



**CITY OF HUBER HEIGHTS
STATE OF OHIO
City Council Meeting
Regular Session
November 14, 2022
6:00 P.M.**

City Hall - Council Chambers - 6131 Taylorsville Road

1. **Call The Meeting To Order - Mayor Jeff Gore**
2. **Invocation - Pastor John Gakwaya Of The Compassion Free Methodist Church At 6875 Old Troy Pike, Huber Heights, Ohio**
3. **Pledge Of Allegiance**
4. **Roll Call**
5. **Approval Of Minutes**
 - A. City Council Meeting Minutes - October 24, 2022
6. **Special Presentations/Announcements**
 - A. Mayoral Proclamation Presentation To Mr. Don Stewart - Mayor Jeff Gore
 - B. 2022 Small Business Saturday Mayoral Proclamation Presentation To Representatives Of The Huber Heights Chamber Of Commerce - Mayor Jeff Gore
7. **Citizens Comments**

8. **Citizens Registered to Speak on Agenda Items**
9. **City Manager Report**
10. **Pending Business**
11. **New Business**

CITY COUNCIL

Anthony Rodgers, Clerk of Council

- A. A Motion To Reappoint Seth Brewer And Samuel Robinson To The Citizens Water And Sewer Advisory Board For A Term Ending January 1, 2026.
- B. A Motion To Reappoint Jean Newby And Tara Purvis To The Culture and Diversity Citizen Action Commission For A Term Ending December 31, 2025.
- C. A Motion To Reappoint Keesan Lasley And Danna Plewe To The Military And Veterans Commission For A Term Ending December 31, 2025.
- D. A Motion To Reappoint Leona Gray, John Roberts, And Richard Winkler To The Property Maintenance Review Board For A Term Ending December 31, 2025.
- E. A Motion To Approve The 2023 Council Work Session And City Council Meeting Schedules.
- F. A Motion To Direct The Clerk Of Council To Respond To The Ohio Division Of Liquor Control With No Objections In Reference To Transfer Of Liquor Permit #41422500005 For Madge C. Inman Estate At 5130 Brandt Pike, Huber Heights, Ohio, 45424 To Liquor Permit #1233496 For Cape Lounge, Inc. DBA Cape Lounge At 5130 Brandt Pike, Huber Heights, Ohio 45424.
- G. A Motion To Direct The Clerk Of Council To Respond To The Ohio Division Of Liquor Control With No Objections In Reference To New Liquor Permit #3079899 For Gavin Quick Stop, LLC DBA Marathon 7851 At 7851 Old Troy Pike, Huber Heights, Ohio, 45424.

ADMINISTRATION

Bryan Chodkowski, Interim City Manager

- H. A Resolution Authorizing The Purchase Of Employee Health Insurance Services For The City Of Huber Heights For The Fiscal Year 2023 And Waiving The Competitive Bidding Requirements.
(first reading)
- I. An Ordinance Amending Ordinance No. 2021-O-2511 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2022 And Ending December 31, 2022.
(first reading)
- J. An Ordinance For Making Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2023 And Ending December 31, 2023.
(first reading)
- K. A Resolution Authorizing The Execution Of A Development Agreement With Horizon Line Development, LLC.
(first reading)
- L. A Resolution Approving The Collective Bargaining Agreement With The IAFF Local 2926 Representing Firefighters and Lieutenants In The Division Of Fire For The Time Period January 1, 2023 Through December 31, 2025.
(first reading)
- M. A Resolution Authorizing The City Manager To Enter Into An Agreement With The Rozzi Fireworks Company, Inc. For The Purpose Of Providing A Municipal Fireworks Display In Celebration Of The Fourth Of July National Holiday For The Years Of 2023 Through 2026.
(first reading)
- N. A Resolution Authorizing The City Manager To Renew An Agreement With Community Planning Insights, LLC For Planning Services As City Planner For The City Of Huber Heights, Ohio For The Time Period Of January 1, 2023 Through December 31, 2023.
(first reading)
- O. A Resolution Amending A Lease Agreement With The Huber Heights Softball Baseball Association For The Use Of Sports Fields At Thomas Cloud Park And Monita Field Park.
(first reading)
- P. A Resolution Authorizing The City Manager To Enter Into A Five-Year Copier Lease Agreement With ProSource Corporation And Waiving The Competitive Bidding Procedures.
(first reading)
- Q. A Resolution To Increase The Not To Exceed Contract Amount And Authorizing The City Manager To Enter Into A Contract Modification With Veolia Water Contract Operations USA, Inc. For Fiscal Year 2023.
(first reading)

- R. A Resolution Authorizing The City Manager To Enter Into Necessary Agreements And Make Necessary Purchases Of Goods And Services With Certain Vendors And Suppliers For The Purchase, Maintenance And Service Of Equipment, Professional Services, And Miscellaneous Operating Expenses By Various Departments And Divisions Of The City Of Huber Heights For Fiscal Year 2023 And Waiving The Competitive Bidding Requirements.
(first reading)
- S. A Resolution Authorizing The City Manager To Purchase Various Goods And Services Required For The Ongoing Needs Of The Public Works Division For Fiscal Year 2023 And Waiving The Competitive Bidding Requirements.
(first reading)

12. **City Official Reports and Comments**

13. **Executive Session**

14. **Adjournment**

AI-8743

Minutes A.

City Council Meeting

Meeting Date: 11/14/2022

Approval of Minutes - 10/24/22

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/ N/A

Resolution No.:

Agenda Item Description or Legislation Title

City Council Meeting Minutes - October 24, 2022

Purpose and Background

Approval of the minutes from the October 24, 2022 City Council Meeting.

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.

Attachments

Minutes

1. Call The Meeting To Order - Mayor Jeff Gore

The Huber Heights City Council met in a Regular Session on October 24, 2022.
Mayor Jeff Gore called the meeting to order at 6:02 p.m.

2. Invocation - Pastor Festus Rucigitaramo Of The Dayton Compassion Church At 6875 Old Troy Pike, Huber Heights, Ohio

3. Flag Ceremony - Wayne High School Junior ROTC Honor Guard

4. Pledge Of Allegiance

5. Roll Call

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

6. Approval Of Minutes

- A. City Council Meeting Minutes - October 10, 2022

7. Special Presentations/Announcements

- A. A Resolution Changing The Name Of Falls Creek Park To Philipps Park In Honor Of Dennis “Denny” Philipps, Jr.
(first reading)

Interim City Manager Bryan Chodkowski said this legislation is brought forth at the recommendation of the Parks and Recreation Board as well as representatives of this body to honor Mr. Dennis Philipps. He said Mr. Philipps was a resident of the City of Huber Heights and this park renaming is to commemorate him for his efforts in support of this community.

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

Mr. Shaw moved to adopt; Mrs. Byrge 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.

- B. An Ordinance Amending Section 943.04 – Park Facilities Of Part Nine, Streets And Public Services Code, Of The City Code Of Huber Heights.
(first reading)

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

Mr. Shaw moved to waive the second reading; 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.

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.

C. Philipps Park Memorial Designation Proclamation Presentation - Mayor Jeff Gore

Mayor Gore said he met Denny Philipps when they were both working as substitute teachers in Mad River. He said Denny Philipps had a real big heart for the City. He read the proclamation and presented the proclamation to the family members of Dennis Philipps.

D. Big Brothers Big Sisters Miami Valley Presentation - Mr. Chris Mackey, Community Impact And Engagement Manager, Big Brothers Big Sisters Miami Valley

Mr. Chris Mackey said Big Brothers Big Sisters Miami Valley is a non-profit mentoring organization that serves approximately 500 youth in Montgomery, Miami, Greene, and Preble Counties. He asked Council to think about the people in their lives who served as mentors and role models and got them where they are today. He said that mentoring is what Big Brothers Big Sisters is all about. He gave a presentation on the organization's mission and programs. He said this organization is an opportunity for community members to get involved, make a difference in the larger community, and to make a difference in the life of a young person. He said there are thirty young people on the wait list, three of whom are in Huber Heights. He said being a Big is a commitment, but it is only a commitment for a year of 4 to 8 hours a month.

Mr. Webb said he was at Coneys With A Cop today, and Officer Nick Lambert was handing out information on Big Brothers Big Sisters.

At Mrs. Kitchen's request, Mr. Mackey explained the screening and matching process for Big Brother Big Sisters.

Mrs. Byrge asked Mr. Mackey to explain that this involvement is not a financial commitment.

Mr. Mackey said with some activities, the family or the Big will pay for something. He said the organization works with businesses for discounts, and it recommends the Bigs engage in no cost or low cost activities. He said the organization is asking for a commitment of time.

E. Citizens For Sinclair Presentation - Mr. Zack Beck And Ms. Madeline Iseli, Citizens For Sinclair

Ms. Madeline Iseli, Citizens For Sinclair, said Sinclair has been around for 135 years, and 16 of those years have been in partnership with the Huber Heights YMCA. She thanked Mr. Chodkowski and said he and she had great conversations pre-pandemic about economic development plans for the City and how Sinclair can help with the education and training for the jobs the City is looking to attract. She introduced Dr. Zachary Beck who serves as the Chief Development Officer at Sinclair but is now managing the campaign for Citizens for Sinclair. She said he is a 2009 graduate of Wayne High School.

Mr. Beck said he was first in Council Chambers as a Cub Scout while touring with the Police Division and he talked about his appreciation of Huber Heights. He presented information on Sinclair's impact on the City, and information regarding Sinclair. He said 90 percent of Sinclair graduates remain in the Southwest Ohio area. He talked about Sinclair's programs and degrees. He discussed Issue 10. He said Sinclair has zero debt. He discussed the two levies, A and B, and said these levies make up one-third of Sinclair's operating costs. He said Sinclair has had a levy in place for 56 years. He explained the levy and he said there is no increase in taxes, it is a straight renewal. He said thousands of students have their lives changed every year through Sinclair.

8. Citizens Comments

Mr. Paul Schaeffer said he encourages residents to become more informed and take opportunities like this one to share their feelings, hopes, concerns and complaints with the City representatives. He thanked the Councilmembers for the transparency with which the City operates and for the available information and public meetings. He said the Comprehensive Development Plan should be fundamental guidance for the City and closely followed. He said he is concerned about rezoning and the current attempts to modify the business types allowable on zoned property. He said he cannot help but be concerned about the unintended consequences of such actions. He said he is concerned about the mix of residential communities and the impact zoning has on property values. He said he feels the voices of citizens often get drowned out by the more affluent and influential stakeholders. He listed many more concerns, including some regarding expenses and expenditures. He thanked Council for listening.

9. Citizens Registered to Speak on Agenda Items

There were no citizens registered to speak on agenda items.

10. City Manager Report

Mr. Chodkowski said the Public Works Division has been working over at the Huber Heights Senior Center to make improvements to the facility and that work was completed last week. He said the City parks have been winterized and this weekend is the last weekend available for shelter reservations. He said the 2022 City Curb Replacement and Street Program concluded last week. He said the leaf pickup program begins next week. He said Trick or Treat will be on October 31, 2022 from 6:00 p.m. to 8:00 p.m. He said the City will unveil its draft of the Comprehensive Development Plan on November 10, 2022 at an event hosted by the Yard Group at The Barn at The Heights. He said more details will be available on the City's website and social media.

Mrs. Byrge encouraged residents to go online to fill out the next questionnaire that was presented for the Comprehensive Development Plan.

Mrs. Kitchen asked if the water study report was available yet.

Mr. Chodkowski said the draft water study report has been received and is under review by the City Engineer. He said he will have a summary briefing next Monday on what the water study report entails and he should have something in more detail for Council at the first meeting in November, 2022.

11. Pending Business

- A. An Ordinance Amending Section 922.27 Of The Codified Ordinances Of Huber Heights By Increasing The Monthly And/Or Annual Stormwater Sewer Rate Beginning January 1, 2023.
(second reading)

Mr. Chodkowski said this legislation will increase the stormwater sewer fee from \$2.00 to \$3.50. He said this increase allows the City to continue to comply with provisions of the National Stormwater Pollution Elimination Permit System. He asked that Council act on this item tonight so City Staff will have access to the additional resources.

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

Mr. Campbell moved to adopt; Mr. Shaw seconded the motion.

Mr. Lyons said Mr. Schaeffer had asked about his position on this increase and the reason he was voting no. He said he has not made his position public, but he has shared it with some privately. He said he never considered voting for this item because of the money in the Water Fund currently. He said it is a living, breathing fund, so it changes daily. He said when he asked the Finance Director in the last Council Work Session how much money was in the Water Fund, Mr. Bell said approximately \$3 million. He said in looking for a more accurate number, the 2021 CAFR indicated \$9,292,181 in the Water Fund. He said he thinks it is an excellent program and it is due for an increase. He said he has been fine with the CPI as well. He said it is a fair and equitable way of keeping the costs at what the costs should be. He said he cannot vote for this item because there is more than enough money to fund these projects through the Water Fund.

Mrs. Byrge asked Mr. Lyons if he contacted Mr. Bell to ask what that discrepancy is. She said from the time the CAFR came out until now, there have been some expenditures. She said she would hope that Mr. Lyons would have sought an answer to a \$6 million discrepancy.

Mr. Lyons said he did not ask Mr. Bell. He said Jim Bell is an excellent Finance Director who has had award-winning audits with distinction from the Ohio Auditor of State. He said Jim Bell could be on a five-day drunken binge and not lose \$6 million, and that is why he did not seek answers.

Mayor Gore said none of the Councilmembers believe Jim Bell has ever been on a five-day drunken binge.

Mr. Lyons said he personally does not know. He would not say yes or no, but as long as Mr. Bell does a great job with the Finance Department, he is fine with what he does in his private life.

On a call of the vote, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; Mr. Otto, Mr. Lyons, and Mrs. Kitchen voted nay. The motion passes 5-3.

12. New Business

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

- A. A Motion To Appoint Skyler Rader To The Arts And Beautification Commission For A Term Ending June 30, 2025.

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

Mr. Webb moved to adopt; Mrs. Kitchen 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.

- B. A Motion To Appoint Yog Singhal To The Citizens Water And Sewer Advisory Board For A Term Ending January 1, 2024.

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

Ms. Baker moved to adopt; Mr. Otto 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.

- C. A Resolution Authorizing The City Manager To Enter Into A Contract With The Montgomery County Public Defender Commission To Provide Statutorily Required Legal Counsel To Indigent Persons For Fiscal Year 2023.
(first reading)

Clerk of Council Anthony Rodgers said this item is the standard contract that comes up each year to have these services available for Montgomery County.

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

- D. A Resolution Authorizing The City Manager To Enter Into A Contract With The Miami County Public Defender Commission To Provide Statutorily Required Legal Counsel To Indigent Persons For Fiscal Year 2023.
(first reading)

Mr. Rodgers said this item is the same as the previous legislation but for Miami County.

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

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

ADMINISTRATION

Bryan Chodkowski, Interim City Manager

- E. An Ordinance Amending Ordinance No. 2021-O-2511 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2022 And Ending December 31, 2022.
(first reading)

Interim City Manager Bryan Chodkowski said this legislation includes funds sufficient to train City dispatchers on the new CAD system, funds for the Comprehensive Facility Management Plan as requested by Council, \$160,000 for improvements to the lockers at the Police Division (\$100,000.00 of which will be reimbursed by donation from an interested party), and funds to advance for the installation of four new bus shelters (80 percent of which will be reimbursed by grant from RTA).

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

Mr. Campbell moved to waive the second reading; Ms. Baker 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.

Mr. Otto 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.

- F. A Resolution Establishing The City Of Huber Heights Drinking Water Voucher Program And Declaring Said Program To Be A Public Purpose.
(first reading)

Mr. Chodkowski said this legislation is to adopt and implement the Water Voucher Program to ensure residents have potable drinking water available to them during water main breaks and repairs of water main breaks.

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

Mr. Otto moved to adopt; Mrs. Kitchen 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.

- G. An Ordinance Approving Individual Assessments Amounts And Directing The Director Of Finance Or His/Her Designee To Certify The Amounts To The Applicable County Auditor For Collection, And Declaring An Emergency.
(first reading)

Mr. Chodkowski said this legislation is recurring and is brought forth to present an opportunity to recover fees charged by the City for various services provided. He asked that Council adopt this item as an emergency measure to meet the filing deadlines.

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

Mr. Webb moved to waive the second reading; Mr. Campbell seconded the motion.

Mr. Shaw said there has been communication from Mr. Rodgers to obtain the County Auditor's presence in Council Chambers. He asked Mr. Rodgers if those efforts have brought any response.

Mr. Rodgers said there have been a number of discussions back and forth between him and various staff in the Montgomery County Auditor's Office. He said he has been told it is going to happen, but he thinks the election season has put a delay on that. He said he will continue to follow up.

Mr. Shaw said he would hope that in an election season the Montgomery County Auditor being summoned by a municipal Council would have been adhered to sooner rather than later, but that is one Councilmember's opinion.

Mayor Gore said he agreed. He said he has seen some of the emails back and forth and he does not think this is on the City's end. He said Mr. Rodgers has done about everything he can.

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.

Mrs. Kitchen moved to adopt; Mr. Webb 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.

- H. A Resolution Authorizing The City Manager To Solicit, Advertise And Receive Proposals From Qualified Firms For The Maintenance Of Properties, Mowing And Trimming Of Private Properties, And Abatement Of Nuisance Conditions On Private Properties Within The City Of Huber Heights For The Calendar Year 2023.
(first reading)

Mr. Chodkowski said this item is annual recurring legislation. He asked Council to adopt this legislation to ensure City Staff has sufficient resources to address nuisance abatement issues.

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

Mrs. Byrge moved to adopt; Mr. Otto 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.

- I. A Resolution To Increase The Not To Exceed Amount For The Purpose Of Turf Installation Services For The Rose Music Center And The City Of Huber Heights With Greentech For Calendar Year 2022 And Waiving The Competitive Bidding Requirements.
(first reading)

Mr. Chodkowski said Greentech is a current vendor of the City's and as such has certain spending limits as a result of the additional work requested on the City's behalf to improve several of the City's facilities. He asked for this legislation to be adopted so the City could continue its relationship with Greentech through year end.

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

Mr. Campbell moved to adopt; Ms. Baker seconded the motion.

Mr. Otto asked Mr. Chodkowski to elaborate on the additional services.

Mr. Chodkowski said late this year, the City ran into some issues with respect to the Rose Music Center and the condition of the facility. He said there were problems with the sprinkler system. He said in an effort to respond to those conditions and make sure the facility was presentable, some additional sod work had to be done at that location. He said the City also made improvements at the Eichelberger Amphitheater and installed a playground. He said some of the restoration work did not take as well as hoped, and some sod had to be brought in, along with with over seeding. He said those measures were not originally anticipated within the scope of the work contracted with Greentech.

Mr. Otto said this is a four-year contract and the City is 30 percent over the not to exceed amount in the first year. He said he was wondering if this issue is an ongoing issue or a one-off issue.

Mr. Chodkowski said this is a one-off issue. He said City Staff were caught on some of the items that were thought to be under control. He said the restoration at the Eichelberger Amphitheater did not take, and the first go-round of repairs to the sprinkler system at the Rose Music Center did not respond to the problem the way it was thought. He said this issue is not something that will be ongoing.

Mr. Otto confirmed that in addition to the turf, sprinkler repairs were made as well. He said \$70,000.00 is quite a bit.

Mr. Chodkowski said those are all things that are no longer a concern at this point.

Mrs. Kitchen asked why the competitive bidding was being waived. She said if someone could come in cheaper than \$70,000, why would the City not look at that?

Mr. Chodkowski said in this instance, the total scope of the work was not \$70,000. He said this legislation is raising the limit on what the City can spend, but the City already has a contract with Greentech, and in this particular instance, the City wanted to work with Greentech because the company was already a contractor and aware of what was needed, and in light of the conditions City Staff were trying to correct, timeliness was of consideration. He said this expenditure is not \$70,000 of work that the City did not bid. He said there was already a cap of \$55,000.00 or \$50,000.00, and this cap is simply being extended for the difference.

Mrs. Kitchen asked if this item is something in the future that would go out to bid.

Mr. Chodkowski said every situation is different. He said in this instance, it is his understanding that Greentech bid on the contract work to begin with. He said the four-year contract was a contract the City sent out and solicited and Greentech was the best and lowest bidder. He said this legislation is to raise the cap.

Mr. Shaw said, at Mayor Gore's direction at a previous meeting and with the fact that he also has additional questions, it is his request to withdraw the first and second to the motion to adopt this legislation and pass this item on to another reading and another Council Work Session meeting to have additional discussion.

Mayor Gore said there is a motion to adopt with a second on the floor, and it has been requested to have that motion and the second withdrawn.

Mrs. Byrge clarified with Mayor Gore that this legislation is to increase the not to exceed amount for work already completed.

Mr. Campbell asked Mr. Chodkowski if City Staff have the time for this item to go back to a Council Work Session.

Mr. Chodkowski said City Staff would like to be in a position to pay its bills in a timely manner, but if it is the will of Council that this item be tabled, then this item will be tabled and discussed as appropriate based on the direction of Council.

Mr. Campbell asked if this item fails, then Council can do whatever at that point?

Mr. Rodgers said the item would have to be brought back in some other format, but it is going to have to be addressed in some manner sooner or later.

Mayor Gore said this item is a bill the City owes.

Mr. Campbell said he made the motion and he will stay with that motion and see what the outcome of the vote is.

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

- J. A Resolution Authorizing The City Manager To Solicit A Request For Proposals From Engineering Qualified Consulting Firms To Provide Engineering Design For The New Public Works Division Facility At Center Point 70 Boulevard.
(first reading)

Mr. Chodkowski said this item was brought forth so City Staff will have the direction to proceed with the next step of designing the new Public Works Division facility.

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

- K. A Resolution Authorizing The City Manager To Enter Into Contracts For Preparation Of Engineering Plans And Specifications For The Design Of The 2023 Water Main Replacement Program.
(first reading)

Mr. Chodkowski said this legislation is brought forth to ensure the engineering design work is done for the necessary linear feet of water main to be in a place to begin construction of the appropriate water main at the start of the 2023 season.

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

Mrs. Byrge moved to adopt; Ms. Baker seconded the motion.

Mrs. Kitchen asked if this legislation is looking at the four projects on board now plus possibly the seven that will all be done next year?

Mr. Chodkowski said he cannot say that all of these projects will be done next year.

He said there are the sections that have been engineered and awarded, and the City is just waiting on the pipe to arrive and those projects will be constructed in 2023. He said these projects will be engineered based on the resources available through the 2023 City Budget. He said if it is four streets that the City is able to award and those projects can be done in 2023, the streets will be done in 2023. He said if it is five, then it will be five, or if it is two, it will be two. He said the remaining engineering design work will be available to help bid that work for what would have been for 2024.

Mrs. Kitchen asked if the piping was ordered for the seven projects? She said Mr. Chodkowski had said something about pre-ordering the piping, so if the projects are approved, the City will be ready to get those streets done next year.

Mr. Chodkowski said City Staff has discussed ordering the pipe in advance, but the pipe has not been ordered, as of yet that he is aware of. He said as it gets closer to design, the pipe will be ordered for those water mains that will be replaced. He said City Staff had ordered the water main pipe in advance for this year. He said City Staff is looking to try and get as early into the construction season in a particular budget year as can be done.

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.

- L. A Resolution Authorizing The City Manager To Enter Into And Execute Contracts With The Director Of Transportation To Remove And Replace Guardrail Type A Anchor Assemblies On State Route 4 And State Route 235.
(first reading)

Mr. Chodkowski said this legislation is brought forth to authorize the Ohio Department of Transportation (ODOT) to make certain guardrail repairs within the City of Huber Heights.

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

Mrs. Byrge moved to adopt; Ms. Baker seconded the motion.

Mr. Lyons clarified with Mr. Chodkowski that this project is 100 percent funded by ODOT.

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 Award A Contract For The Installation Of Bus Shelters At Four Different Locations.
(first reading)

Mr. Chodkowski said this legislation is brought forth to authorize the award of contract to install the four RTA bus shelters.

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

Mrs. Byrge moved to adopt; Mrs. Kitchen seconded the motion.

Mr. Shaw thanked the Mayor and the Interim City Manager for the productive conversation regarding some of the enhancements to the bus shelters and the possibility of additional lighting mechanisms at the bus shelters for the residents and youth.

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, Advertise And Receive Bids From Qualified Firms For The East Sanitary Sewer Extension Project.
(first reading)

Mr. Chodkowski said this legislation provides the opportunity to begin the process of the East Sanitary Sewer Extension Project which will provide service to the eastern portion of the City from Center Point 70 down to the Fairborn Wastewater Treatment Plant.

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

Ms. Baker 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.

13. City Official Reports and Comments

14. Executive Session

There was no need for an Executive Session.

15. Adjournment

Mayor Gore adjourned the Regular Session City Council Meeting at 7:10 p.m.

Clerk of Council

Date

Mayor

Date

AI-8785

Special Presentations/Announcements A.

City Council Meeting

City Council

Meeting Date: 11/14/2022

Mayoral Proclamation Presentation - Don Stewart

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.:**

Agenda Item Description or Legislation Title

Mayoral Proclamation Presentation To Mr. Don Stewart - Mayor Jeff Gore

Purpose and Background

Mayor Jeff Gore will present a proclamation to Mr. Don Stewart to acknowledge his long-term contributions and service to the Huber Heights community, including Mr. Stewart's many years of dedicated service on the Board of Zoning Appeals.

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

Proclamation



City of Huber Heights Mayoral Proclamation

SPECIAL RECOGNITION FOR SIGNIFICANT ACHIEVEMENT

WHEREAS, the City of Huber Heights wishes to express its sincere appreciation for the dedicated and distinguished lifelong service of Mr. Don Stewart; and

WHEREAS, Don Stewart served on the Board of Zoning Appeals from February, 2010 through June, 2022; and

WHEREAS, Don Stewart is a veteran of the United States Air Force and has been involved in a wide array of community organizations, including the Wright-Patterson AFB Fisher House, the Wright-Patterson AFB Mentoring Program, the Military Spouses Assistance Program, AMVETS, the American Legion, Masonic Masonry, and the Shriner's Organization; and

WHEREAS, the City of Huber Heights wishes to acknowledge Don Stewart for his invaluable contributions resulting in substantial and significant improvements to the City, the provision of City services, and the quality of life in Huber Heights.

NOW, THEREFORE, I, Jeff Gore, Mayor of the City of Huber Heights, Ohio do hereby extend our very best wishes to:

Mr. Don Stewart

BE IT FURTHER RESOLVED, that this recognition is sealed by presenting to this honored individual a City of Huber Heights coin as a token of our esteem.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Huber Heights to be affixed this fourteenth day of November in the Year of Our Lord, Two Thousand and Twenty-Two.

JEFF GORE
MAYOR

AI-8763

Special Presentations/Announcements B.

City Council Meeting

City Council

Meeting Date: 11/14/2022

Small Business Saturday Proclamation 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.: N/A

Agenda Item Description or Legislation Title

2022 Small Business Saturday Mayoral Proclamation Presentation To Representatives Of The Huber Heights Chamber Of Commerce - Mayor Jeff Gore

Purpose and Background

Mayor Gore will be presenting a mayoral proclamation to designate November 26, 2022 as Small Business Saturday in Huber Heights to representatives of the Huber Heights Chamber of Commerce.

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

Proclamation



City of Huber Heights Small Business Saturday Mayoral Proclamation

WHEREAS, the City of Huber Heights, Ohio celebrates its local small businesses and the contributions these businesses make to the local economy and community. According to the United States Small Business Administration, there are currently 32.5 million small businesses in the United States which represent 99.7 percent of all businesses with paid employees in the United States, and are responsible for 62 percent of net new jobs created from 1995; and

WHEREAS, small businesses employ 46.8 percent of the employees in the private sector in the United States; and

WHEREAS, 79 percent of consumers who shop on Small Business Saturday understand the importance of supporting the small, independently owned businesses and agree that small businesses are essential to their community; and

WHEREAS, 70 percent of consumers who shopped on Small Business Saturday reported the day makes them want to encourage others to Shop Small at independently owned retailers, and 66 percent of consumers reported the day makes them want to shop or eat at small, independently owned businesses all year long; and

WHEREAS, 58 percent of shoppers reported they shopped online with a small business, and 54 percent reported they dined in or ordered takeout from a small, independently owned restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, Huber Heights, Ohio supports its local businesses that create jobs, boost the local economy, and preserve communities; and

WHEREAS, advocacy groups, as well as public and private organizations across the country, have endorsed the Saturday after Thanksgiving Day as Small Business Saturday; and

WHEREAS, the City urges the residents of the community and communities across the country to support small businesses and merchants on Small Business Saturday and throughout the year.

NOW, THEREFORE, I, Jeff Gore, Mayor of the City of Huber Heights, Ohio do hereby proclaim November 26, 2022, in the City of Huber Heights as:

Small Business Saturday

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Huber Heights to be affixed this fourteenth day of November in the Year of Our Lord, Two Thousand and Twenty-Two.

JEFF GORE
MAYOR

AI-8780

**New Business A.
City Council**

City Council Meeting

Meeting Date: 11/14/2022

Citizens Water and Sewer Board Reappointments - S. Brewer/S. Robinson

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/07/2022

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

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

Agenda Item Description or Legislation Title

A Motion To Reappoint Seth Brewer And Samuel Robinson To The Citizens Water And Sewer Advisory Board For A Term Ending January 1, 2026.

Purpose and Background

City Staff recommend the reappointment of Seth Brewer and Samuel Robinson to the Citizens Water and Sewer Advisory Board for a term ending January 1, 2026. The current terms expire on January 1, 2023.

An updated background check was not completed for Mr. Brewer due to the recent nature of his initial appointment with a previously completed background check. An updated background check was completed on Mr. Robinson by Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-8781

New Business B.

City Council Meeting

City Council

Meeting Date: 11/14/2022

Culture and Diversity Citizen Action Commission Reappointments - J. Newby/T. Purvis

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/07/2022

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

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

Agenda Item Description or Legislation Title

A Motion To Reappoint Jean Newby And Tara Purvis To The Culture and Diversity Citizen Action Commission For A Term Ending December 31, 2025.

