



**CITY OF HUBER HEIGHTS
STATE OF OHIO**

City Council Work Session

**May 7, 2024
6:00 P.M.**

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

- 1. Call Meeting To Order/Roll Call**
- 2. Approval Of Minutes**
 - A. April 16, 2024
- 3. Work Session Topics Of Discussion**
 - A. City Manager Report
 - B. Planning Commission Update
 - C. Arts And Beautification Commission Update
 - D. Brandt Pike/Thomas Cloud Park - Sidewalk Project
 - E. Public Facility Use Policy
 - F. CDBG Application - Community Park Revitalization Project - Phase I

G. EMS Billing Services - Award Contract

H. Citywide Desktop Printer Lease

I. Board And Commission Appointments

- * Arts And Beautification Commission - Reappointments

- * Arts and Beautification Commission - Appointment

J. Supplemental Appropriations

K. Increase Not To Exceed Amount -

- * Crowe, LLP - Finance Department

L. * Cincinnati Circus - Parks And Recreation Department

M. * Secure Cyber Defense - IT Department

N. * SHI International - IT Department

O. * Energy Solutions Group - Public Works Division

P. Case TA 23-26 - City Of Huber Heights - Text Amendment - Self-Storage Facilities

Q. Case BDP 24-07 - City Of Huber Heights - Basic Development Plan - City Governance Center

R. Waverly Place - Development Agreement

4. **Adjournment**

AI-10044

Topics of Discussion **B.**

Council Work Session

Meeting Date: 05/07/2024

Planning Commission Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/07/2024

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

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

Agenda Item Description or Legislation Title

Planning Commission Update

Purpose and Background

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

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-10045

Topics of Discussion C.

Council Work Session

Meeting Date: 05/07/2024

Arts And Beautification Commission Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/07/2024

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

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

Agenda Item Description or Legislation Title

Arts And Beautification Commission Update

Purpose and Background

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

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-10040

Topics of Discussion D.

Council Work Session

Meeting Date: 05/07/2024

Brandt Pike/Thomas Cloud Park - Sidewalk Project

Submitted By: Stephanie Wunderlich

Department: Assistant City Manager

Council Committee Review?: Council Work Session

Division:

Engineering

Date(s) of Committee Review: 08/08/2023 AND 9/05/2023 AND
09/23/23 AND 10/03/23 AND
10/17/2023 AND 05/07/24

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Brandt Pike/Thomas Cloud Park - Sidewalk Project

Purpose and Background

This agenda item is for continued discussion concerning the installation of a sidewalk/walking path along the front of Thomas Cloud Park along Brandt Pike.

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

Map

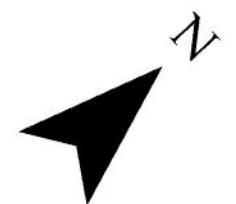


Legend

- Proposed 5' Walk
- Existing Pipelines
- ROW
- City Boundary

PROPOSED CURB, 3' TREE LAWN,
5' CONCRETE WALK

EXISTING PIPELINE EASEMENTS



Scale: 1 inch = 80 feet
Date Printed: 4/29/2024

TOM CLOUD PARK PROPOSED WALK



AI-10046

Topics of Discussion E.

Council Work Session

Meeting Date: 05/07/2024

Public Facility Use Policy

Submitted By: Sarah McPherson

Department: Assistant City Manager

Council Committee Review?: Council Work Session

Division: Parks/Recreation

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Public Facility Use Policy

Purpose and Background

This legislation is to adopt a Public Facility Use Policy to replace the current Parks and Facility Use Procedures and to provide guidance on the external use of public parks, facilities, and spaces managed by the City of Huber Heights. The policy and accompanying fee schedule assigns event management to the Parks and Recreation Department to ensure equitable and responsible approval and implementation in conjunction with the City Manager and other City departments/divisions.

Fiscal Impact

Source of Funds: Parks And Recreation Budget

Cost: N/A

Recurring Cost? (Yes/No): No

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

Financial Implications:

The costs to implement the policy and associated fees are expected to be minimal to none. Should a change in software or supply support be needed, those funds will be allocated and derived from the annual operating budget of the Parks and Recreation Department.

Attachments

Resolution

Exhibit A

Exhibit B

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE PARKS MANAGER TO ADMINISTER THE PUBLIC FACILITY
USE POLICY AND ASSOCIATED FEE SCHEDULE.

WHEREAS, the public desires to formally utilize publicly owned and maintained parks, facilities, and spaces for activities such as rentals, athletic activities and special events; and

WHEREAS, the City desires to provide for the formal use of facilities through an organized and equitable means; and

WHEREAS, the City desires to administer fees associated with certain uses in order to recoup some of the operational costs of administering a public use policy.

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

Section 1. The Parks Manager or their designee is hereby authorized, pursuant to Section 138.02 of the Huber Heights Codified Ordinances, to administer the Public Facility Use Policy attached hereto as Exhibit A. All previous public facility use policies in conflict hereto are repealed.

Section 2. The Parks Manager is hereby authorized, pursuant to Section 138.02 of the Huber Heights Codified Ordinances, to maintain and administer the Annual Fee Schedule attached hereto as Exhibit B.

Section 3. The Parks Manager in consultation with the City Manager and Law Director shall be afforded managerial discretion in the application of these policies when a deviation is suitable for the public good.

Section 4. The Parks Manager shall evaluate fees and available facilities and services annually. The Parks Manager shall seek the reapproval of the City Manager when increases exceed 20% of the previously approved rates.

Section 5. The Parks Manager shall present the Public Facility Use Policy to the City Council for reapproval when substantial changes are needed at the direction of the City Manager.

Section 6. The policies of this Resolution shall replace the Parks and Facility Use Procedures established in Section 943.01 of the Huber Heights Codified Ordinances and in Resolution No. 2018-R-6606.

Section 7. 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 8. 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 _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A



City of Huber Heights Parks & Recreation

PUBLIC FACILITY USE POLICY

PURPOSE

The City of Huber Heights owns, leases and operates various public lands, spaces and facilities. The City of Huber Heights encourages the use of public spaces to enhance the quality of life for Huber Heights residents and provide diverse leisure experiences within the community. This policy outlines different types of public use and associated rules and considerations.

AUTHORITY

Per City Code 943.01 and Resolution xxx

DEFINITIONS

Public Facility Use is defined within this policy as the organized use of a park, facility, or space owned and managed by the City of Huber Heights. Typical Public Facility Use requests can be categorized into three types: *Private Rental* requests, *Special Event* requests, and *Athletic Facility Use* Requests.

Private Rentals:

Private rentals are defined as reservations for use by a private group. The event is by invite only and not open to the public. No fees are being collected nor are funds generated from the use; no Special Event elements included.

Special Events:

A Special Event generally affects the typical ongoing of a public space and features multi-faceted event elements as listed below. A Special Event Permit is required if your event includes **any** of the following criteria:

- Any public gathering (defined as more than 75 in attendance) on a public street or public property within the City limits.
- The anticipated number of participants/attendees will limit or impede public access (even if less than 75).
- Bounce house, large Inflatables, other amusements, or temporary structures.
- Amplified sound beyond a personal/Bluetooth speaker.
- Fireworks, pyrotechnics, or other flame effects under ORC 3743.54.
- Alcohol sales under ORC 4303.
- Vendors, sale of goods or food and beverages.
- Closure of a public street.
- Exclusive or designated use of waterway, trail, or other recreation amenity.
- Market/Showcase/Performance within a public park, on public property or in a public street.
- Events with public marketing, promotion, social media postings or other communications.
- Events that are organized as an expression of First Amendment rights.

Typical special event types:

- Races, Runs & Rides (gathering, starting, finishing, crossing, or using public property)
- Concerts, Performances & Productions (on public property)
- Festivals or Carnivals
- Markets or Sales
- Fireworks Events
- Parades

Athletic Facilities:

Athletic Facilities are available for both league use and one-off reservations.

Athletic Leagues consist of organized community groups seeking long term use of public athletic facilities to host league or tournament play. These groups may enter into a formal agreement for the use and maintenance of the facility.

Facilities not managed by an external user group are available for one-time use. Fees for individual use vary depending on the level of prep work needed and the duration of the reservation. Fees for each facility type are included on the Annual Fee Schedule.

POLICY

General Public Facility Use Policy

Prioritization:

Requests are generally processed on a first-come, first-serve basis. When conflicting requests exist, the City of Huber Heights shall prioritize facility use to the following organizations in order; except when superseded by individual use agreements sanctioned by City Council or official Council designee.

- A. City offerings, including those of internal City departments and officially commissioned boards, commissions, and councils of the City of Huber Heights. Offerings from this prioritization category may book reservations as far in advance as is required to best serve the interest of the Huber Heights organization and community.
- B. School Offerings as organized by the City of Huber Heights School District and Bethel School District, but not including functions of individual Parent Teacher Associations. Users from this prioritization category may book reservations as far in advance as is required to best serve the interest of the Huber Heights organization and community for any given year beginning January 1st of that year.
- C. Non-Profit Organizations and other government organizations located within Huber Heights city limits and serving citizens of Huber Heights. Users from this prioritization category may book reservations for any given year beginning January 1st of that year. Proof of active 501(c)(3) or 501(c)(4) status must be submitted at the time of application for groups claiming non-profit status and maintained through the duration of the event/reservation.
- D. Private Huber Heights residents. Users from this prioritization category may book reservations for any given year beginning January 1st of that year. Resident is defined as an individual whose primary residence is within the City of Huber Heights.
- E. Non-profit organizations located within the City of Huber Heights though not directly serving

citizens of Huber Heights and for-profit organizations located within Huber Heights city limits. Users from this prioritization category may book reservations for any given year beginning January 1st of that year. While local businesses are welcome to utilize city facilities, activities may not directly generate business revenues.

F. All other users not clearly defined within groups A-E may book at manager discretion.

Insurance Requirements:

All Public Facility Use is evaluated for elevated risk requiring the user to furnish liability insurance that additionally insures the City of Huber Heights with minimum coverage of \$1,000,000 per occurrence; \$2,000,000 aggregate. Insurance is required for all use deemed a “Special Event” or “Athletic Facility Use”. Managerial discretion may be used to require insurance of Private Rentals based on the activities involved.

Prohibited Activities:

Activities involving high risk as assessed by managerial discretion are generally prohibited during Private Rentals and may be prohibited or require additional planning for events. Examples may include but are not limited to petting zoos, some temporary amusements, temporary play or shelter structures, pyrotechnics, stunt performances, and aerial gymnastics.

Fee, Cancellation & Refund Policy:

Rental and one-time Athletic Facility fees are generally collected with the initial application, however if subsequent fees become appropriate, those will be billed as incurred. Event and Athletic League fees are calculated according to the Annual Fee Schedule and individual use components.

Application fees are required for groups C-E and are non-refundable independent of approval status. Once approved, all subsequent fees are due as identified in the Annual Fee Schedule. Generally, refunds are not granted.

Denial of Application:

The City strives to accommodate reasonable use requests made in a timely manner. However, applications may be denied based on managerial discretion, especially when a duplication of offerings exists between the intended use and City supported events, programs, and offerings. Other factors evaluated include the historical record of the event, and the requesters proven ability to successfully execute the proposed event. Managerial evaluation will prioritize the health and safety of the community and event goers.

Requests that pose a significant burden to City resources or an undue detriment to community will be denied.

In addition, applications may be denied for delinquent user groups or intended use that violates general park rules or includes prohibited activities. Delinquent user groups are those that owe fees for past City services or have previously violated rules or codes of conduct for park users.

The City reserves the right to conduct a background check on any individual, sole proprietor, or organization representative named as a responsible party for an event, or league which involves interaction or services to senior citizens, individuals with disabilities, children, or any other vulnerable population. Applications may be denied based on the results of that background check.

Alcohol Sale and Consumption

Groups that desire to consume (no sales) alcohol during a private (invited guests only) function in an indoor facility or City Park Shelter must request to do so when purchasing the reservation online. Permit holders are responsible for following all applicable laws. A private group does not require permission from the State of Ohio Department of Commerce-Liquor Control but does require permission from the City of Huber Heights.

Groups seeking to sell alcohol may initiate the request through the initial Public Use Application. Groups should wait to seek licensure through the State of Ohio Department of Commerce-Liquor Control until after they have received City approval. These requests are only available to user groups A-C and are subject to City Manager approval.

Special Event Policy

All Special Events go through two approvals before the final permit is granted. This includes the initial application approval and the final permit approval based on all plans and approval of all other governing bodies/departments.

The electronic application uses conditional logic to notify other City departments that may need to be involved in final approval. Staff will also utilize professional judgement in collaborating with other departments to provide timely, quality service.

Parks and Recreation staff will follow up with the applicant after the initial application submission for discussion and to assist with gathering the necessary plans for a safe and professional event implementation.

Examples of event plans that may be required are:

- Communication, Information and Marketing Plans
- Emergency Action Plans
- Insurance and Hold Harmless Information
- Site Plan & Event Plan
- Logistics and Implementation Plans
- First Amendment Consideration Plans
- Traffic Control Plan
- Waste Management Plan

Users requiring City assistance with the event elements included in these plans will incur subsequent fees as dictated by the Annual Fee Schedule.

Event organizers should generally plan to apply three to six months in advance, depending on the complexity of the event, to navigate the event process with Parks and Recreation staff.

After initial application approval, staff will work diligently to assist applicants in gaining final approval. However, users ultimately unable to furnish satisfactory plans, insurance, and other permit requirements will be denied final permit approval.

Event organizer(s) must collect and sign the final permit in person.

First Amendment Considerations:

The City of Huber Heights is committed to responsibly managing First Amendment activity on public property. Individuals and groups participating in First Amendment activity have the right to organize and participate in peaceful assemblies to express their political, social, or religious views in a peaceful manner which can include collecting signatures, demonstrations, or other similar gatherings in public areas.

Request for Public Facility Use to facilitate First Amendment activity will be initiated through Parks and Recreation and approved and managed by the City Manager or their designee based on the logistics and factors of the event such as location, anticipated crowd size, and level of city resources required to manage the overall scope of the request.

Staff will also coordinate with users offering large scale events and festivals that may attract First Amendment activity. Staff will assist these organizers in completing supplemental plans which include these considerations.

Process Oversight:

The Parks and Recreation Department plays the lead role in permitting Special Events within the community. The City of Huber Heights recognizes there are other governmental and non-governmental agencies whose interests should be considered during the event planning and permitting process. Approval from other entities may be required to complete the City of Huber Heights Special Event Permit approval process.

The City of Huber Heights has jurisdiction over public parks, roadways, and property. Events utilizing the Great Miami River, or the Great Miami River Recreational Trail require additional approval/permits from the Miami Conservancy District and/or the Five Rivers Metroparks. It is the responsibility of the event organizer to ensure that all applicable rules are followed, and authorizations are received for spaces outside of the City's jurisdiction.

All Special Events go through two approvals before the final permit is granted. This includes the initial application approval and the final permit approval based on all plans and approval of all other governing bodies/departments. No event is final until the User has a signed Special Event Permit in hand.

Special Event Fees:

All Special Event related fees must be paid within thirty days of the final invoice. Some fees may be required despite cancellations. The terms and conditions of all fees and any deposits needed will be noted on the estimate provided at the applicant's signing of the final Special Event Permit. A final invoice will be sent to the Event organizer the week following the Event's conclusion.

Athletic Facility Policy

Various youth and adult user groups utilize athletic facilities located in parks owned and managed by the City of Huber Heights. These facilities include baseball fields, soccer/football combined usage fields, outdoor basketball, tennis and volleyball courts.

One-time or periodic use is available through coordination with the Parks and Recreation Department. If an organization seeks to utilize an athletic facility for the duration of a typical season, the organization will be required to enter into an individual Use Agreement outlines the terms and conditions of the use. Individual Use Agreements are arranged by the Parks and Recreation Department and approved by the City Manager.

PUBLIC PROCEDURE

All requests for Public Facility Use begin with the interested user visiting the City website. Requesters may complete a transaction to initiate a private rental, or they may apply to initiate the Special Event process or Athletic Facility Use process.

People unable to complete a transaction or submit an electronic application on their own may visit the Parks and Recreation Department for assistance completing the form. Users needing assistance after submitting their form should contact the Parks and Recreation Department.

General Facility Types and Approved Users

Parks	Available Use	Fee(s) Required	Alcohol Permit Available
Applications & Staff Support	Groups A -F	Yes	N/A
Indoor Facilities	Groups A - F	Yes	Yes
Thoroughfares, Sidewalks, Greenspaces and All Other Undefined Areas	Groups A – C for necessary event support elements.	None	No
Government Offices & Office Parking Lots	Group A	None	No
Athletic Fields	Groups A - F	Yes	No
Parks/Parkland	Groups A - C	Yes	Yes
Park Shelters	A-E	Yes	Yes

Approved Date:

Ordinance:

EXHIBIT B



City of Huber Heights Parks & Recreation

ANNUAL FEE SCHEDULE

PURPOSE

The Annual Fee Schedule is produced by the Parks and Recreation Department each year to list the typical fees related to the public use of parks and facilities provided by the Public Facility Use Policy for the City of Huber Heights. This policy exists to guide the organized and equitable use of public resources.

AUTHORITY

Per City Code 943.01(b) and Resolution xxx

POLICY

Each year fees may remain the same or increase by no more than 5% from the previous year under the authority of the Parks and Recreation Department Head. The City Manager will review and approve when increases amass greater than 20% of the originally legislated rate and determine when the schedule should return for City Council review.

Goods and services of the Parks and Recreation Department not listed in this fee schedule are created at the discretion of the Department Head in line with all internal policy regarding cost recovery goals. Examples of these types of goods and services typically include but are not limited to recreation programming, one time program, event or sport season sponsorships, consumables, deposits, and reimbursements.

User Prioritization:

The following user prioritization guidelines are established in the Public Facility Use Policy (xxx-r-xxx).

