifamily development, traffic conditions for the study intersection of Old Troy Pike and Chambersburg Road are expected to operate at a similar level of service as the existing conditions. The overall intersection delay is expected to increase by 1 second in the AM peak hour and 2 second in the PM peak hour, but still operate at an overall LOS D in both peak hours.

Under projected future conditions with the Union at Chambersburg multifamily development, traffic conditions for the study intersection of Old Troy Pike and Chambersburg Road are expected to operate at a similar level of service as the future Year 2023 No-Build condition. The overall



intersection is still expected to operate at an LOS D in both peak hours with additional incremental delay to each approach. The 95<sup>th</sup> percentile queues for the westbound left-turn lane also exceed the available turn lane storage in both peak hours. With the additional trips leaving Access C, the westbound left-turn lane queue increases by 1.3 vehicles in the AM and 0.9 vehicles in the PM. All other queues increase by less than one vehicle. It should be noted that the 95<sup>th</sup> percentile queue for the westbound left-turn lane is exceeded in the AM peak hour in the existing and future No-Build conditions.

In the future Year 2023 build conditions, all stop-controlled approaches at every site access drive are expected to operate at an LOS C or better.

### Queuing Analysis

SimTraffic software was used to analyze the queuing distances in the future Year 2023 Build Conditions to see if the westbound queues on Chambersburg Road and the southbound queues on Old Troy Pike will block the nearest site access locations.

In the AM peak hour, the analysis estimated that the 95<sup>th</sup> percentile queue on Chambersburg Road westbound approach at Old Troy Pike is 244 feet for the westbound left-turn lane and 204 feet for the westbound through lane. Although the westbound left-turn lane queue exceeds the available storage length, this queue does not block Access C and has a negligible impact on the westbound through lane. The estimated 95<sup>th</sup> percentile queue on Old Troy Pike for the southbound left turn lane is 202 feet in AM peak hour. The protected southbound left turn lane has a storage length of 130 feet and is blocked 9% of the time during the peak hour since the southbound thru lanes queue is 228 feet. While this southbound queue does not block Access B as there's approximately 380 feet available, an extension of the marked protected left turn lane should be considered to permit more vehicles to stack in the center left turn lane.

During the PM peak hour, the queuing analysis reflected similar results as the AM peak hour on Old Troy Pike. The southbound through lanes have a 95<sup>th</sup> percentile queue of 283 feet while the southbound left turn lane is 250 feet. The southbound left turn lane is blocked 20% of the time during the PM peak hour. The westbound queues on Chambersburg Road in the PM peak hour are similar to the AM peak hour. The left turn lane's 95<sup>th</sup> percentile queue is just 180 feet while the through lane is estimated at 218 feet. In the PM peak hour, the westbound left turn lane storage is block just 2% of the time from thru lane queues. There is approximately 100 feet between the end of the westbound queues and the intersection with Access C.

## SUMMARY

The proposed multifamily development plan for the Union at Chambersburg includes 216 dwelling units on a 19.5-acre site generally located north of Chambersburg Road and east of Old Troy Pike in Huber Heights, Ohio. Access to the proposed development would be provided via three access drives. Two access drives (Access A & B) are proposed along the east side of Old Troy Pike and an additional access drive (Access C) is planned along the north side of Chambersburg Road.

Based on a comparative analysis of the projected Year 2023 conditions with and without the proposed development, the changes in the average vehicle delay and levels of service are minimal, thus the proposed development is not expected to cause significant impact on area traffic operation. However, the design elements outlined below are recommended to address queuing issues:

- Old Troy Pike / Access A
  - No turn lane improvements are warranted on Old Troy Pike at this intersection.
  - Due to close proximity to the offset intersection with Johannsen Drive, this access is recommended to be limited to right-in/right-out movements only. All left-in and left-out movements from Old Troy Pike can be accommodated at Access B
- Old Troy Pike / Access B
  - No turn lane improvements are warranted on Old Troy Pike at this intersection.
  - The outbound lane on Access B is recommended to provide a single lane with shared left- and right-turn movements.
- Old Troy Pike / Chambersburg Road
  - The southbound left-turn lane is recommended, through re-striping, to be lengthened by 120 feet for a total storage length of 250 feet. This extended turn lane length would address existing queuing issues regardless of the proposed development.
- Chambersburg Road / Access C
  - No turn lane improvements are warranted on Chambersburg Road at this intersection.
  - The outbound lane on Access C is recommended to provide a single lane with shared left- and right-turn movements.

Regardless of the final configuration of the intersection geometrics, several additional items should be taken into consideration when preparing site and roadway improvement plans for the subject development. While vertical sight distance appears to be adequate and unobstructed within the study area, care should be taken with landscaping, signage, and monumentation at the site access locations to ensure that adequate horizontal sight distance is provided from the new stop bars. If alterations to the site plan or land use should occur, changes to the analysis provided within this traffic impact study may be needed.

## TECHNICAL APPENDIX

Proposed Site Plan

Existing (2018) Count Data

Existing (2018) Capacity Reports

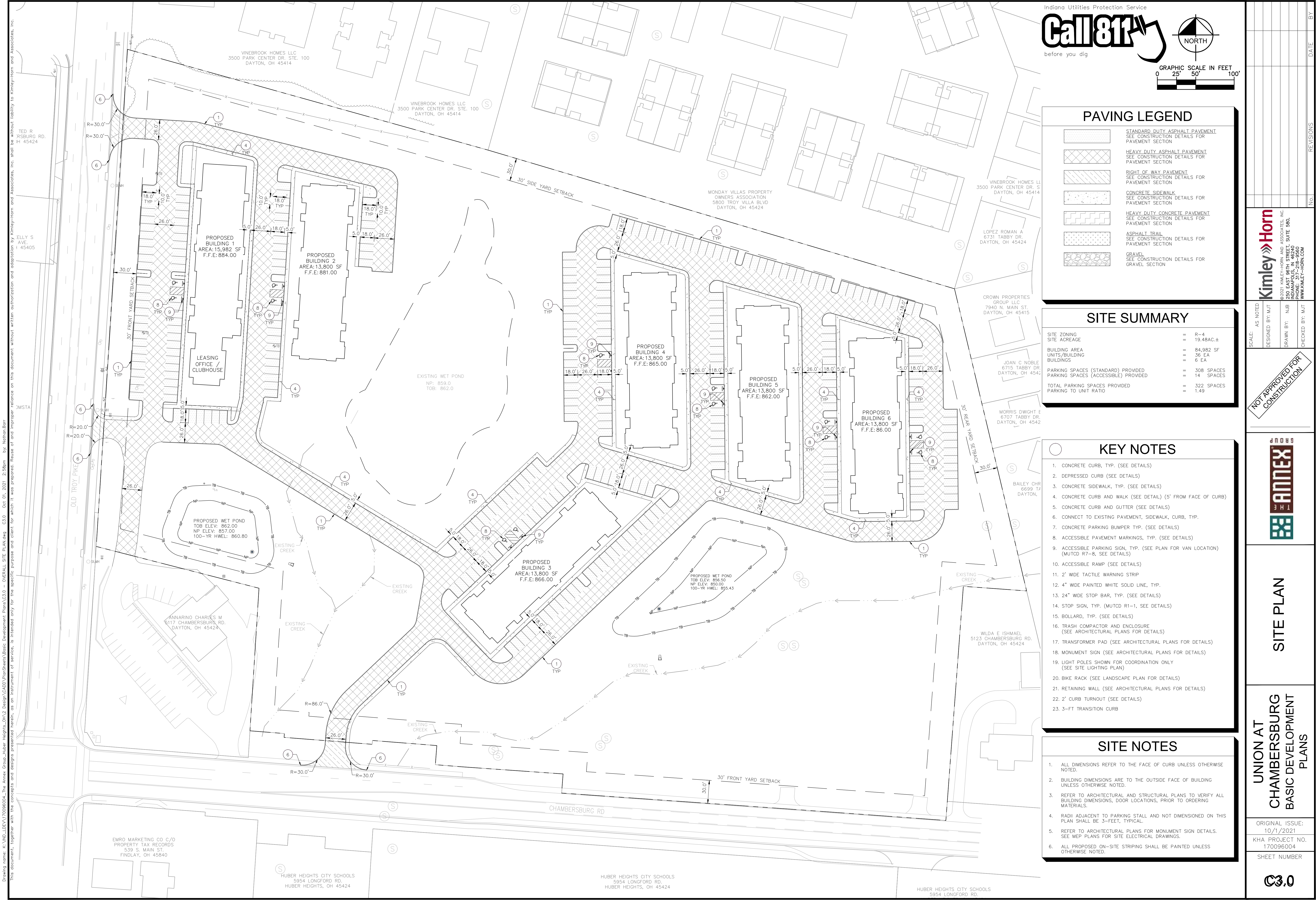
Future (2023) No-Build Capacity Reports

Future (2023) Build Capacity Reports

Future (2023) Build Queuing Report from SimTraffic

## PROPOSED SITE PLAN





Indiana Utilities Protection Service

**Call 811**  
before you dig

NORTH

GRAPHIC SCALE IN FEET  
0 25' 50' 100'

PAVING LEGEND

	STANDARD DUTY ASPHALT PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	HEAVY DUTY ASPHALT PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	RIGHT OF WAY PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	CONCRETE SIDEWALK SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	HEAVY DUTY CONCRETE PAVEMENT SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	ASPHALT TRAIL SEE CONSTRUCTION DETAILS FOR PAVEMENT SECTION
	GRAVEL SEE CONSTRUCTION DETAILS FOR GRAVEL SECTION

SITE SUMMARY

SITE ZONING	==	R-4
SITE ACREAGE	==	19.48AC.±
BUILDING AREA	==	84,982 SF
UNITS/BUILDING	==	36 EA
BUILDINGS	==	6 EA
PARKING SPACES (STANDARD) PROVIDED	==	308 SPACES
PARKING SPACES (ACCESSIBLE) PROVIDED	==	14 SPACES
TOTAL PARKING SPACES PROVIDED	==	322 SPACES
PARKING TO UNIT RATIO	==	1.49

KEY NOTES

- CONCRETE CURB, TYP. (SEE DETAILS)
- DEPRESSED CURB (SEE DETAILS)
- CONCRETE SIDEWALK, TYP. (SEE DETAILS)
- CONCRETE CURB AND WALK (SEE DETAIL) (5' FROM FACE OF CURB)
- CONCRETE CURB AND GUTTER (SEE DETAILS)
- CONNECT TO EXISTING PAVEMENT, SIDEWALK, CURB, TYP.
- CONCRETE PARKING BUMPER TYP. (SEE DETAILS)
- ACCESSIBLE PAVEMENT MARKINGS, TYP. (SEE DETAILS)
- ACCESSIBLE PARKING SIGN, TYP. (SEE PLAN FOR VAN LOCATION) (MUTCD R7-8, SEE DETAILS)
- ACCESSIBLE RAMP (SEE DETAILS)
- 2" WIDE TACTILE WARNING STRIP
- 4" WIDE PAINTED WHITE SOLID LINE, TYP.
- 24" WIDE STOP BAR, TYP. (SEE DETAILS)
- STOP SIGN, TYP. (MUTCD R1-1, SEE DETAILS)
- BOLLARD, TYP. (SEE DETAILS)
- TRASH COMPACTOR AND ENCLOSURE (SEE ARCHITECTURAL PLANS FOR DETAILS)
- TRANSFORMER PAD (SEE ARCHITECTURAL PLANS FOR DETAILS)
- MONUMENT SIGN (SEE ARCHITECTURAL PLANS FOR DETAILS)
- LIGHT POLES SHOWN FOR COORDINATION ONLY (SEE SITE LIGHTING PLAN)
- BIKE RACK (SEE LANDSCAPE PLAN FOR DETAILS)
- RETAINING WALL (SEE ARCHITECTURAL PLANS FOR DETAILS)
- 2' CURB TURNOUT (SEE DETAILS)
- 3'-FT TRANSITION CURB

SITE NOTES

- ALL DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS, DOOR LOCATIONS, PRIOR TO ORDERING MATERIALS.
- RADII ADJACENT TO PARKING STALL AND NOT DIMENSIONED ON THIS PLAN SHALL BE 3'-FEET, TYPICAL.
- REFER TO ARCHITECTURAL PLANS FOR MONUMENT SIGN DETAILS. SEE MEP PLANS FOR SITE ELECTRICAL DRAWINGS.
- ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED UNLESS OTHERWISE NOTED.

Kimley»Horn

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250 EAST 96TH STREET, SUITE 580,  
INDIANAPOLIS, IN 46240  
WWW.KIMLEY-HORN.COM

AS NOTED  
DESIGNED BY: MJT  
DRAWN BY: NJB  
CHECKED BY: MJT

NOT APPROVED FOR CONSTRUCTION

annex

SITE PLAN

UNION AT CHAMBERSBURG BASIC DEVELOPMENT PLANS

ORIGINAL ISSUE:  
10/1/2021  
KHA PROJECT NO.  
170096004  
SHEET NUMBER

C3.0



## EXISTING (2018) COUNT DATA

Provided by the City of Huber Heights from March 22, 2018

Old Troy Pike & Chamberburg Rd.  
Specific Hour Data

TEC Engineering, Inc.  
Turning Movement Counts  
PH: 937-435-8828

Thursday  
3/22/2018

	Chambersburg Rd. Eastbound					Chambersburg Rd. Westbound					Old Troy Pike Northbound					Old Troy Pike Southbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
7:15 AM	8	26	14	1	48	56	23	29	2	108	5	100	29	2	134	56	175	10	0	241	531
7:30 AM	5	30	9	0	44	46	18	43	1	107	10	132	44	0	186	80	174	12	0	266	603
7:45 AM	14	22	20	1	56	34	37	53	0	124	6	104	18	0	128	39	120	12	0	171	479
8:00 AM	5	16	12	0	33	16	20	22	0	58	9	76	9	0	94	20	137	9	0	166	351
Total	32	94	55	2	181	152	98	147	3	397	30	412	100	2	542	195	606	43	0	844	1964
PHF	0.57143	0.78333	0.6875		0.80804	0.67857	0.66216	0.6934		0.8004	0.75	0.7803	0.56818		0.72849	0.60938	0.86571	0.89583		0.79323	0.81426
HV%	6.3%	0.0%	7.3%		3.3%	5.3%	0.0%	4.8%		3.8%	3.3%	3.6%	10.0%		4.8%	0.5%	3.3%	0.0%		2.5%	3.5%
12:00 PM	8	31	8	0	47	22	28	25	0	75	4	102	21	0	127	27	123	10	0	160	409
12:15 PM	4	20	6	0	30	13	24	31	0	68	8	107	20	0	135	28	97	9	0	134	367
12:30 PM	9	25	4	1	38	26	29	53	0	108	8	104	16	1	128	33	125	10	0	168	442
12:45 PM	9	12	7	0	28	15	19	31	0	65	5	107	22	0	134	39	101	10	0	150	377
Total	30	88	25	1	143	76	100	140	0	316	25	420	79	1	524	127	446	39	0	612	1595
PHF	0.83333	0.70968	0.78125		0.76064	0.73077	0.86207	0.66038		0.73148	0.78125	0.98131	0.89773		0.97037	0.8141	0.892	0.975		0.91071	0.90215
HV%	0.0%	1.1%	0.0%		0.7%	5.3%	2.0%	0.7%		2.2%	8.0%	2.9%	3.8%		3.2%	0.0%	2.2%	10.3%		2.3%	2.4%
4:30 PM	19	41	9	0	69	31	34	50	2	115	12	183	25	2	220	48	182	25	1	255	659
4:45 PM	20	36	9	0	65	17	33	39	0	89	9	203	27	0	239	47	194	17	0	258	651
5:00 PM	18	44	10	0	72	24	38	59	1	121	15	193	31	0	239	40	151	18	0	209	641
5:15 PM	26	42	12	0	80	21	32	56	0	109	17	213	30	2	260	55	159	27	0	241	690
Total	83	163	40	0	286	93	137	204	3	434	53	792	113	4	958	190	686	87	1	963	2641
PHF	0.79808	0.92614	0.83333		0.89375	0.75	0.90132	0.86441		0.89669	0.77941	0.92958	0.91129		0.92115	0.86364	0.88402	0.80556		0.93314	0.95688
HV%	0.0%	0.0%	2.5%		0.3%	4.3%	0.0%	0.5%		1.2%	0.0%	1.3%	1.8%		1.3%	0.0%	1.0%	0.0%		0.7%	0.9%
5:30 PM	23	34	9	0	66	25	40	61	1	126	17	197	26	0	240	42	181	10	0	233	665
5:45 PM	22	34	7	0	63	29	30	52	0	111	13	165	37	0	215	68	170	12	0	250	639
6:00 PM	21	27	9	1	57	33	27	43	0	103	15	145	28	0	188	33	153	22	0	208	556
6:15 PM	16	22	12	0	50	17	13	54	0	84	9	145	22	0	176	53	128	21	0	202	512
Total	82	117	37	1	236	104	110	210	1	424	54	652	113	0	819	196	632	65	0	893	2372
PHF	0.8913	0.86029	0.77083		0.89394	0.78788	0.6875	0.86066		0.84127	0.79412	0.82741	0.76351		0.85313	0.72059	0.87293	0.73864		0.893	0.89173
HV%	0.0%	0.0%	0.0%		0.0%	3.8%	0.0%	0.0%		0.9%	0.0%	0.9%	3.5%		1.2%	0.5%	0.8%	0.0%		0.7%	0.8%
Total																					
PHF																					
HV%																					
Grand Total	227	462	157	4	846	425	445	701	7	1571	162	2276	405	7	2843	708	2370	234	1	3312	8572
Approach %	26.8%	54.6%	18.6%	-	-	27.1%	28.3%	44.6%	-	-	5.7%	80.1%	14.2%	-	-	21.4%	71.6%	7.1%	-	-	-
Total %	2.6%	5.4%	1.8%	-	9.9%	5.0%	5.2%	8.2%	-	18.3%	1.9%	26.6%	4.7%	-	33.2%	8.3%	27.6%	2.7%	-	38.6%	-
Lights	225	461	152	-	838	405	443	692	-	1540	159	2233	386	-	2778	706	2328	230	-	3264	8420
Lights %	26.6%	54.5%	18.0%	-	99.1%	25.8%	28.2%	44.0%	-	98.0%	5.6%	78.5%	13.6%	-	97.7%	21.3%	70.3%	6.9%	-	98.6%	98.2%
Other Vehicles	2	1	5	-	8	20	2	9	-	31	3	43	19	-	65	2	42	4	-	48	152
Other Vehicles %	0.2%	0.1%	0.6%	-	0.9%	1.3%	0.1%	0.6%	-	2.0%	0.1%	1.5%	0.7%	-	2.3%	0.1%	1.3%	0.1%	-	1.4%	1.8%
Pedestrians	-	-	-	4	-	-	-	-	7	-	-	-	-	7	-	-	-	-	1	-	-
Pedestrians %	-	-	-	21.1%	-	-	-	-	36.8%	-	-	-	-	36.8%	-	-	-	-	5.3%	-	-

