



**CITY OF HUBER HEIGHTS
STATE OF OHIO
City Council Meeting
Regular Session
August 21, 2023
6:00 P.M.**

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

- 1. Call The Meeting To Order - Mayor Jeff Gore**
- 2. Pledge Of Allegiance**
- 3. Roll Call**
- 4. Approval Of Minutes**
 - A. City Council Meeting Minutes - July 24, 2023
- 5. Special Presentations/Announcements**
- 6. Citizens Comments**
- 7. Citizens Registered To Speak On Agenda Items**
- 8. City Manager Report**
- 9. Pending Business**

- A. 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.
(second reading)

10. **New Business**

ADMINISTRATION

Bryan Chodkowski, Interim City Manager

- A. A Resolution Providing For Title Sponsorship Of The Big Hoopla's Hometown Heroes Military Appreciation Night At The Rose Music Center.
(first reading)
- B. An Ordinance To Approve Vacating Thorngate Drive, North Of Waynegate Road, To Transfer The Remnants Of The Public Right Of Way To The Adjacent Property Owners, And To Accept The Recommendation Of The Planning Commission (Case RP 23-18).
(first reading)
- C. A Resolution Authorizing The Execution Of A Development Agreement With Metro Rose, LLC.
(first reading)
- D. A Resolution Authorizing An Amendment To A Lease For CR Dayton Unit #9 Addressed As 6061 Brandt Pike.
(first reading)
- E. A Resolution Authorizing The City Manager To Solicit, Advertise, And Receive Bids From Qualified Firms For The Construction Of The Fishburg Road Improvement Project.
(first reading)
- F. A Resolution Declaring The Necessity Of Repairing Sidewalks, Curbs, Gutters, Driveway Approaches And Appurtenances Thereto On Portions Or All Of Certain Streets In The 2024 Sidewalk Program, Providing That Abutting Owners Repair The Same.
(first reading)
- G. A Resolution Amending Resolution No. 2021-R-7055 To Increase The Not To Exceed Amount For The Design Of The East Sanitary Sewer Extension Project.
(first reading)
- H. A Resolution Authorizing The City Manager To Enter Into A Contract For The Design Of The Powell Road S Curve Realignment Project And Waiving The Competitive Bidding Requirements.
(first reading)

- I. A Resolution Authorizing The City Manager To Award A Bid For Services Related To The Replacement And Repair Of City Property Located At Thomas Cloud Park At Shelter #1 Located At 4707 Brandt Pike For The City Of Huber Heights Parks And Recreation Division.
(first reading)
- J. A Resolution Amending The Contract Between The City Of Huber Heights And Total Tennis, Inc. For Services Related To Providing For The Repair And Refurbishment Of The City's Pickleball Courts.
(first reading)

11. **City Official Reports And Comments**

12. **Executive Session**

13. **Adjournment**

AI-9390

Minutes A.

City Council Meeting

Meeting Date: 08/21/2023

Approval Of Minutes - 07/24/2023

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 - July 24, 2023

Purpose and Background

Approval of the minutes from the July 24, 2023 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 July 24, 2023. Mayor Jeff Gore called the meeting to order at 6:00 p.m.

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

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

Absent: Ed Lyons

Mayor Gore said Mr. Lyons emailed Anthony Rodgers requesting that his absence be excused.

Mr. Otto moved to excuse Mr. Lyons' absence; Mrs. Kitchen seconded the motion. On a call of the vote, Mr. Otto, Mrs. Kitchen, and Mr. Shaw voted yea; Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Webb voted nay. The motion fails 3-4.

5. Approval Of Minutes

A. City Council Meeting Minutes - July 10, 2023

The minutes for the July 10, 2024, City Council Meeting were approved by the Huber Heights City Council as submitted.

6. Special Presentations/Announcements

A. Introduction Of New Huber Heights Chamber Of Commerce Executive Director Carolyn J. Stefanik

Ms. Carolyn Stefanik said she has been with the Huber Heights Chamber of Commerce for eight weeks as the new Executive Director. She discussed her goals for the Chamber of Commerce over the next few months, including increasing membership, getting back to activities that people really want to participate in, and making the Chamber of Commerce a valuable resource for the businesses in Huber Heights to help the businesses grow, save money, and feel connected to the community. She said she looks forward to partnering with the City, especially with the Economic Development Staff, to make that goal happen and to show unity in creating a positive business environment.

Mayor Gore said it looks like Ms. Stefanik is getting off to a great start and the City is glad to have her in the position.

Mr. Webb discussed with the new members who have joined the Chamber of Commerce with Ms. Stefanik.

B. Veolia Water 2022 Annual Report Presentation - Ms. Pam Whited, Operations Manager, Veolia Water

Ms. Pam Whited from Veolia said Council received the 2022 Annual Report earlier in the year, and she reviewed the highlights of that report. She introduced the Veolia Staff and Citizens Water and Sewer Advisory Board members in attendance at the meeting. She said Veolia produced 1,470,000,000 gallons of water last year with the peak month being in June. She said repairs were made on Well #6 which is the largest producing well. She said communications upgrades were performed to enhance the new cybersecurity rules that are coming out. She said the EPA will has a large program on cybersecurity that is upcoming. She reviewed all of the highlights and maintenance for the City's water system from 2022 along with revenues and expenses. She discussed hydrant painting with Mrs. Byrge, and she noted for Mr. Campbell that she has been working with the City's Water Division since 1975.

7. Citizens Comments

Mr. Rodgers read the guidelines for Citizens Comments.

Ms. Donna Hughes said she wanted to thank whoever put the reflective material on the poles between Executive Boulevard and Shull Road. She said going eastbound on Shull Road, the left-hand turn lane is equal to the right-hand turn lane. She requested that the left-hand turn lane be moved five feet back because trucks, large vans, and semi-trucks almost hit drivers at the white line.

Mr. Jeff Morford read his thoughts on the five-minute rule on Citizens Comments. He discussed his opinions on government officials, annexation, and Issue 1.

8. Citizens Registered To Speak On Agenda Items

There were no citizens registered to speak on agenda items.

9. City Manager Report

Interim City Manager Bryan Chodkowski said regarding the interconnectivity project between the traffic signals on Old Troy Pike from Executive Boulevard to Chambersburg Road, adjustments are being made throughout the week and will be tweaked to make sure traffic is moving as effectively and efficiently as possible on Old Troy Pike. He said, according to Acting Police Chief Tony Ashley, there was an increase in criminal activity in the area of Hemmingway Road, LeMans Lane, and Leyden Lane over the weekend. He said an increased police presence in that area is being planned. He said the Ohio Department of Transportation (ODOT) has announced plans to resurface Brandt Pike from Thomas Cloud Park north to Fishburg Road and will begin work on or about August 14, 2023. He said the project is anticipated to last six weeks between the hours of 7:00 p.m. until 6:00 a.m. He said this weekend the Pandora Project will be playing at the Eichelberger Amphitheater. He said August 1, 2023 is National Night Out and he encouraged all to come out to Wayne High School to meet and visit with the Public Safety Staff, especially this year with the public safety renewal levy measure on the ballot in November, 2023.

10. Pending Business

- A. An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 14; And Repealing Ordinances And Resolutions In Conflict Therewith.
(second reading)

Mr. Rodgers said this item is to approve Supplement 14 to the Huber Heights City Code which covers the first quarter of 2023. He said the recommendation would be to adopt this item.

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

- B. An Ordinance Providing For The Continuation Of An Existing .25 Percent Levy On Income Effective January 1, 2025 And Expiring December 31, 2034, And To Submit This Ordinance To The Electorate For Approval Or Rejection And Contingent Upon Such Election Approval, Amend Section 192.012(B) Of Chapter 192, Income Tax, Of Title 9, Taxation Part I, Administration To Reflect The Tax Continuation, And Declaring An Emergency.
(second reading)

Mr. Chodkowski said this levy provides approximately \$2.75 million worth of annual funding to the City's public safety services. He said it was the recommendation at the Council Work Session that this item be adopted.

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

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

Mrs. Kitchen interrupted the vote and asked if the City is going to use the Impact Group this time. She said \$74,000 was paid to The Impact Group and for what?

Mr. Chodkowski said yes, based on where the City is at relative to this measure going into November, 2023. He said he has engaged The Impact Group to support the City's efforts to continue to market and promote this measure to the extent possible. He said the services that the City engaged from The Impact Group were provided. He said, unfortunately, the strategy that was utilized for that measure was not successful. He said he has full faith and confidence that with Council's commitment to this measure going forward in November, 2023 and with a reinvigoration of support from organizations outside the City with respect to this matter, the effort that City Staff and The Impact Group will bring to the table will make this levy successful. He discussed with Council the renewal of and the details of the contract with The Impact Group. He said City Staff can share as much factual information as possible, but there have to be advocates in support of the levy. He said members of Council have an ability to advocate in support of or against this measure. He said The Impact Group is one component of what has to be a successful measure, but The Impact Group is not the only component. He said whether or not The Impact Group does everything it says it does, the levy still cannot be successful if the levy is not championed by the people who support it. He said that is an area where the City lacked in the primary election because to the best of his knowledge, there was no one advocating for the levy. He said City Staff made what they thought were appropriate strategic communications about the factual components of the levy, but City Staff were not in a position to be able to advocate one way or another. He said The Impact Group brings value to the table. He said many years ago, the City went through a similar situation when these two measures were brought forward and were not successful, and it was The Impact Group's involvement that many folks credited for the success of those two measures.

Mrs. Kitchen said there were no yard signs, no mailers, or anything during the last levy campaign and it was difficult to go out and advocate with no materials.

Mr. Chodkowski said the City cannot provide those items, it can only provide information that encourages people to vote. He said the City cannot provide advocacy materials, and he said it is a misnomer or a misunderstanding that these materials are something the City can provide.

Law Director David Montgomery said he sent an opinion out today stating the City has the ability to use taxpayer dollars for the purpose of promoting a levy issue, specifically an income tax levy issue. He said there is nothing in the City Charter

prohibiting Councilmembers from partaking in that process and there is nothing in the Ohio Revised Code that he found to prohibit such actions. He said the opinion did not address the threshold between the advocacy and general promotion of the levy, and he is having that issue researched now and he will report back.

Mr. Shaw discussed the new contract with The Impact Group and the contract that was approved last year. He asked if the language was still in the contract regarding postcards, mailing, and printing being extra and being billed separately?

Mr. Chodkowski said the language is in the current contract, and The Impact Group will be providing the proofs for printing, but will not be handling any of the printing or mailing of these materials.

Council discussed The Impact Group at length.

Mr. Webb said he does not see the six required votes to put this item on the ballot and the City is obligated to The Impact Group; he asked what options are available.

Mayor Gore asked what extent Council is obligated to that \$24,000 contract with The Impact Group that has been signed already?

Mr. Chodkowski said, based on his conversations with The Impact Group, he is sure The Impact Group will be more than understanding and would charge the City for the work that has been done and terminate the contract. He said he does not have the ability and capacity to do everything that Council is asking him to do in the various roles Council is asking him to serve to be able to do the work that Council is now asking him to do if that is the expectation of Mr. Shaw. He said that is a decision Council has to make, but he does not have the ability to do the work necessary to support this levy without someone like The Impact Group. He said with it almost being August, he thinks the City would be hard pressed to find another firm to assist the City in support of a meaningful measure in November, 2023. He said this item is the first of two renewal levy measures that have to pass by the end of 2025.

Mrs. Byrge said if this item is not passed tonight, Council will not be able to consider it again until the same time next year and she explained why.

Ms. Baker and Mr. Shaw discussed possible cuts and monies already spent on amenities that could face closure.

Mr. Shaw said his views and conversations on the dais have not changed since The Impact Group put out a hit piece on him and others. He said part of his issue is a vendetta and part of it is funding and what the City is getting from the contracts.

Council's discussion moved to the City's parks and recreational facilities and amenities, the value to the community, and the projects that have not been completed.

Mr. Campbell confirmed with Mr. Chodkowski that there is a need for someone to assist Mr. Chodkowski in the levy campaign. He asked Mr. Montgomery about private funding for signs, mailings, etc.

Mr. Montgomery said that issue is part of his subsequent research. He said the City has the ability to use taxpayer dollars to support it, and the question is where does the advocacy come in. He said the City would have the ability to print some of the materials and the advocacy part has not been answered. He confirmed for Mr. Campbell that residents could fund the entire campaign and use no City money, and citizens could raise funding to cover the cost of consultants like The Impact Group.

Mr. Campbell asked Mr. Chodkowski what he needed to stop the contract with The Impact Group.

Mr. Chodkowski said from the comments he is hearing, if this legislation and the next measure passes, it is his understanding that the approval would be contingent upon the separation of the City's services from The Impact Group. He said he would have a conversation with Tom Speaks tomorrow morning to develop an exit strategy with regard to Council's direction this evening. He said it would be prudent to have an amendment to the legislation to note the approval is contingent upon the termination

of services with The Impact Group so it is clear and on the record.

Mr. Rodgers said that direction could be a motion to direct the City Manager to act and link the two items together separate from the legislation. He said he does not think that needs to be in the legislation because it will be filed with the Boards of Elections. He said Mr. Campbell and Ms. Baker need to withdraw the first and second on the motion to adopt the legislation first.

Mr. Campbell and Ms. Baker withdrew the first and second on the motion to adopt.

Mayor Gore and Mr. Rodgers discussed a motion to direct the City Manager to take that action to terminate the contract with The Impact Group in the morning contingent on the approval of items 10-B and 10-C.

Mr. Montgomery agreed.

Mr. Shaw requested that the Clerk of Council supply confirmation to Council that the contract had been dismantled prior to Mr. Rodgers filing the legislation with the Boards of Elections.

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

Mr. Otto asked for clarification on the specific motion.

Mr. Rodgers said the motion is to direct the City Manager to terminate the contractual relationship with The Impact Group effective immediately contingent on the approval of Items 10-B and 10-C by the City Council. He said he had the understanding as well that until that happens and Mr. Chodkowski has given him confirmation of the contract termination, he is not to submit this ordinance and this resolution to the Boards of Elections.

Mr. Webb asked as advocates, and less than a quorum, is there anything prohibiting one, two, or three Councilmembers volunteering to assist the City Manager immediately to put together a citizens' campaign. He asked if individual members of Council can jump in and grab hold of this matter. He said Council has loaded a lot on Mr. Chodkowski.

Mr. Montgomery said he does not see a problem, but his caveat to this opinion is the firm is in the process of researching where that line is. He said he could render a more formal opinion on that issue. He said, as private citizens, there is a line between acting as a citizen and acting as an elected official.

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

Mr. Campbell moved to adopt Item 10-B; Ms. Baker seconded the motion. On a call of the vote, Mr. Otto, Mrs. Kitchen, Mr. Webb, Mr. Shaw, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; none voted nay. The motion passes 7-0.

- C. A Resolution Specifying November 7, 2023 As The Date For Submitting To The Electorate Of The City Of Huber Heights A Proposal To Provide For The Continuation Of An Existing .25% Levy On Income Effective January 1, 2025, And Expiring December 31, 2034 And Directing The Board Of Elections Of Montgomery County And Miami County, Ohio To Place The Issue On The Ballot.
(second reading)

Mr. Chodkowski said this matter directs the placement of the continuation of the existing 0.25 percent renewal levy on the ballot on November 7, 2023. He said it was the recommendation at the Council Work Session that this item be passed.

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

- D. An Ordinance Amending Certain Sections Of Part Eleven, Planning And Zoning Code, Of The City Code Of Huber Heights.
(second reading)

Mr. Chodkowski said this legislation brings together several requested amendments to the Planning and Zoning Code that were requested by both Council and the Planning Commission.

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

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

11. New Business

CITY COUNCIL

Anthony Rodgers, Clerk Of Council

- A. A Motion To Appoint Ashley Berg To The Arts And Beautification Commission For A Term Ending June 30, 2026 And To Appoint Lori Woodruff To The Arts And Beautification Commission For A Term Ending June 30, 2025.

Mr. Rodgers said there are two appointments to fill vacancies on the Arts and Beautification Commission. He said the background checks have been completed on both individuals.

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

ADMINISTRATION

Bryan Chodkowski, Interim City Manager

- B. 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 occurs regularly before this body and seeks to provide for the reimbursement of expenses to the City through assessments for work performed to bring certain properties in compliance with the City Code. He said it was the Council Work Session recommendation that this item be moved to a second reading.

Mrs. Byrge said this legislation is emergency legislation.

Mr. Rodgers said the emergency legislation is tied to the effective date and this ordinance will be effective immediately when it is passed at the second reading to meet the deadline for filing the assessments with the County Auditor.

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

- C. A Resolution To Increase The Not To Exceed Amount For Zashin & Rich For Additional Professional Services For The City Of Huber Heights In Calendar Year 2023.
(first reading)

Mr. Chodkowski said Zashin and Rich and, specifically, Attorney Jonathan Downes represent the City in labor matters. He said City Staff are asking that the not to exceed amount be extended to \$50,000 for 2023 for the various matters for which the City is represented by Zashin and Rich.

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

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

- D. A Resolution Approving The Plan Of Operation And Governance For The Miami Valley Communications Council Natural Gas Aggregation Program For The Purpose Of Jointly Establishing And Implementing A Natural Gas Program.
(first reading)

Mr. Chodkowski said this legislation would authorize the City's participation in a joint effort with multiple jurisdictions with respect to the purchase of aggregated natural gas. He said it was the recommendation at the Council Work Session that this item be passed.

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

Mrs. Kitchen asked who pays this group.

Mr. Chodkowski said the fee for this group is included in the rate structure and that information was provided to all of Council last week.

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

- E. A Resolution Authorizing The City Manager To Prepare And Submit An Application To Participate In The Ohio Public Works Commission State Capital Improvement And/Or Local Transportation Improvement Program(s) And To Execute Contracts As Required For The Powell Road S Curve Realignment Project.
(first reading)

Mr. Chodkowski said this legislation allows the City to make an application utilizing the Issue II program to make improvements to Powell Road at a future date. He said it was the recommendation of Council that this item be adopted.

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

- F. A Resolution Terminating The Lease Between The City Of Huber Heights And The Huber Heights Softball Baseball Association For Monita Field Park.
(first reading)

Mr. Chodkowski said this legislation terminates the Huber Heights Softball Baseball Association's lease for the two fields at Monita Field. He said it was the recommendation at the Council Work Session that this item be adopted.

Mr. Webb moved to adopt; Mrs. Kitchen seconded the motion.

Mr. Shaw said at the last Council Work Session he asked how much use the Huber Heights Softball Baseball Association had on those fields. He asked Mr. Chodkowski for those numbers.

Mr. Chodkowski said he does not have numbers, but to the best of his knowledge, the fields were not utilized by the association for those purposes.

Mr. Shaw said he finds it unfortunate that Council passed on an opportunity for an organization to sign a five-year lease that would have provided dugouts, tournament play, new fence painting, and field assessment at no cost to the City. He said this Council wanted to go down a different path, which was commendable. However, he said now an organization who a few months ago asked for fees to be waived is now asking to get out of a five-year-long agreement which was signed in November, 2021 or 2022, and the organization picked up additional fields at Thomas Cloud Park. He said he feels Council may have missed out on an opportunity to make Monita Field more of an asset and gem once the skate park gets completed. He said it is his hope the City can re-engage with that organization who may still be interested in using those assets.

Mr. Webb said that at the Council Work Session, Mr. Otto agreed with him that they would like to see those fields maintained. He said he would be in favor of what Mr. Shaw is proposing as well.

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

- G. A Resolution Authorizing The City Manager To Enter Into A Contract To Purchase Two (2) Class 7 Snowplow Dump Trucks And Appurtenant Equipment Thereto For The Public Works Division And Waiving The Formal Bidding Requirements.
(first reading)

Mr. Chodkowski said this legislation allows the City to purchase the two snow plows based on the lead time for receiving the trucks, which is currently estimated at a year plus. He said it was the recommendation at the Council Work Session that this item be adopted.

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

12. City Official Reports And Comments

Mr. Shaw said another successful City shredding event took place this weekend and he thanked all of the volunteers. He said a suggestion came up that next year the City engage the services of Republic Services to provide canisters or a dumpster for the individuals bringing shredding in boxes. He said Shred-It did an amazing job and a couple times they were so busy they had to have double lines of cars.

Mrs. Byrge said there were fewer people this year at the City's shredding event than in the past and she suggested the event should not be scheduled on the Dayton Air Show weekend. She said a suggestion was made about getting a receptacle to place the cardboard in. She said Shred-It has a separate division that could bring a box truck out to put the cardboard in.

Mr. Rodgers said the Clerk's of Council's Office will look into those suggestions. He said Shred-It will provide as many trucks as the City wants, but there is a cost associated with each truck.

Mr. Webb said he received a postcard from the Board of Elections, and he wanted his ward constituents to know some of the polling places have changed for this special election on August 8, 2023. He said his polling place used to be the YMCA and it has been moved to the New Seasons Ministry.

Mr. Shaw said his polling location changed from Wayne High School to the Faith Presbyterian Church due to construction, and it is now back at Wayne High School. He asked if the Boards of Elections could be contacted and find out what precincts have changed so City Staff could send out information to residents who may not read that postcard.

Mayor Gore said his polling place had changed also for this special election.

Mr. Shaw said the Executive Director of the Montgomery County Board of Elections was present at one point in time, and it is his understanding the City was to be notified when polling locations changed. He said if that has not happened, the individuals from the Board of Elections need to honor their commitment to the community and this Council.

Mr. Webb asked Mr. Chodkowski to make sure the polling location information gets put onto the City's website.

13. Executive Session

There was no need for an Executive Session.

14. Adjournment

Mayor Gore adjourned the Regular Session City Council Meeting at 7:57 p.m.

Clerk of Council

Date

Mayor

Date

AI-9391

Pending Business A.
City Manager

City Council Meeting

Meeting Date: 08/21/2023

County Assessments Authorization - Delinquent Utility/Nuisance

Submitted By: Jim Bell

Department: Finance

Division: Accounting

Council Committee Review?: Council Work
Session

Date(s) of Committee Review: 07/18/2023

Audio-Visual Needs: None

Emergency Legislation?: Yes

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

Agenda Item Description or Legislation Title

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. (second reading)

Purpose and Background

Montgomery County requires all communities to pass separate legislation for assessments that are to be added to the tax duplicate. Before the City can assess property for such things as grass/weed charges, property maintenance abatement, unpaid water and sewer, etc., the City must pass legislation specifically identifying the property and the amount of the assessment. Details of each assessment can be found in Exhibit A, which is attached to this legislation. The assessments requested in this legislation are only for delinquent utility account balances. Assessments are based on collection for City services previously provided; therefore, City Staff are asking that this item be passed as emergency legislation.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Ordinance
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2023-O-

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.

WHEREAS, pursuant to Section 6, Article XVIII of the Ohio Constitution, the General Assembly has enacted general laws stating purposes for which municipalities may assess specially benefited property; and

WHEREAS, these laws include Ohio Revised Code Sections 727.01, 727.011, 727.012, 727.013, 729.06, 729.11, 1710.01(h) and others, which authorize the City to levy and collect special assessments upon the abutting, adjacent, and contiguous, or other specially benefited, lots or lands in the municipal corporation, for among other things, any part of the cost connected with the improvement of any street, public road, place, boulevard, parkway, or park entrance or an easement of the municipal corporation; sidewalk construction; sewers; sewage disposal works and treatment plants, sewage pumping stations, water treatment plants, water pumping stations, reservoirs, and water storage tanks or standpipes, together with the facilities and appurtenances necessary and proper therefore; drains, storm-water retention basins, watercourses, water mains, or laying of water pipe; lighting; any part of the cost and expense of planting, maintaining, and removing shade trees thereupon; any part of the cost and expense of constructing, maintaining, repairing, cleaning, and enclosing ditches; and

WHEREAS, for such approved assessments, the County Auditor is to act at the direction or on behalf of a municipality with respect to collection of such assessments R.C. 727.30; (R.C. 727.33); and

WHEREAS, the General Assembly has also enacted laws that require a County Auditor to act at the direction or on behalf of a municipality with respect to collection of certain costs assessed to properties including but not limited to R.C 743.04, 715.261 and 731.51-54; and

WHEREAS, as a result of the foregoing, the City of Huber Heights has passed, and will in the future pass, laws to assess real property for all or part of the cost of a public improvement and/or certain permitted costs of abatement or collection, including but not limited to Ordinance No. 97-O-997 codified as Huber Heights Code Section 175.04 Assessments for Capital Improvement Projects (for sanitary sewer, water, sidewalks and drive aprons, roadways and storm sewers); Ordinance No. 90-O-419 codified as Huber Heights Code Section 919.01 (street lighting); Ordinance No. 2009-O-1771 codified as Huber Heights Code Section 929.16 (unpaid water service); Ordinance No. 1996-O-856 codified as Huber Heights Code Section 923.08 (unpaid sanitary sewer); Ordinance No. 2002-O-1325 codified as Huber Heights Code Section 922.32 (stormwater); Ordinance No. 2014-O-2096 codified as Huber Heights Code Section 521.11 (nuisance in the right of way); Huber Heights Code Section 911.02 (sidewalk repair); Ordinance No. 2002-O-1324 and No. 2011-O-1897 (weed cutting assessment); Huber Heights Code Sections 925.05 (lower Rip Rap Road sewer district assessment), 952.04 (nuisance abatement for false alarms), 521.081, (littering and deposit of garbage) and such other ordinances or resolutions that may be passed from time to time pursuant to these codified laws; and

WHEREAS, in order to better track and account for authorized legal assessments and the amounts due to the City, City Council has determined it is in the best interest of the citizens to pass this Ordinance setting forward the applicable properties and assessment amounts to be certified to the County for collection; and

WHEREAS, the assessments set forth in Exhibit A have been authorized by the City Council of the City of Huber Heights and are required by law to be assessed and collected by the County on behalf of the City.