Purpose and Background

City Staff recommend the reappointment of Jean Newby and Tara Purvis to the Culture and Diversity Citizen Action Commission for a term ending December 31, 2025. The current terms expire on December 31, 2022.

Updated background checks were not completed for Ms. Newby and Ms. Purvis due to the recent nature of their initial appointments with a previously completed background check.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-8782

**New Business C.
City Council**

City Council Meeting

Meeting Date: 11/14/2022

Military and Veterans Commission Reappointments - K. Lasley/D. Plewe

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/07/2022

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

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

Agenda Item Description or Legislation Title

A Motion To Reappoint Keesan Lasley And Danna Plewe To The Military And Veterans Commission For A Term Ending December 31, 2025.

Purpose and Background

City Staff recommend the reappointment of Keesan Lasley and Danna Plewe to the Military and Veterans Commission for a term ending December 31, 2025. The current terms expire on December 31, 2022.

Updated background checks were not completed for Mr. Lasley or Ms. Plewe due to the recent nature of their initial appointments with a previously completed background check.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-8783

New Business D.

City Council Meeting

City Council

Meeting Date: 11/14/2022

Property Maintenance Review Board Reappointments - L. Gray/J. Roberts/R. Winkler

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/07/2022

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

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

Agenda Item Description or Legislation Title

A Motion To Reappoint Leona Gray, John Roberts, And Richard Winkler To The Property Maintenance Review Board For A Term Ending December 31, 2025.

Purpose and Background

City Staff recommend the reappointment of Leona Gray, John Roberts, and Richard Winkler to the Property Maintenance Review Board for a term ending December 31, 2025. Their current term expires on December 31, 2022.

Updated background checks for Ms. Gray, Mr. Roberts, and Mr. Winkler have been completed or are in process with Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-8784

**New Business E.
City Council**

City Council Meeting

Meeting Date: 11/14/2022

2023 Council Work Session/City Council Meeting Schedules

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/07/2022

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

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

Agenda Item Description or Legislation Title

A Motion To Approve The 2023 Council Work Session And City Council Meeting Schedules.

Purpose and Background

City Council must approve the 2023 Council Work Session and City Council Meeting Schedules (see attached).

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

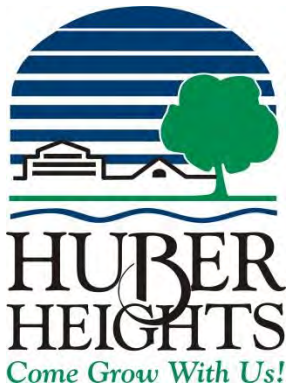
Funds Available in Current Budget? (Yes/No): N/A

Financial Implications:

Attachments

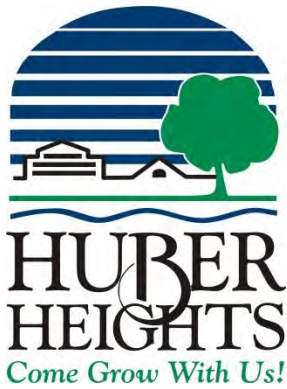
2023 Council Work Session Meeting Schedule

2023 City Council Meeting Schedule



2023 HUBER HEIGHTS CITY COUNCIL WORK SESSION SCHEDULE

| Meeting Date | Meeting Time | Location |
|-------------------------------|--------------|------------------------------|
| January 3, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| January 17, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| February 7, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| February 21, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| March 7, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| March 21, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| April 4, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| April 18, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| May 2, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| May 16, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| June 6, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| June 20, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| July 5, 2023 Wednesday | 6:00 PM | City Hall – Council Chambers |
| July 18, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| August 8, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| August 22, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| September 5, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| September 19, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| October 3, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| October 17, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| November 8, 2023 Wednesday | 6:00 PM | City Hall – Council Chambers |
| November 21, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |
| December 5, 2023 Tuesday | 6:00 PM | City Hall – Council Chambers |



2023 HUBER HEIGHTS CITY COUNCIL MEETING SCHEDULE

| Meeting Date | Meeting Time | Location |
|------------------------------|--------------|---------------------------------|
| January 9, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| January 23, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| February 13, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| February 27, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| March 13, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| March 27, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| April 10, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| April 24, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| May 8, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| May 22, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| June 12, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| June 26, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| July 10, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| July 24, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| August 14, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| August 28, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| September 11, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| September 25, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| October 9, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| October 23, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| November 13, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| November 27, 2023 Monday | 6:00 PM | City Hall – Council Chambers |
| December 11, 2023 Monday | 6:00 PM | City Hall – Council Chambers |

City Council Meeting

Liquor Permit #1233496 - Cape Lounge - 5130 Brandt Pike

Submitted By: Anthony Rodgers

Department: City Council

| Type of | Transfer |
|---------|----------|
|---------|----------|

Liquor Permit:

Motion/Ordinance/

Resolution No.:

New Business F.
City Council

Agenda Item Description

A Motion To Direct The Clerk Of Council To Respond To The Ohio Division Of Liquor Control With No Objections In Reference To Transfer Of Liquor Permit #41422500005 For Madge C. Inman Estate At 5130 Brandt Pike, Huber Heights, Ohio, 45424 To Liquor Permit #1233496 For Cape Lounge, Inc. DBA Cape Lounge At 5130 Brandt Pike, Huber Heights, Ohio 45424.

Review and Comments - Police Division

The Police Division has no objections to the transfer of this liquor permit.

Review and Comments - Fire Division

The Fire Division has no objections to the transfer of this liquor permit.

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

Memorandum - Fire Division

Liquor Permit



Huber Heights Fire Division

TO: Anthony Rodgers, Clerk of Council

FROM: Keith Knisley, Fire Chief

DATE: 10/26/2022

RE: Liquor Permit #1233496

I am writing to inform you that there are no outstanding Fire Code Violations for the Cape Lounge at 5130 Brandt Pike.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

| | | | | |
|----------------|-----|------|-------------|--|
| 1233496 | | TRFO | | CAPE LOUNGE INC DBA CAPE LOUNGE 5130 BRANDT PIKE W/END HUBER HEIGHTS OHIO 45424 |
| PERMIT NUMBER | | TYPE | | |
| 06 | 01 | 2021 | | |
| ISSUE DATE | | | | |
| 10 | 18 | 2022 | | |
| FILING DATE | | | | |
| D1 | D2 | D3 | D3A D6 | |
| PERMIT CLASSES | | | | |
| 57 | 083 | A | F28600 | |
| TAX DISTRICT | | | RECEIPT NO. | |

FROM 10/20/2022

| | | | | |
|----------------|-----|------|-------------|--|
| 41422500005 | | | | MADGE C INMAN ESTATE PATTYE LEIBOLD ADMINISTRATOR 5130 BRANDT PIKE W/END HUBER HEIGHTS OHIO 45424 |
| PERMIT NUMBER | | TYPE | | |
| 06 | 01 | 2021 | | |
| ISSUE DATE | | | | |
| 10 | 18 | 2022 | | |
| FILING DATE | | | | |
| D1 | D2 | D3 | D3A D6 | |
| PERMIT CLASSES | | | | |
| 57 | 083 | | | |
| TAX DISTRICT | | | RECEIPT NO. | |



MAILED 10/20/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/21/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A TRFO 1233496**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF HUBER HGTS CITY COUNCIL
6131 TAYLORSVILLE RD
HUBER HGTS OHIO 45424

AI-8779

City Council Meeting

Meeting Date: 11/14/2022

Liquor Permit #3079899 - Marathon - 7851 Old Troy Pike

Submitted By: Anthony Rodgers

Department: City Council

Type of New

Liquor Permit:

Motion/Ordinance/

Resolution No.:

**New Business G.
City Council**

Agenda Item Description

A Motion To Direct The Clerk Of Council To Respond To The Ohio Division Of Liquor Control With No Objections In Reference To New Liquor Permit #3079899 For Gavin Quick Stop, LLC DBA Marathon 7851 At 7851 Old Troy Pike, Huber Heights, Ohio, 45424.

Review and Comments - Police Division

The Police Division has no objections to this liquor permit.

Review and Comments - Fire Division

The Fire Division has no objections to this liquor permit.

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

Liquor Permit

Memorandum - Fire Division

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

| | | | | |
|----------------|-----|-------------|--------|--|
| 3079899 | | NEW | | Gavin Quick Stop LLC DBA Marathon 7851 7851 Old Troy Pike Huber HGTS OH 45424 |
| PERMIT NUMBER | | TYPE | | |
| ISSUE DATE | | | | |
| 10 14 2022 | | | | |
| FILING DATE | | | | |
| C1 C2 | | | | |
| PERMIT CLASSES | | | | |
| 57 | 083 | A | D59010 | |
| TAX DISTRICT | | RECEIPT NO. | | |

FROM

10/20/2022

| | | | |
|----------------|--|-------------|--|
| PERMIT NUMBER | | TYPE | |
| ISSUE DATE | | | |
| FILING DATE | | | |
| PERMIT CLASSES | | | |
| TAX DISTRICT | | RECEIPT NO. | |

MAILED 10/20/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

11/21/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☒ Clerk of City Council

☐ Township Fiscal Officer

Clerk of Huber
HGTS City Council
6131 Taylorsville Rd
Huber HGTS, OH 45424



Huber Heights Fire Division

TO: Anthony Rodgers, Clerk of Council

FROM: Keith Knisley, Fire Chief

DATE: 11/3/2022

RE: Liquor Permit # 3079899

I am writing to inform you that there are no outstanding Fire Code Violations for the Marathon Station located at 7851 Old Troy Pike.

AI-8786

**New Business H.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

2023 City Employee Health Insurance

Submitted By: Katie Knisley

Department: Human Resources

Council Committee Review?: Council **Date(s) of Committee Review:** 11/07/2022
Work
Session

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The Purchase Of Employee Health Insurance Services For The City Of Huber Heights For The Fiscal Year 2023 And Waiving The Competitive Bidding Requirements.
(first reading)

Purpose and Background

The City currently provides medical, dental, vision and life insurance to all eligible employees of the City of Huber Heights. Renewal for health insurance is January 1, 2023. City Staff have worked with Marsh & McLennan Agency, the City's insurance agent, on the renewal process which is now complete. This legislation will authorize the City Manager to enter into agreements to purchase insurance from Aetna for medical, dental and vision, and One America for life insurance for City of Huber Heights employees for the 2023 calendar year and allow for the contributions to be made to employees' Health Savings Accounts and Health Reimbursement Accounts for the 2023 calendar year.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$3,700,000

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

The 2023 employee health insurance benefits includes medical, dental, vision and life insurance and will be budgeted for in the 2023 City Budget.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2022-R-

AUTHORIZING THE PURCHASE OF EMPLOYEE HEALTH INSURANCE SERVICES FOR THE CITY OF HUBER HEIGHTS FOR THE FISCAL YEAR 2023 AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

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

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

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

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

Section 2. The City Manager is authorized to enter into an agreement with Aetna for the City's group Medical Plan for the Fiscal Year 2023.

Section 3. The City Manager is authorized to enter into an agreement with Aetna for Fiscal Year 2023 dental and vision insurance benefits and One America for Fiscal Year 2023 life insurance benefits.

Section 4. The cost for the provision of such insurance benefits for the Fiscal Year 2023 shall not exceed \$3,700,000.00 without additional authorization by City Council.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-8776

**New Business I.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

Supplemental Appropriations

Submitted By: Jim Bell

Department: Finance **Division:** Accounting

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/07/2022

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

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

Agenda Item Description or Legislation Title

An Ordinance Amending Ordinance No. 2021-O-2511 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2022 And Ending December 31, 2022.
(first reading)

Purpose and Background

The supplemental appropriations are for the following purposes:

- \$25,000 move from Tax personnel expenses to Tax operations expense for two temporary employees.
- \$10,000 for Radio IP licenses for the new CAD/RMS software.

Fiscal Impact

Source of Funds: General Fund

Cost: \$10,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2022-O-

AMENDING ORDINANCE NO. 2021-O-2511 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2022 operating and project funding.

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

Section 1. Ordinance No. 2021-O-2511 is hereby amended as shown in Exhibit A of this Ordinance.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

AMENDING ORDINANCE NO. 2021-O-2511 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.

- 1) Section 1 of Ordinance No. 2021-O-2511 is hereby amended to reflect changes in the appropriations of the 101 General Fund, as follows:
 - a. Subsection l) Taxation, Personnel decrease of \$25,000.00
 - b. Subsection l) Taxation, Operations and Capital increase of \$25,000.00
 - c. Subsection n) Information Technology, Operations and Capital increase of \$10,000.00

| | |
|--------------|-------------|
| General Fund | \$10,000.00 |
|--------------|-------------|

AI-8777

**New Business J.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

2023 City Budget

Submitted By: Jim Bell

Department: Finance

Council Committee Review?: Council
Work
Session

Division:

Accounting

Date(s) of Committee Review: 10/18/2022 and
11/07/2022

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

An Ordinance For Making Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2023 And Ending December 31, 2023.
(first reading)

Purpose and Background

The second draft of the 2023 City Budget is included. The 2023 City Budget for the General Fund and Local Street Operating Fund are balanced. The Police Fund, Fire Fund, and Parks and Recreation Fund are structurally balanced (current carryover fund balances cover any excess spending in 2023). The second draft of the 2023 City Budget totals \$103,998,498 for all funds. The 2023 General Fund Budget totals \$16,120,589.

The proposed 2023 City Budget ordinance is attached as well as the 2023 Expenditure Budget summary and history of expenses for each fund. Also attached are the detailed revenue estimates for 2022 and 2023, in addition to actual revenues for previous years for each fund.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

There is no fiscal impact on the current budget since this is the proposed 2022 Budget.

Attachments

2023 Revenue Budget Estimates

2023 Expense Budget Summary

Presentation

Ordinance

**ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS**

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|---------------------|----------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| GENERAL FUND | | | | | | | | | |
| 101.000.4100 | CITY INCOME TAX | \$6,501,639 | \$7,178,812 | \$7,075,647 | \$8,020,578 | \$7,794,532 | \$8,922,091 | 1,127,559 | 14.47% |
| 101.000.4201 | REAL PROPERTY TAX | \$796,572 | \$834,841 | \$830,077 | \$956,837 | \$1,081,304 | \$1,076,516 | (4,788) | -0.44% |
| 101.000.4202 | TANGIBLE PROPERTY TAX | \$0 | \$0 | \$0 | \$7 | \$0 | \$0 | - | --- |
| 101.000.4203 | PUBLIC UTILITY PROPERTY TAX | \$21,935 | \$23,238 | \$24,977 | \$25,409 | \$25,500 | \$25,500 | - | 0.00% |
| 101.000.4204 | TRAILER TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4209 | PAYMENT IN LIEU OF TAXES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4211 | HOTEL/MOTEL TAX | \$177,427 | \$223,628 | \$120,009 | \$200,111 | \$175,000 | \$265,000 | 90,000 | 51.43% |
| 101.000.4240 | CRA SERVICE PAYMENT - WATERSTONE | \$0 | \$51,617 | \$187,666 | \$187,666 | \$187,666 | \$187,666 | - | 0.00% |
| 101.000.4241 | CRA SERVICE PAYMENT - DANBURY | \$0 | \$0 | \$84,036 | \$136,220 | \$136,220 | \$149,476 | 13,256 | 9.73% |
| 101.000.4242 | CRA SERVICE PAYMENT - PARKVIEW | \$0 | \$0 | \$0 | \$0 | \$0 | \$92,500 | 92,500 | --- |
| 101.000.4243 | CRA SERVICE PAYMENT - REDWOOD | \$0 | \$0 | \$0 | \$0 | \$0 | \$93,333 | 93,333 | --- |
| | CRA SERVICE PAYMENT - DANBURY II | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4301 | LOCAL GOVERNMENT-STATE | \$0 | \$66,914 | \$147,108 | \$183,044 | \$168,000 | \$245,645 | 77,645 | 46.22% |
| 101.000.4305 | HOMESTEAD (ROLLBACK) | \$125,153 | \$125,195 | \$124,904 | \$141,111 | \$118,659 | \$139,700 | 21,041 | 17.73% |
| 101.000.4306 | 10M EXEMPT TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4307 | UTILITY DEREG REIMBURSEMENT | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4308 | LIQUOR PERMITS | \$39,456 | \$38,581 | \$7,505 | \$31,796 | \$25,000 | \$31,796 | 6,796 | 27.18% |
| 101.000.4309 | OTHER LICENSE/FEES | \$600 | \$0 | \$150 | \$0 | \$500 | \$500 | - | 0.00% |
| 101.000.4311 | LOCAL GOVERNMENT-COUNTY | \$440,284 | \$458,360 | \$457,956 | \$516,163 | \$475,000 | \$653,504 | 178,504 | 37.58% |
| 101.000.4314 | CIGARETTE TAX | \$1,291 | \$1,304 | \$487 | \$907 | \$1,300 | \$950 | (350) | -26.92% |
| 101.000.4315 | ESTATE TAX | \$10 | \$17 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4325 | RZEDB INTEREST REBATE | \$124,997 | \$118,879 | \$112,598 | \$105,566 | \$100,000 | \$89,351 | (10,649) | -10.65% |
| 101.000.4326 | LOCAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4327 | MONT. COUNTY LAND BANK GRANT | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4401 | WEED ASSESSMENTS | \$44,286 | \$21,335 | \$43,693 | \$19,263 | \$25,000 | \$30,000 | 5,000 | 20.00% |
| 101.000.4402 | PROPERTY MAINTENANCE ASSESSMENTS | \$0 | \$0 | \$1,594 | \$0 | \$1,200 | \$500 | (700) | -58.33% |
| 101.000.4491 | OTHER ASSESSMENTS | \$29,101 | \$16,787 | \$11,224 | \$14,180 | \$15,000 | \$20,000 | 5,000 | 33.33% |
| 101.000.4501 | DISPATCH FEES | \$370,900 | \$381,192 | \$389,665 | \$399,406 | \$409,392 | \$419,627 | 10,235 | 2.50% |
| 101.000.4502 | EMS FEES | \$1,239,273 | \$1,369,122 | \$1,366,027 | \$1,561,242 | \$1,400,000 | \$1,650,000 | 250,000 | 17.86% |
| 101.000.4503 | C & DD TIPPING FEE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4504 | FIRE INSPECTION PERMITS | \$125 | \$25 | \$25 | \$200 | \$200 | \$250 | 50 | 25.00% |
| 101.000.4505 | FALSE ALARM FEES | \$9,275 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4506 | CPR CLASS FEES | \$2,287 | \$2,125 | \$673 | \$1,605 | \$2,000 | \$2,000 | - | 0.00% |
| 101.000.4508 | NEIGHBORHOOD WATCH SIGN FEE | \$35 | \$0 | \$0 | \$0 | \$35 | \$0 | (35) | -100.00% |
| 101.000.4509 | CIVIL WEDDING FEES | \$1,550 | \$1,500 | \$900 | \$962 | \$1,000 | \$800 | (200) | -20.00% |
| 101.000.4513 | RENTAL FEES | \$41,912 | \$30,166 | \$29,106 | \$30,652 | \$29,106 | \$32,000 | 2,894 | 9.94% |
| 101.000.4590 | CONTRACT INSPECTION FEES | \$9,899 | \$13,957 | \$5,586 | \$1,859 | \$7,000 | \$9,000 | 2,000 | 28.57% |
| 101.000.4601 | ORDINANCE FINES | \$37,779 | \$36,997 | \$29,142 | \$32,787 | \$37,000 | \$37,000 | - | 0.00% |
| 101.000.4611 | CABLE FRANCHISE FEES | \$464,617 | \$468,961 | \$479,960 | \$476,243 | \$480,000 | \$480,000 | - | 0.00% |
| 101.000.4612 | DOG LICENSES | \$7,263 | \$7,660 | \$9,233 | \$7,101 | \$8,500 | \$7,500 | (1,000) | -11.76% |
| 101.000.4621 | ZONING FEES | \$95,121 | \$99,745 | \$69,229 | \$90,295 | \$85,000 | \$85,000 | - | 0.00% |
| 101.000.4622 | GRADING PERMITS | \$4,267 | \$6,837 | \$1,646 | \$3,005 | \$2,500 | \$3,500 | 1,000 | 40.00% |
| 101.000.4701 | INTEREST INCOME | \$481,583 | \$711,702 | \$533,679 | \$296,452 | \$207,516 | \$712,000 | 504,484 | 243.11% |
| 101.000.4820 | CITY ANNIVERSARY ITEMS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4830 | COMMISSIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4880 | LAND REUTILIZATION | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4881 | HUMANITARIAN RELIEF FUND | \$0 | \$7,180 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4882 | MILITARY HONOR BANNER PROGRAM | \$0 | \$1,320 | \$1,980 | \$2,475 | \$2,500 | \$1,000 | (1,500) | -60.00% |
| 101.000.4883 | VETERANS MEMORIAL PROJECT | \$0 | \$8,272 | \$0 | \$5,000 | \$5,000 | \$0 | (5,000) | -100.00% |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|-----------------------|---|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| 101.000.4890 | AUCTION PROCEEDS (moved to 4909 and 4910) | \$38,610 | \$14,754 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4891 | REFUNDS | \$79,572 | \$37,788 | \$882,232 | \$23,575 | \$25,000 | \$25,000 | - | 0.00% |
| 101.000.4892 | REIMBURSEMENTS | \$2,829 | \$2,503 | \$3,218 | \$1,947 | \$3,000 | \$3,000 | - | 0.00% |
| 101.000.4893 | DONATIONS | \$11,002 | \$5,000 | \$0 | \$2,350 | \$5,000 | \$5,000 | - | 0.00% |
| 101.000.4894 | COURT REIMBURSEMENTS | \$83,404 | \$44,266 | \$84,000 | \$71,400 | \$85,680 | \$89,142 | 3,462 | 4.04% |
| 101.000.4898 | UNCLAIMED MONEY | \$298 | \$655 | \$0 | \$0 | \$500 | \$500 | - | 0.00% |
| 101.000.4899 | MISCELLANEOUS REVENUE | \$3,120 | \$2,112 | \$1,397 | \$716 | \$2,000 | \$2,000 | - | 0.00% |
| 101.000.4906 | LEASE PROCEEDS | \$0 | \$0 | \$2,038,012 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4909 | SALE OF FIXED ASSETS - CAPITAL | \$1,265,943 | \$0 | \$8,030 | \$13,698 | \$20,000 | \$20,000 | - | 0.00% |
| 101.000.4910 | SALE OF FIXED ASSETS - NON-CAPITAL | \$0 | \$0 | \$376 | \$3,362 | \$5,000 | \$5,000 | - | 0.00% |
| 101.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$1,706 | \$0 | \$0 | \$0.00 | - | --- |
| 101.000.4913 | OP TRANS FROM DEBT SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$250,000 | \$0 | \$0 | \$0 | \$17,000 | \$1,417,000 | 1,400,000 | 8235.29% |
| 101.000.4923 | ADVANCES FROM DEBT SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$0 | \$153,750 | \$2,633,250 | \$0 | \$20,000 | \$20,000 | - | 0.00% |
| 101.000.4925 | ADVANCES FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4926 | ADVANCES FROM INTERNAL SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4927 | ADVANCES FROM TRUSTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.000.4928 | ADVANCES FROM AGENCY | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 101.330.4513 | RENTAL FEES | \$25 | \$1,655 | \$0 | \$1,900 | \$3,000 | \$3,000 | - | 0.00% |
| 101.330.4514 | FARMERS MARKET FEES | \$0 | \$0 | \$2,230 | \$3,735 | \$5,500 | \$5,700 | 200 | 3.64% |
| 101.330.4893 | DONATIONS | \$900 | \$2,350 | \$3,500 | \$8,425 | \$6,000 | \$6,000 | - | 0.00% |
| 101.700.4911 | OP TRANS FROM GENERAL FUND - TRANS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 101 | | \$12,804,338 | \$12,571,104 | \$17,804,433 | \$13,579,250 | \$13,204,310 | \$17,065,047 | 3,860,737 | 29.24% |
| | MOTOR VEHICLE | | | | | | | | |
| 202.000.4313 | VEHICLE LICENSE TAX | \$276,805 | \$279,898 | \$301,358 | \$346,330 | \$332,247 | \$346,330 | 14,083 | 4.24% |
| 202.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 202.000.4701 | INTEREST INCOME | \$3,517 | \$5,490 | \$4,891 | \$2,594 | \$2,400 | \$3,139 | 739 | 30.79% |
| 202.000.4891 | REFUNDS | \$1,197 | \$1,516 | \$3,000 | \$47 | \$1,000 | \$1,000 | - | 0.00% |
| 202.000.4892 | REIMBURSEMENTS | \$161 | \$738 | \$429 | \$175 | \$150 | \$150 | - | 0.00% |
| 202.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 202.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 202.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 202 | | \$281,680 | \$287,642 | \$309,678 | \$349,145 | \$335,797 | \$350,619 | 14,822 | 4.41% |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|--------------------------|------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| GASOLINE TAX | | | | | | | | | |
| 203.000.4302 | GASOLINE TAX | \$1,304,359 | \$1,615,490 | \$2,011,747 | \$2,148,864 | \$2,260,198 | \$2,155,864 | (104,334) | -4.62% |
| 203.000.4303 | MUNICIPAL CENTS PER GALLON | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 203.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 203.000.4322 | STATE GRANTS | \$0 | \$0 | \$40,000 | \$0 | \$0 | \$0 | - | --- |
| 203.000.4411 | SIDEWALK ASSESSMENTS | \$494 | \$364 | \$475 | \$353 | \$365 | \$365 | - | 0.00% |
| 203.000.4421 | STREET ASSESSMENTS | \$3,131 | \$2,398 | \$3,025 | \$2,335 | \$2,400 | \$2,400 | - | 0.00% |
| 203.000.4701 | INTEREST INCOME | \$19,938 | \$23,506 | \$27,247 | \$5,475 | \$7,800 | \$8,400 | 600 | 7.69% |
| 203.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 203.000.4891 | REFUNDS | \$3,306 | \$4,215 | \$8,480 | \$126 | \$3,500 | \$3,500 | - | 0.00% |
| 203.000.4892 | REIMBURSEMENTS | \$872 | \$2,169 | \$599 | \$485 | \$500 | \$500 | - | 0.00% |
| 203.000.4899 | MISCELLANEOUS REVENUE | \$4,553 | \$1,329 | \$1,442 | \$2,943 | \$2,000 | \$2,000 | - | 0.00% |
| 203.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 203.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 203.000.4912 | OP TRANS FROM SPECIAL REVENUE - TR | \$0 | \$0 | \$317 | \$0 | \$0 | \$0 | - | --- |
| 203.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$748,973 | \$1,039,144 | \$848,851 | \$487,175 | \$526,832 | \$526,832 | - | 0.00% |
| TOTAL FUND 203 | | \$2,085,627 | \$2,688,614 | \$2,942,182 | \$2,647,757 | \$2,803,595 | \$2,699,861 | (103,734) | -3.70% |
| LIGHTING DISTRICT | | | | | | | | | |
| 207.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 207.000.4431 | LIGHTING ASSESSMENTS | \$329,941 | \$330,039 | \$329,447 | \$327,617 | \$330,000 | \$335,000 | 5,000 | 1.52% |
| 207.000.4891 | REFUNDS | \$140 | \$123 | \$315 | \$4 | \$100 | \$100 | - | 0.00% |
| 207.000.4892 | REIMBURSEMENTS | \$6 | \$24 | \$11 | \$25 | \$8 | \$25 | 17 | 212.50% |
| TOTAL FUND 207 | | \$330,088 | \$330,187 | \$329,772 | \$327,646 | \$330,108 | \$335,125 | 5,017 | 1.52% |
| POLICE | | | | | | | | | |
| 209.000.4100 | CITY INCOME TAX | \$5,512,632 | \$6,084,083 | \$6,000,671 | \$6,805,879 | \$6,610,339 | \$7,570,860 | 960,521 | 14.53% |
| 209.000.4201 | REAL PROPERTY TAX | \$931,327 | \$979,061 | \$963,422 | \$968,144 | \$1,120,787 | \$1,124,917 | 4,130 | 0.37% |
| 209.000.4202 | TANGIBLE PROPERTY TAX | \$0 | \$0 | \$0 | \$26 | \$0 | \$0 | - | --- |
| 209.000.4203 | PUBLIC UTILITY PROPERTY TAX | \$80,531 | \$85,441 | \$91,852 | \$93,461 | \$94,000 | \$102,000 | 8,000 | 8.51% |
| 209.000.4204 | TRAILER TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4305 | HOMESTEAD (ROLLBACK) | \$140,507 | \$140,516 | \$139,516 | \$133,654 | \$138,500 | \$134,000 | (4,500) | -3.25% |
| 209.000.4306 | 10M EXEMPT TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4307 | UTILITY DEREG REIMBURSEMENT | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4321 | FEDERAL GRANTS | \$0 | \$2,833 | \$6,722 | \$4,433 | \$3,000 | \$3,000 | - | 0.00% |
| 209.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4324 | PRIVATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4512 | ACTIVITY FEES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4599 | OTHER CHARGES FOR SERVICES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4701 | INTEREST INCOME | \$196 | \$141 | \$98 | \$121 | \$100 | \$150 | 50 | 50.00% |
| 209.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4891 | REFUNDS | \$70,563 | \$88,391 | \$147,983 | \$17,077 | \$50,000 | \$50,000 | - | 0.00% |
| 209.000.4892 | REIMBURSEMENTS | \$35,498 | \$123,483 | \$153,066 | \$117,067 | \$90,000 | \$150,000 | 60,000 | 66.67% |
| 209.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4895 | SECURITY REIMBURSEMENTS | \$8,875 | \$3,747 | \$6,884 | \$742 | \$5,000 | \$6,000 | 1,000 | 20.00% |
| 209.000.4899 | MISCELLANEOUS REVENUE | \$424 | \$378 | \$256 | \$351 | \$400 | \$400 | - | 0.00% |
| 209.000.4906 | LEASE PROCEEDS | \$172,435 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4911 | OP TRANS FROM GENERAL FUND | \$800,000 | \$500,000 | \$700,000 | \$0 | \$769,000 | \$0 | (769,000) | -100.00% |
| 209.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$627,605 | \$0 | \$0 | \$0 | - | --- |
| 209.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 209 | | \$7,752,987 | \$8,008,073 | \$8,838,074 | \$8,140,956 | \$8,881,126 | \$9,141,327 | 260,201 | 2.93% |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|-------------------------|--------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| FIRE | | | | | | | | | |
| 210.000.4100 | CITY INCOME TAX | \$2,087,724 | \$2,301,837 | \$2,272,802 | \$2,581,429 | \$2,503,718 | \$2,871,581 | 367,863 | 14.69% |
| 210.000.4201 | REAL PROPERTY TAX | \$794,388 | \$834,433 | \$821,414 | \$825,465 | \$949,695 | \$952,826 | 3,131 | 0.33% |
| 210.000.4202 | TANGIBLE PROPERTY TAX | \$0 | \$0 | \$0 | \$20 | \$0 | \$0 | - | --- |
| 210.000.4203 | PUBLIC UTILITY PROPERTY TAX | \$62,814 | \$66,644 | \$71,644 | \$72,900 | \$73,500 | \$77,000 | 3,500 | 4.76% |
| 210.000.4204 | TRAILER TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4305 | HOMESTEAD (ROLLBACK) | \$120,589 | \$120,597 | \$119,738 | \$114,707 | \$119,500 | \$119,500 | - | 0.00% |
| 210.000.4306 | 10M EXEMPT TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4307 | UTILITY DEREG REIMBURSEMENT | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$2,747 | \$0 | \$2,500 | 2,500 | --- |
| 210.000.4324 | PRIVATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4330 | COVID-19 | \$0 | \$0 | \$34,322 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4513 | RENTAL FEES | \$1,644 | \$1,644 | \$1,644 | \$1,644 | \$1,644 | \$1,644 | - | 0.00% |
| 210.000.4701 | INTEREST INCOME | \$27 | \$54 | \$37 | \$46 | \$37 | \$37 | - | 0.00% |
| 210.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4891 | REFUNDS | \$62,909 | \$69,496 | \$138,496 | \$10,459 | \$60,000 | \$20,000 | (40,000) | -66.67% |
| 210.000.4892 | REIMBURSEMENTS | \$4,815 | \$3,404 | \$6,567 | \$3,893 | \$5,000 | \$5,000 | - | 0.00% |
| 210.000.4893 | DONATIONS | \$0 | \$1,750 | \$3,850 | \$100 | \$5,000 | \$5,000 | - | 0.00% |
| 210.000.4895 | SECURITY REIMBURSEMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$66 | \$0 | \$0 | - | --- |
| 210.000.4906 | LEASE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4911 | OP TRANS FROM GENERAL FUND | \$4,069,882 | \$3,800,000 | \$4,550,000 | \$3,500,000 | \$4,950,000 | \$4,950,000 | - | 0.00% |
| 210.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$41,289 | \$17,245 | \$1,458,404 | \$75,043 | \$0 | \$0 | - | --- |
| 210.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 210.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 210 | | \$7,246,081 | \$7,217,103 | \$9,478,918 | \$7,188,520 | \$8,668,094 | \$9,005,088 | 336,994 | 3.89% |
| DRUG ENFORCEMENT | | | | | | | | | |
| 211.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 211.000.4601 | ORDINANCE FINES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 211.000.4602 | FEDERAL FORFEITURES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 211.000.4603 | STATE FORFEITURES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 211.000.4604 | DRUG FINES | \$780 | \$1,109 | \$2,033 | \$1,366 | \$1,500 | \$1,500 | - | 0.00% |
| 211.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 211.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$2,001 | \$0 | \$0 | - | --- |
| 211.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 211 | | \$780 | \$1,109 | \$2,033 | \$3,367 | \$1,500 | \$1,500 | - | 0.00% |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|----------------------------------|------------------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| LAW ENFORCEMENT | | | | | | | | |
| 212.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 212.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 212.000.4601 | ORDINANCE FINES | \$1,053 | \$1,138 | \$3,235 | \$3,444 | \$3,000 | \$3,000 | - 0.00% |
| 212.000.4602 | FEDERAL FORFEITURES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| 212.000.4603 | STATE FORFEITURES | \$560 | \$14,438 | \$67,020 | \$15,335 | \$15,000 | \$15,000 | - 0.00% |
| 212.000.4605 | PARKING FINES | \$495 | \$2,815 | \$1,140 | \$1,190 | \$1,100 | \$1,100 | - 0.00% |
| 212.000.4890 | AUCTION PROCEEDS | \$11,706 | \$1,182 | \$0 | \$0 | \$0 | \$0 | - |
| 212.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| 212.000.4892 | REIMBURSEMENTS | \$2,251 | \$245 | \$39 | \$31 | \$1,000 | \$1,000 | - 0.00% |
| 212.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| 212.000.4899 | MISCELLANEOUS REVENUE | \$35 | \$140 | \$0 | \$105 | \$100 | \$100 | - 0.00% |
| 212.000.4909 | SALE OF FIXED ASSETS - CAPITAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| 212.000.4910 | SALE OF FIXED ASSETS - NON-CAPITAL | \$0 | \$0 | \$220 | \$450 | \$2,000 | \$500 | (1,500) -75.00% |
| TOTAL FUND 212 | | \$16,100 | \$19,958 | \$71,653 | \$20,555 | \$22,200 | \$20,700 | (1,500) -6.76% |
| STATE HIGHWAY MAINTENANCE | | | | | | | | |
| 214.000.4302 | GASOLINE TAX | \$105,759 | \$130,986 | \$163,115 | \$174,232 | \$183,259 | \$174,232 | (9,027) -4.93% |
| 214.000.4303 | MUNICIPAL CENTS PER GALLON | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| 214.000.4313 | VEHICLE LICENSE TAX | \$22,444 | \$22,694 | \$24,434 | \$28,081 | \$26,939 | \$28,081 | 1,142 4.24% |
| 214.000.4411 | SIDEWALK ASSESSMENTS | \$479 | \$484 | \$479 | \$486 | \$485 | \$485 | - 0.00% |
| 214.000.4421 | STREET ASSESSMENTS | \$3,060 | \$3,063 | \$3,060 | \$3,127 | \$3,127 | \$3,060 | (67) -2.14% |
| 214.000.4701 | INTEREST INCOME | \$2,893 | \$2,797 | \$2,412 | \$500 | \$780 | \$780 | - 0.00% |
| 214.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| 214.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$6 | \$0 | \$0 | - |
| 214.000.4906 | LEASE PROCEEDS | \$0 | \$0 | \$961,988 | \$0 | \$0 | \$0 | - |
| 214.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| TOTAL FUND 214 | | \$134,634 | \$160,023 | \$1,155,488 | \$206,432 | \$214,590 | \$206,638 | (7,952) -3.71% |
| COUNTY PERMISSIVE TAX | | | | | | | | |
| 216.000.4313 | VEHICLE LICENSE TAX | \$92,694 | \$92,573 | \$91,285 | \$97,698 | \$101,491 | \$97,698 | (3,793) -3.74% |
| 216.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| 216.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - |
| TOTAL FUND 216 | | \$92,694 | \$92,573 | \$91,285 | \$97,698 | \$101,491 | \$97,698 | (3,793) -3.74% |
| CITY PERMISSIVE TAX | | | | | | | | |
| 217.000.4313 | VEHICLE LICENSE TAX | \$245,997 | \$255,091 | \$262,720 | \$287,565 | \$300,132 | \$305,049 | 4,917 1.64% |
| TOTAL FUND 217 | | \$245,997 | \$255,091 | \$262,720 | \$287,565 | \$300,132 | \$305,049 | 4,917 1.64% |