## EXISTING (2018) CAPACITY REPORTS
























Weekday Morning Peak Hour

Weekday Evening Peak Hour

# HCM 6th Signalized Intersection Summary

## 100: Old Troy Pike & Chambersburg Road
























10/20/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	32	94	55	152	98	147	30	412	100	195	606	43
Future Volume (veh/h)	32	94	55	152	98	147	30	412	100	195	606	43
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1811	1900	1796	1826	1900	1826	1856	1841	1752	1885	1856	1900
Adj Flow Rate, veh/h	40	116	68	188	121	181	37	509	123	241	748	53
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	6	0	7	5	0	5	3	4	10	1	3	0
Cap, veh/h	294	147	86	212	187	635	548	876	211	730	1333	94
Arrive On Green	0.13	0.13	0.13	0.09	0.10	0.10	0.23	0.31	0.31	0.31	0.40	0.40
Sat Flow, veh/h	1725	1121	657	1739	1900	1533	1767	2794	672	1795	3339	237
Grp Volume(v), veh/h	40	0	184	188	121	181	37	318	314	241	395	406
Grp Sat Flow(s),veh/h/ln	1725	0	1778	1739	1900	1533	1767	1749	1717	1795	1763	1813
Q Serve(g_s), s	0.0	0.0	14.0	10.8	8.6	0.0	0.0	21.3	21.5	0.0	24.3	24.3
Cycle Q Clear(g_c), s	0.0	0.0	14.0	10.8	8.6	0.0	0.0	21.3	21.5	0.0	24.3	24.3
Prop In Lane	1.00		0.37	1.00		1.00	1.00		0.39	1.00		0.13
Lane Grp Cap(c), veh/h	294	0	233	212	187	635	548	548	538	730	704	724
V/C Ratio(X)	0.14	0.00	0.79	0.89	0.65	0.29	0.07	0.58	0.58	0.33	0.56	0.56
Avail Cap(c_a), veh/h	294	0	431	258	542	921	548	548	538	730	704	724
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	52.3	0.0	59.0	61.1	60.8	27.5	29.6	40.3	40.4	28.1	32.5	32.6
Incr Delay (d2), s/veh	0.2	0.0	5.9	25.5	3.8	0.2	0.1	4.4	4.6	0.3	3.2	3.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.3	0.0	10.9	12.7	7.7	7.4	1.5	15.0	14.9	9.7	16.3	16.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	52.5	0.0	64.9	86.6	64.5	27.7	29.7	44.7	45.0	28.4	35.8	35.7
LnGrp LOS	D	A	E	F	E	C	C	D	D	C	D	D
Approach Vol, veh/h	224			490			669			1042		
Approach Delay, s/veh	62.7			59.4			44.0			34.0		
Approach LOS	E			E			D			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	37.2	61.0	18.3	23.4	49.2	49.0	22.9	18.9				
Change Period (Y+Rc), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Green Setting (Gmax), s	12.6	55.9	16.6	33.9	24.6	43.9	10.6	39.9				
Max Q Clear Time (g_c+I1), s	2.0	26.3	12.8	16.0	2.0	23.5	2.0	10.6				
Green Ext Time (p_c), s	0.0	5.4	0.2	0.9	0.7	3.8	0.0	1.3				
Intersection Summary												
HCM 6th Ctrl Delay	44.6											
HCM 6th LOS	D											

# HCM 6th Signalized Intersection Summary

## 100: Old Troy Pike & Chambersburg Road

10/20/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	83	163	40	93	137	204	53	792	113	190	686	87
Future Volume (veh/h)	83	163	40	93	137	204	53	792	113	190	686	87
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		0.99	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1900	1900	1856	1841	1900	1885	1900	1885	1870	1900	1885	1900
Adj Flow Rate, veh/h	93	183	45	103	152	227	58	861	123	204	738	94
Peak Hour Factor	0.89	0.89	0.89	0.90	0.90	0.90	0.92	0.92	0.92	0.93	0.93	0.93
Percent Heavy Veh, %	0	0	3	4	0	1	0	1	2	0	1	0
Cap, veh/h	227	218	54	137	209	637	576	1143	163	639	1390	177
Arrive On Green	0.09	0.15	0.15	0.05	0.11	0.11	0.22	0.36	0.36	0.29	0.44	0.44
Sat Flow, veh/h	1810	1473	362	1753	1900	1585	1810	3143	449	1810	3195	407
Grp Volume(v), veh/h	93	0	228	103	152	227	58	491	493	204	413	419
Grp Sat Flow(s),veh/h/ln	1810	0	1835	1753	1900	1585	1810	1791	1801	1810	1791	1811
Q Serve(g_s), s	1.2	0.0	16.9	3.9	10.8	0.0	0.0	33.6	33.6	2.6	23.7	23.8
Cycle Q Clear(g_c), s	1.2	0.0	16.9	3.9	10.8	0.0	0.0	33.6	33.6	2.6	23.7	23.8
Prop In Lane	1.00		0.20	1.00		1.00	1.00		0.25	1.00		0.22
Lane Grp Cap(c), veh/h	227	0	271	137	209	637	576	651	655	639	779	788
V/C Ratio(X)	0.41	0.00	0.84	0.75	0.73	0.36	0.10	0.75	0.75	0.32	0.53	0.53
Avail Cap(c_a), veh/h	227	0	457	184	474	858	576	651	655	639	779	788
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	58.2	0.0	58.1	64.2	60.3	29.4	26.5	39.0	39.0	33.1	29.1	29.1
Incr Delay (d2), s/veh	1.2	0.0	6.9	11.0	4.8	0.3	0.1	7.9	7.8	0.3	2.6	2.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	5.6	0.0	13.1	7.2	9.3	9.2	2.3	22.6	22.7	8.8	16.1	16.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	59.4	0.0	65.0	75.2	65.1	29.8	26.6	46.9	46.9	33.4	31.6	31.6
LnGrp LOS	E	A	E	E	E	C	C	D	D	C	C	C
Approach Vol, veh/h	321		482				1042		1036			
Approach Delay, s/veh	63.3		50.6				45.8		32.0			
Approach LOS	E		D				D		C			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	35.9	66.0	12.3	25.8	45.9	56.0	17.6	20.5				
Change Period (Y+Rc), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Green Setting (Gmax), s	12.6	60.9	10.6	34.9	22.6	50.9	10.6	34.9				
Max Q Clear Time (g_c+I1), s	2.0	25.8	5.9	18.9	4.6	35.6	3.2	12.8				
Green Ext Time (p_c), s	0.1	5.9	0.1	1.1	0.5	5.6	0.1	1.5				
Intersection Summary												
HCM 6th Ctrl Delay	43.6											
HCM 6th LOS	D											



## **FUTURE (2023) NO-BUILD CAPACITY REPORTS**























Weekday Morning Peak Hour

Weekday Evening Peak Hour

# HCM 6th Signalized Intersection Summary

## 100: Old Troy Pike & Chambersburg Road
























10/20/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	100	60	165	105	160	30	445	110	210	650	45
Future Volume (veh/h)	35	100	60	165	105	160	30	445	110	210	650	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		0.99	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1811	1900	1796	1826	1900	1826	1856	1841	1752	1885	1856	1900
Adj Flow Rate, veh/h	43	123	74	204	130	198	37	549	136	259	802	56
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	6	0	7	5	0	5	3	4	10	1	3	0
Cap, veh/h	307	149	90	227	187	616	511	870	215	690	1335	93
Arrive On Green	0.14	0.13	0.13	0.10	0.10	0.10	0.22	0.31	0.31	0.30	0.40	0.40
Sat Flow, veh/h	1725	1111	669	1739	1900	1533	1767	2776	685	1795	3343	233
Grp Volume(v), veh/h	43	0	197	204	130	198	37	345	340	259	423	435
Grp Sat Flow(s),veh/h/ln	1725	0	1780	1739	1900	1533	1767	1749	1712	1795	1763	1813
Q Serve(g_s), s	0.0	0.0	15.1	12.0	9.3	0.0	0.0	23.6	23.8	2.8	26.5	26.6
Cycle Q Clear(g_c), s	0.0	0.0	15.1	12.0	9.3	0.0	0.0	23.6	23.8	2.8	26.5	26.6
Prop In Lane	1.00		0.38	1.00		1.00	1.00		0.40	1.00		0.13
Lane Grp Cap(c), veh/h	307	0	239	227	187	616	511	548	537	690	704	724
V/C Ratio(X)	0.14	0.00	0.82	0.90	0.70	0.32	0.07	0.63	0.63	0.38	0.60	0.60
Avail Cap(c_a), veh/h	307	0	431	258	542	902	511	548	537	690	704	724
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	51.6	0.0	59.0	60.4	61.1	29.0	32.5	41.1	41.2	31.0	33.2	33.2
Incr Delay (d2), s/veh	0.2	0.0	7.0	28.7	4.6	0.3	0.1	5.4	5.6	0.3	3.8	3.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.4	0.0	11.6	13.8	8.3	8.2	1.6	16.4	16.2	10.5	17.7	18.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	51.8	0.0	65.9	89.1	65.7	29.3	32.5	46.5	46.7	31.3	37.0	36.9
LnGrp LOS	D	A	E	F	E	C	C	D	D	C	D	D
Approach Vol, veh/h	240		532				722		1117			
Approach Delay, s/veh	63.4		61.1				45.9		35.6			
Approach LOS	E		E				D		D			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	35.5	61.0	19.6	23.9	47.5	49.0	24.6	18.9				
Change Period (Y+Rc), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Green Setting (Gmax), s	12.6	55.9	16.6	33.9	24.6	43.9	10.6	39.9				
Max Q Clear Time (g_c+I1), s	2.0	28.6	14.0	17.1	4.8	25.8	2.0	11.3				
Green Ext Time (p_c), s	0.0	5.8	0.1	0.9	0.7	4.0	0.0	1.4				
Intersection Summary												
HCM 6th Ctrl Delay	46.2											
HCM 6th LOS	D											

# HCM 6th Signalized Intersection Summary

## 100: Old Troy Pike & Chambersburg Road

10/20/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	90	175	45	100	145	220	55	850	120	205	735	95
Future Volume (veh/h)	90	175	45	100	145	220	55	850	120	205	735	95
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		0.99	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1900	1900	1856	1841	1900	1885	1900	1885	1870	1900	1885	1900
Adj Flow Rate, veh/h	101	197	51	111	161	244	60	924	130	220	790	102
Peak Hour Factor	0.89	0.89	0.89	0.90	0.90	0.90	0.92	0.92	0.92	0.93	0.93	0.93
Percent Heavy Veh, %	0	0	3	4	0	1	0	1	2	0	1	0
Cap, veh/h	238	231	60	138	218	627	539	1145	161	602	1388	179
Arrive On Green	0.09	0.16	0.16	0.05	0.11	0.11	0.21	0.36	0.36	0.28	0.44	0.44
Sat Flow, veh/h	1810	1455	377	1753	1900	1585	1810	3150	443	1810	3190	412
Grp Volume(v), veh/h	101	0	248	111	161	244	60	525	529	220	444	448
Grp Sat Flow(s),veh/h/ln	1810	0	1832	1753	1900	1585	1810	1791	1803	1810	1791	1811
Q Serve(g_s), s	1.8	0.0	18.4	4.6	11.5	0.0	0.0	37.0	37.0	5.4	26.0	26.0
Cycle Q Clear(g_c), s	1.8	0.0	18.4	4.6	11.5	0.0	0.0	37.0	37.0	5.4	26.0	26.0
Prop In Lane	1.00		0.21	1.00		1.00	1.00		0.25	1.00		0.23
Lane Grp Cap(c), veh/h	238	0	290	138	218	627	539	651	655	602	779	788
V/C Ratio(X)	0.42	0.00	0.85	0.80	0.74	0.39	0.11	0.81	0.81	0.37	0.57	0.57
Avail Cap(c_a), veh/h	238	0	457	184	474	840	539	651	655	602	779	788
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	57.6	0.0	57.3	64.4	59.9	30.4	29.3	40.1	40.1	35.9	29.7	29.7
Incr Delay (d2), s/veh	1.2	0.0	9.1	17.0	4.8	0.4	0.1	10.3	10.3	0.4	3.0	3.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	6.0	0.0	14.2	8.0	9.8	10.0	2.5	24.9	25.0	9.7	17.4	17.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	58.8	0.0	66.4	81.4	64.7	30.8	29.4	50.4	50.4	36.3	32.7	32.7
LnGrp LOS	E	A	E	F	E	C	C	D	D	D	C	C
Approach Vol, veh/h	349			516			1114			1112		
Approach Delay, s/veh	64.2			52.2			49.3			33.4		
Approach LOS	E			D			D			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	34.4	66.0	12.3	27.3	44.4	56.0	18.4	21.2				
Change Period (Y+Rc), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Green Setting (Gmax), s	12.6	60.9	10.6	34.9	22.6	50.9	10.6	34.9				
Max Q Clear Time (g_c+I1), s	2.0	28.0	6.6	20.4	7.4	39.0	3.8	13.5				
Green Ext Time (p_c), s	0.1	6.4	0.1	1.1	0.5	5.2	0.1	1.7				
Intersection Summary												
HCM 6th Ctrl Delay	45.7											
HCM 6th LOS	D											

## **FUTURE (2023) BUILD CAPACITY REPORTS**






















Weekday Morning Peak Hour

Weekday Evening Peak Hour




# HCM 6th Signalized Intersection Summary

## 100: Old Troy Pike & Chambersburg Road

10/20/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	105	60	180	110	160	30	450	110	210	665	45
Future Volume (veh/h)	35	105	60	180	110	160	30	450	110	210	665	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		0.99	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1811	1900	1796	1826	1900	1826	1856	1841	1752	1885	1856	1900
Adj Flow Rate, veh/h	43	130	74	222	136	198	37	556	136	259	821	56
Peak Hour Factor	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81	0.81
Percent Heavy Veh, %	6	0	7	5	0	5	3	4	10	1	3	0
Cap, veh/h	324	157	89	244	193	600	482	873	213	664	1337	91
Arrive On Green	0.15	0.14	0.14	0.11	0.10	0.10	0.20	0.31	0.31	0.29	0.40	0.40
Sat Flow, veh/h	1725	1137	647	1739	1900	1534	1767	2784	678	1795	3348	228
Grp Volume(v), veh/h	43	0	204	222	136	198	37	349	343	259	432	445
Grp Sat Flow(s),veh/h/ln	1725	0	1784	1739	1900	1534	1767	1749	1713	1795	1763	1814
Q Serve(g_s), s	0.0	0.0	15.6	13.5	9.7	0.0	0.0	23.9	24.1	3.4	27.3	27.3
Cycle Q Clear(g_c), s	0.0	0.0	15.6	13.5	9.7	0.0	0.0	23.9	24.1	3.4	27.3	27.3
Prop In Lane	1.00		0.36	1.00		1.00	1.00		0.40	1.00		0.13
Lane Grp Cap(c), veh/h	324	0	246	244	193	600	482	548	537	664	704	724
V/C Ratio(X)	0.13	0.00	0.83	0.91	0.71	0.33	0.08	0.64	0.64	0.39	0.61	0.61
Avail Cap(c_a), veh/h	324	0	432	258	542	882	482	548	537	664	704	724
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	50.3	0.0	58.7	59.7	60.9	30.0	34.4	41.2	41.3	32.5	33.5	33.5
Incr Delay (d2), s/veh	0.2	0.0	7.0	32.1	4.7	0.3	0.1	5.5	5.7	0.4	4.0	3.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.4	0.0	12.0	15.1	8.5	8.3	1.7	16.6	16.4	10.7	18.1	18.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	50.5	0.0	65.7	91.9	65.5	30.3	34.5	46.7	47.0	32.8	37.4	37.3
LnGrp LOS	D	A	E	F	E	C	C	D	D	C	D	D
Approach Vol, veh/h	247		556				729		1136			
Approach Delay, s/veh	63.1		63.5				46.2		36.4			
Approach LOS	E		E				D		D			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	33.6	61.0	20.9	24.4	45.6	49.0	26.1	19.3				
Change Period (Y+Rc), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Green Setting (Gmax), s	12.6	55.9	16.6	33.9	24.6	43.9	10.6	39.9				
Max Q Clear Time (g_c+I1), s	2.0	29.3	15.5	17.6	5.4	26.1	2.0	11.7				
Green Ext Time (p_c), s	0.0	5.9	0.1	1.0	0.7	4.0	0.0	1.4				
Intersection Summary												
HCM 6th Ctrl Delay	47.2											
HCM 6th LOS	D											






Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	20	645	1	1	920
Future Vol, veh/h	1	20	645	1	1	920
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	22	701	1	1	1000

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1204	351	0	0	702
Stage 1	702	-	-	-	-
Stage 2	502	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	177	645	-	-	891
Stage 1	453	-	-	-	-
Stage 2	573	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	176	645	-	-	891
Mov Cap-2 Maneuver	309	-	-	-	-
Stage 1	453	-	-	-	-
Stage 2	571	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.1	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	613	891
HCM Lane V/C Ratio	-	-	0.037	0.001
HCM Control Delay (s)	-	-	11.1	9
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.1	0




Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	15	10	635	10	15	905
Future Vol, veh/h	15	10	635	10	15	905
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	11	690	11	16	984
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1220	351	0	0	701	0
Stage 1	696	-	-	-	-	-
Stage 2	524	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	172	645	-	-	892	-
Stage 1	456	-	-	-	-	-
Stage 2	559	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	165	645	-	-	892	-
Mov Cap-2 Maneuver	300	-	-	-	-	-
Stage 1	456	-	-	-	-	-
Stage 2	537	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	15.1	0		0.1		
HCM LOS	C					
Minor Lane/Major Mvmt		NBT	NBRWBLn1	SBL	SBT	
Capacity (veh/h)		-	- 382	892	-	
HCM Lane V/C Ratio		-	- 0.071	0.018	-	
HCM Control Delay (s)		-	- 15.1	9.1	-	
HCM Lane LOS		-	- C	A	-	
HCM 95th %tile Q(veh)		-	- 0.2	0.1	-	

HCM 6th TWSC  
400: Chambersburg Road & Access C

10/20/2021

Intersection

Int Delay, s/veh 0.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	5	420	430	5	5	20
Future Vol, veh/h	5	420	430	5	5	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	457	467	5	5	22

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	472	0	937
Stage 1	-	-	470
Stage 2	-	-	467
Critical Hdwy	4.13	-	6.63
Critical Hdwy Stg 1	-	-	5.83
Critical Hdwy Stg 2	-	-	5.43
Follow-up Hdwy	2.219	-	3.519
Pot Cap-1 Maneuver	1088	-	278
Stage 1	-	-	596
Stage 2	-	-	630
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1088	-	276
Mov Cap-2 Maneuver	-	-	404
Stage 1	-	-	592
Stage 2	-	-	630
























Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	10.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1088	-	-	-	650
HCM Lane V/C Ratio	0.005	-	-	-	0.042
HCM Control Delay (s)	8.3	0	-	-	10.8
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.1

# HCM 6th Signalized Intersection Summary




## 100: Old Troy Pike & Chambersburg Road

10/20/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	90	180	45	110	150	220	55	870	125	205	745	95
Future Volume (veh/h)	90	180	45	110	150	220	55	870	125	205	745	95
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		0.99	1.00		0.99	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1900	1900	1856	1841	1900	1885	1900	1885	1870	1900	1885	1900
Adj Flow Rate, veh/h	101	202	51	122	167	244	60	946	136	220	801	102
Peak Hour Factor	0.89	0.89	0.89	0.90	0.90	0.90	0.92	0.92	0.92	0.93	0.93	0.93
Percent Heavy Veh, %	0	0	3	4	0	1	0	1	2	0	1	0
Cap, veh/h	245	236	59	145	224	622	524	1142	164	583	1390	177
Arrive On Green	0.10	0.16	0.16	0.05	0.12	0.12	0.20	0.36	0.36	0.27	0.44	0.44
Sat Flow, veh/h	1810	1464	370	1753	1900	1585	1810	3141	451	1810	3195	407
Grp Volume(v), veh/h	101	0	253	122	167	244	60	539	543	220	449	454
Grp Sat Flow(s),veh/h/ln	1810	0	1833	1753	1900	1585	1810	1791	1801	1810	1791	1811
Q Serve(g_s), s	1.7	0.0	18.8	5.5	11.9	0.0	0.0	38.4	38.4	6.1	26.5	26.5
Cycle Q Clear(g_c), s	1.7	0.0	18.8	5.5	11.9	0.0	0.0	38.4	38.4	6.1	26.5	26.5
Prop In Lane	1.00		0.20	1.00		1.00	1.00		0.25	1.00		0.22
Lane Grp Cap(c), veh/h	245	0	295	145	224	622	524	651	655	583	779	788
V/C Ratio(X)	0.41	0.00	0.86	0.84	0.74	0.39	0.11	0.83	0.83	0.38	0.58	0.58
Avail Cap(c_a), veh/h	245	0	457	184	474	830	524	651	655	583	779	788
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	57.1	0.0	57.2	64.1	59.7	30.7	30.2	40.6	40.6	37.1	29.8	29.8
Incr Delay (d2), s/veh	1.1	0.0	9.6	23.0	4.9	0.4	0.1	11.6	11.6	0.4	3.1	3.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(95%),veh/ln	6.0	0.0	14.5	8.9	10.0	10.0	2.6	25.9	26.0	9.9	17.6	17.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	58.2	0.0	66.8	87.2	64.5	31.2	30.3	52.2	52.1	37.5	32.9	32.9
LnGrp LOS	E	A	E	F	E	C	C	D	D	D	C	C
Approach Vol, veh/h	354		533				1142		1123			
Approach Delay, s/veh	64.3		54.4				51.0		33.8			
Approach LOS	E		D				D		C			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	33.5	66.0	12.9	27.6	43.5	56.0	18.9	21.6				
Change Period (Y+Rc), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Green Setting (Gmax), s	12.6	60.9	10.6	34.9	22.6	50.9	10.6	34.9				
Max Q Clear Time (g_c+I1), s	2.0	28.5	7.5	20.8	8.1	40.4	3.7	13.9				
Green Ext Time (p_c), s	0.1	6.5	0.1	1.1	0.5	5.0	0.1	1.7				
Intersection Summary												
HCM 6th Ctrl Delay	47.0											
HCM 6th LOS	D											

HCM 6th TWSC  
200: Old Troy Pike & Access A

10/20/2021

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	10	1170	5	1	1055
Future Vol, veh/h	1	10	1170	5	1	1055
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	11	1272	5	1	1147
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1851	639	0	0	1277	0
Stage 1	1275	-	-	-	-	-
Stage 2	576	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	66	419	-	-	540	-
Stage 1	226	-	-	-	-	-
Stage 2	525	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	66	419	-	-	540	-
Mov Cap-2 Maneuver	168	-	-	-	-	-
Stage 1	226	-	-	-	-	-
Stage 2	522	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	15.1	0		0		
HCM LOS	C					
Minor Lane/Major Mvmt		NBT	NBRWBLn1	SBL	SBT	
Capacity (veh/h)		-	-	369	540	-
HCM Lane V/C Ratio		-	-	0.032	0.002	-
HCM Control Delay (s)		-	-	15.1	11.7	0
HCM Lane LOS		-	-	C	B	A
HCM 95th %tile Q(veh)		-	-	0.1	0	-






Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		W		W	W
Traffic Vol, veh/h	15	20	1155	25	25	1030
Future Vol, veh/h	15	20	1155	25	25	1030
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	22	1255	27	27	1120
Major/Minor	Minor1	Major1		Major2		
Conflicting Flow All	1883	641	0	0	1282	0
Stage 1	1269	-	-	-	-	-
Stage 2	614	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	63	417	-	-	537	-
Stage 1	228	-	-	-	-	-
Stage 2	502	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	55	417	-	-	537	-
Mov Cap-2 Maneuver	159	-	-	-	-	-
Stage 1	228	-	-	-	-	-
Stage 2	435	-	-	-	-	-
Approach	WB	NB		SB		
HCM Control Delay, s	22.3	0		0.3		
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1		SBL	SBT	
Capacity (veh/h)	-	246		537	-	
HCM Lane V/C Ratio	-	0.155		0.051	-	
HCM Control Delay (s)	-	22.3		12.1	-	
HCM Lane LOS	-	C		B	-	
HCM 95th %tile Q(veh)	-	0.5		0.2	-	

HCM 6th TWSC  
400: Chambersburg Road & Access C

10/20/2021

Intersection

Int Delay, s/veh 0.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	500	465	5	5	15
Future Vol, veh/h	10	500	465	5	5	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	100	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	543	505	5	5	16

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	510	0	0 1073 255
Stage 1	-	-	- 508 -
Stage 2	-	-	- 565 -
Critical Hdwy	4.13	-	- 6.63 6.93
Critical Hdwy Stg 1	-	-	- 5.83 -
Critical Hdwy Stg 2	-	-	- 5.43 -
Follow-up Hdwy	2.219	-	- 3.519 3.319
Pot Cap-1 Maneuver	1053	-	- 229 745
Stage 1	-	-	- 570 -
Stage 2	-	-	- 568 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1053	-	- 226 745
Mov Cap-2 Maneuver	-	-	- 361 -
Stage 1	-	-	- 561 -
Stage 2	-	-	- 568 -

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	11.3
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1053	-	-	-	589
HCM Lane V/C Ratio	0.01	-	-	-	0.037
HCM Control Delay (s)	8.5	0	-	-	11.3
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.1

## **FUTURE (2023) BUILD QUEUEING REPORTS FROM SIMTRAFFIC**

Weekday Morning Peak Hour

Weekday Evening Peak Hour

Intersection: 100: Old Troy Pike & Chambersburg Road

Movement	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	T	R	L	T	TR	L	T	TR
Maximum Queue (ft)	153	279	266	270	112	135	291	266	221	278	244
Average Queue (ft)	42	129	152	103	50	27	136	103	112	122	110
95th Queue (ft)	110	235	244	204	88	87	246	216	202	228	212
Link Distance (ft)		599		320	320		651	651		373	373
Upstream Blk Time (%)				0						0	
Queuing Penalty (veh)				0						0	
Storage Bay Dist (ft)	60		200			120			130		
Storage Blk Time (%)	4	36	6	1		0	13		9	6	
Queuing Penalty (veh)	6	13	8	1		0	4		33	13	

Intersection: 200: Old Troy Pike & Access A

Movement	WB	SB
Directions Served	LR	LT
Maximum Queue (ft)	37	16
Average Queue (ft)	16	1
95th Queue (ft)	41	10
Link Distance (ft)	171	466
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 300: Old Troy Pike & Access B

Movement	WB	SB	SB
Directions Served	LR	LT	T
Maximum Queue (ft)	48	100	25
Average Queue (ft)	19	12	1
95th Queue (ft)	45	57	19
Link Distance (ft)	175	336	336
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

## Intersection: 400: Chambersburg Road & Access C

Movement	EB	WB	SB
Directions Served	LT	T	LR
Maximum Queue (ft)	23	6	35
Average Queue (ft)	1	0	17
95th Queue (ft)	15	6	42
Link Distance (ft)	320	1276	149
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

## Network Summary

Network wide Queuing Penalty: 80



Intersection: 100: Old Troy Pike & Chambersburg Road

Movement	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	TR	L	T	R	L	T	TR	L	T	TR
Maximum Queue (ft)	160	401	206	252	160	219	468	435	229	318	287
Average Queue (ft)	90	194	100	126	72	68	271	244	147	167	153
95th Queue (ft)	177	334	180	218	132	184	417	384	240	283	258
Link Distance (ft)		599		320	320		651	651		373	373
Upstream Blk Time (%)										0	0
Queuing Penalty (veh)										0	0
Storage Bay Dist (ft)	60		200			120			130		
Storage Blk Time (%)	16	50	2	2		0	34		20	11	
Queuing Penalty (veh)	38	46	3	2		1	19		76	23	

Intersection: 200: Old Troy Pike & Access A

Movement	WB	SB	SB
Directions Served	LR	LT	T
Maximum Queue (ft)	32	34	19
Average Queue (ft)	10	1	1
95th Queue (ft)	34	22	19
Link Distance (ft)	171	466	466
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 300: Old Troy Pike & Access B

Movement	WB	NB	NB	SB	SB
Directions Served	LR	T	TR	LT	T
Maximum Queue (ft)	92	5	4	250	177
Average Queue (ft)	30	0	0	48	20
95th Queue (ft)	70	5	3	171	108
Link Distance (ft)	175	373	373	336	336
Upstream Blk Time (%)				0	
Queuing Penalty (veh)				0	
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

## Intersection: 400: Chambersburg Road & Access C

Movement	EB	SB
Directions Served	LT	LR
Maximum Queue (ft)	64	39
Average Queue (ft)	6	16
95th Queue (ft)	33	41
Link Distance (ft)	320	149
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

## Network Summary

Network wide Queuing Penalty: 209
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# Huber Heights Fire Division

**Inspections require two business days advance notice! (OAC)1301:7-7-09(A)(5)**

Occupancy Name:	Union at Chambersburg – Planning Commission		
Occupancy Address:	Old Troy Pike and Chambersburg Road		
Type of Permit:	HHP&D Site Plan		
Additional Permits:	Choose an item.		
Additional Permits:	Choose an item.		
MCBR BLD:	Not Yet Assigned	HH P&D:	
MCBR MEC:		HHFD Plan:	21-215
MCBR ELE:		HHFD Box:	2
REVIEWER:	Susong	DATE:	10/22/2021

## **Fire Department Comments:**

*The Huber Heights City Code Part 15 Refers to Fire Code Requirements and has adopted by reference OFC and IFC Appendices*

**These comments are based only on the proposed site work, fire department access and basic fire protection concept at this time. The proposed development will need to meet the requirements of the Ohio Fire Code 2017, Ohio Building Code 2017, and the Huber Heights Codified Ordinance. Based on the drawings provided the following requirements need to be met.**

- Please review requirements for fire service features in Ohio Fire Code (OFC), Rule 5.
- Fire apparatus access roads will need to comply with OFC 503 as well as the adopted appendices from the OFC (2017) and the Huber Heights Codified Ordinance (HHCO) Section 15.
- Additional access is required to the residential portion of project. Refer to OFC 503.1.2 and Appendix D106.1. **Corrected. Proposed drawing C3.0, dated 10/1/2021, shows access entries on Chambersburg Road and Old Troy Pike.**
- Buildings where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, shall be provided with approved aerial fire apparatus access roads. OFC Appendix D105.1. Refer to D105.2, D105.3 and D105.4 for additional requirements. **Aerial access for buildings 1,4 and 5 meets the requirements of D105 due to no parking along back sides. Aerial access for buildings 2,3 and 6 slightly exceeds the maximum**

**30 feet but will be accepted based on buildings being equipped with fire sprinklers systems. If buildings will not be sprinklered access will need to be adjusted.**

- Multi family residential developments with more than 200 dwelling units shall have two separate and approved fire access roads regardless of whether they are equipped with an approved automatic sprinkler system. OFC Appendix D106.2. **Proposed drawing C3.0, dated 10/1/2021, shows access entries on Chambersburg Road and Old Troy Pike.**
- The minimum drive width shall be 26 feet with fire hydrants. OFC Appendix D103.1. **Proposed drawing C3.0, dated 10/1/2021, shows roads to be 26 feet in width.**
- The turning radius for fire department access roads shall meet requirements for Huber Heights Fire Division (HHFD) vehicles. Contact HHFD to obtain information. OFC 503.2.4 and Appendix D103.3. **Turn radius shown on proposed drawing C3.0, dated 10/1/2021 appears to comply.**
- Fire department access roads shall not have dead ends over 150 feet without an approved turnaround. OFC 503.2.5 and Appendix D103.4. **Dead ends over 150 feet have been removed as shown on proposed drawing C3.0, dated 10/1/2021.**
- The water supply for fire protection shall meet the requirements of OFC 507 and Appendix B. Calculations and findings will need to be determined and provided. Water Main and hydrant extension sizes and spacing will also need to be shown in detail. Fire flow requirements shall be determined in accordance with Ohio Fire Code, Appendix B, Fire Flow Requirements for Buildings. Once the fire flow has been determined the minimum number of required fire hydrants can be confirmed. (Building Construction Classification and Square Footage will need to be determined first). **Fire flows have not been provided with this submittal and shall be determined before installation of underground mains.**
- Fire hydrant spacing shall also meet the requirements of HHCO 1521. **Hydrant spacing exceeds 300 feet, as required in accordance with HHCO 1521.06(c), in areas as shown on proposed drawing C6.0, dated 10/1/2021.**
- Buildings provided with fire sprinkler systems will need to have a fire department connection located within 75 feet of a fire hydrant in accordance with Huber Heights Codified Ordinance 1521.01(e). The connection shall be a 4" Storz fitting with a 30-degree turn-down. **Engineer/Architect shall determine if buildings will be required to be sprinklered.**

Please reference contact information below for questions or concerns with this document.