Requests are generally processed on a first-come, first-serve basis. When conflicting requests exist, the City of Huber Heights shall prioritize facility use to the following organizations in order; except when superseded by individual use agreements sanctioned by City Council or official Council designee.

- A. City offerings including those of internal City departments and officially commissioned boards, commissions, and councils of the City of Huber Heights. Offerings from this prioritization category may book reservations as far in advance as is required to best serve the interest of the Huber Heights organization and community. No fees are assessed for this group.
- B. School Offerings as organized by the City of Huber Heights School District and Bethel School District, but not including functions of individual Parent Teacher Associations. Users from this prioritization category may book reservations as far in advance as is required to best serve the interest of the Huber Heights organization and community for any given year beginning January 1st of that year. No fees are assessed for this group.

- C. Non-Profit Organizations and other government organizations located within Huber Heights city limits and serving citizens of Huber Heights. Users from this prioritization category may book reservations for any given year beginning January 1st of that year. Proof of active 501(c)(3) or 501(c)(4) status must be submitted at the time of application for groups claiming non-profit status and maintained through the duration of the event/reservation. 100% of application, permit and amenity fees are assessed. A 75% discount for all other fees may be given at the manager's discretion for uses that do not directly fundraise or generate revenues for the user.
- D. Private Huber Heights residents. Users from this prioritization category may book reservations for any given year beginning January 1st of that year. Resident is defined as an individual whose primary residence is within the City of Huber Heights. 100% of all fees are assessed for this group.
- E. Non-profit organizations located within the City of Huber Heights though not directly serving citizens of Huber Heights and for-profit organizations located within Huber Heights city limits. Users from this prioritization category may book reservations for any given year beginning January 1st of that year. While local businesses are welcome to utilize city facilities, activities may not directly generate business revenues. 100% of all fees are assessed for this group.
- F. All other users not clearly defined within groups A-E may book at manager discretion.

The following charts indicate the current offerings of the Parks and Recreation Department regarding Public Facility Use including rentals, special events, and athletic facility use. Specific hours available for use are determined by availability pending all other City operations and prioritized users.

Any facility or service not listed within this schedule is generally unavailable for organized public use. However, the Department Head may utilize managerial discretion in granting access that reasonably aids in the success of an event and does not pose an undue burden to City staff, City property, or the surrounding community. Users requesting deviations from this policy or seeking to provide activities requiring substantial City involvement may require an individual use agreement with the City Manager as orchestrated by the Parks and Recreation Department.

Permits

Description	Fee	Legislated Fee Cap	Notes
Parade/Assembly Permit	\$25	\$30	Paid per application, independent of final approval.
Alcohol Permit	\$25	\$30	Paid per application, independent of final approval. Administered through Parks & Recreation Department with Police Approval.
Special Event Permit	\$25	\$30	Paid per application, independent of final approval.

Facilities

Aquatic Center			Rates set through separate policy with YMCA.
Park Shelter	\$25	\$30	Daily Fee
Eichelberger Amphitheater	\$100	\$120	Daily Fee
Community Center West Room (No Kitchen)	\$100	\$120	Hourly Fee. 2 hr. Minimum. \$300 maximum fee for up to 8 hours.
Community Center East Room (No Kitchen)	\$75	\$90	Hourly Fee. 2 hr. Minimum. \$300 maximum fee for up to 8 hours.
Community Center Entire Facility (Kitchen Included)	\$75	\$90	Hourly Fee. 2 hr. Minimum. \$300 maximum fee for up to 8 hours.
Senior Center Grand Hall	\$120	\$144	Hourly Fee. 2 hr. Minimum. \$480 maximum fee for up to 8 hours.
Senior Center Classroom	\$25	\$30	Hourly Fee. 2 hr. Minimum. \$100 maximum fee for up to 8 hours.
Baseball/Softball Diamond	\$20	\$30	3 Hour Rental. No lines included.
Tennis/Pickleball/Basketball/Volleyball Court	\$20	\$30	2 Hour Rental.
Non-Profit Meeting Room	\$10		Hourly. Senior Center Classroom preferred, any indoor space or shelter may be used at Manager discretion. Available to Group C only. No further discount applicable.

Special Event Charges (External Organizers)

Trash Toter	\$10	\$12	Per Toter
Porta Potty	\$50	\$60	Per Potty
Maintenance Staff	\$45	\$56	Per Staff Hour Before, During and After
Street Barricades	\$10	\$12	Per Barricade, Includes Installation
Food Truck Permit	\$20	\$25	Per Food Truck Present. Food trucks must carry liability insurance. Maximum fee \$100 per event.
Sales or Information Vendors	\$10	\$12	Per Vendor Present. Maximum fee \$40 per event.
No Parking Sign	\$3	\$4	Per Sign, Includes Installation
Carnival/Bounce House/Amusement or Temporary Structure Fee	\$100	\$120	Per Event

Commemorative Memorial Program

Park Tree	\$250	\$300	Species available kept current in program brochure.
Park Bench	\$1,500	\$1,800	Model available kept current in program brochure.
Veteran Paver	\$125	\$150	Model available kept current in program brochure.
Veteran Memorial Bench	\$500	\$600	Poured cement footer and installation cost. Individual bench purchased by requester.

Vendor Fees (For City organized Events or day-to-day vendors on City Property)

Food Truck/Cart	\$100	\$120	Per Day
-----------------	-------	-------	---------

Food Operator (Non-Truck/Cart)	\$200	\$240	Per Day. Only available for events 5 hours or longer.
Sales/Business Vendor	\$50	\$60	Per Day
Information Only Vendor	\$50	\$60	Per Day

Farmers Market Exclusive Fees

Food Truck/Cart	\$25	\$30	Per Day
Sales Vendor	\$20	\$30	
Non-Profit	\$0	\$20	Accepted in limited number per day.
Full Season Sales or Information Vendor	\$75	\$90	

Approved Date:

Ordinance:

AI-10048

Topics of Discussion F.

Council Work Session

Meeting Date: 05/07/2024

CDBG Application - Community Park Revitalization Project - Phase I

Submitted By: Jeffrey Adams

Department: City Manager

Division:

City Manager

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

CDBG Application - Community Park Revitalization Project - Phase I

Purpose and Background

This project will provide playground expansion and will improve the playground surface so that it is more ADA-accessible. The City is eligible to apply for federal Community Development Block Grant funds through Montgomery County. An application has been prepared for City Council's consideration. This application is for funding Phase 1 of the Community Park Revitalization Project.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Application

Resolution

Exhibit A



**FY 2024 MONTGOMERY COUNTY
COMMUNITY DEVELOPMENT PROGRAMS**

Please complete all questions on application. You may include up to five (5) pages of attachments, including maps, pictures, support letters, etc.

APPLICANT INFORMATION

Organization Name City of Huber Heights
Address (include city & zip) 6131 Taylorsville Road, Huber Heights, Ohio 45424
Contact Person Jeffrey Adams
Phone and/Email 937-237-5836 / jadams@hhoh.org
Current CDBG-funded Projects and Project Status Revitalization of Community Park
Will be completed in of 2025

PROPOSED PROJECT INFORMATION

Project Title Revitalization of Herbert C. Huber Community Park- Phase 1
Street Address/Intersection (Infrastructure): 5401 Chambersburg Rd, Huber Heights, OH 45424
Census Tract 39113100202 Block Group _____
Target Area Name (If applicable) _____
National Objective Benefit Low/Moderate Income ☒ Eliminate Blight ☐
Completion Date 03/2025
Priority Ranking 1 New Project ☒ Continuation Project ☐
Total Project Cost \$ \$200,000
Total CDBG dollars requested \$ \$100,000
Total dollar value of other resources \$ \$100,000

PROJECT SUMMARY

This project is the first phase to expand our current playground by 20 feet in which we can add more playground equipment to the park, also improve the grounds surface so, that it is more ADA accesible.

Signature: _____ Title: Assistant to the City Manager

II. PROJECT DESCRIPTION (1 page maximum)

Briefly describe your project.

The intent is to expand the square footage by 20 ft in which we will add more play equipment. In addition, will plan to resurface the playgrounds to make it more ADA accesible.

Clearly define how this project benefits low to moderate income persons or eliminates a blighted structure(s) in your community.

Homes in the surrounding area (low to monderate income) who from observation frequent the Community Park for sports, camp activitives, etc have made great use of the amenities. The playground houses an ADA accesible swing that we would like to make more usable.

Source: Climate and Economic Justice Screening Tool,

<https://screeningtool.geoplatform.gov/en/#14.01/39.84805/-84.13185>

Attach map of project location.



Montgomery County, Ohio
39113100301 Population: 4,432

Zoom In

This tract is identified as disadvantaged because it has 2 categories that meet the criteria.

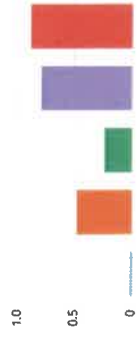
Reduction and remediation of legacy pollution

Health burdens

There are 66 disadvantaged tracts in Montgomery County and 948 disadvantaged tracts in Ohio.

Details on the eight possible categories are in the set of charts.

Details



Climate Change

Communities are identified as disadvantaged if at or above two 50th percentile for expected agriculture loss rate OR expected building loss rate OR expected population loss rate AND at or above the 50th percentile for low income AND 60% or more of adults 15 or older are not enrolled in higher education.

III. PROJECT GOALS (1 page maximum)

What will your project achieve?

In phase one, we seek to achieve improved usage in accessibility from our ADA swing but, also from the expanded space that will offer more play equipment to our many patrons and families.

How many persons or households will benefit? How did you determine this number? Census data, surveys, local information, etc. must be provided.

An estimate population of 10,000 in the adjacent area with thousands more within a 10 mile radius.

IV. IMPLEMENTATION SCHEDULE (1 page maximum)

How will the work be completed? The implementation schedule should include estimated dates for completing significant tasks leading to accomplishment of project goals, and it should present a reasonable scope of activities that can be accomplished within the time allotted for the project and within the resources of the applicant. The implementation schedule will be included in the Delegation of Activities Agreement as Appendix A. You may use an excel spreadsheet in lieu of this page of the application.

Task	Projected Completion Date	Notes
Environmental Review	05/31/24	
Project Engineering (if necessary)	07/31/24	
Bidding Process/Procurement	10/1/24	
Construction/Demolition	N/A	
Project Closeout	03/31/25	

V. PROJECT BUDGET

This budget must include the applicant's financial commitment, including the total project cost, the portion charged to CDBG funding, and the portion committed by other funding sources. This includes in-kind contributions and volunteer labor. It should not include amounts for administration. ***Indicate alternative plans if partial funding is awarded for this project:***

BUDGET CATEGORIES	TOTAL PROJECT COST	CDBG FUNDING	OTHER COMMITTED SOURCES OF FUNDS	
			AMOUNT	SOURCE(S)
a) Project Management	\$15,000	\$0	\$15,000	City
b) Professional Services (Engineering)	\$20,000	\$0	\$20,000	City
c) Construction	\$135,000	\$100,000	\$35,000	City
d) Property Acquisition	\$0	\$0	\$0	N/A
e) Relocation Expenses	\$0	\$0	\$0	N/A
f) Environmental	\$10,000	\$0	\$10,000	City
g) Other (specify)	\$20,000	\$0	\$20,000	City
TOTAL PROJECT	\$200,000 (100%)	\$100,000 (60%)	\$100,000 (50%)	

Authorization: _____

Authorized Signature for Project

Date

Assistant to the City Manager

Title

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO MONTGOMERY COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE COMMUNITY PARK REVITALIZATION PROJECT.

WHEREAS, Montgomery County (the “County”) receives and administers CDBG funds from the U.S. Department of Housing and Urban Development for qualifying municipalities; and

WHEREAS, the City of Huber Heights (the “City”) has previously entered into a Cooperation Agreement with the County so the City may have access to CDBG funding; and

WHEREAS, the County has notified the City that CDBG funding is currently available for qualifying projects.

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

Section 1. The City Manager is hereby authorized to submit an application to the County for the Community Park Revitalization Project – Phase I (the “Project”) attached hereto as Exhibit A and incorporated as if herein.

Section 2. The City Manager is hereby authorized to enter into an agreement with Montgomery County regarding the Community Development and Block Grant program.

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 _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

Community Park Revitalization Stages

Stage 1:

Playground Expansion

The playground at Community Park features a We-Go-Swing, which is an amenity designed for wheelchair accessibility. This swing was a substantial investment for the city and deserves to be a featured amenity within a popular park for all children to experience the benefits of inclusive play. This play feature cannot be reasonably relocated and thus its existing playground should be improved to be more inviting and enjoyable.

The playground will be expanded in order to provide more amenities for children of mixed physical and cognitive abilities. This will give a greater experience of “inclusivity” and provide space for more children to play at any given time. The surfacing will be replaced with a uniform poured surface ideal for children with physical disabilities.

Sport Court Resurfacing

Resurfacing of the pickleball courts began in 2023 and will conclude this spring. The neighboring basketball courts are also in a state of disrepair and an eyesore next to the brand new pickleball facilities.

The opportunity to resurface these basketball courts opens the possibility installing more pickleball courts, basketball courts, roller hockey courts or a multi-sport space for the community to use as they desire. Feedback from residents and observing the popularity of the pickleball courts will help direct this work.

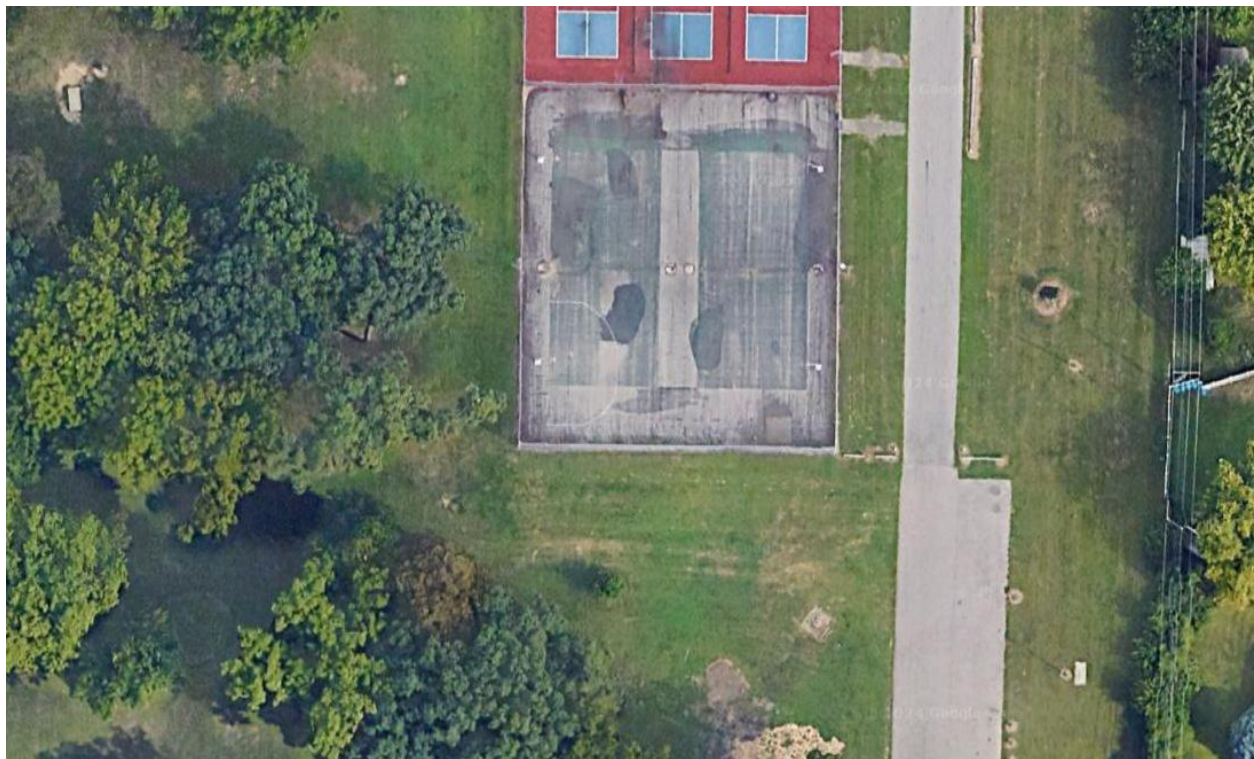


EXHIBIT A

Future Stages:

Future Stages will include improvements to the other areas of the park. Items for consideration include:

1. Parking and Driveway Design and Paving
2. Site/Turf Work
3. Signage
4. Disc Golf Course Upgrades
5. Football Field Repurposing
6. Bathrooms
7. Security Cameras

Subsequent stages may be proposed for future grant funding and/or lumped into the Park Improvement Budget for years to come.

AI-10055

Topics of Discussion G.

Council Work Session

Meeting Date: 05/07/2024

EMS Billing Services - Award Contract

Submitted By: Keith Knisley

Department: City Manager

Council Committee Review?: Council Work Session

Division: Fire

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

EMS Billing Services - Award Contract

Purpose and Background

The Fire Division posted a Request For Proposals (RFP) for an EMS billing services provider in March, 2024 which was open until April 22, 2024. There were ultimately seven (7) proposals submitted. After reviewing each of proposals, the review committee determined that Medicount Management, Inc. was the lowest and best bid based on a number of factors. The bids resulted in a range of fees from 3.0% to 6.0%. Medicount Management, Inc. came in with a fee of 3.95% of net collections; and while not the lowest bid, Medicount Management, Inc. was the second lowest bid. Medicount Management, Inc. has a large client base not only the State of Ohio but throughout the region. The Medicount Management, Inc. proposal included many references from local Fire Chiefs. Recently, Butler Township and the City of Vandalia were in the same place as Huber Heights in needing to quickly identify a new vendor for EMS billing services. After going through the processes, both communities identified Medicount Management, Inc. as the top vendor. Medicount Management, Inc. is familiar with the City's electronic patient care report platform and has an interface already established to begin accepting the City's EMS calls and reports. Medicount Management, Inc. already has agreements in place with local hospitals to aid in obtaining required demographic information directly from the hospitals when Fire Division personnel are unable to obtain the specific information. Understanding that EMS billing is a complex operation, this resolution includes an automatic renewal after the first term and authorizes the City Manager to continue to negotiate and extend the agreement with Medicount Management, Inc. yearly until July 1, 2029.