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

Section 1. The properties set forth on the attached Exhibit A, which is incorporated herein by this reference, are to be assessed in the amount also set forth on the applicable section of Exhibit A unless payment is made within the time frame set forth in the applicable section of Exhibit A.

Section 2. In the event a payment for the amount or any portion of the amount set forth in Exhibit A is received by the City prior to final assessment date set forth in Exhibit A, which is the same date set forth in the notice sent to such property owner, the Director of Finance, or his/her designee is authorized to remove or revise such assessment from Exhibit A prior to certification to the County Auditor.

Section 3. The Director of Finance or his/her designee is instructed to certify this Ordinance, including the final assessed properties in Exhibit A, to the applicable County Auditor for collection.

Section 4. 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 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that finalizing and certifying assessment at the earliest time is necessary to timely establish a lien and protect the City’s interest in payment of amounts owed to the City; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31103	Storm Water	P48-003571 (Miar	1013 Arbor Dr	10.50	2023	February 2024
31103	Storm Water	P70 00202 0001	6101 Rip Rap Rd	6.71	2023	February 2024
31103	Storm Water	P70 00202 0010	6141 Rip Rap Rd	20.48	2023	February 2024
31103	Storm Water	P70 00202 0078	5811 Shore Dr	20.48	2023	February 2024
31103	Storm Water	P70 00202 0113	5819 Shore Dr	20.48	2023	February 2024
31103	Storm Water	P70 00202 0142	5821 Shore Dr	16.28	2023	February 2024
31103	Storm Water	P70 00202 0173	6177 Apache St	20.48	2023	February 2024
31103	Storm Water	P70 00202 0212	6171 Pocahontas St	12.60	2023	February 2024
31103	Storm Water	P70 00202 0225	6035 Shore Dr	20.48	2023	February 2024
31103	Storm Water	P70 00202 0253	6139 Shore Dr	16.80	2023	February 2024
31103	Storm Water	P70 00202 0266	4025 Kennebec Dr	22.58	2023	February 2024
31103	Storm Water	P70 00202 0284	4086 Catawba Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0330	6219 Apache St	20.48	2023	February 2024
31103	Storm Water	P70 00202 0358	4013 Champaign Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0362	4029 Champaign Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0365	4045 Champaign Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0376	6325 Champaign Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0405	4026 Navajo Ave	9.98	2023	February 2024
31103	Storm Water	P70 00202 0456	6220 Apache St	4.20	2023	February 2024
31103	Storm Water	P70 00202 0534	4156 Navajo Ave	18.90	2023	February 2024
31103	Storm Water	P70 00202 0578	4180 Navajo Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0604	6333 Blackfoot St	20.48	2023	February 2024
31103	Storm Water	P70 00202 0712	6352 Apache St	25.20	2023	February 2024
31103	Storm Water	P70 00202 0753	4095 Navajo Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0756	4087 Navajo Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0770	4037 Navajo Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0870	4028 Mohegan Ave	20.48	2023	February 2024
31103	Storm Water	P70 00202 0912	4030 Chippewa Ave	8.40	2023	February 2024
31103	Storm Water	P70 00202 0952	4037 Chippewa Ave	6.30	2023	February 2024
31103	Storm Water	P70 00202 1131	6030 Shore Dr	20.48	2023	February 2024
31103	Storm Water	P70 00202 1157	5810 Shore Dr	20.48	2023	February 2024
31103	Storm Water	P70 00202 1160	5790 Shore Dr	20.48	2023	February 2024
31103	Storm Water	P70 00202 1200	6461 Rip Rap Rd	20.48	2023	February 2024
31103	Storm Water	P70 00202 1201	5785 Shore Dr	12.08	2023	February 2024
31103	Storm Water	P70 00202 1204	6255 Blackfoot St	8.40	2023	February 2024
31103	Storm Water	P70 00204 0004	6086 Aaron La	25.20	2023	February 2024
31103	Storm Water	P70 00211 0006	8373 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 00212 0001	7620 Walmac St	25.20	2023	February 2024
31103	Storm Water	P70 00212 0007	7593 Walmac St	25.20	2023	February 2024
31103	Storm Water	P70 00213 0011	7671 Walmac St	25.20	2023	February 2024
31103	Storm Water	P70 00304 0018	5040 Bluffview Dr	8.00	2023	February 2024
31103	Storm Water	P70 00408 0010	7810 Fernbank Ct	18.57	2023	February 2024
31103	Storm Water	P70 00409 0026	4830 Flagstone Ct	33.44	2023	February 2024
31103	Storm Water	P70 00411 0026	7690 Rustic Woods Dr	24.90	2023	February 2024
31103	Storm Water	P70 00415 0005	7716 Timbercrest Dr	27.04	2023	February 2024
31103	Storm Water	P70 00501 0013	5717 Charlesgate Rd	6.42	2023	February 2024
31103	Storm Water	P70 00512 0037	5919 Timbergate Tr	25.20	2023	February 2024
31103	Storm Water	P70 00518 0005	4169 Powell Rd	25.20	2023	February 2024
31103	Storm Water	P70 00601 0002	6030 Shull Rd	2.80	2023	February 2024
31103	Storm Water	P70 00601 0027	8458 Schoolgate Dr	20.77	2023	February 2024
31103	Storm Water	P70 00619 0063	8278 Sun Prairie Pl	40.06	2023	February 2024
31103	Storm Water	P70 00709 0019	8701 Crenshaw La	6.60	2023	February 2024
31103	Storm Water	P70 00801 0019	7209 Summerdale Dr	25.20	2023	February 2024

31103	Storm Water	P70 00807 0007	4650-56 Wayne Meadows Cir	35.44	2023	February 2024
31103	Storm Water	P70 00807 0025	4327-33 Powell Rd	15.75	2023	February 2024
31103	Storm Water	P70 00810 0005	7317 Brandt Vista	33.21	2023	February 2024
31103	Storm Water	P70 00902 0010	7742 Belleplain Dr	25.20	2023	February 2024
31103	Storm Water	P70 00903 0003	7729 Mark Ave	25.20	2023	February 2024
31103	Storm Water	P70 00908 0008	5230 Monitor Dr	25.20	2023	February 2024
31103	Storm Water	P70 00911 0007	4351 Kitridge Rd	33.36	2023	February 2024
31103	Storm Water	P70 00914 0009	5128 Mariner Dr	24.20	2023	February 2024
31103	Storm Water	P70 00915 0018	4572 Korner Dr	25.20	2023	February 2024
31103	Storm Water	P70 00915 0028	4510 Korner Dr	46.25	2023	February 2024
31103	Storm Water	P70 01001 0003	7116 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 01003 0005	7415 Brandt Pk	21.54	2023	February 2024
31103	Storm Water	P70 01006 0026	4691 Powell Rd	26.07	2023	February 2024
31103	Storm Water	P70 01007 0035	5738 Tibet Dr	2.70	2023	February 2024
31103	Storm Water	P70 01009 0008	5046 Sabra Ave	6.67	2023	February 2024
31103	Storm Water	P70 01106 0005	7350 Brandt Pk	25.20	2023	February 2024
31103	Storm Water	P70 01114 0034	7129 Troy Manor Rd	25.20	2023	February 2024
31103	Storm Water	P70 01203 0019	7129 Chadbourne Dr	4.80	2023	February 2024
31103	Storm Water	P70 01205 0026	6631 Pegwood Ct	6.00	2023	February 2024
31103	Storm Water	P70 01206 0010	7883 Sebring Dr	8.17	2023	February 2024
31103	Storm Water	P70 01208 0011	5755 Cragmont Ct	24.88	2023	February 2024
31103	Storm Water	P70 01401 0039	4807 Neptune La	24.84	2023	February 2024
31103	Storm Water	P70 01404 0012	4842 Nebraska Ave	25.20	2023	February 2024
31103	Storm Water	P70 01405 0018	4901 Nebraska Ave	35.34	2023	February 2024
31103	Storm Water	P70 01408 0005	5669 Botkins Rd	6.77	2023	February 2024
31103	Storm Water	P70 01408 0042	5701 Belmar Dr	46.04	2023	February 2024
31103	Storm Water	P70 01409 0025	5328 Rye Dr	29.94	2023	February 2024
31103	Storm Water	P70 01506 0008	6130 Ansbury Dr	18.31	2023	February 2024
31103	Storm Water	P70 01506 0020	5539 Leibold Dr	34.91	2023	February 2024
31103	Storm Water	P70 01511 0020	6185 Farmborough Dr	29.24	2023	February 2024
31103	Storm Water	P70 01512 0061	5200 Tilbury Rd	9.28	2023	February 2024
31103	Storm Water	P70 01513 0057	6440 Harshmanville	10.53	2023	February 2024
31103	Storm Water	P70 01513 0068	5326 Cranwell Cr	6.43	2023	February 2024
31103	Storm Water	P70 01515 0013	4877 Fishburg Rd	43.64	2023	February 2024
31103	Storm Water	P70 01601 0032	6123 Sandbury Dr	6.40	2023	February 2024
31103	Storm Water	P70 01602 0054	4973 Chesham Dr	31.34	2023	February 2024
31103	Storm Water	P70 01614 0038	5915 Corsica Dr	20.84	2023	February 2024
31103	Storm Water	P70 01616 0028	5956 Corsica Dr	25.20	2023	February 2024
31103	Storm Water	P70 01702 0019	6905 Morley La	25.20	2023	February 2024
31103	Storm Water	P70 01709 0027	6226 Leawood Dr	26.47	2023	February 2024
31103	Storm Water	P70 01709 0065	7161 Kismet Pl	35.55	2023	February 2024
31103	Storm Water	P70 01714 0019	7044 Hubbard Dr	31.42	2023	February 2024
31103	Storm Water	P70 01718 0007	5656 Bellefontaine	39.74	2023	February 2024
31103	Storm Water	P70 01801 0034	5901 Lancer Ct	25.20	2023	February 2024
31103	Storm Water	P70 01803 0016	7901 Berchman Dr	29.59	2023	February 2024
31103	Storm Water	P70 01804 0055	6218 Buckman Dr	2.63	2023	February 2024
31103	Storm Water	P70 01806 0015	7636 Blackshear Dr	39.88	2023	February 2024
31103	Storm Water	P70 01910 0029	4691 Powell Rd	20.84	2023	February 2024
31103	Storm Water	P70 01913 0046	7037 Highbury Rd	33.44	2023	February 2024
31103	Storm Water	P70 01923 0002	5836 Old Troy Pk	68.90	2023	February 2024
31103	Storm Water	P70 02014 0001	8640 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 02021 0009	5985 Fox Trace Ct	25.20	2023	February 2024
31103	Storm Water	P70 02114 0003	7730 Brandt Pk	187.02	2023	February 2024
31103	Storm Water	P70 03901 0010	8610 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03901 0022	8860 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03901 0024	8910 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03902 0016	9160 Taylorsville Rd	25.20	2023	February 2024

31103	Storm Water	P70 03902 0021	9156 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 03902 0025	9220 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 03902 0046	7300 New Carlisle Pk	25.20	2023	February 2024
31103	Storm Water	P70 03902 0049	9304 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 03902 0050	9340 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 03902 0052	9378 Taylorsville Rd	23.94	2023	February 2024
31103	Storm Water	P70 03902 0055	9341 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 03903 0001	8844 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03903 0072	8984 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03903 0084	8933 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03904 0006	7795 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03904 0010	7450 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03904 0018	7990 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03904 0041	8184 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03904 0050	7861 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03904 0078	8288 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03904 0085	8701 Adams Rd	46.04	2023	February 2024
31103	Storm Water	P70 03904 0092	7850 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03904 0104	7800 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03905 0002	7840 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03905 0004	7780 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03905 0062	8125 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 03905 0081	8767 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 03905 0086	7707 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03906 0030	8485 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0018	7440 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0021	6795 Fishburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0022	6585 Fishburg Rd	50.40	2023	February 2024
31103	Storm Water	P70 03908 0029	6580 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0031	6616 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0038	6760 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0043	6485 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0047	7020 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0054	6745 Fishburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0060	7136 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03908 0065	6535 Fishburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03909 0058	7459 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 03910 0044	7240 Shull Rd	25.20	2023	February 2024
31103	Storm Water	P70 03911 0007	5500 Bellefontaine Rd	25.20	2023	February 2024
31103	Storm Water	P70 03911 0038	5730 Brandt Pk	25.20	2023	February 2024
31103	Storm Water	P70 03912 0023	5119 Fishburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 03912 0079	5363 Tilbury Rd	408.66	2023	February 2024
31103	Storm Water	P70 04001 0006	6225 Taylorsville Rd	20.48	2023	February 2024
31103	Storm Water	P70 04001 0042	6775 Taylorsville Rd	25.20	2023	February 2024
31103	Storm Water	P70 04002 0018	6409 Shull Rd	25.20	2023	February 2024
31103	Storm Water	P70 04002 0054	6493 Shull Rd	25.20	2023	February 2024
31103	Storm Water	P70 04003 0043	4316 Powell Rd	25.20	2023	February 2024
31103	Storm Water	P70 04003 0051	4280 Powell Rd	25.20	2023	February 2024
31103	Storm Water	P70 04003 0104	4704 Fishburg Rd	42.70	2023	February 2024
31103	Storm Water	P70 04003 0120	4293 Powell Rd	25.20	2023	February 2024
31103	Storm Water	P70 04004 0017	4949 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 04004 0091	4820 Chambersburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 04006 0071	8169 Old Troy Pk	187.68	2023	February 2024
31103	Storm Water	P70 04007 0028	4078 Powell Rd	25.20	2023	February 2024
31103	Storm Water	P70 04007 0039	4250 Fishburg Rd	25.20	2023	February 2024
31103	Storm Water	P70 04007 0056	4242 Powell Rd	25.20	2023	February 2024
31103	Storm Water	P70 04008 0009	6240 Endicott Rd	25.20	2023	February 2024

31103	Storm Water	P70 04009 0055	7571 Bridgewater Rd	25.20	2023	February 2024
31103	Storm Water	P70 04009 0057	4341 Taylorsville Rd	15.54	2023	February 2024
31103	Storm Water	P70 50217 0047	5801 Troy Villa Blvd	22.80	2023	February 2024
			TOTAL STORM WATER	\$4,689.42		
Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31324	Sewer	P48-003571 (Miar	1013 Arbor Dr	41.43	2023	February 2024
31324	Sewer	P70 00202 0001	6101 Rip Rap Rd	42.22	2023	February 2024
31324	Sewer	P70 00202 0010	6141 Rip Rap Rd	155.43	2023	February 2024
31324	Sewer	P70 00202 0078	5811 Shore Dr	155.43	2023	February 2024
31324	Sewer	P70 00202 0113	5819 Shore Dr	155.43	2023	February 2024
31324	Sewer	P70 00202 0142	5821 Shore Dr	120.89	2023	February 2024
31324	Sewer	P70 00202 0173	6177 Apache St	155.43	2023	February 2024
31324	Sewer	P70 00202 0212	6171 Pocahontas St	103.62	2023	February 2024
31324	Sewer	P70 00202 0225	6035 Shore Dr	155.43	2023	February 2024
31324	Sewer	P70 00202 0253	6139 Shore Dr	120.90	2023	February 2024
31324	Sewer	P70 00202 0266	4025 Kennebec Dr	172.70	2023	February 2024
31324	Sewer	P70 00202 0284	4086 Catawba Ave	155.43	2023	February 2024
31324	Sewer	P70 00202 0330	6219 Apache St	155.43	2023	February 2024
31324	Sewer	P70 00202 0358	4013 Champaign Ave	155.43	2023	February 2024
31324	Sewer	P70 00202 0362	4029 Champaign Ave	155.43	2023	February 2024
31324	Sewer	P70 00202 0365	4045 Champaign Ave	154.77	2023	February 2024
31324	Sewer	P70 00202 0376	6325 Champaign Ave	155.43	2023	February 2024
31324	Sewer	P70 00202 0405	4026 Navajo Ave	69.08	2023	February 2024
31324	Sewer	P70 00202 0456	6220 Apache St	34.54	2023	February 2024
31324	Sewer	P70 00202 0578	4180 Navajo Ave	150.43	2023	February 2024
31324	Sewer	P70 00202 0604	6333 Blackfoot St	207.36	2023	February 2024
31324	Sewer	P70 00202 0753	4095 Navajo Ave	155.43	2023	February 2024
31324	Sewer	P70 00202 0756	4087 Navajo Ave	155.43	2023	February 2024
31324	Sewer	P70 00202 0770	4037 Navajo Ave	155.43	2023	February 2024
31324	Sewer	P70 00202 0870	4028 Mohegan Ave	155.43	2023	February 2024
31324	Sewer	P70 00202 0912	4030 Chippewa Ave	63.84	2023	February 2024
31324	Sewer	P70 00202 0952	4037 Chippewa Ave	51.81	2023	February 2024
31324	Sewer	P70 00202 1131	6030 Shore Dr	155.43	2023	February 2024
31324	Sewer	P70 00202 1157	5810 Shore Dr	155.43	2023	February 2024
31324	Sewer	P70 00202 1160	5790 Shore Dr	155.43	2023	February 2024
31324	Sewer	P70 00202 1200	6461 Rip Rap Rd	155.43	2023	February 2024
31324	Sewer	P70 00202 1201	5785 Shore Dr	86.35	2023	February 2024
31324	Sewer	P70 00202 1204	6255 Blackfoot St	69.08	2023	February 2024
31324	Sewer	P70 00304 0018	5040 Bluffview Dr	29.62	2023	February 2024
31324	Sewer	P70 00411 0026	7690 Rustic Woods Dr	11.20	2023	February 2024
31324	Sewer	P70 00415 0005	7716 Timbercrest Dr	29.61	2023	February 2024
31324	Sewer	P70 00501 0013	5717 Charlesgate Rd	22.54	2023	February 2024
31324	Sewer	P70 00601 0002	6030 Shull Rd	12.38	2023	February 2024
31324	Sewer	P70 00709 0019	8701 Crenshaw La	30.66	2023	February 2024
31324	Sewer	P70 00807 0007	4650-56 Wayne Meadows Cir	271.93	2023	February 2024
31324	Sewer	P70 00807 0025	4327-33 Powell Rd	120.32	2023	February 2024
31324	Sewer	P70 00911 0007	4351 Kitridge Rd	4.37	2023	February 2024
31324	Sewer	P70 00914 0009	5128 Mariner Dr	33.90	2023	February 2024
31324	Sewer	P70 01007 0035	5738 Tibet Dr	11.91	2023	February 2024
31324	Sewer	P70 01009 0008	5046 Sabra Ave	65.17	2023	February 2024
31324	Sewer	P70 01203 0019	7129 Chadbourne Dr	43.44	2023	February 2024
31324	Sewer	P70 01205 0026	6631 Pegwood Ct	33.91	2023	February 2024
31324	Sewer	P70 01206 0010	7883 Sebring Dr	28.58	2023	February 2024
31324	Sewer	P70 01208 0011	5755 Cragmont Ct	33.68	2023	February 2024
31324	Sewer	P70 01401 0039	4807 Neptune La	72.96	2023	February 2024
31324	Sewer	P70 01405 0018	4901 Nebraska Ave	37.73	2023	February 2024
31324	Sewer	P70 01408 0005	5669 Botkins Rd	47.81	2023	February 2024

31324	Sewer	P70 01506 0008	6130 Ansbury Dr	27.40	2023	February 2024
31324	Sewer	P70 01511 0020	6185 Farmborough Dr	35.35	2023	February 2024
31324	Sewer	P70 01512 0061	5200 Tilbury Rd	99.61	2023	February 2024
31324	Sewer	P70 01513 0057	6440 Harshmanville	118.55	2023	February 2024
31324	Sewer	P70 01513 0068	5326 Cranwell Cr	52.37	2023	February 2024
31324	Sewer	P70 01601 0032	6123 Sandbury Dr	41.20	2023	February 2024
31324	Sewer	P70 01709 0065	7161 Kismet Pl	57.80	2023	February 2024
31324	Sewer	P70 01714 0019	7044 Hubbard Dr	37.07	2023	February 2024
31324	Sewer	P70 01804 0055	6218 Buckman Dr	22.01	2023	February 2024
31324	Sewer	P70 04001 0006	6225 Taylorsville Rd	231.57	2023	February 2024
31324	Sewer	P70 04009 0057	4341 Taylorsville Rd	9.33	2023	February 2024
			TOTAL SEWER	\$5,960.74		
Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31102	Water	P48-003571 (Miar	1013 Arbor Dr	70.32	2023	February 2024
31102	Water	P70 00202 0770	4037 Navajo Ave	3.92	2023	February 2024
31102	Water	P70 00304 0018	5040 Bluffview Dr	50.04	2023	February 2024
31102	Water	P70 00411 0026	7690 Rustic Woods Dr	18.84	2023	February 2024
31102	Water	P70 00415 0005	7716 Timbercrest Dr	50.24	2023	February 2024
31102	Water	P70 00501 0013	5717 Charlesgate Rd	56.90	2023	February 2024
31102	Water	P70 00601 0002	6030 Shull Rd	20.82	2023	February 2024
31102	Water	P70 00709 0019	8701 Crenshaw La	81.48	2023	February 2024
31102	Water	P70 00807 0007	4650-56 Wayne Meadows Cir	472.30	2023	February 2024
31102	Water	P70 00807 0025	4327-33 Powell Rd	207.75	2023	February 2024
31102	Water	P70 00911 0007	4351 Kitridge Rd	27.54	2023	February 2024
31102	Water	P70 00914 0009	5128 Mariner Dr	58.11	2023	February 2024
31102	Water	P70 01007 0035	5738 Tibet Dr	40.05	2023	February 2024
31102	Water	P70 01009 0008	5046 Sabra Ave	114.35	2023	February 2024
31102	Water	P70 01203 0019	7129 Chadbourne Dr	73.98	2023	February 2024
31102	Water	P70 01205 0026	6631 Pegwood Ct	57.81	2023	February 2024
31102	Water	P70 01206 0010	7883 Sebring Dr	46.71	2023	February 2024
31102	Water	P70 01208 0011	5755 Craigmont Ct	58.60	2023	February 2024
31102	Water	P70 01401 0039	4807 Neptune La	128.14	2023	February 2024
31102	Water	P70 01405 0018	4901 Nebraska Ave	49.27	2023	February 2024
31102	Water	P70 01408 0005	5669 Botkins Rd	74.47	2023	February 2024
31102	Water	P70 01506 0008	6130 Ansbury Dr	46.09	2023	February 2024
31102	Water	P70 01511 0020	6185 Farmborough Dr	52.79	2023	February 2024
31102	Water	P70 01512 0061	5200 Tilbury Rd	151.02	2023	February 2024
31102	Water	P70 01513 0057	6440 Harshmanville	206.47	2023	February 2024
31102	Water	P70 01513 0068	5326 Cranwell Cr	91.25	2023	February 2024
31102	Water	P70 01601 0032	6123 Sandbury Dr	71.91	2023	February 2024
31102	Water	P70 01709 0065	7161 Kismet Pl	157.48	2023	February 2024
31102	Water	P70 01714 0019	7044 Hubbard Dr	63.33	2023	February 2024
31102	Water	P70 01804 0055	6218 Buckman Dr	38.39	2023	February 2024
31102	Water	P70 01923 0002	5836 Old Troy Pk	2.60	2023	February 2024
31102	Water	P70 02114 0003	7730 Brandt Pk	2.60	2023	February 2024
31102	Water	P70 03902 0052	9378 Taylorsville Rd	0.44	2023	February 2024
31102	Water	P70 03903 0072	8984 Bellefontaine Rd	0.44	2023	February 2024
31102	Water	P70 03908 0038	6760 Chambersburg Rd	0.44	2023	February 2024
31102	Water	P70 03908 0043	6485 Bellefontaine Rd	0.44	2023	February 2024
31102	Water	P70 03908 0060	7136 Chambersburg Rd	0.44	2023	February 2024
31102	Water	P70 04009 0057	4341 Taylorsville Rd	63.49	2023	February 2024
			TOTAL WATER	\$2,711.26		