Plans reviewed by the Huber Heights Fire Division are reviewed with the intent they comply in **ALL** respects to this code, as prescribed in **SECTION (D) 104.1 of the 2017 Ohio Fire Code**. Any omissions or errors on the plans or in this review do not relieve the applicant of complying with **ALL** applicable requirements of this code. These plans have been reviewed for compliance with the Ohio Fire Code adopted by this jurisdiction. There may be other regulations applicable under local, state, or federal statutes and codes, which this department has no authority to enforce and therefore have not been evaluated as part of this plan review.

# Memorandum

Staff Report for Meeting of October 26, 2021

To: Huber Heights City Planning Commission  
From: Scott P. Falkowski, Assistant City Manager  
Date: October 15, 2021  
Subject: ZC 21-34 Basic Development Plan 6502 Old Troy Pike

Application dated October 4, 2021

Department of Planning and Development

City of Huber Heights

**APPLICANT/OWNER:** The Annex Group – Applicant  
Charles Annarino/Owner

**DEVELOPMENT NAME:** Union at Chambersburg

**ADDRESS/LOCATION:** 6502 Old Troy Pike

**ZONING/ACREAGE:** R-4 / 20

**EXISTING LAND USE:** Office and vacant

**ZONING  
ADJACENT LAND:** A, O-1, R-6, PP

**REQUEST:** The applicant requests approval for a Basic Development Plan for 20 acres for 216 multi-family units in a Planned Residential Development.

**ORIGINAL APPROVAL:**

**APPLICABLE HHCC:**

**CORRESPONDENCE:** In Favor – None Received  
In Opposition – None Received

**ATTACHMENTS:**



## **OVERVIEW:**

The applicant requests approval of a rezoning to Planned Residential and a Basic Development Plan for 20.0 acres at the northeast corner of Old Troy Pike and Chambersburg Road.

## **STAFF ANALYSIS AND RECOMMENDATION:**

The applicant is looking to develop 20 acres at the northeast corner of Old Troy Pike and Chambersburg Road. The current request is to rezone to PR Planned Residential for construction of 216 multi family units.

The request is for the following:

The City's Comprehensive Plan calls for this area to be Commercial Business.

Sanitary and water will connect into the City's public main system and is located on Old Troy Pike and Chambersburg Road. Drainage will be handled through a public storm sewer system including detention basins, following the City's Code for storm water drainage. Chambersburg Road shall be improved to a forty-five (45) foot half right-of-way section per our City's Thoroughfare Plan, including curbs and sidewalks. Two access points are proposed, one on Old Troy Pike and one on Chambersburg Road. The parking code for Multi-family residential is two spaces per dwelling unit. 322 parking spaces are proposed with 14 of those being ADA accessible.

Six buildings are proposed with 36 units in each building. The buildings are all three stories in height. The buildings are proposed to be all siding. Staff recommends that there be a minimum of 25% brick or stone.

The Zoning Code is as follows:

### CHAPTER 1172 - (PR) PLANNED RESIDENTIAL DISTRICT<sup>[42]</sup>

#### 1172.01 - Principal permitted uses.

The following principal uses are permitted, provided that they are approved as provided for in this chapter:

- (a) All residential uses permitted in all other chapters of the Zoning Ordinance such as: one family dwellings, two family dwellings, multiple family dwellings, including garden apartments, row houses, quadraminiums and condominiums;
- (b) Churches and other places of worship;
- (c) Colleges, primary and secondary schools under School Board or Parochial supervision, and public libraries;
- (d) Public recreation buildings, parks, playgrounds and athletic fields under School Board, Parochial, other governmental supervision or "homeowners association" supervision; and
- (e) Uses designed solely to serve in a complimentary way the needs of this District above.

#### 1172.02 - Accessory uses.

The following accessory uses are permitted:

- (a) Uses customarily incidental to all permitted uses; and
- (b) Temporary structures and uses required during construction in this District.

#### 1172.03 - Development standards.

Except when specifically modified herein, the provisions of Chapter 1181, "General Provisions", shall govern. In addition, the following development standards apply:

##### (a) *Minimum "PR" Land Area Requirement.*

- (1) A minimum of one acre shall be required.

##### (b) *Dwelling Unit Density—Five Dwelling Units.*

- (1) The average dwelling unit density for the entire district shall not exceed five dwelling units (DU) per acre.
- (2) Minimum area standards such as individual lot size, frontage, setbacks, side and rear yards shall be those prescribed in the City approved detailed final development plans, except that:
  - A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

##### (c) *Dwelling Unit Density—Eight Dwelling Units.*

- (1) Dwelling unit density for the entire district shall not exceed eight dwelling units per acre of land on which dwellings are constructed. For example, if the entire district is three acres but dwellings are constructed on two acres only, dwelling unit density for the entire district shall not exceed 16 dwellings.
- (2) Minimum area standards such as individual lot size, frontage, setbacks, side, and rear yards shall be those prescribed in the City approved detailed final development plans, except that:
  - A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.

##### (d) *Dwelling Unit Density—Twelve Dwelling Units.*

- (1) Dwelling unit density for the entire district shall not exceed 12 dwelling units per acre of land on which dwellings are constructed. For example, if the entire district is three acres but dwellings are constructed on two acres only, dwelling unit density for the entire district shall not exceed 24 dwellings.
- (2) Minimum area standards such as individual lot size, frontage, setbacks, side and rear yards shall be those prescribed in the City approved detailed final development plans, except that:
  - A. Lots for detached single family dwellings shall meet each of the standards set forth in Section 1147.04.
- (e) *Character of Neighborhood.* Use of the Planned Residential Zoning District for developments with a proposed dwelling unit density greater than five dwelling units per acre shall be considered only when the district is bounded at least on one side by R-5, R-6, R-7, O-1, B, I, or Planned Development Districts.

#### 1172.04 - Parking and loading.

- (a) The provisions of Chapter 1185, "Parking and Loading", shall apply, except that at least two permanently maintained parking spaces shall be provided for each family unit, except for detached single family dwellings.
- (b) Required parking spaces shall not be part of public thoroughfares, private roads leading to and serving the sites of the various uses in this district.

#### 1172.05 - Utilities.

The distribution systems for utilities are required to be underground.

#### 1171.05 - *Contents of basic development plan.*

- (a) *The basic development plan shall consist of at least the following information together with such other data and materials as may be required by the City:*
  - (1) *Site plan showing the actual shape and dimensions of the lot to be built upon or to be changed in its use together with the location of the existing and proposed structures with approximate square footages, number of stories including heights of structures;*
  - (2) *Typical elevation views of the front and side of each type of building;*
  - (3) *Planning location and dimensions of all proposed drives, service access road, sidewalks, and curb openings;*
  - (4) *Parking lot areas (show dimensions of a typical parking space), unloading areas, fire lanes and handicapped parking;*
  - (5) *Landscaping plan, walls and fences;*
  - (6) *Storm water detention and surface drainage;*
  - (7) *Exterior lighting plan;*
  - (8) *Vehicular circulation pattern;*

- (9) *Location and square footage of signs;*
  - (10) *Topographic survey; and*
  - (11) *Listing of proposed uses taken from the list of permitted and special uses of the PUD zoning district to which rezoning is being sought.*
- (b) *The Planning Commission shall schedule both the proposed rezoning and the issue of approval of the basic development plan for a combined public hearing, following which it shall make its recommendation indicating approval, approval with modification or disapproval.*

(Ord. 2006-O-1655, Passed 9-25-05)

*1171.06 - General standards for approval.*

*The Planning Commission shall review the application, prepared development plan and the facts presented at the hearing. The applicant shall have the burden of proof. No approval shall be given unless the Commission shall find by a preponderance of the evidence that such PUD on the proposed locations:*

- (a) *Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;*
- (b) *Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;*
- (c) *Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;*
- (d) *Shall not impose an undue burden on public services such as utilities, fire and police protection, and schools;*
- (e) *Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;*
- (f) *Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the existing intended uses, and any part of a PUD not used for structures, parking and loading areas, or accessways;*
- (g) *Shall preserve natural features such as water courses, trees, and rock outcrops, to the degree possible, so that they can enhance the overall design of the PUD;*
- (h) *Is designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services;*

- (i) *Shall place underground all electric and telephone facilities, street light wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;*
- (j) *Shall not create excessive additional requirements at public cost of public facilities and services and shall not be detrimental to the economic welfare of the community;*
- (k) *Shall not involve uses, activities, processes, materials, equipment, and conditions of operation that shall be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors; and*
- (l) *Rezoning of the land to the PUD District and approval of the development plan shall not adversely affect the public peace, health, morals, safety or welfare.*

*(Ord. 93-O-602, Passed 3-22-93)*

#### *1171.07 - Review and recommendations by planning commission.*

*The Planning Commission shall review the proposed PUD as presented in the application and basic development plan in terms of the standards in Section 1171.06 and the specific requirements as outlined in all Planned Unit Developments. The Commission shall hold a public hearing on the proposed PUD. At least ten days in advance of such hearing, notice of time and place of such hearing shall be published in a newspaper of general circulation in the City. Written notice of such hearing shall be mailed at least ten days before the public hearing to the owners of property located within 200 feet of the property proposed for the PUD. The Planning Commission shall make its recommendation, indicating approval, approval with modifications, or disapproval. If the Commission recommends approving rezoning of land to a PUD District and also approves a basic development plan for the area to be rezoned, it may impose upon that plan any additional requirements or conditions deemed appropriate by the Commission to ensure that the development shall meet the standards described in Section 1171.06 and shall comply with the intention and objectives of this Zoning Ordinance.*

*If the owner chooses to submit a combined development plan, the Planning Commission shall review the aspects of it constituting the basic development plan pursuant to the standards set out in Section 1171.06. The detailed development plan aspects shall be reviewed in the same manner as provided herein for review of detailed development plans.*

*(Ord. 93-O-602, Passed 3-22-93)*



*1171.08 - Action by council.*

*Council shall hold a public hearing for application for rezoning and approval of the basic development plan (or combined development plan) after receiving the proposal from the Planning Commission. At least 15 days' notice of the time and place of such public hearing shall be placed in a newspaper of general circulation in the City. Written notice of such hearing shall be mailed at least ten days before the public hearing to the owners of property located within 200 feet of the property proposed for the PUD. Council shall approve, reject or approve with modifications the rezoning and basic development plan in the same manner as other rezoning requests. If the applicant has chosen to submit a combined development plan, Council shall review the aspects of it constituting the basic development plan pursuant to the standards set out in Section 1171.06. If Council approves the basic development plan aspects of a combined development plan, the detailed development plan shall be deemed to be approved and no further action shall be required for the area covered by the combined development plan. If the basic development plan aspects of a combined development plan are modified, the combined development plan shall be changed in all aspects to meet that modification. The City staff in charge of plan review shall determine when the basic development plan or combined plan meets the modification required by Council.*

*(Ord. 93-O-602, Passed 3-22-93)*

*1171.11 - Changes in the basic and detailed development plans.*

*A PUD shall be developed only according to the approved and recorded detailed development plan and supporting data together with all recorded amendments and shall be binding on the applicants, their successors, grantees and assigns and shall limit and control the use of premises (including the internal use of buildings and structures) and location of structures in the PUD as set forth therein.*

- (a) Major Changes. Changes which alter the concept, uses or intent of the PUD including increases in the number of units per acre, change in location or amount of nonresidential land uses, more than 15 percent modification in proportion of housing types, significant redesign of roadways, utilities or drainage, may be approved only by submission of a new basic plan and supporting data in accordance with Sections 1171.03, 1171.04 and 1171.05.*
- (b) Minor Changes. The Zoning Officer recommends to the Planning Commission approval or disapproval of the minor changes in the PUD. Minor changes are defined as any change not defined as a major change.*

*(Ord. 89-O-339, Passed 2-6-89)*



## **Planning Commission Decision Record**

WHEREAS, on September 24, 2021, the applicant, The Annex Group, requested approval of a Basic Development Plan for property located at 6502 Old Troy Pike, Parcel Number P70-04004-0003 of the Montgomery County, Ohio Records (ZC 21-34); and

WHEREAS, on October 26, 2021, the Planning Commission did meet and fully discuss the details of the request.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby recommended approval of the request.

Ms. Vargo moved to recommend approval of the request by the applicant, The Annex Group for a Basic Development Plan for property located at 6502 Old Troy Pike, Parcel Number P70-04004-0003 of the Montgomery County, Ohio Records (ZC 21-34) in accordance with the recommendation of Staff's Memorandum dated October 15, 2021 with the following conditions:

1. The Basic Development Plan shall be the plans stamped received by the City of Huber Heights Planning Department on September 24, 2021.
2. A minimum of 25% of the surface area of the buildings shall be finished with brick or stone masonry products.
3. Chambersburg Road will be improved to a forty-five (45) foot half right-of-way section per our City's Thoroughfare Plan.
4. Prior to the issuance of a zoning permit, the applicant shall submit and receive approval of a Detailed Development Plan through the Planning Commission.
5. Applicant shall implement any recommendations from the Traffic Impact Study dated October, 2021.

ZC 21-34 – Decision Record

Seconded by Mr. Jeffries. Roll call showed: YEAS: Ms. Opp, Ms. Thomas, Mr. Jeffries, Ms. Vargo, and Mr. Walton. NAYS: None. Motion to recommend approval carried 5-0.

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Terry Walton, Chair  
Planning Commission

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Date

Planning Commission Meeting  
October 26, 2021

being the 70-foot lots and 185 being the 51-foot lots. The seventy foot lots are all located at the exterior of the development. The proposal calls for 101.58 acres of open space, or 59.4% of the development. Staff recommends that a minimum of 25% of the surface area of the front façade shall be finished with brick or stone masonry products.

Ms. Vargo asked about 5 ft side setbacks, Mr. Falkowski said yes.

Mr. Jeffries asked about buffering, Mr. Falkowski said development agreement through the City. City to have park land.

Ryan Reed, DDC Management said area donated to the City, public park. Ms. Vargo asked how many phases, Ryan responded 4 phases, mixture in all phases.

Ms. Byrge asked any street lighting and Mr. Falkowski said standard AES lights or individual.

Mr. Hart asked HOA and average price. Ryan Reed said market mid 200s lower 300s and Mr. Falkowski said yes to HOA.

**Action**

Ms. Thomas moved to approve the request by the applicant, DDC MANAGEMENT, for approval of a Basic Development Plan for 172.5 acres property located at Chambersburg Road, Parcel Numbers P70-04048-0006 and P70-04008-0004, Villages of Westport, of the Montgomery County Ohio records (ZC 21-35) in accordance with the recommendation of Staff's Memorandum dated October 15, 2021, and the Planning Commission Decision Record attached hereto.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Ms. Opp, Ms. Vargo, Ms. Thomas, Mr. Jeffries, and Mr. Walton. NAYS: None. Motion to approve carried 5-0.

**6. BASIC DEVELOPMENT PLAN - The applicant, THE ANNEX GROUP, is requesting approval of a Basic Development Plan for 20 acres for property located at 6502 Old Troy Pike for 216 multi-family units in a Planned Residential Development (ZC 21-34).**

Mr. Falkowski stated the applicant requests approval of a rezoning to Planned Residential and a Basic Development Plan for 20.0 acres at the northeast corner of Old Troy Pike and Chambersburg Road.

The applicant is looking to develop 20 acres at the northeast corner of Old Troy Pike and Chambersburg Road. The current request is to rezone to PR Planned Residential for construction of 216 multi-family units.

The City's Comprehensive Plan calls for this area to be Commercial Business.

Sanitary and water will connect into the City's public main system and is located on Old Troy Pike and Chambersburg Road. Drainage will be handled through a

Planning Commission Meeting  
October 26, 2021

public storm sewer system including detention basins, following the City's Code for storm water drainage. Chambersburg Road shall be improved to a forty-five (45) foot half right-of-way section per our City's Thoroughfare Plan, including curbs and sidewalks. Two access points are proposed, one on Old Troy Pike and one on Chambersburg Road. The parking code for Multi-family residential is two spaces per dwelling unit. 322 parking spaces are proposed with 14 of those being ADA accessible.

Six buildings are proposed with 36 units in each building. The buildings are all three stories in height. The buildings are proposed to be all siding. Staff recommends that there be a minimum of 25% brick or stone.

Mr. Falkowski said Traffic Impact Study came in over the weekend and did not make it into the packets. One recommendation is the southern access point be a right in right out access point.

Ms. Opp asked about right in right out and parking spaces and Mr. Falkowski said room to add more further away.

Ms. Thomas asked what will divide from the bank. Mr. Falkowski said detention basin and drive.

When it comes back for a Detailed Plan, they will have a landscaping plan as well.

Mr. Jeffries parking will be 10-ft-wide, and Mr. Falkowski said yes.

Tyler Knox said 65 1 bedroom, 106 2 bedroom, and 45 3 bedroom. 1.5 parking ratio – we can look into more parking spaces.

Ms. Byrge asked about handicap and Mr. Falkowski stated 10 ft wide with stripped area. Also asked about elevators and they do not.

Mr. Hart asked normal space size will be narrower and Mr. Falkowski said no 10 ft wide spaces.

Mr. Jeffries hesitant to vote without seeing the traffic impact study. Mr. Falkowski could add condition to Decision Record that they follow any recommendation from the Traffic Impact Study.