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:

No fiscal information was provided by the Fire Division.

Attachments

RFP Evaluation Form

Resolution

EMS Billing RFP Evaluation**2024**

Company	Quote	Years in Business	Notes	Special
Medicount	3.95% Net Collections	30+	Has ESO reporting and Billing Interface Vandalia and Butler Township Recently changed to Medicount No Hospital Facesheets	Ohio Based Company 375 Clients Including Harrison, Trotwood, Clayton, Hamilton, Middletown 410,000 transports
EMS MC	4.25% Net Collections	27	Accumed recently merged with EMSMC 45 Clients processing 1.2 million claims with ESO ePCR	49 Ohio Clients 1,000 Nationally 4 Million Transports 7 Regional Offices. Springfield, Kettering, Beavercreek Bellbrook.
Digitech	4.75% Net Collections		Processing 1.5 Million ESO Claims per year	PCR Lens City of Dayton
Quick Med Claims	4.7% of Net Collected Revenue	33		50k Ohio Transports 6 Ohio Clients
Ohio Billing	6% of Net Collections	31	\$795 implementation fee	5 Ohio based 911 references
Revascent	3.05% Net Revenue	30+	Looking to expand	No Ohio References
Ambulance Billing Network	4.9% Gross Revenue	9+		Ohio 911 Services City of Troy, Farmersville (proposal titled West Chester)

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

ALLOWING THE CITY MANAGER TO AWARD THE BID FOR EMS BILLING SERVICES TO MEDICOUNT MANAGEMENT, INC.

WHEREAS, the City of Huber Heights Fire Division issued a Request For Proposals (RFP) to provide emergency medical services (EMS) billing services; and

WHEREAS, a competitive bid process was conducted consistent with the provisions of the Ohio Revised Code Section 721.15 and any applicable City codified ordinances and purchasing procedures; and

WHEREAS, Medicount Management, Inc. was the lowest and best bid, offering comprehensive services at a rate of 3.95 percent of net collections.

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

Section 1. The City Manager is hereby authorized to award the bid to Medicount Management, Inc. and to further negotiate the terms of a contract for one year to include an automatic renewal after the first year and mutually agreed upon renewals annually until July 1, 2029.

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 _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10057

Topics of Discussion H.

Council Work Session

Meeting Date: 05/07/2024

Citywide Desktop Printer Lease

Submitted By: Jim Bell

Department: City Manager

Council Committee Review?: Council Work Session

Division: City Manager

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Citywide Desktop Printer Lease

Purpose and Background

Departments/divisions across the City of Huber Heights currently use many different brands and models of desktop printers, including multiple types of toner for all of those printers. Aging multi-functional printers can create an end-point security concern for potential cyberattacks. Perry ProTech will provide a refreshed printer fleet with new devices and provide service and support throughout the 63-month lease. The estimated savings on toner and other printer supplies would be \$1,350 per month for the life of the contract. This legislation will authorize this lease, which would begin in June, 2024 and end in August, 2029.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$24,302.16

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

The annual amount for leasing desktop printers for all departments will be \$24,302.18 for a 63-month lease. The actual amount of the increase to the 2024 City Budget will be slightly more than half that amount.

Attachments

Contract

Resolution

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to PERRY proTECH, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Huber Heights			STREET ADDRESS 6131 Taylorsville Rd	
CITY Huber Heights	STATE OH	ZIP 45424-2951	PHONE 937-233-1423	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) City of Huber Heights			BILLING STREET ADDRESS 6131 Taylorsville Rd Huber Heights, OH, 45424-2951	
CITY Huber Heights	STATE OH	ZIP 45424-2951	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) 6131 Taylorsville Rd Huber Heights OH 45424-2951				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
See Schedule A for Details			☐
			☐
			☐
			☐
			☐

☐ See attached Schedule A

☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

63	Payments* of \$	\$2,025.18	*plus all applicable taxes, fees, charges and other amounts due under this Agreement	
The payment ("Payment") period is monthly unless otherwise indicated.			If you are exempt from sales tax, attach your certificate.	
Payment includes	46,740	B&W clicks per month	Overages billed Quarterly at \$	0.00877 per B&W click*
Payment includes	3,800	Color clicks per month	Overages billed Quarterly at \$	0.0703 per Color click*
Payment includes	0	B&W prints per month	Overages billed Monthly at \$	0 per B&W print*
Payment includes	0	Color prints per month	Overages billed Monthly at \$	0 per Color print*
Payment includes		TOT clicks per month	Overages billed Monthly at \$	per TOT click*

By initialing here, you agree that toner and developer are not included with the TOT clicks.

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

PERRY proTECH, Inc.

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. UPON YOU SIGNING BELOW, YOUR PROMISES IN THIS AGREEMENT WILL BE IRREVOCABLE AND UNCONDITIONAL IN ALL RESPECTS.

Huber Heights City Hall

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the leasing of the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer unless otherwise agreed to ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of clicks/prints shown on page 1 for each applicable click/print type. Regardless of the number of clicks/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You can submit your meter readings through the web at www.perryprotech.com or by fax at 419.224.8128. If you fail to provide meter readings in a timely fashion, Supplier, at its discretion, may estimate all necessary meter readings. If meter readings are estimated and rebilling for actual meter reads is requested by you, you may be assessed an administrative fee for each meter affected. Meter readings may be obtained remotely under certain circumstances and you consent to Supplier's ability to obtain remote meter readings. You agree to pay the applicable overage charge for each metered click/print that exceeds the applicable minimum number of clicks/prints. Clicks/prints made on equipment marked as not financed under this Agreement will be included in determining your click/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

Maintenance Agreement Terms & Conditions

1) General Scope of Coverage. This Agreement covers both the labor and the parts (excluding parts and supplies listed as Consumables below) for maintenance as necessitated by the normal use of the equipment. Parts replaced become the property of PERRY proTECH. Damages to the equipment caused by accident, neglect, misuse, altering of equipment, unfavorable or adverse environmental conditions, electric current fluctuations, work performed by other than PERRY proTECH personnel, or any force of nature, or any other cause out of PERRY proTECH's control are not covered. Operator Error Calls and Computer Network problems are not in the Scope of Services. You are responsible for daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, etc.

2) For the purposes of this agreement the definition of a "click" is the output of a single side of media less than or equal to 8.5" x 11" unless it is on a "Wide Format" device where it is defined as 1 square foot of paper passed. 8.5 x 14 and larger shall be charged at 2 Clicks. The definition of a "scan" is the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. In the event that scans exceed click output, Perry proTECH reserves the right to charge for scans at 1 click each.

3) Service calls under this Agreement will be made under normal business hours of 8:00 A.M. to 5:00 P.M. (Eastern Time Zone) Monday through Friday, excluding PERRY proTECH observed holidays. PERRY proTECH shall not be liable for non-performance or a delay in performance of its obligations under this agreement if due to force majeure or contingencies or causes beyond the reasonable control of PERRY proTECH or its suppliers. PERRY proTECH shall not be in breach of this Agreement due to a supplier's inability to provide parts and/or supplies. All other service calls will be charged for portal to portal at the overtime rates in effect at the time the service call is made.

4) This Agreement shall be invoiced for and commence upon the date of Delivery and Acceptance and shall continue for the total commitment of this Agreement. This Agreement shall be automatically renewed for successive similar periods or commitments, at the then current rate, unless either party gives written notice to the other party Ninety (90) days in advance of the expiration date or commitment attainment of its intention to cancel this Agreement. The terms and conditions will be those in effect at the time of renewal. PERRY proTECH may impose a surcharge in the event of any increase in the cost of fuel, utilities, parts, supplies, labor, and/or other third party-imposed price increases. All supplies remain the property of PERRY proTECH until installation in a machine. In the case of cancellation, for any reason, You agree to return, or pay for, all unused supplies covered under this Agreement to PERRY proTECH. Base and overage rates may be increased at the time of each renewal. In the case of leased equipment, the minimum monthly lease payment shall not include a maintenance component, and as such, PERRY proTECH shall not be obligated to maintain the equipment as part of the lease agreement. Instead, You agree that by the inclusion of this document, you and PERRY proTECH have entered into a separate and distinct Maintenance Agreement, which shall be in effect for the full term of the lease agreement and any failure on your part to make payments as they become due, shall constitute a breach of both.

5) You are required to submit monthly meter readings to PERRY proTECH. PERRY proTECH will provide software for the purpose of automatically collecting and reporting meter readings, reporting of supply levels and remote diagnostic repairs. Customer authorizes and agrees to the installation of this software throughout this Agreement. In the event the software installation is declined, the submission of meter reading is required, and an administrative fee will be assessed for managing the manual retrieval and entry for these meters.

6) ALL METER OVERAGES ARE DUE PERRY PROTECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, PERRY proTECH, at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee for each meter affected. Any disputed meter read must be disputed within 90 days of the date of the invoice.

7) Equipment covered under this Agreement must be in good condition according to PERRY proTECH and manufacturer's specifications, before it can be accepted for maintenance. You agree to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to PERRY proTECH and manufacturer's specifications.

8) You must provide a reasonable working atmosphere for servicing the equipment, i.e. access to all sides of the equipment or a movable stand to facilitate handling and provide suitable electrical service in accordance with U/L and manufacturer's requirements. The customer also agrees to make available and designate a qualified individual for key-operator training on the equipment.

9) The equipment is designed to give excellent performance with PERRY proTECH provided supplies and with papers that meet the manufacturer's specifications. PERRY proTECH will provide customer an on hand stock of supplies for up to Thirty (30) days, based on historical or anticipated usage. If the customer uses other than PERRY proTECH provided supplies or any papers or media that do not meet the manufacturer's specifications for the equipment, and if such supplies and/or papers or media are defective or are not acceptable for use in the equipment, cause poor image quality, frequent service calls or service problems, then PERRY proTECH may at its option, terminate this Agreement or adjust the rate(s) of this Agreement. In the event of termination, by PERRY proTECH the unused portion of the maintenance charge will be forfeited, and You will be offered service on a "Per Call" basis at published rates.

10) Under full maintenance coverage, PERRY proTECH agrees to provide toner in sufficient quantity according to the manufacturers published yields which are based on Six (6%) percent coverage black & white and Twenty (20%) percent coverage full color. In the event that the customer's actual toner usage exceeds the manufacturer's published yields, PERRY proTECH reserves the right to address this variance by adjusting the rate(s) of this Agreement and invoicing the customer for excess toner usage. PERRY proTECH reserves the right to charge a fee to cover supply delivery and service fuel costs.

11) PERRY proTECH must approve, in advance, any change in location of the equipment within the facility or to another facility. If the equipment is moved to a new service zone, You agree to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If the equipment is moved beyond PERRY proTECH service territory, then PERRY proTECH may, at its option, terminate this agreement.

12) The removal, moving and installation of equipment are not covered nor authorized under this agreement. Any movement of equipment by the customer resulting in the need for PERRY proTECH to make equipment repair, configuration adjustments or other network services to restore functional capabilities will be billed at the current network service rates.

13) In the event PERRY proTECH is unable to obtain repair or replacement parts due to the limitation or discontinuation of such parts by the manufacturer and is unable to affect repairs to the equipment, PERRY proTECH will credit the unused portion of maintenance charges to the customer's account. Any such credit balance must be used toward future purchases with PERRY proTECH.

14) PERRY proTECH reserves the right to withhold service in the event the customer's overall account balance is delinquent based on PERRY proTECH's payment terms on any Agreement between the Parties in effect at that time. PERRY proTECH payment terms are Net Thirty (30) Days.

15) Changes in the operating environment, (including but not limited to changes to operating systems, network software, software application changes, and hardware or software upgrades, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall be at PERRY proTECH's published network service rate.

16) For color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at PERRY proTECH's published service rates.

17) The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any loss data. Under no circumstances shall PERRY proTECH be held responsible for any loss of data. It is Your obligation to remove any data prior to return of the equipment. You agree to maintain insurance on the Equipment at no less than the full purchase price, adding PERRY proTECH as an additional insured. Your insurance shall be the primary coverage for any recovery.

18) Other than the obligations set forth herein, PERRY proTECH DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PERRY PROTECH SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.

19) This Maintenance Agreement or any portion is non-cancelable, irrevocable, and non-refundable except as specifically stated in the foregoing statements.

20) PERRY proTECH recognizes that it must conduct its activities in a manner designed to protect any information concerning You (such information hereinafter referred to as "Client Information") from improper use or disclosure. PERRY proTECH agrees to use its best efforts to treat Your Information on a confidential basis. PERRY proTECH agrees not to disclose Your Information to any person, firm or corporation that does not have a need to know said information. From time to time, Supplier may extend to us promotions for Equipment under this Agreement and You agree PERRY proTECH may provide Supplier information regarding the Equipment.

21) Where payments towards charges are made by the customer through a credit/debit card, an additional processing fee will be charged towards credit card fees.

22) Depending on the make and model of the equipment, Consumables may be excluded from this agreement. Consumables include, but are not limited to toner, developer, imaging units/drum cartridges, waste containers, paper, thermal paper, staples, MICR Toner, maintenance kits, print cartridges, PM kits, cleaning supplies, cutting blades, Ink, ink drums, masters, binding supplies, cleaning webs, cassettes, trays, filters.

Automated Meter Read Software Contact: <i>Dave Warren</i>	Customer Acceptance: <i>[Signature]</i>
Phone: <i>937-237-1407</i>	Printed Customer Name: <i>Richard S. Dzik</i>
Email: <i>dwarren@hhoh.org</i>	Date: <i>5/11/24</i>

PERRYPROTECH

Network Security • Imaging • Technology

265 Commerce Pkwy
Lima, Ohio 45804
www.perryprotech.com

P.O. Box 809
Phone: (419) 228-1360
Email: perry@perryprotech.com

EQUIPMENT ORDER CONFIRMATION

Ft. Wayne, Indiana
Toledo, Ohio
Marion, Ohio
Findlay, Ohio
Mansfield, Ohio
Dayton, Ohio

Phone: (260) 483-6064
Phone: (419) 475-9030
Phone: (740) 382-1770
Phone: (419) 423-3737
Phone: (419) 529-8006
Phone: (937) 438-9442

CUSTOMER INFORMATION

NAME City of Huber Heights

STREET ADDRESS 6131 Taylorsville Rd

CITY Huber Heights

STATE OH

ZIP

45424-2951

PHONE

937-233-1423

EQUIPMENT DESCRIPTION

Quantity	Product #	Description	Unit Price	Total
5	KYO-110C0Z2US0	KYO-KYO ECOSYS MA5500ifx A4 B/W MFP		
29	KYO-110C0W2US0	KYO-KYO ECOSYS PA5500x A4 Printer		
7	KYO-110Z242US0	KYO-KYO ECOSYS MA4000cix 42 PPM A4 Color MFP - no fax		
12	KYO-110Z222US0	KYO-KYO TASKalfa PA4500ci 47 PPM A4 Color Printer		
1	KYO-110Z252US0	KYO-KYO ECOSYS MA4000cix 42 PPM A4 Color MFP		
1	KYO-110ZRS2US0	KYO-KYO ECOSYS P4060dn A3 B/W Printer		
Contract Used:			Inst / Removal	
			Subtotal	
			Tax	
			Total	

MAINTENANCE AGREEMENT

G.M.A. Bill To:

Term: Array months

Maintenance Base				Click Overages			
Type	Base Charge	Click Allowance		Rate	Meter	Start Date	
BLK	\$0.00	46740		0.00877			
COL	\$0.00	3800		0.0703			
SCN							
SCN							

Comments: 5-year lock on Service Rates

Customer Acceptance

Date

5/1/24

Sales Representative

[illegible]

KYO-KYO TASKalfa PA4500ci 47 PPM A4 Color Printer	☐
KYO-KYO TASKalfa PA4500ci 47 PPM A4 Color Printer	☐
KYO-KYO TASKalfa PA4500ci 47 PPM A4 Color Printer	☐
KYO-KYO ECOSYS MA4000cfx 42 PPM A4 Color MFP	☐
KYO-KYO ECOSYS P4060dn A3 B/W Printer	☐

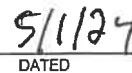
CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer.

City of Huber Heights


SIGNATURE


TITLE


DATED

CUSTOMER
29041 (2017)

Rev. 08/15/2018



Thank You

Thank you for choosing PERRY proTECH as your service provider. Our teams are devoted to delivering exceptional service through our partnership. By partnering with us, you can trust that we will ensure a smooth transition and minimal downtime. When you install your network-connected multifunctional printers/copiers/scanners/faxes, PERRY proTECH team members will provide installation services.

A team member will complete all the services listed below through remote access software. If PERRY proTECH determines that a Network Analyst is required onsite, we will provide one at no additional charge.

How we ensure a smooth install:

Once you have signed and executed a contract with PERRY proTECH, the process of setting up, configuring, delivering, and installing your new device(s) typically takes around **7-10 business days**. However, if you require multiple units or have multiple locations, this may impact the timeline, and we will inform you accordingly.

With this in mind, we want to work with you as soon as possible to complete the following steps and ensure that network installation is complete on or before your new equipment arrives. Once we have completed a Site Survey and you have provided us with Network Administrator Contact Information, PERRY proTECH team members will do the following:

- 1 An Implementation Specialist will contact your Network Administrator to obtain the network information to install your device(s) and software. They will verify any special instructions related to the delivery of your new device.
- 2 **Within 48 hours** of receipt of your network information, your Network Administrator will be engaged by a PERRY proTECH Network Analyst to perform the configuration of your new device on your local network. This could include print driver set up, scanning destinations configured and solutions included with your device.
- 3 These settings are then shared with the service team to complete in the shop.
- 4 Once preconfiguration is complete, a Logistics Representative will notify you to schedule installation.