Water Combination Project #31102

		2023 Assessment	
Project Nu	Parcell ID	Address	Amount
31102	P48-003571 (Miami Co)	1013 Arbor Dr	70.32
31102	P70 00202 0770	4037 Navajo Ave	3.92
31102	P70 00304 0018	5040 Bluffview Dr	50.04
31102	P70 00411 0026	7690 Rustic Woods Dr	18.84
31102	P70 00415 0005	7716 Timbercrest Dr	50.24
31102	P70 00501 0013	5717 Charlesgate Rd	56.90
31102	P70 00601 0002	6030 Shull Rd	20.82
31102	P70 00709 0019	8701 Crenshaw La	81.48
31102	P70 00807 0007	4650-56 Wayne Meadows Cir	472.30
31102	P70 00807 0025	4327-33 Powell Rd	207.75
31102	P70 00911 0007	4351 Kitridge Rd	27.54
31102	P70 00914 0009	5128 Mariner Dr	58.11
31102	P70 01007 0035	5738 Tibet Dr	40.05
31102	P70 01009 0008	5046 Sabra Ave	114.35
31102	P70 01203 0019	7129 Chadbourne Dr	73.98
31102	P70 01205 0026	6631 Pegwood Ct	57.81
31102	P70 01206 0010	7883 Sebring Dr	46.71
31102	P70 01208 0011	5755 Craigmont Ct	58.60
31102	P70 01401 0039	4807 Neptune La	128.14
31102	P70 01405 0018	4901 Nebraska Ave	49.27
31102	P70 01408 0005	5669 Botkins Rd	74.47
31102	P70 01506 0008	6130 Ansbury Dr	46.09
31102	P70 01511 0020	6185 Farmborough Dr	52.79
31102	P70 01512 0061	5200 Tilbury Rd	151.02
31102	P70 01513 0057	6440 Harshmanville	206.47
31102	P70 01513 0068	5326 Cranwell Cr	91.25
31102	P70 01601 0032	6123 Sandbury Dr	71.91
31102	P70 01709 0065	7161 Kismet Pl	157.48
31102	P70 01714 0019	7044 Hubbard Dr	63.33
31102	P70 01804 0055	6218 Buckman Dr	38.39
31102	P70 01923 0002	5836 Old Troy Pk	2.60
31102	P70 02114 0003	7730 Brandt Pk	2.60
31102	P70 03902 0052	9378 Taylorsville Rd	0.44
31102	P70 03903 0072	8984 Bellefontaine Rd	0.44
31102	P70 03908 0038	6760 Chambersburg Rd	0.44
31102	P70 03908 0043	6485 Bellefontaine Rd	0.44
31102	P70 03908 0060	7136 Chambersburg Rd	0.44
31102	P70 04009 0057	4341 Taylorsville Rd	63.49
			2,711.26

Storm Water Combination Project # 31103

2023 Assessment

31103	P48-003571 (Miami Co)	1013 Arbor Dr	10.50
31103	P70 00202 0001	6101 Rip Rap Rd	6.71
31103	P70 00202 0010	6141 Rip Rap Rd	20.48
31103	P70 00202 0078	5811 Shore Dr	20.48
31103	P70 00202 0113	5819 Shore Dr	20.48
31103	P70 00202 0142	5821 Shore Dr	16.28
31103	P70 00202 0173	6177 Apache St	20.48
31103	P70 00202 0212	6171 Pocahontas St	12.60
31103	P70 00202 0225	6035 Shore Dr	20.48
31103	P70 00202 0253	6139 Shore Dr	16.80
31103	P70 00202 0266	4025 Kennebec Dr	22.58
31103	P70 00202 0284	4086 Catawba Ave	20.48
31103	P70 00202 0330	6219 Apache St	20.48
31103	P70 00202 0358	4013 Champaign Ave	20.48
31103	P70 00202 0362	4029 Champaign Ave	20.48
31103	P70 00202 0365	4045 Champaign Ave	20.48
31103	P70 00202 0376	6325 Champaign Ave	20.48
31103	P70 00202 0405	4026 Navajo Ave	9.98
31103	P70 00202 0456	6220 Apache St	4.20
31103	P70 00202 0534	4156 Navajo Ave	18.90
31103	P70 00202 0578	4180 Navajo Ave	20.48
31103	P70 00202 0604	6333 Blackfoot St	20.48
31103	P70 00202 0712	6352 Apache St	25.20
31103	P70 00202 0753	4095 Navajo Ave	20.48
31103	P70 00202 0756	4087 Navajo Ave	20.48
31103	P70 00202 0770	4037 Navajo Ave	20.48
31103	P70 00202 0870	4028 Mohegan Ave	20.48
31103	P70 00202 0912	4030 Chippewa Ave	8.40
31103	P70 00202 0952	4037 Chippewa Ave	6.30
31103	P70 00202 1131	6030 Shore Dr	20.48
31103	P70 00202 1157	5810 Shore Dr	20.48
31103	P70 00202 1160	5790 Shore Dr	20.48
31103	P70 00202 1200	6461 Rip Rap Rd	20.48
31103	P70 00202 1201	5785 Shore Dr	12.08
31103	P70 00202 1204	6255 Blackfoot St	8.40
31103	P70 00204 0004	6086 Aaron La	25.20
31103	P70 00211 0006	8373 Taylorsville Rd	25.20
31103	P70 00212 0001	7620 Walmac St	25.20
31103	P70 00212 0007	7593 Walmac St	25.20
31103	P70 00213 0011	7671 Walmac St	25.20
31103	P70 00304 0018	5040 Bluffview Dr	8.00
31103	P70 00408 0010	7810 Fernbank Ct	18.57
31103	P70 00409 0026	4830 Flagstone Ct	33.44
31103	P70 00411 0026	7690 Rustic Woods Dr	24.90
31103	P70 00415 0005	7716 Timbercrest Dr	27.04
31103	P70 00501 0013	5717 Charlesgate Rd	6.42

31103	P70 00512 0037	5919 Timbergate Tr	25.20
31103	P70 00518 0005	4169 Powell Rd	25.20
31103	P70 00601 0002	6030 Shull Rd	2.80
31103	P70 00601 0027	8458 Schoolgate Dr	20.77
31103	P70 00619 0063	8278 Sun Prairie Pl	40.06
31103	P70 00709 0019	8701 Crenshaw La	6.60
31103	P70 00801 0019	7209 Summerdale Dr	25.20
31103	P70 00807 0007	4650-56 Wayne Meadows Cir	35.44
31103	P70 00807 0025	4327-33 Powell Rd	15.75
31103	P70 00810 0005	7317 Brandt Vista	33.21
31103	P70 00902 0010	7742 Belleplain Dr	25.20
31103	P70 00903 0003	7729 Mark Ave	25.20
31103	P70 00908 0008	5230 Monitor Dr	25.20
31103	P70 00911 0007	4351 Kitridge Rd	33.36
31103	P70 00914 0009	5128 Mariner Dr	24.20
31103	P70 00915 0018	4572 Korner Dr	25.20
31103	P70 00915 0028	4510 Korner Dr	46.25
31103	P70 01001 0003	7116 Taylorsville Rd	25.20
31103	P70 01003 0005	7415 Brandt Pk	21.54
31103	P70 01006 0026	4691 Powell Rd	26.07
31103	P70 01007 0035	5738 Tibet Dr	2.70
31103	P70 01009 0008	5046 Sabra Ave	6.67
31103	P70 01106 0005	7350 Brandt Pk	25.20
31103	P70 01114 0034	7129 Troy Manor Rd	25.20
31103	P70 01203 0019	7129 Chadbourne Dr	4.80
31103	P70 01205 0026	6631 Pegwood Ct	6.00
31103	P70 01206 0010	7883 Sebring Dr	8.17
31103	P70 01208 0011	5755 Craigmont Ct	24.88
31103	P70 01401 0039	4807 Neptune La	24.84
31103	P70 01404 0012	4842 Nebraska Ave	25.20
31103	P70 01405 0018	4901 Nebraska Ave	35.34
31103	P70 01408 0005	5669 Botkins Rd	6.77
31103	P70 01408 0042	5701 Belmar Dr	46.04
31103	P70 01409 0025	5328 Rye Dr	29.94
31103	P70 01506 0008	6130 Ansbury Dr	18.31
31103	P70 01506 0020	5539 Leibold Dr	34.91
31103	P70 01511 0020	6185 Farmborough Dr	29.24
31103	P70 01512 0061	5200 Tilbury Rd	9.28
31103	P70 01513 0057	6440 Harshmanville	10.53
31103	P70 01513 0068	5326 Cranwell Cr	6.43
31103	P70 01515 0013	4877 Fishburg Rd	43.64
31103	P70 01601 0032	6123 Sandbury Dr	6.40
31103	P70 01602 0054	4973 Chesham Dr	31.34
31103	P70 01614 0038	5915 Corsica Dr	20.84
31103	P70 01616 0028	5956 Corsica Dr	25.20
31103	P70 01702 0019	6905 Morley La	25.20
31103	P70 01709 0027	6226 Leawood Dr	26.47
31103	P70 01709 0065	7161 Kismet Pl	35.55

31103	P70 01714 0019	7044 Hubbard Dr	31.42
31103	P70 01718 0007	5656 Bellefontaine	39.74
31103	P70 01801 0034	5901 Lancer Ct	25.20
31103	P70 01803 0016	7901 Berchman Dr	29.59
31103	P70 01804 0055	6218 Buckman Dr	2.63
31103	P70 01806 0015	7636 Blackshear Dr	39.88
31103	P70 01910 0029	4691 Powell Rd	20.84
31103	P70 01913 0046	7037 Highbury Rd	33.44
31103	P70 01923 0002	5836 Old Troy Pk	68.90
31103	P70 02014 0001	8640 Taylorsville Rd	25.20
31103	P70 02021 0009	5985 Fox Trace Ct	25.20
31103	P70 02114 0003	7730 Brandt Pk	187.02
31103	P70 03901 0010	8610 Chambersburg Rd	25.20
31103	P70 03901 0022	8860 Chambersburg Rd	25.20
31103	P70 03901 0024	8910 Chambersburg Rd	25.20
31103	P70 03902 0016	9160 Taylorsville Rd	25.20
31103	P70 03902 0021	9156 Taylorsville Rd	25.20
31103	P70 03902 0025	9220 Taylorsville Rd	25.20
31103	P70 03902 0046	7300 New Carlisle Pk	25.20
31103	P70 03902 0049	9304 Taylorsville Rd	25.20
31103	P70 03902 0050	9340 Taylorsville Rd	25.20
31103	P70 03902 0052	9378 Taylorsville Rd	23.94
31103	P70 03902 0055	9341 Taylorsville Rd	25.20
31103	P70 03903 0001	8844 Bellefontaine Rd	25.20
31103	P70 03903 0072	8984 Bellefontaine Rd	25.20
31103	P70 03903 0084	8933 Bellefontaine Rd	25.20
31103	P70 03904 0006	7795 Chambersburg Rd	25.20
31103	P70 03904 0010	7450 Chambersburg Rd	25.20
31103	P70 03904 0018	7990 Chambersburg Rd	25.20
31103	P70 03904 0041	8184 Chambersburg Rd	25.20
31103	P70 03904 0050	7861 Chambersburg Rd	25.20
31103	P70 03904 0078	8288 Chambersburg Rd	25.20
31103	P70 03904 0085	8701 Adams Rd	46.04
31103	P70 03904 0092	7850 Chambersburg Rd	25.20
31103	P70 03904 0104	7800 Chambersburg Rd	25.20
31103	P70 03905 0002	7840 Bellefontaine Rd	25.20
31103	P70 03905 0004	7780 Bellefontaine Rd	25.20
31103	P70 03905 0062	8125 Taylorsville Rd	25.20
31103	P70 03905 0081	8767 Taylorsville Rd	25.20
31103	P70 03905 0086	7707 Bellefontaine Rd	25.20
31103	P70 03906 0030	8485 Bellefontaine Rd	25.20
31103	P70 03908 0018	7440 Chambersburg Rd	25.20
31103	P70 03908 0021	6795 Fishburg Rd	25.20
31103	P70 03908 0022	6585 Fishburg Rd	50.40
31103	P70 03908 0029	6580 Chambersburg Rd	25.20
31103	P70 03908 0031	6616 Chambersburg Rd	25.20
31103	P70 03908 0038	6760 Chambersburg Rd	25.20
31103	P70 03908 0043	6485 Bellefontaine Rd	25.20

31103	P70 03908 0047	7020 Chambersburg Rd	25.20
31103	P70 03908 0054	6745 Fishburg Rd	25.20
31103	P70 03908 0060	7136 Chambersburg Rd	25.20
31103	P70 03908 0065	6535 Fishburg Rd	25.20
31103	P70 03909 0058	7459 Taylorsville Rd	25.20
31103	P70 03910 0044	7240 Shull Rd	25.20
31103	P70 03911 0007	5500 Bellefontaine Rd	25.20
31103	P70 03911 0038	5730 Brandt Pk	25.20
31103	P70 03912 0023	5119 Fishburg Rd	25.20
31103	P70 03912 0079	5363 Tilbury Rd	408.66
31103	P70 04001 0006	6225 Taylorsville Rd	20.48
31103	P70 04001 0042	6775 Taylorsville Rd	25.20
31103	P70 04002 0018	6409 Shull Rd	25.20
31103	P70 04002 0054	6493 Shull Rd	25.20
31103	P70 04003 0043	4316 Powell Rd	25.20
31103	P70 04003 0051	4280 Powell Rd	25.20
31103	P70 04003 0104	4704 Fishburg Rd	42.70
31103	P70 04003 0120	4293 Powell Rd	25.20
31103	P70 04004 0017	4949 Chambersburg Rd	25.20
31103	P70 04004 0091	4820 Chambersburg Rd	25.20
31103	P70 04006 0071	8169 Old Troy Pk	187.68
31103	P70 04007 0028	4078 Powell Rd	25.20
31103	P70 04007 0039	4250 Fishburg Rd	25.20
31103	P70 04007 0056	4242 Powell Rd	25.20
31103	P70 04008 0009	6240 Endicott Rd	25.20
31103	P70 04009 0055	7571 Bridgewater Rd	25.20
31103	P70 04009 0057	4341 Taylorsville Rd	15.54
31103	P70 50217 0047	5801 Troy Villa Blvd	22.80
			4,689.42

Project NuParcel ID	Address	Amount
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Sewer Combination Project #31324

2023 Assessment			
Project Number	Parcel ID	Address	Amount
31324	P48-003571 (Miami Co)	1013 Arbor Dr	41.43
31324	P70 00202 0001	6101 Rip Rap Rd	42.22
31324	P70 00202 0010	6141 Rip Rap Rd	155.43
31324	P70 00202 0078	5811 Shore Dr	155.43
31324	P70 00202 0113	5819 Shore Dr	155.43
31324	P70 00202 0142	5821 Shore Dr	120.89
31324	P70 00202 0173	6177 Apache St	155.43
31324	P70 00202 0212	6171 Pocahontas St	103.62
31324	P70 00202 0225	6035 Shore Dr	155.43
31324	P70 00202 0253	6139 Shore Dr	120.90
31324	P70 00202 0266	4025 Kennebec Dr	172.70
31324	P70 00202 0284	4086 Catawba Ave	155.43
31324	P70 00202 0330	6219 Apache St	155.43
31324	P70 00202 0358	4013 Champaign Ave	155.43
31324	P70 00202 0362	4029 Champaign Ave	155.43
31324	P70 00202 0365	4045 Champaign Ave	154.77
31324	P70 00202 0376	6325 Champaign Ave	155.43
31324	P70 00202 0405	4026 Navajo Ave	69.08
31324	P70 00202 0456	6220 Apache St	34.54
31324	P70 00202 0578	4180 Navajo Ave	150.43
31324	P70 00202 0604	6333 Blackfoot St	207.36
31324	P70 00202 0753	4095 Navajo Ave	155.43
31324	P70 00202 0756	4087 Navajo Ave	155.43
31324	P70 00202 0770	4037 Navajo Ave	155.43
31324	P70 00202 0870	4028 Mohegan Ave	155.43
31324	P70 00202 0912	4030 Chippewa Ave	63.84
31324	P70 00202 0952	4037 Chippewa Ave	51.81
31324	P70 00202 1131	6030 Shore Dr	155.43
31324	P70 00202 1157	5810 Shore Dr	155.43
31324	P70 00202 1160	5790 Shore Dr	155.43
31324	P70 00202 1200	6461 Rip Rap Rd	155.43
31324	P70 00202 1201	5785 Shore Dr	86.35
31324	P70 00202 1204	6255 Blackfoot St	69.08
31324	P70 00304 0018	5040 Bluffview Dr	29.62
31324	P70 00411 0026	7690 Rustic Woods Dr	11.20
31324	P70 00415 0005	7716 Timbercrest Dr	29.61
31324	P70 00501 0013	5717 Charlesgate Rd	22.54
31324	P70 00601 0002	6030 Shull Rd	12.38
31324	P70 00709 0019	8701 Crenshaw La	30.66
31324	P70 00807 0007	4650-56 Wayne Meadows Cir	271.93
31324	P70 00807 0025	4327-33 Powell Rd	120.32
31324	P70 00911 0007	4351 Kitridge Rd	4.37
31324	P70 00914 0009	5128 Mariner Dr	33.90
31324	P70 01007 0035	5738 Tibet Dr	11.91
31324	P70 01009 0008	5046 Sabra Ave	65.17

31324	P70 01203 0019	7129 Chadbourne Dr	43.44
31324	P70 01205 0026	6631 Pegwood Ct	33.91
31324	P70 01206 0010	7883 Sebring Dr	28.58
31324	P70 01208 0011	5755 Craigmont Ct	33.68
31324	P70 01401 0039	4807 Neptune La	72.96
31324	P70 01405 0018	4901 Nebraska Ave	37.73
31324	P70 01408 0005	5669 Botkins Rd	47.81
31324	P70 01506 0008	6130 Ansbury Dr	27.40
31324	P70 01511 0020	6185 Farmborough Dr	35.35
31324	P70 01512 0061	5200 Tilbury Rd	99.61
31324	P70 01513 0057	6440 Harshmanville	118.55
31324	P70 01513 0068	5326 Cranwell Cr	52.37
31324	P70 01601 0032	6123 Sandbury Dr	41.20
31324	P70 01709 0065	7161 Kismet Pl	57.80
31324	P70 01714 0019	7044 Hubbard Dr	37.07
31324	P70 01804 0055	6218 Buckman Dr	22.01
31324	P70 04001 0006	6225 Taylorsville Rd	231.57
31324	P70 04009 0057	4341 Taylorsville Rd	9.33
			5,960.74

AI-9427

**New Business A.
City Manager**

City Council Meeting

Meeting Date: 08/21/2023

Title Sponsorship - The Big Hoopla's Hometown Heroes Military Appreciation Night

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council **Date(s) of Committee Review:** 08/08/2023
Work
Session

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

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

Agenda Item Description or Legislation Title

A Resolution Providing For Title Sponsorship Of The Big Hoopla's Hometown Heroes Military Appreciation Night At The Rose Music Center.
(first reading)

Purpose and Background

The City of Huber Heights is the western neighbor to Wright-Patterson Air-Force Base, which employs over 30,000 military, civilian, and contractor personnel making Wright-Patterson Air Force Base the largest single site employer in the state of Ohio with an economic impact of \$4.2 billion per year. Specifically to Huber Heights, Department of Defense associated business activities make up our largest collective source of earned income tax proceeds.

The Big Hoopla, which supports the annual NCAA Men's Basketball First Four play-in games at the University of Dayton and annually generates \$4.5 million of economic impact, hosts an annual concert for active-duty military personnel and veterans within the region in appreciation for their service and commitment to our country. The Big Hoopla's Hometown Heroes Military Appreciation Night on September 16, 2023, will be held at The Rose Music Center which is owned by the City of Huber Heights.

In support for The Big Hoopla's Hometown Heroes Military Appreciation Night, and as a show of gratitude to those who serve, and have served, in the defense of the security of our nation, it is recommended that the City provide a Title Sponsorship for The Big Hoopla's Hometown Heroes Military Appreciation Night on September 16, 2023.

Fiscal Impact

Source of Funds: General Fund - Department Of Economic
Development

Cost: \$25,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

PROVIDING FOR TITLE SPONSORSHIP OF THE BIG HOOPLA’S HOMETOWN HEROES
MILITARY APPRECIATION NIGHT AT THE ROSE MUSIC CENTER.

WHEREAS, the City of Huber Heights (the “City”) is neighbor to Wright-Patterson Air Force Base, which employs over 30,000 military, civilian, and contractor personnel making Wright-Patterson Air-Force Base the largest single site employer in the state of Ohio with an economic impact of \$4.2 billion per year; and

WHEREAS, The Big Hoopla hosts an annual concert for active-duty military personnel and veterans in the region in appreciation for their service and commitment to this country; and

WHEREAS, the City owns and operates the Rose Music Center, a professional concert venue, which has been selected to host The Big Hoopla’s Hometown Heroes Military Appreciation Night on September 16, 2023; and

WHEREAS, the City wishes to demonstrate its support for The Big Hoopla’s Hometown Heroes Military Appreciation Night and its gratitude for those who serve, and have served, in the defense of the security of this nation.

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

Section 1. The City shall provide for a Title Sponsorship of The Big Hoopla’s Hometown Heroes Military Appreciation Night on September 16, 2023 at The Rose Music Center.

Section 2. Funds necessary to provide said sponsorship shall be drawn from the General Fund line-item 101.305.5247 in accordance with, and in the spirit of, Section 171.02(d) and Section 171.12(b) 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9420

**New Business B.
City Manager**

City Council Meeting

Meeting Date: 08/21/2023

Case RP 23-18 - City Of Huber Heights - Vacate Thorngate Drive

Submitted By: Geri Hoskins

Department: Planning **Division:** Planning

Council Committee Review?: Council **Date(s) of Committee Review:** 08/08/2023
Work
Session

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

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

Agenda Item Description or Legislation Title

An Ordinance To Approve Vacating Thorngate Drive, North Of Waynegate Road, To Transfer The Remnants Of The Public Right Of Way To The Adjacent Property Owners, And To Accept The Recommendation Of The Planning Commission (Case RP 23-18).
(first reading)

Purpose and Background

The applicant, the City of Huber Heights, is requesting approval to vacate Thorngate Drive, north of Waynegate Road (Case RP 23-18). The remnants of the public right of way will be transferred to the adjacent property owners.

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

Staff Report

Decision Record

Drawing

Fire Assessment

Minutes

Presentation

Ordinance

Memorandum

Staff Report for Meeting of July 11, 2023

To: Huber Heights City Planning Commission
From: Aaron K. Sorrell, City Planner
Date: July 5, 2023
Subject: Vacation of Public Right of Way
RP 23-18 (Thorngate Dr. north of Waynegate Rd.)

Department of Planning and Zoning

City of Huber Heights

APPLICANT/OWNER: City of Huber Heights – Applicant

DEVELOPMENT NAME: N/A

ADDRESS/LOCATION: Thorngate Drive, north of Waynegate Road.

ZONING/ACREAGE: Planned Residential (PR) / 0.14 Acres

EXISTING LAND USE: Right of Way stub

ZONING

ADJACENT LAND: North: PR
East: PR
West: PR
South: PR

REQUEST: The City of Huber Heights requests approval to vacate Thorngate Drive, north of Waynegate Rd. The remnants of the public right of way will be transferred to the adjacent property owners.

ORIGINAL APPROVAL: N/A

APPLICABLE HHCC: Chapter 1107, Ohio Revised Code 711.39

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

Overview

The city is requesting approval to vacate Thorngate Drive, north of Waynegate Road. This is a stub street intended to connect to the subdivision to the north. The connection was never approved or completed, nor will it ever be constructed. As a result, this stub serves no municipal purpose, and has created drainage problems for the adjacent property owners.

Once the right of way is officially vacated and the road bed removed, the two parcels will be transferred to the adjacent property owners.

Applicable Subdivision Regulations

The applicable subdivision regulations for the plat are found in Chapter 1107 - Final Plat. The vacation of public right of way is governed by ORC 711.39 - Vacating Plat by Legislative Authority.

Vacating the public right of way requires approval by the platting commission (Planning Commission) and the Huber Heights City Council.

Staff Analysis

The vacation is being initiated by the City at the request of the adjacent property owners who have consistent flooding issues due to this stub. The stub serves no municipal function since the connection to the northern subdivision was never completed. The City is removing the road bed for the adjacent property owners.

Additional Comments:

Fire: The Fire Department has approved vacation and replat.

City Engineer: The engineer has approved vacation and replat.

Recommendation

Staff recommends approval of the Thornburg Drive Vacation as submitted.

Planning Commission Action

Planning Commission may take the following actions with a motion to:

- 1) Recommend approval of the vacation and replat, with or without conditions.
- 2) Recommend denial vacation and replat.
- 3) Table the application to gather additional information.



Planning Commission Decision Record

WHEREAS, on June 22, 2023, the applicant, The City of Huber Heights, requested approval to vacate Thorngate Road north of Waynegate Road (Case RP 23-18), and;

WHEREAS, on July 11, 2023, the Planning Commission did meet and fully discuss the details of the request.