| CITY OF HUBER HEIGHTS | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|-----------------------|------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| PARK & RECREATION | | | | | | | | | |
| 218.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4323 | COUNTY GRANTS | \$0 | \$24,974 | \$0 | \$0 | \$107,000 | \$80,000 | (27,000) | -25.23% |
| 218.000.4324 | PRIVATE GRANTS | \$0 | \$0 | \$0 | \$20,000 | \$0 | \$10,000 | 10,000 | --- |
| 218.000.4510 | POOL ADMISSIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4511 | POOL CONCESSIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4512 | ACTIVITY FEES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4513 | RENTAL FEES | \$12,363 | \$2,400 | \$15,391 | \$12,063 | \$14,400 | \$20,000 | 5,600 | 38.89% |
| 218.000.4800 | ARTS COMMITTEE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4802 | COMMUNITY THEATER | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4804 | SENIOR CITIZENS CENTER | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4808 | MISCELLANEOUS POOL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4809 | MISCELLANEOUS P&R REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4891 | REFUNDS | \$1,444 | \$2,088 | \$3,805 | \$79 | \$2,000 | \$2,000 | - | 0.00% |
| 218.000.4892 | REIMBURSEMENTS | \$406 | \$185 | \$363 | \$2,400 | \$200 | \$200 | - | 0.00% |
| 218.000.4893 | DONATIONS | \$0 | \$4,710 | \$0 | \$500 | \$0 | \$0 | - | --- |
| 218.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4906 | LEASE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4911 | OP TRANS FROM GENERAL FUND | \$800,000 | \$500,000 | \$490,359 | \$370,000 | \$0 | \$1,400,000 | 1,400,000 | --- |
| 218.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$51,160 | \$3,061,807 | \$0 | \$0 | - | --- |
| 218.000.4913 | OP TRANS FROM DEBT SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$1,400,000 | \$0 | \$0 | - | --- |
| 218.213.4513 | RENTAL FEES - TOM CLOUD PARK | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.216.4893 | DONATIONS - PARKS & RECREATION | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.218.4830 | COMMISSIONS - RECREATION FACILITY | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.218.4840 | MARKETING REVENUE - REC. FAC. | \$40,000 | \$38,500 | \$35,000 | \$35,000 | \$40,000 | \$35,000 | (5,000) | -12.50% |
| 218.218.4891 | REFUNDS - START UP DEPOSIT FROM Y | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.218.4892 | REIMBURSEMENTS | \$42 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.218.4893 | DONATIONS - RECREATION FACILITY | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.218.4899 | MISCELLANEOUS REVENUE - REC. FAC. | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.218.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | 0 | - | --- |
| 218.218.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.218.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 218.219.4840 | MUSIC CENTER MARKETING REVENUE | \$200,000 | \$200,000 | \$200,000 | \$400,000 | \$0 | \$200,000 | 200,000 | --- |
| 218.219.4891 | MUSIC CENTER REFUNDS | \$2,203 | \$2,401 | \$1,243 | \$81 | \$2,000 | \$2,000 | - | 0.00% |
| 218.219.4892 | MUSIC CENTER REIMBURSEMENTS | \$195 | -\$752 | -\$1,121 | \$0 | \$0 | \$0 | - | --- |
| 218.219.4899 | MUSIC CENTER MISCELLANEOUS REVENUE | \$777,837 | \$1,183,933 | \$48,134 | \$1,158,185 | \$800,000 | \$1,000,000 | 200,000 | 25.00% |
| TOTAL FUND 218 | | \$1,834,490 | \$1,958,439 | \$844,333 | \$6,460,115 | \$965,600 | \$2,749,200 | 1,783,600 | 184.71% |
| Nature Works Grant | | | | | | | | | |
| 219.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 219.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 219.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 219.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 219 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |

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| CITY OF HUBER HEIGHTS | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|--------------------------------|------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| COMMUNITY DEVELOPMENT BLOCK GR | | | | | | | | | |
| 222.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 222.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 222.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$124,000 | \$124,000 | - | 0.00% |
| 222.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 222.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 222.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 222 | | \$0 | \$0 | \$0 | \$0 | \$124,000 | \$124,000 | - | 0.00% |
| LOCAL STREET OPERATING | | | | | | | | | |
| 226.000.4100 | CITY INCOME TAX | \$2,013,484 | \$2,223,323 | \$2,191,596 | \$2,483,880 | \$2,414,262 | \$2,763,068 | 348,806 | 14.45% |
| 226.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4503 | C & DD TIPPING FEE | \$694 | \$636 | \$805 | \$611 | \$800 | \$800 | - | 0.00% |
| 226.000.4701 | INTEREST INCOME | \$26 | \$51 | \$36 | \$44 | \$20 | \$75 | 55 | 275.00% |
| 226.000.4890 | AUCTION PROCEEDS | \$0 | \$10,250 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4891 | REFUNDS | \$14,483 | \$18,157 | \$34,503 | \$700 | \$11,500 | \$11,500 | - | 0.00% |
| 226.000.4892 | REIMBURSEMENTS | \$3,828 | \$11,588 | \$3,153 | \$20,477 | \$1,500 | \$3,000 | 1,500 | 100.00% |
| 226.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$660 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4906 | LEASE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4909 | SALE OF FIXED ASSETS - CAPITAL | \$0 | \$0 | \$7,606 | \$14,300 | \$15,000 | \$15,000 | - | 0.00% |
| 226.000.4910 | SALE OF FIXED ASSETS - NON-CAPITAL | \$0 | \$0 | \$0 | \$1,938 | \$0 | \$0 | - | --- |
| 226.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 226.000.4924 | ADVANCES FROM CAPITAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 226 | | \$2,032,516 | \$2,264,006 | \$2,238,359 | \$2,521,949 | \$2,443,082 | \$2,793,443 | 350,361 | 14.34% |
| | | | | | | | | | |
| 228.000.4321 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 228.000.4322 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 228.000.4323 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 228.000.4911 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 228.000.4921 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 228 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| | | | | | | | | | |
| 236.000.4323 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 236.000.4912 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 236.000.4921 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 236 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| | | | | | | | | | |
| 237.000.4323 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 237.000.4892 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 237.000.4921 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 237 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |

| CITY OF HUBER HEIGHTS | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|---------------------------------|--------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| BYRNE MEMORIAL GRANT | | | | | | | | | |
| 238.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 238.000.4701 | INTEREST INCOME | \$0 | \$1 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 238.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 238.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 238 | | \$0 | \$1 | \$0 | \$0 | \$0 | \$0 | - | --- |
| Highway Safety Grant (Not-used) | | | | | | | | | |
| 239.000.4321 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 239.000.4921 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 239 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| Mont Co TIF MPITIE Fund | | | | | | | | | |
| 240.000.4201 | REAL PROPERTY TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 240.000.4220 | PILT MONT CTY TIF | \$1,428,294 | \$1,845,413 | \$1,872,542 | \$1,965,850 | \$2,005,167 | \$2,528,597 | 523,430 | 26.10% |
| 240.000.4305 | HOMESTEAD (ROLLBACK) | \$154 | \$151 | \$151 | \$133 | \$0 | \$135 | 135 | --- |
| 240.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$2,305,892 | \$0 | \$0 | - | --- |
| 240.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 240.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$146,000 | \$145,450 | \$145,425 | \$145,425 | \$145,425 | \$145,425 | - | 0.00% |
| 240.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 240 | | \$1,574,448 | \$1,991,015 | \$2,018,117 | \$4,417,299 | \$2,150,592 | \$2,674,157 | 523,565 | 24.35% |
| FIREFIGHTERS ASSISTANCE GRANT | | | | | | | | | |
| 241.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 241.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 241.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 241.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 241.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 241.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 241.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 241 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| LAW ENFORCEMENT ASSISTANCE | | | | | | | | | |
| 242.000.4322 | STATE GRANTS | \$16,400 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 242.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 242 | | \$16,400 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|--|----------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| MIAMI CO. TIF - Non-DEC | | | | | | | | | |
| 243.000.4225 | MIAMI CO. TIF, SECT 1, A29 | \$0 | \$0 | \$0 | \$8,803 | \$8,803 | \$28,249 | 19,446 | 220.90% |
| 243.000.4226 | MIAMI CO. TIF, SECT 2, P48 | \$21,112 | \$141,024 | \$495,258 | \$641,334 | \$705,467 | \$846,561 | 141,094 | 20.00% |
| 243.000.4227 | MIAMI CO. TIF, SECT 3, | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 243.000.4305 | HOMESTEAD (ROLLBACK) | \$105,832 | \$120,188 | \$155,272 | \$169,917 | \$186,909 | \$195,000 | 8,091 | 4.33% |
| 243.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 243.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$141,500 | \$135,149 | \$139,814 | \$139,814 | - | 0.00% |
| 243.000.4925 | ADVANCES FROM ENTERPRISE | \$0 | \$0 | \$141,500 | \$135,149 | \$0 | \$0 | - | --- |
| TOTAL FUND 243 | | \$126,944 | \$261,212 | \$933,529 | \$1,090,352 | \$1,040,993 | \$1,209,624 | 168,631 | 16.20% |
| MIAMI CO. TIF - DEC Only | | | | | | | | | |
| 244.000.4225 | MIAMI CO. TIF, SECT 1, A29 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 244.000.4226 | MIAMI CO. TIF, SECT 2, P48 | \$901,693 | \$928,320 | \$932,354 | \$925,928 | \$925,928 | \$925,928 | - | 0.00% |
| 244.000.4227 | MIAMI CO. TIF, SECT 3, | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 244.000.4305 | HOMESTEAD (ROLLBACK) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 244.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 244.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 244.000.4925 | ADVANCES FROM ENTERPRISE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 244 | | \$901,693 | \$928,320 | \$932,354 | \$925,928 | \$925,928 | \$925,928 | - | 0.00% |
| MIAMI CO. WEST TIF (TRIMBLE) | | | | | | | | | |
| 245.000.4228 | PILT MIAMI COUNTY WEST TIF | \$139,839 | \$139,210 | \$140,460 | \$139,020 | \$139,210 | \$159,041 | 19,831 | 14.25% |
| 245.000.4305 | HOMESTEAD (ROLLBACK) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 245.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$276,300 | \$0 | \$0 | - | --- |
| 245.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 245.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 245.000.4925 | ADVANCES FROM ENTERPRISE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 245 | | \$139,839 | \$139,210 | \$140,460 | \$415,320 | \$139,210 | \$159,041 | 19,831 | 14.25% |
| MONT. CO. CENTRAL TIF (FAMILY DOLLAR) | | | | | | | | | |
| 246.000.4221 | PILT MONT. COUNTY CENTRAL TIF | \$0 | \$0 | \$10,953 | \$52,288 | \$11,611 | \$25,200 | 13,589 | 117.04% |
| 246.000.4305 | HOMESTEAD (ROLLBACK) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 246.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 246.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 246.000.4925 | ADVANCES FROM ENTERPRISE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 246 | | \$0 | \$0 | \$10,953 | \$52,288 | \$11,611 | \$25,200 | 13,589 | 117.04% |
| MONT. CO. SOUTH TIF (ALCORE) | | | | | | | | | |
| 247.000.4222 | PILT MONT. COUNTY SOUTH TIF | \$564,734 | \$155,895 | \$153,598 | \$147,831 | \$147,831 | \$150,541 | 2,710 | 1.83% |
| 247.000.4305 | HOMESTEAD (ROLLBACK) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 247.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$123,000 | \$0 | \$0 | - | --- |
| 247.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 247.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 247.000.4925 | ADVANCES FROM ENTERPRISE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 247 | | \$564,734 | \$155,895 | \$153,598 | \$270,831 | \$147,831 | \$150,541 | 2,710 | 1.83% |
| MIAMI CO. NORTH FIREHOUSE TIF | | | | | | | | | |
| 248.000.4229 | PILT MIAMI COUNTY NORTH FIRE TIF | \$61,233 | \$61,156 | \$60,130 | \$59,551 | \$60,130 | \$60,600 | 470 | 0.78% |
| 248.000.4305 | HOMESTEAD (ROLLBACK) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 248.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 248.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 248.000.4925 | ADVANCES FROM ENTERPRISE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 248 | | \$61,233 | \$61,156 | \$60,130 | \$59,551 | \$60,130 | \$60,600 | 470 | 0.78% |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|--|------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| MONT. CO. LEXINGTON PLACE TIF | | | | | | | | | |
| 249.000.4223 | PILT MONT. CO. LEXINGTON PLACE TIF | \$0 | \$0 | \$0 | \$215,991 | \$230,000 | \$223,615 | (6,385) | -2.78% |
| 249.000.4305 | HOMESTEAD (ROLLBACK) | \$0 | \$0 | \$0 | \$21,837 | \$22,000 | \$24,000 | 2,000 | 9.09% |
| | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 249 | | \$0 | \$0 | \$0 | \$237,829 | \$252,000 | \$247,615 | (4,385) | -1.74% |
| ENTERPRISE ZONE ADMIN | | | | | | | | | |
| 250.000.4629 | ADMINISTRATIVE FEES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 250 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| FEDERAL GRANTS FEMA | | | | | | | | | |
| 251.000.4321 | FEDERAL GRANTS FEMA | \$41,289 | \$17,245 | \$44,911 | \$75,043 | \$0 | \$0 | - | --- |
| TOTAL FUND 251 | | \$41,289 | \$17,245 | \$44,911 | \$75,043 | \$0 | \$0 | - | --- |
| ONEOHIO OPIOID SETTLEMENT | | | | | | | | | |
| 280.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$10,825 | 10,825 | --- |
| 280.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 280 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$10,825 | 10,825 | --- |
| CORONAVIRUS RELIEF | | | | | | | | | |
| 290.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$2,233,905 | \$0 | \$0 | \$0 | - | --- |
| 290.000.4701 | INTEREST INCOME | \$0 | \$0 | \$102 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 290 | | \$0 | \$0 | \$2,234,007 | \$0 | \$0 | \$0 | - | --- |
| AMERICAN RESCUE PLAN ACT | | | | | | | | | |
| 291.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$1,998,336 | \$1,998,336 | \$0 | (1,998,336) | -100.00% |
| | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 291 | | \$0 | \$0 | \$0 | \$1,998,336 | \$1,998,336 | \$0 | (1,998,336) | -100.00% |
| SHUTTERED VENUE OPERATORS GRANT | | | | | | | | | |
| 292.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$5,770,054 | \$0 | \$0 | - | --- |
| | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 292 | | \$0 | \$0 | \$0 | \$5,770,054 | \$0 | \$0 | - | --- |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|---------------------------------------|--------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| SPECIAL ASSESSMENT BOND RETIRE | | | | | | | | | |
| 305.000.4411 | SIDEWALK ASSESSMENTS | \$568 | \$568 | \$568 | \$545 | \$545 | \$0 | (545) | -100.00% |
| 305.000.4421 | STREET ASSESSMENTS | \$701,967 | \$736,712 | \$789,075 | \$940,762 | \$940,000 | \$990,000 | 50,000 | 5.32% |
| 305.000.4441 | WATER & SEWER ASSESSMENTS | \$12,103 | \$20,157 | \$18,867 | \$18,064 | \$18,000 | \$18,000 | - | 0.00% |
| 305.000.4522 | TAP-IN FEES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4891 | REFUNDS | \$2,290 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4902 | REVENUE BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4904 | ACCRUED INTEREST | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4907 | CAPITALIZED INTEREST | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4908 | LOAN PROCEEDS | \$0 | \$0 | \$0 | \$71,790 | \$0 | \$0 | - | --- |
| 305.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$277,100 | \$292,000 | \$252,540 | \$202,000 | \$91,000 | \$91,000 | - | 0.00% |
| 305.000.4913 | OP TRANS FROM DEBT SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$28,000 | \$26,000 | \$10,000 | \$18,800 | \$0 | \$0 | - | --- |
| 305.000.4916 | OP TRANS FROM INTERNAL SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4917 | OP TRANS FROM TRUSTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4918 | OP TRANS FROM AGENCY | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 305.000.4922 | ADVANCE FROM SPECIAL REVENUE | \$158,200 | \$147,600 | \$141,805 | \$244,930 | \$249,460 | \$249,460 | - | 0.00% |
| 305.000.4925 | ADVANCE FROM ENTERPRISE | \$158,300 | \$147,600 | \$145,800 | \$148,350 | \$109,470 | \$148,350 | 38,880 | 35.52% |
| TOTAL FUND 305 | | \$1,338,528 | \$1,370,637 | \$1,358,655 | \$1,645,241 | \$1,408,475 | \$1,496,810 | 88,335 | 6.27% |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|---------------------------------------|--------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| GENERAL OBLIGATION BOND RETIRE | | | | | | | | | |
| 308.000.4201 | REAL PROPERTY TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4202 | TANGIBLE PROPERTY TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4203 | PUBLIC UTILITY PROPERTY TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4204 | TRAILER TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4305 | HOMESTEAD (ROLLBACK) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4306 | 10M EXEMPT TAX | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4421 | STREET ASSESSMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4513 | RENTAL FEES | \$107,616 | \$135,936 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4891 | REFUNDS | \$960 | \$0 | \$0 | \$1,500 | \$0 | \$0 | - | --- |
| 308.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$6,075,000 | \$0 | \$0 | - | --- |
| 308.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4904 | ACCRUED INTEREST | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$1,891 | \$1,000,378 | \$0 | \$0 | - | --- |
| 308.000.4907 | CAPITALIZED INTEREST | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4911 | OP TRANS FROM GENERAL FUND | \$32,000 | \$0 | \$51,000 | \$271,702 | \$323,887 | \$323,887 | - | 0.00% |
| 308.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$2,364,275 | \$2,237,195 | \$2,329,500 | \$2,605,328 | \$2,469,264 | \$2,469,264 | - | 0.00% |
| 308.000.4913 | OP TRANS FROM DEBT SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$172,644 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 308.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$75,000 | \$67,000 | \$78,000 | \$74,000 | \$73,000 | \$73,000 | - | 0.00% |
| TOTAL FUND 308 | | \$2,752,495 | \$2,440,131 | \$2,460,391 | \$10,027,908 | \$2,866,151 | \$2,866,151 | - | 0.00% |

| CITY OF HUBER HEIGHTS | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|---|--------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| CAPITAL IMPROVEMENTS | | | | | | | | | |
| 406.000.4213 | 9-1-1 WIRELESS FEES | \$199,392 | \$243,054 | \$204,502 | \$199,759 | \$180,000 | \$200,000 | 20,000 | 11.11% |
| 406.000.4312 | PERMISSIVE TAX-COUNTY | \$180,000 | \$98,125 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4322 | STATE GRANTS | \$340,606 | \$611,047 | \$53,138 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4323 | COUNTY GRANTS | \$82,564 | \$0 | \$0 | \$107,508 | \$0 | \$78,800 | 78,800 | --- |
| 406.000.4411 | SIDEWALK ASSESSMENTS | \$132,187 | \$130,000 | \$121,327 | \$131,322 | \$130,000 | \$130,000 | - | 0.00% |
| 406.000.4421 | STREET ASSESSMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4441 | WATER & SEWER ASSESSMENTS | \$10,176 | \$10,176 | \$10,204 | \$10,231 | \$10,176 | \$10,231 | 55 | 0.54% |
| 406.000.4513 | RENTAL FEES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4891 | REFUNDS | \$277 | \$0 | \$2,535 | \$63 | \$0 | \$0 | - | --- |
| 406.000.4892 | REIMBURSEMENTS | \$12,494 | \$0 | \$78 | \$86 | \$0 | \$0 | - | --- |
| 406.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$75,000 | \$0 | \$0 | \$75,000 | \$0 | (75,000) | -100.00% |
| 406.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$8,110,000 | \$0 | \$0 | - | --- |
| 406.000.4903 | NOTE PROCEEDS | \$7,900,000 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$0 | \$920,093 | \$0 | \$0 | - | --- |
| 406.000.4906 | LEASE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4907 | CAPITALIZED INTEREST | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4908 | SIB LOAN PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4911 | OP TRANS FROM GENERAL FUND | \$45,590 | \$45,590 | \$45,590 | \$45,590 | \$45,590 | \$45,590 | - | 0.00% |
| 406.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$1,470,210 | \$1,178,265 | \$1,314,910 | \$1,197,133 | \$791,785 | \$1,799,700 | 1,007,915 | 127.30% |
| 406.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$421,493 | \$361,655 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$1,000,000 | \$0 | \$0 | \$1,550,000 | 1,550,000 | --- |
| 406.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$563,507 | \$0 | \$116,000 | \$0 | \$0 | \$0 | - | --- |
| 406.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$332 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 406 | | \$11,358,827 | \$2,752,912 | \$2,868,284 | \$10,721,785 | \$1,232,551 | \$3,814,321 | 2,581,770 | 209.47% |
| TED - TRANSFORMATIVE ECONOMIC DEVELOPMENT | | | | | | | | | |
| 410.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 410.000.4513 | RENTAL FEES | \$0 | \$0 | \$67,242 | \$233,992 | \$200,000 | \$200,000 | - | 0.00% |
| 410.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 410.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$128,656 | \$285 | \$0 | \$0 | - | --- |
| 410.000.4903 | NOTE PROCEEDS | \$0 | \$3,750,000 | \$11,555,000 | \$11,555,000 | \$11,974,500 | \$8,224,500 | (3,750,000) | -31.32% |
| 410.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$31,172 | \$109,145 | \$0 | \$0 | - | --- |
| 410.000.4909 | SALE OF FIXED ASSETS | \$0 | \$189,383 | \$300,000 | \$600,000 | \$3,753,000 | \$3,753,000 | - | 0.00% |
| 410.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$1,265,943 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 410.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$107,000 | \$107,000 | - | 0.00% |
| 410.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$2,602,000 | \$0 | \$0 | \$0 | - | --- |
| | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 410 | | \$0 | \$5,205,326 | \$14,684,069 | \$12,498,422 | \$16,034,500 | \$12,284,500 | (3,750,000) | -23.39% |

**ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS**

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|----------------------------------|--------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| ISSUE 2 | | | | | | | | | |
| 421.000.4312 | PERMISSIVE TAX-COUNTY | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4322 | STATE GRANTS | \$199,903 | \$0 | \$0 | \$250,000 | \$0 | \$0 | - | --- |
| 421.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4411 | SIDEWALK ASSESSMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4421 | STREET ASSESSMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4908 | LOAN PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$400,000 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$500,000 | \$0 | \$0 | \$0 | - | --- |
| 421.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 421 | | \$199,903 | \$0 | \$900,000 | \$250,000 | \$0 | \$0 | - | --- |
| ED/GE CAPITAL IMPROVEMENT | | | | | | | | | |
| 427.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4323 | COUNTY GRANTS | \$0 | \$153,750 | \$31,250 | \$0 | \$20,000 | \$20,000 | - | 0.00% |
| 427.000.4421 | STREET ASSESSMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 427.000.4921 | ADVANCES FROM GENERAL FUND | \$80,000 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 427 | | \$80,000 | \$153,750 | \$31,250 | \$0 | \$20,000 | \$20,000 | - | 0.00% |