### **Action**

Ms. Vargo moved to approve the request by the applicant, THE ANNEX GROUP, for approval of a Basic Development Plan for 20 acres for property located at 6502 Old Troy Pike, Parcel Number P70-04004-0003 of the Montgomery County Ohio records (ZC 21-34) in accordance with the recommendation of Staff's Memorandum dated October 15, 2021, and the Planning Commission Decision Record as amended.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Ms. Opp, Ms. Vargo, Ms. Thomas, Mr. Jeffries, and Mr. Walton. NAYS: None. Motion to approve carried 5-0.



CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2021-O-

TO APPROVE A REZONING TO PLANNED RESIDENTIAL AND A BASIC DEVELOPMENT PLAN FOR THE PROPERTY LOCATED AT 6502 OLD TROY PIKE AND FURTHER IDENTIFIED AS PARCEL NUMBER P70 04004 0003 ON THE MONTGOMERY COUNTY AUDITOR'S TAX MAP AND ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION (ZONING CASE 21-34).

WHEREAS, the citizens of Huber Heights require the efficient and orderly planning of land uses within the City; and

WHEREAS, the City Planning Commission has reviewed Zoning Case 21-34 and on October 26, 2021, recommended approval by a vote of 5-0 of the Rezoning to Planned Residential and a Basic Development Plan; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Rezoning to Planned Residential and a Basic Development Plan (Zoning Case 21-34) is hereby approved in accordance with the Planning Commission's recommendation and following conditions:

1. The Basic Development Plan shall be the plans stamped received by the City of Huber Heights Planning Department on September 24, 2021.
2. A minimum of 25% of the surface area of the buildings shall be finished with brick or stone masonry products.
3. Chambersburg Road will be improved to a forty-five (45) foot half right-of-way section per our City's Thoroughfare Plan.
4. Prior to the issuance of a zoning permit, the applicant shall submit and receive approval of a Detailed Development Plan through the Planning Commission.
5. Applicant shall implement any recommendation from the Traffic Impact Study dated October 2021.
6. Prior to the issuance of a zoning permit, the applicant shall enter into a PUD Agreement with the City for the purpose, but not the sole purpose, of establishing the development obligations of the applicant and requiring the submittal of a performance bond, cash bond, or letter of credit to insure the installation of landscaping as approved. The bond or letter of credit shall be in an amount equal to the applicant's estimate of the cost of installation as approved by the Planning Department and shall remain in effect until such time as the landscaping has been completed as determined by the Planning Department. Upon completion of the installation of landscaping as required by the approved landscape plan, the applicant may request release of the performance bond or letter of credit. Following an inspection by the Planning Department and upon determination by the department that the landscaping has been completed in accordance with the approved landscaping plan, 80% of the performance bond or letter of credit may be released. However, the performance bond or letter of credit will not be released until a maintenance bond lasting three growing seasons, or letter of credit equal to 20% of the initial performance bond or letter of credit to ensure maintenance of the landscaping, is submitted to and accepted by the Planning Department. The term of the maintenance bond shall be three growing seasons.

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 \_\_\_\_\_ 2021;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-8161

**New Business    A.**  
**City Manager**

**City Council Meeting**

**Meeting Date:** 01/24/2022

Bottled Water Collection, Storage and Distribution - Public Purpose

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session    **Date(s) of Committee Review:** 01/04/2022 and 01/18/2022

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

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

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**Agenda Item Description or Legislation Title**

A Resolution Declaring The Purchase Of Potable Water As A Valid Public Purpose And Authorizing The Purchase And Distribution Thereof On An As Needed Basis.  
(first reading)

**Purpose and Background**

This legislation is for the City Council to determine that it is a valid public purpose and in the best interest of the public health safety and welfare to expend public funds for the purchase of potable water for free distribution to residents adversely affected by a water main break within the City of Huber Heights from time to time.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2022-R-

DECLARING THE PURCHASE OF POTABLE WATER AS A VALID PUBLIC PURPOSE AND AUTHORIZING THE PURCHASE AND DISTRIBUTION THEREOF ON AN AS NEEDED BASIS.

WHEREAS, the Constitution of the State of Ohio, in Article XVIII, Section 3, grants municipalities the authority to exercise all powers of local self-government and to enforce local police, sanitary, and other similar regulations as are not in conflict with the general laws; and

WHEREAS the City is concerned with water main breaks and the provision of potable water to affected residents while mains are being serviced; and

WHEREAS, the City Council has substantial, legitimate interests in helping protect the health, safety and welfare of its citizens, and

WHEREAS, the City Council has determined that the expenditure of public funds for the provision of potable water to those in need during a time period when the City has shut off water or required a boil advisory is a valid public purpose serving the general health safety and welfare of the citizens of Huber Heights; and

WHEREAS, the financial contributions for the potable water will be paid by the City from non-tax revenue; and

WHEREAS, City Staff will, from time to time, purchase and cause to be maintained a supply of potable water for distribution on an as needed basis.

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

Section 1. City Council hereby determines that it is a valid public purpose and in the best interest of the public health safety and welfare to expend public funds for the purchase of potable water for free distribution to residents adversely affected by a water main break within the City of Huber Heights from time to time.

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 \_\_\_\_\_, 2022;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-8158

**New Business    B.**  
**City Manager**

**City Council Meeting**

**Meeting Date:** 01/24/2022

Jonetta Street Sanitary Sewer Project

**Submitted By:** Hanane Eisentraut

**Department:** Engineering **Division:** Engineering

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 01/18/2022

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

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

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**Agenda Item Description or Legislation Title**

A Resolution Creating A Special Jonetta Street Sewer Tap-In District For The Provision Of Sanitary Sewer To Certain Residential Properties.  
(first reading)

**Purpose and Background**

This legislation is to create the Jonetta Street Tap In District and establish the policies associated therewith.

---

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2022-R-

CREATING A SPECIAL JONETTA STREET SEWER TAP-IN DISTRICT FOR THE  
PROVISION OF SANITARY SEWER TO CERTAIN RESIDENTIAL PROPERTIES.

WHEREAS, certain properties at the end of Jonetta Street in Huber Heights connect their sanitary service through private laterals to a private pump station which is failing and costly to repair; once the pump station fails, the properties will be unserved for sanitary sewer creating a health, welfare and safety issue; and

WHEREAS, the private arrangement for the failing pump station is vague and not recorded in the public records with Montgomery County and the City does not believe a publicly owned pump station is practical; and

WHEREAS, Council desires to create a special "tap-in" district known as the Jonetta Street Sewer Tap-In District be established and establish the policies for the special tap-in district at the time the district is created; and

WHEREAS, the total of all combined assessment within a period of twenty (20) years for the affected Property Owners will not be in excess of 33 1/3% of the actual value of such property.

WHEREAS, City Council finds that the creation of the proposed tap-in district and the policies associated therewith, protect the health, safety, and welfare of the citizens of Huber Heights.

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

Section 1. Council hereby creates a special tap-in district to be known as the Jonetta Street Sewer Tap-In District which shall consist of the following properties within the City of Huber Heights:

P70 00817 0008  
6883 Jonetta Street  
Michael Carter and Michele L. McGhee

P70 00817 0007  
6879 Jonetta Street  
R. Matthew and Theresa L Ruchti

P70 00817 0006  
6876 Jonetta Street  
Timothy Bradford Likens

(the Properties). Said Properties are located at the end of the cul-de-sac on Jonetta Street in Huber Heights.

Section 2. Council has determined that the total cost to abandon in place the existing pump station on Jonetta Street and extend the sanitary sewer south to an existing manhole on Brandonview Court through a contract with Durst Brothers Excavating as approved in Resolution No. 2021-R-7066 is in the best interest of the City.

Section 3. Council has determined that the following policies shall apply to the Jonetta Street Sewer Tap-In District.

- a) The cost to be assessed to each of the three listed property owners for the Jonetta Street Sewer Tap-In District is estimated to be \$24,141.74 with the City paying the remaining amount for the sanitary sewer connection.

- b) The cost to each of said property owners shall be paid in full or assessed upon completion of the sanitary sewer connection. In the case of an assessment the owners and their successors agree to assume the annual assessment for the water main installation and having the payment applied directly to their property tax bills for twenty-year period including all City and County administrative and collection costs.
- c) The City will fund and prepare plans to extend public sanitary sewer service within six (6) months of the establishment of the District.
- d) The City shall determine the final alignment and location of all requested utility extensions. The City shall not be obligated to replace landscaping, irrigation systems, or any other privately owned obstructions within the existing right-of-way or utility easement at the time of the construction; the City shall not be obligated to compensate property owners for the removal of such obstructions.
- e) If at the time of awarding the contract for installing the new sanitary sewer connection the cost is higher than \$100,000.00 the City reserves the right to terminate the special tap-in district.
- f) Property owners shall be responsible for any pipes, labor and appurtenances that may be necessary to properly connect its dwelling unit to the public sanitary sewer system and any modifications to existing interior plumbing necessary to connect to the public utility lines. All connections to the public systems must be made in accordance with the City Code.

Section 4. City Council reserves the right, without setting precedence, to extend public utility services for the public health, safety and welfare of residents or the community at large by the means it deems necessary. Nothing in the creation of this Special Tap-In District shall be deemed to abridge the authority and powers granted by law to the City and/or its City Council.

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

Section 6. 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 \_\_\_\_\_, 2022;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-8159

**New Business C.**  
**City Manager**

**City Council Meeting**

**Meeting Date:** 01/24/2022

ODOT - Preliminary Consent Legislation - State Route 202 Resurfacing

**Submitted By:** Hanane Eisentraut

**Department:** Engineering **Division:** Engineering

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 01/18/2022

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

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

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**Agenda Item Description or Legislation Title**

A Resolution Consenting To The Ohio Director Of Transportation To Resurface State Route 202 From Fishburg Road To The South Corporation Limit.  
(first reading)

**Purpose and Background**

ODOT requests to obtain consent legislation from the City to initiate the project programming for the resurfacing of State Route 202 from Fishburg Road to the south City corporation limit. ODOT will manage and supervise the project. This project will be constructed in 2022.

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**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

---

**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2022-R-

CONSENTING TO THE OHIO DIRECTOR OF TRANSPORTATION TO RESURFACE STATE ROUTE 202 FROM FISHBURG ROAD TO THE SOUTH CORPORATION LIMIT.

WHEREAS, the State of Ohio has identified the need for the described project:

Resurface State Route 202 from SLM 04.37 (south corporation limits) to SLM 05.40 (Fishburg Road) in the City of Huber Heights.

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

Section 1. Being in the public interest, the City gives consent to the Ohio Director of Transportation to complete the above-described project.

Section 2. The City shall cooperate with the Ohio Director of Transportation in the above-described project as follows:

The City agrees to participate in the cost of the project. The City further agrees to pay 100 percent of the cost of those features requested by the City which are determined by the State and Federal Highway Administration to be unnecessary for the project.

The City further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra contract until it first gives notice in writing to the City. The City shall contribute its share of the cost of these items in accordance with other sections herein.

The City further agrees to pay 100 percent of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans With Disabilities Act.

Section 3. The City agrees to acquire and/or make available to the Ohio Department of Transportation (ODOT) in accordance with current State and Federal regulations all necessary right-of-way required for the described project. The City also understands that right-of-way includes eligible utility costs.

The City agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocation, and reimbursement shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. Upon completion of the project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance for the project in accordance with all applicable State and Federal law, including, but not limited to Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. The City Manager is hereby empowered to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the project and to enter into contracts with the Director of Transportation which is necessary to complete the above-described project.

Upon request of ODOT, the City Manager is also empowered to assign all rights, title, and interests of the City of Huber Heights to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The City agrees that if Federal Funds are used to pay the cost of any consultant contract, the City shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the City agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The City agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT'S current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the

Project. The City agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant’s performance through ODOT’s Consultant Evaluation System.

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 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 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 \_\_\_\_\_, 2022;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



AI-8163

**New Business    D.  
City Manager**

**City Council Meeting**

**Meeting Date:** 01/24/2022

Marian Meadows Redevelopment - Homestead at The Meadows

**Submitted By:** Bryan Chodkowski

**Department:** Economic Development

**Council Committee Review?:** Council      **Date(s) of Committee Review:** 01/18/2022  
Work  
Session

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

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

---

**Agenda Item Description or Legislation Title**

A Resolution Authorizing The City Manager To Negotiate And Enter Into A Development Agreement With Homestead Development, LLC With Respect To Senior Housing Near The Former Marion Meadows Site.  
(first reading)

**Purpose and Background**

Approval of this legislation will allow the City Manager to complete the negotiation and execution of a development agreement with Homestead Development, LLC. The agreement will be substantially similar to this legislation's Exhibit A, which has been conceptually approved by representatives from both parties. This agreement represents \$40 million worth of new taxable development in the form of 133 senior (+55) apartments, 192 market-rate apartments, and the creation of outdoor community space. The structure of this agreement will net the City an estimated \$850,000 from land sales and an additional \$7.1 million in tax revenues through calendar year 2053.

---

**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. 2022-R-

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A DEVELOPMENT AGREEMENT WITH HOMESTEAD DEVELOPMENT, LLC WITH RESPECT TO SENIOR HOUSING NEAR THE FORMER MARIAN MEADOWS SITE.

WHEREAS, the City currently owns acreage behind the former Marian Meadows shopping center; and

WHEREAS, the City desires to sell approximately 17 +/- acres for development (the “Meadows Site Property”); and

WHEREAS, the Developer proposes to construct, or cause to be constructed, on the Meadows Site Property an approximate 192-unit market-rate apartment development and a 133-unit senior housing development project; and

WHEREAS, the City has determined that the development of the Meadows Site Project is expected to result in the creation of various types of needed housing for its residents; and

WHEREAS, integral to the development of the Meadows Site Property is the establishment of a new Tax Increment Financing (TIF) District and Community Reinvestment Area (“CRA”) and provide certain CRA tax exemptions for the Meadows Site Property.

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

Section 1. Based on the above recitals and upon further findings that the proposed development of the Meadows Site Property is in the best interest of the City, City Council hereby authorizes the City Manager to negotiate and enter into a Development Agreement, substantially upon the same terms and conditions contained in the form of the attached draft agreement attached as Exhibit A, and further expressly authorizes the City Manager to execute the final negotiated draft of the Development Agreement upon consultation with the Law Director and the Finance Director. The City Manager is further authorized to take any and all actions to secure both a TIF District and CRA as set forth in the Development Agreement and to consummate the sale of the subject property and sign any and all documents related to the sale thereof.

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 \_\_\_\_\_, 2022;  
\_\_\_\_\_ Yeas; \_\_\_\_\_ Nays.

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

**DEVELOPMENT AGREEMENT**

*by and between*

**CITY OF HUBER HEIGHTS, OHIO**

*and*

**HOMESTEAD DEVELOPMENT, LLC**

*relating to*

---

**MARIAN MEADOWS SITE  
MIXED-USE DEVELOPMENT**

---

*dated as of*

**DATE**

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## MARIAN MEADOWS SITE DEVELOPMENT AGREEMENT

This MARIAN MEADOWS SITE DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”) by and between the **CITY OF HUBER HEIGHTS, OHIO** (the “City”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “State”) and its Charter and **HOMESTEAD DEVELOPMENT, LLC**, an Ohio limited liability company (the “Developer” and together with the City, the “Parties” and each of the Parties individually referred to herein as a “Party”), under the circumstances summarized in the following recitals (terms used but not defined in the Recitals shall have the meaning set forth in Section 1.2):

### RECITALS

**WHEREAS**, the City currently owns approximately \_\_\_\_\_ acres of real property located at \_\_\_\_\_, Huber Heights, Ohio, commonly known as Parcel Numbers \_\_\_\_\_ and more particularly described as the “City Parcels” on **EXHIBIT A** attached hereto and incorporated herein by reference (the “City Parcel”).

**WHEREAS**, the City desires to sell, convey, assign, and transfer to Developer and Developer desires to purchase from City all of City’s right, title and interest in and to a certain portion of the City Parcels consisting of approximately 17 acres (final acreage shall be determined by a Survey), as legally described and/or depicted on **EXHIBIT B** attached hereto and incorporated herein by reference (the “Marian Meadows Site Property”).

**WHEREAS**, the Developer proposes to construct, or cause to be constructed, on the Marian Meadows Site Property an approximate 192-unit market-rate apartment development and a 133-Unit Senior Housing development project, substantially consistent with the Concept Plan (the “Concept Plan”) set forth on **EXHIBIT C** attached hereto and incorporated herein by reference (the “Marian Meadows Site Project”); and



**WHEREAS**, the City has determined that the construction of the Marian Meadows Site Development Project is expected to result in the creation of various types of housing for its residents; and

**WHEREAS**, the City desires to pass any and all legislation and/or City Codified Ordinances necessary to designate and establish the Marian Meadows Site Property as a new Community Reinvestment Area (“CRA”) and provide certain CRA tax exemptions for the Marian Meadows Site Property and Marian Meadows Site Development Project; and

**WHEREAS**, the Parties have determined to enter into this Agreement to provide for the purchase and sale of the Marian Meadows Site Property, the construction of the Marian Meadows Site Development Project, and the provision of related real property CRA tax exemptions;

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree and obligate themselves as follows:

**(END OF RECITALS)**

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1** Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

**Section 1.2** Definitions. As used herein:

“**Agreement**” means this Marian Meadows Site Development Agreement, dated as of the Effective Date, by and between the City and the Developer.

“**City**” means the City of Huber Heights, Ohio, an Ohio municipality.

“**City Attorney**” means the City Attorney of the City.

“**City Codified Ordinances**” means the Codified Ordinances of the City, as amended and supplemented from time to time.

“**City Council**” means the City Council of the City.