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

Mr. Jeffries moved to approve the request by the applicant, The City of Huber Heights, for approval to vacate Thorngate Road north of Waynegate Road (Case RP 23-18) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, with the following conditions:

1. Approve as submitted.

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

Terry Walton, Chair
Planning Commission

Date

BEING A VACATION OF THORNGATE DRIVE
OF THE HERBERT C. HUBER PLAT NO. 58, SECTION 8 BY P.B. 103, PG. 2
LOCATED IN SECTION 30, TOWN 2, RANGE 8 M.Rs.
CITY OF HUBER HEIGHTS, MONTGOMERY COUNTY, OHIO



LOT 13358
0.2358 ACRES
HERBERT C. HUBER PLAT NO.58
SECTION 8
P.B. 103 PG. 2
MIAMI VALLEY IN-OVATIONS, INC.
I.R. DEED 10-074175
P70 00510 0012

LOT 13357
0.2358 ACRES
HERBERT C. HUBER PLAT NO.58
SECTION 8
P.B. 103 PG. 2
STEVEN M & TAMARA L JORGENSEN
DMF 89-294D04
P70 00510 0011

THORNGATE DR.

WAYNEGATE ROAD
(PUBLIC 50' R/W)

Survey Measurements:

- Top Boundary: N86°26'30"W 50.00'
- Left Boundary: S03°33'30"W 105.00'
- Right Boundary: N03°33'30"E 105.00'
- Bottom Boundary: N86°26'30"W 40.00' (left), 80.00' (right)
- Internal Vertical Boundary: N03°33'30"E 120.00'
- Internal Horizontal Boundary: 25.00' (left), 25.00' (right)
- Curved Boundary (Left): R=15.00', L=23.56', Lch=N48°33'30"E, Lch Dist=21.21', Δ=90°00'00"
- Curved Boundary (Right): R=15.00', L=23.56', Lch=S41°26'30"E, Lch Dist=21.21', Δ=90°00'00"

EX R/W (Exception Right of Way)

RECEIVED
JUN 22 2023

JOB No. 8088

RECEIVED
JUN 22 2023
By 23-18



Huber Heights Fire Division

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

Occupancy Name:	Replat		
Occupancy Address:	Thorngate Road		
Type of Permit:	HHP&D Site Plan		
Additional Permits:	Choose an item.		
Additional Permits:	Choose an item.		
MCBR BLD:	N/A	HH P&D:	
MCBR MEC:		HHFD Plan:	23-197
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	7/5/2023

Fire Department Comments:

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

Plan submittal is approved as shown on drawing, dead end road vacation. Parcel to be split between adjoining homeowners.

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

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

**Planning Commission
July 11, 2023, Meeting
City of Huber Heights**

- I. Chair Terry Walton called the meeting to order at approximately 6:02 p.m.
- II. Present at the meeting: Mr. Cassity, Mr. Jeffries, Ms. Thomas, Ms. Vargo, and Mr. Walton.

Members absent: None.

Staff Present: Aaron K. Sorrell, Interim City Planner, and Geri Hoskins, Planning & Zoning Administrative Secretary.

III. Opening Remarks by the Chairman and Commissioners

None.

IV. Citizens Comments

None.

- V. **Swearing of Witnesses** Mr. Walton explained the proceedings of tonight's meeting and administered the sworn oath to all persons wishing to speak or give testimony regarding items on the agenda. All persons present responded in the affirmative.

VI. Pending Business

- 1. **TEXT AMENDMENT - The applicant, THE CITY OF HUBER HEIGHTS, is requesting approval of a text amendment pertaining to Chapter 1181.20 Building Materials for Dwellings (TA 23-14A).**

Mr. Sorrell stated that over the years, building materials have improved and builders utilize a range of materials to provide a mixture of building facades along a street, convey different design aesthetics, and control construction costs as prices of materials can vary depending on local and regional demand. This text amendment seeks to codify community expectations and provide reasonable flexibility for contemporary designs and modern material utilization.

Based on feedback from the Planning Commission this version has been revised for clarity and ease of administration.

Staff Analysis

Currently, there is a significant schism with exterior building material requirements between building in a straight zoned area (A, R-1, R-2, etc.) versus building on a lot in a Planned Residential areas. If a buyer seeks to construct a new single-story home or build a single-story addition in any district other than a PUD, they must fully wrap their single-story home in brick or masonry material. New two-story homes must have the first floor wrapped in brick or masonry material. The floors above can be any other material.

Planning Commission Meeting

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Recent Planning Commission decisions have established a minimum masonry limit at approximately 25% of the front façade for single-family homes. Multi-family structures have ranged from 10% to 20% in recent years.

Staff is proposing the following standards:

Non-PUD Zoning:

- One-Story dwellings: 25% of the front façade
- Multi-Story dwellings: 25% of the first-floor front façade.

PUD Zoning:

- 1 & 2-family buildings: 25% of the front facades
- Multi-family and mixed-use buildings: 10% of the aggregate building wall surface.

These standards encourage the Planning Commission to consider the types, location and layouts of the buildings. Every development is different, and the Planning Commission should include those details. Specifically, the Planning Commission is encouraged to:

When establishing the requirements, the Planning Commission shall consider the types, location, and layout of the buildings to:

- (1) Encourage a mix of building facades and material usage and discourage monotonous building repetition.
- (2) Encourage higher percentages of full depth brick, cultured brick, stone, cultured stone, or other approved masonry product along the frontage of major public streets and thoroughfares.

Additional Comments:

Staff feels that these revised materials requirements for dwellings reflect the recent decisions of the Planning Commission and City Council and are a bridge from the previous masonry requirements to a constituent that desires a diverse architectural palate within the community.

Fire: No comments.

City Engineer: No comments.

Discussion on building in phases, each section held to standard, eliminate aggregated amount.

Action

Ms. Thomas moved to approve the request by the applicant THE CITY OF HUBER HEIGHTS, for approval of a Text Amendment pertaining to Chapter 1181.20 Building Materials for Dwellings (TZ 23-14A) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

VII. New Business

- 1. MINOR CHANGE - The applicant, KELLEY KOONS, is requesting approval of Minor Change to the Detailed Development Plan to construct a four-season enclosed patio. Property is located at 5420 Brandt Pike (MC 23-16).**

Mr. Sorrell stated that the applicant requests a minor change to the Detailed Development Plan to construct a 300 SF four-season enclosure on the north side of the existing building. The 30' by 10' structure will have overhead doors on each end of the building, and windows along the northern wall. The addition will be nearly 500' from Brandt Pike and barely visible due to its relatively small size.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1171 – General Provisions and Chapter 1174 -Planned Public and Private Buildings and Grounds District (PP).

Staff Analysis

Detailed Development Plan Analysis:

The applicant requests a minor change to the Detailed Development Plan to construct a 300 SF four-season enclosure on the north side of the existing building. The exterior of the addition is mostly windows on the north side, and one window and overhead door on each end.

Conformance With Planned Public and Private Buildings and Grounds District Requirements:

Uses: Fraternal organizations are a permitted use.

Development Standards:

- The addition meets all setback and yard requirements.
- No additional parking is necessary.

No other changes are being proposed by the applicant. The existing structure is just over 18,000 SF. This addition represents an enlargement of under 2% of the existing floor area. No other improvements are required by the zoning code.

Fire: No comments received.

City Engineer: No comments received.

Action

Mr. Jeffries moved to approve the request by the applicant KELLY KOONS, for approval of a Minor Change to the Detailed Development Plan (MC 23-16) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

2. REPLAT - The applicant, THE CITY OF HUBER HEIGHTS, is requesting approval to vacate Thorngate Road north of Waynegate Road (RP 23-18).

Mr. Sorrell stated that the city is requesting approval to vacate Thorngate Drive, north of Waynegate Road. This is a stub street intended to connect to the subdivision to the north. The connection was never approved or completed, nor will it ever be constructed. As a result, this stub serves no municipal purpose, and has created drainage problems for the adjacent property owners.

Once the right of way is officially vacated and the road bed removed, the two parcels will be transferred to the adjacent property owners.

Applicable Subdivision Regulations

The applicable subdivision regulations for the plat are found in Chapter 1107 - Final Plat. The vacation of public right of way is governed by ORC 711.39 - Vacating Plat by Legislative Authority.

Vacating the public right of way requires approval by the platting commission (Planning Commission) and the Huber Heights City Council.

Staff Analysis

The vacation is being initiated by the City at the request of the adjacent property owners who have consistent flooding issues due to this stub. The stub serves no municipal function since the connection to the northern subdivision was never completed. The City is removing the road bed for the adjacent property owners.

Additional Comments:

Fire: The Fire Department has approved vacation and replat.

City Engineer: The engineer has approved vacation and replat.

Discussion on changing the deeds, fully restored.

Action

Mr. Jeffries moved to approve the request by the applicant THE CITY OF HUBER HEIGHTS, for approval to vacate Thorngate Road north of Waynegate Road (RP 23-18) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

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3. **DETAILED DEVELOPMENT PLAN - The applicant, METROPOLITAN HOLDINGS LTD, is requesting approval of a Detailed Development Plan for an apartment project. Property is located at Executive Boulevard across the street from the Rose Music Center (DDP 23-19).**

Mr. Sorrell stated the applicant requests Detailed Development Plan approval to facilitate the construction of 312 residential units (1- and 2-bedroom apartments) on approximately 21.3 acres.

The Planning Commission recommended approval of a rezoning and basic development plan on February 14, 2023. The Huber Heights City Council approved the rezoning and basic development plan on April 11, 2023.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1130 – Amendments, Chapter 1171 – General Provisions, Chapter 1179 – Planned Mixed Use, Chapter 1181 – General Provisions.

The staff analysis addresses the elements of the Detailed Development Plan and standards for approval.

Staff Analysis

The approved rezoning and Basic Development Plan ordinance has the following relevant conditions:

1. The Basic Development and Zoning Regulations shall be those submitted with the application dated January 30, 2023.
2. The northern property buffering requirements shall be determined during the Detailed Development Plan review.

Conformance with the approved conditions of the BDP:

1. **The Basic Development and Zoning Regulations shall be those submitted with the application dated January 30, 2023.**

The development regulations that were submitted with the Basic Development Plan will be recorded as part of the detailed development plan approval. The Project Zoning and Design Standards are attached for reference.

The submitted detailed development plan substantially conforms to these requirements.

Setbacks

Minimum Requirements	As indicated on the DDP	Conforming (Y/N)
Front yard: 20 feet	25 feet	Y
Rear yard: 25 feet	25 feet	Y
East Side yard: 25 feet	25 feet	Y
West Side yard: 25 feet	20 feet	N*

*The applicant has indicated that this is an error and will be submitting corrected plans.

Signage

The DDP indicates two (2) internal illuminated wall signs on the clubhouse building. The two wall signs total 75 square feet.

Two non-illuminated entrance columns (monument signs) are proposed. The columns are 6 feet high and just under 4 feet wide. The signage graphic affixed to each column is approximately 3.5 square feet.

Staff feels the signs are appropriately located and well designed to showcase the music branding of apartment complex.

Architecture and Site Standards

The detailed development plan appears to satisfy the building material requirements outlined in the Project Zoning and Design Standards. The residential buildings are mixture of stone, cement panels, and lap and batten siding. The buildings facing Executive Boulevard including the clubhouse have extensive stone and masonry elements.

Additionally, the applicant is proposing a significant amenity package for residents including pool, outdoor kitchen and gathering areas.

Landscaping

The landscaping plan is substantially compliant to the standards outlined in the Project Zoning and Design Standards. This includes street tree, perimeter and interior landscaping, and open space requirements. Sheets L1 and L2 illustrate the proposed landscaping plan.

Lighting

The lighting plan indicates pedestrian scale decorative poles and fixtures will be used the parking areas and travel lanes. The decorative fixtures are mounted on 12-foot poles. The lighting standards limit light trespass to no more the 0.5 foot-candle. However, the photometric plan indicates areas of illumination on the north property line which exceeds this standard. As a condition of approval, the applicant shall shield the perimeter fixtures adjacent to the north property line.

Street and Transportation Standards

The detailed development plan complies with the street and transportation standards outlined in the Project Zoning and Design Standards.

The only significant change is the multi-use path along Executive Boulevard. The basic development plan indicated a 10-foot path. After discussions between the applicant and staff, the path has been reduced to eight (8) feet. This was done to better accommodate decorative street lighting that is being planned for Executive Boulevard. The width of the path matches the width of the path in front of the Rose.

2. **The northern property buffering requirements shall be determined during the Detailed Development Plan review.**

How the project is buffered from the northern neighborhood was a significant discussion topic and particular concern to the adjacent neighbors. Staff encouraged the development team to survey the treeline to determine which

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mature trees are healthy and should remain, and to cluster landscaping between the garages to further reduce visual and noise impacts. Additionally, specific grading requirements and their impacts to the treeline was unknown at the point of basic development plan approval.

Surprisingly, only eight trees within the 25-foot setback must be removed. They are clustered in the areas where two retaining walls must be constructed to achieve the grading required for the parking areas and garages. No trees along the property line are indicated to be removed. Sheet C201 and C202 illustrate the planned removals. Sheet C501 and C502 illustrate the grading limits and location of the retaining walls.

To mitigate the loss of the trees and increase buffering, the applicant is proposing substantial landscaping along the northern property line. Sheet L2 and L2.1 There is a dense mixture of evergreen and deciduous trees planned. The evergreens will be 6 feet at planting, and the various deciduous trees will have a 3-inch diameter. These are substantially larger than typically planted.

Staff feels the northern property line is adequately buffered between the existing trees remaining and the substantial amount of new plantings.

Staff Analysis

The DDP application substantially conforms with the Basic Development Plan ordinance approved by the City Council. Additionally, the DDP generally conforms to all relevant zoning regulations, including landscaping, lighting, parking, architectural standards and signs.

Additional Comments:

Fire: See Attached.

City Engineer: No comments received.

Discussion on parking compared to Parkview, fire issues, 9 ft. parking spaces, another lane on south side of Executive, 8 ft sidewalks, font for sign, what name means, tree survey, retaining walls, 1 phase.

Ryan Young, Jamie Oberschlake,

Pat Dyer, resident, asked about retaining wall, between buildings and garages, dumpsters, maintenance, how long building will take.

Annamarie Norgrove, resident, asked about tree lines and when construction will start.

Melissa Cleary, resident, said the name was really cool and it's a great idea.

Action

Ms. Vargo moved to approve the request by the applicant METROPOLITAN HOLDINGS LTD, for approval of a Detailed Development Plan for a proposed new 312 unit apartment project. Property is located across the street from the Rose Music Center (DDP 23-19) in accordance with the recommendation of Staff's Memorandum dated July 6, 2023, and the Planning Commission Decision Record attached thereto.

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

- 4. BASIC DEVELOPMENT PLAN - The applicant, BP-OTP, LLC, is requesting approval of a Rezoning from O1 to PC, and a Basic Development Plan for a gas station convenience mart with fueling pumps. Property is located at 4949 Chambersburg Road (BDP 23-17).**

Mr. Sorrell stated that the applicant seeks to construct a new 5,915 SF Wawa convenience store with eight fueling pumps at the corner of Old Troy Pike and Chambersburg Road. Wawa is entering the Dayton area market, and this will be its first Huber Heights store.

The proposed store will sit on 5.41 acres, of which approximately three (3) acres are zoned Planned Commercial and approximately 2.4 acres are zoned O-1.

Convenience stores and fueling stations are permitted in the Planned Commercial District but not the O-1. Thus, a replat and rezoning are included in the Basic Development Plan application.

Nearby commercial and retail uses at this intersection include Walgreens on the southwest corner; KeyBank on the northeast corner; and Speedway at the southeast corner.

Site Characteristics

Approximately half the site is currently developed as a single-family house in a densely wooded and landscaped lot. The other half is wooded, undeveloped land. There is a steep grade change with the plateau of the site approximately 30 feet above the Chambersburg / OTP intersection. The grade change between the road and the site becomes less dramatic as one travels east on Chambersburg and north on Old Troy Pike.

While the proposed store is located in the general clearing of the lot, grading will be required to develop the building pad, parking area, fueling bays and access drives. However, it does appear that grading will end approximately 80 feet from the east property line and have no impact on the home north of the site.

The site has access to all necessary utilities. Additionally, the applicant will dedicate the required right-of-way for the planned Chambersburg widening and multi-use path.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1171 – General Provisions, Chapter 1176 – Planned Commercial, Chapter 1181 – General Provisions, Chapter 1182 – Landscaping, and Chapter 1185 – Parking and Loading.

Chapter 1171.05 - Contents of basic development plan, states:

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

Planning Commission Meeting

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

Chapter 1171.06 - General standards for approval, states:

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

- (a) Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;
- (b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- (c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;
- (d) Shall not impose an undue burden on public services such as utilities, fire and police protection, and schools;
- (e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;
- (f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible

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with the existing intended uses, and any part of a PUD not used for structures, parking and loading areas, or accessways;

(g) Shall preserve natural features such as water courses, trees and rock outcrops, to the degree possible, so that they can enhance the overall design of the PUD;

(h) Is designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services;

(i) Shall place underground all electric and telephone facilities, street light wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;

(j) Shall not create excessive additional requirements at public cost of public facilities and services and shall not be detrimental to the economic welfare of the community;

(k) Shall not involve uses, activities, processes, materials, equipment and conditions of operation that shall be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors; and

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

Staff Analysis

The staff analysis addresses the rezoning request and elements of the Basic Development Plan and standards for approval.

Rezoning Analysis:

The applicant requests the rezoning of approximately 2.44 acres from O-1 General Office to Planned Commercial (PC).

Conformance with Comprehensive Plan

The City's comprehensive plan indicates the site is within the Estates pattern area adjacent to the Southtown pattern area. The Estates development pattern area recognizes that is area is where large-scale development is unlikely to occur and where large-lot residential development is appropriate. This is particularly true on the west side of the pattern area where environmental constraints, such as flooding, limit the development potential.

However, that is not to say the area is determined to be exclusively residential. One of the key elements within the Estates development pattern area is to "allow for incremental, contextually relevant non-residential uses and amenities." This site is on the east edge of the pattern district, not subject to flooding and at the intersection of two major roadways. Additionally, all necessary utilities are available.

Given the location of this site and its context within the Estate pattern district, staff feels the rezoning from O-1 to PC is consistent with the comprehensive plan.

July 11, 2023

Basic Development Plan Analysis:

The applicant proposes constructing a 5,915 SF convenience store and four-island fueling center. The applicant has submitted all necessary plans and studies for the Basic Development Plan review.

Conformance With Planned Commercial District Requirements:

Uses: Retail uses and filling stations are principally permitted in the district.

Development Standards:

- The site plan meets all parking and building setback and yard requirements.
- Nineteen street trees are required. The preliminary landscaping plan shows 19 street trees. However, due to grading issues and Chambersburg Road's planned widening, most of them are not near the sidewalk. During the Detailed Development plan review, staff will work with the applicant to place the required trees appropriately.
- The lighting plan submitted with the application meets all requirements. The proposed fixture height is 20 feet, and the fixture types meet the code. The photometric analysis indicates no light trespasses across the property lines.
- The building design substantially meets the exterior material recommendation. Not including glazing, the building's entire exterior is 68% masonry. The front façade is 78% masonry and glazing. Approximately 28% of the exterior is a wood composite accent siding.
- All utilities are below ground.

Parking and Loading:

- The applicant proposes 53 parking spaces, more than the code requires. Parking stall dimensions are 10' x 20', as required.

Landscaping:

- The plans appear to meet the landscaping requirements but will be verified when the detailed development plan is submitted.

Signs:

- A sign package was not submitted with the application and will be reviewed when the detailed development plan is submitted. The elevations indicate three wall signs, and the site plan indicates two monument signs.

Conformance with General Standards of Approval:

Below is the staff analysis of conformance with the general standards of approval.

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

It is the staff's opinion that the proposal is consistent with the comprehensive plan and thoroughfare plan. The site is located at the intersection of arterial and collector streets.

July 11, 2023

(b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;

While no development schedule has been submitted, the applicant has stated to staff that they will initiate construction shortly after all plans are approved by the City and County. There are no concerns on the part of staff that the applicant would have difficulty financing and constructing the project in a reasonable time.

(c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;

It is important to note that the traffic counts were taken when school was in session, and they represent an accurate assessment of the existing peak traffic volume. The traffic study estimates there will be 541 AM and 467 PM weekday peak hour trips.

This store's net new peak hour trips are estimated at 129 AM and 1179 PM. It's important to note that the study estimates that 76% of those trips are pass-by, meaning those vehicles are on the road regardless of whether the Wawa development is constructed.

The traffic study indicates that no drop-down lanes are necessary. The applicant is required to dedicate additional ROW along Chambersburg Road to facilitate the construction of a future roadway widening.

(d) Shall not impose an undue burden on public services such as utilities, fire and police protection, and schools;

Staff does not anticipate any undue burden on public services. The area has adequate utility and street capacity. We are unaware of any policing concerns, and the development will comply with all building and fire code requirements.

(e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;

Any conditions imposed by the Planning Commission or City Council will be memorialized in the PUD legislation and remain in effect unless modified by the Planning Commission or City Council.

(f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the existing intended uses, and any part of a PUD not used for structures, parking and loading areas, or accessways;

The staff believes the site plan is generally well arranged, and internal circulation is efficient and compatible with the intended use. Pedestrian connections between the streets and the store are provided. The landscaping requirements will be reviewed with the Detailed Development application.

July 11, 2023

(g) Shall preserve natural features such as water courses, trees and rock outcrops, to the degree possible, so that they can enhance the overall design of the PUD;

The site will retain a significant amount of wooded area to the west and north. Additionally, the existing decorative retaining wall will remain.

(h) Is designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services;

As discussed, the site has significant topographic features. The grading plan illustrates significant grading on the site's west, south and northeast edges. The grading should not impact the properties west or north of the site since there is an adequate buffer between the property lines and the extent of the grading activities. The applicant is grading to a 3:1 slope and providing vegetative ground cover, which will limit erosion.

(i) Shall place underground all electric and telephone facilities, street light wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;

All utilities will be placed underground.

(j) Shall not create excessive additional requirements at public cost of public facilities and services and shall not be detrimental to the economic welfare of the community;

Staff does not anticipate any additional public services required to support this development.

(k) Shall not involve uses, activities, processes, materials, equipment and conditions of operation that shall be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors; and

All proposed uses are consistent with the Planned Commercial district zoning being requested as part of this application. The traffic study does not indicate that this development will generate excessive traffic.

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

The staff believes the rezoning is consistent with the comprehensive plan and will not adversely affect surrounding properties.

Additional Comments:

Fire: See attached.

July 11, 2023

City Engineer: The engineer has reviewed the site plan and requested additional right of way along Old Troy Pike and Chambersburg Road. The applicant has indicated that they will revise their plans accordingly.

Recommendation

Staff supports the partial rezoning from General Office (O-1) to Planned Commercial. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the rezoning and Basic Development Plan with the following conditions:

- The applicant shall assess the health of the existing trees along the site's perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
- The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
- Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.
- Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
 - Vehicle sales, rental or service
 - Sweepstakes Cafes
 - Short-term lenders (pay-day lenders, loans against auto titles, etc.)
 - Dry cleaners
 - Outdoor sales and storage, unless approved by the Planning Commission
- The applicant shall submit a revised Basic Development Plan indicating the corrected ROW dedication along Old Troy Pike and Chambersburg Road, as the City engineer requires.

Discussion on sidewalk width, undeveloped half of site, left turn onto Troy, traffic coming south, Chambersburg design timeline, 3-1 slope, full shielding on West side, traffic lane on Troy Pike, retaining wall, 19 ft. drop, bike racks, lower the crest on Chambersburg.

Patrick O'Leary, Eric Williams, Patrick Warnemont, Adam Malonjao, Jason Waite, Ryan Vickers.

Action

Ms. Thomas moved to approve the request by the applicant BP-OPT, LLC, for approval of a Rezoning from O1 to PC, and a Basic Development Plan for a gas station convenience mart with fueling pumps (BDP 23-17) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

VIII. Additional Business

None.

IX. Approval of the Minutes

Without objection, the minutes of the June 13, 2023, Planning Commission meeting are approved.

X. Reports and Calendar Review

Mr. Sorrell stated Flying Ace, Huber Health Center, and Technology and Artz Road.

XI. Upcoming Meetings

August 15, 2023
September 12, 2023

XII. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at approximately 8:40 p.m.

Terry Walton, Chair

Date

Geri Hoskins, Administrative Secretary

Date

RP 23-18

Thorngate Drive Replat

Vacation of Public Right of Way

August 8, 2023

Application:

- The City of Huber Heights requests approval to vacate Thorngate Drive, north of Waynegate Rd. The remnants of the public right of way will be transferred to the adjacent property owners.

Applicable Regulations:

- Vacating the public right of way requires approval by the platting commission (Planning Commission) and the Huber Heights City Council.