DISCLAIMER

Please keep in mind that if you cannot provide the necessary authentication credentials or passwords, or any network-specific information required for the installation, our team may need to make an additional visit to complete the installation. Please note that any additional trips required to complete the installation may result in additional charges. It's important to understand that PERRY proTECH is not responsible for any data loss or downtime related to any PERRY proTECH-provided support device or service.

What you need for a successful install:

- ☐ Sufficient space for the machine and clear access to get the machine to it's final location.
- ☐ Make sure you have a dedicated power receptacle with the correct amperage and pin layout. (speak to a sales rep for details).
- ☐ If faxing will be part of the installation process, make sure a dedicated fax line is in place. (for best results use analog line)
- ☐ A tested network drop for the device to be connected.
- ☐ Installation support at the time of delivery. (IT/Administrator available).
- ☐ Passwords should be readily available for additional device configuration.
- ☐ Designated Key Op (for training on functions of machine)



What we take care of:

The PERRY proTECH Logistics team and Customer Support Services will be responsible for all issues related to the engagement, and will be responsible for:

- Coordination of pre-installation, obtaining network configuration information, scheduled and installation.
- Assignment of responsibilities to PERRY proTECH and any vendors involved in this project.
- Ensuring the availability of information and other resources needed by vendors to complete the assignment.

What installation services we perform:

WE DO

- Installation of print drivers on one print server and up to 3 PCs for each device.
- A USB drive will be provided that contains recommended drivers for your new device to aid you in adding drivers at a later date.
- Setup of up to three (3) PC's to Scan to Folder, considering valid path and file are provided.
- Setup of Scan to Email for three (3) accounts if a valid SMTP server is provided with valid authentication credentials and password.
- Set up one (1) destination to receive fax forwarding.
- Installation of the ReadShip App to one (1) PC or server and activation of the Automated Supplies Replenishment Tool (Networked Devices Only).
- For multi-function devices, ten (10) minutes of end-user training is completed to include basic functions of the equipment. We ask that you make available a key operator near the device so that they may be trained and can help other users with future questions. Should you require it, additional training is available upon request and can be scheduled for a later date.

WE DO NOT

- Provide additional network drops, patch cables, or telephone cables to customer facilities.
- Make changes to the existing network environment, server configuration, or email server.
- Make changes to any network server desktop applications, firewalls, or anti-virus software.
- Make any changes not approved by the customer's internal or external IT department.
- Install of any software applications not included with the PERRY proTECH MFP or printer.
- Configure of third-party software/solutions not provided by PERRY proTECH.



Additional ways we can help:

The PERRY proTECH Analyst Team offers additional services upon request. Please contact your sales representative or Logistics Coordinator for availability and pricing.

- Print Drivers
- Scan to Folder
- Scan to Email
- Address Book/Fax Destination/Account Codes
- Installation of existing foreign interface
- Configuration of mobile devices/air print
- Additional Equipment Training (1 hr)

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A 63-MONTH DESKTOP PRINTER LEASE AGREEMENT WITH PERRY PRO TECH AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, individual departments/divisions of the City of Huber Heights (the “City”) currently purchase many different brands and models of desktop printers and toner supplies; and

WHEREAS, aging multi-functional printers can create an end-point security concern for potential cyberattacks; and

WHEREAS, the City of Huber Heights can realize significant savings by entering a lease for all desktop printers and related supplies as a fleet from one vendor.

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 lease agreement with Perry Pro Tech on behalf of the City of Huber Heights in accordance with Section 171.12a(2) of the Huber Heights Codified Ordinances.

Section 2. A 63-month lease agreement with Perry Pro Tech, subject only to appropriation of funds, is hereby approved for the purpose of providing desktop printers, maintenance, and supplies to the City of Huber Heights.

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

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10037

Topics of Discussion I.

Council Work Session

Meeting Date: 05/07/2024

Arts And Beautification Commission Reappointments - C. Brandenburg/S. Teague

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/07/2024

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

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

Agenda Item Description or Legislation Title

Board And Commission Appointments

* Arts And Beautification Commission - Reappointments

Purpose and Background

City Staff recommend the reappointment of Cheryl Brandenburg and Shannon Teague to the Arts and Beautification Commission for a term ending June 30, 2027. The current terms expire on June 30, 2024.

Updated background checks for Ms. Brandenburg and Ms. Teague were processed with Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.

AI-10038

Topics of Discussion

Council Work Session

Meeting Date: 05/07/2024

Arts and Beautification Commission Appointment - Z. Poe

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/07/2024

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

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

Agenda Item Description or Legislation Title

* Arts and Beautification Commission - Appointment

Purpose and Background

The City's interview panel recommends the appointment of Zack Poe to the Arts and Beautification Commission for a term ending June 30, 2027. A background check on Mr. Poe was processed through Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

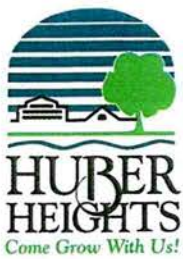
Recurring Cost? (Yes/No): N/A

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

Financial Implications:

Attachments

Application - Z. Poe



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

Application For City Boards And Commissions

RECEIVED ON:

CLERK OF COUNCIL

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

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

BOARD OR COMMISSION APPLIED FOR:

Arts and Beautification

DATE APPLIED:

4-11-24

Last Name

Poe

First Name

Zack

Middle Name

Michael

Address

7607 Bassett Dr.

City

Huber Heights

State

OH

Zip Code

45424

Phone Number

937-518-5174

Email Address

zpoet21@gmail.com

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	Greenon High	General Studies
COLLEGE		
GRADUATE SCHOOL		
OTHER (SPECIFY)		

COMMUNITY INVOLVEMENT

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

ORGANIZATION	DATES OF SERVICE

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
TRUGREEN	CSR	2024
Walmart	Pharmacy tech	2023
Mercy Health	Environmental	2022
CheckSmart	Loan processor	2021
MY Daily Choice	Salesman	18-21

STATEMENT OF INTEREST

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

I want to make a difference in my community and climb up the ladder in the world of local politics, and simply ~~reach~~ reach for the stars.

REQUIREMENTS AND APPLICANT STATEMENT

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

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

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

Are you a registered voter? ☒ Yes ☐ No

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

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

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

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

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

ZACK POE

Signature

4-11-24

Date

AI-10054

Topics of Discussion J.

Council Work Session

Meeting Date: 05/07/2024

Supplemental Appropriations

Submitted By: Jim Bell

Department: City Manager **Division:** Finance/Tax

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/07/2024

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

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

Agenda Item Description or Legislation Title

Supplemental Appropriations

Purpose and Background

The supplemental appropriations are for the following purposes:

- \$10,000 for increase to cost of rides for the Star Spangled Heights event.
- \$46,500 decrease in Tax Division personnel expense, and \$46,500 increase in Tax Division operations expense for temporary staffing for open positions.
- \$300,000 for increased IT expenses for Secure Cyber Defense and SHI International.
- \$346,000 for management of HVAC maintenance services for 3 years.
- \$25,000 for ARPA funds received from Montgomery County that will be transferred to the General Fund to cover IT related expenses from the cyberattack.
- \$100,000 for additional expenses to redesign the new governance center.
- \$275,000 for pre-funding of Montgomery County ED/GE grant for PVS Plastics Technology project (advance from General Fund to be repaid from ED/GE Grant proceeds).
- \$53,000 for special assessment payments to DEC plus County Auditor fees (Assessment revenue distributed by County to the City).

Fiscal Impact

Source of Funds: Various Funds

Cost: \$809,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

The \$25,000 ARPA expenditure and the \$275,000 ED/GE Grant expenditure are covered by grant monies; therefore, there is no fiscal impact to the overall City budget for these items.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

AUTHORIZING ADVANCES AND TRANSFERS BETWEEN VARIOUS FUNDS OF THE CITY OF HUBER HEIGHTS, OHIO AND AMENDING ORDINANCE NO. 2024-O-2625 BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2024 operating and project funding.

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

Section 1. Authorization is hereby given to advance and transfer certain monies up to amounts not exceeding those shown and for the purposes cited in Exhibit A, and such authorization applies to any and all such advance and transfers necessary and effected after January 1, 2024.

Section 2. Ordinance No. 2024-O-2625 is hereby amended as shown in Exhibit B of this Ordinance.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

<i>Advance:</i>			
<u>Amount</u>	<u>Fund From</u>	<u>Fund To</u>	<u>Purpose</u>
\$275,000.00	101 General	427 ED/GE Cap Imp	Grant monies reimbursement

<i>Transfer:</i>			
<u>Amount</u>	<u>Fund From</u>	<u>Fund To</u>	<u>Purpose</u>
\$25,000.00	291 ARPA Fund	101 General	Grant monies reimbursement

EXHIBIT B

AMENDING ORDINANCE NO. 2024-O-2625 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024.

- 1) Section 1 of Ordinance No. 2024-O-2625 is hereby amended to reflect changes in the appropriations of the 101 General Fund, as follows:
 - a. Subsection g) Central Services, Operations and Capital increase of \$10,000.00
 - b. Subsection l) Taxation, Personnel decrease of \$46,500 and Operations and Capital increase of \$46,500.00
 - c. Subsection n) Information Technology, Operations and Capital increase of \$300,000.00
 - d. Subsection p) Buildings and Grounds, Operations and Capital increase of \$346,000.00
 - e. Subsection r) Non-Departmental, Advances increase of \$275,000.00
- 2) Section 27 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 291 American Rescue Plan Act Fund, as follows:
 - a. Subsection b) Non-Departmental, Transfers of \$25,000.00
- 3) Section 31 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 406 Capital Improvement Fund, as follows:
 - a. Subsection c) Capital, Operations and Capital of \$100,000.00.
- 4) Section 34 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 427 ED/GE Capital Improvement Fund, as follows:
 - a. Subsection a) Capital, Operations and Capital of \$275,0000.00.
- 5) Section 40 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 454 Carriage Trails Infrastructure Fund, as follows:
 - a. Subsection a) Capital, Operations and Capital of \$53,0000.00.

General Fund	\$931,000.00
American Rescue Plan Act Fund	\$25,000.00
Capital Improvement Fund	\$100,000.00
ED/GE Capital Improvement Fund	\$275,000.00
Carriage Trails Infrastructure Fund	\$53,000.00

AI-10050

Topics of Discussion K.

Council Work Session

Meeting Date: 05/07/2024

Increase Not To Exceed Amount - Crowe, LLP - Finance Department

Submitted By: Richard Dzik

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/07/2024

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

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

Agenda Item Description or Legislation Title

Increase Not To Exceed Amount -

* Crowe, LLP - Finance Department

Purpose and Background

Crowe, LLP is currently developing a Request For Proposals (RFP) for new Finance Department Enterprise Resource Planning (ERP) software. City Administration has requested Crowe, LLP also provide job shadowing and workflow development for Finance Department job functions. This change order will cost approximately \$15,000.

Fiscal Impact

Source of Funds: General Fund - Central Services

Cost: \$15,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Current consulting services budget can absorb this change order cost of \$15,000.

Attachments

Change Order

Resolution

**Crowe LLP
Change Order Form
Change Order 001**

Client Name: City of Huber Heights, OH
Client Representative: Richard Dzik
Crowe Representative: Susannah Heitger
Crowe Phone Number: 312.899.5316
Engagement/Project Name: City of Huber Heights – Software Selection Support Services

Date of Original SOW: February 02, 2024
Date of First Change Order: April 15, 2024

Change Order Number: 001

REASON FOR CHANGE:

The City and Crowe have discussed the following changes to the existing project scope:

- Original project goals to include ERP preparation and selection activities:
 - a. Brief interviews with City staff
 - b. Requirements development
 - c. RFP development
 - d. Procurement activities
- Expanded scope from Change Order 001 includes a-d above, with the addition of the following tasks:
 - a. City process workflow mapping for up to 15 workflows. Suggested workflows include:
 - i. Purchase Requisition
 - ii. Purchase Order
 - iii. Budget Development
 - iv. Budget Amendment Request
 - v. Asset Acquisition
 - vi. Onboarding/New Hire
 - vii. Personnel Action
 - b. Onsite travel to meet with City staff (up to 3 visits)

ANTICIPATED CHANGE TO THE PROJECT:

Scope:

The City and Crowe have added project goals over the course of the project as a result of new findings. This included an initial shift toward understanding the City's current enterprise policies and procedures, as well as working with staff to understand potential process changes future state. Scope moving forward with also include the solicitation, procurement, and selection of new technology.

Crowe will conduct the following activities under this change request:

A. Workflow Development

The Crowe team will work to facilitate the development of future state process workflows with the City.

B. Onsite Travel

The Crowe team will travel up to 3 times to meet with City staff in person.

Deliverables include:

- Mapping meetings with City staff (some in person)
- Up to fifteen (15) future state workflows

Fees: An additional \$15,000 for workflow development services is proposed. Estimated 4 hours per workflow, 15 workflows, at current service rates for both Manager and Staff. Cost estimates for workflow development and onsite travel below:

Workflow Task	Cost
Hours per Resource	30
Manager Cost	\$ 7,500.00
Staff Cost	\$ 4,800.00
Total Cost	\$ 12,300.00

Travel Expense	Cost
Average Hotel per Visit	\$ 340.00
Average Flight per Visit	\$ 350.00
Average Food per Visit	\$ 200.00
Total Travel Estimate	\$ 2,670.00

Total Cost	\$ 14,970.00
-------------------	---------------------

This Change Order modifies and amends the parties' Statement of Work dated February 2, 2024, as set forth above. All other terms and conditions remain unchanged.

ACCEPTANCE BY CROWE

Accepted by : _____

Crowe LLP

Acceptance Date: _____

ACCEPTANCE BY CLIENT

Accepted by: _____

City of Huber Heights

Acceptance Date: _____

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

TO INCREASE THE NOT TO EXCEED AMOUNT FOR CROWE, LLP FOR ADDITIONAL PROFESSIONAL SERVICES IN CALENDAR YEAR 2024.

WHEREAS, Crowe, LLP has previously provided professional services to the City; and

WHEREAS, the City has identified a number of unexpected consulting expenses; and

WHEREAS, the City Charter requires that the City Council approve all work performed by a single vendor in excess of \$75,000.00 in any given year.

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

Section 1. The City Manager is hereby authorized to increase the not to exceed amount for Crowe, LLP by \$15,000.00 for a new total of \$90,000.00 to cover all additional expenses throughout Calendar Year 2024 as needed.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10051

Topics of Discussion L.

Council Work Session

Meeting Date: 05/07/2024

Increase Not To Exceed Amount - Cincinnati Circus - Parks And Recreation Department

Submitted By: Richard Dzik

Department: City Manager

Division: City Manager

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

* Cincinnati Circus - Parks And Recreation Department

Purpose and Background

While not required under the City's new procurement rules, City Administration seeks Council's input on allocating an additional \$10,000 for rides at the Star Spangled Heights event. This additional \$10,000 would remove the requirement that attendees purchase a \$10 wristband for rides and entertainment.

Fiscal Impact

Source of Funds: General Fund

Cost: \$10,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

The adoption of this resolution will increase the cost of the Star Spangled Heights event by \$10,000 while removing the requirement that attendees purchase a \$10 wristband for rides and entertainment.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

TO INCREASE THE NOT TO EXCEED AMOUNT FOR CINCINNATTI CIRCUS COMPANY FOR ADDITIONAL ENTERTAINMENT SERVICES FOR THE PARKS AND RECREATION DEPARTMENT IN CALENDAR YEAR 2024.

WHEREAS, Cincinnati Circus Company has previously provided ride and amusement services to the City; and

WHEREAS, the City has identified the desire to provide rides and entertainment free of cost to the attendees.

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

Section 1. The City Manager is hereby authorized to increase the not to exceed amount for Cincinnati Circus Company by \$10,000.00 for a new total of \$55,275.00 to cover all additional expenses throughout Calendar Year 2024 as needed.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10052

Topics of Discussion **M.**

Council Work Session

Meeting Date: 05/07/2024

Increase Not To Exceed Amount - Secure Cyber Defense - IT Department

Submitted By: Richard Dzik

Department: City Manager

Council Committee Review?: Council Work **Date(s) of Committee Review:** 05/07/2024
Session

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

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

Agenda Item Description or Legislation Title

* Secure Cyber Defense - IT Department

Purpose and Background

City Administration seeks to increase the not to exceed amount for Secure Cyber Defense by \$250,000. This increase is to account for the services of Interim IT Director as well as unanticipated costs related to securing the Huber Heights water plant against future cyberattacks.

Fiscal Impact

Source of Funds: General Fund

Cost: \$250,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Requires a supplemental appropriation of \$250,000.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

TO INCREASE THE NOT TO EXCEED AMOUNT FOR SECURE CYBER DEFENSE FOR ADDITIONAL INFORMATION TECHNOLOGY (IT) SERVICES FOR THE CITY IN CALENDAR YEAR 2024.

WHEREAS, Secure Cyber Defense has previously provided cybersecurity and network infrastructure services to the City; and

WHEREAS, the City has identified a number of unexpected IT and cybersecurity expenses; and

WHEREAS, the City Charter requires that the City Council approve all work performed by a single vendor in excess of \$75,000.00 in any given year.

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

Section 1. The City Manager is hereby authorized to increase the not to exceed amount for SHI International by \$250,000.00 for a new total of \$700,000.00 to cover all additional expenses throughout Calendar Year 2024 as needed.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION.

Clerk of Council

Mayor

Date

Date

AI-10053

Topics of Discussion N.

Council Work Session

Meeting Date: 05/07/2024

Increase Not To Exceed Amount - SHI International - IT Department

Submitted By: Richard Dzik

Department: City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 05/07/2024

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

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

Agenda Item Description or Legislation Title

* SHI International - IT Department

Purpose and Background

City Administration requests an increase in the not to exceed amount for SHI International for software and licensing services that were unanticipated at the beginning of 2024. The additional cost is estimated at \$25,000.