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| CITY OF HUBER HEIGHTS | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|--------------------------------|--------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| FIRE CAPITAL/EQUIPMENT | | | | | | | | | |
| 431.000.4100 | CITY INCOME TAX | \$364,388 | \$402,740 | \$396,589 | \$448,891 | \$436,882 | \$499,346 | 62,464 | 14.30% |
| 431.000.4101 | CITY INCOME TAX - FIRE STATION | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 431.000.4322 | STATE GRANTS | \$0 | \$0 | \$3,448 | \$0 | \$0 | \$0 | - | --- |
| 431.000.4701 | INTEREST INCOME | \$5 | \$9 | \$6 | \$10 | \$6 | \$6 | - | 0.00% |
| 431.000.4891 | REFUNDS | \$4 | \$0 | \$0 | \$46 | \$46 | \$46 | - | 0.00% |
| 431.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 431.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 431.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,054,500 | 2,054,500 | --- |
| 431.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 431.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 431.000.4906 | LEASE PROCEEDS | \$0 | \$0 | \$0 | \$615,864 | \$265,000 | \$1,765,000 | 1,500,000 | 566.04% |
| 431.000.4909 | SALE OF FIXED ASSETS | \$0 | \$4,500 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 431.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$60,000 | \$60,000 | \$65,900 | \$59,550 | \$59,550 | - | 0.00% |
| 431.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$205,543 | \$15,386 | \$15,386 | - | 0.00% |
| 431.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 431.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$16,141 | \$216,846 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 431 | | \$380,537 | \$684,095 | \$460,043 | \$1,336,254 | \$776,870 | \$4,393,834 | 3,616,964 | 465.58% |
| LOCAL STREET CAPITAL IMPROVEME | | | | | | | | | |
| 433.000.4100 | CITY INCOME TAX | \$1,610,805 | \$1,778,698 | \$1,753,316 | \$1,987,148 | \$1,931,453 | \$2,210,504 | 279,051 | 14.45% |
| 433.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 433.000.4323 | COUNTY GRANTS | \$0 | \$70,000 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 433.000.4701 | INTEREST INCOME | \$20 | \$41 | \$29 | \$35 | \$25 | \$70 | 45 | 180.00% |
| 433.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 433.000.4891 | REFUNDS | \$7 | \$4,507 | \$0 | \$207 | \$207 | \$207 | - | 0.00% |
| 433.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 433.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 433.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 433.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$250,000 | 250,000 | --- |
| 433.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 433.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$199,903 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 433 | | \$1,810,735 | \$1,853,246 | \$1,753,344 | \$1,987,390 | \$1,931,685 | \$2,460,781 | 529,096 | 27.39% |
| FEDERAL EQUITY SHARING | | | | | | | | | |
| 434.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 434.000.4602 | FEDERAL FORFEITURES | \$16,074 | \$73,588 | \$25,059 | \$16,798 | \$20,000 | \$30,000 | 10,000 | 50.00% |
| 434.000.4701 | INTEREST INCOME | \$597 | \$1,485 | \$1,537 | \$755 | \$800 | \$1,200 | 400 | 50.00% |
| 434.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 434 | | \$16,671 | \$75,073 | \$26,596 | \$17,554 | \$20,800 | \$31,200 | 10,400 | 50.00% |
| LOCAL LAW ENF BLK GRANT | | | | | | | | | |
| 435.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 435.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 435.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 435.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 435.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 435 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|---------------------------------------|----------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| ASSISTANCE TO FF GRANT | | | | | | | | | |
| 436.000.4321 | FEDERAL GRANTS | \$0 | \$216,846 | \$0 | \$205,543 | \$15,386 | \$0 | (15,386) | -100.00% |
| 436.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 436.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$21,684 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 436.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 436.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$216,846 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 436 | | \$238,530 | \$216,846 | \$0 | \$205,543 | \$15,386 | \$0 | (15,386) | -100.00% |
| ENERGY CONSERV GRANT | | | | | | | | | |
| 437.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 437.000.4701 | INTEREST INCOME | \$25 | \$36 | \$26 | \$1 | \$20 | \$0 | (20) | -100.00% |
| 437.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 437 | | \$25 | \$36 | \$26 | \$1 | \$20 | \$0 | (20) | -100.00% |
| PAE ACQUISITION | | | | | | | | | |
| 450.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 450.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 450.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 450 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| CARRIAGE TRAILS INFRASTRUCTURE | | | | | | | | | |
| 454.000.4701 | INTEREST INCOME | \$9 | \$21 | \$7 | \$0 | \$10 | \$0 | (10) | -100.00% |
| 454.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 454.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 454.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 454.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 454.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 454.000.4908 | SIB LOAN PROCEEDS | \$0 | \$1,039,144 | \$693,851 | \$121,175 | \$500,000 | \$500,000 | - | 0.00% |
| 454.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 454.000.4912 | OP TRANSFER FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$200,000 | \$0 | \$0 | - | --- |
| 454.000.4913 | OP TRANSFER FROM DEBT SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 454.000.4922 | ADVANCES FROM SPECIAL REVENUE | \$0 | \$2,381,000 | \$640,000 | \$0 | \$0 | \$0 | - | --- |
| 454.000.4925 | ADVANCES FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 454 | | \$9 | \$3,420,165 | \$1,333,858 | \$321,175 | \$500,010 | \$500,000 | (10) | 0.00% |

**ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS**

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|--------------------------------|------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| WATER FUND | | | | | | | | | |
| 501.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 501.000.4441 | WATER & SEWER ASSESSMENTS | \$3,337 | \$2,009 | \$7,475 | \$2,988 | \$2,700 | \$7,820 | 5,120 | 189.63% |
| 501.000.4513 | RENTAL FEES | \$5,895 | \$5,265 | \$3,721 | \$4,940 | \$5,915 | \$5,915 | - | 0.00% |
| 501.000.4520 | WATER CHARGES | \$4,441,432 | \$5,244,777 | \$6,027,331 | \$6,161,560 | \$6,399,791 | \$6,854,119 | 454,328 | 7.10% |
| 501.000.4522 | TAP-IN FEES | \$170,400 | \$166,500 | \$183,400 | \$217,150 | \$180,000 | \$150,000 | (30,000) | -16.67% |
| 501.000.4523 | CONTRIBUTIONS IN CAPITAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 501.000.4590 | CONTRACT INSPECTION FEES | \$47,159 | \$74,892 | \$37,610 | \$9,874 | \$35,000 | \$50,000 | 15,000 | 42.86% |
| 501.000.4599 | OTHER CHARGES FOR SERVICES | \$95,936 | \$103,904 | \$77,964 | \$71,624 | \$75,000 | \$75,000 | - | 0.00% |
| 501.000.4701 | INTEREST INCOME | \$68,195 | \$71,472 | \$60,341 | \$34,850 | \$30,000 | \$43,562 | 13,562 | 45.21% |
| 501.000.4890 | AUCTION PROCEEDS | \$0 | \$77 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 501.000.4891 | REFUNDS | -\$20,022 | -\$2,991 | \$35,618 | \$14,540 | \$8,000 | \$15,000 | 7,000 | 87.50% |
| 501.000.4892 | REIMBURSEMENTS | \$11,773 | \$26,802 | \$3,128 | \$4,606 | \$8,000 | \$4,000 | (4,000) | -50.00% |
| 501.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 501.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$261 | \$0 | \$0 | \$200 | \$0 | (200) | -100.00% |
| 501.000.4908 | LOAN PROCEEDS | \$2,255,292 | \$7,442,653 | \$5,242,291 | \$0 | \$2,450,000 | \$2,000,000 | (450,000) | -18.37% |
| 501.000.4909 | SALE OF FIXED ASSETS - CAPITAL | \$0 | \$122,460 | \$82,609 | \$172,875 | \$0 | \$0 | - | --- |
| 501.000.4910 | SALE OF FIXED ASSETS - NON-CAPITAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 501.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 501.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 501.000.4925 | ADVANCES FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 501 | | \$7,079,396 | \$13,258,080 | \$11,761,487 | \$6,695,007 | \$9,194,606 | \$9,205,416 | 10,810 | 0.12% |
| WATER CONSTRUCTION FUND | | | | | | | | | |
| 502.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4902 | REVENUE BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4907 | CAPITALIZED INTEREST | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 502.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 502 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| WATER R & I FUND | | | | | | | | | |
| 503.000.4322 | STATE GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 503.000.4701 | INTEREST INCOME | \$6,413 | \$9,077 | \$6,711 | \$3,410 | \$5,500 | \$0 | (5,500) | -100.00% |
| 503.000.4892 | REIMBURSEMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 503.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 503.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$72,000 | \$72,000 | \$72,000 | \$62,000 | \$0 | \$0 | - | --- |
| TOTAL FUND 503 | | \$78,413 | \$81,077 | \$78,711 | \$65,410 | \$5,500 | \$0 | (5,500) | -100.00% |

**ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS**

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|------------------------------|--------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| WATER UTILITY RESERVE | | | | | | | | | |
| 504.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 504.000.4322 | STATE GRANTS | \$0 | \$0 | \$250,000 | \$0 | \$200,000 | \$500,000 | 300,000 | 150.00% |
| 504.000.4441 | WATER & SEWER ASSESSMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 504.000.4701 | INTEREST INCOME | \$30,801 | \$51,110 | \$27,338 | \$9,549 | \$18,000 | \$0 | (18,000) | -100.00% |
| 504.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 504.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 504.000.4909 | SALE OF FIXED ASSETS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 504.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 504.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$120,000 | \$3,876,672 | \$3,892,628 | 15,956 | 0.41% |
| 504.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$2,894,272 | \$7,614,189 | \$5,103,733 | \$930,310 | \$4,642,167 | \$2,808,600 | (1,833,567) | -39.50% |
| 504.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 504.000.4925 | ADVANCES FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 504 | | \$2,925,073 | \$7,665,300 | \$5,381,071 | \$1,059,860 | \$8,736,839 | \$7,201,228 | (1,535,611) | -17.58% |
| WATER BOND SERVICE | | | | | | | | | |
| 505.000.4701 | INTEREST INCOME | \$1,950 | \$2,816 | \$429 | \$81 | \$1,700 | \$750 | (950) | -55.88% |
| 505.000.4891 | REFUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 505.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 505.000.4902 | REVENUE BOND PROCEEDS | \$0 | \$0 | \$0 | \$12,875,101 | \$0 | \$0 | - | --- |
| 505.000.4904 | ACCRUED INTEREST | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 505.000.4905 | PREMIUM OF BOND SALES | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 505.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 505.000.4913 | OP TRANS FROM DEBT SERVICE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 505.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$1,751,074 | \$1,750,598 | \$1,782,953 | \$1,753,481 | \$1,315,000 | \$1,315,000 | - | 0.00% |
| TOTAL FUND 505 | | \$1,753,024 | \$1,753,414 | \$1,783,382 | \$14,628,662 | \$1,316,700 | \$1,315,750 | (950) | -0.07% |
| WATER BOND RESERVE | | | | | | | | | |
| 506.000.4701 | INTEREST INCOME | \$3,074 | \$4,743 | \$945 | \$129 | \$900 | \$1,125 | 225 | 25.00% |
| 506.000.4901 | GO BOND PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 506 | | \$3,074 | \$4,743 | \$945 | \$129 | \$900 | \$1,125 | 225 | 25.00% |
| SEWER FUND | | | | | | | | | |
| 551.000.4441 | WATER & SEWER ASSESSMENTS | \$34,228 | \$33,310 | \$33,376 | \$36,815 | \$35,000 | \$35,000 | - | 0.00% |
| 551.000.4521 | SEWER CHARGES | \$3,933,379 | \$4,083,975 | \$4,074,076 | \$4,092,671 | \$3,985,000 | \$3,785,721 | (199,279) | -5.00% |
| 551.000.4522 | TAP-IN FEES | \$99,650 | \$100,350 | \$109,750 | \$124,113 | \$115,000 | \$90,000 | (25,000) | -21.74% |
| 551.000.4523 | CONTRIBUTIONS IN CAPITAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 551.000.4590 | CONTRACT INSPECTION FEES | \$48,239 | \$72,354 | \$45,022 | \$10,969 | \$40,000 | \$50,000 | 10,000 | 25.00% |
| 551.000.4599 | OTHER CHARGES FOR SERVICES | (\$6,841) | (\$14,444) | (\$13,029) | (\$10,252) | \$0 | \$0 | - | --- |
| 551.000.4701 | INTEREST INCOME | \$123,405 | \$161,808 | \$176,238 | \$79,318 | \$75,000 | \$118,977 | 43,977 | 58.64% |
| 551.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 551.000.4891 | REFUNDS | \$4,548 | \$6,179 | \$10,256 | \$146 | \$5,000 | \$5,000 | - | 0.00% |
| 551.000.4892 | REIMBURSEMENTS/ I & I FUNDS FROM TCA | \$4,351 | \$9,472 | \$5,814 | \$4,225 | \$3,500 | \$0 | (3,500) | -100.00% |
| 551.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 551.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$890 | \$0 | \$0 | - | --- |
| 551.000.4909 | SALE OF FIXED ASSETS - CAPITAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 551.000.4910 | SALE OF FIXED ASSETS - NON-CAPITAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 551.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 551.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 551 | | \$4,240,960 | \$4,453,004 | \$4,441,502 | \$4,338,896 | \$4,258,500 | \$4,084,698 | (173,802) | -4.08% |

| CITY OF HUBER HEIGHTS | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|----------------------------|--------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| SEWER ACQ/CAPITAL | | | | | | | | | |
| 552.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 552.000.4701 | INTEREST INCOME | \$7,098 | \$17,203 | \$5,771 | \$5,144 | \$5,000 | \$7,717 | 2,717 | 54.34% |
| 552.000.4892 | REIMBURSEMENTS/ I & I FUNDS FROM TCA | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 552.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 552.000.4903 | NOTE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 552.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 552.000.4915 | OP TRANS FROM ENTERPRISE FUNDS | \$282,500 | \$959,000 | \$644,834 | \$530,834 | \$4,382,167 | \$382,167 | (4,000,000) | -91.28% |
| 552.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 552.000.4925 | ADVANCES FROM ENTERPRISE FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 552 | | \$289,598 | \$976,203 | \$650,605 | \$535,978 | \$4,387,167 | \$389,884 | (3,997,283) | -91.11% |
| STORM WATER MANAGEMENT | | | | | | | | | |
| 571.000.4323 | COUNTY GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4442 | COUNTY STORM WATER ASSESSMENTS | \$3,823 | \$2,094 | \$3,643 | \$5,017 | \$3,000 | \$5,117 | 2,117 | 70.57% |
| 571.000.4491 | OTHER ASSESSMENTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4530 | STORMWATER CHARGES | \$593,006 | \$600,610 | \$599,201 | \$612,491 | \$615,000 | \$1,076,250 | 461,250 | 75.00% |
| 571.000.4590 | CONTRACT INSPECTION FEES | \$51,298 | \$48,124 | \$48,729 | \$10,716 | \$35,000 | \$35,000 | - | 0.00% |
| 571.000.4701 | INTEREST INCOME | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4890 | AUCTION PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4891 | REFUNDS | \$2,815 | \$3,198 | \$5,955 | \$90 | \$2,500 | \$2,500 | - | 0.00% |
| 571.000.4892 | REIMBURSEMENTS | \$4,530 | \$4,552 | \$2,476 | \$251 | \$2,000 | \$2,000 | - | 0.00% |
| 571.000.4906 | LEASE PROCEEDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4909 | SALE OF CAPITAL ASSETS - CAPITAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4910 | SALE OF CAPITAL ASSETS - NON-CAPITAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4912 | OP TRANS FROM SPECIAL REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4914 | OP TRANS FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 571.000.4924 | ADVANCES FROM CAPITAL PROJECTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 571 | | \$655,472 | \$658,578 | \$660,005 | \$628,564 | \$657,500 | \$1,120,867 | 463,367 | 70.47% |
| RECREATION ACTIVITY CENTER | | | | | | | | | |
| 590.000.4830 | COMMISSIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 590.000.4840 | MARKETING REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 590.000.4893 | DONATIONS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 590.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 590.000.4911 | OP TRANS FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 590.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 590 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| FIRE INSURANCE | | | | | | | | | |
| 723.000.4896 | ESCROW/DEPOSITS | \$0 | \$44,000 | \$0 | \$16,080 | \$0 | \$0 | - | --- |
| TOTAL FUND 723 | | \$0 | \$44,000 | \$0 | \$16,080 | \$0 | \$0 | - | --- |
| UNCLAIMED MONEY | | | | | | | | | |
| 732.000.4898 | UNCLAIMED MONEY | \$3,434 | \$2,378 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 732.000.4917 | OP TRANS FROM TRUSTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 732 | | \$3,434.32 | \$2,378.40 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | - | --- |
| PRC-DC AGENCY | | | | | | | | | |
| 801.000.4321 | FEDERAL GRANTS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 801.000.4899 | MISCELLANEOUS REVENUE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| 801.000.4921 | ADVANCES FROM GENERAL FUND | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| TOTAL FUND 801 | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | - | --- |
| CASH SURETY | | | | | | | | | |

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

| | | 2018 Actual Revenue | 2019 Actual Revenue | 2020 Actual Revenue | 2021 Actual Revenue | 2022 Estimated Revenue | 2023 Estimated Revenue | \$ incr / (decr) 2023-2022 | % incr / (decr) 2023-2022 |
|-----------------|-----------------|---------------------------|---------------------------|---------------------------|---------------------------|------------------------------|------------------------------|----------------------------------|---------------------------------|
| 802.000.4896 | ESCROW/DEPOSITS | \$299,000 | \$306,500 | \$130,500 | \$267,776 | \$225,000 | \$300,000 | 75,000 | 33.33% |
| TOTAL FUND 802 | | \$299,000 | \$306,500 | \$130,500 | \$267,776 | \$225,000 | \$300,000 | 75,000 | 33.33% |
| TOTAL ALL FUNDS | | \$73,788,296 | \$86,783,471 | \$101,661,713 | \$124,391,422 | \$98,711,416 | \$101,845,391 | 3,133,975 | 3.17% |

CITY OF HUBER HEIGHTS
YTD for Period Ending: June 30, 2022

| | 2018 ACTUAL | 2019 ACTUAL | 2020 ACTUAL | 2021 ACTUAL | 2022 ORIGINAL BUDGET | 2022 REVISED BUDGET 6/30/2022 | 2022 EXPENDED 6/30/2022 | 2023 CITY MGR'S REQUEST | %Chg Revised |
|---|----------------|----------------|----------------|----------------|----------------------------|-------------------------------------|-------------------------------|-------------------------------|-----------------|
| GENERAL FUND (101) | 11,098,155 | 11,952,959 | 16,804,881 | 11,695,148 | 13,233,500 | 15,755,800 | 7,450,217 | 16,120,589 | 2.32 |
| MOTOR VEHICLE (202) | 246,138 | 247,780 | 253,997 | 272,403 | 286,419 | 286,419 | 170,466 | 316,819 | 10.61 |
| GASOLINE TAX (203) | 1,948,519 | 3,734,254 | 3,476,026 | 2,139,234 | 2,416,046 | 2,476,046 | 1,699,318 | 2,129,246 | (14.01) |
| LIGHTING DISTRICT (207) | 311,300 | 318,386 | 317,210 | 375,931 | 389,900 | 389,900 | 176,423 | 374,300 | (4.00) |
| POLICE (209) | 7,964,539 | 8,191,865 | 8,232,879 | 8,247,799 | 9,059,140 | 9,130,640 | 4,324,626 | 9,890,880 | 8.33 |
| FIRE (210) | 7,502,904 | 7,642,510 | 7,658,111 | 8,056,130 | 8,665,350 | 8,782,850 | 4,179,466 | 9,707,200 | 10.52 |
| DRUG ENFORCEMENT (211) | 0 | 9,232 | 0 | 2,001 | 4,608 | 4,608 | 0 | 5,349 | 16.08 |
| LAW ENFORCEMENT (212) | 44,399 | 10,147 | 19,686 | 56,257 | 53,921 | 53,921 | 29,267 | 30,505 | (43.43) |
| STATE HIGHWAY MAINTENANCE (214) | 30,971 | 329,806 | 1,195,228 | 208,336 | 120,750 | 120,750 | 28,399 | 279,950 | 131.84 |
| COUNTY PERMISSIVE TAX (216) | 85,100 | 79,000 | 70,000 | 72,000 | 0 | 0 | 0 | 0 | -- |
| CITY PERMISSIVE TAX (217) | 192,000 | 195,000 | 215,750 | 130,000 | 91,000 | 91,000 | 91,000 | 566,000 | 521.98 |
| PARKS & RECREATION (218) | 1,710,925 | 1,417,261 | 1,765,446 | 3,226,135 | 2,068,429 | 2,068,429 | 1,085,463 | 4,543,964 | 119.68 |
| NATUREWORKS (219) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| COMMUNITY DEVELOPMENT BLOCK GRANT (222) | 0 | 0 | 0 | 0 | 124,000 | 124,000 | 88,660 | 124,000 | 0.00 |
| LOCAL STREET OPERATING (226) | 2,393,302 | 2,140,456 | 1,916,077 | 2,085,631 | 2,901,536 | 2,946,536 | 1,582,555 | 2,672,136 | (9.31) |
| BYRNE MEMORIAL GRANT (238) | 0 | 0 | 0 | 0 | 36 | 36 | 0 | 36 | 0.00 |
| MONTGOMERY COUNTY TIF (240) | 1,982,562 | 1,491,079 | 1,920,802 | 2,651,803 | 2,196,875 | 2,196,875 | 2,178,054 | 3,646,875 | 66.00 |
| FIREFIGHTERS ASSISTANCE GRANT (241) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| LAW ENFORCEMENT ASSISTANCE GRANT (242) | 20,273 | 6,383 | 0 | 1,106 | 164 | 24,490 | 164 | 135 | (99.45) |
| MIAMI COUNTY TIF (243) | 1,111,580 | 950,235 | 904,890 | 668,409 | 539,362 | 539,362 | 530,911 | 547,362 | 1.48 |
| MIAMI COUNTY TIF DEC (244) | 901,693 | 928,320 | 932,354 | 925,928 | 924,202 | 924,202 | 403,602 | 924,202 | 0.00 |
| MIAMI COUNTY WEST TIF (245) | 276,880 | 71,868 | 131,978 | 147,752 | 139,500 | 139,500 | 138,539 | 139,800 | 0.22 |
| MONTGOMERY COUNTY CENTRAL TIF (246) | 0 | 0 | 122 | 10,000 | 50,000 | 50,000 | 49,239 | 49,700 | (0.60) |
| MONTGOMERY COUNTY SOUTH TIF (247) | 119,728 | 496,371 | 147,036 | 40,047 | 119,000 | 119,000 | 116,407 | 120,000 | 0.84 |
| MIAMI COUNTY NORTH FIREHOUSE TIF (248) | 823 | 60,821 | 60,847 | 66,522 | 60,550 | 60,550 | 59,964 | 60,550 | 0.00 |
| MONTGOMERY COUNTY LEXINGTON PLACE TIF (249) | 0 | 0 | 0 | 162,410 | 204,000 | 204,000 | 202,186 | 224,000 | 9.80 |
| ENTERPRISE ZONE (250) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| FEMA (251) | 41,289 | 17,245 | 44,911 | 75,043 | 0 | 0 | 0 | 0 | -- |
| ONEOHIO OPIOID SETTLEMENT (280) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15,000 | -- |
| CORONAVIRUS RELIEF (290) | 0 | 0 | 2,234,007 | 0 | 0 | 0 | 0 | 0 | -- |
| AMERICAN RESCUE PLAN ACT (291) | 0 | 0 | 0 | 120,000 | 3,876,672 | 3,876,672 | 0 | 3,892,628 | 0.41 |
| SHUTTERED VENUE OPERATING GRANT (292) | 0 | 0 | 0 | 5,770,054 | 0 | 0 | 0 | 0 | -- |
| SPECIAL ASSESSMENT BOND (305) | 7,596,606 | 1,308,564 | 1,255,814 | 1,314,662 | 1,252,400 | 1,252,400 | 251,167 | 1,205,000 | (3.78) |
| GENERAL OBLIGATION BOND (308) | 4,662,855 | 2,488,615 | 2,477,227 | 9,849,994 | 2,866,000 | 2,866,000 | 594,385 | 2,854,000 | (0.42) |
| CAPITAL IMPROVEMENTS (406) | 11,018,370 | 2,930,329 | 3,103,141 | 9,737,286 | 1,526,460 | 4,043,668 | 851,445 | 5,261,600 | 30.12 |
| TRANSFORMATIVE ECON. DEV. (410) | 0 | 3,948,784 | 14,948,155 | 12,063,276 | 12,084,000 | 12,169,829 | 262,328 | 11,533,000 | (5.23) |
| ISSUE 2 (421) | 199,903 | 0 | 900,333 | 250,000 | 0 | 0 | 0 | 0 | 0.00 |
| CAPITAL EQUIPMENT (424) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| ED/GE CAPITAL IMPROVEMENT (427) | 80,000 | 228,750 | 31,250 | 0 | 20,000 | 20,000 | 0 | 20,000 | 0.00 |
| FIRE CAPITAL/EQUIPMENT (431) | 865,769 | 431,006 | 958,941 | 1,127,918 | 2,039,100 | 2,039,100 | 1,622,727 | 3,499,200 | 71.61 |
| LOCAL STREET CAPITAL IMPROVEMENT (433) | 1,649,468 | 1,671,153 | 1,581,870 | 1,568,043 | 1,582,000 | 1,742,000 | 1,734,326 | 2,037,000 | 16.93 |
| FEDERAL EQUITY SHARING PROGRAM (434) | 27,007 | 9,913 | 18,094 | 71,251 | 52,908 | 52,908 | 18,094 | 66,538 | 25.76 |
| LOCAL LAW ENFORCEMENT BLOCK GRANT (435) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |

CITY OF HUBER HEIGHTS
YTD for Period Ending: June 30, 2022

| | 2018 ACTUAL | 2019 ACTUAL | 2020 ACTUAL | 2021 ACTUAL | 2022 ORIGINAL BUDGET | 2022 REVISED BUDGET 6/30/2022 | 2022 EXPENDED 6/30/2022 | 2023 CITY MGR'S REQUEST | %Chg Revised |
|--|-------------------|-------------------|-------------------|--------------------|----------------------------|-------------------------------------|-------------------------------|-------------------------------|-----------------|
| FIREFIGHTERS ASSISTANCE GRANT (436) | 255,002 | 216,846 | 0 | 205,543 | 15,386 | 15,386 | 13,555 | 0 | (100.00) |
| ENERGY CONSERVATION GRANT (437) | 0 | 0 | 0 | 0 | 1,809 | 1,809 | 0 | 1,809 | 0.00 |
| PUBLIC ACCESS EASEMENT ACQUISITION (450) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| CARRIAGE TRAILS INFRASTRUCTURE (454) | 0 | 3,420,144 | 1,333,851 | 321,175 | 526,832 | 526,832 | 22,348 | 504,484 | (4.24) |
| WATER FUND (501) | 7,795,303 | 12,734,499 | 10,480,355 | 8,192,686 | 11,076,376 | 11,351,376 | 4,948,686 | 9,476,532 | (16.52) |
| WATER CONSTRUCTION FUND (502) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| WATER R & I FUND (503) | 12,500 | 18,098 | 19,809 | 63,769 | 534,900 | 534,900 | 267,450 | 0 | (100.00) |
| WATER UTILITY RESERVE (504) | 3,483,051 | 12,507,621 | 139,984 | 1,308,941 | 7,642,167 | 7,392,167 | 240,713 | 3,308,600 | (55.24) |
| WATER BOND SERVICE (505) | 1,761,085 | 1,772,798 | 1,793,878 | 14,684,509 | 1,210,400 | 1,210,400 | 5,000 | 1,230,500 | 1.66 |
| WATER BOND RESERVE (506) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| SEWER FUND (551) | 3,192,885 | 3,877,243 | 3,761,232 | 4,610,272 | 8,861,292 | 8,861,292 | 2,558,495 | 4,585,717 | (48.25) |
| SEWER ACQUISITION (552) | 386,366 | 911,125 | 688,631 | 594,068 | 4,382,167 | 4,382,167 | 446,841 | 382,167 | (91.28) |
| STORM WATER MANAGEMENT (571) | 759,272 | 749,211 | 554,015 | 560,010 | 718,991 | 718,991 | 319,313 | 1,317,790 | 83.28 |
| RECREATION ACTIVITY CENTER (590) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| FIRE INSURANCE (723) | 0 | 0 | 44,000 | 16,080 | 3,151 | 27,174 | 0 | 0 | (100.00) |
| UNCLAIMED MONIES (732) | 1,833 | 655 | 0 | 0 | 18,383 | 18,383 | 831 | 33,335 | 81.34 |
| PRC-DC AGENCY (801) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | -- |
| CASH SURETY (802) | 232,500 | 344,000 | 131,556 | 140,400 | 225,000 | 225,000 | 81,522 | 300,000 | 33.33 |
| TOTALS: | 81,962,854 | 89,860,330 | 92,524,372 | 113,885,964 | 104,164,682 | 109,817,368 | 38,824,149 | 103,998,498 | (5.30) |

City of Huber Heights 2023 Budget Presentation

The Budget Process

2023 Budget Process began in May 2022 with the preparation of the City's Annual Capital Improvements Plan and "Tax Budget", then ends with the approval of the "2023 City Budget" in 4th Quarter 2022.

May 2022 - 2023-2027 Capital Improvements Plan presented to City Council.

June 2022 – 2023 Tax Budget passed by City Council.

July 2022 – 2023 Tax Budget filed with County Auditors of Montgomery and Miami County

Aug 2022 - The County Budget Commission certifies Property Tax rates.

Sept 2022 City accepts the Rates as determined by the County Budget Commission.