OLDE PARK DR

PR

THORNGATE DR

ROW WAYNEGATE RD

MEADOWGATE CT

AUTUMNGATE LN



LOT 13358
0.2358 ACRES
HERBERT C. HUBER PLAT NO.58
SECTION 8
P.B. 103 PG. 2
MIAMI VALLEY IN-OVATIONS, INC.
I.R. DEED 10-074175
P70 00510 0012

R=15.00'
L=23.56'
Lch=N48°33'30"E
Lch Dist=21.21'
 $\Delta=90^{\circ}00'00''$

N86°26'30"W 50.00'

25.00'

25.00'

HERBERT C. HUBER PLAT NO.58
SECTION 8
P.B. 103 PG. 2

0.0700
ACRES

0.0700
ACRES

S03°33'30"W 105.00'

THORNGATE DR.

N03°33'30"E 120.00'

N03°33'30"E 105.00'

LOT 13357
0.2358 ACRES
HERBERT C. HUBER PLAT NO.58
SECTION 8
P.B. 103 PG. 2
STEVEN M & TAMARA L JORGENSEN
DMF 89-294D04
P70 00510 0011

R=15.00'
L=23.56'
Lch=S41°26'30"E
Lch Dist=21.21'
 $\Delta=90^{\circ}00'00''$

EX R/W

40.00'
N86°26'30"W

40.00'
80.00'

EX R/W

WAYNEGATE ROAD
(PUBLIC 50' R/W)

25.00'

Staff Analysis and Recommendation:

- The vacation is being initiated by the City at the request of the adjacent property owners who have consistent flooding issues. The stub serves no municipal function since the connection to the northern subdivision was never completed.
- Planning Commission voted 5-0 to recommend approval.

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2023-O-

TO APPROVE VACATING THORNGATE DRIVE, NORTH OF WAYNEGATE ROAD, TO TRANSFER THE REMNANTS OF THE PUBLIC RIGHT OF WAY TO THE ADJACENT PROPERTY OWNERS, AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE RP 23-18).

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

WHEREAS, the City Planning Commission has reviewed Case RP 23-18 and on July 11, 2023, recommended approval by a vote of 5-0 of the Replat; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of vacating Thorngate Drive, north of Waynegate Road, (Case RP 23-18) is hereby approved in accordance with the Planning Commission's recommendation.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9425

**New Business C.
City Manager**

City Council Meeting

Meeting Date: 08/21/2023

Metro Rose, LLC - Development Agreement

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 08/08/2023

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 Metro Rose, LLC.
(first reading)

Purpose and Background

On April 10, 2023, City Council approved the Basic Development Plan and Rezoning of the Newbauer Farm on Executive Boulevard for 312 market-rate multifamily housing units. On July 11, 2023, the Planning Commission approved the Detailed Development Plan for this project. Based on the information provided to the City by the developer, this project will net to the City approximately \$5.4 million over 30 years. This agreement also provides the City with a 4 acre lot, at no cost, to develop with a specific focus on the development of a full-service restaurant or brewery-type establishment.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

The City estimates 30-year net proceeds associated with this project to total approximately \$5.4 million.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH METRO ROSE, LLC.

WHEREAS, the City of Huber Heights (the “City”) and Metro Rose, LLC (the “Developer”) plan to enter into a development agreement (the “Agreement”); and

WHEREAS, the Agreement provides for the development of approximately 25 acres of real property located on the north side of Executive Boulevard, across from 6800 Executive Boulevard, and commonly referred to as the Newbauer Farm; and

WHEREAS, the Developer proposes to construct, or cause to be constructed, approximately 320 units of market rate multifamily housing as well as provide the City with approximately 4 acres for commercial/retail uses (the “Project”); and

WHEREAS, the City and Developer have determined to enter into the Agreement (attached hereto as *Exhibit A*) 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 and City of Huber Heights 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 and the Law Director.

Section 2. 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, as reviewed and approved to form and content by the Law Director, shall be evidenced conclusively by the execution thereof.

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

DEVELOPMENT AGREEMENT

by and between

CITY OF HUBER HEIGHTS, OHIO

and

METRO ROSE, LLC

relating to

NEWBAUER PROPERTY MIXED-USE DEVELOPMENT

dated as of

_____, 2023

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Exhibit B -	Depiction of Multifamily Project
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DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “*Agreement*”) is made and entered into this _____ day of _____, 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 **METRO ROSE, LLC**, an Ohio limited liability company (the “*Developer*” and together with the City, the “*Parties*” and each of the Parties individually referred to herein as a “*Party*”), under the circumstances summarized in the following recitals (terms used but not defined in the Recitals shall have the meaning set forth in Section 1.2):

RECITALS

WHEREAS, the Developer, through its affiliate, Metropolitan Holdings Acquisitions LLC, has entered into a purchase agreement with Nancy A. Newbauer, Trustee of The Ruth L. Newbauer Trust A and B, dated July 10, 1991 and Nancy A. Newbauer, Successor Trustee of The John S. Newbauer Trust, collectively the Seller, dated July 10, 1992, as such purchase agreement may hereafter be reasonably modified, extended or amended (the “*Purchase Agreement*”) for the purpose of acquiring approximately 25.30 contiguous acres of real property located within the City (which real property is described on **EXHIBIT A** attached hereto and is collectively referred to herein as the “*Newbauer Property*” or the “*Property*”); and

WHEREAS, the Developer and City propose to create a mixed-use development of commercial and housing uses (the “*Mixed-Use Development*”) on the Property, and following acquisition of the Property and approval and recordation of a minor subdivision and lot split thereto, the Developer proposes to construct, or cause to be constructed, on an approximate 21.3 acre portion of the Property, an approximate 320+/- unit apartment development project (the “*Multifamily Project*”), a sample depiction of which appears on **EXHIBIT B** attached hereto; and

WHEREAS, the City has determined that the construction of the Multifamily 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, pursuant to the TIF Statute, City Council heretofore passed (i) Ordinance No. 2003-O-1409 on April 28, 2003 (the “*Original TIF Ordinance*”) thereby exempting from taxation any improvements to the real property subject to the Original TIF Ordinance (which includes the Property) and requiring the current and future property owners of such real property 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 (ii) Ordinance No. 2020-O-2456 on December 14, 2020 (the “*Amendment to the Original TIF Ordinance*”), pursuant to Ohio Revised Code Section 5709.51, to extend the exemption from taxation of improvements to each parcel under the Original TIF Ordinance for a period of thirty (30) years (the Original TIF Ordinance and the Amendment to the Original TIF Ordinance are collectively referred to herein as the “*TIF Ordinance*”); and

WHEREAS, City Council heretofore adopted Resolution No. 94-R-1453 on June 20, 1994, declaring a certain area within the City to be a Community Reinvestment Area (“CRA #7” which is also referred to as a Pre-1994 CRA), which CRA #7 was amended by Resolution No. 2010-R-5333, adopted on September 27, 2010, as modified by Resolution No. 2015-R-6195, adopted on June 8, 2015, and Resolution No. 2021-R-7036, adopted on September 13, 2021, and as amended by Resolution No 2022-R-7211, adopted on December 15, 2022 (collectively, the “*CRA Legislation*”); and

WHEREAS, the Property, in its entirety, is located within CRA #7; and

WHEREAS, pursuant to the CRA Legislation, the City granted tax exemptions within CRA #7 for improvements to real property, as authorized by the CRA Statute, as follows: (i) a ten (10) year, 100% exemption for the remodeling of any dwelling existing as of June 20, 1994, containing not more than two family units upon which the cost of remodeling is at least three thousand dollars (\$3,000.00), as described in division (A) of Section 3735.67 of the Ohio Revised Code, (ii) a twelve (12) year, 100% exemption for every dwelling containing more than 2 units, commercial or industrial properties, upon which the cost of remodeling is at least five thousand dollars (\$5,000.00) as described in division (B) of Section 3735.67 of the Ohio Revised Code, and (iii) a fifteen (15) year, 100% exemption for the construction of every commercial or industrial structure as described in division (C) of Section 3735.67 of the Ohio Revised Code, (collectively, the “*CRA Exemption*”); and

WHEREAS, the CRA Exemption is applicable to a mixed-use development on the Property, which the Parties acknowledge would include the construction of the Multifamily Project, including but not limited to its approximate 320+/- unit apartment development contained in multiple dwellings (with each such structure having more than two residential units) and located collectively on one parcel, amenity building(s), and accessory structure(s); and

WHEREAS, the City wishes to confirm that Multifamily Project proposed to be constructed upon the Property is eligible for the CRA Exemption so as to allow the Developer to acquire the Property and to develop the Multifamily Project in reliance on the availability of the CRA Exemption under the terms set forth in the CRA Legislation and subject to Ohio law governing the CRA Exemption; and

WHEREAS, the Parties have determined to enter into this Agreement to provide for the construction of the Multifamily Project, to confirm the availability of the CRA Exemption to support the Multifamily Project and to provide for the payment of Minimum Service Payments; and

WHEREAS, the City, by [Ordinance/Resolution] No. _____ passed by City Council on _____, 2023 authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree and obligate themselves as follows:

(END OF RECITALS)

ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2 Definitions. As used herein:

“*Agreement*” means this Development Agreement dated as of the Effective Date, by and between the City and the Developer.

“*Apartment Housing Complex*” means collectively all of the buildings and structures, or portion thereof, occupied or constructed as apartments or living units within one or more dwellings or multi-unit housing structures, to be occupied by multiple families or occupants, and located on the Property, or a subdivided portion thereof. It shall also include any building constructed as a dedicated amenity or accessory used to support and sustain the operation of an apartment housing community on the Property. For the avoidance of doubt, it shall not include any building or structure constructed on the Restaurant Parcel.

“*City*” means the City of Huber Heights, Ohio, an Ohio municipality.

“*City Attorney*” means the City Attorney of the City or any person serving in an interim or acting capacity with respect to that office.

“*City Codified Ordinances*” means the Codified Ordinances of the City, as amended and supplemented from time to time.

“*City Council*” means the City Council of the City.

“*City Default*” shall have the meaning set forth in Section 7.2.

“*City Manager*” means the City Manager of the City or any person serving in an interim or acting capacity with respect to that office.

“*County*” means the County of Montgomery, Ohio.

“*County Auditor*” means the County Auditor of the County or any person serving in an interim or acting capacity with respect to that office.

“*County Recorder*” means the County Recorder of the County or any person serving in an interim or acting capacity with respect to that office.

“*CRA #7*” shall have the meaning set forth in the Recitals.

“*CRA Exemption*” shall have the meaning set forth in the Recitals.

“*CRA Legislation*” shall have the meaning set forth in the Recitals.

“*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 C**).

“*Developer*” means Metro Rose, LLC, an Ohio limited liability company.

“*Developer Default*” shall have the meaning set forth in Section 7.1.

“*Developer Mortgage*” shall have the meaning set forth in Section 8.5.

“*Developer Mortgagee*” shall have the meaning set forth in Section 8.5.

“*Development Completion Deadline*” shall have the meaning set forth in Section 4.5.

“*First Annual MSP Invoice Deadline*” shall have the meaning set forth in Section 6.3(b).

“*Fixture Maintenance Fee*” shall have the meaning set forth in Section 4.4(d).

“*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 6.3(c).

“Minimum Service Payment Obligation” shall have the meaning set forth in Section 6.3.

“Mixed-Use Development” shall have the meaning set forth in the Recitals.

“MSP Invoice Deadline” shall have the meaning set forth in Section 6.3(b).

“MSP First Payment Year” means the calendar year immediately following the first calendar year in which any type of certificate of occupancy is issued for the first structure that is a portion of the Apartment Housing Complex, provided that the structure is exempted from real property taxation for that tax year pursuant to the CRA Resolution and in accordance with this Agreement. For example, if the first certificate of occupancy issued is a temporary certificate of occupancy for the Apartment Housing Complex and that certificate of occupancy is issued in December 2024, the MSP First Payment Year will be calendar year 2025, provided the Apartment Housing Complex is subject to the CRA Exemption for tax year 2025 (property tax payment year 2026).

“MSP Last Payment Year” means the 14th year after the MSP First Payment Year. For example, if the MSP First Payment Year is calendar year 2026, the MSP Last Payment Year is calendar year 2040..

“Multifamily Project” means the Apartment Housing Complex built and owned under a common or affiliated owners, and operated and managed collectively under a common brand or similar community name.

“Multifamily Project Site” shall have the meaning set forth in Section 2.3.

“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: Metro Rose, LLC
1429 King Avenue
Columbus, Ohio 43212
Attention: Matthew R. Vekasy
Telephone: (614) 488-1900
Facsimile: (614) 488-1905
Email: mvekasy@metropolitanholdings.com

With a duplicate to: Andrew Lemmon, CPA
Metropolitan Holdings
1429 King Avenue
Columbus, Ohio 43212
Telephone: (614) 488-1900
Facsimile: (614) 488-1905
Email: alemmon@metropolitanholdings.com

Vorys, Sater, Seymour and Pease LLP
c/o Scott Ziance, Esq.
52 East Gay Street
Columbus, OH 43215
Phone: 614-464-8287
Email: sjziance@vorys.com

“*Option Period*” shall have the meaning set forth in Section 4.5.

“*Owner*” shall have the meaning set forth in Section 2.3.

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

“*Permitted Use*” shall have the meaning set forth in Section 4.5.

“*Purchase Agreement*” shall have the meaning set forth in the Recitals.

“Real Property Tax Exemption Recipient” shall have the meaning set forth in Section 5.3.

“Repurchase Option” shall have the meaning set forth in Section 4.5.

“Restaurant Parcel” means, collectively, all of the buildings and structures, or portion thereof, not occupied or constructed as apartments, living units or associated uses connected to the Multifamily Project or the Apartment Housing Complex, and specifically designated for development of acceptable commercial, non-residential uses as set forth in Section 4.5(b), and to be located on an independent designated parcel following an approval and recordation of a lot split and minor subdivision of the Property.

“Right of First Refusal” shall have the meaning set forth in Section 4.5.

“Second Annual MSP Invoice Deadline” shall have the meaning set forth in Section 6.3(b).

“Sidewalk Fee-in-Lieu” shall have the meaning set forth in Section 4.4(f).

“State” means the State of Ohio.

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

“TIF Ordinance” means, collectively, the Original TIF Ordinance (Ordinance No. 2003-O-1409 passed by the City Council on April 28, 2003 in Montgomery County, Ohio), and the Amendment to the Original TIF Original Ordinance (Ordinance No. 2020-O-2456 passed by the City Council on December 14, 2020 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 Statute*” means, collectively, Sections 5709.40, 5709.42, 5709.43 and 5709.51 of the Ohio Revised Code, and those sections as each may hereafter be amended from time to time.

“*Waived Assessments*” shall have the meaning set forth in Section 4.12.

Section 1.3 Interpretation. Any reference in this Agreement to the City or to any officers of the City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, or a section or provision of the City Codified Ordinances includes the section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided*, that no amendment, modification, revision, supplement or superseding section, provision or chapter will be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “*hereof*”, “*hereby*”, “*herein*”, “*hereto*”, “*hereunder*” and similar terms refer to this Agreement; and the term “*hereafter*” means after, and the term “*heretofore*” means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

(END OF ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1 General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, financing, construction, acquisition and installation of the Multifamily Project.

Section 2.2 Term of Agreement. This Agreement shall become effective as of the Effective Date and will continue until the Parties' respective obligations set forth herein have been fulfilled, unless earlier terminated in accordance with this Agreement.

Section 2.3 Declaration of Covenants.

(a) Filing. It is intended and agreed, and it will be so provided by the Developer in the Declaration relating to the portion of the Property upon which the Multifamily Project is constructed (the "*Multifamily Project Site*") that certain covenants set forth herein shall hereafter be binding upon owners of the Multifamily Project Site (each, including the Developer, during its period of ownership of the Multifamily Project Site, an "*Owner*"). Except as otherwise provided in the Declaration, the covenants set forth in the Declaration are hereby incorporated into this Agreement by this reference.

(b) Termination. Upon satisfaction of the obligations of the Developer related to the Multifamily Project to make the TIF Payments and the Minimum Service Payments, the City will, upon the request of the Developer or an Owner, execute an instrument in recordable form evidencing the termination of the Declaration with respect to the Property, or any applicable

portion thereof, and releasing the covenants running with the land as set forth in the Declaration with respect to the Developer's or that Owner's portion of the Property.

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

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

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

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, including its Charter, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e) There is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) Ordinance/Resolution No. _____ passed by City Council on _____, 2023 authorizing the execution and delivery of this Agreement, has been duly passed and is in full force and effect as of the Effective Date.

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

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

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the Developer and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e) It is not aware of any litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(END OF ARTICLE III)

ARTICLE IV

MULTIFAMILY PROJECT

Section 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 Multifamily Project and to perform any and all of its duties and obligations relating to the Multifamily Project in a manner consistent with this Agreement, subject to market conditions as they may exist from time to time during the term of this Agreement.

Section 4.2 Multifamily Project. Subject to economic conditions supporting the development of the Multifamily Project and the Developer securing adequate approvals, including, but not limited to, approvals from any jurisdiction to which the Multifamily Project is subject, including any zoning changes or variance, as each are determined by the Developer in its sole and complete discretion, the Parties acknowledge and agree that the Multifamily 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) as follows:

(a) The Developer will construct an approximate 320+/- unit Apartment Housing Complex on the Multifamily Project Site. The Multifamily Project is targeted for completion and available for occupancy in December 2029, or as may be reasonably economically feasible to complete at any time before or after that estimated date. The Developer estimates that the Multifamily Project will have a total fair market value of approximately Forty Million Five Hundred Sixty Thousand (\$40,560,000.00) dollars upon completion.

(b) The Developer anticipates that approximately 100 temporary jobs will be created in connection with the construction of the Multifamily Project and approximately 4 permanent jobs will be created at the Multifamily Project when it is fully completed and occupied.

Section 4.3 Submittal of Plans for Development Project. For the Multifamily Project, the Developer shall prepare and submit a site plan, architectural rendering(s), project zoning and design standards, 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.

Section 4.4 Installation of Utilities, Roadways, Sidewalks and Streetlights. To support the development of the Multifamily Project, including the installation of utilities, roadways, sidewalks and streetlights, each Party shall have the responsibilities set forth below:

(a) 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 Multifamily Project to service only the Apartment Housing Complex, 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. The domestic water network will be composed of a tap connection and public extension within a recorded public easement onto the Apartment Housing Complex portion of the Property, connecting to a municipal utility provider-approved meter and backflow assembly, generally thereafter further consisting of an appropriately sized underground fire water loop routed throughout the site and to building structures within a recorded public easement, servicing fire hydrants, fire sprinkler systems, standpipes and other emergency connections, as well as an appropriately sized underground private water loop routed throughout the site and to building structures servicing the domestic and potable water infrastructure requirements. The City hereby confirms that it will supply water services to the Multifamily Project under the terms and

conditions that it supplies such services to similarly situated customers and that it has, and will have, sufficient capacity to supply such services to the Multifamily Project during the term of this Agreement.

(b) 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 Multifamily Project to service exclusively the Apartment Housing Complex, 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. The City hereby confirms that it will supply sanitary sewer services to the Multifamily Project under the terms and conditions that it supplies such services to similarly situated customers and that it has, and will have, sufficient capacity to supply such services to the Multifamily Project during the term of this Agreement.

(c) Storm Sewer. Except as otherwise provided herein, at no cost to the City, the Developer shall provide to the City storm sewer drainage easements, as necessary, and will dedicate a storm sewer collection system and related onsite detention and/or retention ponds to the City which will be designated on the detailed development plan(s) and plat(s) to service the Apartment Housing Complex of the Multifamily Project. The Developer shall provide all of the detention to service the Apartment Housing Complex for the Multifamily Project on the Property and the City shall not require Developer to handle any off-site detention or detention from portions of the Property not dedicated to use as the Apartment Housing Complex. The exact location and size of such storm sewer drainage easements and on-site ponds shall be determined by (i) the detailed development plan(s) and final plat(s) as approved by the City, consistent with the zoning thereof, as herein provided, (ii) engineering standards and (iii) all other applicable rules and

regulations. Except for underground storm sewer pipes, the Developer shall be responsible for all maintenance of the storm sewer management system (including but not limited to easements and ponds) located within the Property and servicing the Apartment Housing Complex of the Multifamily Project.

Each Party covenants and agrees that all roadway, utility and other construction and development work undertaken by that Party (or any third-party upon the direction of that Party) will be designed and performed in such a manner as not to disrupt or otherwise interfere with any existing storm sewer drainage systems (surface, field tile or other) on or off of the Property.

(d) Streetlights. The City and Developer have an interest to define the area in which the Apartment Housing Complex is located as a uniquely identifiable area through the utilization of decorative streetlights. The City and Developer agree to work together to define this concept, and the City agrees to advance the design, construction, and installation of such decorative streetlights. The costs associated therewith shall be shared amongst all benefiting property owners in accordance with provisions of City of Huber Heights Ordinance No. 90-O-419 as well as Chapter 727 of the Ohio Revised Code; unless otherwise agreed to by the Parties. The Developer will annually reimburse the City, at a cost not to exceed \$10,152 annually, its proportionate share of the costs of the fixture maintenance and electric utility to service the streetlights located along the Developer's frontage along Executive Boulevard and servicing the Apartment Housing Complex (the "*Fixture Maintenance Fee*"). The Fixture Maintenance Fee shall be charged as a single, annual fee to the Developer and any successor as set forth in the Declaration, and shall not be due until at least sixty (60) days after the Developer receives a written invoice from the City setting forth the amount of the Fixture Maintenance Fee for that year in accordance with this Section.

(e) Roadways.

(i) Private Roads. Except as otherwise provided herein, all private drives and internal roads on the Property servicing the Apartment Housing Complex within the Multifamily Project shall be constructed by the Developer, at no cost to the City, as needed for its intended use of the Multifamily Project. All private drives and internal roads servicing the Apartment Housing Complex shall be (A) constructed in accordance with the standards customarily employed by a multi-family developer for projects of a similar scope and size, (B) designed in accordance by a licensed professional engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of Ohio, and (C) located in accordance with final development plans and permits approved by the City.

(ii) Public Roads on Property. If the Parties agree that the construction of any public roads or public road modifications are required on the Property, all such public roads or public road modifications on the Property shall be constructed by the Developer, at no cost to the City, in accordance with City standards, and as may be applicable and appropriate to the type of road being constructed. Any such public roads or public road modifications constructed on the Property under this Agreement shall be (A) located within current or future dedicated right of way, and (B) reviewed, inspected and approved by the City.

(iii) Off-Site Roadway Improvements. The City does not anticipate that any roadway improvements will be needed outside the boundary of the Property as a result of the Multifamily Project. In no event shall the Developer be responsible for constructing, or causing the construction of, if applicable, any future turn lane at entryways as may be

required to effectively and efficiently operate The Rose Music Center at The Heights even if said improvements benefit, directly or indirectly, the Apartment Housing Complex.

(f) Pedestrian Sidewalks. Developer shall at its sole cost design and install sidewalks along the Executive Boulevard frontage of the portion of the Property servicing the Apartment Housing Complex. All pedestrian sidewalks shall be constructed in accordance with the City standards and the Americans with Disabilities Act, as applicable, and in accordance with final development plans and permits approved by the City. Alternatively, since installation of a new pedestrian sidewalk or a multipurpose path along the frontage of Executive Boulevard may not be immediately required, and deferment of installation would be beneficial to the comprehensive or long range planning efforts of the City, and further extending the lifespan of the infrastructure within the public right-of-way, the Developer, with the consent of the City, may opt to make a one-time payment of a sidewalk fee-in-lieu of \$60.00 per lineal foot of frontage of the portion of the Property servicing the Apartment Housing Complex (the “*Sidewalk Fee-In-Lieu*”). The Developer’s option to pay the Sidewalk Fee-In-Lieu shall expire upon either (i) commencement of installation of sidewalks along Executive Boulevard or (ii) the occupancy of the last structure to be built as part of the Apartment Housing Complex. The City shall construct or cause to be constructed pedestrian sidewalks or a multipurpose path of the same design and quality along the northern side of Executive Boulevard, commencing at the eastern property line of the Property, and extending eastward until the intersection of Executive Boulevard and SR-201 Brandt Pike.

(g) 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 4.4, or other public or private utilities to service the Multifamily 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 Multifamily Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Apartment Housing Complex. 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 the Developer. The City shall restore any easement areas following any construction work by the City in accordance with the City Codified Ordinances.

(h) Dedication. All public utilities and public roadways (including related rights-of-way) installed and/or constructed within the Multifamily Project (except the utility cross easements described in Section 4.4(g)) 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, which agrees to accept such dedication, and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement.

(i) Rezoning. The Parties acknowledge that the Property has been rezoned from “PEP” – Planned Employee Park District to “PM” – Planned Mixed-Use District to permit the Multifamily Project.

(j) Cooperation. The City agrees to work cooperatively with the Developer to support the Mixed-Use Development and the Multifamily Project and timely review and act on any requests for City approvals, permits or inspections.