Fiscal Impact

Source of Funds: General Fund

Cost: \$25,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Requires supplemental appropriation of \$25,000 to IT budget.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

TO INCREASE THE NOT TO EXCEED AMOUNT FOR SHI INTERNATIONAL FOR ADDITIONAL SOFTWARE SERVICES FOR THE INFORMATION TECHNOLOGY (IT) DEPARTMENT IN CALENDAR YEAR 2024.

WHEREAS, SHI International has previously provided software services and licensing to the City; and

WHEREAS, the City has identified a number of unexpected software licensing expenses; and

WHEREAS, the City Charter requires that the City Council approve all work performed by a single vendor in excess of \$75,000.00 in any given year.

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

Section 1. The City Manager is hereby authorized to increase the not to exceed amount for SHI International by \$25,000.00 for a new total of \$125,000.00 to cover all additional expenses throughout Calendar Year 2024 as needed.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10056

Topics of Discussion O.

Council Work Session

Meeting Date: 05/07/2024

Increase Not To Exceed Amount - Energy Solutions Group - Public Works Division

Submitted By: Jim Bell

Department: City Manager

Division: Finance/Tax

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

* Energy Solutions Group - Public Works Division

Purpose and Background

Due to the expiration of the previous contract for management of the HVAC maintenance services for the City of Huber Heights, the Public Works Division seeks authorization to increase the not to exceed amount for Energy Solutions Group for a three-year contract for \$346,000.

Fiscal Impact

Source of Funds: General Fund

Cost: \$346,000

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

TO INCREASE THE NOT TO EXCEED AMOUNT FOR ENERGY SOLUTIONS GROUP TO
MANAGE THE HVAC MAINTENANCE CONTRACT ON BEHALF OF THE CITY OF
HUBER HEIGHTS IN CALENDAR YEAR 2024.

WHEREAS, Energy Solutions Group has previously managed the HVAC maintenance contract
for the City; and

WHEREAS, the previous three-year contract with Energy Solutions Group needs to be renewed;
and

WHEREAS, the City Charter requires that the City Council approve all work performed by a
single vendor in excess of \$75,000.00 in any given year.

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

Section 1. The City Manager is hereby authorized to increase the not to exceed amount for
Energy Solutions Group to a new total of \$346,000.00 to cover expenses throughout Calendar
Year 2024 as needed.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10042

Topics of Discussion P.

Council Work Session

Meeting Date: 05/07/2024

Case TA 23-26 - City Of Huber Heights - Text Amendment - Self-Storage Facilities

Submitted By: Geri Hoskins

Department: Assistant City Manager

Division: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: SmartBoard

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Case TA 23-26 - City Of Huber Heights - Text Amendment - Self-Storage Facilities

Purpose and Background

The applicant, the City of Huber Heights, is requesting approval of a text amendment to certain sections of Part Eleven - Planning and Zoning Code, Chapters 1123, 1135, 1156, and 1177 of the Huber Heights Codified Ordinances.

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

Minutes

Ordinance

Memorandum

Staff Report for Meeting of November 14, 2023

To: Huber Heights City Planning Commission
From: Aaron K. Sorrell, City Planner
Date: November 9, 2023
Subject: TA 23-26 Self-Storage Zoning Text Amendment

Department of Planning and Zoning

City of Huber Heights

APPLICANT/OWNER:	City of Huber Heights
DEVELOPMENT NAME:	N/A
ADDRESS/LOCATION:	Text Amendment for Self-Storage Facilities
ZONING/ACREAGE:	N/A
EXISTING LAND USE:	N/A
ZONING ADJACENT LAND:	N/A
REQUEST:	The city is proposing a zoning text amendment impacting future self-storage facility development in the city.
ORIGINAL APPROVAL:	N/A
APPLICABLE HHCC:	Chapter 1156 & 1157
CORRESPONDENCE:	In Favor – None Received In Opposition – None Received

STAFF ANALYSIS AND RECOMMENDATION:

Overview

From time to time the zoning text should be reviewed for necessary amendments due to changing development and design values, updated laws and policies, and/or to ease administration or lessen regulatory burden. The amendment suggested below is due in part from discussions with the City Council, Planning Commission and staff review of the code. The planning commission is making a recommendation to the City Council on whether these proposed amendments should be adopted.

Self-Storage Facilities

Self-Storage Facilities have been a topic of discussion both in Huber Heights and surrounding jurisdictions due to the recent acceleration in their development. While these facilities provide a service to residents, they generate little employment opportunities and income tax. The City Council imposed a moratorium on new self-storage facilities, which expires at the end of the year.

In the previous round of text amendments, we refined the definition to be consistent with the Ohio Revised Code. We also restricted new self-storage facilities to the I-1, I-2, and PI districts. Indoor self-storage facilities are a Special Use that may be approved by the Planning Commission as a reuse of a vacant building.

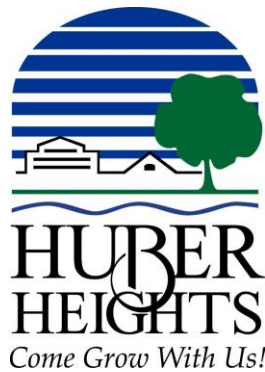
Suggested Text Amendment: Further restrict self-storage facilities (Section 1156 & 1157).

Staff recommends further restrictions of self-storage facilities by making them a Special Use rather than principally permitted and adding the following text in the I-1 and I-2 Districts:

“Special Use: Self-storage facilities. Existing self-storage facilities are permitted to expand within the boundaries of the site limits as existing on the date of this amendment subject to site plan review by the Planning Commission. No new self-storage facilities shall be permitted.”

Planning Commission Action

The planning commission may make any changes to the recommended text amendment.



Planning Commission Decision Record

WHEREAS, on September 11, 2023, the applicant, The City of Huber Heights, requested approval of a Text Amendment impacting future self storage facility development in the city (Case TA 23-26), and;

WHEREAS, on November 14, 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.

Ms. Thomas moved to approve the request by the applicant, The City of Huber Heights, for approval of a Text Amendment. (Case TA 23-26), in accordance with the recommendation of Staff's Memorandum dated November 9, 2023, with the following conditions:

1. Approve as submitted.

Seconded by Mr. Cassity. Roll call showed: YEAS: Mr. Jeffries, Mr. Cassity, Ms. Vargo, and Ms. Thomas. NAYS: None. Motion to recommend approval carried 4-0.

Terry Walton, Chair
Planning Commission

Date

**Planning Commission
November 14, 2023, Meeting
City of Huber Heights**

I. Vice chair Jan Vargo called the meeting to order at approximately 6:00 pm.

II. Present at the meeting: David Cassity, Jim Jeffries, Cheryl Thomas, Jan Vargo.

Members absent: Terry Walton, excused.

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

Ms. Vargo 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

None.

VII. New Business

1. REPLAT – The applicant, SKILKEN GOLD REAL ESTATE, is requesting approval of a Record Plan that will create a 2.9-acre lot and dedicate approximately 0.7 acres of additional public right of way. Property is located at 8245 Brandt Pike (RP 23-22).

Alison Purdon – Sheetz closing on 11/21/23

Action

Mr. Cassity moved to approve the request by the applicant SKILKEN GOLD REAL ESTATE, for approval of a Record Plan (RP 23-22) in accordance with the recommendation of Staff's Memorandum dated November 8, 2023, and the Planning Commission Decision Record attached thereto.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Ms. Thomas, Mr. Jeffries, Mr. Cassity, and Ms. Vargo. NAYS: None. Motion to approve carried 4-0.

2. REPLAT – The applicant, METROPLITAN HOLDINGS, LTD, is requesting approval of a Lot Split to create the residential parcel and a commercial parcel. Property is located at 6801 Executive Blvd. (RP 23-28).

Action

Ms. Thomas moved to approve the request by the applicant METROPOLITAN HOLDINGS, LTD, for approval of a Lot Split (RP 23-28) in accordance with the recommendation of Staff's Memorandum dated November 8, 2023, and the Planning Commission Decision Record attached thereto.

Seconded by Mr. Cassity. Roll call showed: YEAS: Ms. Thomas, Mr. Jeffries, Mr. Cassity, and Ms. Vargo.
NAYS: None. Motion to approve carried 4-0.

3. LOT SPLIT – The applicant, ROSS CHILDERS (FOR KCR LAKES), is requesting approval of a Lot Split to create two parcels. Property is located at the SE & NE corner of Route 4 and Chambersburg Road (LS 23-27).

Conversation about not changing conservation zone.

Action

Mr. Jeffries moved to approve the request by the applicant, ROSS CHILDERS, for approval of a Lot Split (LS 23-27) in accordance with the recommendation of Staff's Memorandum dated November 7, 2023, and the Planning Commission Decision Record attached thereto.

Seconded by Ms. Thomas. Roll call showed: YEAS: Ms. Thomas, Mr. Jeffries, Mr. Cassity, and Ms. Vargo.
NAYS: None. Motion to approve carried 4-0.

4. TEXT AMENDMENT – The applicant, THE CITY OF HUBER HEIGHTS, is proposing a zoning text amendment impacting future self-storage facility development in the city (TZ 23-26).

Action

Ms. Thomas moved to approve the request by the applicant, THE CITY OF HUBER HEIGHTS, for proposing a zoning text amendment impacting future self-storage facility development in the city (TA 23-26) in accordance with the recommendation of Staff's Memorandum dated November 9, 2023, and the Planning Commission Decision Record attached thereto.

Seconded by Mr. Cassity. Roll call showed: YEAS: Ms. Thomas, Mr. Jeffries, Mr. Cassity, and Ms. Vargo.
NAYS: None. Motion to approve carried 4-0.

VII. Additional Business

1. DETAILED DEVELOPMENT PLAN – The applicant, FLYING ACE CAR WASH, is requesting approval of the final traffic circulation plan. Property is located at 7730 Brandt Pike (DDP 23-21).

Discussion on the landscaping, signage, paint on pavement, and gate.

Action

Mr. Jeffries moved to approve the request by the applicant, FLYING ACE CAR WASH, for approval of the final traffic circulation plan. Property is located at 7730 Brandt Pike (DDP 23-21) in accordance with the

recommendation of Staff's Memorandum dated November 9, 2023, and the Planning Commission Decision Record attached thereto.

Seconded by Mr. Cassity. Roll call showed: YEAS: Ms. Thomas, Mr. Jeffries, Mr. Cassity, and Ms. Vargo. NAYS: None. Motion to approve carried 4-0.

IX. Approval of the Minutes

Without objection, the minutes of the October 10, 2023, Planning Commission meeting are approved.

X. Reports and Calendar Review

12/12/23

XI. Upcoming Meetings

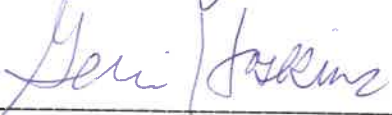
1/8/2024

XII. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at approximately 6:56 pm.



Jan Vargo, Vice Chair



Geri Hoskins, Administrative Sec

12/12/23
Date

12/12/23
Date

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

AMENDING CERTAIN SECTIONS OF PART ELEVEN, PLANNING AND ZONING CODE, OF THE CITY CODE OF HUBER HEIGHTS REGARDING SELF-STORAGE FACILITIES.

WHEREAS, the citizens of Huber Heights require City codified ordinances that are current, up to date, and reflect the current practices and processes of the City; and

WHEREAS, the City Council directed the Planning Commission to review and update regulations related to self-storage facilities; and

WHEREAS, the Planning Commission has identified provisions within the Planning and Zoning Code that require updating or other changes; and

WHEREAS, the City Council has determined that revisions in Chapters 1123, 1135, 1156, and 1177 are necessary to enhance the effective and efficient delivery of municipal services.

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

Section 1. Part Eleven, Planning and Zoning, Chapter 1123 – Definitions, Section 1123.9302 – Self-Storage Facilities, Indoor is hereby created to read as follows:

1123.9302 Self-storage facilities, indoor.

Self-storage facilities whereby the storage units are located within a building and the individual storage units are accessed from within said building.

Section 2. Part Eleven, Planning and Zoning, Chapter 1135 – Special Uses, Section 1135C – Self-Storage Facilities is hereby created to read as follows:

1135C Self-Storage Facilities

1135C.1 Development Standards

The following development standards shall apply, in addition to the applicable zoning district development requirements.

- (a) No new self-storage facilities shall be permitted.
- (b) Existing self-storage facilities are permitted to expand within the boundaries of the site limits as existing on the date of this amendment, subject to the requirements of this section.
- (c) No unit access doors shall face any adjacent residentially zoned district.

Section 3. Part Eleven, Planning and Zoning, Chapter 1156 – (I-1) Light Industrial and Mixed Use District, Section 1156.02 - Uses is hereby amended to read as follows:

1156.02(a) Permitted Uses.

~~(15) — Self-storage facilities.~~

1156.02(c) Special Uses

(15) Self-storage facilities.

Section 4. Part Eleven, Planning and Zoning, Chapter 1177 – (PI) Planned Industrial District, Section 1175.05 – Special Uses is hereby amended to read as follows:

1175.05 Special uses.

(b) Self-storage facilities.

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

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10006

Topics of Discussion **Q.**

Council Work Session

Meeting Date: 05/07/2024

Case BDP 24-07 - City Of Huber Heights - Basic Development Plan - City Governance Center

Submitted By: Geri Hoskins

Department: Assistant City Manager

Division: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: SmartBoard

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Case BDP 24-07 - City Of Huber Heights - Basic Development Plan - City Governance Center

Purpose and Background

The applicant, the City of Huber Heights, is requesting approval of a Basic Development Plan in a Planned Mixed Use District (PM) for a new 17,725 square foot City Governance Center (Case BDP 24-07).

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Drawings

Staff Report

Decision Record

Minutes

Ordinance

2/28/2024 11:41:41 AM

Autodesk Docs://Huber Heights Governance-Senior Center/23618.00 HH Governance & Senior Center - R23 - ARCH - Central.rvt

CITY OF HUBER HEIGHTS

HUBER HEIGHTS GOVERNANCE & SENIOR CENTER

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424

2024.02.26

COMMISSION # 23618.00

PERMIT SET

PROGRESS DRAWINGS
NOT FOR CONSTRUCTION

GENERAL CONTRACTOR:

STRUCTURAL:



GOP LIMITED
WAYCROSS CENTER NORTH 431 OHIO PIKE, SUITE
100N, CINCINNATI, OHIO 45255
(513) 621-7073

PME:



L2 ENGINEERING
7949 WASHINGTON WOODS DRIVE, DAYTON,
OHIO 45459
(937) 361-6731

CIVIL:



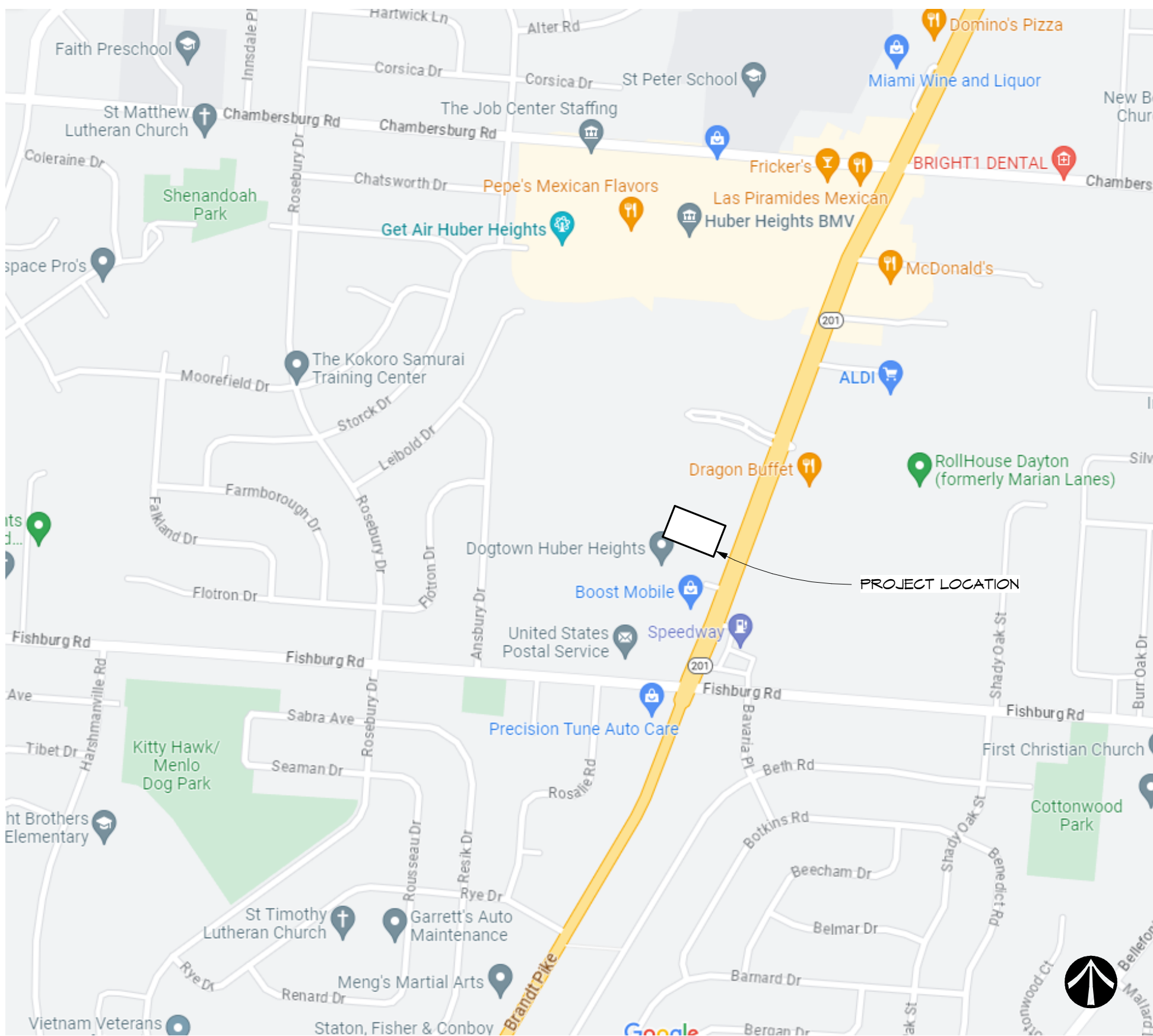
BURKHARDT ENGINEERING
28 NORTH CHERRY STREET, GERMANTOWN,
OHIO 45327
(937) 388-0060