2022 Budget Status Check

City Operations are constantly evaluated with the goal of delivering City Services in the most efficient and cost-effective way possible.

Operations remain on or under budget.

Strong revenue position:

- COVID impacts were minimal

- COVID aid obtained – all ARPA funds have been received

Increase in Bond Rating in 2021

On target with the 2025 Plan

2023 Budget Timeline

August – Budgetary goals discussed with City Manager & Dept Heads

September – Bryan & Jim met with all Dept Heads to finalize 2023 requests

October – Preview of upcoming 2023 Budget and request input from City Council

November – Council Work Session for additional discussion of 2023 Budget

November – City Council meetings for first and second readings, adoption

Budget Basics

Available Resources are appropriated within the “General Fund” and 49 other separate “Funds”

Funds can best be summarized as follows:

“Operating Funds” - Funds account for the City’s primary operating functions

“Enterprise Funds” - Funds associated with Water, Sewer and Storm Water

“Other Funds” – Capital, Debt Service, and Other Restricted Funds

Primary City programs and services:

Police, Fire, Streets, Parks and Rec., and General Government Operations

2023 Budget Overview

Strong and stable financial condition

Projected Fund Balance Growth:

General, Motor Vehicle, Gas Tax, Streets

Scheduled Fund Balance Reductions:

Police, Fire, Parks, Water, Sewer, Storm

Budget Elements

- “Other” Restricted Funds
 - **TED Fund** used for targeted economic development initiatives
 - Revenue from sale of land proceeds
 - New funds created for pointed one-time revenues
 - **ARPA** funds will be transferred to Water to reimburse expenses as they occur

Budget Elements

Budget Level of Detail

- **Personnel Costs**
- **Other O & M - includes Materials, Supplies & Contractual Operating Expenses**
- **Capital Expenditures**
- **Debt Service**
- **Transfers, Advances and Subsidies to Other Funds**

Employee Numbers

| Department | Full Time | Part Time | Total |
|----------------|-----------|-----------|-------|
| Fire | 61 | 6 | 67 |
| Police | 61 | 2 | 63 |
| Communications | 15 | 0 | 15 |
| Streets / Rec | 31 | 6 | 37 |
| Governmental | 46 | 22 | 68 |
| Totals | | | 250 |

Personnel Costs

Personnel line item of budget:

Salary, health care, benefits, employment taxes

Costs allocated to Fund & Dept where services performed

Police & Firefighters allocated to only one Fund

Most employees allocated to several Funds

- Finance, Tax, Engineering, IT, Public Works

2023 Personnel Cost Assumptions

All currently occupied positions are fully funded

- no attrition assumed

Proposed budget includes annual salary increases

- CBAs are approved through 12/31/22, negotiations for new 3 year contract ongoing

Health care cost increase estimated to be 30%

Revenues

- Over 100 Revenue accounts
- Rolled up into
 - Taxes
 - Intergovernmental (Fed, State, County monies)
 - Assessments
 - Fees/Charges
 - Fines
 - Interest
 - Debt Proceeds

General Fund Budget Summary

| General Fund - Revenues | |
|-------------------------|--------------|
| Income Tax | \$8,922,091 |
| Property Tax | \$1,241,716 |
| Fed State Local | \$3,929,848 |
| Other | \$1,524,392 |
| Return of Advance | \$ 37,000 |
| Total | \$15,655,047 |

| General Fund - Expenses | |
|-------------------------|--------------|
| Salaries | \$2,995,900 |
| Fringes | \$1,425,300 |
| O/M | \$2,996,112 |
| Capital | \$ 190,000 |
| Debt Service | \$ 196,000 |
| Transfers/Adv | \$5,308,977 |
| Total | \$13,112,289 |

Income Tax Distribution

| Fund | 2020 | 2021 | 2022 est. | 2023 est. |
|------------------------|--------------|--------------|--------------|--------------|
| General | \$7,075,646 | \$8,020,578 | \$8,662,224 | \$8,922,091 |
| Fire | \$2,272,802 | \$2,581,429 | \$2,787,943 | \$2,871,581 |
| Fire Capital | \$396,589 | \$448,891 | \$484,802 | \$499,346 |
| Police | \$6,000,671 | \$6,805,879 | \$7,350,349 | \$7,570,860 |
| Local Street Operating | \$2,191,596 | \$2,483,880 | \$2,682,590 | \$2,763,068 |
| Local Street Capital | \$1,753,316 | \$1,987,148 | \$2,146,120 | \$2,210,504 |
| Total | \$19,690,620 | \$22,327,805 | \$24,114,028 | \$24,837,450 |

2023 Budget Summary

- A Legally Balanced Budget is one which has resources available to cover anticipated expenses.
- A Structurally Balanced Budget is one which has annual revenues that equal or exceed the annual anticipated expenses
- The 2023 Budget is a Legally Balanced Budget
The General Fund is Structurally Balanced

2023 Budget Summary

All Revenues

• \$94,342,976

All Expenses

• \$95,374,743

NET

• -\$1,031,767



HUBER
HEIGHTS
Come Grow With Us!

2023 Budget Expense Distribution

| | |
|---------------------------|------------|
| Personnel | 29% |
| Operations | 16% |
| Capital | 14% |
| Debt | 19% |
| Transfers/Advances | 22% |

2023 Budget Summary

Leverage our **strong & stable financial position** for long-term gains

- Manage funds to cement new bond rating for debt
- Reduce debt as appropriate
- Commitment to new Public Works facility

Ensures resources for supporting our 2025 Plan

- Income Tax Levies expire in 2024 and 2025

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2022-O-

FOR MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023.

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

That to provide for the current expenses and other expenditures of the City of Huber Heights for the fiscal year ending December 31, 2023, the following sums be and are hereby appropriated from the monies in the Treasury of the City of Huber Heights and from the sum certified by the County Auditor to be received from taxation and from other sources.

Section 1. That there be appropriated from the 101 - General Fund:

| | | | |
|----|------------------------------------|--|-----------|
| a) | Dispatch: | | |
| | Personnel | | 1,365,000 |
| | Operations and Capital | | 56,095 |
| | TOTAL | | 1,421,095 |
| b) | Lighting: | | |
| | Operations and Capital | | 43,000 |
| | TOTAL | | 43,000 |
| c) | Economic Development: | | |
| | Personnel | | 326,400 |
| | Operations and Capital | | 311,850 |
| | TOTAL | | 638,250 |
| d) | Planning & Development: | | |
| | Personnel | | 629,500 |
| | Operations and Capital | | 90,830 |
| | TOTAL | | 720,330 |
| e) | Engineering: | | |
| | Personnel | | 0 |
| | Operations and Capital | | 0 |
| | TOTAL | | 0 |
| f) | Community Services: | | |
| | Personnel | | 0 |
| | Operations and Capital | | 67,500 |
| | TOTAL | | 67,500 |
| g) | Central Services: | | |
| | Personnel | | 0 |
| | Operations and Capital | | 688,911 |
| | TOTAL | | 688,911 |
| h) | Mayor: | | |
| | Personnel | | 14,200 |
| | Operations and Capital | | 22,000 |

| | | |
|----|--------------------------------|-------------------|
| | TOTAL | 36,200 |
| i) | Council: | |
| | Personnel | 257,700 |
| | Operations and Capital | 99,500 |
| | TOTAL | 357,200 |
| j) | Management: | |
| | Personnel | 228,900 |
| | Operations and Capital | 24,070 |
| | TOTAL | 252,970 |
| k) | Accounting: | |
| | Personnel | 393,500 |
| | Operations and Capital | 196,835 |
| | TOTAL | 590,335 |
| l) | Taxation: | |
| | Personnel | 649,900 |
| | Operations and Capital | 236,655 |
| | TOTAL | 886,555 |
| m) | Legal: | |
| | Operations and Capital | 385,000 |
| | TOTAL | 385,000 |
| n) | Information Technology: | |
| | Personnel | 201,700 |
| | Operations and Capital | 294,719 |
| | TOTAL | 496,419 |
| o) | Human Resources: | |
| | Personnel | 303,800 |
| | Operations and Capital | 459,900 |
| | TOTAL | 763,700 |
| p) | Buildings and Grounds | |
| | Personnel | 0 |
| | Operations and Capital | 237,000 |
| | TOTAL | 237,000 |
| q) | Court: | |
| | Personnel | 50,600 |
| | Operations and Capital | 21,547 |
| | TOTAL | 72,147 |
| r) | Non-Departmental | |
| | Debt Service | 194,500 |
| | Transfers | 6,719,477 |
| | Advances | 1,550,000 |
| | TOTAL | 8,463,977 |
| | GENERAL FUND TOTAL | 16,120,589 |

Section 2. That there be appropriated from the 202 - Motor Vehicle Fund:

| | | |
|----|-------------------------|---------|
| a) | Streets | |
| | Personnel | 221,400 |
| | Operations and Capital | 62,579 |
| | TOTAL | 283,979 |
| b) | Non-Departmental | |

| | |
|--------------|--------|
| Debt Service | 0 |
| Transfers | 0 |
| Advances | 32,840 |
| TOTAL | 32,840 |

| | |
|---------------------------------|----------------|
| MOTOR VEHICLE FUND TOTAL | 316,819 |
|---------------------------------|----------------|

Section 3. That there be appropriated from the 203 - Gasoline Tax Fund:

| | | |
|----|-------------------------|-----------|
| a) | Engineering | |
| | Operations and Capital | 50,000 |
| | TOTAL | 50,000 |
| b) | Streets | |
| | Personnel | 616,100 |
| | Operations and Capital | 887,907 |
| | TOTAL | 1,504,007 |
| c) | Non-Departmental | |
| | Debt | 0 |
| | Transfers | 150,000 |
| | Advances | 425,239 |
| | TOTAL | 575,239 |

| | |
|--------------------------------|------------------|
| GASOLINE TAX FUND TOTAL | 2,129,246 |
|--------------------------------|------------------|

Section 4. That there be appropriated from the 207 - Lighting District Fund:

| | | |
|--|-------------------------------------|----------------|
| | Personnel | 26,300 |
| | Operations and Capital | 348,000 |
| | LIGHTING DISTRICT FUND TOTAL | 374,300 |

Section 5. That there be appropriated from the 209 -Police Fund:

| | | |
|----|-------------------------|-----------|
| a) | Police | |
| | Personnel | 8,835,900 |
| | Operations and Capital | 760,860 |
| | TOTAL | 9,596,760 |
| b) | Management | |
| | Personnel | 24,200 |
| | Operations and Capital | 0 |
| | TOTAL | 24,200 |
| c) | Non-Departmental | |
| | Debt Service | 235,000 |
| | Transfers | 34,920 |
| | Advances | 0 |
| | TOTAL | 269,920 |

| | |
|--------------------------|------------------|
| POLICE FUND TOTAL | 9,890,880 |
|--------------------------|------------------|

Section 6. That there be appropriated from the 210 - Fire Fund:

| | |
|----|-------------|
| a) | Fire |
|----|-------------|

| | | |
|----|-------------------------|------------------|
| | Personnel | 8,806,500 |
| | Operations and Capital | 868,740 |
| | TOTAL | 9,675,240 |
| b) | Management | |
| | Personnel | 24,200 |
| | Operations and Capital | 0 |
| | TOTAL | 24,200 |
| c) | Non-Departmental | |
| | Debt Service | 0 |
| | Transfers | 7,760 |
| | Advances | 0 |
| | TOTAL | 7,760 |
| | FIRE FUND TOTAL | 9,707,200 |

Section 7. That there be appropriated from the 211 - Drug Enforcement Fund:

| | | |
|--|------------------------------------|--------------|
| | Operations and Capital | 5,349 |
| | DRUG ENFORCEMENT FUND TOTAL | 5,349 |

Section 8. That there be appropriated from the 212 - Law Enforcement Fund:

| | | |
|--|-----------------------------------|---------------|
| | Operations and Capital | 30,505 |
| | LAW ENFORCEMENT FUND TOTAL | 30,505 |

Section 9. That there be appropriated from the 214 - State Highway Maintenance Fund:

| | | |
|----|-------------------------------------|----------------|
| a) | Operations and Capital | 49,750 |
| | TOTAL | 49,750 |
| b) | Non-Departmental | |
| | Debt Service | 75,500 |
| | Transfers | 154,700 |
| | Advance | 0 |
| | TOTAL | 230,200 |
| | STATE HIGHWAY MNT FUND TOTAL | 279,950 |

Section 10. That there be appropriated from the 216 - County Permissive Fund:

| | | |
|--|-------------------------------------|----------|
| | Transfers | 0 |
| | Advances | 0 |
| | COUNTY PERMISSIVE FUND TOTAL | 0 |

Section 11. That there be appropriated from the 217 - City Permissive Fund:

| | | |
|--|-----------------------------------|----------------|
| | Transfers | 416,000 |
| | Advances | 150,000 |
| | CITY PERMISSIVE FUND TOTAL | 566,000 |

Section 12. That there be appropriated from the 218 - Parks & Recreation Fund:

| | | | |
|----|--|-----------|------------------|
| a) | Senior Center: | | |
| | Personnel | 35,500 | |
| | Operations and Capital | 30,910 | |
| | TOTAL | | 66,410 |
| b) | Park & Recreation: | | |
| | Personnel | 300,900 | |
| | Operations and Capital | 1,831,259 | |
| | TOTAL | | 2,132,159 |
| c) | Aquatic Center: | | |
| | Operations and Capital | 420,545 | |
| | TOTAL | | 420,545 |
| d) | Music Center: | | |
| | Personnel | 34,000 | |
| | Operations and Capital | 490,850 | |
| | TOTAL | | 524,850 |
| e) | Non-Departmental | | |
| | Debt Service | 0 | |
| | Transfers | 0 | |
| | Advances | 1,400,000 | |
| | TOTAL | | 1,400,000 |
| | PARKS & RECREATION FUND TOTAL | | 4,543,964 |

Section 13. That there be appropriated from the 222 – CDBG Fund:

| | | | |
|----|-------------------------|---------|----------------|
| a) | Capital | | |
| | Operations and Capital | 0 | |
| | TOTAL | | 0 |
| b) | Non-Departmental | | |
| | Transfers | 107,000 | |
| | Advances | 17,000 | |
| | TOTAL | | 124,000 |
| | CDBG FUND TOTAL | | 124,000 |

Section 14. That there be appropriated from the 226 - Local Street Operating Fund:

| | | | |
|----|------------------------|-----------|-----------|
| a) | Streets | | |
| | Personnel | 1,623,400 | |
| | Operations and Capital | 358,786 | |
| | TOTAL | | 1,982,186 |
| b) | Police | | |
| | Personnel | 0 | |
| | TOTAL | | 0 |
| c) | Engineering: | | |
| | Personnel | 152,700 | |
| | TOTAL | | 152,700 |
| d) | Management: | | |
| | Personnel | 49,500 | |
| | TOTAL | | 49,500 |
| e) | Finance: | | |

| | | |
|----|--------------------------------------|------------------|
| | Personnel | 57,500 |
| | Operations and Capital | 20,300 |
| | TOTAL | 77,800 |
| f) | Tax: | |
| | Personnel | 189,000 |
| | TOTAL | 189,000 |
| g) | Information Technology: | |
| | Personnel | 40,600 |
| | TOTAL | 40,600 |
| h) | Non-Departmental | |
| | Debt Service | 95,000 |
| | Transfers | 8,730 |
| | Advances | 76,620 |
| | TOTAL | 180,350 |
| | LOCAL STREET OPER. FUND TOTAL | 2,672,136 |

Section 15. That there be appropriated from the 238 - Byrne Memorial Grant Fund:

| | | |
|--|------------------------------------|-----------|
| | Operations and Capital | 36 |
| | BYRNE MEM. GRANT FUND TOTAL | 36 |

Section 16. That there be appropriated from the 240 – Montgomery County TIF Fund:

| | | |
|----|--------------------------------------|------------------|
| a) | Finance: | |
| | Operations and Capital | 1,060,000 |
| | TOTAL | 1,060,000 |
| b) | Non-Departmental | |
| | Debt Service: | 0 |
| | Transfers: | 2,586,875 |
| | Advances: | 0 |
| | TOTAL | 2,586,875 |
| | MONTGOMERY CO. TIF FUND TOTAL | 3,646,875 |

Section 17. That there be appropriated from the 242 - Law Enforcement Assistance Grant Fund:

| | | |
|--|--|------------|
| | Operations and Capital | 135 |
| | Transfers | 0 |
| | LAW ENF. ASST. GRANT FUND TOTAL | 135 |

Section 18. That there be appropriated from the 243 – Miami County TIF Fund:

| | | |
|----|-------------------------|---------|
| a) | Finance: | |
| | Operations and Capital | 31,300 |
| | TOTAL | 31,300 |
| b) | Non-Departmental | |
| | Transfers: | 516,062 |
| | Advances: | 0 |
| | TOTAL | 516,062 |

| | |
|---------------------------------|----------------|
| MIAMI CO. TIF FUND TOTAL | 547,362 |
|---------------------------------|----------------|

Section 19. That there be appropriated from the 244 – Miami County TIF (DEC) Fund:

| | | |
|----|---------------------------------------|----------------|
| a) | Finance: | |
| | Operations and Capital | 0 |
| | TOTAL | 0 |
| b) | Non-Departmental | |
| | Transfers: | 924,202 |
| | Advances: | 0 |
| | TOTAL | 924,202 |
| | MIAMI CO. TIF (DEC) FUND TOTAL | 924,202 |

Section 20. That there be appropriated from the 245 – Miami County West TIF Fund:

| | | |
|----|--------------------------------------|----------------|
| a) | Finance: | |
| | Operations and Capital | 2,300 |
| | TOTAL | 2,300 |
| b) | Non-Departmental | |
| | Transfers: | 137,500 |
| | Advances: | 0 |
| | TOTAL | 137,500 |
| | MIAMI CO. WEST TIF FUND TOTAL | 139,800 |

Section 21. That there be appropriated from the 246 – Montgomery County Central TIF Fund:

| | | |
|----|--|---------------|
| a) | Finance: | |
| | Operations and Capital | 9,700 |
| | TOTAL | 9,700 |
| b) | Non-Departmental | |
| | Transfers: | 40,000 |
| | Advances: | 0 |
| | TOTAL | 40,000 |
| | MONT CO. CENTRAL TIF FUND TOTAL | 49,700 |

Section 22. That there be appropriated from the 247 – Montgomery County South TIF Fund:

| | | |
|----|--------------------------------------|----------------|
| a) | Finance: | |
| | Operations and Capital | 35,000 |
| | TOTAL | 35,000 |
| b) | Non-Departmental | |
| | Transfers: | 85,000 |
| | Advances: | 0 |
| | TOTAL | 85,000 |
| | MONT CO. SOUTH TIF FUND TOTAL | 120,000 |

Section 23. That there be appropriated from the 248 – Miami County North Firehouse TIF Fund:

| | | |
|----|---------------------------------------|---------------|
| a) | Finance: | |
| | Operations and Capital | 1,000 |
| | TOTAL | 1,000 |
| b) | Non-Departmental | |
| | Transfers: | 59,550 |
| | Advances: | 0 |
| | TOTAL | 59,550 |
| | MIAMI CO. NORTH TIF FUND TOTAL | 60,550 |

Section 24. That there be appropriated from the 249 – Montgomery County Lexington Place TIF Fund:

| | | |
|----|--|----------------|
| a) | Finance: | |
| | Operations and Capital | 204,000 |
| | TOTAL | 204,000 |
| b) | Non-Departmental | |
| | Transfers: | 20,000 |
| | Advances: | 0 |
| | TOTAL | 20,000 |
| | MONT CO. LEX. PL TIF FUND TOTAL | 224,000 |

Section 25. That there be appropriated from the 251 – FEMA Fund:

| | | |
|----|-------------------------|----------|
| a) | Finance: | |
| | Operations and Capital | 0 |
| | TOTAL | 0 |
| b) | Non-Departmental | |
| | Transfers: | 0 |
| | Advances: | 0 |
| | TOTAL | 0 |
| | FEMA FUND TOTAL | 0 |

Section 26. That there be appropriated from the 280 – OneOhio Opioid Settlement Fund:

| | | |
|----|----------------------------------|---------------|
| a) | Finance: | |
| | Operations and Capital | 5,000 |
| | TOTAL | 5,000 |
| b) | Non-Departmental | |
| | Transfers: | 10,000 |
| | Advances: | 0 |
| | TOTAL | 10,000 |
| | ONEOHIO OPIOID FUND TOTAL | 15,000 |

Section 27. That there be appropriated from the 291 – American Rescue Plan Act Fund:

| | |
|----|-----------------|
| a) | Finance: |
|----|-----------------|

| | | |
|----|-------------------------|-------------------------|
| | Operations and Capital | <u>0</u> |
| | TOTAL | 0 |
| b) | Non-Departmental | |
| | Transfers: | 3,892,628 |
| | Advances: | <u>0</u> |
| | TOTAL | 3,892,628 |
| | ARPA FUND TOTAL | <u><u>3,892,628</u></u> |

Section 28. That there be appropriated from the 305 - Special Assessment Bond Retirement Fund:

| | | |
|----|--------------------------------------|-------------------------|
| a) | Finance: | |
| | Operations and Capital | <u>70,000</u> |
| | TOTAL | 70,000 |
| b) | Non-Departmental | |
| | Debt Service | <u>1,135,000</u> |
| | TOTAL | 1,135,000 |
| | S.A. BOND RETIREMT FUND TOTAL | <u><u>1,205,000</u></u> |

Section 29. That there be appropriated from the 308 - Bond Retirement Fund:

| | | |
|----|--------------------------------------|-------------------------|
| a) | Finance: | |
| | Operations and Capital | <u>1,000</u> |
| | TOTAL | 1,000 |
| b) | Non-Departmental | |
| | Debt Service | <u>2,853,000</u> |
| | TOTAL | 2,853,000 |
| | G.O. BOND RETIREMT FUND TOTAL | <u><u>2,854,000</u></u> |

Section 30. That there be appropriated from the 406 - Capital Improvement Fund:

| | | |
|----|---------------------------------------|-------------------------|
| a) | Dispatch | |
| | Personnel | <u>260,600</u> |
| | TOTAL | 260,600 |
| b) | Finance: | |
| | Personnel | <u>21,100</u> |
| | TOTAL | 21,100 |
| c) | Capital | |
| | Operations and Capital | <u>4,461,600</u> |
| | TOTAL | 4,461,600 |
| d) | Non-Departmental | |
| | Debt Service | 518,300 |
| | Transfers | 0 |
| | Advances | <u>0</u> |
| | TOTAL | 518,300 |
| | CAPITAL IMPROVEMENT FUND TOTAL | <u><u>5,261,600</u></u> |

Section 31. That there be appropriated from the 410 - Transformative Economic Development Fund:

| | | |
|----|------------------------------|-------------------|
| a) | Economic Development: | |
| | Operations and Capital | 291,000 |
| | TOTAL | 291,000 |
| b) | Non-Departmental | |
| | Debt | 11,242,000 |
| | Transfers | 0 |
| | TOTAL | 11,242,000 |
| | T.E.D. FUND TOTAL | 11,533,000 |

Section 32. That there be appropriated from the 421 - Issue 2 Fund:

| | | |
|----|---------------------------|--------------|
| a) | Capital | |
| | Operations and Capital | #REF! |
| | TOTAL | #REF! |
| b) | Non-Departmental | |
| | Transfers | #REF! |
| | Advances | 0 |
| | TOTAL | #REF! |
| | ISSUE 2 FUND TOTAL | #REF! |

Section 33. That there be appropriated from the 427 - ED/GE Capital Improvement Fund:

| | | |
|----|---------------------------------------|---------------|
| a) | Capital | |
| | Operations and Capital | 0 |
| | TOTAL | 0 |
| b) | Non-Departmental | |
| | Transfers | 0 |
| | Advances | 20,000 |
| | TOTAL | 20,000 |
| | ED/GE CAPITAL IMPR. FUND TOTAL | 20,000 |

Section 34. That there be appropriated from the 431 - Fire Capital/Equipment Fund:

| | | |
|----|---------------------------------------|------------------|
| a) | Fire: | |
| | Operations and Capital | 1,154,000 |
| | TOTAL | 1,154,000 |
| b) | Finance: | |
| | Operations and Capital | 3,700 |
| | TOTAL | 3,700 |
| c) | Non-Departmental | |
| | Debt Service | 2,341,500 |
| | Transfers | 0 |
| | TOTAL | 2,341,500 |
| | FIRE CAPITAL/EQUIP. FUND TOTAL | 3,499,200 |

Section 35. That there be appropriated from the 433 - Local Street Capital Fund:

| | | |
|----|--|-------------------------|
| a) | Street Capital: | |
| | Operations and Capital | <u>2,020,000</u> |
| | TOTAL | 2,020,000 |
| b) | Finance: | |
| | Operations and Capital | <u>17,000</u> |
| | TOTAL | 17,000 |
| c) | Non-Departmental | |
| | Advances | <u>0</u> |
| | TOTAL | <u>0</u> |
| | LOCAL STREET CAPITAL FUND TOTAL | <u><u>2,037,000</u></u> |

Section 36. That there be appropriated from the 434 - Federal Equity Sharing Program Fund:

| | | |
|--|----------------------------------|----------------------|
| | Operations and Capital | <u>66,538</u> |
| | FEDERAL EQUITY FUND TOTAL | <u><u>66,538</u></u> |

Section 37. That there be appropriated from the 436 - Firefighter's Assistance Grant Fund:

| | | |
|----|----------------------------------|-----------------|
| a) | Fire: | |
| | Operations and Capital | <u>0</u> |
| | TOTAL | 0 |
| b) | Non-Departmental | |
| | Transfers | 0 |
| | Advances | <u>0</u> |
| | TOTAL | <u>0</u> |
| | FF ASST. GRANT FUND TOTAL | <u><u>0</u></u> |

Section 38. That there be appropriated from the 437 - Energy Conservation Grant Fund:

| | | |
|--|--------------------------------------|---------------------|
| | Operations and Capital | <u>1,809</u> |
| | ENERGY CONS. GRANT FUND TOTAL | <u><u>1,809</u></u> |

Section 39. That there be appropriated from the 454 - Carriage Trails Infrastructure Fund:

| | | |
|----|---|-----------------------|
| a) | Capital | |
| | Operations and Capital | <u>0</u> |
| | TOTAL | 0 |
| b) | Non-Departmental | |
| | Debt Service | 0 |
| | Advances | <u>504,484</u> |
| | TOTAL | <u>504,484</u> |
| | CARRIAGE TRAILS INFR. FUND TOTAL | <u><u>504,484</u></u> |

Section 40. That there be appropriated from the 501 - Water Fund:

| | | | |
|----|--------------------------------|-----------|------------------|
| a) | Engineering: | | |
| | Personnel | 214,000 | |
| | Operations and Capital | 4,009,861 | |
| | TOTAL | | 4,223,861 |
| b) | Fire: | | |
| | Personnel | 34,000 | |
| | TOTAL | | 34,000 |
| c) | Management: | | |
| | Personnel | 74,900 | |
| | TOTAL | | 74,900 |
| d) | Finance: | | |
| | Personnel | 174,900 | |
| | Operations and Capital | 27,471 | |
| | TOTAL | | 202,371 |
| e) | Information Technology: | | |
| | Personnel | 80,900 | |
| | TOTAL | | 80,900 |
| f) | Non-Departmental | | |
| | Debt Service | 1,305,000 | |
| | Transfers | 3,533,600 | |
| | Advances | 21,900 | |
| | TOTAL | | 4,860,500 |
| | WATER FUND TOTAL | | 9,476,532 |

Section 41. That there be appropriated from the 503 - Renewal & Improvement Fund:

| | | | |
|----|---------------------------------|---|----------|
| a) | Capital | | |
| | Operations and Capital | 0 | |
| | TOTAL | | 0 |
| b) | Non-Departmental | | |
| | Transfers | 0 | |
| | TOTAL | | 0 |
| | WATER R&I FUND TOTAL | | 0 |

Section 42. That there be appropriated from the 504 - Water Utility Reserve Fund:

| | | | |
|----|--------------------------------------|-----------|------------------|
| a) | Capital | | |
| | Operations and Capital | 3,308,600 | |
| | TOTAL | | 3,308,600 |
| b) | Non-Departmental | | |
| | Debt Service | 0 | |
| | Advances | 0 | |
| | TOTAL | | 0 |
| | WATER UTILITY RES. FUND TOTAL | | 3,308,600 |

Section 43. That there be appropriated from the 505 - Water Bond Service Fund:

| | | | |
|----|------------------------|-------|-------|
| a) | Capital | | |
| | Operations and Capital | 5,000 | |
| | TOTAL | | 5,000 |

| | | |
|----|--------------------------------------|------------------|
| b) | Non-Departmental | |
| | Debt Service | 1,225,500 |
| | Transfers | 0 |
| | TOTAL | 1,225,500 |
| | WATER BOND SERVICE FUND TOTAL | 1,230,500 |

Section 44. That there be appropriated from the 551 - Sewer Fund:

| | | |
|----|--------------------------------|------------------|
| a) | Engineering: | |
| | Personnel | 214,000 |
| | Operations and Capital | 3,487,620 |
| | TOTAL | 3,701,620 |
| b) | Management: | |
| | Personnel | 74,900 |
| | TOTAL | 74,900 |
| c) | Finance: | |
| | Personnel | 174,900 |
| | Operations and Capital | 21,000 |
| | TOTAL | 195,900 |
| d) | Information Technology: | |
| | Personnel | 80,900 |
| | TOTAL | 80,900 |
| e) | Non-Departmental | |
| | Debt Service | 22,500 |
| | Transfers | 455,167 |
| | Advances | 54,730 |
| | TOTAL | 532,397 |
| | SEWER FUND TOTAL | 4,585,717 |

Section 45. That there be appropriated from the 552 - Sewer Acquisition/Capital Fund:

| | | |
|--|--------------------------------------|----------------|
| | Operations and Capital | 382,167 |
| | SEWER ACQ./CAPITAL FUND TOTAL | 382,167 |

Section 46. That there be appropriated from the 571 - Storm Water Management Fund:

| | | |
|----|------------------------|---------|
| a) | Engineering: | |
| | Personnel | 65,400 |
| | Operations and Capital | 0 |
| | TOTAL | 65,400 |
| b) | Streets: | |
| | Personnel | 312,600 |
| | Operations and Capital | 468,150 |
| | TOTAL | 780,750 |
| c) | Management: | |
| | Personnel | 36,200 |
| | TOTAL | 36,200 |
| d) | Finance: | |
| | Operations and Capital | 0 |
| | TOTAL | 0 |

| | | |
|----|-------------------------------|------------------|
| e) | Capital: | |
| | Operations and Capital | 378,600 |
| | TOTAL | 378,600 |
| f) | Non-Departmental: | |
| | Debt | 24,000 |
| | Transfers | 0 |
| | Advances | 32,840 |
| | TOTAL | 56,840 |
| | STORM WATER FUND TOTAL | 1,317,790 |

Section 47. That there be appropriated from the 723 - Fire Insurance Fund:

| | | |
|----|----------------------------------|----------|
| a) | Capital | |
| | Operations and Capital | 0 |
| | TOTAL | 0 |
| b) | Non-Departmental | |
| | Transfers | 0 |
| | Advances | 0 |
| | TOTAL | 0 |
| | FIRE INSURANCE FUND TOTAL | 0 |

Section 48. That there be appropriated from the 732 - Unclaimed Money Fund:

| | | |
|--|-----------------------------------|---------------|
| | Operations and Capital | 33,335 |
| | UNCLAIMED MONEY FUND TOTAL | 33,335 |

Section 49. That there be appropriated from the 802 - Cash Surety Fund:

| | | |
|--|-------------------------------|----------------|
| | Operations and Capital | 300,000 |
| | CASH SURETY FUND TOTAL | 300,000 |

| | |
|--|--------------------|
| The Total of All Appropriations Shall Be: | 103,998,498 |
|--|--------------------|

Section 50. The Director of Finance shall have authority to move money from one account number to another within any fund/department/expense classification (such as personnel, operations and capital, debt, transfers, or advances) without need of additional legislation.