“**City Default**” shall have the meaning set forth in Section 7.2.

“**City Manager**” means the City Manager of the City.

“**County**” means the County of Montgomery, Ohio.

“**County Auditor**” means the County Auditor of the County.

“**County Recorder**” means the County Recorder of the County.

“**CRA Resolution**” means a Resolution adopted by City Council which designates and establishes the Marian Meadows Site Property as a new CRA and provides certain CRA tax exemptions to the Marian Meadows Site Property.

“**CRA Statute**” means, collectively, Sections 3735.65 through 3735.70 of the Ohio Revised Code, and those sections as each may hereafter be amended from time to time.

“**Developer**” means Homestead Development, LLC, an Ohio limited liability company.

“**Developer Default**” shall have the meaning set forth in Section 7.1.

“**Developer Mortgage**” shall have the meaning set forth in Section 8.5.

“**Developer Mortgagee**” shall have the meaning set forth in Section 8.5.

“**Effective Date**” means the date as defined in the preamble of this Agreement.

“**Notice Address**” means:

as to the City: City of Huber Heights, Ohio  
6131 Taylorsville Road  
Huber Heights, Ohio 45424  
Attention: City Manager  
Telephone: (937) 233-1423  
Facsimile: (937) 233-1272

With a duplicate to: City of Huber Heights-Law Department  
2700 Stratacache Tower  
Pickrel Schaeffer & Ebeling  
Dayton, Ohio 45423  
Attention: Law Director  
Telephone: (937) 223-1130

as to the Developer: Homestead Development, LLC  
Attention: Matt Canterbury  
369 E Livingston Avenue  
Columbus, Ohio 43215  
Telephone: (614) 221-5400  
Email: [MCanterbury@homesteadcos.com](mailto:MCanterbury@homesteadcos.com)

With a duplicate to: Kephart Fisher LLC  
Attn: Rob Ryan, Esq.  
207 North Fourth Street  
Columbus, Ohio 43215  
Telephone: (614) 469-1882  
Email: [RobRyan@kephartfisher.com](mailto:RobRyan@kephartfisher.com)

“**Parties**” means, collectively, the City and the Developer.

***“Real Property Tax Exemption Recipient”*** shall have the meaning set forth in Section 5.2(c).

***“State”*** means the State of Ohio.

**Section 1.3 Interpretation.** Any reference in this Agreement to the City or to any officers of the City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, or a section or provision of the City Codified Ordinances includes the section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided*, that no amendment, modification, revision, supplement or superseding section, provision or chapter will be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “*hereof*”, “*hereby*”, “*herein*”, “*hereto*”, “*hereunder*” and similar terms refer to this Agreement; and the term “*hereafter*” means after, and the term “*heretofore*” means before, the date of this Agreement. Words of any gender include the correlative words of the other gender unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

**(END OF ARTICLE I)**

## **ARTICLE II**

### **GENERAL AGREEMENT AND TERM**

**Section 2.1** General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, financing, construction, acquisition and installation of the Marian Meadows Site Development Project.

**Section 2.2** Term of Agreement. This Agreement shall become effective as of the Effective Date and will continue until the Parties' respective obligations set forth herein have been fulfilled, unless earlier terminated in accordance with this Agreement.

**(END OF ARTICLE II)**

### ARTICLE III

#### **REPRESENTATIONS AND COVENANTS OF THE PARTIES**

**Section 3.1** Representations and Covenants of the City. The City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, including its Charter, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e) There is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.



(g) The Parties agree that the City shall not levy any assessments on the Marian Meadows Site Property which are not levied on all of the surrounding property in a fair and equitable manner.

(h) Resolution No. \_\_\_\_\_ passed by City Council on \_\_\_\_\_, \_\_\_\_\_ authorizing the execution and delivery of this Agreement, has been duly passed and is in full force and effect as of the Effective Date.

**Section 3.2** Representations and Covenants of the Developer. The Developer represents and covenants that:

(a) It is a for profit limited liability company duly organized and validly existing under the applicable laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the Developer and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e) There is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(g) It, each of its members and to the best of their knowledge each spouse of its members, each child of its members, and each political action committee affiliated with the Developer complies with Ohio Revised Code Section 3517.13 limiting political contributions.

**(END OF ARTICLE III)**

## ARTICLE IV

### **PURCHASE AND SALE OF THE MARIAN MEADOWS SITE PROPERTY**

**Section 4.1** Sale and Purchase. On the terms and subject to the conditions set forth in this Agreement, the City shall sell, convey, assign, and transfer to Developer and Developer shall purchase from the City all of the City's right, title and interest in and to the Marian Meadows Site Property, together with all improvements, easements, appurtenant rights, privileges, reservations, rights-of-way, licenses and permits owned by the City and relating to the Marian Meadows Site Property or its operation, and including all other fixtures attached or pertaining to such land, buildings and improvements and further including all mineral rights to the extent, if any, owned by the City. Fee simple title to the Marian Meadows Site Property shall be conveyed to Developer by good and sufficient quitclaim deed (the "Deed"), free and clear of any and all tenancies, liens and encumbrances, whatsoever, except taxes both general and special not yet due and payable, zoning ordinances, if any, and the Permitted Encumbrances (as defined below).

**Section 4.2** Purchase Price. The purchase price ("Purchase Price") for the Marian Meadows Site Property shall be \$50,000 per developable acre, or portion thereof as determined by the Survey (defined below), which is estimated to be \$850,000 based upon an assumed [17] developable acres. The Purchase Price, subject to such proration, credits, allowances, or other adjustments as provided for in this Agreement, shall be payable by Developer into escrow on the Closing Date (defined below) by cashier's check or wire transfer of federal funds.

**Section 4.3** Due Diligence Documents. Within ten (10) business days of the Effective Date, the City shall deliver to Developer copies of all leases, service agreements, permits, warranties, all utility vendor information and account information, all records relating to management, leasing, operating statements, real estate taxes, assessments, insurance, rents, maintenance, repairs, capital improvements and services, all development, financial, feasibility,

title, survey, environmental, wetlands, structural, engineering, mechanical, soil, geological and/or other reports in the City's possession relating to the Marian Meadows Site Property or its condition (collectively referred to herein as the "Due Diligence Documents"). Developer shall treat such materials as confidential and shall not, except as required by law, disclose the same to anyone other than Developer's advisors, attorneys, and consultants in connection with this transaction, whom the Developer shall ensure will sign a confidentiality agreement that is satisfactory to the City prior to the disclosure of the documents. Notwithstanding any provision of this Agreement to the contrary, the foregoing confidentiality agreement shall survive any termination of this Agreement for a period of two (2) years.

**Section 4.4** Evidence of Title. Upon execution of this Agreement, Developer shall cause Clean Title Agency, Inc, located at 2154 East Main Street, Suite 301, Columbus, Ohio 43209 (the "Title Company") to issue its A.L.T.A. Commitment for Owner's Policy of Title Insurance with respect to the Marian Meadows Site Property (the "Title Commitment"). The Title Company shall deliver to the Developer and the City simultaneously the Title Commitment, as well as an Insured Closing Letter from the National Underwriter insuring the actions of its agent. The Title Commitment shall reflect Developer as the Proposed Insured, an Insured Amount equal to the Purchase Price, and be certified to the Closing Date. The title policy to be issued pursuant to the Title Commitment (the "Owners Policy") shall insure in Developer fee simple title, subject only to the following encumbrances (collectively, the "Permitted Encumbrances") (i) taxes and assessments, both general and special, that have become a lien, but are not yet due and payable, and (ii) all easements, rights-of-way, covenants, conditions, restrictions, zoning ordinances, and other limitations of record which are not objected to by Developer pursuant to this Section. The Owners Policy shall be issued as soon as practicable after the Closing Date.

Developer is hereby granted a period of sixty (60) days from receipt of the Title Commitment and Survey (the “Notification Date”), within which to give written notice of objection to any defect of title or other matter of record which will adversely affect Developer’s intended use of the Marian Meadows Site Property (each, an “Objection”). Deed restrictions as provided in the General Warranty Deed and Declarations of Restrictions from Miami Valley Hospital (Grantor) to City of Huber Heights (Grantee) shall not be a basis for an objection. In the event Developer submits any Objections, the City shall thereafter possess a period of fifteen (15) days from the Notification Date (the “Cure Period”) within which to (i) cure the Objections, at the City’s sole cost and expense, or (ii) notify Developer that it will not cure the Objections. Should the City be unable or unwilling to cure any Objection within the Cure Period, Developer, in its sole discretion, may (i) accept title to the Marian Meadows Site Property subject to the Objections, waive the provisions of this Section, and proceed to consummate the transaction pursuant to this Agreement, without abatement of the Purchase Price; or (ii) rescind this transaction and, thereafter the parties shall stand in the same place and stead as if no agreement had been entered into and shall possess no further obligation hereunder. Any matters of record not objected to by Developer, or which Developer accepts as provided above, shall be deemed to be “Permitted Encumbrances.” Notwithstanding anything to the contrary contained herein, in no event shall any monetary lien or encumbrance affecting the Marian Meadows Site Property be deemed a Permitted Encumbrance and the City shall be required to remove and/or satisfy all monetary liens or encumbrances affecting the Marian Meadows Site Property prior to or at Closing so that the same do not appear on the final Owners Policy.

**Section 4.5** Survey. Within five (5) days after the Effective Date, the City shall deliver to Developer copies of the most recent survey of the Marian Meadows Site Property in the City’s possession or control. Developer shall obtain, at Developer’s sole cost and expense, an updated

survey of the Marian Meadows Site Property, prepared in conformity with current ALTA/NSPS standards for “Class-A” surveys and certified to Developer and the Title Company by a duly licensed land surveyor or professional engineer, showing the Marian Meadows Site Property to be consistent with **EXHIBIT B** attached hereto and incorporated herein ,all items referenced in the Commitment, and such other items as Developer may reasonably request (the “Survey”).

**Section 4.6** Subdivision Plat. Prior to Closing, the City, as owner, will cause a subdivision plat of the City Parcel mutually acceptable to the City and Developer and in substantial accordance with **EXHIBIT B** attached hereto and incorporated herein creating the Marian Meadows Site Property as a separate legal parcel of real property, with right-of-way dedications, lot consolidations and lot splits, to be prepared and submitted to the City’s Planning Commission, reflecting the intent of the City and the Developer hereunder (the “Subdivision Plat”). The City will pay for the cost of the Subdivision Plat and shall diligently pursue regulatory approval of the Subdivision Plat. The legal description for the legal parcel that will contain the Marian Meadows Site Property will be established by the Survey and incorporated into the Subdivision Plat. The Subdivision Plat will be amended by the Parties as necessary to dedicate public roads upon completion.

**Section 4.7** Escrow Agent. The Title Company shall serve as escrow agent for this transaction (the “Escrow Agent”), subject to its standard conditions of acceptance of escrow, provided, however, that said Escrow Agent shall use this Agreement as its escrow instructions, and wherever the terms, conditions and provisions of this Agreement vary from, modify or are different than said Escrow Agent's standard conditions of acceptance of escrow, then the terms, conditions and provisions of this Agreement shall govern.

**Section 4.8** Real Estate Taxes and Assessments. Real estate taxes and annual assessments (both general and special) and other similar items will be adjusted ratably as of the



Closing Date using the Montgomery County short tax proration method. At or before Closing, the City will pay all delinquent taxes on the Marian Meadows Site Property including penalties, interest and other charges. In the event that the actual real property tax bill is different than the amount used for proration, Developer and the City shall readjust the proration between themselves at such time as the actual amount is known. Developer shall forward the new real property tax bill to the City, and upon receipt the City and Developer shall make any applicable adjustment.

**Section 4.9** Conditions to Closing. It is specifically understood and agreed between Developer and the City that the obligation of Developer to consummate and close this transaction is conditioned and contingent upon the following conditions, any one or all of which may be waived in whole or in part in writing by the Developer in the Developer's sole discretion (collectively, the "Conditions to Closing"):

(a) Developer determining that the Marian Meadows Site Property is acceptable to Developer, and all due diligence investigations shall be satisfactory to Developer, including, without limitation, all leases, service agreements, permits, warranties, structural and soil analysis, surveys, environmental analysis, wetland analysis, title examination and/or any other due diligence deemed necessary by Developer in its sole discretion.

(b) The City shall have performed all covenants, agreements and obligations and complied with all conditions required by this Agreement to be performed or complied with by the City.

(c) All of the City's representations and warranties shall be true and correct in all material respects.

(d) The recording of the Subdivision Plat by the City.

(e) Developer obtaining a final and non-appealable site plan approval for the Marian Meadows Site Development Project from City Council substantially in accordance with

the Concept Plan set forth on **EXHIBIT C** attached hereto and incorporated herein (the “Site Plan Approval”).

(f) Developer obtaining the approval, passage and/or recording of a municipal planned unit development zoning district mutually acceptable to the City and Developer which properly zones the Marian Meadows Site Property for Developer’s intended use as multifamily residential in accordance with the Concept Plan (the “MPUD”).

(g) Developer obtaining all necessary permits and approvals from all levels of government having jurisdiction over the Marian Meadows Site Property to allow the Developer to commence and complete the building and development of the Marian Meadows Site Development Project on the Marian Meadows Site Property consistent with the Concept Plan and detailed development plan(s) for the Marian Meadows Site Development Project.

(h) The Parties written approval of the Retention Facility Plans (as defined below).

(i) Passage of the CRA Resolution by City, Council, City Boards and/or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances and State Statutes, granting real property tax exemptions of 50% for 15 years for the improvements on the residential Marian Meadows Site Property.

(j) All of the Title Company’s requirements shall have been satisfied such that the Title Company shall have agreed to issue the Title Insurance Policy insuring Developer’s purchase of the Marian Meadows Site Property, subject only to the Permitted Exceptions.

(k) The City shall publicly affirm its intent to construct a publicly owned facility, for public uses, on the City Parcels. Such uses might include, but are not limit to or committed as; City Hall, Senior Center, Fire Station, Customer Service Center, and/or other such similar uses.

**Section 4.10 Best and Concurrent Efforts.** The Parties acknowledge the importance and priority of the Marian Meadows Site Development Project. As such, the Parties agree, specific to the terms and conditions as provided for in Section 4.9 of this agreement, to provide their best and concurrent efforts to meet their respective obligations herein. Should either Party fail to present best and concurrent efforts in fulfillment of their respective obligations under this Agreement, such failure may be deemed a default of this Agreement as further described in Section VII below. In furtherance of this section, the parties agree that should the Developer fail to commence those Conditions to Closing within the Developer's control before one hundred eighty (180) days from the Effective Date; Developer shall deposit an additional Ten Thousand Dollars and No/100 (\$10,000.00) to escrow with Clean Title Agency, Inc. Said deposit shall be nonrefundable yet applicable to the purchase price at Closing.

**Section 4.11 Closing Date.** The consummation of the purchase and sale of the Marian Meadows Site Property (the "Closing") shall occur at the offices of Escrow Agent, or in such other place or manner mutually acceptable to the parties, no later than thirty (30) days after the satisfaction, in Developer's sole discretion, of the Conditions to Closing, or such other date as the parties may mutually agree to in writing (the "Closing Date"). The Closing Date shall be established by delivery of written notice by Developer to the City, stating the time and date of Closing (the "Closing Notice"). Notwithstanding the foregoing, Developer may accelerate Closing by providing the City with written notice thereof no later than five (5) days prior to the date of such accelerated Closing Date.

In the event that the Closing Date has not occurred, or been scheduled, on or before the date which is twelve (12) months after the Effective Date, the Developer may extend this agreement, by providing prior written notice to City, for up to two (2) periods of sixty (60) days each (total of 120 days) by depositing Ten Thousand Dollars and no/100 (\$10,000.00) for each

extension (“Extension Deposit Fee”). Each Extension Deposit Fee shall be nonrefundable yet applicable to the purchase price at Closing. Said Extension Deposit Fee shall be made in advance of the date to which the extension applies. Failure of an Extension Deposit Fee to be made in such a timely manner shall be a basis for the City to terminate this Agreement as provided herein. If in the event the Closing has not occurred, nor scheduled, after the sixteenth (16<sup>th</sup>) month after the Effective Date (“the Outside Closing Date”), either the City or Developer may terminate this Agreement upon no less than thirty (30) days written notice to the other party irrespective of any financial expenditure, investment or other use of resources on the part of any party; provided that, in the event that the satisfaction of the Conditions to Closing is delayed due to extended City reviews, processing time and/or the scheduling, canceling or tabling of City meetings and/or Project related agenda items, the City and the Developer shall work together in good faith to provide an appropriate and reasonable extension of the Outside Closing Date equal to the actual time delay caused by the City. The requirements for arbitration or mediation shall not apply to a termination pursuant to this section. The City and the Developer each agree to use good faith efforts to diligently pursue the satisfaction of the Conditions to Closing and schedule the Closing Date.

**Section 4.12 Deposit.** Developer will deposit Twenty Thousand Dollars and no/100 (\$20,000.00) with Clean Title Agency, Inc. (as “Escrow Agent”), within three (3) business days following the Effective Date. The deposit shall become non-refundable, yet applicable to the purchase price at Closing, unless Developer terminates this agreement on or prior to twelve (12) months following the Effective Date of which the Deposit shall be returned, in whole, to Developer. In the event of a default by Developer all non-refundable deposits shall belong to City.