LANDSCAPE:

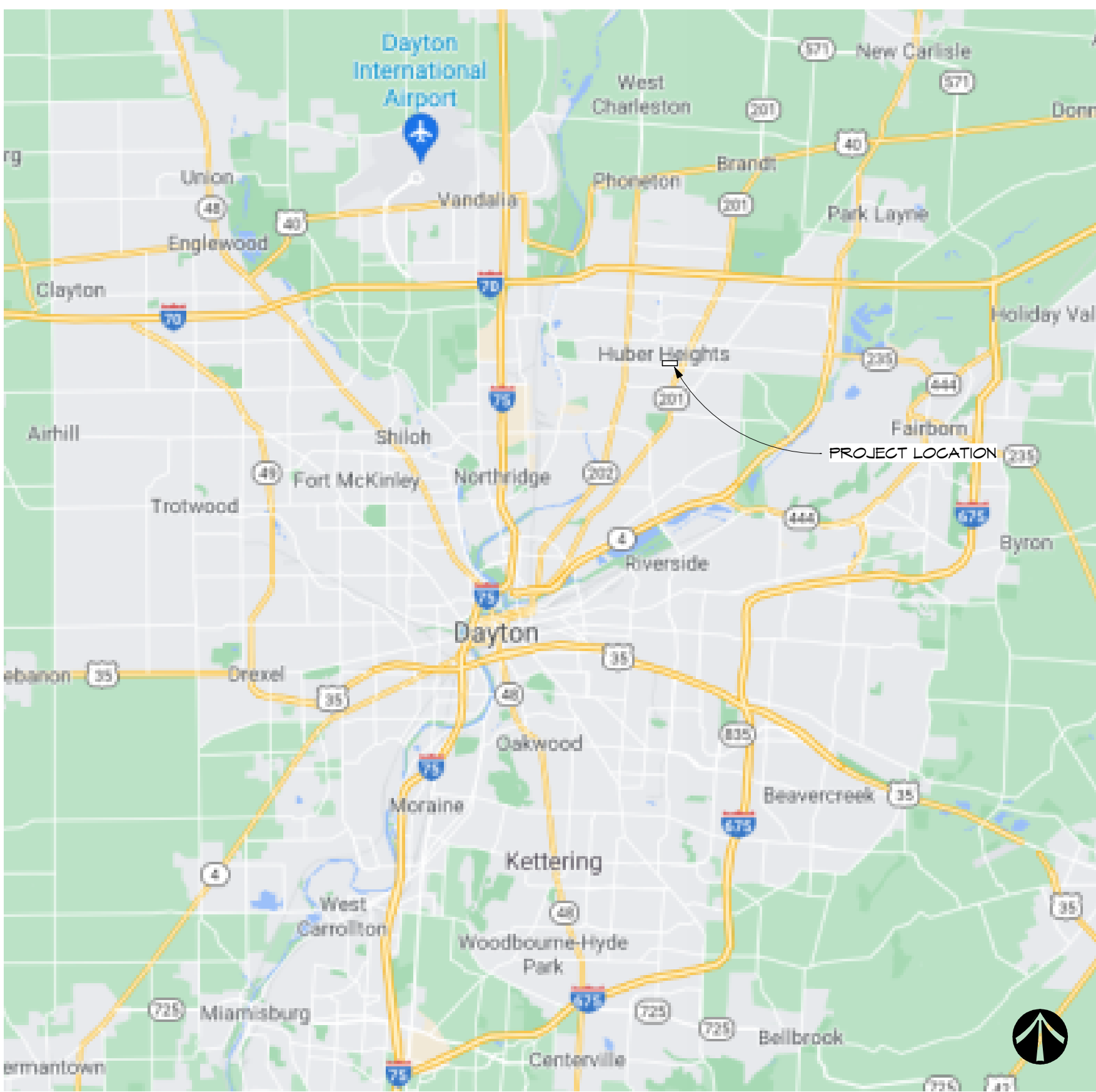
LANDSCAPE ARCHITECT:
YELLOW SPRINGS DESIGN
PO Box 472 205 PARK MEADOWS DR.
YELLOW SPRINGS, OHIO 45387
VOICE/ FAX 937.767.8199
yellowspringsdesign@bizwoh.rr.com

YELLOW SPRINGS DESIGN
LANDSCAPE ARCHITECT
830 XENIA AVENUE, YELLOW SPRINGS, OHIO 45387
(937) 767-8199

CONSULTANT:



1 LOCATION PLAN



2 VICINITY MAP

DRAWING INDEX	
SHEET NO.	SHEET NAME
1-TITLE SHEET	T001
2-GENERAL	GENERAL LEGEND, ABBREVIATIONS, & NOTES
3-CIVIL	OVERALL ARCHITECTURAL SITE PLAN
4-STRUCTURAL	GENERAL NOTES, DESIGN LOADS & ABBREVIATIONS
5-MECHANICAL	HVAC LEGEND AND GENERAL NOTES
6-ELECTRICAL	ELECTRICAL EQUIPMENT AND LIGHTING SCHEDULE
7-ELECTRICAL	SITE ELECTRICAL PLAN
8-ELECTRICAL	ELECTRICAL LIGHTING PLAN - FIRST FLOOR
9-ELECTRICAL	ELECTRICAL POWER PLAN - FIRST FLOOR
10-ELECTRICAL	ELECTRICAL POWER PLAN - ROOF
11-ELECTRICAL	ELECTRICAL SYSTEMS PLAN - FIRST FLOOR
12-ELECTRICAL	ELECTRICAL SYSTEMS PLAN - ROOF
13-ELECTRICAL	ELECTRICAL DETAILS
14-ELECTRICAL	ELECTRICAL DETAILS
15-ELECTRICAL	ELECTRICAL DETAILS
16-ELECTRICAL	ELECTRICAL DETAILS
17-ELECTRICAL	ELECTRICAL DETAILS
18-ELECTRICAL	ELECTRICAL DETAILS
19-ELECTRICAL	ELECTRICAL DETAILS
20-ELECTRICAL	ELECTRICAL DETAILS
21-ELECTRICAL	ELECTRICAL DETAILS
22-ELECTRICAL	ELECTRICAL DETAILS
23-ELECTRICAL	ELECTRICAL DETAILS

DRAWING INDEX	
SHEET NO.	SHEET NAME
1-TITLE SHEET	T001
2-GENERAL	GENERAL LEGEND, ABBREVIATIONS, & NOTES
3-CIVIL	OVERALL ARCHITECTURAL SITE PLAN
4-STRUCTURAL	GENERAL NOTES, DESIGN LOADS & ABBREVIATIONS
5-MECHANICAL	HVAC LEGEND AND GENERAL NOTES
6-ELECTRICAL	ELECTRICAL EQUIPMENT AND LIGHTING SCHEDULE
7-ELECTRICAL	SITE ELECTRICAL PLAN
8-ELECTRICAL	ELECTRICAL LIGHTING PLAN - FIRST FLOOR
9-ELECTRICAL	ELECTRICAL POWER PLAN - FIRST FLOOR
10-ELECTRICAL	ELECTRICAL POWER PLAN - ROOF
11-ELECTRICAL	ELECTRICAL SYSTEMS PLAN - FIRST FLOOR
12-ELECTRICAL	ELECTRICAL SYSTEMS PLAN - ROOF
13-ELECTRICAL	ELECTRICAL DETAILS
14-ELECTRICAL	ELECTRICAL DETAILS
15-ELECTRICAL	ELECTRICAL DETAILS
16-ELECTRICAL	ELECTRICAL DETAILS
17-ELECTRICAL	ELECTRICAL DETAILS
18-ELECTRICAL	ELECTRICAL DETAILS
19-ELECTRICAL	ELECTRICAL DETAILS
20-ELECTRICAL	ELECTRICAL DETAILS
21-ELECTRICAL	ELECTRICAL DETAILS
22-ELECTRICAL	ELECTRICAL DETAILS
23-ELECTRICAL	ELECTRICAL DETAILS

No.	Revisions / Submissions	Date
1	SCHEMATIC DESIGN REVIEW	2023.08.29
2	DESIGN DEVELOPMENT REVIEW	2023.11.01
3	DESIGN DEVELOPMENT SUBMISSION	2023.11.21
4	PERMIT SET	2024.02.26

LWC
INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

HUBER HEIGHTS GOVERNANCE & SENIOR CENTER

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424

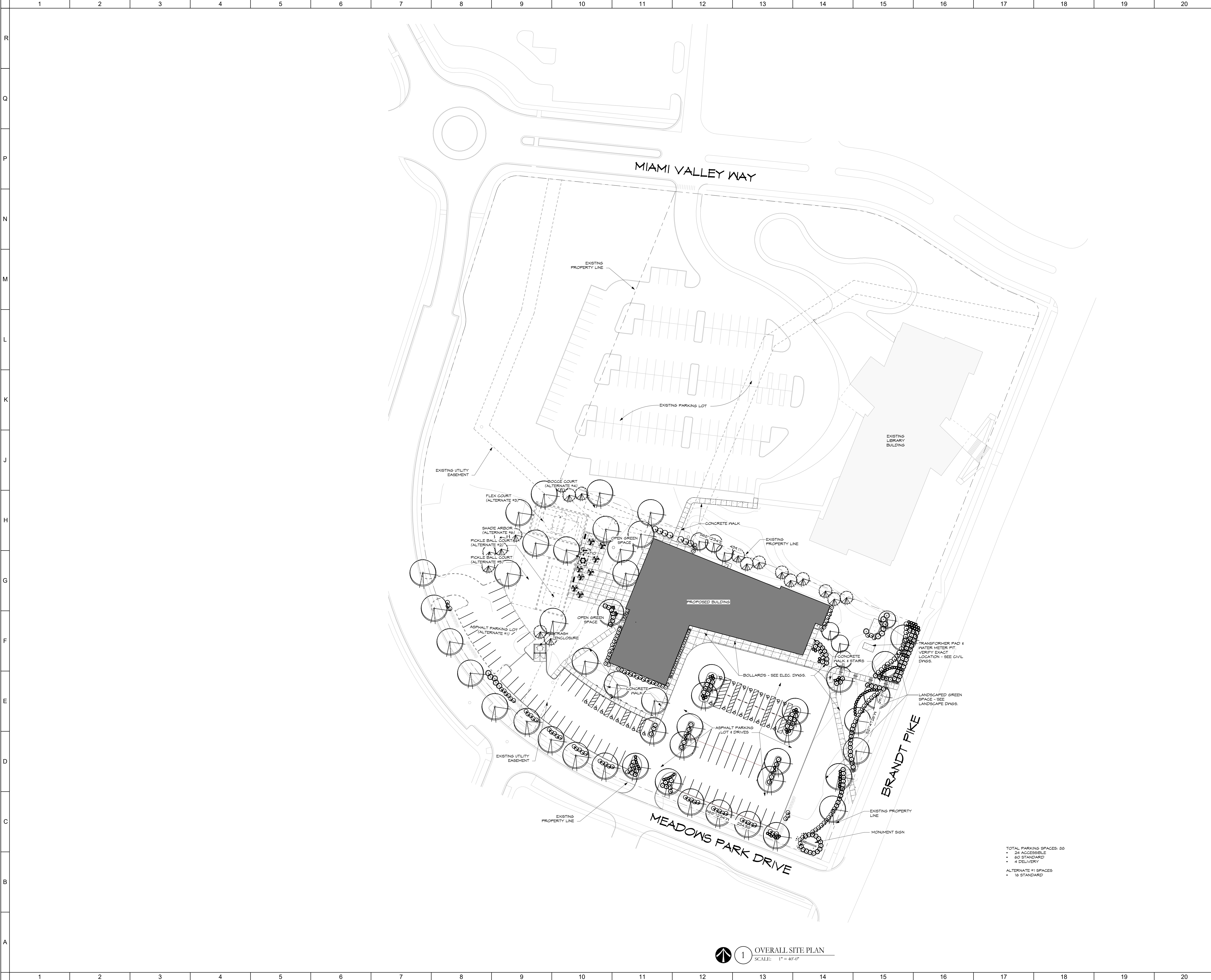
TITLE SHEET

Comm. No.	23618.00	Date	2024.02.26
Drawn	SLT	Drawing No.	T001
Checked	DW		

JOHN C. FABELLO
LICENSE #11799, EXPIRES: 12/31/24

© 2024 LWC INCORPORATED

2/28/2024 11:42:23 AM
Autodesk Docs\\Huber Heights Governance-Senior Center\\23618.00 HH Governance & Senior Center - R23 - ARCH_Central.rvt



1 OVERALL SITE PLAN
SCALE: 1" = 40'-0"

○ SHEET NOTES:

GENERAL NOTES:

- A. REFER TO CIVIL, LANDSCAPE, AND MEP PLANS FOR ADDITIONAL DETAIL.
- B. COORDINATE WITH ARCHITECT THE FINAL LOCATION AND QUANTITY OF ALL LIGHTING POLES AND BOLLARDS PRIOR TO INSTALL.
- C. COORDINATE ALL SIDEWALK BANG-UP LAYOUT AND SPACING WITH ARCHITECT PRIOR TO INSTALL.
- D. REFER TO CIVIL DRAWINGS FOR LOCATION OF TRASH ENCLOSURE ON THE SITE.
- E. CONTRACTOR TO ERECT ON-SITE MOCK-UPS OF ALL MASONRY FOR REVIEW AND APPROVAL BY OWNER AND ARCHITECT PRIOR TO ORDERING MATERIALS FOR FULL PROJECT.
BRICK PANELS: 4' x 4' MINIMUM SIZE

No.	Revisions / Submissions	Date
1	SCHEMATIC DESIGN REVIEW	2023.08.29
2	DESIGN DEVELOPMENT REVIEW	2023.11.01
3	DESIGN DEVELOPMENT SUBMISSION	2023.11.21
4	PERMIT SET	2024.02.26



LWC
INCORPORATED

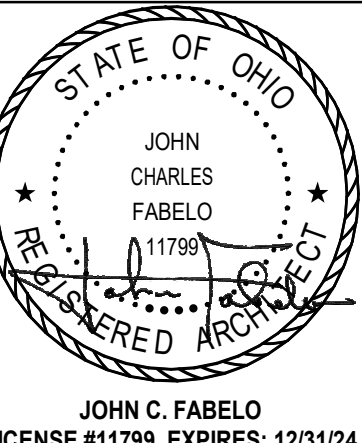
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

HUBER HEIGHTS GOVERNANCE
& SENIOR CENTER

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424

OVERALL ARCHITECTURAL SITE PLAN



Comm. No.	23618.00	Date	2024.02.26
Drawn	NKG/SLT	Drawing No.	AS101
Checked	DW		

JOHN C. FABELO
LICENSE #11799, EXPIRES: 12/31/24

© 2024 LWC INCORPORATED

A cross-sectional diagram of a concrete curb and gutter assembly. The diagram shows a concrete curb on the left, a concrete gutter in the center, and a concrete base on the right. The curb is labeled '4" THICK REINF. CONCRETE WALK (SEE SPECS.)'. The gutter is labeled '4" THICK COMPACTED AGGREGATE SUB-BASE'. The base is labeled 'EASED EDGE (TYPICAL)'. The top surface of the curb and gutter is labeled 'FINISH GRADE'.

14'-0"

1'-0" 2'-0" 2'-0" 4'-0" 2'-0" 2'-0"

10'-0"

AS1011

AS1013

AS1012

12'-0" CLEAR

6'-0"x3'-15" SQUARE STEEL TUBE GATE POST (PAINT)

6" TH CONCRETE APRON SLAB IV PAVK OVER 4" GRANULAR FILL

SLOPE @ 1/4" 1'-0"

Architectural cross-section drawing of a brick chimney with a concrete base and stone cap. The drawing shows the chimney structure from the foundation to the top. Key features include a 5'-0" footer, a 1'-2" expansion joint, and a cast stone wall cap. Callouts provide details on materials, dimensions, and construction notes.