Section 4.5 Developer Obligations.

(a) The Developer shall be responsible for developing the Apartment Housing Complex and the Multifamily 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 Apartment Housing Complex and to design, finance and construct the Apartment Housing Complex of the Multifamily Project. Unless a later date applies to a given obligation, as expressly set forth in this Agreement, the obligations under this Agreement of the Developer shall, as to the Multifamily Project, commence on the later of (i) the first date on which all titles to the parcel(s) upon which the Multifamily Project is to be constructed is/are transferred to the Developer as evidenced by the recordation of the deed(s) to said parcel(s); or (ii) the Effective Date of this Agreement.

(b) The Developer agrees to transfer, and the City agrees to accept, title and deed of an approximately 4+/- acre portion of the Property as approximately described on **EXHIBIT D-1** attached hereto and generally shown and depicted on **EXHIBIT D-2** attached hereto (the “*Restaurant Parcel*”) to the City for the amount of zero dollars and no cents (\$0.00). The Restaurant Parcel shall be transferred to the City in “as-is” condition. For the purposes of this agreement, the term “as-is,” shall mean after the Developer’s performance of maintenance activities including the cutting of high grass, weeds, and brush, and the Developer’s removal of any existing minor trees or scrub along the frontage of the Restaurant Parcel for increased visibility to the parcel or physical access that do not constitute creation of impacts, are not considered preserved trees defined under City Codified Ordinance Section 1182.11, and do not constitute commencement of any permanent construction or activity constituting regulated land disturbance on the Restaurant Parcel. Upon receiving title to the Restaurant Parcel, the City agrees, as part of the Mixed-Use Development, to facilitate and cause development of the Restaurant Parcel by an entity that will construct and operate on the parcel a full-service restaurant or brewery-type

establishment (or a reasonably similar establishment of character and quality consistent with a Mixed-Use Development within an “entertainment district”) (each a “*Permitted Use*”). The City shall not allow on the Restaurant Parcel any of the prohibited uses identified within **EXHIBIT F** attached hereto and any such use so identified shall not constitute a Permitted Use. The City, at no cost to the Developer, shall endeavor to cause the development of the Restaurant Parcel for a Permitted Use. If such development is not materially demonstrating timely and commercially reasonable and good faith efforts of advancement through the City’s development planning commission, building permit review process, under construction with active building permit(s), or substantially completed no later than thirty-six (36) months after a certificate of occupancy is awarded for any phase of the Apartment Housing Complex (the “*Development Completion Deadline*”), (i) the Developer shall have the option to repurchase the Restaurant Parcel, which option may be exercised by Developer, in Developer’s sole discretion, at any time within eighteen (18) months after the Development Completion Deadline (the “*Option Period*”), at a price equal to One and 00/100 dollars (\$1.00)(the “*Repurchase Option*”), or (ii) if the Developer does not exercise the Repurchase Option, then for a period of five (5) years after the Option Period expires, the Developer shall have a right of first refusal to purchase the Restaurant Parcel if the City receives a bona fide offer to buy the Restaurant Parcel on terms equal to that which the City is willing to accept (the “*Right of First Refusal*”). The City shall notify the Developer in writing of any offer subject to the Right of First Refusal, and Developer shall have at least sixty (60) days to decide whether it will exercise the Right of First Refusal for that offer. Upon Developer’s transfer of the Restaurant Parcel to the City as set forth in this Section, Developer shall have no further obligations with respect to the Restaurant Parcel under this Agreement.

Section 4.6 Permits. Prior to commencing construction of the Apartment Housing Complex of the Multifamily 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 Apartment Housing Complex of the Multifamily Project consistent with the detailed development plan(s) for the Multifamily Project. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

Section 4.7 Fees, Charges and Taxes. The Developer shall, as and when customarily payable to the City on projects comparable to the Apartment Housing Complex of the Multifamily Project, pay the then-current standard fees in connection with any construction of the Apartment Housing Complex of the Multifamily 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 by the City on projects comparable to the Multifamily 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 by the City on projects comparable to the Apartment Housing Complex of the Multifamily 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 Apartment Housing Complex of the Multifamily Project shall be timely paid.

Section 4.8 Provision of City Services. The City agrees to provide to the Multifamily 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 consistent with its City-wide street maintenance program; provided *however*, the City shall not be required to construct and install improvements related to the provision of those services except as may be required as part of a general duty to provide a basic obligation of public service or otherwise provided herein.

Section 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 Apartment Housing Complex of the Multifamily Project only if, and as otherwise required by, the City Codified Ordinances and other applicable development regulations.

Section 4.10 Compliance with Laws. In connection with the construction of the Multifamily 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, or municipal laws (including City Codified Ordinances) in all material respects; provided, however, that nothing in this Section shall prohibit Developer from contesting in good faith the application of any such laws in an appropriate forum.

Section 4.11 Expeditious Completion of the Multifamily Project. The Parties agree that the expeditious completion of the Multifamily Project will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Multifamily 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 Multifamily 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 Multifamily Project.

Section 4.12 Waiver of Unpaid Special Assessments. In consideration for the Developer's agreement to construct the Multifamily Project and thereby create employment opportunities within the City as well as create various types of housing for its residents, the City agrees to waive, and not charge the Developer, for any unpaid assessments due to the City as of the Effective Date for the Property, or any parcel thereon, including, but not limited to, the unpaid assessments identified on **EXHIBIT E** (collectively, the "*Waived Assessments*"). The City represents that (a) **EXHIBIT E** is a certified summary, prepared by the City, of the Waived Assessments, and (b) except as set forth on **EXHIBIT E**, the City is not aware of any other unpaid assessments due to the City with respect to the Property, or any parcel thereon, including any accrued, deferred, or future known assessments on such property. The Parties agree that the City shall not levy any assessments on the Property which are not levied on all of the surrounding property in a fair and equitable manner, except those assessments, if any, requested by Petition from an Owner of the Property.

(END OF ARTICLE IV)

ARTICLE V

COMMUNITY REINVESTMENT AREA

Section 5.1 General. The Parties acknowledge that the provision of real property tax exemptions in respect of the Multifamily Project Site will be important to facilitate the construction of the Multifamily Project.

Section 5.2 Community Reinvestment Area #7. The Parties agree that:

(a) In accordance with the CRA Legislation, the City has provided for a CRA Exemption applicable to the Multifamily Project Site, which as set forth in the CRA Legislation, includes a fifteen (15) year, 100% real property tax exemption for the construction of every commercial or industrial structure (which, for the avoidance of doubt, includes each structure that comprises a portion of the Apartment Housing Complex) as described in division (C) of Section 3735.67 of the Ohio Revised Code for properties located within CRA #7.

(b) To facilitate the construction of the Multifamily Project, to create employment opportunities within the City as well as the creation of various types of housing for its residents, and in consideration for the Developer's covenants set forth herein, the City hereby confirms that it has, through the CRA Legislation, provided for the aforementioned CRA Exemption, and that such CRA Exemption is available to Developer for the Multifamily Project Site under the terms of the CRA Legislation, the CRA Statute and this Agreement.

(c) The Developer agrees related to the Multifamily Project Site to file with the City one or more CRA real property tax exemption applications. The Parties agree that the CRA Exemption shall commence for each structure that comprises a portion of the Apartment Housing Complex with the tax year identified by the Developer for that structure in the CRA real property tax exemption application, provided that the CRA Exemption for each structure shall commence

no later than the first tax year after that structure is completed. The Developer shall file a CRA real property tax exemption application for the structure that contains the final living unit within the Apartment Housing Complex no later than within ninety (90) days following the issuance (which issuance will not be unreasonably conditioned, withheld or delayed) by the City of a certificate occupancy therefor and shall include with that application (i) confirmation that construction of the final unit in the Apartment Housing Complex has been completed, and (ii) confirmation of the number of units included in the Apartment Housing Complex. The Parties acknowledge that the Developer may develop the Apartment Housing Complex in one or more phases, as determined by the Developer in its sole and complete discretion, and that the Developer may submit a CRA real property tax exemption application to the City for any structure included within a phase or portion of the development of the Apartment Housing Complex.

The City agrees that promptly following confirmation of each application filed in accordance with this Section 5.2(c), the City will approve a fifteen (15) year, 100% real property tax exemption in respect of each structure that comprises a portion of the Apartment Housing Complex, all in accordance with the CRA Legislation.

Section 5.3 Compliance and Remedies Related to the CRA Exemption.

(a) The City agrees that for so long as an Owner is the recipient of a real property tax exemption in accordance with Section 5.2(c) (each a “*Real Property Tax Exemption Recipient*”) and that Real Property Tax Exemption Recipient is complying with the terms of Section 5.2(c), and then notwithstanding the occurrence of a Developer Default or any other default hereunder by actions or inactions of the Developer (provided that such default is not caused by the action or inaction of that Real Property Tax Exemption Recipient), 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.

(b) The Developer further agrees that if the City determines in good faith that an Owner fails to make any required Minimum Service Payment, the City may thereafter take action against the Owner, which shall be proportionate to the default 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 applicable to the Owner under Section 6.3 to a higher amount but in no event higher than the amount that Owner would have paid in real estate taxes but for the CRA exemption.

Section 5.4 Priority of Tax Exemptions. The City agrees that the TIF Exemption shall be subordinate to the CRA Exemption. The Housing Officer shall designate in the Housing Officer's approval of a CRA real property tax exemption application that the CRA Exemption shall have priority with respect to the Multifamily Project Site over the TIF Exemption.

(END OF ARTICLE V)

ARTICLE VI

TAX INCREMENT FINANCING

Section 6.1 General. The Parties acknowledge that City Council heretofore passed the TIF Ordinance which provides for, among other terms, the application of the TIF Exemption to the Multifamily Project Site and identification of certain public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, the Multifamily Project Site.

Section 6.2 Statutory Service Payments. The Developer, on behalf of itself and each Owner, agrees to make TIF Payments attributable to its respective period of ownership of the Multifamily Project Site, all pursuant to and in accordance with the requirements of the TIF Statutes, and any subsequent amendments or supplements thereto, the TIF Ordinance and this Agreement, and as further set forth in the Declaration.

Section 6.3 Minimum Service Payment Obligation.

(a) General. The Developer, on behalf of itself and each Owner, acknowledges and agrees that the Multifamily Project Site is also subject to a minimum service payment obligation (the "*Minimum Service Payment Obligation*"), which constitutes a minimum service payment obligation under Ohio Revised Code Section 5709.91 (the Restaurant Parcel is not subject to the Minimum Service Payment Obligation or any other type of minimum service payment obligation). The Minimum Service Payment Obligation shall begin in the MSP First Payment Year and continue through and including the MSP Last Payment Year. Notwithstanding any other provision of this Agreement, the Minimum Service Payment Obligation shall cease after the MSP Last Payment Year.

(b) Invoices and Timing. The City shall send invoices to collect the Minimum Service Payments as follows:

(i) No later than _____ in each year in which the Minimum Service Payment is due, the City shall send an invoice to each Owner (at the registered address for purpose of receiving real property tax statements) stating the amount due which shall equal 50% of the applicable Minimum Service Payment for that year, and state that payment is due the later of: (i) thirty (30) days after the date the invoice is delivered to the Owner or (ii) February 15 of the year for which the Minimum Service Payment is being collected (the “*First Annual MSP Invoice Deadline*”), and

(ii) No later than _____ in each year in which the Minimum Service Payment is due, the City shall send an invoice to each Owner (at the registered address for purpose of receiving real property tax statements) stating the amount due which shall equal 50% of the applicable Minimum Service Payment for that year, and state that payment is due the later of: (i) thirty (30) days after the date the invoice is delivered to the Owner or (ii) July 15 of the year for which the Minimum Service Payment is being collected (the “*Second Annual MSP Invoice Deadline*” and collectively with the First Annual MSP Invoice Deadline, the “*MSP Invoice Deadline*”).

(c) Annual Minimum Service Payment Obligations. The aggregate annual amount of the Minimum Service Payments for the Multifamily Project Site shall equal:

<u>Year</u>	<u>Annual Amount</u>
MSP Payment Year 1	\$10,000.00
MSP Payment Years 2-5	\$60,000.00
MSP Payment Years 6-10	\$70,000.00
MSP Payment Years 11-15	\$150,000.00

(d) Apportionment of Minimum Service Payment Obligation Among Multiple Owners.

In the event the Multifamily Project Site is owned by more than one Owner, the City shall collect the Minimum Service Payments on a pro rata basis among such Owners based on the then-assessed value of each such Owner's property in proportion to the assessed value of all such Owners' property.

(e) Delinquencies, Administrative Fees and Interest. If a Minimum Service Payment is not received by the City within thirty (30) days after the applicable MSP Invoice Deadline, the City may assess a non-paying Owner with a 10% administrative fee together with interest accruing at an annual rate of 10% on the portion of any Minimum Service Payment that remains unpaid from that Owner. 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 amounts 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 Obligation for the Multifamily Project Site equal less than zero dollars. The Developer, on behalf of itself and the Owners, 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 Multifamily Project Site and any improvements thereon.

(f) Failure to Send Invoice. Failure by the City to send an invoice to an Owner for a Minimum Service Payment in accordance with this Section shall not invalidate Developer's/Owner's obligation to make such payment(s). However, such failure shall invalidate

City's right to assess fees and interest as outlined in this Section for Developer's/Owner's failure to remit or timely remit Minimum Service Payments as required herein. The MSP Payment obligation contained herein shall not be subject to the Force Majeure provision of section 6.5, unless the Force Majeure specifically affects either (i) the means by which the MSP Payment is transmitted, or (ii) the ability of the Owner to receive the invoice for the Minimum Service Payment.

(g) Foreclosure and Acceleration. In the event that any portion of the Multifamily Project Site is subject to an action that would impair or foreclose the lien created by the Declaration (such as a property tax foreclosure action), and provided that the Multifamily Project Site 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 from that portion in the then-current year or any future year (through and including the Minimum Service Payment Last Payment Year). Except as set forth in this Section 6.3, no other Minimum Service Payment shall be owed for the Multifamily Project Site, or any portion thereof.

Section 6.4 Information Reporting. The Developer covenants to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the Developer's compliance with the terms of this Agreement. Any information supplied to such tax incentive review council will be provided solely for the purpose of monitoring the Developer's compliance with this Agreement.

The Developer further covenants to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report

required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Department of Development on or before March 31 of each year the exemption for the Multifamily Project Site provided by the TIF Ordinance is in effect. Any information supplied to the City will be provided solely for the purpose of enabling the City to comply with this requirement.

Section 6.5 Non Discriminatory Hiring Policy. With respect to operations within the City, the Developer will comply with the City's policies adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions (under the TIF Ordinance and the CRA Legislation) practice nondiscriminatory hiring in its operations. In furtherance of that policy, the Developer will agree that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

(END OF ARTICLE VI)

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1 Developer Default. Any one or more of the following shall constitute a Developer Default under this Agreement:

(a) Default by the Developer in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty (30) days after written notice from the City, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty days, a Developer Default shall not be deemed to occur so long as the Developer commences to cure the default within the thirty-day period and diligently pursues the cure for completion within a reasonable time;

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

(c) The filing by the Developer of a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

(d) The making by the Developer of a general assignment for the benefit of creditors;

(e) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the Developer as debtor; or

(f) The filing by the Developer of an insolvency proceeding with respect to such party or any proceeding with respect to such party for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

Section 7.2 City Default. Any one or more of the following shall constitute a City Default under this Agreement:

(a) Default by the City in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty (30) days after written notice from the Developer, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty days, a City Default shall not be deemed to occur so long as the City commences to cure the default within the thirty day period and diligently pursues the cure for completion within a reasonable time;

(b) Any representation or warranty made by the City in this Agreement is false or misleading in any material respect as of the time made;

(c) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the City as debtor; or

(d) Any repeal of the CRA Legislation or the TIF Ordinance or reduction or elimination of the real property tax exemptions granted thereunder except as otherwise provided herein.

Section 7.3 Remedies.

(a) In the event that the Developer shall create or suffer a Developer Default under this Agreement which remains uncured as aforesaid, or in the event that the City shall create or suffer a City Default under this Agreement which remains uncured as aforesaid, or in the event of any dispute arising out of or relating to this Agreement which does not necessarily rise to the level of a default hereunder, then absent facts or circumstances which compel a Party's pursuit of immediate injunctive or other equitable relief, the Parties agree to and shall first proceed as follows prior to pursuit of any other remedies hereunder, in equity or at law:

(i) the complaining Party shall notify the other Party in writing of the dispute and/or claimed default, and thereafter the Parties shall undertake good faith discussions for the purpose of resolving the dispute and/or the issues giving rise to the claimed default.

(ii) If the dispute and/or the issues giving rise to the claimed default are not resolved by such good faith discussions within thirty (30) days after such notice is provided under foregoing clause (i), then, upon the request of either Party by written notice to the other Party, mediation shall be initiated through the use of a mutually-acceptable neutral mediator not affiliated with either of the Parties, and thereafter the Parties shall proceed in good faith with such mediation for the purpose of resolving the dispute and/or the issues giving rise to the claimed default. If the Parties are unable to agree upon a neutral mediator, then either Party may solicit the Administrative Judge of the Common Pleas Court of Montgomery County, Ohio to appoint the mediator. If the dispute and/or the issues giving rise to the claimed default are not resolved within thirty (30) days after the identification or appointment of the mediator, then the Parties may pursue their other remedies hereunder, in equity or at law. Each Party shall pay its own costs and one-half (1/2) of the mediator's fees and expenses in connection with any such mediation. The Developer acknowledges that before the Parties may proceed with mediation in accordance with this Section 8.3(a), City Council must first authorize and appropriate sufficient monies to pay the City's portion of the cost; provided, however, if the City fails to authorize and appropriate sufficient monies to pay the City's portion of the cost for mediation within sixty (60) days after the appointment of a mediator, the Developer may immediately, and without first being required to proceed to mediation under this Section, pursue its other remedies hereunder in equity or at law.

(b) In the event that the Developer shall create or suffer a Developer Default under this Agreement and the Parties are unable to resolve all issues arising out of such a Developer Default in accordance with the discussion and mediation provisions set forth in Section 7.3(a) above, then, in addition to any other rights or remedies available to the City hereunder, in equity or at law, the City, at its option, shall have the right to cancel and terminate this Agreement by written notice to the Developer.

(c) In the event that the City shall create or suffer a City Default under this Agreement and the Parties are unable to resolve all issues arising out of such a City Default in accordance with the discussion and mediation provisions set forth in Section 7.3(a) above, then, in addition to any other rights or remedies available to the Developer hereunder, in equity or at law, the Developer, at its option, shall have the right to cancel and terminate this Agreement by written notice to the City.

Section 7.4 Other Rights and Remedies; No Waiver by Delay. The Parties each have the further right to institute any actions or proceedings (including, without limitation, actions for specific performance, injunction or other equitable relief) as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; *provided*, that any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement will not operate as a waiver of those rights or to deprive it of or limit those rights in any way; nor will any waiver in fact made by either Party with respect to any specific default or breach by any other Party under this Agreement be considered or treated as a waiver of the rights of that Party with respect to any other defaults by the other Party or with respect to the particular default or breach except to the extent specifically waived in writing. It is the further intent of this provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited

in the exercise of any remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise any remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

Section 7.5 Force Majeure. Except as otherwise provided herein, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; *provided, however*, that the Party seeking the benefit of the provisions of this Section must, within a reasonable period following commencement of the enforced delay, notify the other Party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

(END OF ARTICLE VII)

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party; *provided, however*, that the Developer may without the consent of the City 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 Multifamily Project is to be constructed is/are transferred to the affiliate as evidenced by the recordation of the deed(s) to said parcel(s).

For purposes of this Agreement, an “*affiliate*” of the Developer shall mean any entity controlled by or under common control with the Developer and, “*controlled by*” or “*under common control with*” will refer to the possession, directly or indirectly, of the legal power to direct or cause the direction of the management and policies of an entity, whether through the exercise of, or the ability to exercise, voting power or by contract.

Once the Multifamily Project has been completed, the Developer may assign this Agreement to an unrelated third party, which has the financial resources and expertise to own and operate the Multifamily Project, with the prior written consent of the City, which consent will not be unreasonably conditioned, delayed or withheld.

Section 8.2 Binding Effect. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council’s sole discretion. All rights, remedies, and interests held, created in, or received by Developer in this Agreement or in any agreement attached to or entered into pursuant to this Agreement, shall, unless the same are specifically and expressly reserved by this

Agreement to Developer, be rights, remedies, and interests automatically transferred by Developer to an affiliate of Developer with, and at such time as, the deed to any parcel upon which Multifamily 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 Multifamily Project owned by the Developer.

Section 8.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 8.4 Day for Performance. Wherever herein there is a day or time period established for performance and the day or the expiration of the time period is a Saturday, Sunday or legal holiday, then the time for performance will be automatically extended to the next business day.

Section 8.5 Developer Mortgagee Rights. The City hereby acknowledges that, from time to time during the development of the Multifamily Project, the Developer may obtain financing in connection with the Multifamily Project which will be secured in whole or in part by assignments, pledges or mortgages of the Developer's interests in the Property (each a "*Developer Mortgage*"). In connection therewith, the City agrees to and shall cooperate with the Developer to provide to the holder of any such Developer Mortgage (each a "*Developer Mortgagee*") such reasonable factual representations and/or consents regarding this Agreement and/or the Developer's rights hereunder as such Developer Mortgagee may request from time to time. By way of example, such reasonable factual representations and/or consents may take the form of: (a) estoppel certificates certifying that this Agreement is unmodified and in full force and effect (or if

there have been modifications that it is in full force and effect as modified and stating the modifications), that neither the City nor the Developer is in default in the performance of any obligations under this Agreement (or specifying any such default of which the City has knowledge), and certifying as to other facts as reasonably requested by such Developer Mortgagee; and/or (b) consents to the collateral assignment of certain of the Developer's rights under or in respect of this Agreement. Any such requested assurance and/or consent shall be in a form reasonably approved by the City, and the City shall endeavor reasonably to respond to any such request in a prompt and timely manner. The Developer shall pay on behalf of the City any reasonable fees and expenses incurred by the City in connection with any request pursuant to this Section.

Section 8.6 Document Submissions to the City. Except as otherwise required by the City Codified Ordinances, any documents required to be submitted to the City pursuant to this Agreement shall be submitted to the City Manager or such other City department as may be directed by the City Manager.

Section 8.7 Entire Agreement. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 8.8 Executed Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to constitute an original, but all of which together shall 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. The Parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (e.g., PDF or similar format delivered by electronic mail), and such electronic versions shall be deemed

to be original versions of this Agreement. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

Section 8.9 Extent of Covenants; Conflict of Interest; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement are effective to the extent authorized and permitted by applicable law. No member, official or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal interest or the interests of any corporation, partnership, association or other entity in which he is, directly or indirectly, interested. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, member or employee of the City or the Developer, or its successors or permitted assigns, other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement nor any present or future member, officer, agent, director or employee of the Developer, or its successors or permitted assigns, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

Section 8.10 Governing Law. This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio. 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 or any appellate court therefrom.

Section 8.11 Limits on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event will the City or the Developer, or its successors or permitted assigns, be liable to each other for punitive, special, consequential or indirect damages of any type and regardless of whether those damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

Section 8.12 No Third-Party Beneficiary. Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 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.

Section 8.13 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received by email, or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the Notice Address, or to another

address of which the recipient has previously notified the sender in writing, and the notice will be deemed received upon actual receipt, unless sent by certified mail, in which case the notice will be deemed to have been received when the return receipt is received, signed or refused.

Section 8.14 Recitals and Exhibits. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto and the information contained in the Exhibits hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 8.15 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement contained herein, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. If any provision, covenant, obligation or agreement contained herein is subject to more than one interpretation, a valid and enforceable interpretation is to be used to make this Agreement effective. An invalidity or unenforceability of any provision of this Agreement will not affect any valid and enforceable application, and each provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.16 Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(END OF ARTICLE VII – SIGNATURE PAGES TO FOLLOW)

CITY OF HUBER HEIGHTS, OHIO

Title: Interim City Manager

Title: City Attorney

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this ____ day of _____, 2023, before me a Notary Public personally appeared Bryan Chodkowski, the authorized representative of the City of Huber Heights, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the City of Huber Heights, Ohio and the voluntary act and deed of the City of Huber Heights, Ohio.

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

Notary Public

IN WITNESS WHEREOF, the Developer has caused this Agreement to be executed by its duly authorized representatives, all as of the date first written above.

METRO ROSE, LLC, an Ohio limited liability company

By: _____

Printed: Matthew R. Vekasy

Title: Manager

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2023, before me a Notary Public personally appeared Matthew R. Vekasy, the Manager of Metro Rose, 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 Metro Rose, 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 2023 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: _____, 2023

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Newbauer Property Legal Description (25.3 Acres), to be consolidated:

PARCEL I: (P70 01820 0003)

Located in the city of Huber Heights and in Section 24, Town 2, Range 8 M.RS., County of Montgomery, state of Ohio and being all of lot 3 of the plat of Newbauer Park Section One as recorded in plat book 196, page 38-38a in the plat records of Montgomery County, Ohio. 0.9093 acres.