Section 51. The Director of Finance is hereby authorized to draw checks on the City Treasury for payment from any of the foregoing appropriations upon receiving certificates and invoices therefore, approved by authorized officers of the City; provided that no checks shall be drawn or paid for salaries, wages, or other payments except as shall be authorized in accordance with law or ordinance.

Section 52. 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 53. 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-8771

**New Business K.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

Horizon Line - Development Agreement - Executive Boulevard/State Route 201

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council **Date(s) of Committee Review:** 11/07/2022
Work
Session

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The Execution Of A Development Agreement With Horizon Line Development, LLC.
(first reading)

Purpose and Background

The City and Horizon Line Development, LLC (the "Developer") previously entered into a development agreement via Resolution No. 2021-R-7010, and the previous development agreement expired on July 29, 2022. The City and the Developer have negotiated terms and wish to enter into a new and separate development agreement (the "Agreement"). The Agreement provides for the development of +/-42 acres of real property owned by the City located at the northwest intersection of Executive Boulevard and State Route 201 (Brandt Pike). The Developer proposes to construct, or cause to be constructed, +/- 532 units of market-rate multi-family housing as well as develop +/- 12.5 acres for commercial/retail uses. It is estimated that the City will gross \$14.1M in revenues over 30 years from this project.

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 EXECUTION OF A DEVELOPMENT AGREEMENT WITH HORIZON LINE DEVELOPMENT, LLC.

WHEREAS, the City and Horizon Line Development, LLC (the “Developer”) previously entered into a development agreement via Resolution No. 2021-R-7010; and

WHEREAS, the previous development agreement associated with Resolution No. 2021-R-7010 expired on July 29, 2022; and

WHEREAS, the City and Developer wish to enter into a new and separate development agreement (the “Agreement”); and

WHEREAS, the Agreement provides for the development of +/- 42 acres of real property owned by the City located at the northwest intersection of Executive Boulevard and State Route 201 (Brandt Pike) (herein referred to as the “Property”); and

WHEREAS, the Developer proposes to construct, or cause to be constructed, +/- 532 units of market rate multi-family housing as well as develop +/- 12.5 acres for commercial/retail uses (the “Project”); and

WHEREAS, the City and Developer have determined to enter in Agreement (Exhibit A attached hereto) to provide for the construction of the Project and associated development incentives including the provision of related real property tax exemptions; and

WHEREAS, to facilitate economic development within the City and the development of the Project, thereby improving the economic welfare of the people of the State of Ohio, City of Huber Heights, this Council finds that it is in the best interest of the City to provide for the execution and delivery of the Agreement.

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

Section 1. The Agreement by and between the City and Developer providing for the construction of the Project and the provision of development incentives including the provision of related real property tax exemption for the purposes of facilitating economic development within the City and the creation of new jobs and employment opportunities, thereby improving the economic welfare of the people of the State of Ohio, City of Huber Heights in the form attached hereto as Exhibit A is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager. The City Manager, for and in the name of this City, is hereby authorized to execute the Agreement, provided further that the approval of changes thereto by that official, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 2. The Council further hereby authorizes and directs the City Manager, Director of Finance, City Attorney, Clerk of Council, or other such appropriate offices of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution.

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

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

Passed by Council on the ____ day of _____, 2022;
____ Yeas; ____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

HORIZON LINE DEVELOPMENT AGREEMENT

by and between

CITY OF HUBER HEIGHTS, OHIO

and

HORIZON LINE DEVELOPMENT, LLC

relating to

**EXECUTIVE DRIVE MULTI FAMILY DEVELOPMENT
AND OPTION
FOR ADJACENT MIXED USE PROJECT**

dated as of

_____, 2022

DEVELOPMENT AGREEMENT

This HORIZON LINE DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into this ____ day of _____, 2022; the terms of which shall become effective and applicable on January 1, 2023 (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 **HORIZON LINE 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:

RECITALS

WHEREAS, the City currently owns approximately 50.927 acres of real property located at 7125 Executive Boulevard, Huber Heights, Ohio, commonly known as Parcel Nos. P70 03190 0080, P70 03190 0081, and P70 03190 0005 and more particularly described as the “City Parcel” 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 Parcel consisting of approximately 17.6 +/- acres, as legally described and/or depicted on EXHIBIT B attached hereto and incorporated herein by reference (the “Horizon Line Property”).

WHEREAS, Developer proposes to construct, or cause to be constructed, on the Horizon Line Property a market rate multi-family development with a minimum total density of 18 units per acre and a minimum investment of fifty-four million dollars (\$54,000,000) on the 17.6 +/- acres as depicted on the Concept Plan (the “Concept Plan”) set forth on EXHIBIT C attached hereto and incorporated herein by reference (the “Horizon Line Development Project”)

WHEREAS, City shall provide Developer an Option to Purchase all of City's right, title and interest in and to a certain portion of the City Parcel consisting of approximately 12.0 +/- acres, to the East of the Horizon Line Property (the "Horizon Line Option Multi-Family Property") and certain portion of the City Parcel consisting of 12.5 fronting Executive Boulevard the ("Horizon Line Option Commercial Property") both as legally described and/or depicted on EXHIBIT D attached hereto and incorporated herein by reference (collectively the "Horizon Line Option Property") provided Developer agrees to construct, or cause to be constructed, on the Horizon Line Option Multi-Family Property a multi-family development which when combined with the development on the Horizon Line Property, will consist of approximately 532 market rate units with a total minimum density over the two sites (Horizon Line Development Property and Horizon Line Option Multi-Family Property) of 18 units per acre and a minimum investment of thirty-four million dollars (\$34,000,000) and to construct, or cause to be constructed, on the Horizon Line Commercial Property various tavern/bars, restaurants and retail establishments (excluding gas stations) with the total minimum investment on all such parcels of \$90,000,000.

WHEREAS, the City desires to grant to Developer, for the benefit of the Horizon Line Development Project and if applicable the Horizon Line Option Property, a mutually acceptable temporary construction easement over that certain portion of the City Parcels consisting of approximately 8.234 acres, commonly known as Parcel No. P70 03910 0005, as legally described and/or depicted on EXHIBIT E attached hereto and incorporated herein by reference (the "Retention Facility Property") for the purposes of constructing the Retention Facilities (defined below) in accordance with the Concept Plan (the "Temporary Construction Easement").

WHEREAS, the City desires to grant to Developer, for the benefit of the property purchased by Developer herein, and other properties, mutually acceptable Retention Easements (defined below) over, in and to the Retention Facility Property and for the connection and use of the

Retention Facilities in a manner sufficient to service the Horizon Line Development Project and other parcels.

WHEREAS, City Council heretofore passed Ordinance No. 2003-O-1409 on April 28, 2003 (the “*TIF Ordinance*”), pursuant to the TIF Statutes, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43, thereby exempting from taxation any improvements to the real property subject to the TIF Ordinance (which includes the Horizon Line Property) and requiring the current and future property owners to make service payments in lieu of taxes (those payments, and any other payments received by the City in connection with the TIF Ordinance under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, are collectively referred to as the “*TIF Payments*”); and

WHEREAS, the City has determined that the construction of the Horizon Line Development Project is expected to result in the creation of employment opportunities within the City as well as the creation of various types of housing for its residents; and

WHEREAS, the Horizon Line Property and Horizon Line Option Property is located within the proposed expansion of CRA # 7 and the parties have determined to enter into this Agreement to provide for the construction of the Horizon Line Development Project, and the provision of related real property CRA tax exemptions and if applicable to extend such tax exemptions to the Horizon Line Option Property;

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

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.

1.2 Definitions. As used herein:

“***Agreement***” means this Horizon Line 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 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 Manager***” means the City Manager of the City or as applicable Interim City Manager.

“***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 # 7 Resolution***” means Resolution No. 94-R-1453, adopted by City Council on June 20, 1994, and also includes any amendments thereto as may be provided for herein, including the proposed amended CRA #7 Resolution anticipated to be adopted on _____, 2022.

“***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.

“Declaration” means the Declaration of Covenants (which shall be substantially in the form attached hereto as **EXHIBIT F**) which shall be executed and recorded by the Developer in accordance with Section 2.2.

“Developer” means Horizon Line Development, LLC, an Ohio limited liability company.

“Effective Date” means January 1, 2023.

“Existing Public Infrastructure Improvements” means, collectively, the interchange at I-70 and S.R. 201, the interchange at I-70 and S.R. 202, the Music Center, the Aquatic Center and the new fire station, each of which the Parties acknowledge directly benefit the Horizon Line Property.

“Improvements” shall have the same meaning as set forth in Ohio Revised Code Section 5709.40(A)(4).

“Minimum Service Payment” means each payment required to be made to the City pursuant to Section 5.3.

“MSP First Payment Year” means, with respect to the parcel upon which Horizon Line Development Project is constructed, the calendar year next succeeding the first tax year in respect of which the Horizon Line Development Project is exempted from real property taxation pursuant to CRA # 7 Resolution and in accordance with this Agreement. For purposes of this Agreement, the Parties agrees that: (a) the first tax year of such exemption shall be the next succeeding calendar year in which such Horizon Line Development Project is completed, (b) the Horizon Line Development Project shall be deemed “completed” in the calendar year in which a certificate of occupancy is issued for the final phase of improvements, including all buildings to be constructed as part of the Horizon Line Development Project and (c) the City shall provide written notification to the County Auditor as to the calendar year in which such exemption shall commence. For purposes of example, if the Horizon Line Development Project is completed in calendar year 2023

and first fully assessed for taxation in calendar year 2024 (calendar year 2024 also being the initial tax year), the MSP First Payment Year would be calendar year 2025. In no event, the first MSP shall be due no later than the calendar year 2026.

“MSP Last Payment Year” means, with respect to the parcel upon which the Horizon Line Development Project is constructed, the calendar year next succeeding the last tax year in respect of which that Horizon Line Development Project is exempted from real property taxation pursuant to CRA #7 Resolution and in accordance with this Agreement. For purposes of example, if a fifteen (15) year real property tax exemption is granted for the Horizon Line Development Project which is completed in calendar year 2023 and first assessed for taxation in calendar year 2024 (calendar year 2024 also being the initial tax year), the MSP Last Payment Year (unless earlier revised by the City in accordance with this Agreement) would be calendar year 2039.

“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 Kettering Tower
Pickrel Schaeffer & Ebeling
Dayton, Ohio 45423
Attention: Law Director
Telephone: (937) 223-1130

as to the Developer:

Horizon Line Development, LLC
Attention: Kevin M. Brokaw
2211 Medina Road, Suite 100
Medina, Ohio 44256
Telephone: (216) 570-7055
Email: brokawdevelopment@outlook.com

With a duplicate to:

The Law Offices of Phillip A. Helon

Attn: Phillip A. Helon, Esq.
2211 Medina Road, Suite 100
Medina, Ohio 44256
Telephone: (216) 978-7463
Email: pah@helonlaw.com

“Parties” means, collectively, the City and the Developer.

“Primary Developer” means the Developer, or such successor in interest to the Developer in respect of any portion of the Horizon Line Property, who will be primarily responsible for completing the Horizon Development Project on the Horizon Line Property.

“Real Property Tax Exemption Recipient” shall have the meaning set forth in Section 5.2.

“State” means the State of Ohio.

“TIF Ordinance” means Ordinance No. 2003-O-1409 passed by the City Council on April 28, 2003 in Montgomery County, Ohio.

“TIF Payments” means those monies distributed by the County to the City in respect of the TIF Exemption and which will include service payments in lieu of taxes remitted by owners of real property subject to the TIF Exemption and any other payments received by the City in connection with the TIF Ordinance under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time.

“TIF Exemption” means the exemption from real property taxation for the Improvements as authorized by the TIF Statute and the TIF Ordinance.

“TIF Statute” means, collectively, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, and those sections as each may hereafter be amended from time to time.

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

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 Horizon Development Project.

2.2 Term of Agreement. This Agreement shall become effective when approved by City Council and signed by the City Manager 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.

Declaration of Covenants.

2.3.1 Filing. It is intended and agreed, and it will be so provided by the Developer in the Declaration relating to the Horizon Line Property and as applicable the Horizon Line Option Property to be recorded by the Developer in the real property records maintained in the office of the County Recorder immediately after the recording of the Deed to Developer and prior to any other documents that may create a lien on the Horizon Line Property and as applicable the Horizon Line Option Property that certain covenants set forth herein shall hereafter be binding upon owners of the Horizon Line Property and as applicable the Horizon Line Option Property. The covenants set forth in the Declaration are hereby incorporated into this Agreement by this reference. Subject to the further related conditions set forth herein, the City shall not be obligated to grant a real property tax exemption pursuant to CRA # 7 Resolution in respect of any parcel of the Horizon Line Property and as applicable the Horizon Line Option Property until the Declaration has been recorded in the office of the County Recorder as a covenant running with the land with priority

over any other liens or encumbrances to which that parcel of the Horizon Line Property and as applicable the Horizon Line Option Property is subject other than those in favor of or approved in writing by the City.

2.3.2 Termination. Upon satisfaction of the obligations of the Developer related to the Horizon Line Property and as applicable the Horizon Line Option Property to make the TIF Payments and the Minimum Service Payments, the City will, upon the request of the owner, execute an instrument in recordable form evidencing the termination of the Declaration with respect to the Horizon Line Property and as applicable the Horizon Line Option Property and releasing the covenants running with the land as set forth in the Declaration with respect to that owner's portion.

2.4 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 Horizon Line Property, together with all improvements, easements, appurtenant rights, privileges, reservations, rights-of-way, licenses and permits owned by the City and relating to the Horizon Line 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 Horizon Line 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).

2.5 Purchase Price. The purchase price ("Purchase Price") for the Horizon Line Property Two Million Eighty Eight Thousand Dollars (\$2,088,000.00) for 17.6 acres. The Purchase Price, subject to such prorations, 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.

2.6 Evidence of Title. Upon execution of this Agreement, Developer shall cause American Land Title Affiliates, LLC, located at 525 N. Cleveland Massillon Rd., Suite 206, Fairlawn, Ohio 44333 (the "Title Company") to issue its A.L.T.A. Commitment for Owner's Policy of Title Insurance with respect to the Horizon Line 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 respective 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.

2.7 Title Objections. Developer is hereby granted a period of fifteen (15) days from the Effective Date 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 Horizon Line Property (each, 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 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 Horizon Line Property be deemed a Permitted Encumbrance and the City shall be required to remove and/or satisfy all monetary liens or encumbrances affecting the Horizon Line Property prior to or at Closing so that the same do not appear on the final Owners Policy.

2.8 Survey. Within five (5) days after the Effective Date, the City shall deliver to Developer copies of the most recent survey of the Horizon Line Property in the City’s possession or control. Developer shall obtain, at Developer’s sole cost and expense, an updated survey of the Horizon Line 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 Horizon Line Property to be consistent with EXHIBIT B all items referenced in the Commitment, and such other items as Developer may reasonably request (the “Survey”).

2.9 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** and **EXHIBIT D** attached hereto and incorporated herein creating the Horizon Line Property, the Horizon Line Option Multi-Family Property and Horizon Line Option Commercial Property as separate legal parcels of real property, with any 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 Horizon Line Property, the Horizon Line Option Multi-Family Property and Horizon Line Option Commercial 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 any dedicate public roads upon completion.

2.10 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.

2.11 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. All real property taxes, charges and installments of annual assessments which are due and payable or have become a lien on the Horizon Line Property on or before Closing will be paid by the City. All current real property taxes levied against the Horizon Line Property will be prorated and adjusted on a due date basis, payable in arrears. At or before Closing, the City will pay all delinquent taxes on the Horizon Line 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.

2.12 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"):

2.12.1 The recording of the Subdivision Plat by the City.

2.12.2 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 Horizon Line Property for Developer's intended use as multifamily residential use in accordance with the Concept Plan

2.12.3 The Parties written approval of the Retention Facility Plans (as defined below).

2.12.4 Passage of a CRA Resolution by City, extending CRA #7 to include the Horizon Line Property and Horizon Line Option Property 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 to 100% for up to 15 years for real property for the Horizon Line and Horizon Line Option Property.

2.12.5 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 Horizon Line Property, subject only to the Permitted Exceptions.

2.13 Closing Date. The consummation of the purchase and sale of the Horizon Line Property (“Closing”) shall occur at the offices of Escrow Agent, or in such other place or manner mutually acceptable to the parties no later than ninety (90) days after the effective date of this Agreement or such other date as the parties may mutually agree to in writing (the “Closing Date”). Unless extended by the parties, in the event that the Closing Date has not occurred on or before March 31, 2023, this Agreement shall terminate irrespective of any financial expenditure, investment or other use of resources on the part of any party

2.14 Broker Fee. The City and Developer acknowledge and agree no real estate brokers will be due a commission as a result of the consummation of the transactions contemplated by this Agreement, except for the fee payable to Tom Kretz of Irongate Realtors, Inc. (the “Broker”) in an amount equal to two percent (2%) of the gross Purchase Price (the “Fee”). The City and Developer acknowledge and agree that the payment of the Fee shall be split equally (50/50) between the City and Developer and payable to the Broker at Closing.

2.15 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 Horizon Line Property required to be discharged by the City under this Agreement, (ii) the conveyance or transfer taxes (if any), (iii) one-half (1/2) of the Broker Fee, and (vi) 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 relating to title insurance including of any requested endorsements or lender’s title insurance, (iii) one-half (1/2) of the Broker Fee, (iv) one-half (1/2) of the escrow fee, and (v) the cost of the Survey. Each party shall bear its own legal expenses.

2.16 Possession. Possession and occupancy of the Horizon Line 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 enter upon the City Parcel 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 Horizon Line Project.

2.17 Option. Upon Closing on the Horizon Line Property, City shall grant to Developer a six (6) month Option to purchase the Horizon Line Option property for Ninety Thousand Dollars (\$90,000.00) per acre. Developer shall pay to City an Option fee of Fifty Thousand Dollars (\$50,000.00) for said option which shall be nonrefundable, but applied to the purchase price should Developer close on the Horizon Line Option Property. City shall also grant at the request of Developer six (6) additional 30 day individual option extensions for an option fee of Ten Thousand Dollars \$10,000 for each thirty day option extension which shall be nonrefundable, but applied to the purchase price should Developer close on the Horizon Line Option Property. Closing on the Option is subject to Developer agreeing (i) to construct, or cause to be constructed, on the Horizon Line Option Multi-Family Property a market rate multi-family development which when combined with the development on the Horizon Line Property, will consist of a minimum of 532 market rate units with a total minimum density over the two sites (Horizon Line Development Property and Horizon Line Option Multi-Family Property) of 18 units per acre and (ii) to construct, or cause to be constructed, on the Horizon Line Commercial Property various tavern/bars, restaurants and retail establishments (excluding gas stations) with the total minimum investment on the combined parcels of \$90,000,000. It is agreed that the total number of multifamily units may be reduced provided a mixed use of taverns/bars, restaurants and retail (not gas stations) are provided on the Horizon Line Option Multi-Family Property, and to construct, or cause to be constructed, on the Horizon Line Commercial Property various tavern/bars, restaurants and retail establishments (excluding gas stations).

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

3.1 Representations and Covenants of the City. The City represents and covenants that:

3.1.1 It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

3.1.2 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.

3.1.3 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.

3.1.4 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.

3.1.5 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.

3.1.6 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.

3.1.7 Ordinance No. _____ passed by City Council on _____, 2022 authorizing the execution and delivery of this Agreement, has been duly passed and is in full force and effect as of the Effective Date.

3.2 Representations and Covenants of the Developer. The Developer represents and covenants that:

3.2.1 It is a for profit limited liability company duly organized and validly existing under the applicable laws of the State.

3.2.2 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.

3.2.3 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.

3.2.4 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.

3.2.5 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.

3.2.6 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.

3.2.7 It, each of its members, 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

HORIZON DEVELOPMENT PROJECT

4.1 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 Horizon Line Development Project and to perform any and all of its duties and obligations relating to the Horizon Line 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.

4.2 Development Project. The Parties acknowledge and agree that the Horizon Line 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:

A market-rate multi-family development on the Horizon Line Property with a total density of 18 units per acre and a minimum investment of fifty-four million dollars (\$54,000,000). The Developer anticipates that approximately 100 temporary jobs will be created in connection with the construction of the Horizon Line Development Project and approximately 5 permanent jobs will be created at the Horizon Line Development Project when it is fully completed and occupied.

4.3 Submittal of Plans for Development Project. For the Horizon Line Development Project, the Developer shall prepare and submit a 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.

4.4 Installation of Utilities and Roadways. The Developer shall be responsible for the following with respect to the Horizon Line Development Project:

4.4.1 Water. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the water lines, hydrants, valves, and related appurtenances within the Horizon Line 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.

4.4.2 Sanitary Sewer. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the sanitary sewer lines and related appurtenances within the Horizon Line 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 and an easement granted to the City.

4.4.3 Storm Sewer. Except as otherwise provided herein, at no cost to the Developer, the City shall grant to the Developer, for the benefit of the Horizon Line Property and in accordance with the Concept Plan and the project schedule for the Horizon Line Development Project, mutually acceptable storm sewer drainage easements (the "Retention Easements") in and to a dedicated storm sewer collection system and related offsite and detention and/or retention ponds to be located on the Retention Facility Property, which will be designated on the detailed development plan(s) and plat(s) for the Horizon Line Development Project (the "Retention Facilities"). At no cost to the Developer, the City shall grant to the Developer, for the benefit of the Horizon Line Property, the Temporary Construction Easement permitting Developer at its sole cost to construct and install the Retention Facilities on the Retention Facility Property in accordance with the Concept Plan and Retention Facility Plans.

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 Horizon Line Property, Horizon Line Option Property in addition to supporting storm water management needs associated with the future development of Parcels No. P70 0391002 0012 and P70 03910 0005. The exact location and size of such storm sewer drainage easements and Retention Facilities to be located on the Retention Facility Property, shall be determined by the detailed development plan(s) and final plat(s) as mutually approved by the City and Developer, consistent with 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 Horizon Line Property, which proportionate share shall be based upon the ratio of the total square footage of all impervious surfaces on the Horizon Line Property to the total square footage of all the impervious surfaces on all other real property utilizing the Retention Facility 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 Horizon Line Property.

4.4.4 Roadways. Except as otherwise provided herein, all roads within the Horizon Line Development Project shall be constructed by the Developer as needed for its intended use of the Horizon Line Development Project. All public roads shall be constructed in

accordance to 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 City. All roads shall be reviewed, inspected and approved by the City. The City shall provide an easement across the City Parcel to the Horizon Line Development project off of Executive Boulevard at the Meier driveway interchange.

4.4.5 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 or other public or private utilities to service the Horizon Line 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 Horizon Line Development Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Horizon Line 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.

4.4.6 Dedication. All public utilities and public roadways (including related rights-of-way) installed and/or constructed within the Horizon Line Development Project (except certain of the storm sewer improvements referenced in Section 4.4.3 which may hereafter be identified by the City and the utility cross easements described in Section 4.4.5) 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.

4.4.7 The Parties acknowledge that the Horizon Line Property and Horizon Line Option Property needs to be rezoned to permit the Horizon Line 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.

4.5 Developer Obligations. The Developer shall be responsible for developing the Horizon Line Development Project in accordance with the detailed development plans, 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 **Horizon Line Property** and to design, finance and construct the Horizon Line Development Project. Unless a later date applies to a given obligation, (other than the time frame to purchase property) as expressly set forth in this Agreement, the obligations under this Agreement of the Developer shall, as to the Horizon Line Development Project, commence at such time as title to the parcel(s) upon which said Horizon Line Development Project is to be constructed is/are transferred to the Developer as evidenced by the recordation of the deed(s) to said parcel(s).

4.6 Permits. Prior to commencing construction of the Horizon Line 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 Horizon Line Development Project consistent with the detailed development plan(s) for the Horizon Line 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.

4.7 Fees, Charges and Taxes. The Developer shall, as and when customarily payable to the City on projects comparable to the Horizon Line Development Project, pay the then current standard fees in connection with any construction of the Horizon Line 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 Horizon Line Development Project. The Developer acknowledges and agrees that the City reserves the right to adjust the standard fees described in this Section 4.7 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 Horizon Line Development Project shall be timely paid.

4.8 Provision of City Services. The City agrees to provide to the Horizon Line 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.

4.9 Insurance and Bonds. Insurance and bonds shall be provided by the Developer or its contractors and subcontractors during the course of development of the Horizon Line Development Project only if and as otherwise required by the City Codified Ordinances and other applicable development regulations.

4.10 Compliance with Laws. In connection with the construction of the Horizon Line 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 Horizon Line 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 Horizon Line Development Project or any part thereof.

4.11 Expeditious Completion of the Horizon Line Development Project. The Parties agree that the expeditious completion of the Horizon Line 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 Horizon Line 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 Horizon Line 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 Horizon Line Development Project.

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(END OF ARTICLE IV)

ARTICLE V
COMMUNITY REINVESTMENT AREA

5.1 General. The Parties acknowledge that the provision of real property tax exemptions in respect of the **Horizon Line** Property and Horizon Line Option Property will be important to facilitate the construction of the Horizon Line Development Project.

Community Reinvestment Area # 7. The Parties agree that:

5.1.1 In accordance with CRA # 7 Resolution, the City can provide real property tax exemptions of up to 100% for up to 15 years for real property located within CRA # 7.

5.1.2 The City will extend CRA #7 to include the Horizon Line Property and Horizon Line Option Property

5.1.3 To facilitate the construction of the Horizon Line 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 Horizon Line 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 extending CRA #7 and granting real property tax exemptions for the Horizon Line Property and Horizon Line Option Property for as soon as practicable.

5.1.4 Provided that the CRA Resolution extending CRA #7 for the Horizon Line Property and Horizon Line Option Property has been passed by City Council, the Developer agrees related to the Horizon Line Development Project to file with the City, promptly following the issuance (which issuance will not be unreasonably conditioned, withheld or delayed) by the City of a certificate of occupancy for the Horizon Line 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:

5.1.4.1 Confirmation that construction of the Horizon Line Development Project has been completed and a certificate of occupancy has been issued therefor,

5.1.4.2 Confirmation that the Retention Facilities on the Retention Facility Property have been completed.

5.1.4.3 Confirmation that the Horizon Line Development Project has been constructed to include at least approximately the number of units described in Section 4.2, and

5.1.4.4 Confirmation that the Horizon Development Project created at least approximately the number of temporary and permanent jobs as described in Section 4.2.

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 Horizon Line 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 Horizon Line Property.

Provided that the CRA Resolution for the Horizon Line Property and Horizon Line Option Property has been passed by City Council, the City agrees that promptly following confirmation of an application filed in accordance with this Section 5.2.4, the City will approve a 100% - 15-year real property tax exemption in respect of the Horizon Line Property, all in accordance with CRA # 7 Resolution. The Developer acknowledges that the City will review the Horizon Line Development Project throughout the term of the real

property tax exemption to determine whether the Horizon Line Development Project is in compliance with the parameters set forth in Section 4.2. The Developer further agrees that if the City determines in good faith that the Horizon Line Development Project has failed to maintain the minimum number of jobs or minimum amount of fair market valuation (both as described in Section 4.2), or in the event the Owner fails to make the 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 and/or the City may increase, the Minimum Service Payments under Section 5.3 to a higher amount but in no event higher than the amount that Developer would have paid in real estate taxes but for the CRA exemption. The remedies set forth in this paragraph shall not be subject to the 30 days' notice or arbitration provisions under Section 6 of this Agreement.

The City agrees that this Agreement is the agreement specified under Section 3 of CRA #7 Resolution and that tax exemptions granted pursuant to the TIF Statute shall be subject and subordinate to property tax exemptions granted pursuant to CRA #7 Resolution. In accordance with Section 4 of CRA #7 Resolution, the Housing Officer shall designate in the Housing Officer's approval of a pre-application or final application for a CRA property tax exemption that such exemption shall have priority with respect to the Horizon Line Property over a property tax exemption granted pursuant to the TIF Statute.