- EL. 106'-0" T.O. BRICK
- CAST STONE WALL CAP - SLOPE TO DRAIN
- RAKE TOP OF HEAD JOINTS & FILL W/ BACKER ROD & SEALANT
- CMU BOND BEAM W/ TOP 1" EBM, 15' CONTN.
- 6" CMU GROUTED SOLID - PAINT EXPOSED SURFACE
- BRICK VENEER W/ STAINLESS STEEL BRICK TIES - SEE ELEVATIONS FOR BRICK TYPES & COLOR
- 6" DIA. X 4'-0" H. CONCRETE FILLED SCHWEDLE 40 STEEL PIPE BOLLARDS - PAINT SAFETY YELLOW
- 15' BENT BARS CENTERED VERTICALLY @ 4'-0" O.C. (E.A. FACE) @ 6" HOOK
- 6" CONCRETE SLAB W/ 14MM OVER 4" GRANULAR FILL
- 1'-2" EXPANSION JOINT
- SEE CIVL DPGS FOR FINISH GRADE
- 12" CMU GROUT SOLID. SEE STRUCT. FOR REINFORCEMENT.
- 3'-6" X 12" CONCRETE FOOTING W/ (3) 15S CONTN. @ 15 @ 15" C/C TRANSVERSE
- EL. 97'-0" B.O. FOOTER

LEGEND

EL.	QUAN.	REMARKS
122G	8	REG'D AT ALL TABLE AND SEAT ENSEMBLES NOT UNDERNEATH SHADE ARBOR ALTERNATE
123A	4	REQUIRES UMBRELLA HOLE AND SLEEVE
123B	6	REQUIRES UMBRELLA HOLE AND SLEEVE
123C	2	REQUIRES UMBRELLA HOLE AND SLEEVE

TOTAL PARKING SPACES: 80

- 24 ACCESSIBLE
- 60 STANDARD
- 4 DELIVERY

ALTERNATE #1 SPACES

- 16 STANDARD

ENLARGED SITE PLAN
SCALE: 1" = 20'-0"

[illegible]

- CAST STONE WALL CAP
- BRICK VENEER - MATCH
- TYPICAL BRICK DETAILS ON BUILDING
- (3) HINGES PER GATE - MIN. 3/16" STEEL WELDED TO ANCHOR POST
- 6"x6"x1/8" SQUARE STEEL TUBE GATE POST (PAINT)
- 2" SQ. GALVANIZED TUBE STEEL TRASH ENCLOSURE GATE FRAMES
- 5/4"x6" VERTICAL SOLID SQUARE ADVISOR BOARD - TIMBERITE® ADVISOR PVC CAPPIE POLYURETHANE DECOR. COASTLINE OR EQUAL
- 3/4" x 2-0" L. GALV. GATE BOLTS

CAST STONE WALL CAP

BRICK VENEER - MATCH TYPICAL BRICK DETAILS ON BUILDING

B-1

EL. 108'-0"

T.O. BRICK

B-2

EL. 100'-0"

T.O. SLAB

The drawing shows a cross-section of a brick wall. The top portion is labeled 'CAST STONE WALL CAP' and contains a circular callout 'B-1'. Below this is 'BRICK VENEER' with a note to 'MATCH TYPICAL BRICK DETAILS ON BUILDING'. The wall sits on a 'T.O. SLAB' (Top of Slab) at 'EL. 100'-0"', indicated by a circular callout 'B-2'. The top of the brick veneer is at 'EL. 108'-0"', labeled 'T.O. BRICK'. A dashed line indicates the continuation of the wall below the slab.

NO.	DESCRIPTION
1	GAS METER
2	WATER METER PIT
3	PAD MOUNTED TRANSFORMER
4	ACCESSIBLE PARKING SPACE
5	TRASH PAD AND ENCLOSURE, REFER TO DETAILS
6	LIGHT BOLLARDS
7	BENCH SEATING
8	BIKE RACK

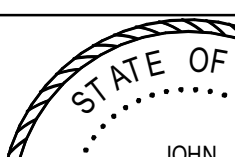
- A. REFER TO CIVIL, LANDSCAPE, AND MEP PLANS FOR ADDITIONAL DETAIL.
- B. COORDINATE WITH ARCHITECT THE FINAL LOCATION AND QUANTITY OF ALL LIGHTING POLES AND BOLLARDS PRIOR TO INSTALL.
- C. COORDINATE ALL SIDEWALK SAVINGS LAYOUT AND SPACING WITH ARCHITECT PRIOR TO INSTALL.
- D. REFER TO CIVIL DRAWINGS FOR LOCATION OF TRASH ENCLOSURE ON THE SITE.
- E. CONTRACTOR TO ERECT ON-SITE MOCK-UPS OF ALL MASONRY FOR REVIEW AND APPROVAL BY OWNER AND ARCHITECT PRIOR TO ORDERING MATERIALS FOR FULL PROJECT.

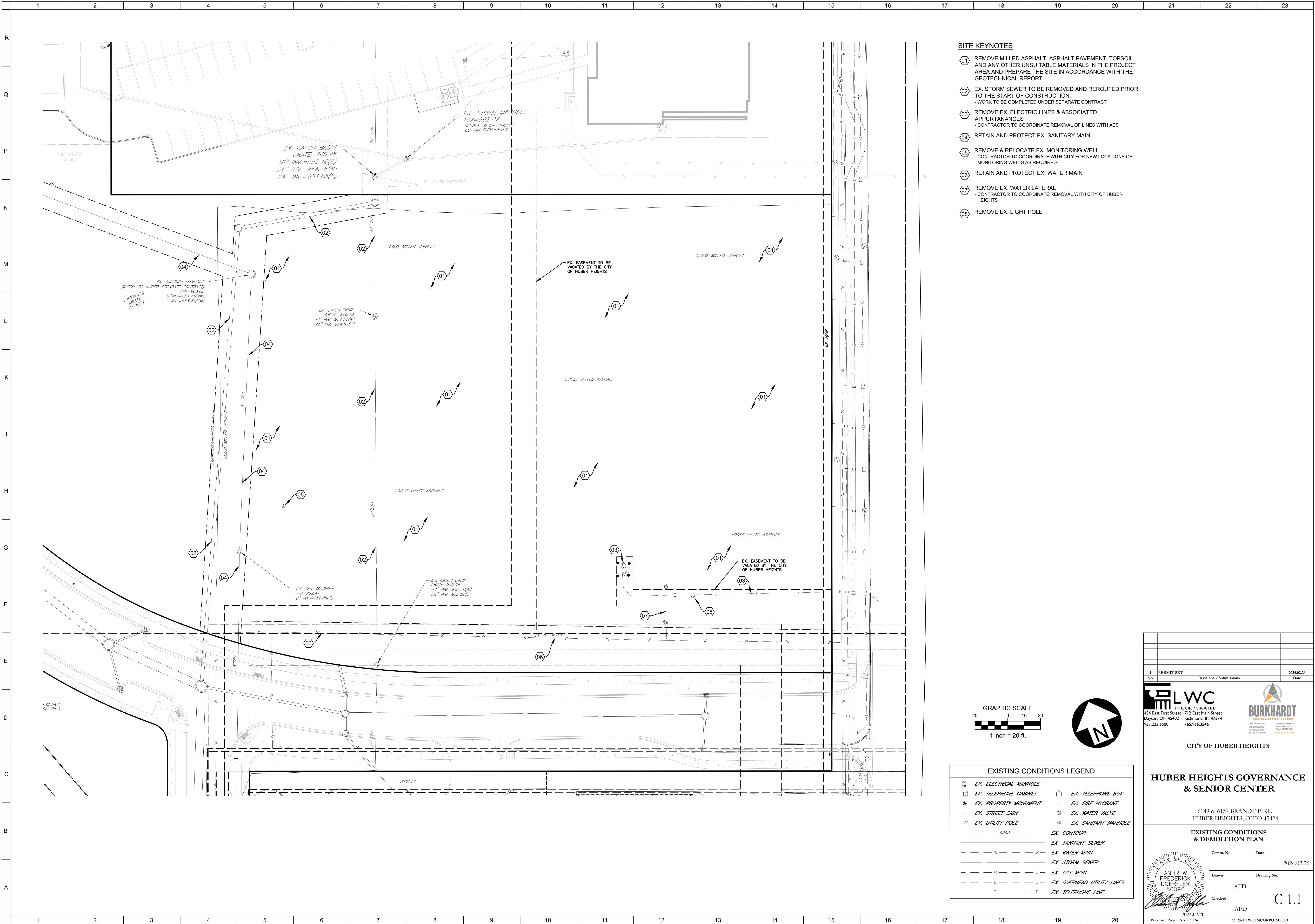
BRICK PANELS: 4' x 4' MINIMUM SIZE


LWC
 INCORPORATED
 434 East First Street Dayton, OH 45402 937.223.6500
 712 East Main Street Richmond, IN 47374 765.966.3546

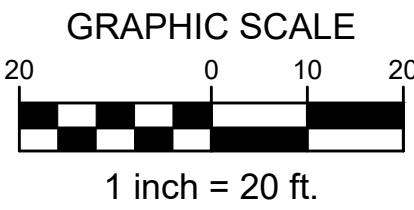
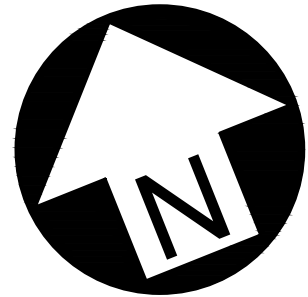
**HUBER HEIGHTS GOVERNANCE
& SENIOR CENTER**

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424

 <p>JOHN C. FABELO LICENSE #11790, EXPIRES: 12/31/24</p>	Comm. No.	23618.00	Date	2024.02.26
	Drawn	Drawing No.		
	Checked	AS101.1		
	DW			
© 2024 LWC INCORPORATED				

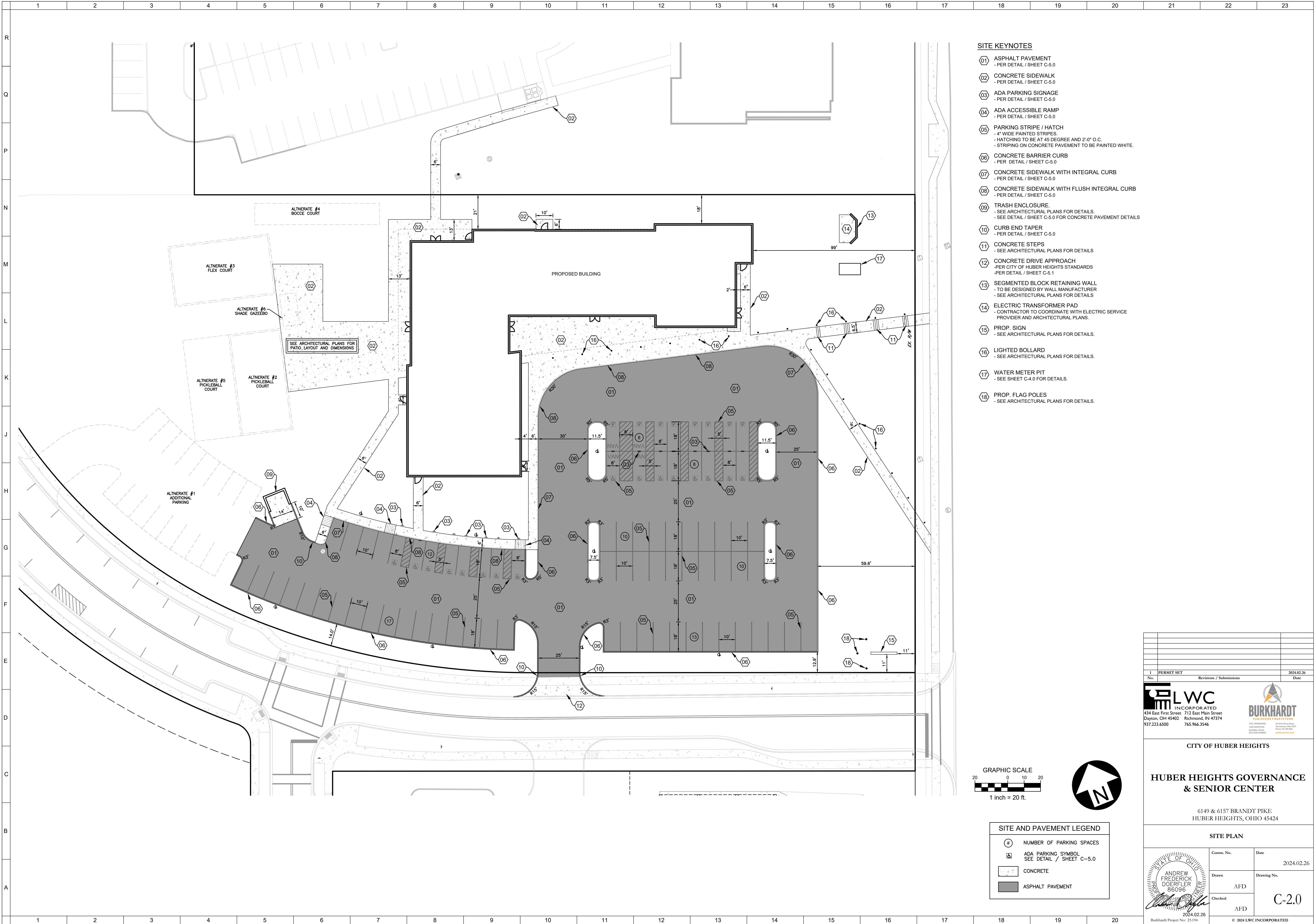


- SITE KEYNOTES**
- 01 REMOVE MILLED ASPHALT, ASPHALT PAVEMENT, TOPSOIL, AND ANY OTHER UNSUITABLE MATERIALS IN THE PROJECT AREA AND PREPARE THE SITE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
 - 02 EX. STORM SEWER TO BE REMOVED AND REROUTED PRIOR TO THE START OF CONSTRUCTION.
- WORK TO BE COMPLETED UNDER SEPARATE CONTRACT
 - 03 REMOVE EX. ELECTRIC LINES & ASSOCIATED APPURTANANCES
- CONTRACTOR TO COORDINATE REMOVAL OF LINES WITH AES
 - 04 RETAIN AND PROTECT EX. SANITARY MAIN
 - 05 REMOVE & RELOCATE EX. MONITORING WELL
- CONTRACTOR TO COORDINATE WITH CITY FOR NEW LOCATIONS OF MONITORING WELLS AS REQUIRED.
 - 06 RETAIN AND PROTECT EX. WATER MAIN
 - 07 REMOVE EX. WATER LATERAL
- CONTRACTOR TO COORDINATE REMOVAL WITH CITY OF HUBER HEIGHTS
 - 08 REMOVE EX. LIGHT POLE

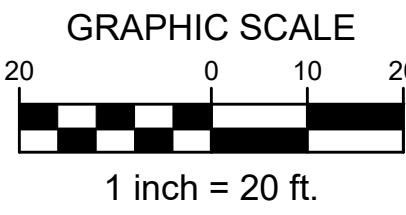


EXISTING CONDITIONS LEGEND			
	EX. ELECTRICAL MANHOLE		EX. TELEPHONE BOX
	EX. TELEPHONE CABINET		EX. FIRE HYDRANT
	EX. PROPERTY MONUMENT		EX. WATER VALVE
	EX. STREET SIGN		EX. SANITARY MANHOLE
	EX. UTILITY POLE		EX. CONTOUR
	EX. SANITARY SEWER		EX. WATER MAIN
	EX. STORM SEWER		EX. GAS MAIN
	EX. OVERHEAD UTILITY LINES		EX. TELEPHONE LINE

1 PERMIT SET		2024.02.26
No.	Revisions / Submissions	Date
<div><div>LWC INCORPORATED 434 East First Street Dayton, OH 45402 937.233.6500</div><div>BURKHARDT ENGINEERS • SURVEYORS 28 East Main Street Richmond, IN 47374 765.966.3546</div></div>		
CITY OF HUBER HEIGHTS		
HUBER HEIGHTS GOVERNANCE & SENIOR CENTER		
6149 & 6157 BRANDT PIKE HUBER HEIGHTS, OHIO 45424		
EXISTING CONDITIONS & DEMOLITION PLAN		
Comm. No.	Date	C-1.1
2024.02.26	2024.02.26	
Drawn	AFD	
Checked	AFD	
Burkhardt Project No: 23.194		
© 2024 LWC INCORPORATED		

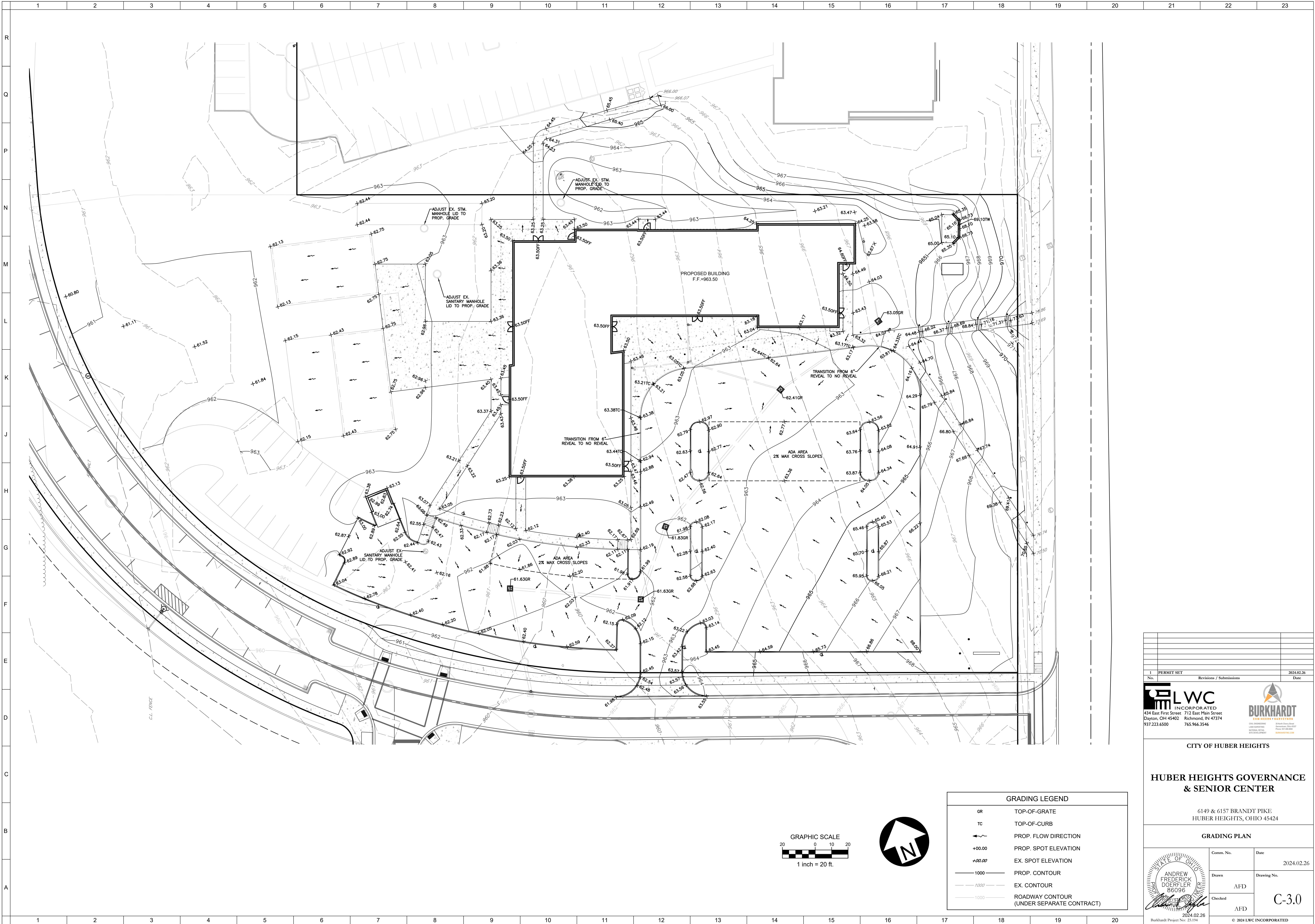
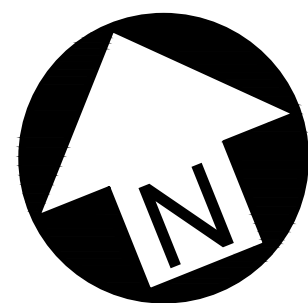