PARCEL II: (P70 01820 0004)

Located in the city of Huber Heights and in Section 24, Town 2, Range 8 M.RS., County of Montgomery, state of Ohio and being all of lot 4 of the plat of Newbauer Park Section One as recorded in plat book 196, page 38-38a in the plat records of Montgomery County, Ohio. 24.3907 acres.

EXHIBIT B
DEPICTION OF MULTIFAMILY PROJECT



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

This TAX INCREMENT FINANCING DECLARATION OF COVENANTS (this “Declaration”) is made by METRO ROSE, LLC, an Ohio limited liability company having its address at 1429 King 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, as amended by Ordinance No. 2020-O-2456 (collectively, 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, commencing on the effective date and ending on the earlier of (a) sixty (60) 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, 5709.43 and 5709.51 (collectively, the “TIF Statute”) 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 Statute and the TIF Ordinance; and

WHEREAS, the Declarant and the City entered into a Development Agreement dated as of _____, 2023 (the “Agreement”), a copy of which may be obtained from the office of the City Manager of the City at 6131 Taylorsville Road, Huber Heights, Ohio 45424; and

WHEREAS, the Agreement creates an obligation on the owners of certain Parcels containing the Multifamily Project (the “*Multifamily Project Site*”, as defined in the Agreement) to 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 with respect to the Parcels comprising the Multifamily Project Site pursuant to Section 2.3 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. Provision of Real Property Tax Exemptions Pursuant to CRA Legislation. The Owners agree that the City shall not be required to provide any real property tax exemption with respect to the Parcels under the CRA Legislation 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 the CRA Legislation.

Section 3. 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 Statute, 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 Statute 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 Legislation because the TIF Exemption is subordinate to the CRA Exemption.) 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.

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

Section 4. Minimum Service Payments. In addition to the obligation to make TIF Payments, the Owners of each Parcel located on the Multifamily Project Site (collectively, the “Multifamily Parcels”, a description of which is attached hereto as **ATTACHMENT A-3**) agree to a minimum service payment obligation (the “*Minimum Service Payment Obligation*”) for each Multifamily Parcel owned by such respective Owner, pursuant to and in accordance with the Agreement. The Owners of the Multifamily Parcels 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 Multifamily Parcels pursuant to Ohio Revised Code Sections 5709.91 and 323.11. The total Minimum Service Payment Obligation due for each Multifamily 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 Multifamily Parcel shall be effective for the term relating to each Parcel as set forth in the Agreement. The Minimum Service Payment Obligation does not apply to the Restaurant Parcel as defined in the Agreement.

Section 5. 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 6. 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 7. 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 following any year in which the TIF Exemption for the applicable Parcel remains in effect.

Section 8. 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 9. 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 7.3 of the 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 Statute 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.

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.

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

METRO ROSE, LLC, an Ohio limited liability company

By: _____

Printed: Matthew R. Vekasy

Title: Manager

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2023, before me a Notary Public personally appeared Matthew R. Vekasy, the Manager of Metro Rose, 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 Metro Rose, LLC.

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

Notary Public

This instrument is prepared by:
Scott J. Ziance
Vorys Sater Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215

(Exhibit C Continued)

Attachment A-1

DESCRIPTION OF PARCELS SUBJECT TO DECLARATION

(Exhibit C Continued)

Attachment A-2

DEPICTION OF PARCELS SUBJECT TO DECLARATION

Attachment A-3

**DESCRIPTION OF MULTIFAMILY PARCELS
(SUBJECT TO MINIMUM SERVICE PAYMENTS)**

EXHIBIT D-1
PRELIMINARY LEGAL DESCRIPTION OF RESTAURANT PARCEL

Proposed Preliminary Legal Description of Restaurant Parcel (4.04+/- Acres), subject to change:

Situated in Sections 18 and 24, Town 2, Range 8, MRS, City of Huber Heights, Montgomery County, Ohio, being part of Lots 3 and 4 of Newbauer Park as recorded in P.B. 196 Pg. 38 and as conveyed to Nancy A. Newbauer Tr. in Deed MF #96-630C08, the boundary of which being more particularly described as follows:

Beginning at the north corner of said Lot 3;

Thence along the north right of way line of Executive Boulevard the following three (3) courses:

1. S78°44'53"W a distance of 297.60 feet;
2. Along a curve to the right an arc distance of 160.40 feet, said curve having a radius of 552.67 feet, a central angle of 16°37'44" and a chord bearing S87°03'45"W a distance of 159.84 feet;
3. N84°37'23"W a distance of 391.15 feet;

Thence through the aforesaid Newbauer Park, N05°22'22"E a distance of 482.94 feet to a point in the north line of said Newbauer Park;

Thence along the lines of said Newbauer Park, the following three (3) courses:

1. S84°33'27"E a distance of 282.84 feet;
2. S05°18'08"W a distance of 374.78 feet;
3. S84°40'07"E a distance of 551.17 feet to the point of beginning.

Containing 4.047 acres, more or less and being subject to easements, restrictions and rights of way of record.

The above description is for development agreement area only and not intended for conveyances purposes.

EXHIBIT D-2
APPROXIMATE GENERAL DEPICTION OF THE RESTAURANT PARCEL

Proposed Approximate General Depiction of Restaurant Parcel (4.04+/- Acres), subject to change and jurisdictional approvals:

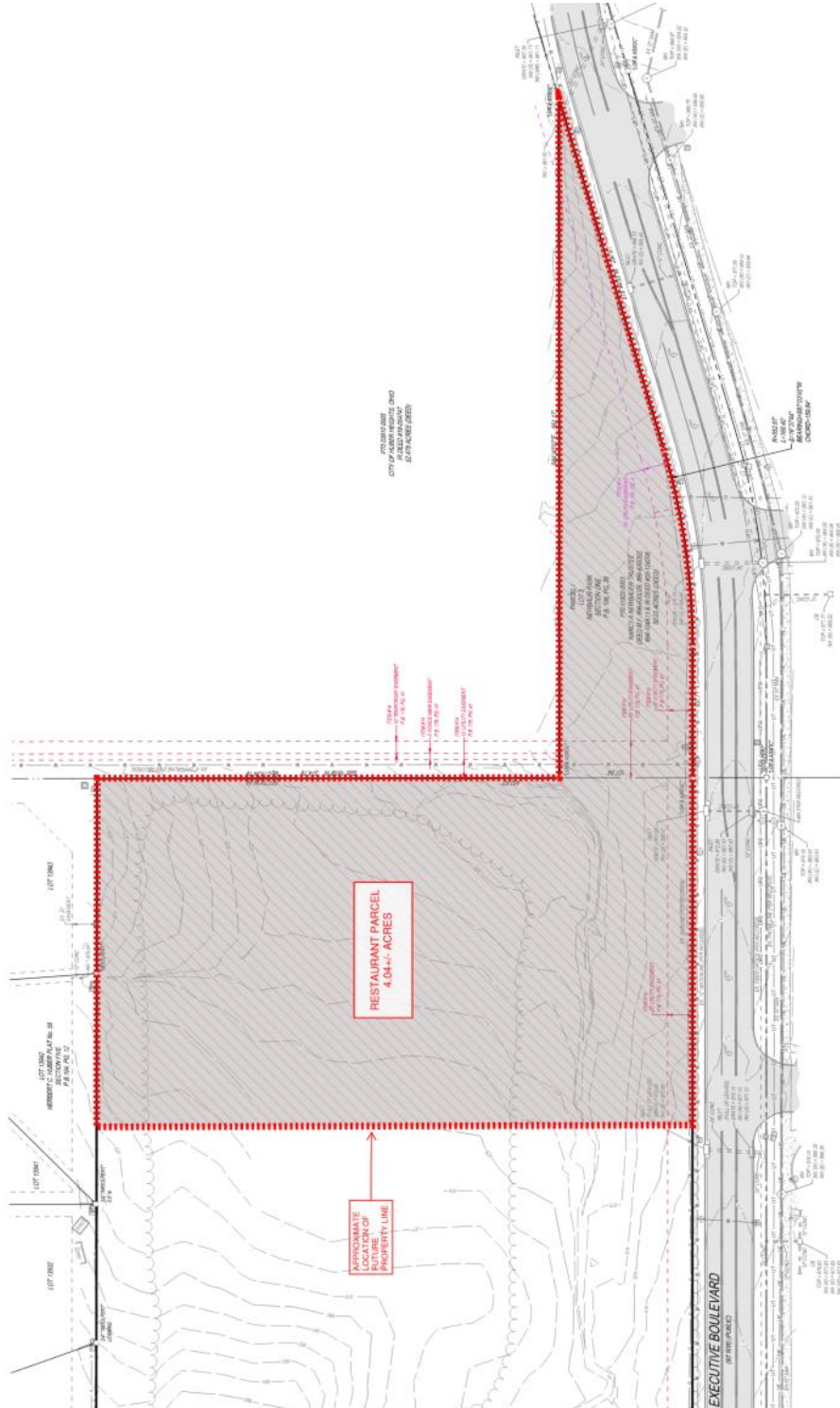


EXHIBIT E
WAIVED, UNPAID ASSESSMENTS DUE TO CITY OF HUBER HEIGHTS
PARCELS P70 01820 0004 AND P70 01820 0003

EXHIBIT F
PROHIBITED USES – RESTAURANT PARCEL

1. Any adult bookstore, strip club, or any other establishment which provides live adult entertainment, or which sells, rents, or exhibits pornographic, illicit or obscene materials.
2. Any gas or fueling station.
3. Any automobile, truck, trailer, or recreational vehicle sales, leasing, display or repair or maintenance facility.
4. Any operation primarily used as a warehouse operation and any assembling, manufacturing, refining, mineral extraction or industrial operation.
5. Any short-term retail booths or outdoor sales.
6. Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
7. Any dumping, disposing, incineration, sorting or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage and recycling collection receptacles or compactors located near the rear of any building.
8. Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to either any accessory or secondary laundry use connected to a primary multifamily use, or storefront retail facilities for on-site service oriented to pickup and delivery by the ultimate consumer.
9. Any residential use, including but not limited to, single family dwellings, townhouses, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms.
10. Any pet, animal or dog boarding operation to the extent it uses exterior kennels, runs and/or pens.
11. Any mortuary or funeral home.
12. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; so-called "internet cafes"; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant of such property, and this prohibition shall not be applicable to an establishment that has a game room or similar as an ancillary use (including, without limitation, the use of pinball machines, electronic games or similar apparatus).

13. Any sexually-oriented massage parlors or similar adult establishments; provided, however, that this restriction shall not prohibit the operation of massage therapy establishments operated by professional state-licensed therapists or medical practitioners.
14. Any business establishments engaged in the primary business of payday lending, check cashing, or providing small-dollar short- term unsecured loans, however, that this restriction shall not prohibit the operation of any Federal Deposit Insurance Corporation (FDIC)-insured bank or financial institution.

AI-9426

**New Business D.
City Manager**

City Council Meeting

Meeting Date: 08/21/2023

CR Dayton - Lease Amendment - 6061 Brandt Pike

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council **Date(s) of Committee Review:** 08/08/2023
Work
Session

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing An Amendment To A Lease For CR Dayton Unit #9 Addressed As 6061 Brandt Pike.
(first reading)

Purpose and Background

As part of the CR Dayton strip mall renovation project, the City intends to demolish the north strip mall building. There is currently one tenant with an active lease in the north building who needs to be relocated to the south strip mall building as part of this project. This lease amendment will allow for this relocation so the bigger renovation project may proceed.

Fiscal Impact

Source of Funds: TED Fund

Cost: TBD

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING AN AMENDMENT TO A LEASE FOR CR DAYTON UNIT #9 ADDRESSED AS 6061 BRANDT PIKE.

WHEREAS, the City of Huber Heights (the “City”) is the owner of the former CR Dayton shopping center property; and

WHEREAS, pursuant to Resolution No. 2021-R-7070 the City entered into a lease for Unit #9 at 6061 Brandt Pike, erroneously denoted as Unit #10 in previous legislation; and

WHEREAS, the City’s commercial real estate agent is recommending an amendment to said lease.

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

Section 1. The City Manager is hereby authorized to execute an amendment to an existing rental agreement on behalf of the City of Huber Heights as landlord with respect to Unit #9 at 6061 Brandt Pike, subject to the review and approval of the Law Director as to form and content.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9421

**New Business E.
City Manager**

City Council Meeting

Meeting Date: 08/21/2023

Fishburg Road Widening Project - Solicit Bids

Submitted By: Hanane Eisentraut

Department: Engineering **Division:** Engineering

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 07/18/2023 and 08/08/2023

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Solicit, Advertise, And Receive Bids From Qualified Firms For The Construction Of The Fishburg Road Improvement Project.
(first reading)

Purpose and Background

This legislation will allow the City Manager to solicit bids for the Fishburg Road Widening Project. The south side of Fishburg Road will be widened from Old Troy Pike to Tomberg Street to make the road three lanes wide to match the rest of Fishburg Road from Old Troy Pike to Brandt Pike. The City has applied through the Ohio Public Works Commission and has received Issue II funding for the construction of this project. 49.9% of the cost will be reimbursed from the grant. The Capital Issue II Fund will be utilized to cover the City's local share of the cost. A revised proposal sheet has been included in the attachments.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Map

Request For Proposal

Proposal

Resolution

Untitled Map

Write a description for your map.



Legend

FISHBURG ROAD

OLD TROY PIKE

TOHBE PK
STREET

Google Earth

© 2022 Google



800 ft



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

937.233.1423
937.233.1272 fax

www.hhoh.org

REQUEST FOR BID PROPOSALS INSTRUCTIONS RFP 23-008-ENG

City of Huber Heights Fishburg Road Widening






The City of Huber Heights, a municipal corporation, is seeking bid proposals for the FISHBURG ROAD WIDENING project that consists of widening the south side of Fishburg from Old Troy Pike to Tomberg Street to make the road three lanes wide. The work includes the installation of new curb and gutter, storm sewer, curb ramps, and drive aprons.

A complete bid package can be obtained from the offices of the City of Huber Heights 6131 Taylorsville Road, Huber Heights, Ohio 45424.

Attached to this RFP are the listed Instructions for Bidders in the first seven (7) pages of this document. All potential bidders must thoroughly review and certify their understanding of the Instructions and this RFP process.



GENERAL INSTRUCTIONS TO BIDDERS


For the purposes of this Document, the terms “Bid” and Proposal” have the same meaning, and the terms “Bidder, Offeror, Contractor, Vendor” are intended to mean the company or firm who is the respondent Bidder for this RFP.


-  The following instructions are to be considered an integral part of this proposal. The person signing the bid/proposal form must initial any changes or corrections made to this proposal.
-  No proposal may be withdrawn or modified in any way after the bid/proposal-opening deadline. ***Quotes must remain valid for ninety (90) days after the quote date.*** Quotes submitted with a less than ninety (90) day validity will be found non-responsive and will not be considered.
-  Bids/Proposals will be received no later than September 1, 2023 at 11:00 A.M at the City of Huber Heights 6131 Taylorsville Rd. Huber Heights, Ohio 45424 at which time they will be opened and publicly read aloud. Bids/proposals received after the above date and time, or in any other location other than the City of Huber Heights City Hall as noted above will not be considered.
-  If descriptive literature is attached to the bid/proposal, bidder's name must appear on all sheets.
-  **Communication:** If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidder's responsibility to seek clarification immediately from the City of Huber Heights **No later than close of business on August 28, 2023** unless otherwise stated in the documents.

All questions shall be submitted in writing or via e-mail to the attention of Hanane Eisentraut at heisentraut@hhoh.org If mailed, the address is as follows: City of Huber Heights ATTN: RFP 23-008-ENG, 6131 Taylorsville Rd., Huber Heights, OH 45424.


Under no circumstances should respondents contact City personnel or officials outside of the opportunity provided herein.


-  **Proprietary Information:** Any information contained in the RFP response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The City cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential only to the extent allowed by Public Records Laws of Ohio.
-  Any variation from the specifications must be clearly stated by the bidder in writing and submitted with his/her proposal.

 The apparent silence of any specifications or any supplement specifications to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.

 Section 171.04 of the Codified Ordinances of Huber Heights provides for a process and description for opening, tabulating and awarding responses to RFP/bids as stated in reference:

(a) In the case of sealed competitive bids, the bids shall be opened and tabulated publicly by the Purchasing Agent. An investigation of the responsibility of the bidders and the responsiveness of the bid shall be made as the Purchasing Agent deems necessary. The Purchasing Agent shall determine the lowest and best bid. The Purchasing Agent may reject all bids if the Purchasing Agent determines that it is in the best interest of the City to do so.

 The City of Huber Heights reserves the right to accept, reject or waive any irregularities in the proposal and/or any and all bids received for the work contemplated herein and to accept or reject any or all proposals and/or bids. The proposal and/or bids will be compared on the basis of the total cost of the project and the award will be made to the lowest and best bidder (or bidders), provided the proposal and/or bid is reasonable and is in the best interest of the City (owner) to accept. In determining the lowest and best bid the City (owner), in its sole discretion, may consider factors, including but not limited to, the bidder's work history, (including work done under other names), experience, conduct and performance on previous contracts, management skills, ability to execute the contract properly, customer satisfaction, work on comparable projects, ability to timely complete the work in accordance with the contract documents, the Bidder's financial condition and facilities, and the Bidder's compliance with federal, state, and local laws, rules, and regulations, (including but not limited to the Prevailing Wage Laws, Occupational Safety and Health Act, and the State of Ohio's Equal Employment Opportunity Commission requirements, as may be applicable).


 The City desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualifying a bid. Each bidder shall state a definite time and avoid using terms such as "ASAP" or "approximately so many days".


 Bidder shall submit a BID GUARANTY in the form of either:


- a. A bond in the amount of TEN PERCENT (10%) of the bid, or
- b. A certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, in the amount of TEN PERCENT (10%) of the bid.


The successful bidder must replace the bid guaranty with a one hundred percent


(100%) Performance bond upon award of the bid.

 Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

 **References:** Contractor must provide references of customers with successful implementations of similar size and scope with work performed within the past five (5) years. Please include name, address, contact and phone number. If sub-contractors or business partners will be used in conjunction with the installation or maintenance of this project, please provide references as stipulated above.
References should be included in bid documents

 **Inspection:** It is understood within this agreement that any problems such as equipment failure, unspecified maintenance, lack of performance and any other conditions outlined in the scope of service not performed by the Contractor will be under immediate review by the City of Huber Heights.

 **License and Permits:** It shall be the responsibility of the successful bidder to obtain all licenses and permits IF NECESSARY to perform this service at no additional cost to the City of Huber Heights. NO CITY PERMITS WILL BE REQUIRED.

 **Timeline:** Provide an estimated, standard timeline for installation, implementation and creative design services. **Timeline should be included in bid documents.**

RFP Checklist:

Please review and check off these 7 most important items to consider when responding to an RFP for the City of Huber Heights:

	Read the <u>entire</u> document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
	Note the procedures for communication with the City during the RFP process. All communication during the RFP process must be by E-Mail or phone. Contractors should not contact City personnel or officials outside of the opportunity provided in the document.
	Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
	Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or the evaluating staff will know what your company capabilities are or what items/services you can provide, even if you have

	previously contracted with the City of Huber Heights. The proposals are evaluated based solely on the information and materials provided in your response.
	Use the forms provided, if any. e.g., bidders submittal page, reference forms, attachment forms, etc.
	Before submitting your response , check the City's website at: www.hhoh.org to see whether any addenda were issued for the RFP.
	Submit your response on time. Note all the dates and times listed and be sure to submit all required items on time. Late proposal responses are never accepted.

Please Note:

All potential contractors are strongly urged to submit supporting documentation as to their qualifications to perform the Scope of Work.

If additional comments or conditions are desired, please attach a separate sheet providing details.

Certification:

The undersigned on the Bid Proposal certifies that the Instructions to Bidder has been carefully examined, is thoroughly familiar with the terms and specifications applicable to and made part of this Request for Proposal, and understands and is capable of meeting the provisions within to the quality, type and grade of work requested. The undersigned further certifies the prices shown in the schedule of items contained within the Proposal/Bid are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

 Signature

 Date

 Print Name

 Title

 Email Address

 Phone

 Company Name

**City of Huber Heights Request for Proposals
RFP 23-008-ENG**

Advertised as: Fishburg Road Widening

Release Date: 08-18-23

Closing Date: 09-01-23

1. General Information

- 1.1. The City of Huber Heights invites qualified contractors to submit proposals for the FISHBURG ROAD WIDENING project 23-008-ENG. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposals." The Contract that will result from this "Request for Proposals" will include what is indicated in Section 4 "Scope of Work" of this RFP.
- 1.2. A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3. During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Offeror, or to allow corrections of errors or omissions.
- 1.4. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between the City of Huber Heights and the Contractor selected.
- 1.5. There is no expressed or implied intent or obligation for the City of Huber Heights to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses in response to this Request for Proposals.
- 1.6. The City of Huber Heights shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

2. Contact Person/Communication

- 2.1. Until the receipt and opening of proposals, the proposers' principal contact with the City of Huber Heights will be as listed below. All questions are to be submitted to:

Hanane Eisentraut
City of Huber Heights
Engineering Division
6131 Taylorsville Rd.
Huber Heights, Ohio 45424
937-237-5811
Email: heisentraut@hhoh.org

- 2.2. All contacts and communication regarding the proposal should be with the above named individual only.

3. Scope of Work

This project consists of widening the south side of Fishburg from Old Troy Pike to Tomberg Street to make the road three lanes wide. The work includes the installation of new curb and gutter, storm sewer, curb ramps, and drive aprons.

4. Evaluation of Proposals and Required Information

- 4.1. Proposals submitted will be evaluated by City Staff. Review and Selection Committee.
- 4.2. The City reserves the right to retain all proposals submitted and use an idea in a proposal regardless of whether or not said proposal is selected.

5. Right to Reject Proposals

- 5.1. Submission of proposals indicates acceptance by the Offering Firm of the Conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent Agreement between the City of Huber Heights and the selected firm.
- 5.2. The City of Huber Heights reserves the right to reject any or all proposals and to award to the proposer the City determines to be most qualified and whose award of the contract will be in the best interests of the City.
- 5.3. Late proposals will not be accepted. Offerors are held responsible that their proposals arrive at the City of Huber Heights on or before the designated date and time.

6. Withdrawal of Proposals

- 6.1. Requests to withdraw proposals received after the date and time set for bid opening will not be considered. Only requests to withdraw proposals prior to that date and time will be considered.

7. Contract Termination

- 7.1. The City of Huber Heights reserves the right to terminate any subsequent Agreement or Contract as a result of this RFP if the Contractor does not perform as required by the Terms and Conditions therein.

*** END OF DOCUMENT ***



FISHBURG ROAD WIDENING

PROPOSAL

The CITY of Huber Heights is requesting that contractors fill out this proposal indicating the cost needed to complete this project by December 31, 2023 (Columns 6 and 7) and/or the cost needed to complete this project by June 30, 2024 (Columns 8 and 9). The City reserves the right to award this project to the lowest bidder or the fastest bidder.

To: The City of Huber Heights

The undersigned, having full knowledge of the site, plans and specifications for the Fishburg Road Widening hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project according to the plans, specifications and completion dates, and to accept the unit prices below for each item as full compensation for the work performed in this proposal.

					Column 6	Column 7	Column 8	Column 9
Ref. No.	Item No.	Description	Qty.	Units	Unit Cost (Project to be completed by December 31, 2023)	Item Cost (Project to be completed by December 31, 2023)	Unit Cost (Project to be completed by June 30, 2024)	Item Cost (Project to be completed by June 30, 2024)
<u>ROADWAY</u>								
1	201	Clearing and Grubbing	1.00	L.S				
2	201	Tree Removed, 18"	2.00	EA				
3	201	Tree Removed, 30"	1.00	EA				
4	202	Pavement Removed	736.00	S.Y				
5	202	Walk Removed	184.00	L.F				
6	202	Curb & Gutter Removed	486.00	L.F				
7	202	Pipe Removed, 24" and Under	483.00	L.F				
8	202	Catch Basin Removed	3.00	EA				
9	202	Fence Removed	118.00	LF				
10	202	Gate Removed	2.00	EA				

11	203	Excavation	955.00	C.Y
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					Unit Cost Project to be completed by December 31, 2023	Item Cost Project to be completed by December 31, 2023		Unit Cost Project to be completed by June 30, 2024	Item Cost Project to be completed by June 30, 2024
12	203	Embankment	45.00	C.Y					
13	204	Subgrade Compaction	2501.00	S.Y					
14	204	Excavation of Subgrade, As Per Plan	100.00	S.Y					
15	607	Fence, Type CLT	111.00	LF					
16	607	Gate, Type CLT	1.00	EA					
17	204	Geotextile Fabric	150.00	S.Y					
18	608	4" Concrete Walk, Including 3" #304, As Per Plan	5812.00	S.F					
19	608	Curb Ramp, As Per Plan	244.00	SF					
20	630	Removal of Ground Mounted Sign and Reerect	1.00	EA.					
21	653	Topsoil Furnished & Placed as Per Plan	147.00	CY					
22	659	Seeding & Mulching	394.00	SY					
23	659	Commercial Fertilizer	0.06	TON					
24	659	Water	1.84	MGAL					
25	690	Special: Mailbox Removed and Reset	4.00	EA.					