The City agrees that for so long as the Developer or successor Owner of the Horizon Line Property is the recipient of a real property tax exemption in accordance with this Section 5.2 (a "*Real Property Tax Exemption Recipient*") and that Real Property Tax Exemption Recipient is complying with the terms of this Section 5.2, 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 Horizon Line Development Project failing to maintain the minimum number of jobs or minimum amount of fair market valuation (both as described in Section 4.2) and make the Minimum Service Payments, 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.

5.2 Minimum Service Payments. The Developer, on behalf of itself and each subsequent owner of any portion of the **Horizon Line Property**, acknowledges and agrees that the **Horizon Line Property** is also subject to a minimum service payment obligation (the "*Minimum Service Payment Obligation*"), which constitutes or is similar to a minimum service payment obligation under Ohio Revised Code Section 5709.91. The Minimum Service Payment Obligation for the **Horizon Line Property** shall be satisfied in each year by the remittance to the City of a Minimum Service Payment, which annual Minimum Service Payment shall be remitted to the City in two equal installments on February 15 and July 15 of each year (50% of the annual payment shall be due on each date) commencing in the MSP First Payment Year and continuing through and including the MSP Last Payment Year. The annual amount of such Minimum Service Payment for the **Horizon Line Property** shall be in the amounts as follows:

5.2.1 For the Horizon Line Property, the annual amount of the Minimum Service Payment shall equal:

| <u>Year</u> | <u>Annual Amount</u> |
|-------------------------|----------------------|
| MSP Payment Year 1 | \$92,500 |
| MSP Payment Years 2-5 | \$150,000 |
| MSP Payment Years 6-10 | \$225,000 |
| MSP Payment Years 11-15 | \$325,000 |

If a Minimum Service Payment Obligation exists with respect to the Horizon Line Property in any calendar year, the City will prepare and send an invoice for the amount of the Minimum Service Payment for the Horizon Line Property to the owner of the Horizon Line Property at its registered address for tax bills. The owner must pay the Minimum Service Payment to the City pursuant to payment instructions set forth in the invoice in immediately available funds within 30 days of its delivery. The City may assess a 10% administrative fee and interest accruing at an annual rate of 10% on any Minimum Service Payment not paid within 35 days of the delivery of the invoice. The City may certify delinquent Minimum Service Payments, fees and interest to the County Auditor for collection on real property tax bills. Any late payments of amount so certified will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. In no event shall the Minimum Service Payment for the Horizon Line Property equal less than zero dollars. Developer agrees that these payments shall have priority, superior to any lender, and be recorded with the County as part of the Declaration. The Declarations shall be recorded prior to any other documents constituting a lien on the Horizon Line Property

In the event that the Horizon Line Property is subject to an action that could impair or foreclose the lien created by the Declaration (such as a property tax foreclosure action), and provided that the Horizon Line Property is still subject to the Minimum Service Payment Obligation at the time that such foreclosure becomes effective, the City may declare immediately due and payable all Minimum Service Payments projected to be due in the then current year or any future year (through and including the Minimum Service Payment Last Payment Year) based on the then current value of the Horizon Line Property

(as determined by the County Auditor) and then current real property tax rates applicable to the Horizon Line Property.

5.3 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 Horizon Line 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.

5.4 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 V)

ARTICLE VI
EVENTS OF DEFAULT; REMEDIES

6.1 Developer Default. Any one or more of the following shall constitute a Developer Default under this Agreement:

6.1.1 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;

6.1.2 Any representation or warranty made by the Developer in this Agreement is false or misleading in any material respect as of the time made;

6.1.3 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;

6.1.4 The making by the Developer of a general assignment for the benefit of creditors;

6.1.5 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

6.1.6 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.

6.2 City Default. Any one or more of the following shall constitute a City Default under this Agreement:

6.2.1 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;

6.2.2 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

6.2.3 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.

6.3 Remedies.

In the event that the Developer shall create or suffer a Developer Default under this Agreement (other than as set forth in Section 5.2 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:

6.3.1 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.

6.3.2 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.

6.3.3 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.

6.3.4 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.

6.3.5 The arbitrator(s) shall hold a hearing (the “**Arbitration Hearing**”) within forty-five (45) days from the date of selection or appointment.

6.3.6 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.

6.3.7 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.

6.3.8 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.

6.3.9 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.

6.3.10 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.

6.3.11 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.

6.3.12 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.

6.3.13 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.

6.3.14 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.

6.3.15 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:

6.3.15.1 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.

6.3.15.2 The mediation shall be conducted at a mutually agreeable place in Montgomery County, Ohio.

6.3.15.3 The mediation shall be conducted at a mutually agreeable date, within thirty (30) days from the appointment of the mediator.

6.3.15.4 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.

6.3.15.5 The mediation shall be attended in person by the Parties' respective counsel and designated representative with full authority to settle the Dispute.

6.3.15.6 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.

6.3.15.7 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.

6.3.15.8 Each of the Parties hereto represents and warrants that it has the authority to enter into this provision.

6.3.15.9 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.

6.3.15.10 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.

6.3.15.11 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.

6.3.15.12 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.

6.3.15.13 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.

6.4 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.

6.5 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 VI)

ARTICLE VII

MISCELLANEOUS

7.1 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 Developer; *provided, further,* any assignment shall not have an effective date earlier than the date title to the parcel upon which such Horizon Line 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 Horizon Line Development Project has been completed, the Developer may sell the Horizon Line Property and assign this Agreement to an unrelated third party, which has the financial resources and expertise to own and operate the Horizon Line Development Project, with the written consent of the City, which consent will not be unreasonably conditioned, delayed or withheld.

7.2 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 Horizon Line 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 Horizon Line Development Project owned by the Developer.

7.3 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.

7.4 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.

7.5 Developer Mortgagee Rights. The City hereby acknowledges that, from time to time during the development of the Horizon Line Development Project and the Developer will obtain financing in connection with the Horizon Line Development Project which will be secured in whole or in part by assignments, pledges or mortgages of the Developer's interests in the Horizon Line 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.

7.6 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.

7.7 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. All prior agreements between the parties relative to the subject matter of this Agreement are expressly terminated.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 No Third-Party Beneficiary. Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 7.1, 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 7.1, 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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 VII – 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.

HORIZON LINE DEVELOPMENT, LLC, an Ohio limited liability company

By:

Douglas C. Leohr, Manager

By:

Kevin M. Brokaw, Manager

STATE OF OHIO)

) SS:

COUNTY OF MEDINA)

On this _____ day of _____, 20212022, before me a Notary Public personally appeared Douglas C. Leohr, Manager of Horizon Line 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 Horizon Line 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 MEDINA)

On this _____ day of _____, 20212022, before me a Notary Public personally appeared Kevin M. Brokaw, Manager of Horizon Line 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 Horizon Line 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: _____, 20__

James A. Bell
Director of Finance
City of Huber Heights, Ohio

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF CITY PROPERTY

EXHIBIT B
DEPICTION OF HORIZON PROPERTY

EXHIBIT C
CONCEPT PLAN

EXHIBIT D
HORIZON LINE OPTION PROPERTY DEPICTION AND LEGAL DESCRIPTION

EXHIBIT E
RETENTION FACILITY PROPERTY LEGAL DESCRIPTION

EXHIBIT F
FORM OF DEVELOPER DECLARATION OF COVENANTS
TAX INCREMENT FINANCING DECLARATION OF COVENANTS

This TAX INCREMENT FINANCING DECLARATION OF COVENANTS (this “Declaration”) is made by HORIZON LINE DEVELOPMENT, LLC, an Ohio limited liability company having its address at 1433 Grandview Avenue, Columbus, Ohio 43212 (the “Declarant”).

W I T N E S S E T H:

WHEREAS, the Declarant has acquired certain parcels of real property located in the City of Huber Heights, Ohio (the “City”), a description of which real property is attached hereto as **ATTACHMENTS A-1 AND A-2** (with each parcel as now or hereafter configured, a “Parcel”, and collectively, the “Parcels”), having acquired such fee simple title by instrument No. _____ recorded in the Official Records of the Office of the Recorder of Montgomery County, Ohio (the “County Recorder”), as O.R. _____, Page _____; and

WHEREAS, the Declarant contemplates making private improvements to the referenced Parcels; and

WHEREAS, the City, by its Ordinance No. 2003-O-1409 (the “TIF Ordinance”), has declared that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the “Improvement” as further defined in Ohio Revised Code Sections 5709.40, but which term, as specified in the TIF Ordinance, shall not include the increase in assessed value of any CRA Exempted Improvement (as defined therein) located upon such Parcel for so long and to the extent that such CRA Exempted Improvement is exempt from real property taxation pursuant to the CRA Statute (as defined therein) and the Agreement (defined below) is a public purpose and is exempt from taxation (such exemption referred to herein as the “TIF Exemption”) for a period as set forth in the TIF Ordinance and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”) and the TIF Ordinance; and

WHEREAS, it is necessary to acknowledge the construction of certain public infrastructure improvements (the “Existing Public Infrastructure Improvements”) which have heretofore been designated by the City as benefiting the Parcels and which Declarant agrees will directly benefit the Parcels; and

WHEREAS, the TIF Ordinance provides that the owner of the Parcels makes service payments in lieu of taxes with respect to any Improvement on that Parcels (the “TIF Payments”) which TIF Payments will be used to pay costs of the Public Infrastructure Improvements, all pursuant to and in accordance with the TIF Statutes and the TIF Ordinance; and

WHEREAS, the Declarant and the City entered into a Horizon Line Development Agreement dated as of _____, 2022 (the “Agreement”), a copy of which may be obtained from the office of the City Manager of the City at 6131 Taylorsville Road, Huber Heights, Ohio 45424; and

WHEREAS, the Agreement creates an obligation that the owners of the Parcels make certain minimum service payments with respect to those Parcels (the “*Minimum Service Payments*”); and

WHEREAS, this Declaration is being made and filed of record pursuant to Section 2.2 of that Agreement.

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

Section 1. **Defined Terms.** Any terms which are used but not defined herein shall have the meaning as set forth in the Agreement.

Section 2. **Development of the Parcels.** The Owners agree to develop the Parcels in the manner described in the Agreement.

Section 3. **Provision of Real Property Tax Exemptions Pursuant to CRA # 7 Resolution.** The Owners agree that the City shall not be required to provide any real property tax exemption with respect to the Parcels under CRA # 7 Resolution until the conditions set forth in Article V of the Agreement are satisfied and for as long as the conditions set forth in Article V of the Agreement are satisfied. The TIF Exemption and the obligation to make TIF Payments are subject and subordinate to any real property tax exemptions granted pursuant to CRA #7 Resolution.

Section 4. **TIF Payments.** Each Owner will make the TIF Payments attributable to its period of ownership of any Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance and any subsequent amendments or supplements thereto. TIF Payments will be made semiannually to the County Treasurer of Montgomery County, Ohio (or to such Treasurer’s designated agent for collection of the TIF Payments) on or before the due dates for payment of real property taxes for each Parcel, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. TIF Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel (after credit for any other payments received by the City under Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, or any successor provisions thereto, as the same may be amended from time to time, with such payments referred to herein as the “*Property Tax Rollback Payments*”) if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. (For avoidance of doubt, the Owner will not be required to make TIF Payments with respect to any increase in assessed value that is exempt from real property taxation pursuant to CRA #7 Resolution because such an increase in assessed value will be CRA Exempted Improvement, and thus, not included within the definition of Improvement.) No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and TIF Payments with respect to any portion of the Improvement, whether

pursuant to Section 5709.42 of the Ohio Revised Code or the Agreement; *provided, however*, this shall not preclude payment of any sum otherwise required to be paid under the Agreement.

Section 5. **Minimum Service Payments.** In addition to the obligation to make TIF Payments, the Owners agree to a minimum service payment obligation (the “*Minimum Service Payment Obligation*”) for each Parcel owned by such respective Owner, pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, and/or the Agreement and any subsequent amendments or supplements thereto to which the Developer or the Owner agrees. The Owners agree that the Minimum Service Payment Obligation is intended to constitute a minimum service payment obligation under Ohio Revised Code Section 5709.91 and shall be supported by a first lien on the Parcels pursuant to Ohio Revised Code Sections 5709.91 and 323.11. The total Minimum Service Payment Obligation due for each Parcel for any calendar year will be equal to the amount set forth in the Agreement; *provided* that the Minimum Service Payment Obligation shall not equal less than zero dollars. The Minimum Service Payment Obligation for each Parcel shall be effective for the term relating to each Parcel as set forth in the Agreement.

If a Minimum Service Payment Obligation exists with respect to a Parcel in any calendar year, the City will prepare and send an invoice for the amount of the Minimum Service Payment Obligation for that Parcel (such amount, the “*Minimum Service Payments*”) to the Owner for that Parcel at its registered address for tax bills. The Owner must pay the Minimum Service Payments invoiced to the City pursuant to payment instructions set forth in the invoice in immediately available funds within 30 days of its delivery. The City may assess a 10% administrative fee and interest accruing at an annual rate of 10% on any Minimum Service Payments not paid within 35 days of the delivery of the invoice. The City may certify delinquent Minimum Service Payments, fees and interest to the Miami County Auditor for collection on real property tax bills and/or proceed under the provisions of the Agreement to collect same, which includes the right to raise the Minimum Service Payments. Any late payments of amount so certified will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time.

In the event that the Parcel is subject to an action that could impair or foreclose the lien created by this Declaration (such as a property tax foreclosure action), and provided that the Parcel is still subject to the Minimum Service Obligation at the time that such foreclosure becomes effective, the City may declare immediately due and payable all Minimum Service Payments projected to be due in the then current year or any future year (until the TIF Exemption terminates).

The Owners acknowledge and agree that the Existing Public Infrastructure Improvements do, and the Public Infrastructure Improvements will, directly benefit the Parcels.

Section 6. **Preservation of Exemption.** Notwithstanding anything to the contrary set forth in the Agreement, neither City nor any Owner, nor their respective successors, assigns or transferees, shall take any action that may endanger or compromise the status of or cause the revocation of the TIF Exemption.

Section 7. **Failure to Make Payments.** Should any Owner of any Parcel fail to make any payment required hereunder, such Owner shall pay, in addition to the payments it is required

to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of the Agreement and this Declaration against that Owner.

Section 8. **Provision of Information.** The Owners agree 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 the compliance of each Owner with the terms of this Declaration during the term of the TIF Exemption for the Parcel.

The Owners further agree 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 Sections 5709.40(I), as applicable, to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 9. **Nondiscriminatory Hiring Policy.** The Owners agree to comply with the City's policies adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in its operations. In furtherance of that policy, each Owner agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 10. **Covenants to Run With the Land.** The Owners agree that each of their covenants contained in this Declaration are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against each Parcel, as applicable, any improvements thereon and the owner of the Parcel, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The City has the right in the event of any breach of any covenant herein contained to exercise all of the rights and remedies as set forth in Section 6.3 of the Horizon Line Agreement.

The Owners further agree that all covenants herein, whether or not these covenants are included by any owner of a Parcel in any deed to that owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the City, and that any future owner of that Parcel, or any successors or assigns of an Owner with respect to a Parcel, will be treated as a Declarant, with respect to that Parcel for all purposes of this Declaration.

The Owners further agree that their covenants herein will remain in effect so long as the TIF Payments can be collected pursuant to the TIF Statutes and the TIF Ordinance and the Minimum Service Payments can be collected pursuant to the Agreement, and in each case, unless otherwise modified or released in writing by the City in a written instrument filed in the Official Records of the County Recorder. At any time when this Declaration is no longer in effect, the City agrees to cooperate with any reasonable request by the Owner(s) to execute (for recording by such Owner(s)) an instrument to evidence this fact.

Each Owner further agrees that, unless otherwise agreed by the City in a written and recorded amendment to this Declaration, the covenants herein have priority over any other lien or

encumbrance on any Parcel it owns and any improvements thereon, except for encumbrances, easements and restrictions applying to such Parcels and of record at the time that this Declaration is recorded, except that, each Owner will cause any and all holders of mortgages or other liens existing on each Parcel it owns as of the time of recording of this Declaration to subordinate such mortgage or lien to those covenants running with the land.

The Declarant acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the TIF Payments and the Minimum Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of TIF Payments and Minimum Service Payments applies to the Parcels and any improvements thereon.

At the City's option and at its request, each Owner hereby agrees to provide such title evidence with respect to the Parcel it owns, at no cost to the City, as is necessary to demonstrate to the City's satisfaction that the covenants running with the land provided in this Declaration are prior and superior to any other liens, encumbrances or other title exceptions, except for Permitted Encumbrances.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and effective as of _____, 2018.

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.

HORIZON LINE DEVELOPMENT, LLC, an Ohio limited liability company

By:

Douglas C. Leohr, Manager

By:

Kevin M. Brokaw, Manager

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On this _____ day of _____, 2022, before me a Notary Public personally appeared Douglas C. Leohr, Manager of Horizon Line 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 Horizon Line Development, LLC.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On this _____ day of _____, 20212022, before me a Notary Public personally appeared Kevin M. Brokaw, Manager of Horizon Line 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 Horizon Line Development, LLC.

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

Notary Public

ATTACHMENT A-1
DESCRIPTION OF THE PROPERTY

ATTACHMENT A-2
DEPICTION OF THE PROPERTY

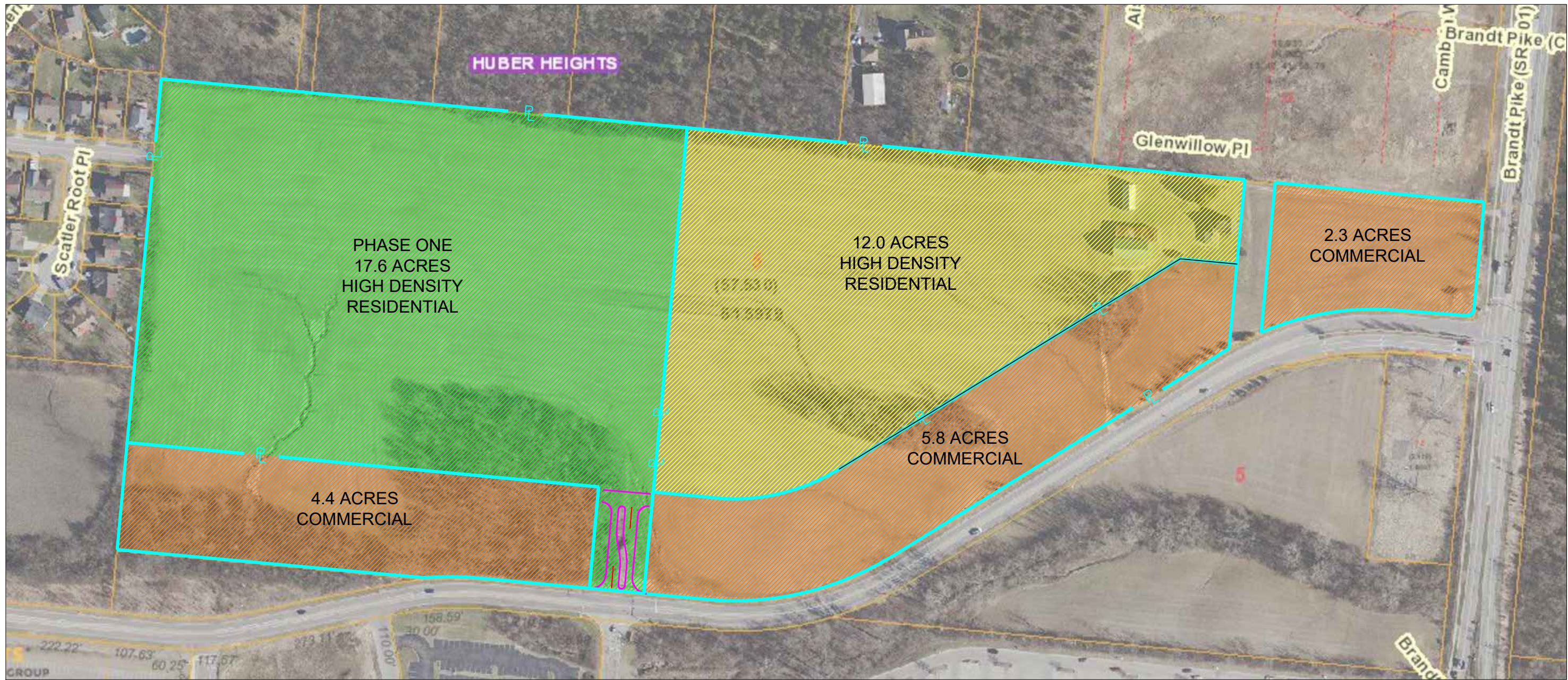


1 in = 376 ft

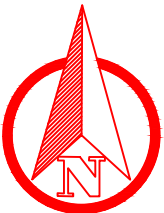
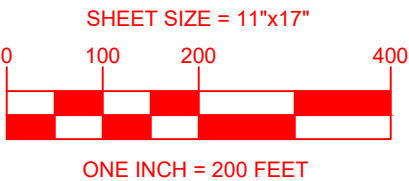
Attachment A-1

Date: 10/31/2022





ATTACHMENT A-2



| REVISIONS | | |
|-----------|------|-------------|
| NO. | DATE | DESCRIPTION |
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**EXECUTIVE BLVD
CONCEPT ZONING**
PRIDE ONE DEVELOPMENT

AI-8788

**New Business L.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

Collective Bargaining Agreement - IAFF Local 2926

Submitted By: Katie Knisley

Department: Human Resources

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/07/2022

Audio-Visual Needs: None
Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Approving The Collective Bargaining Agreement With The IAFF Local 2926 Representing Firefighters and Lieutenants In The Division Of Fire For The Time Period January 1, 2023 Through December 31, 2025.
(first reading)

Purpose and Background

The City and the IAFF Local 2926 have been in negotiations and have agreed upon a new three-year contract. This legislation will approve the contract as negotiated and authorize the City Manager to sign the Collective Bargaining Agreement with the IAFF Local 2926.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2022-R-

APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH THE IAFF LOCAL 2926 REPRESENTING FIREFIGHTERS AND LIEUTENANTS IN THE DIVISION OF FIRE FOR THE TIME PERIOD JANUARY 1, 2023 THROUGH DECEMBER 31, 2025.

WHEREAS, representatives of the City of Huber Heights and IAFF, Local 2926, representing Firefighters and Lieutenants in the Division of Fire, have been involved in active collective bargaining; and

WHEREAS, those negotiations have resulted in a new Collective Bargaining Agreement with this bargaining unit, which agreement commences on January 1, 2023 and expires on December 31, 2025.

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

Section 1. The City Manager is hereby authorized to negotiate and execute on behalf of the City of Huber Heights the collective bargaining agreement between the City of Huber Heights and the IAFF Local 2926, representing Firefighters and Lieutenants, referred to above and is appended hereto as Exhibit A and made a part hereof.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-8789

New Business M.
City Manager

City Council Meeting

Meeting Date: 11/14/2022

City Fireworks Display Agreement

Submitted By: Keith Knisley

Department: Fire

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/07/2022

Audio-Visual Needs: None
Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Enter Into An Agreement With The Rozzi Fireworks Company, Inc. For The Purpose Of Providing A Municipal Fireworks Display In Celebration Of The Fourth Of July National Holiday For The Years Of 2023 Through 2026.
(first reading)

Purpose and Background

The 2022 fireworks display was the last show of a three-year contract with Rozzi Fireworks. As the current supply chain and shipping costs continue to increase, Rozzi will provide an agreement with modest cost increases with an approximately thirty-minute show with some more robust fireworks during the show and a larger finale portion. The cost of the agreement will be \$50,000 each year for 2023, 2024, 2025, and 2026.

Rozzi Fireworks has expressed the intention of providing the same primary State of Ohio licensed exhibitor or "shooter" for the next four years that the City has had for the recent successful shows. Rozzi Fireworks has provided exceptional shows over many years for Huber Heights, with not only a proven safety record within Huber Heights, but also within the State of Ohio. The day of and the days leading up to the show put a great demand on City Staff and having an existing relationship with a proven licensed exhibitor or shooter requires less time setting the expectations for the exhibitor and helps to ensure that a safe and timely show occurs.

Fiscal Impact

Source of Funds: General Fund
Cost: \$50,000/Annually
Recurring Cost? (Yes/No): Yes
Funds Available in Current Budget? (Yes/No): Yes
Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2022-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ROZZI FIREWORKS COMPANY, INC. FOR THE PURPOSE OF PROVIDING A MUNICIPAL FIREWORKS DISPLAY IN CELEBRATION OF THE FOURTH OF JULY NATIONAL HOLIDAY FOR THE YEARS OF 2023 THROUGH 2026.

WHEREAS, the City of Huber Heights wishes to celebrate the Fourth of July national holiday with a community fireworks display; and

WHEREAS, Rozzi Fireworks has been a proven provider of high quality safe and code compliant Fireworks Shows for the last decade within the City of Huber Heights,

WHEREAS, The Rozzi Fireworks Company, Inc. offers a thirty minute fireworks display with a more robust finale than the previous three year agreement,

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

Section 1. The City Manager is hereby authorized to enter into a four-year agreement with The Rozzi Fireworks Company, Inc at a cost not to exceed \$50,000.00 each year for Fourth of July holiday fireworks displays during 2023, 2024, 2025, and 2026.

Section 2. Consistent with the provisions of the City Charter and the Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

Section 3. The agreement with The Rozzi Fireworks Company, Inc. is subject to the appropriation of funds for a not to exceed amount of \$50,000.00 each year for Fourth of July holiday fireworks displays during 2023, 2024, 2025, and 2026.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the 14th day of November, 2022;
____ Yeas; ____ Nays.

Effective Date: November 14, 2022.

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-8775

New Business N.
City Manager

City Council Meeting

Meeting Date: 11/14/2022

Planning Services Contract - Community Planning Insights

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council **Date(s) of Committee Review:** 11/07/2022
Work
Session

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Renew An Agreement With Community Planning Insights, LLC For Planning Services As City Planner For The City Of Huber Heights, Ohio For The Time Period Of January 1, 2023 Through December 31, 2023.
(first reading)

Purpose and Background

The City is currently contracting with Community Planning Insights' principal, Aaron Sorrell, for City planning services. Both parties believe this arrangement has worked out well and wish to continue this partnership for another year for 2023.

Fiscal Impact

Source of Funds: General Fund

Cost: \$110,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2022-R-

AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH COMMUNITY PLANNING INSIGHTS, LLC FOR PLANNING SERVICES AS CITY PLANNER FOR THE CITY OF HUBER HEIGHTS, OHIO FOR THE TIME PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2023.

WHEREAS, Community Planning Insights, LLC has been serving as the City Planner for the City of Huber Heights since January 11, 2022; and

WHEREAS, the City Manager desires to renew this relationship for another year.

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

Section 1. The City Manager is hereby authorized and directed to execute an agreement for planning service with Community Planning Insights, LLC and designating Aaron Sorrell as City Planner for the period of January 1, 2023, through December 31, 2023. Said agreement to be substantially similar to the attached Exhibit A and approved as to form and content by the City Attorney. The value of this agreement shall not exceed \$110,000.00.

Section 2. This legislation is adopted in accordance with Section 171.12(a)4 of the City Code of the City of Huber Heights, Ohio.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

**CONTRACT FOR PLANNING CONSULTING SERVICES
PROVIDED TO
CITY OF HUBER HEIGHTS, OHIO**

This Contract, made effective as of this ____ day of _____, _____, by and between The City of Huber Heights, Ohio (hereinafter referred to as the "Client"), and Community Planning Insights, LLC (hereinafter referred to as the "Consultant").

Section 1: Consultant's Basic and Additional Services

- A. The Consultant agrees to provide Client the services ("Basic Services") as identified in Exhibit A to this Contract.
- B. Additional services beyond Consultant's Basic Services may be provided if confirmed in a writing executed by the Client and the Consultant.
- C. The Consultant agrees to provide its professional services in accordance with the generally accepted standards of its profession.

Section 2: Client's Responsibilities

- A. The Client agrees to provide Consultant with all of the information, applications, surveys, reports, and professional recommendations requested by Consultant to provide its professional services. Consultant may reasonably rely on the accuracy and completeness of these items.

Section 3: Compensation and Payments

- A. The Client agrees to pay Consultant an hourly rate of \$100.00 for the Basic Services, payable as set forth herein.
- B. The Client shall pay any reimbursable expenses such as, but not limited to, reproduction, postage, and handling of documents, long distance and facsimile charges, and authorized travel as provided in Exhibit A.
- C. Consultant shall invoice Client for Basic Services once a month on the basis of hours expended. All payments are due Consultant within thirty (30) days after receipt of invoice, unless otherwise agreed.
- D. The Consultant shall maintain true and accurate records with respect to services performed and all charges and expenses related thereto, and the Client or its representatives shall have access to, and the right to inspect, all such books and records.

Section 4: Warranties and Representations of Consultant

The Consultant warrants and represents that:

- A. The Consultant is professionally competent and qualified to perform the services.
- B. The Consultant has all necessary powers and authority to enter into and perform the covenants and agreements on its part to be performed in the Contract and by proper action duly authorized in the execution and delivery of this Contract.

EXHIBIT A

- C. This Contract constitutes a legal, valid, and binding obligation of Consultant enforceable in accordance with its terms.

Section 5: Time Schedule

- A. The services of the Consultant, as described herein, shall begin immediately upon the effective date of this Contract, unless otherwise set forth in a writing signed by the Consultant and the Client.
- B. This contract shall be effective upon execution and shall terminate on December 31, 2023 unless mutually extended through written notice.
- C. Upon notification, the Consultant shall work with the Client to schedule the required public meetings and/or hearings based on the applicable codes, laws and policies governing the particular application or necessary planning services.

Section 6: Personnel

The Consultant shall provide all of the necessary personnel to assure complete compliance with terms of this Contract. Aaron K. Sorrell, AICP will serve as Principal and primary planner on this project. No change in such staffing and assignments may be made without the specific written consent of the Client.

Section 7: Changes

- A. The Client may, from time to time, request changes in the Basic Services to be performed by Consultant hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract, signed by both the Client and the Consultant.
- B. The Consultant shall notify the Client of the need for any changes in the Contract or the need for changes as a result of extra work, modifications in the Basic Services, or changes in conditions. The Consultant shall not proceed with any changes or extra work unless approved in writing, and executed by the Client.