**Section 4.13 Closing Expenses.** the City shall bear the following fees and expenses incurred in connection with the Closing: (i) recording fees to discharge obligations affecting the Marian Meadows Site Property required to be discharged by the City under this Agreement, (ii) the conveyance or transfer taxes (if any), (iii) the cost of issuance of the Commitment, (iv) the cost of issuance of the Title Insurance Policy, (v) one-half (1/2) of the escrow fee. Developer shall bear the following fees and expenses incurred in connection with the Closing: (i) the recording fees incurred in connection with filing the Deed, (ii) all of the costs of any requested endorsements or lender's title insurance, (iii) one-half (1/2) of the escrow fee, and (iv) the cost of the Survey. Each party shall bear its own legal expenses.

**Section 4.14 Possession.** Possession and occupancy of the Marian Meadows Site Property shall be delivered to the Developer on the date of title transfer; provided, however, that from and after the Effective Date, Developer shall have the right to: (i) enter upon the Marian Meadows Site Property upon twenty-four (24) hours advance notice at Developer's sole risk, cost and expense for the purpose of making any tests, surveys, studies, analysis, inspections, engineering or other operations necessary, incidental or convenient to Developer in connection with Developer's intended use of the Marian Meadows Site Property; and (ii) publicly market the Marian Meadows Site Property for sale and/or lease, including, but not limited to the placement of signage on the Marian Meadows Site Property, provided that any and all such signage complies with all Applicable Laws. Developer shall restore the Marian Meadows Site Property to its condition prior to the time any such tests, surveys, studies, analyses, inspections, engineering or other operations were conducted upon the Marian Meadows Site Property by Developer and shall hold the City harmless from all claims, damages, costs and expenses arising from such access.

**(END OF ARTICLE IV)**

## ARTICLE V

### **MARIAN MEADOWS SITE DEVELOPMENT PROJECT**

**Section 5.1** General. The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, finance and construct, or cause to be designed, financed and constructed, the Marian Meadows Site Development Project and to perform any and all of its duties and obligations relating to the Marian Meadows Site Development Project in a manner consistent with this Agreement, subject to market conditions as they may exist from time to time during the term of this Agreement.

**Section 5.2** Development Project. The Parties acknowledge and agree that the Marian Meadows Site Development Project that will be developed, or caused to be developed, by the Developer and is expected to be approved by the City (which approval will not be unreasonably conditioned, delayed or withheld) is as follows:

The Developer will construct an approximate 192 market-rate multi-family housing units and 133 Senior housing units on the Marian Meadows Site Property. The Marian Meadows Site Development Project is targeted for completion and available for occupancy in October of 2024.

The Developer anticipates that approximately 150 temporary jobs will be created in connection with the construction of the Marian Meadows Site Development Project and approximately 5 permanent jobs will be created at the Marian Meadows Site Development Project when it is fully completed and occupied. The Developer also anticipates that the Marian Meadows Site Development Project will have a market valuation for purposes of real property taxation of at least \$40,000,000.

**Section 5.3** .

**Section 5.4** Submittal of Plans for Development Project. For the Marian Meadows Site Development Project, the Developer shall prepare and submit a preliminary site plan, architectural



renderings and related development plans to the City, in such detail as is reasonably necessary for review and approval by appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances. Such submittal of materials shall be made to the City no later than ninety (90) days from the Effective Date of this Agreement.

**Section 5.5** Installation of Utilities and Roadways. The Developer shall construct the main loop roadway and main utilities as described below for the entirety of contemplated uses on the city parcel and the Marian Meadows Site.

**Section 5.6** Development Project:

(a) Water. Except as otherwise provided herein it shall be the obligation of the City to construct the water lines, hydrants, valves, and related appurtenances within the Marian Meadows Site Development Project, which water lines, hydrants, valves, and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements.

(b) Sanitary Sewer. Except as otherwise provided herein it shall be the obligation of the City to construct the sanitary sewer lines and related appurtenances within the Marian Meadows Site Development Project, which sanitary sewer lines and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements and will be dedicated to the City contemporaneously with the recording of a perpetual easement granted by the City to Developer, for the benefit of the Marian Meadows Site Property, for connection to and use of such sanitary sewer lines and related appurtenances.

(c) Storm Sewer. Except as otherwise provided herein, at no cost to the Developer, the City shall identify and provide to the Developer, for the benefit of the Marian Meadows Site

Property and in accordance with the project schedule for the Marian Meadows Site Development Project, mutually acceptable storm sewer drainage easements and will dedicate a storm sewer collection system and related offsite and detention and/or retention ponds to the Developer, for the benefit of the Marian Meadows Site Property, which will be designated on the detailed development plan(s) and plat(s) for the Marian Meadows Site Development Project (the “Retention Facilities”).

The purpose and intent of the Retention Facilities is to provide a cooperative effort to collect and control an appropriate amount of storm water to maximize the development potential of the Marian Meadows Site Property in addition to supporting storm water management needs associated with the future development of the city parcels \_\_\_\_\_. The exact location and size of such storm sewer drainage easements and Retention Facilities, which may, in part, be located off-site, shall be determined by the detailed development plan(s) and final plat(s) as mutually approved by the City and Developer, in a location consistent with Exhibit D and the zoning thereof, as herein provided, engineering standards and all other applicable rules and regulations (the “Retention Facility Plans”). Except for underground storm sewer pipes, the Developer shall be responsible for a proportionate share of the landscaping, maintenance, repair of the Retention Facilities, (including but not limited to easements and ponds) serving the Marian Meadows Site Property, which proportionate share shall be based upon the ratio of the total square footage of all impervious surfaces on the Marian Meadows Site Property to the total square footage of all the impervious surfaces on all other real property utilizing the offsite and detention and/or retention ponds constructed after the Effective Date of this Agreement. Specific to this subsection, nothing herein shall preclude the Parties from amending or altering the terms and conditions defining the responsibilities for the landscaping, maintenance, and repair of the Retention Facilities

pending the final site location, design, and construction of the Retention Facilities. Any such amendments or alterations shall be in writing and approved by the Parties.

The Parties covenant and agree that all roadway, utility and other construction and development work undertaken by such Party (or a third party upon the direction of a Party) will be designed and performed in such a manner as not to disrupt or otherwise interfere with any then existing storm sewer drainage systems (surface, field tile or other) on or off of the Marian Meadows Site Property.

(d) Roadways. Except as otherwise provided herein, all roads within the Marian Meadows Site Development Project shall be constructed by the Developer as needed for its intended use of the Marian Meadows Site Development Project. All roads shall be constructed in accordance with the City standards as applicable to the type of road being constructed and all private roads shall be constructed in accordance with final development plans and permits approved by the County. All roads shall be reviewed, inspected and approved by the City.

(e) Cross Easements for Utility Services. The Parties agree among themselves to grant, without charge, reciprocal cross-easements or easements to public or private utilities, as appropriate, for construction of utilities described in this Section 5.4, or other public or private utilities to service the Marian Meadows Site Development Project; *provided, however*, that all easements shall be within or adjacent to the various proposed public roads or driveway rights-of-way, as set forth on the revised basic development plan for the Marian Meadows Site Development Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Marian Meadows Site Development Project. Easements for surface drainage shall follow established water courses, unless otherwise agreed to by the affected Party. The Developer shall restore any easement areas to a condition which is reasonably satisfactory to the City promptly

following any construction work by it. The City shall restore any easement areas following any construction work by the City in accordance with the City Codified Ordinances.

(f) Dedication. All public utilities and public roadways (including related rights-of-way) installed and/or constructed within the City's remaining parcel and Marian Meadows Site Development Project (except certain portions of the storm sewer improvements referenced in Section 5.4(c) which may hereafter be identified by the City and the utility cross easements described in Section 4.4(e)) shall be dedicated (free and clear of any liens, encumbrances and restrictions except as may be permitted in writing by the City) to the City and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement. Upon the dedication of the said infrastructure, the City shall reimburse Developer the amount of [ ] for the cost of designing, engineering and constructing the Loop Roadway, Utilities, and Retention Facilities; which are additionally intended to service and support properties other than the Marian Meadows Site Property as previously described herein. The Parties acknowledge that the terms and conditions set forth in this subsection are contingent upon those terms and conditions as provided for in subsection 5.4c of this Agreement. As such, any amendment or alteration to subsection 5.4c of this Agreement, made in accordance with the provisions of said subsection, may also amend or alter the terms and conditions of this subsection.

(g) The Parties acknowledge that the Marian Meadows Site Property needs to be rezoned to permit the Marian Meadows Site Development Project and the Parties agree to work together with the appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances to complete this rezoning process as soon as practicable.

**Section 5.7** Developer Obligations. The Developer shall be responsible for developing the Marian Meadows Site Development Project in accordance with the detailed development plans,

Commented [CB1]: Please refer to commentary in the email which transmitted this document. Reference those comments, please consider your proposed changes for these highlighted sections as "rejected" and substitute language under negotiation.

Commented [DF2R1]: Homestead proposes the following concepts:

Roadways

- HH will "give" the loop road land to Homestead. Homestead will construct said loop roadway to city standards. HH will reimburse Homestead 50% at which point Homestead will dedicate the loop road of which will become a city street. See green area on Exhibit E.
- Homestead requests the naming rights of the loop road as noted on Exhibit E.

Utilities

- HH will reimburse Homestead for the realignment of the utilities running along the loop road as shown as the vertical blue hatch on Exhibit E. The north branch of utility mains will need to match the internal road structure.

Storm Water

- The annual cost to maintain the retention pond shall be split on a pro-rata basis according to acreage owned. It is currently estimated the city's land is +/- 30 acres and Homestead will own +/- 17 acres (subject to survey) or 56.7%.

Commented [CB3R1]: HH proposes the following concepts:

Roadways

- HH will "give" the loop road land to Homestead. Homestead will construct said loop roadway to city standards, dedicated to HH upon completion and inspection. HH will reimburse Homestead 50% of costs, not to exceed \$TBD in total as its share. HH shall make equal payments over 5 years. See green area on Exhibit E.
- Homestead will have naming rights of the loop road as noted on Exhibit E, subject to City approval.

Utilities

- HH will reimburse Homestead for the realignment of the utilities running along the loop road as shown as the vertical blue hatch on Exhibit E. The north branch of utility mains will need to match the internal road structure. Such reimbursement is inclusive of values and schedule noted above.

Storm Sewer

- Retention pond land will be valued at \$50k an acre. Homestead will construct the retention pond and pay for its pro-rata share of construction (and land value). Upon its completion, HH will reimburse Homestead the balance and seek reimbursement from future benefactors as it sees fit.
- HH will assume full maintenance and care of pond upon its completion noted above.

as may be modified from time to time, and as such plans are approved by the City as hereinbefore provided. Except as otherwise provided in this Agreement, the Developer shall provide all funds necessary to develop the Marian Meadows Site Property and to design, finance and construct the Marian Meadows Site Development Project. Unless a later date applies to a given obligation, as expressly set forth in this Agreement, the obligations under this Agreement of the Developer shall, as to the Marian Meadows Site Development Project, commence at such time as fee simple title to the Marian Meadows Site Property is transferred to the Developer as evidenced by the date of the deed(s) to said parcel(s).

**Section 5.8** Permits. Prior to commencing construction of the Marian Meadows Site Development Project, the Developer shall obtain all necessary permits from all levels of government having jurisdiction thereover to allow the Developer to build and develop the Marian Meadows Site Development Project consistent with the detailed development plan(s) for the Marian Meadows Site Development Project. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

**Section 5.9** Fees, Charges and Taxes. The Developer shall, as and when customarily payable to the City on projects comparable to the Marian Meadows Site Development Project, pay the then current standard fees in connection with any construction of the Marian Meadows Site Development Project, which fees shall include, but not be limited to, fees for the provision of water, sanitary sewer and storm sewer services, and which fees, the City agrees, will be determined in a manner consistent and uniform with the manner of fee determination on projects comparable to the Marian Meadows Site Development Project. The Developer acknowledges and agrees that the City reserves the right to adjust the standard fees described in this Section 5.7 from time to time in

a manner consistent and uniform with the manner of fee determination on projects comparable to the Horizon Line Development Project. The Developer shall also ensure that any other standard fees, sales and use taxes, if any, and license and inspection fees necessary for the completion of the Marian Meadows Site Development Project shall be timely paid.

**Section 5.10 Provision of City Services.** The City agrees to provide to the Marian Meadows Site Development Project all City services usually and customarily provided by the City, including but not limited to, fire and police protection and road maintenance on dedicated and accepted public streets; *provided however*, the City shall not be required to construct and install improvements related to the provision of those services except as otherwise provided herein.

**Section 5.11 Insurance and Bonds.** Insurance and bonds shall be provided by the Developer or its contractors and subcontractors during the course of development of the Marian Meadows Site Development Project only if and as otherwise required by the City Codified Ordinances and other applicable development regulations.

**Section 5.12 Compliance with Laws.** In connection with the construction of the Marian Meadows Site Development Project and in performing its obligations under this Agreement, the Developer agrees that it shall comply with, and require all of its employees, agents, contractors and consultants to comply with, all applicable federal, state, county, municipal (including City Codified Ordinances) and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Marian Meadows Site Development Project or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and



encumbrances contained in any instruments, either of record or legally binding upon the Developer, at any time in force affecting the Marian Meadows Site Development Project or any part thereof (collectively, the “Applicable Laws”).

**Section 5.13** Expeditious Completion of the Marian Meadows Site Development Project.

The Parties agree that the expeditious completion of the Marian Meadows Site Development Project will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Marian Meadows Site Development Project in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Marian Meadows Site Development Project; *provided, however*, the Developer acknowledges and agrees that the various approvals of the City relating to planning and zoning described in this Article IV shall not be effective until approved by the appropriate body as contemplated hereby. The Parties each agree that the City shall have no responsibility relative to the marketing or sale of the real property or improvements thereto within the Marian Meadows Site Development Project.

**(END OF ARTICLE VI)**

## ARTICLE VI

### **DEVELOPMENT INCENTIVES**

**Section 6.1** General. The Parties acknowledge that the provision of real property tax exemptions in respect of the Marian Meadows Site Property will be important to facilitate the construction of the Marian Meadows Site Development Project.

**Section 6.2** Community Reinvestment Area. The Parties agree that:

(a) Upon creation of a CRA District and pursuant to a CRA Resolution, the City can provide real property tax exemptions of 50% for 15 years for residential property.

(b) To facilitate the construction of the Marian Meadows Site Development Project and to create employment opportunities within the City and in consideration for the Developer's covenants set forth herein, the City has determined to provide for certain real property tax exemptions in connection with the construction of the Marian Meadows Site Development Project. The Parties agree to work together with the appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances to pass a CRA Resolution granting real property tax exemptions for the Marian Meadows Site Property for as soon as practicable.

(c) Provided that the CRA Resolution for the Marian Meadows Site Property has been passed by City Council, the Developer agrees related to the Marian Meadows Site Development Project to file with the City, promptly following the issuance (which issuance will not be unreasonably conditioned, withheld or delayed) by the County of a certificate of occupancy for the Marian Meadows Site Development Project, but in no event not later than ninety (90) days thereafter, a real property tax exemption application to the City which shall include at least the following information:

(i) Confirmation that construction of the Marian Meadows Site Development Project has been completed and a certificate of occupancy has been issued therefor,

(ii) Confirmation that the Marian Meadows Site Development Project has been constructed to include at least approximately the number of units described in Section 5.2, and

(iii) Confirmation that the Marian Meadows Site Development Project created at least approximately the number of temporary and permanent jobs as described in Section 5.2.

The Developer acknowledges and agrees that failure to complete and timely submit such an application may form the basis for the City to disapprove the granting of a real property tax exemption in respect of the Marian Meadows Site Property. The Parties acknowledge that the CRA Statute provides that the real property tax exemption only applies to the structure or structures to be constructed upon the Marian Meadows Site Property.

Provided that the CRA Resolution for the Marian Meadows Site Property has been passed by City Council, the City agrees that promptly following confirmation of an application filed in accordance with this Section 6.2(c), the City will approve a 50% - 15-year real property tax exemption in respect of the Marian Meadows Site Property, all in accordance with the CRA Resolution. The Developer acknowledges that the City will review the Marian Meadows Site Development Project throughout the term of the real property tax exemption to determine whether the Marian Meadows Site Development Project is in compliance with the parameters set forth in Section 5.2. The Developer further agrees that if the City determines in good faith that the Marian Meadows Site Development Project has failed to maintain the minimum number of jobs or minimum amount of fair market valuation (both as described in Section 5.2), or in the event the Owner fails to make any required Minimum Service payment, the City may thereafter take action

to reduce the applicable exemption percentage and/or the term of the real property tax exemption. The remedies set forth in this paragraph shall not be subject to the 30 notice or arbitration provisions under section 6 of this Agreement.

The City agrees that for so long as the Developer or successor Owner of the Marian Meadows Site Property is the recipient of a real property tax exemption in accordance with this Section 6.2(c) (a “*Real Property Tax Exemption Recipient*”) and that Real Property Tax Exemption Recipient is complying with the terms of this Section 6.2(c), and then notwithstanding the occurrence of a Developer Default or any other default hereunder by actions or inactions of the Developer (provided that such default is not caused by the action or inaction of that Real Property Tax Exemption Recipient), other than the Marian Meadows Site Development Project failing to maintain the minimum number of jobs or minimum amount of fair market valuation (both as described in Section 5.2), the City shall not take action to reduce the exemption percentage and/or the term of the real property tax exemption as such would apply to the Real Property Tax Exemption Recipient.