EROSION CONTROL

26	832	Storm Water Pollution Control Plan	1.00	L.S
27	832	Erosion Control	1000.00	EA

Proposal - Fishburg Road Widening
Page 3

					<u>Unit Cost Project to be completed by December 31, 2023</u>	<u>Item Cost Project to be completed by December 31, 2023</u>	<u>Unit Cost Project to be completed by June 30, 2024</u>	<u>Item Cost Project to be completed by June 30, 2024</u>
<u>DRAINAGE</u>								
28	611	6" Conduit, Type B, for Drainage Connection	50.00	L.F				
29	611	6" Conduit, Type C, for Drainage Connection	50.00	L.F				
30	611	6" Conduit, Type F, for Drainage Connection	50.00	L.F				
31	611	8" Conduit, Type E, 707.42 (ADS N-12)	8.00	L.F				
32	611	12" Conduit, Type B	643.00	L.F				
33	611	Catch Basin, NO 3A	7.00	EA				
34	611	Catch Basin, NO 2-2B	6.00	EA				
35	611	Catch Basin Adjusted to Grade	1.00	EA				
36	611	Manhole, NO. 3	1.00	EA				
37	611	Manhole, NO. 3, Modified, As Per Plan	2.00	EA				
38	611	Manhole, Adjusted to Grade Grade	1.00	EA				
<u>PAVEMENT</u>								
39	304	Aggregate Base	216.00	C.Y				

40	407	Non-Tracking Tack Coat (0.085 Gal/S.Y)	136.00	GAL				
41	408	Prime Coat (0.40 Gal/S.Y)	678.00	GAL				
42	442(A)	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	186.00	C.Y				
43	442(A)	Asphalt Concrete Intermediate Course, Type 1, (448)	283.00	C.Y				

Proposal - Fishburg Road Widening
Page 4

					<u>Unit Cost Project to be completed by December 31, 2023</u>	<u>Item Cost Project to be completed by December 31, 2023</u>	<u>Unit Cost Project to be completed by June 30, 2024</u>	<u>Item Cost Project to be completed by June 30, 2024</u>
44	452	6" Non-Reinforced Concrete Pavement, Class QC1P1	216.00	SY				
45	452	7" Non-Reinforced Concrete Pavement, Class QC1P1	202.00	SY				
46	609	Huber Heights Combined Curb and Gutter	312.00	L.F.				
	609	Huber Heights Mountable (Roll) Combined Curb and Gutter	2072.00	L.F.				
INCIDENTALS								
47	614	Maintaining Traffic	1.00	LS				
48	623	Construction Layout Stakes and Surveying	1.00	LS				
49	624	Mobilization	1.00	LS				
TOTAL COST:						\$		\$
TIME OF COMPLETION						December 31, 2023		June 30, 2024

COMPANY

SIGNED

ADDRESS

DATE

PHONE #

E-MAIL

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE CONSTRUCTION OF THE FISHBURG ROAD IMPROVEMENT PROJECT.

WHEREAS, the City of Huber Heights has applied to the Ohio Public Works Commission and has received Issue II funding for the construction of the Fishburg Road Improvement Project; and

WHEREAS, engineering plans, specifications and cost estimates have been completed by Brumbaugh Engineering; and

WHEREAS, Council has determined to proceed with this project including the installation of curb and gutter, handicap ramps, storm sewer and pavement.

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

Section 1. The City Manager is hereby authorized to solicit, advertise, and receive responses from qualified firms for the construction of the Fishburg Road Improvement Project at a cost not to exceed \$850,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9422

**New Business F.
City Manager**

City Council Meeting

Meeting Date: 08/21/2023

2024 Sidewalk Program - Resolution Of Necessity

Submitted By: Hanane Eisentraut

Department: Engineering **Division:** Engineering

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 08/08/2023

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

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

Agenda Item Description or Legislation Title

A Resolution Declaring The Necessity Of Repairing Sidewalks, Curbs, Gutters, Driveway Approaches And Appurtenances Thereto On Portions Or All Of Certain Streets In The 2024 Sidewalk Program, Providing That Abutting Owners Repair The Same.
(first reading)

Purpose and Background

The Engineering Division has identified properties requiring work within the 2024 Sidewalk Program area. Additionally, each property has been measured and an estimate of the repair costs has been completed. The first step in the assessment process will be to notify the property owners of the need to repair their sidewalks and/or aprons. Property owners will have until December 31, 2023 if they wish to hire their own contractor or perform the work themselves.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

DECLARING THE NECESSITY OF REPAIRING SIDEWALKS, CURBS, GUTTERS, DRIVEWAY APPROACHES AND APPURTENANCES THERETO ON PORTIONS OR ALL OF CERTAIN STREETS IN THE 2024 SIDEWALK PROGRAM, PROVIDING THAT ABUTTING OWNERS REPAIR THE SAME.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio, two-thirds of the members concurring, that:

Section 1. It is necessary to repair sidewalks, curbs, gutters, driveway approaches, and appurtenances thereto on those streets listed in Exhibit A attached hereto and made a part of this Resolution. All such repairs shall be made in accordance with the plans, specifications and estimates of cost prepared by the Engineer of this City and now on file in the Office of the City Engineer.

Section 2. The owners of the lots and lands bounding and abutting upon the streets, sidewalks, curbs, gutters, and driveway approaches, and appurtenances thereto described in Section 1 of this Resolution shall repair sidewalks, curbs, gutters and driveway approaches and the appurtenances thereto in front of their premises in accordance with the plans and specifications now on file with such repair work to be completed by December 31, 2023. If such repair by any such property owner is not completed within said period, this Council shall have the same done and the entire cost thereof shall be assessed upon the property of each such defaulting owner and made a lien thereon, to be collected in the manner provided by law and with penalty and interest as provided by law. The cost of such repair and improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances. Such costs shall further include the costs incurred in connection with the preparation, levy, and collection of the special assessments, expenses of legal services, including obtaining and approving legal opinion, costs of labor and materials, and interest on any bonds and notes that could be sold at the time to finance the improvements plus administration and collection costs, together with all other necessary expenditures.

Section 3. The Clerk of Council is directed to cause written notice of the adoption of this Resolution to be served as required by law.

Section 4. The plans, specifications and estimates of cost for such repair work, as referred to above in this Resolution and as heretofore filed with the Office of the City Engineer, are hereby approved.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

Passed by Council on the
_____ Yeas _____ Nays.

Effective Date:

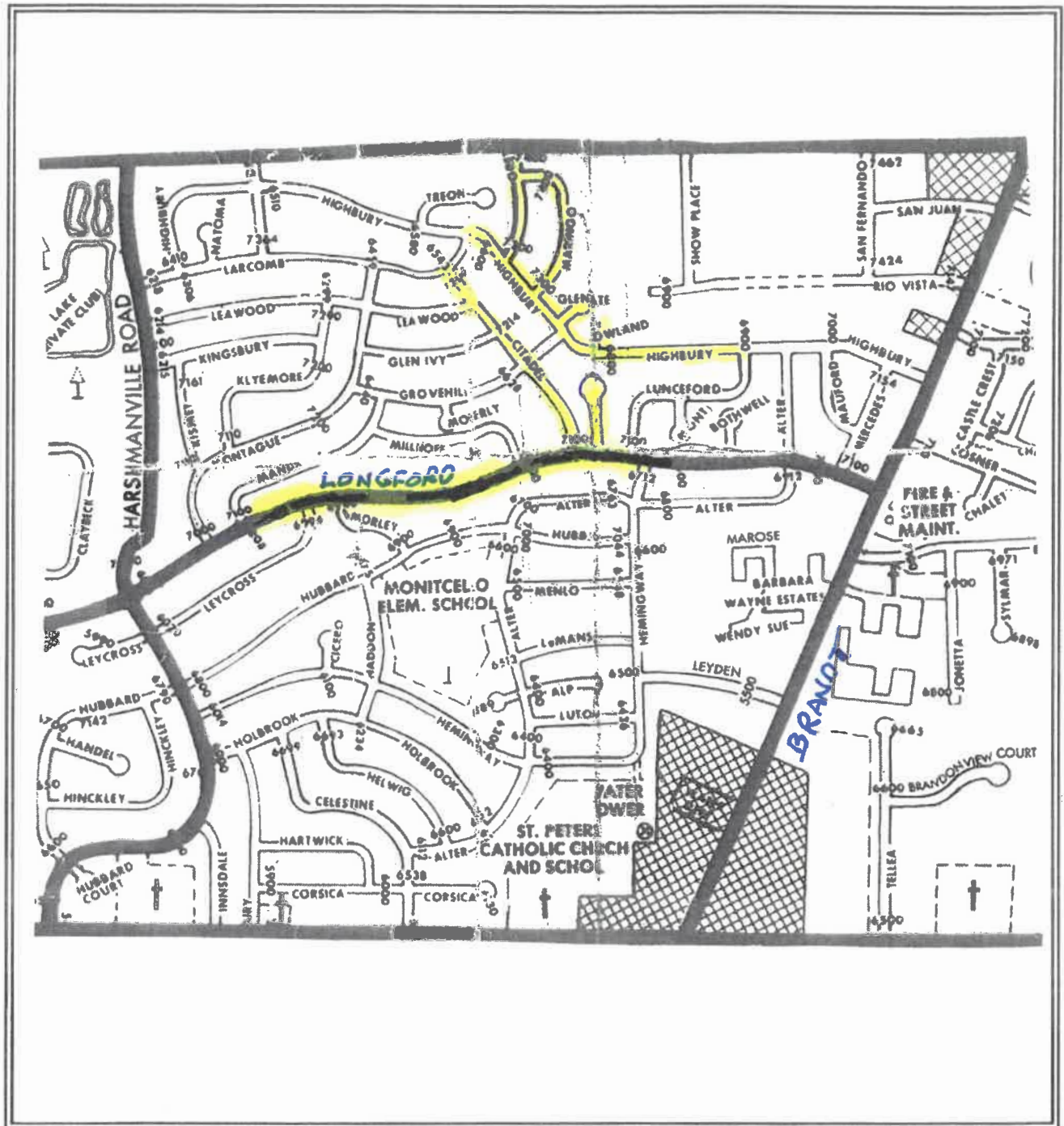
AUTHENTICATION:

<hr/>	<hr/>
Clerk of Council	Mayor
<hr/>	<hr/>
Date	Date

EXHIBIT A
2024 SIDEWALK PROGRAM
STREET LISTING

Greydale Drive from 7300 Greydale Drive to 7409 Greydale Drive
Maringo Drive from 7301 Maringo Drive to 7416 Maringo Drive
Howland Place: 7201 Howland Place
Glengate Court from 7300 Glengate Court to 7315 Glengate Court
Encanto Place from 7100 Encanto Place to 7138 Encanto Place
Longford Road from 6212 Longford Road to 6712 Longford Road
Citadel Drive from 7100 Citadel Drive to 7308 Citadel Drive
Highbury Drive from 6600 Highbury Drive to 6868 Highbury Drive

EXHIBIT A



Project Location Map
2024 SIDEWALK PROGRAM
Huber Heights, Ohio

AI-9423

**New Business G.
City Manager**

City Council Meeting

Meeting Date: 08/21/2023

East Sanitary Sewer Extension Project Design - Contract Modification

Submitted By: Hanane Eisentraut

Department: Engineering **Division:** Engineering

Council Committee Review?: Council **Date(s) of Committee Review:** 08/08/2023
Work
Session

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

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

Agenda Item Description or Legislation Title

A Resolution Amending Resolution No. 2021-R-7055 To Increase The Not To Exceed Amount For The Design Of The East Sanitary Sewer Extension Project.
(first reading)

Purpose and Background

This legislation will allow the modification of the contract with Lockwood Jones and Beals (LJB) to increase the not to exceed amount by \$25,000 to a new total of \$425,000 for the design of the East Sanitary Sewer Extension Project. The increase is necessary to cover the cost for additional Shop Drawing Reviews by LJB and a subconsultant (Heapy Engineering). The Shop Drawing Review is for checking the equipment specifications for the two sanitary pump stations on the project to make sure that the design standards have been met. In the original LJB proposal, there was a fixed amount to cover Shop Drawing Reviews and the City has gone over that amount by approximately \$10,000. City Staff are asking for an additional \$15,000 (for a total of \$25,000) to cover any unforeseen technical reviews or other engineering issues that may arise during the construction of the pump stations. The Sanitary Sewer Fund will be utilized for this modification.

Fiscal Impact

Source of Funds: Sewer Capital Fund

Cost: \$25,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AMENDING RESOLUTION NO. 2021-R-7055 TO INCREASE THE NOT TO EXCEED AMOUNT FOR THE DESIGN OF THE EAST SANITARY SEWER EXTENSION PROJECT.

WHEREAS, the City Council had previously authorized the City Manager to enter into a contract with Lockwood Jones and Beals (LJB) to design the East Sanitary Sewer Extension project at a cost not to exceed \$400,000.00; and

WHEREAS, a certain individual contract has exceeded the appropriation making it necessary to make adjustment to this contract; and

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

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

Section 1. Section 2 of Resolution No. 2021-R-7055 is hereby amended to increase the not to exceed cost of the contract with Lockwood Jones and Beals (LJB) for the design of the East Sanitary Sewer Extension Project by \$25,000.00 to a new total of \$425,000.00.

Section 2. Authorization is hereby given to compensate Lockwood Jones and Beals (LJB) for additional work already completed.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9424

**New Business H.
City Manager**

City Council Meeting

Meeting Date: 08/21/2023

Powell Road Realignment Project Design - Award Contract

Submitted By: Hanane Eisentraut

Department: Engineering **Division:** Engineering

Council Committee Review?: Council **Date(s) of Committee Review:** 08/08/2023
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 Contract For The Design Of The Powell Road S Curve Realignment Project And Waiving The Competitive Bidding Requirements.
(first reading)

Purpose and Background

Three quotes were received for the design of the Powell Road S Curve Realignment Project. The three quotes were received from Choice One Engineering at a cost of \$43,100, from Brumbaugh Engineering and Surveying at a cost of \$49,450, and from DLZ at a cost of \$75,946. This project consists of realigning approximately 675 lineal feet of Powell Road, ditch relocation, and driveway culvert replacements.

This legislation will authorize the City Manager to enter into a contract with Choice One Engineering to design the Powell Road S Curve Realignment Project at a cost not to exceed \$50,000. The Capital Fund will be utilized for this project.

Fiscal Impact

Source of Funds: Capital Fund

Cost: \$50,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE DESIGN OF THE POWELL ROAD S CURVE REALIGNMENT PROJECT AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, Council has determined to proceed with this project to realign Powell Road; and

WHEREAS, the cost of the project will be in excess of \$25,000; and

WHEREAS, the City Council may waive the competitive bidding procedures whenever it deems to be in the best interest of the City to do so as defined in Section 171.12 of the Huber Heights Codified Ordinances.

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 with Choice One Engineering for the design of the Powell Road S Curve Realignment Project at a cost not to exceed \$50,000.00.

Section 2. Consistent with the provisions of the City of 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9418

New Business I.

City Council Meeting

City Manager

Meeting Date: 08/21/2023

Thomas Cloud Park - Shelter #1 - Roof Repair/Replacement - Award Contract

Submitted By: Linda Garrett

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

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Award A Bid For Services Related To The Replacement And Repair Of City Property Located At Thomas Cloud Park At Shelter #1 Located At 4707 Brandt Pike For The City Of Huber Heights Parks And Recreation Division.
(first reading)

Purpose and Background

The Public Works Division requests authorization to award the bid to Maxim Roofing for roof replacement/repair of Shelter #1 at Thomas Cloud Park.

Fiscal Impact

Source of Funds: Parks and Recreation Fund

Cost: \$39,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Quotes

Resolution

To: City of Huber Heights

Date: February 20, 2023

Re: Cloud Park Shelter Roofing

Subject to acceptance by March 15th 2023, and to all conditions stipulated in the enclosed "Conditions of Proposal." We are pleased to provide you with this proposal:

Cloud Park

SCOPE OF WORK:

1. Remove the existing roof system and install new eave and rake fascia metal.
2. Install full ice and water shield over the entire roof surface.
3. Furnish and install new R-mer Loc 24 Gauge 18" wide standing seam roof system.
4. Price includes up to 100 sqft of bad wood decking additional will be billed at the quoted rate.

UNIT COST FOR BAD WOOD BILLED IN ADDITION TO THE QUOTED PRICE \$6.00/SQFT

TOTAL PRICE LABOR AND MATERIALS

SHELTER #1 VETERANS MEMORIAL \$35,350.00

Notes:

1. Taxes are excluded.
2. PREVAILING WAGES ARE EXCLUDED
3. Price is contingent upon normal working hours of Monday – Friday 8:00 a.m. to 5:00 p.m.
4. Any work above this scope will be performed at a rate of \$85.00 per man hour, plus any materials.

TERMS: Negotiable

Please do not hesitate to call if you have any questions. Thank you for the opportunity to provide you with a proposal for your roofing needs.

Jeff Sandlin
(937) 430-5547
jeff.sandlin@maximroofing.com

Acceptance of Proposal

The above price, specifications, attached terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment in full will be made upon completion.

Date of Acceptance _____

Signature _____

Signature _____



A.H. Sturgill Roofing, Inc.
4358 Springfield Street
Dayton, Ohio 45431

Phone: (937) 254-2955
Fax: (937) 254-2956
www.sturgillroofing.com

Proposal

To: City of Huber Heights

March 6, 2023

RE: Cloud Park Shelter #1 Veterans Memorial

Upon your Approval we will proceed as follows.

Scope of Work:

1. To tear off and dispose of the existing roofing down to the deck.
2. To provide and install ice & water shield over the entire roof deck.
3. To provide and install new fascia metal wrap.
4. To provide and install R-Mer Loc 24 ga 18" wide standing seam roof panels.
5. To provide and install all metal flashings.
6. 100 sqft of deteriorated wood deck replacement is included in this proposal. Additional deck will be replaced at a cost of \$7.50 per sq ft.

Labor and Material..... \$44,750.00

Payment is due within 45 days of invoice. Billed upon completion. Proposal must be signed and returned. On any project AH Sturgill reserves the right to require a contract with detailed terms and conditions and progress payment terms. Signing this proposal is agreement to the above terms. Proposal is valid for 30 days.

Thank you for allowing us this opportunity!

Justin Sturgill

AH Sturgill Roofing, Inc.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICE, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL WILL BE MADE UPON COMPLETION.

SIGNATURE _____ DATE OF ACCEPTANCE _____

March 2, 2023

City of Huber Heights
6131 Taylorsville Road
Huber Heights, OH 45424

RE: Cloud Park Picnic Shelter #1
4707 Brandt Pike Huber Heights, OH 45424

Approximately 1,200 SF

In accordance with your request, we are pleased to provide this proposal. Roofing work shall be performed according to the following scope of work.

Includes:

1. Set up project in a neat and orderly manner. Project to be kept neat and clean.
2. Remove the existing shingle roof down to the wood deck and properly dispose of.
3. Remove 100 LF of bad wood decking and install new wood decking.
4. Install new 30 lb. roofing felt in shingle fashion to the entire roof surface.
5. Install Garland R-Mer Loc 24 gauge 18" metal roof panel, based on manufactures standard colors.
6. Install new drip edge, gable flashing, and fascia wrap over the existing fascia board.
7. Leave project neat, clean, and free of debris.
8. Furnish Tecta America 2-Year Warranty on Workmanship.

Qualifications:

1. Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility (**insulation, membrane, metal, and wood products specifically**), including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.
2. This bid is subject to final adjustment for metal pricing at time of acceptance given current market volatility.
3. Proposal is based on using an AIA standard subcontract or reasonably equivalent form if our proposal / contract form is not acceptable.
4. This proposal is based on negotiable subcontract language; indemnification to the extent caused, preservation of lien rights and acceptable payment terms.
5. If Tecta is delayed in the commencement or prosecution of the work for reasons beyond the Tecta's control, Tecta shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond Tecta's control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.
6. Not based on any prevailing wages.
7. All existing roofing material and trim is assumed to be free from ACM or Lead-based paint. If detected, proper removal will be subject to additional charges.
8. No allowance has been made for snowguards on metal roof areas unless specifically itemized above. Add \$14.00 each for plastic type snowguards installed in adhesive. Call for alternate pricing if other type is desired.

Continue Page 2

PRICE INCLUDES LABOR and MATERIAL.....\$39,108.00

ALTERNATE:

Provide Garland 25 Year Warranty..... ADD \$1,650.00

UNIT COST

Replace bad wood decking..... 8.95 per LF

Replace bad wood fascia..... 7.95 per LF.

Please feel free to call with any questions about the proposal or for more information on other roofing products. I can be reached on my cell phone at 937/380-5209 or at the office 937/938-9022 (direct.)

Respectfully submitted,
Tecta America Zero Company LLC

Bob Willis

Bob Willis
Estimator

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR SERVICES RELATED TO THE REPLACEMENT AND REPAIR OF CITY PROPERTY LOCATED AT THOMAS CLOUD PARK AT SHELTER #1 LOCATED AT 4707 BRANDT PIKE FOR THE CITY OF HUBER HEIGHTS PARKS AND RECREATION DIVISION.

WHEREAS, the City of Huber Heights recognizes its obligation and need to safely maintain City properties and for efficient operations; and

WHEREAS, a competitive bidding process was utilized to obtain a reputable firm to provide the services related to the repair and replacement of the roof; and

WHEREAS, pricing for the roof repair and replacement meets the specifications of the Parks and Recreation Division and is available through the general contractor company, Maxim Roofing Company, 500 West Dayton Drive, Fairborn, Ohio, 45324; and

WHEREAS, the funds for the purchase are available within the Capital Fund for 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 purchase contractual services related to the roof repair and replacement of City property located at Thomas Cloud Park at Shelter #1 for the Parks and Recreation Division from Maxim Roofing Company for Fiscal Year 2023 in an amount not to exceed \$39,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9419

New Business J.

City Council Meeting

City Manager

Meeting Date: 08/21/2023

Pickleball Courts - Contract Amendment

Submitted By: Bryan Chodkowski

Department: Public Works

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

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

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

Agenda Item Description or Legislation Title

A Resolution Amending The Contract Between The City Of Huber Heights And Total Tennis, Inc. For Services Related To Providing For The Repair And Refurbishment Of The City's Pickleball Courts. (first reading)

Purpose and Background

The City adopted Resolution No. 2023-R-7294 on June 26, 2023 which authorized the City Manager to enter into a contract with Total Tennis, Inc. for the repair and refurbishment of the City's pickleball courts. The total cost for this contract is an amount not to exceed \$191,000 and provides for a total playing surface of 34' X 58' for courts that measure 20' X 44'. Upon further consideration, the City desires to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book which recommends a total playing surface of 30' X 60'.

An amendment to the City's current contract with Total Tennis, Inc. is necessary to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book standards. This legislation would authorize the City Manager to amend the scope of work now under contract with Total Tennis, Inc to ensure repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book recommended total playing surface of 30' X 60' for a cost not to exceed \$240,600.

Fiscal Impact

Source of Funds: Parks And Recreation Fund

Cost: \$240,600

Recurring Cost? (Yes/No): No

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

Financial Implications:

\$191,000 has already been appropriated to this project. The amendment, if approved, would add \$49,600, for a total appropriation of \$240,600. This appropriation includes a 15% contingency.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AMENDING THE CONTRACT BETWEEN THE CITY OF HUBER HEIGHTS AND TOTAL TENNIS, INC. FOR SERVICES RELATED TO PROVIDING FOR THE REPAIR AND REFURBISHMENT OF THE CITY’S PICKLEBALL COURTS.

WHEREAS, the City of Huber Heights (the “City”) adopted Resolution No. 2023-R-7294 on June 26, 2023 authorizing the City Manager to enter into a contract with Total Tennis, Inc. for the repair and refurbishment of the City’s pickleball courts in an amount not to exceed \$191,000.00; and

WHEREAS, upon further consideration, the City desires to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book recommended standards for a total playing surface of 30’ X 60’; and

WHEREAS, an amendment to the City’s current contract with Total Tennis, Inc. is necessary to accomplish Council’s desire to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book standards.

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 amend the scope of work now under contract with Total Tennis, Inc to ensure the repairs and refurbishment of the City’s pickleball courts meet the USA Pickleball Rule Book recommended standards for a total playing surface of 30’ X 60’ for a cost not to exceed \$240,600.00.

Section 2. Monies necessary to fund this contract shall be drawn from the Parks and Recreation Fund line-item 218.216.5730, Capital Improvements.

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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date