Section 8: Equal Employment Opportunity

During the performance of this Contract, the Consultant agrees as follows:

- A. Neither the Consultant nor any person or entity performing services hereunder shall discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, military status, marital status, ancestry, age, mental or physical handicap, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, sex, military status, marital status, ancestry, age, mental or physical handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

EXHIBIT A

- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, military status, marital status, ancestry, age, mental or physical handicap, or national origin.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts and subcontract purchase orders for any work covered by this Contract so that such provisions will be binding upon each subcontractor or vendor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Consultant will take such action with respect to any subcontracting or purchase order as Client shall direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- D. In the event of Consultant's non-compliance with the non-discrimination clauses of the Contract, this Contract may be canceled, terminated or suspended in whole or in part.

Section 9: Indemnity

- A. To the extent permitted by law, the Consultant shall hold harmless, defend and indemnify the Client, its officers, agents and employees from and against any and all liabilities, injuries, harms, claims, costs and expenses, including reasonable attorney fees and court costs, arising, directly or indirectly, out of negligent acts or omissions of the Consultant, its employees, subcontractors, agents and affiliates performing work and services under this Contract.
- B. To the extent that funds are subsequently properly appropriated and certified, the Client shall hold harmless, defend and indemnify the Consultant, its members, officers, agents and employees from and against any and all liabilities, injuries, harms, claims, costs and expenses, including reasonable attorney fees and court costs, arising, directly or indirectly, out of negligent acts or omissions of the Client, its employees, subcontractors, agents, and affiliates performing work and services under this Contract. All of the above provisions of this Section 11(B) are subject to and limited by the provisions of the Ohio Revised Code Chapter 2744.
- C. Notwithstanding the foregoing, and to the greatest extent permitted under the law, the Client shall have a duty to provide Contractor with a defense in any action or claim brought against Contractor for actions taken in his official capacity in the provision of Services to the City.
- D. Notwithstanding anything to the contrary in this Contract, Client and Consultant each waive any claims that each may have against the other with respect to consequential, punitive, incidental or special damages including, but not limited to loss of use, lost profits, or lost business.

Section 10: Termination

- A. Either the Client or Consultant may terminate this Agreement, with or without cause, upon 30-days written notice to the other party.
- B. If terminated, the Client agrees to pay Consultant for all Basic Services rendered and Reimbursable Expenses incurred up to the date of termination.

EXHIBIT A

- C. Upon termination, the Consultant shall provide the Client with all documents produced up until the date of termination.

Section 11: Miscellaneous

- A. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of law principles.
- B. All instruments and products of professional services prepared by Consultant are the property of the City of Huber Heights, Ohio, although the Consultant may use the final product for marketing purposes.
- C. This Contract contains the entire agreement between Client and Consultant with respect to the subject matter hereof and may not be modified or amended except by written instrument signed by both Client and Consultant.
- D. This Contract shall be binding on the parties and on their respective successors and assigns, provided, however, that Consultant may not assign this Contract without the express written consent of the Client.
- E. This Contract and all rights and actions relating thereto are strictly reserved to the Client and Consultant and nothing contained herein shall give or allow any claim or right of action to or by any third party.
- F. The Client shall designate one person responsible for all communications from Consultant and this designated person shall have limited administrative authority on behalf of the Client to receive and transmit information and to make decisions with respect to the project and the subject matter of the Contract and all activities for which Consultant is to provide the services.
- G. The relationship between the Client and Consultant is purely contractual. Consultant shall perform its duties hereunder as an independent contractor and shall have no authority, expressed or implied, to bind the Client to any agreement, liability or understanding. Neither Consultant nor any agent or employee of Consultant shall be, or be deemed to be, an agent or employee of The City of Huber Heights, Ohio.
- H. The Consultant reserves the right to include representations and reproductions of the project contemplated hereby in its promotional and professional materials.
- I. A party's failure to strictly enforce this Contract or any of its provisions or any default hereunder shall not be construed as or operate as a waiver of such party's right to demand strict performance of this or any provision or any default under this Contract.

EXHIBIT A

Section 12: Notice

Any notice required under this Contract shall be deemed given either on the day actually received or twenty-four (24) hours after having been deposited in the United States mail, postage prepaid, registered or certified, and addressed to the parties as set forth below, whichever is earliest. The parties may change their addresses from time to time by written notice given in accordance herewith.

If to Consultant: Aaron K. Sorrell, AICP
Community Planning Insights, LLC
128 McDaniel Street, Suite D
Dayton, Ohio 45405

If to Client: Bryan Chodkowski, ICMA-CM
Interim City Manager
City of Huber Heights
6131 Taylorsville Road
Huber Heights, OH 45424

IN WITNESS WHEREOF, the Client and the Consultant have executed this Contract to be effective as of the date first above written.

CITY OF HUBER HEIGHTS, OHIO

By: _____

Title: _____

COMMUNITY PLANNING INSIGHTS, LLC

By: _____
Aaron K. Sorrell, AICP

Title: Owner

EXHIBIT A

EXHIBIT A

BASIC SERVICES

Planning Staff Services

Community Planning Insights (CPI) will provide on-call professional planning staff services for the City of Huber Heights. Services may include, but not be limited to:

1. Consultation and communication with perspective applicants, such as pre-application conferences.
2. Staff support to the Planning Commission and City Council including preparation of staff reports, presentations, communication with applicants, coordination of application reviews with other City departments, agencies or contractors.
3. Staff support to the Board of Zoning Appeals including preparation of staff reports, presentations, communication with applicants, coordination of application reviews with other City departments, agencies or contractors.
4. Sub-division reviews (non-engineering) for consistency with applicable subdivision and zoning regulations and requirements.
5. Other planning and zoning work as directed by the Client.

Minimum Availability

CPI will provide the services on an as-needed basis, however CPI will be on-site at least two days per week. If CPI is unable to temporarily provide the services due to unavailability, conflict of interest, or other reasons, CPI will notify the Client within 24 hours.

Reimbursable Costs

The Client shall reimburse CPI for direct costs associated with providing the services under this Contract. Direct costs may include: reproduction, printing, postage or other incurred expenses. CPI shall not incur direct costs exceeding \$300.00 without the prior approval of the Client.

AI-8770

New Business O.

City Council Meeting

City Manager

Meeting Date: 11/14/2022

Huber Heights Softball Baseball Association - Lease Amendment - Sports Fields

Submitted By: Bryan Chodkowski

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/07/2022

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

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

Agenda Item Description or Legislation Title

A Resolution Amending A Lease Agreement With The Huber Heights Softball Baseball Association For The Use Of Sports Fields At Thomas Cloud Park And Monita Field Park.
(first reading)

Purpose and Background

The City of Huber Heights entered into a lease with the Huber Heights Softball Baseball Association via Resolution No. 2021-R-7051 adopted on November 8, 2021. That lease provided the Huber Heights Softball Baseball Association with access to Thomas Cloud Park Fields #2 – #10 as well as Monita Field Park Fields #1 – #2. The previous users of Thomas Cloud Park Field #1 have expressed no interest in the continued use of the field and the Huber Heights Softball Baseball Association desires to utilize Field #1 at Thomas Cloud Park to expand its program.

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-

AMENDING A LEASE AGREEMENT WITH THE HUBER HEIGHTS SOFTBALL BASEBALL ASSOCIATION FOR THE USE OF SPORTS FIELDS AT THOMAS CLOUD PARK AND MONITA FIELD PARK.

WHEREAS, the City of Huber Heights entered into a lease with the Huber Heights Softball Baseball Association via Resolution No. 2021-R-7051 adopted on November 8, 2021; and

WHEREAS, said lease provided the Huber Heights Softball Baseball Association with access to Thomas Cloud Park Fields #2 – #10 as well as Monita Field Park Fields #1 – #2; and

WHEREAS, the previous users of Thomas Cloud Park Field #1 have expressed no interest in the continued use of the field; and

WHEREAS, the Huber Heights Softball Baseball Association desires to utilize Field #1 at Thomas Cloud Park to expand its program.

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

Section 1. The lease between the City of Huber Heights and the Huber Heights Softball Baseball Association as approved by Resolution No. 2021-R-7051 is hereby amended to include Thomas Cloud Park Field #1 and is attached hereto as Exhibit A.

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

Field Lease Agreement

This license agreement was made and entered into the 16th day of February 2022 by and between the City of Huber Heights and Huber Heights Softball Baseball Association concerning the maintenance, operation, occupation and license of Thomas Cloud Park Baseball/Softball fields #2,3,4,5,6,7,8,9, & 10.

This License Agreement is amended, effective January 1, 2023, in accordance with the Resolution 2022-R-XXXX, adopted on November 14, 2022 to include Thomas Cloud Park Baseball/Softball field #1.

WHEREAS the City owns certain real property in Montgomery County, Ohio locally known as Thomas Cloud Park and located at: (4707 Brandt Pk, Huber Heights, Ohio) upon which the city has baseball/softball fields and related improvements ("Premises");

WHEREAS Huber Heights Softball Baseball Association desires to lease the Premises from the city and agree to operate and maintain the same;

NOW, THEREFORE, the parties hereby agree as follows:

1. **License and Term.** The City agrees to lease the Premises to Huber Heights Softball Baseball Association, as a joint and severable tenants, for a 5 year period from January 1, 2022 to December 31, 2026. This agreement will renew annually thereafter, unless terminated pursuant to this agreement.
2. **Cost.** Huber Heights Softball Baseball Association agrees to pay the City the sum of \$200 per field requested for each season of this contract, which amount shall be payable on May 1st for spring season and July 1st for fall season (if available) of each year. Payments not received by due date stated above are subject to lockout of facilities until fees are paid.
3. **Co-principals.** Huber Heights Softball Baseball Association agree to serve as co-principals for this license, and along with Licensee will be joint and severally liable hereunder. As co-principals, Huber Heights Softball Baseball Association will be responsible for the preparation and on-going maintenance of the baseball/softball diamonds and fields at Thomas Cloud Park.
4. **Use.** The Tenants shall have the right to use and operate the Premises for any baseball/softball or non-baseball/softball event that they sponsor, provided that they operate the Premises in a sound and professional manner. Licensee may not use the Premises or permit any other person or entity to use the Premises, for any improper, immoral, or unlawful purpose, for a use or purpose inconsistent with City laws and regulations, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to the Premises. The Premises is a public facility, and the seating, parking, concession stands, restroom facilities and other specified areas thereof shall be open to the public, subject to reasonable restrictions. Park users must adhere to all applicable City of Huber Heights Codified Ordinances, State and Federal laws. (see last page of application). When not in use by Licensee the Premises may be used by the public.

EXHIBIT A

5. **Contact.** Annually, a member of the City staff will be identified as the point of contact for facility issues.
6. **Maintenance.** Huber Heights Softball Baseball Association shall be responsible for all maintenance and preparation of the Premises and associated facilities including: dugouts, backstop, bleachers, concession stand, and all storage facilities during their respective seasons. Licensee will be responsible for all expenses during their seasons including field marking material, paint for outfield lines, repair clay for mound and plate areas and any other miscellaneous items used for everyday care of the fields. Members of the Huber Heights Softball Baseball Association will be responsible for the day-to-day and long-term maintenance of the field playing surface and surrounding facility at Thomas Cloud Park during each respective season. Huber Heights Softball Baseball Association will be responsible for the supervision of staff to perform any necessary work. If the Tenants fail to maintain the Premises as herein requires, the City shall have the right to do so, at the Tenant's expense, and Tenant shall reimburse the City for the costs to do so within 30 days.
7. **Admissions and Concessions.** Except as otherwise set forth herein, Tenant shall be allowed to sell concessions on the Premises during their respective seasons, and to retain all revenues therefrom. Tenant shall be solely responsible for any taxes and health department requirements. Tenant shall supply, at their own expense, all additional equipment, fixtures, supplies, and staff or other persons required or necessary to sell concessions on the Premises beyond what is in place at the beginning of the season. Tenant is also required to have a member with a level 1 Food Safety Certification on file with the City.
8. **Insurance.** Huber Heights Softball Baseball Association agrees to carry insurance as required in Exhibit A, Standard Insurance Requirements for Park and Facility Users.
9. **Scheduling.** The scheduling requests of Thomas Cloud Fields will be done by the Huber Heights Softball Baseball Association. A copy of the schedule will be provided to the City. Schedule requests will be reviewed and approved by the City's designee.
10. **Programs.** The Baseball/Softball programs and associated booster programs will continue to operate as they have in the past with independent schedules, budgets, and goals.
11. **Advertisement.** Temporary (banners) outfield and sideline fence advertising may be instituted with the City's permission. Any revenues generated by advertising will be used for the sole purpose of the maintenance and continued renovation of Thomas Cloud Park Baseball/Softball Fields.
12. **Restoration.** A plan for any additional restoration and upgrading of Thomas Cloud Park Fields will be submitted to the City for approval prior to any work being done.
13. **Termination and Amendment.** This agreement may be terminated at any time upon mutual agreement of all parties or annually upon notice by one party prior to December 1st. It may be

EXHIBIT A

amended at any time during this period by mutual written consent of the parties involved.
Review of this contract and its content shall be conducted at the request of any one party.

14. **Assignment.** Tenant shall not have the right to assign this license or let or sublet or sub license the whole or part of the Premises without the written consent of the City.
15. **Indemnification.** Tenant shall indemnify, defend and hold the City, its elected and appointed officials, officers, employees, volunteers, board members, agents and contractors harmless from and against any and all claims, actions, administrative proceedings, judgements, damages, punitive damages, penalties, fines and costs that arise directly or indirectly from or in connection with Tenant's use of the Premises, breach of the License, and/or any violation of governmental or insurance requirements of Licensee, provided that such indemnity shall not extend to matters that arise out of the gross negligence or willful acts of the City.
16. **Force Majeure.** Each parties obligations to perform under this Lease shall be excused to the extent that such performance is prevented, delayed, or rendered impracticable by events beyond that party's reasonable control, provided such party shall have exercised all reasonable efforts to avoid such events. Force Majeure shall not include financial inability to perform.
17. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and Licensee have executed this Lease Agreement on the day and year first written above.

CITY OF HUBER HEIGHTS, OHIO

By: _____

City Manager

LICENSEE

Huber Heights Softball Baseball Association

By: _____

Its: _____

EXHIBIT A

943.07 - Vehicles and traffic.

- (a) *Permitted Areas.* No person shall operate a motor vehicle in a park except on and within roads provided for such vehicles, and no person shall drive a motor vehicle in violation of the posted signs or other traffic control devices.
- (b) *Reckless Operation.* No person shall operate a motor vehicle in a park in such a manner as to endanger the operator or any other person or any property.
- (c) *Speed.* No person shall operate a motor vehicle in a park in excess of the posted speed limit.
- (d) *Parking.* No person shall park or leave a motor vehicle in a park except in places designated by the City for such purposes.
- (e) *After Hours Parking.* No person shall park or leave a motor vehicle in an area of a park at a time when such area is not open to the public.
- (f) *Impounding Vehicles.* Upon finding a motor vehicle in violation of the Park Rules and Regulations, a police officer may remove such vehicle or cause the same to be removed to a location in or outside the park, where the same may be kept until the owner or his authorized representative obtains an order from the City releasing such vehicle to the owner thereof or his authorized representative.
- (g) *Trucks and Maintenance Vehicles.* No person shall drive a truck, tractor, or other vehicle which is used for the transportation of goods or materials or for maintenance purposes over any park road or any park without the permission of the Parks and Recreation Division Manager and/or the Streets Superintendent.

(Ord. 2011-O-1882, Passed 5-9-11)

943.99 - Penalty.

- (a) *Ejection from the Park.* Police officers or other designated personnel are authorized to order any person found in violation of any of the provisions outlined herein to immediately leave the park.
- (b) *Prosecution.* Persons violating these rules and regulations may also be subject to prosecution to the extent that the violation constitutes a violation of any provisions of the General Offenses of the City (see Part 5 of the Codified Ordinances) or any Federal laws.
- (c) *Misdemeanor.* Whoever violates the City Parks and Recreation Rules and Regulations set forth in this Chapter 943 or in the Parks Facilities Use Procedures adopted by the City of Huber Heights shall be guilty of a Third Degree Misdemeanor.

(Ord. 2011-O-1882, Passed 5-9-11)

Licensee Signature: _____

Date: _____

AI-8774

**New Business P.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

City Copier Lease

Submitted By: Bryan Chodkowski

Department: City Manager

Council Committee Review?: Council **Date(s) of Committee Review:** 11/07/2022
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 Enter Into A Five-Year Copier Lease Agreement With ProSource Corporation And Waiving The Competitive Bidding Procedures.
(first reading)

Purpose and Background

The City of Huber Heights currently leases its multi-functional office copiers/scanner/fax machines through ProSource and said multi-functional office machines have reached the end of their useful life and need to be upgraded. The City has renegotiated a five-year lease with ProSource to provide the City with upgraded multi-functional office machines. This lease will begin on January 1, 2023, and end on December 31, 2027,

Fiscal Impact

Source of Funds: Various Funds

Cost: \$33,648

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2022-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE-YEAR COPIER LEASE AGREEMENT WITH PROSOURCE CORPORATION AND WAIVING THE COMPETITIVE BIDDING PROCEDURES.

WHEREAS, the City of Huber Heights (the “City”) currently leases its multi-functional office copiers/scanner/fax machines through ProSource and said multi-functional office machines have reached the end of their useful life and need to BE upgraded; and

WHEREAS, the City has renegotiated a five-year lease with ProSource to provide the City with upgraded multi-functional office machines.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with ProSource on behalf of the City of Huber Heights in accordance with Section 171.12a(2) of the City Code of the City of Huber Heights, Ohio.

Section 2. A five-year lease agreement with ProSource, subject only to appropriation of funds, is hereby approved for the purpose of providing copier equipment and supplies to the City of Huber Heights.

Section 3. Consistent with the provisions of the City Charter and the Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-8769

**New Business Q.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

Veolia Water - Contract Modification - 2023 Capital Projects

Submitted By: Stephanie Wunderlich

Department: Engineering **Division:** Engineering

Council Committee Review?: Council **Date(s) of Committee Review:** 11/07/2022
Work
Session

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

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

Agenda Item Description or Legislation Title

A Resolution To Increase The Not To Exceed Contract Amount And Authorizing The City Manager To Enter Into A Contract Modification With Veolia Water Contract Operations USA, Inc. For Fiscal Year 2023.
(first reading)

Purpose and Background

This legislation will authorize the City Manager to enter into a contract modification and increase the Veolia Water contract by \$737,000 to cover the cost of additional services and expenses throughout 2023.

Fiscal Impact

Source of Funds: Water Capital Fund

Cost: \$737,000

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

2023 Capital Projects
Resolution

Veolia Capital Projects- 2023 Budget Estimate

Water

WTP = Water Treatment Plant

| Amount | Fund | Project |
|-----------------------|---------------------|---|
| \$80,000.00 | Water | WTP - Redevelop 2 Existing Wells |
| \$45,000.00 | Water | WTP - 2 High Service Pump Inspections & Repair |
| \$15,000.00 | Water | WTP - Water Treatment Plant Communications Modifications |
| \$20,000.00 | Water | WTP - Backwash Pump Inspection & Repair |
| \$25,000.00 | Water | WTP - Gate-Intercom Replacement |
| \$25,000.00 | Water | WTP - Ultra Low Chlorine-Chlorine inline Meter Project |
| \$10,000.00 | Water | WTP - Replace Chemical Feed Pumps, 2 Per Year |
| \$200,000.00 | Water | WTP - NF (Softening) Skid One Membrane Replacement |
| \$31,000.00 | Water | WTP - Bulk/Day Tank Cleaning & Proper Disposal |
| \$40,000.00 | Water | WTP - VFD Replacement/Repair |
| \$16,000.00 | Water | WTP - Retaining Wall Replacement |
| \$40,000.00 | Water | WTP - Iron & Manganese Filter Media Repair |
| \$50,000.00 | Water | Water Valve Turning Program - Valve Repair |
| \$60,000.00 | Water | Misc. Emergency Projects |
| Water Total | \$657,000.00 | |
| \$40,000.00 | Sanitary | Lift Station Repairs - Pump Replacement |
| \$60,000.00 | Sanitary | Misc. and Emergency Repairs/Upgrades for the Sanitary Distribution System |
| Sanitary Total | \$80,000.00 | |

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2022-R-

TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT MODIFICATION WITH VEOLIA WATER CONTRACT OPERATIONS USA, INC. FOR FISCAL YEAR 2023.

WHEREAS, Veolia Water Contract Operations USA, Inc. has operated the City’s water and wastewater systems since September 29, 1995; and

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

WHEREAS, the City has determined to increase the not to exceed amount of the contract to allow the company to perform additional work for the City due to emergency measures and additional services as needed, without delay; and

WHEREAS, City Council agrees that it is prudent and cost effective to increase the Veolia Water Contract Operations USA, Inc. contract to allow the company to perform additional work for the City due to emergency measures and additional services as needed, without delay.

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

Section 1. The City Manager is hereby authorized to enter into a contract modification to increase the not to exceed cost of the Veolia Water Contract Operations USA, Inc. contract by \$737,000.00 to cover all additional expenses throughout Fiscal Year 2023 as needed.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of 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-8772

**New Business R.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

2023 Annual Legislation - Various Departments/Divisions - Various Vendors

Submitted By: Rachael Dillahunt

Department: Planning **Division:** Planning

Council Committee Review?: Council **Date(s) of Committee Review:** 11/07/2022
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 Enter Into Necessary Agreements And Make Necessary Purchases Of Goods And Services With Certain Vendors And Suppliers For The Purchase, Maintenance And Service Of Equipment, Professional Services, And Miscellaneous Operating Expenses By Various Departments And Divisions Of The City Of Huber Heights For Fiscal Year 2023 And Waiving The Competitive Bidding Requirements.
(first reading)

Purpose and Background

The continuous operation of various departments and divisions of the City rely on the purchase, maintenance and service of certain equipment and various departments and divisions of the City require certain professional services and miscellaneous operating expenses in order to perform necessary functions for the business of the City. All costs associated with the listed purchases and services are included in the operational budget for the respective departments and divisions for FY 2023. These purchases and services are needed effective January 1, 2023, in order to perform the day to day routine operations of various departments and divisions of the City.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$3,704,500

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2022-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO NECESSARY AGREEMENTS AND MAKE NECESSARY PURCHASES OF GOODS AND SERVICES WITH CERTAIN VENDORS AND SUPPLIERS FOR THE PURCHASE, MAINTENANCE AND SERVICE OF EQUIPMENT, PROFESSIONAL SERVICES, AND MISCELLANEOUS OPERATING EXPENSES BY VARIOUS DEPARTMENTS AND DIVISIONS OF THE CITY OF HUBER HEIGHTS FOR FISCAL YEAR 2023 AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, the continuous operation of various departments and divisions of the City rely on the purchase, maintenance and service of certain equipment; and

WHEREAS, various departments and divisions of the City require certain professional services and miscellaneous operating expenses in order to perform necessary functions for the business of the City; and

WHEREAS, all costs associated with the listed purchases and services are included in the operational budget for the respective departments and divisions for Fiscal Year 2023; and

WHEREAS, these purchases and services are needed effective January 1, 2023, in order to perform the day to day routine operations of various departments and divisions of the City; and

WHEREAS, Chapter 171.12 allows Council to waive the competitive bidding procedures herein or approve alternate procedures whenever it deems it to be in the best interest of the City to do so.

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

Section 1. The City Manager is hereby authorized to enter into agreements and make necessary expenditures of funds with identified vendors and suppliers for the purchase, maintenance and service of equipment, professional services, and miscellaneous operating expenses by various departments and divisions of the City effective January 1, 2023, as follows:

- a. Columbia Building Company for professional office space leasing at a cost not to exceed \$60,000
- b. Plattenburg & Associates for professional financial audit services at a cost not to exceed \$75,000
- c. Squire, Patton, Boggs, LLC for professional financial legal and bond counsel services at a cost not to exceed \$200,000
- d. GTGis for GIS mapping maintenance and services for multiple divisions at a cost not to exceed \$65,000
- e. Bradley Payne Advisors, LLC, for City debt services at a cost not to exceed \$175,000
- f. Change Healthcare for EMS billing at a cost not to exceed \$120,000
- g. Phoenix Fire Safety Outfitters for Fire Division personnel protective clothing at a cost not to exceed \$65,000
- h. City of Dayton (Fire Department Garage) for maintenance and service of Fire apparatus at a cost not to exceed \$40,000
- i. Bound Tree Medical for EMS and pharmaceutical supplies at a cost not to exceed \$40,000
- j. Gall's Uniforms for general Fire Division personnel uniform purchases at a cost not to exceed \$20,000
- k. A. E. David Company for the purchase of uniforms for the Police Division at a cost not to exceed \$48,500
- l. Montgomery County, Ohio, for prisoner housing, processing, medical testing, radio lease and maintenance and court parking at a cost not to exceed \$100,000
- m. Agile Networks for connectivity switch maintenance for phones and radios for the Police Division at a cost not to exceed \$32,000
- n. State of Ohio for Police LEADS, OVI tests and OPOTA training at a cost not to exceed \$100,000
- o. P&R Communications for police radio maintenance at a cost not to exceed \$150,000
- p. Civica CMI for financial and public safety applications at a cost not to exceed \$100,000
- q. ESO for Fire and EMS Software Maintenance at a cost not to exceed \$36,000
- r. Locution for automated Fire/EMS dispatching at a cost not to exceed \$35,000
- s. Motorola for dispatch console maintenance at a cost not to exceed \$60,000

- t. US Bank Equipment Finance for City-wide copier lease and maintenance at a cost not to exceed \$45,000
- u. Pickrel, Schaeffer & Ebeling for legal services at a cost not to exceed \$250,000
- v. Ryan L. Brunk for prosecution services in Montgomery County at a cost not to exceed \$90,000
- w. CDW-G for state-term contract computer and electronic equipment at a cost not to exceed \$80,000
- x. Newegg for computer and electronic equipment at a cost not to exceed \$40,000
- y. Amazon for computer and electronic equipment at a cost not to exceed \$40,000
- z. IT Savvy for computer and electronic equipment at a cost not to exceed \$40,000
- aa. MNJ Technologies for computer and electronic equipment not to exceed \$40,000
- bb. Stryker for cardiac monitor, cot and AED maintenance at a cost not to exceed \$33,000
- cc. Lakeshore IT Solutions at a cost not to exceed \$40,000
- dd. Enterprise Fleet Management at a cost not to exceed \$322,000
- ee. Heritage Fire Equipment for maintenance and parts at a cost not to exceed \$30,000
- ff. Rush Trucking for medic parts and repairs at a cost not to exceed \$20,000
- gg. Locution for automated dispatching at a cost not to exceed \$28,000
- hh. Watkem for plumbing services at a cost not to exceed \$50,000
- ii. American Forestry for tree maintenance for parks at a cost not to exceed \$25,000
- jj. Greentech for irrigation at the Rose Music Center, any other landscape projects at a cost not to exceed \$70,000
- kk. Joe’s Landscaping of Beaver creek for mulch at the Rose Music Center, Christmas lights on City buildings, landscape services for the Rose Music Center at a cost not to exceed \$100,000
- ll. Landscape Structures/Penchura for playground design and installation at a cost not to exceed \$300,000
- mm. Wagner Paving for parking lots and court resurfacing for parks at a cost not to exceed \$100,000
- nn. Asphalt Sealcoaters of Dayton for painting courts and parking lot resurfacing at a cost not to exceed \$50,000
- oo. Maxim roofing for park shelter roofs at a cost not to exceed \$100,000
- pp. Forever Lawn for playground surfacing at a cost not to exceed \$100,000
- qq. Patterson Pools for splash pad repairs at a cost not to exceed \$100,000
- rr. Clutch IT Solution for computer and electronics equipment at a cost not to exceed \$40,000
- ss. Dell IT Technologies for computer and electronics at a cost not to exceed \$50,000

Section 2. Consistent with the provisions of the City Charter and the Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

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

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

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

Effective Date:

AUTHENTICATION:

 Clerk of Council

 Mayor

 Date

 Date

AI-8773

**New Business S.
City Manager**

City Council Meeting

Meeting Date: 11/14/2022

2023 Annual Legislation - Public Works Division - Various Vendors

Submitted By: Linda Garrett

Department: Public Works **Division:** Public Works

Council Committee Review?: Council **Date(s) of Committee Review:** 11/07/2022
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 Purchase Various Goods And Services Required For The Ongoing Needs Of The Public Works Division For Fiscal Year 2023 And Waiving The Competitive Bidding Requirements.
(first reading)

Purpose and Background

This is annual legislation for the purchase of various goods and services to maintain the ongoing needs of the Public Works Division for 2023.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$1,085,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2022-R

AUTHORIZING THE CITY MANAGER TO PURCHASE VARIOUS GOODS AND SERVICES REQUIRED FOR THE ONGOING NEEDS OF THE PUBLIC WORKS DIVISION FOR FISCAL YEAR 2023 AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, the City of Huber Heights needs to purchase various goods and services to maintain ongoing operations and provide for public service; and

WHEREAS, joint purchasing through cooperation with other governmental agencies results in the most competitive prices on many more of these standard items; and

WHEREAS, Chapter 171.12 allows Council to waive the competitive bidding procedures herein or approve alternate procedures whenever it deems it to be in the best interest of the City to do so; and

WHEREAS, authorization for such purchases must be obtained before any such purchases can occur in Fiscal Year 2023.

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

Section 1. The City Manager is hereby authorized to enter into a contract for the purchase of the following items in an amount not to exceed those indicated for each item during 2023:

| | |
|-------------------------------|--------------|
| Road Salt | \$250,000.00 |
| Other Deicing Materials | \$ 30,000.00 |
| Tires and Tubes | \$ 30,000.00 |
| Traffic Paint and Glass Beads | \$ 65,000.00 |
| Asphalt/Aggregate Material | \$ 35,000.00 |
| Tree Services | \$ 25,000.00 |
| Diesel Fuel | \$300,000.00 |
| Gasoline | \$400,000.00 |

Section 2. The City Manager is hereby authorized to participate in joint purchasing with other governmental agencies for these items as previously authorized by the City Council.

Section 3. Consistent with the provisions of the City Charter and the Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date