**Section 6.3** Tax Increment Financing . The parties agree that:

(a) Upon the approval of this agreement, the City will create “The Meadows Tax Increment Finance District” (the “District”). The District shall be incorporated in accordance with §5109.40 through §5709.43 of the Ohio Revised Code (the “TIF Statutes”) and exist for a period of 30 years.

(b) The District’s purpose shall be to ensure that the City has the necessary resources to meet its financial commitments to Developer as defined within this agreement.

(c) Having met its financial commitments to Developer, the City may utilize any remaining resources of the District in accordance with the provision of the TIF Statutes to further support the District, advance the recommendations of the Brandt Pike Revitalization Study (2017),

or on any other matter deemed beneficial to the District by legislative action of the City Council in conformance with the TIF Statutes.

**Section 6.4** Information Reporting. The Developer covenants to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the Developer's compliance with the terms of this Agreement. Any information supplied to such tax incentive review council will be provided solely for the purpose of monitoring the Developer's compliance with this Agreement.

The Developer further covenants to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31 of each year the exemption for the Marian Meadows Site Property provided by the CRA Ordinance is in effect. Any information supplied to the City will be provided solely for the purpose of enabling the City to comply with this requirement.

**Section 6.5** Non-Discriminatory Hiring Policy. With respect to operations within the City, the Developer will comply with the City's policies adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions (under the TIF Ordinance and the CRA Statute) practice nondiscriminatory hiring in its operations. In furtherance of that policy, the Developer will agree that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

**(END OF ARTICLE VI)**

## ARTICLE VII

### **EVENTS OF DEFAULT; REMEDIES (LEGAL REVIEW)**

**Section 7.1** Developer Default. Any one or more of the following shall constitute a Developer Default under this Agreement:

(a) Default by the Developer in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty days after written notice from the City, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty days, a Developer Default shall not be deemed to occur so long as the Developer commences to cure the default within the thirty day period and diligently pursues the cure for completion within a reasonable time;

(b) Any representation or warranty made by the Developer in this Agreement is false or misleading in any material respect as of the time made;

(c) The filing by the Developer of a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

(d) The making by the Developer of a general assignment for the benefit of creditors;

(e) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the Developer as debtor; or

(f) The filing by the Developer of an insolvency proceeding with respect to such party or any proceeding with respect to such party for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

**Section 7.2** City Default. Any one or more of the following shall constitute a City Default under this Agreement:



(a) Default by the City in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty days after written notice from the Developer, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty days, a City Default shall not be deemed to occur so long as the City commences to cure the default within the thirty day period and diligently pursues the cure for completion within a reasonable time;

(b) Any representation or warranty made by the City in this Agreement is false or misleading in any material respect as of the time made; or

(c) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the City as debtor.

**Section 7.3 Remedies.**

In the event that the Developer shall create or suffer a Developer Default under this Agreement which remains uncured as aforesaid, or in the event that the City shall create or suffer a City Default under this Agreement which remains uncured as aforesaid, or in the event of any dispute arising out of or relating to this Agreement which does not necessarily rise to the level of a default hereunder, then absent facts or circumstances which compel a Party's pursuit of immediate injunctive or other equitable relief, the Parties agree to and shall first proceed as follows:

(a) In lieu of the Parties' respective rights to a jury trial and the right to assert a claim for punitive damages and other matters more particularly described herein, any actions, disputes, claims, counterclaims, or controversies ("*Dispute*" or "*Disputes*"), between the Parties, arising out of, relating to, or in connection with this Agreement, including with respect to the formation,

applicability, breach, termination, validity or enforceability thereof, and including any claim based on or arising from an alleged tort, shall be finally settled by arbitration.

(b) The binding arbitration shall be conducted by one arbitrator, in accordance with the arbitration provisions of Chapter 2711 of the Ohio Revised Code, in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The seat of the arbitration shall be Montgomery County, Ohio.

(c) All defenses, including, but not limited to, those defenses based on statutes of limitation, estoppel, waiver, laches, and similar doctrines, that would otherwise be applicable to a civil action brought by a Party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Agreement shall be deemed the commencement of an action for such purposes.

(d) Within fifteen (15) days after any Party has given written notice to any other Party of a demand for arbitration of a Dispute, the Parties shall appoint a mutually agreeable neutral arbitrator, who shall determine the resolution of the Dispute. If the Parties do not reach an agreement on the sole arbitrator, then each Party shall appoint an arbitrator, and then the two independent arbitrators shall jointly select a third neutral arbitrator.

(e) The arbitrator(s) shall hold a hearing (the “Arbitration Hearing”) within forty-five (45) days from the date of selection or appointment.

(f) The Arbitration Hearing shall commence at a date, time, and place, agreed between the Parties and the arbitrator(s), in Montgomery County, Ohio. The arbitrator(s) shall give the Parties written notice of the date, time, and place of the Arbitration Hearing not less than fifteen (15) days in advance.

(g) The Arbitration Hearing shall be limited to one day; provided, however, for good cause shown, the arbitrator(s) may continue the Arbitration Hearing for one additional day. Thereafter, the Arbitration Hearing may be continued by mutual agreement of the Parties.

(h) The arbitrator(s) shall afford each party reasonable and equal opportunity to present any material and relevant evidence, to call and cross-examine witnesses, and to present its arguments at the Arbitration Hearing. The discovery proceedings of the arbitration shall otherwise be conducted in general conformity with the evidence rules of the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall proceed as an ad hoc arbitration and shall not be administered by, or be filed with, the American Arbitration Association.

(i) The arbitrator(s) shall have all the powers and duties proscribed by section 2711.06 of the Ohio Revised Code. In addition, the arbitrator(s) shall have the power to award to the prevailing party its costs and expenses, including its reasonable legal fees and other costs of legal representation, as determined by the arbitrator(s). The arbitrator(s) may also award pre-award and post-award interest for the same period of time and at the same rate as allowed between private parties to a civil suit under Ohio law. Interest shall be compounded monthly.

(j) The arbitrator(s) shall render his or her decision and award on each Dispute (collectively, the "Award") based solely on the evidence presented, on the substantive law of the State of Ohio, as applicable to each Dispute and as argued by the Parties, and consistent with the provisions of this Agreement, as interpreted by the arbitrator. The arbitrator may not award punitive damages, treble damages, penalties, and may not, without the written consent of the Parties, consolidate the Dispute with any other demands for arbitration.

(k) The Award shall be final and binding on the Parties. The Parties undertake to carry out the Award without delay and waive their right to any form of recourse based on grounds other than those contained in Chapter 2711 of the Ohio Revised Code insofar as such waiver can validly

be made. Judgment upon the award may be entered by a court of competent jurisdiction under Chapter 2711 of the Ohio Revised Code.

(l) The Award shall be in writing and contain (a) the names of the Parties and their representatives and the date and place of any hearing, (b) a summary of the Disputes arbitrated and resolved, (c) the damages and other relief granted, if any, and (d) a brief explanation of the reasons for the Award. The Award shall be dated and signed by the arbitrator(s). Unless the Parties so request, the arbitrator(s) shall not prepare findings of fact and conclusions of law. All monetary amounts in an Award shall be paid within thirty (30) days of the date of mailing or delivery of the Award.

(m) The arbitrator(s) shall endeavor to render the Award and mail or otherwise deliver same to each party within twenty (20) days after the close of the Arbitration Hearing, or, if post-hearing briefs are submitted, within twenty (20) days after the due date for submission of such briefs.

(n) Any proceeding pursuant to this Agreement, except for the alternative mediation described below, shall be an arbitration proceeding subject to interpretation and enforcement under Chapter 2711 of the Ohio Revised Code and other applicable law of the State of Ohio. The arbitrator(s) shall have all powers granted to arbitrators and the Award shall be enforceable as would an arbitrators' award, pursuant to the applicable statute. If any part of this Agreement is in conflict with any mandatory requirement of applicable law, the statute shall govern, the conflicting part hereof shall be reformed and construed to the maximum extent possible in conformance with applicable law, and this Agreement shall remain otherwise unaffected and enforceable. The Award may be appealed, vacated or modified only on the grounds specified by applicable law.

(o) The Parties agree to have the option to attempt to resolve any Dispute by mediation, prior to arbitration as set forth above, subject to the confidentiality, privilege, and all other

applicable provisions of Chapter 2710 of the Ohio Revised Code, and on the following additional terms:

(i) The Parties agree to select a mutually agreeable mediator within fifteen (15) days after either Party has given written notice to the other of demand for mediation of a Dispute.

(ii) The mediation shall be conducted at a mutually agreeable place in Montgomery County, Ohio.

(iii) The mediation shall be conducted at a mutually agreeable date, within thirty (30) days from the appointment of the mediator.

(iv) At least five (5) days prior to the mediation conference, the Parties shall submit to each other and to the mediator a statement of the Dispute, identifying with reasonable particularity the basis for each claim, demand, and defense.

(v) The mediation shall be attended in person by the Parties' respective counsel and designated representative with full authority to settle the Dispute.

(vi) The costs and expenses of the mediation and the mediator's fee shall be shared equally or proportionately by the Parties, with each party to bear its own attorney's fees.

(vii) The foregoing mediation is optional and may be exercised at the discretion of the Parties, but it is not a condition precedent to the above described arbitration.

(p) Each of the Parties hereto represents and warrants that it has the authority to enter into this provision.

(q) This provision constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

(r) The Parties agree to keep confidential, and not to disclose or use for other purpose other than if necessitated during the arbitration or mediation proceedings contemplated herein, any confidential and proprietary information of the other party, including this Agreement.

(s) This provision shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including successive as well as immediate successors and assigns.

(t) This provision shall be construed and enforced in accordance with the laws of the State of Ohio applicable to agreements to be made and performed entirely within such State.

(u) If any provision of this provision is determined to be invalid, illegal, or unenforceable, the remaining provisions of this provision shall remain in full force, if the essential terms and conditions of this provision remain valid, binding and enforceable.

**Section 7.4** Other Rights and Remedies; No Waiver by Delay. The Parties each have the further right to institute any actions or proceedings (including, without limitation, actions for specific performance, injunction or other equitable relief) as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; *provided*, that any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement will not operate as a waiver of those rights or to deprive it of or limit those rights in any way; nor will any waiver in fact made by either Party with respect to any specific default or breach by any other Party under this Agreement be considered or treated as a waiver of the rights of that Party with respect to any other defaults by the other Party or with respect to the particular default or breach except to the extent specifically waived in writing. It is the further intent of this provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy provided in this Agreement because of concepts of waiver, laches,

or otherwise, to exercise any remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

**Section 7.5** Force Majeure. Except as otherwise provided herein, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; *provided, however*, that the Party seeking the benefit of the provisions of this Section must, within a reasonable period following commencement of the enforced delay, notify the other Party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

**(END OF ARTICLE VII)**



## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1** Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party; *provided, however*, that the Developer may assign its rights and responsibilities under this Agreement to any affiliate of **Homestead Development**; *provided, further*, any assignment shall not have an effective date earlier than the date title to the parcel upon which such **Marian Meadows Site** Development Project is to be constructed is/are transferred to the affiliate as evidenced by the recordation of the deed(s) to said parcel(s).

Once the Marian Meadows Site Development Project has been completed, the Developer may sell the Marian Meadows Site Property and assign this Agreement to an unrelated third party, which has the financial resources and expertise to own and operate the Marian Meadows Site Development Project, with the written consent of the City, which consent will not be unreasonably conditioned, delayed or withheld.

**Section 8.2** Binding Effect. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council's sole discretion. All rights, remedies, and interests held, created in, or received by Developer in this Agreement or in any agreement attached to or entered into pursuant to this Agreement, shall, unless the same are specifically and expressly reserved by this Agreement to Developer, be rights, remedies, and interests automatically transferred by Developer to an affiliate of Developer with, and at such time as, the deed to any parcel upon which Marian Meadows Site Development Project is to be constructed is executed and delivered by Developer; *provided, however*, that the automatic transfer of such rights, remedies, and interests described in

this sentence are herein limited to the rights, remedies, and interests as they relate to and affect the Marian Meadows Site Development Project owned by the Developer.

**Section 8.3** Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

**Section 8.4** Day for Performance. Wherever herein there is a day or time period established for performance and the day or the expiration of the time period is a Saturday, Sunday or legal holiday, then the time for performance will be automatically extended to the next business day.

**Section 8.5** Developer Mortgagee Rights. The City hereby acknowledges that, from time to time during the development of the Marian Meadows Site Development Project and the Developer will obtain financing in connection with the Marian Meadows Site Development Project which will be secured in whole or in part by assignments, pledges or mortgages of the Developer's interests in the Marian Meadows Site Property (each a "Developer Mortgage"). In connection therewith, the City agrees to and shall cooperate with the Developer to provide to the holder of any such Developer Mortgage (each a "Developer Mortgagee") such reasonable factual representations and/or consents regarding this Agreement and/or the Developer's rights hereunder as such Developer Mortgagee may request from time to time. By way of example, such reasonable factual representations and/or consents may take the form of: (a) estoppel certificates certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that it is in full force and effect as modified and stating the modifications), that neither the City nor the Developer is in default in the performance of any obligations under this Agreement (or specifying any such default of which the City has knowledge), and certifying as to other facts as reasonably requested by such Developer Mortgagee; and/or (b) consents to the collateral

assignment of certain of the Developer's rights under or in respect of this Agreement. 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. The Developer shall pay on behalf of the City any reasonable fees and expenses incurred by the City in connection with any request pursuant to this Section.

**Section 8.6** Document Submissions to the City. Except as otherwise required by the City Codified Ordinances, any documents required to be submitted to the City pursuant to this Agreement shall be submitted to the City Manager or such other City department as may be directed by the City Manager. At closing Developer, as owner of the Marian Meadows Site Property shall execute the Ohio DTE-24 form consenting to the property being within a Tax Increment Financing District.

**Section 8.7** Entire Agreement. 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.

**Section 8.8** Executed Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to constitute an original, but all of which together constitute but one and the same instrument. It is not necessary in proving this Agreement to produce or account for more than one of those counterparts.

**Section 8.9** Extent of Covenants; Conflict of Interest; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement are effective to the extent authorized and permitted by applicable law. No member, official or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal

interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, member or employee of the City or the Developer, or its successors or permitted assigns, other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement nor any present or future member, officer, agent, director or employee of the Developer, or its successors or permitted assigns, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

**Section 8.10 Governing Law.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees and the Developer, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

**Section 8.11 Limits on Liability.** Notwithstanding any clause or provision of this Agreement to the contrary, in no event will the City or the Developer, or its successors or permitted assigns, be liable to each other for punitive, special, consequential or indirect damages of any type and regardless of whether those damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

**Section 8.12 No Third-Party Beneficiary.** Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 8.1, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other

than the Parties, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties hereto, as provided herein. With the exception of the Parties and any assignee effected pursuant to Section 8.1, it is not intended that any other person or entity shall have standing to enforce, or the right to seek enforcement by suit or otherwise of any provision of this Agreement whatsoever.

**Section 8.13 Notices.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received by email, or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the Notice Address, or to another address of which the recipient has previously notified the sender in writing, and the notice will be deemed received upon actual receipt, unless sent by certified mail, in which case the notice will be deemed to have been received when the return receipt is received, signed or refused. Any process, pleadings, notice or other papers served upon any Party must be sent by registered or certified mail at its Notice Address, or to another address or addresses as may be furnished by one party to the other.

**Section 8.14 Recitals and Exhibits.** 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.

**Section 8.15 Severability.** 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.

**Section 8.16** Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

**(END OF ARTICLE VIII – SIGNATURE PAGES TO FOLLOW)**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**CITY OF HUBER HEIGHTS, OHIO**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: City Manager

Approved as to Form and Correctness:

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: City Attorney

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MONTGOMERY    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public personally appeared Scott P. Falkowski, the authorized representative of the City of Huber Heights, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the City of Huber Heights, Ohio and the voluntary act and deed of the City of Huber Heights, Ohio.

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

\_\_\_\_\_  
Notary Public



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**HOMESTEAD DEVELOPMENT, LLC, an  
Ohio limited liability company**

By: \_\_\_\_\_  
David Anderson, Manager

By: \_\_\_\_\_  
Brian Barker, Manager

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF FRANKLIN    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public personally appeared \_\_\_\_\_, \_\_\_\_\_ of Homestead Development, LLC, 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 Homestead Development, LLC.

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

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF FRANKLIN    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public personally appeared \_\_\_\_\_, \_\_\_\_\_ of Homestead Development, LLC, 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 Homestead Development, LLC.

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

\_\_\_\_\_  
Notary Public

### **FISCAL OFFICER'S CERTIFICATE**

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year \_\_\_\_\_ under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2021

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James A. Bell  
Director of Finance  
City of Huber Heights, Ohio

**EXHIBIT A**  
**LEGAL DESCRIPTION AND/OR DEPICTION OF  
THE CITY PARCEL**

**EXHIBIT B**  
**LEGAL DESCRIPTION AND/OR DEPICTION OF  
THE MARIAN MEADOWS SITE PROPERTY**

**EXHIBIT C**  
**DEPICTION OF**  
**MARIAN MEADOWS SITE DEVELOPMENT PROJECT**



**EXHIBIT D**  
**DEPICTION OF**  
**CITY MASTERPLAN DEVELOPMENT PROJECT**





**EXHIBIT E**  
**DEPICTION OF**  
**REIMBURSED INFRASTRUCTURE AREA**