- SITE KEYNOTES**
- 01 ASPHALT PAVEMENT
- PER DETAIL / SHEET C-5.0
 - 02 CONCRETE SIDEWALK
- PER DETAIL / SHEET C-5.0
 - 03 ADA PARKING SIGNAGE
- PER DETAIL / SHEET C-5.0
 - 04 ADA ACCESSIBLE RAMP
- PER DETAIL / SHEET C-5.0
 - 05 PARKING STRIPE / HATCH
- 4" WIDE PAINTED STRIPES
- HATCHING TO BE AT 45 DEGREE AND 2'-0" O.C.
- STRIPING ON CONCRETE PAVEMENT TO BE PAINTED WHITE.
 - 06 CONCRETE BARRIER CURB
- PER DETAIL / SHEET C-5.0
 - 07 CONCRETE SIDEWALK WITH INTEGRAL CURB
- PER DETAIL / SHEET C-5.0
 - 08 CONCRETE SIDEWALK WITH FLUSH INTEGRAL CURB
- PER DETAIL / SHEET C-5.0
 - 09 TRASH ENCLOSURE
- SEE ARCHITECTURAL PLANS FOR DETAILS
- SEE DETAIL / SHEET C-5.0 FOR CONCRETE PAVEMENT DETAILS
 - 10 CURB END TAPER
- PER DETAIL / SHEET C-5.0
 - 11 CONCRETE STEPS
- SEE ARCHITECTURAL PLANS FOR DETAILS
 - 12 CONCRETE DRIVE APPROACH
- PER CITY OF HUBER HEIGHTS STANDARDS
- PER DETAIL / SHEET C-5.1
 - 13 SEGMENTED BLOCK RETAINING WALL
- TO BE DESIGNED BY WALL MANUFACTURER
- SEE ARCHITECTURAL PLANS FOR DETAILS
 - 14 ELECTRIC TRANSFORMER PAD
- CONTRACTOR TO COORDINATE WITH ELECTRIC SERVICE PROVIDER AND ARCHITECTURAL PLANS.
 - 15 PROP. SIGN
- SEE ARCHITECTURAL PLANS FOR DETAILS.
 - 16 LIGHTED BOLLARD
- SEE ARCHITECTURAL PLANS FOR DETAILS.
 - 17 WATER METER PIT
- SEE SHEET C-4.0 FOR DETAILS.
 - 18 PROP. FLAG POLES
- SEE ARCHITECTURAL PLANS FOR DETAILS.



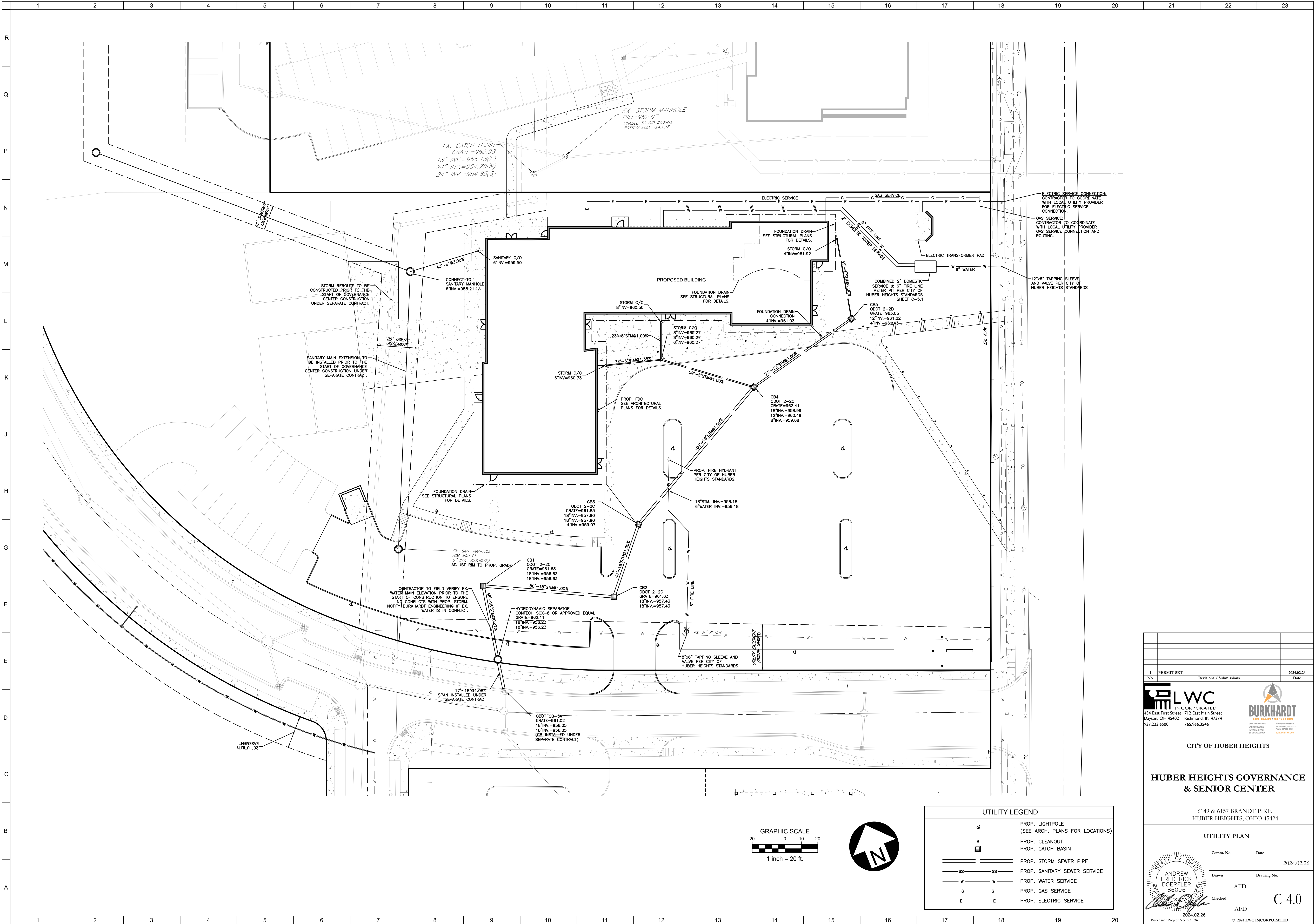
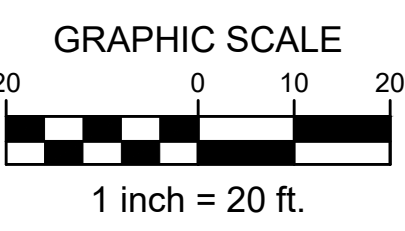
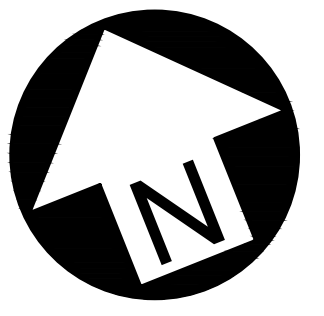
SITE AND PAVEMENT LEGEND	
#	NUMBER OF PARKING SPACES
ADA	ADA PARKING SYMBOL SEE DETAIL / SHEET C-5.0
CONCRETE	CONCRETE
ASPHALT PAVEMENT	ASPHALT PAVEMENT

1 PERMIT SET		2024.02.26
No.	Revisions / Submissions	Date
<div><div>LWC INCORPORATED 434 East First Street Dayton, OH 45402 937.223.6500</div><div>BURKHARDT ENGINEERS • SURVEYORS ONE HUBER HEIGHTS LANSING, MI 48106 313.487.1000 WWW.BURKHARDTINC.COM</div></div>		
CITY OF HUBER HEIGHTS		
HUBER HEIGHTS GOVERNANCE & SENIOR CENTER		
6149 & 6157 BRANDT PIKE HUBER HEIGHTS, OHIO 45424		
SITE PLAN		
Comm. No.	Date	2024.02.26
Drawn	AFD	C-2.0
Checked	AFD	
2024.02.26 Burkhardt Project No: 23.194		
© 2024 LWC INCORPORATED		



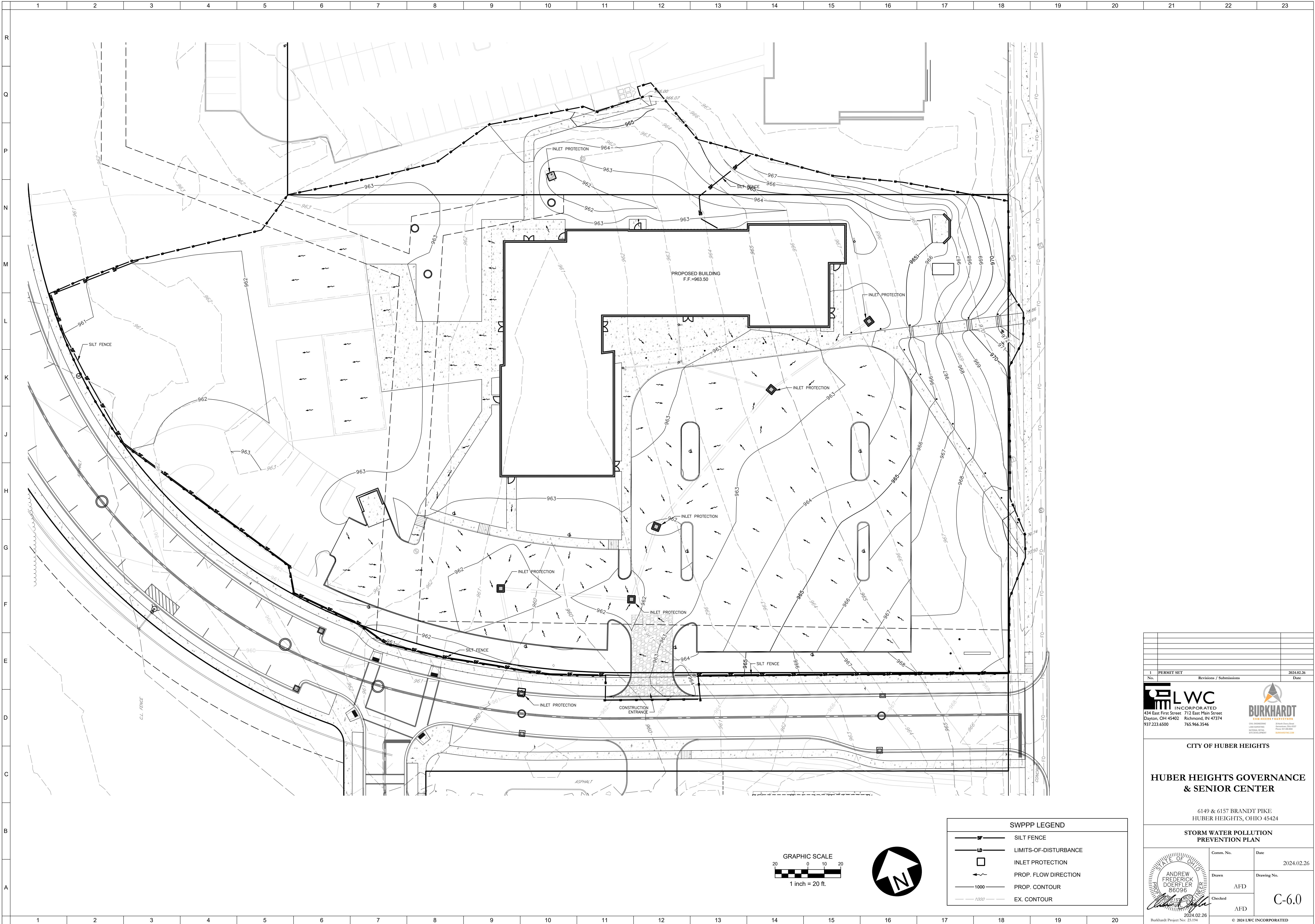
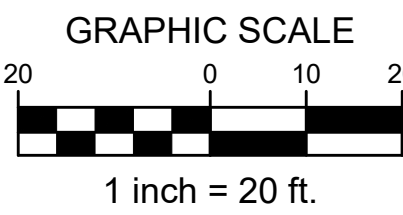
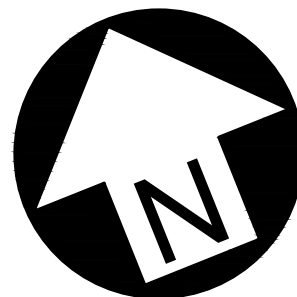
GRADING LEGEND	
GR	TOP-OF-GRATE
TC	TOP-OF-CURB
	PROP. FLOW DIRECTION
+00.00	PROP. SPOT ELEVATION
+00.00	EX. SPOT ELEVATION
—1000—	PROP. CONTOUR
—1000—	EX. CONTOUR
—1000—	ROADWAY CONTOUR (UNDER SEPARATE CONTRACT)

1 PERMIT SET		2024.02.26
No.	Revisions / Submissions	Date
<div><div>LWC INCORPORATED 434 East First Street Dayton, OH 45402 937.223.6500</div><div>BURKHARDT ENGINEERS • SURVEYORS 28 East River Street Richmond, IN 47374 765.966.3546</div></div>		
CITY OF HUBER HEIGHTS		
HUBER HEIGHTS GOVERNANCE & SENIOR CENTER		
6149 & 6157 BRANDT PIKE HUBER HEIGHTS, OHIO 45424		
GRADING PLAN		
Comm. No.	Date	
2024.02.26		
Drawn	AFD	Drawing No.
Checked	AFD	C-3.0
2024.02.26 Burkhardt Project No: 23.194		
© 2024 LWC INCORPORATED		



UTILITY LEGEND	
	PROP. LIGHTPOLE (SEE ARCH. PLANS FOR LOCATIONS)
	PROP. CLEANOUT
	PROP. CATCH BASIN
	PROP. STORM SEWER PIPE
	PROP. SANITARY SEWER SERVICE
	PROP. WATER SERVICE
	PROP. GAS SERVICE
	PROP. ELECTRIC SERVICE

1 PERMIT SET		2024.02.26
No.	Revisions / Submissions	Date
<div><div>LWC INCORPORATED 434 East First Street Dayton, OH 45402 937.223.6500</div><div>BURKHARDT ENGINEERS • SURVEYORS 28 East Third Street Dayton, OH 45402 937.223.6500</div></div>		
CITY OF HUBER HEIGHTS		
HUBER HEIGHTS GOVERNANCE & SENIOR CENTER		
6149 & 6157 BRANDT PIKE HUBER HEIGHTS, OHIO 45424		
UTILITY PLAN		
Comm. No.	Date	
	2024.02.26	
Drawn	AFD	C-4.0
Checked	AFD	
2024.02.26 Burkhardt Project No: 23.194		
© 2024 LWC INCORPORATED		



SWPPP LEGEND	
	SILT FENCE
	LIMITS-OF-DISTURBANCE
	INLET PROTECTION
	PROP. FLOW DIRECTION
	PROP. CONTOUR
	EX. CONTOUR

1 PERMIT SET		2024.02.26
No.	Revisions / Submissions	Date
<div><div>LWC INCORPORATED 434 East First Street Dayton, OH 45402 937.223.6500</div><div>BURKHARDT ENGINEERS • SURVEYORS 28 East River Street Richmond, IN 47374 765.966.3546</div></div>		
CITY OF HUBER HEIGHTS		
HUBER HEIGHTS GOVERNANCE & SENIOR CENTER		
6149 & 6157 BRANDT PIKE HUBER HEIGHTS, OHIO 45424		
STORM WATER POLLUTION PREVENTION PLAN		
Comm. No.	Date	C-6.0
Drawn	AFD	
Checked	AFD	
2024.02.26		
Burkhardt Project No: 23.194		© 2024 LWC INCORPORATED





LWC
INCORPORATED

434 East First Street
Dayton, OH 45402

712 East Main Street
Richmond, OH 47374

937.223.6500 765.966.3546



LANDSCAPE ARCHITECT:
YELLOW SPRINGS DESIGN

PO BOX 472 205 PARK MEADOWS DR.
YELLOW SPRINGS, OH 43087

(61) 937.787.8199 (M) 937.654.8199
yellowspringsdesign@bzwilch.com

LICENSED IN: OH, KY, PA, VA, IN, IL,
MI, MO, TX, OK, KS, IA, NM, AZ, CO & UT



LANDSCAPE ARCHITECT:
YELLOW SPRINGS DESIGN
PO Box 472 205 PARK MEADOWS DR.
YELLOW SPRINGS, OHIO 45387
(O) 937.767.8199 (M) 937.654.8199
yellowspringsdesign@bizwohrr.com
LICENSED IN: OH, KY, PA, VA, IN, IL,
MI, MO, TX, OK, KS, IA, NM, AZ, CO & UT

*HUBER HEIGHTS GOVERNANCE
& SENIOR CENTER*

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424



NAME: ROGER E. BEAL
REGISTRATION NO: LA 810043
EXPIRATION: 12/31/24

<i>Drawn</i>	<i>Drawing No.</i>
--------------	--------------------

© 2024 LWC INCORPORATED

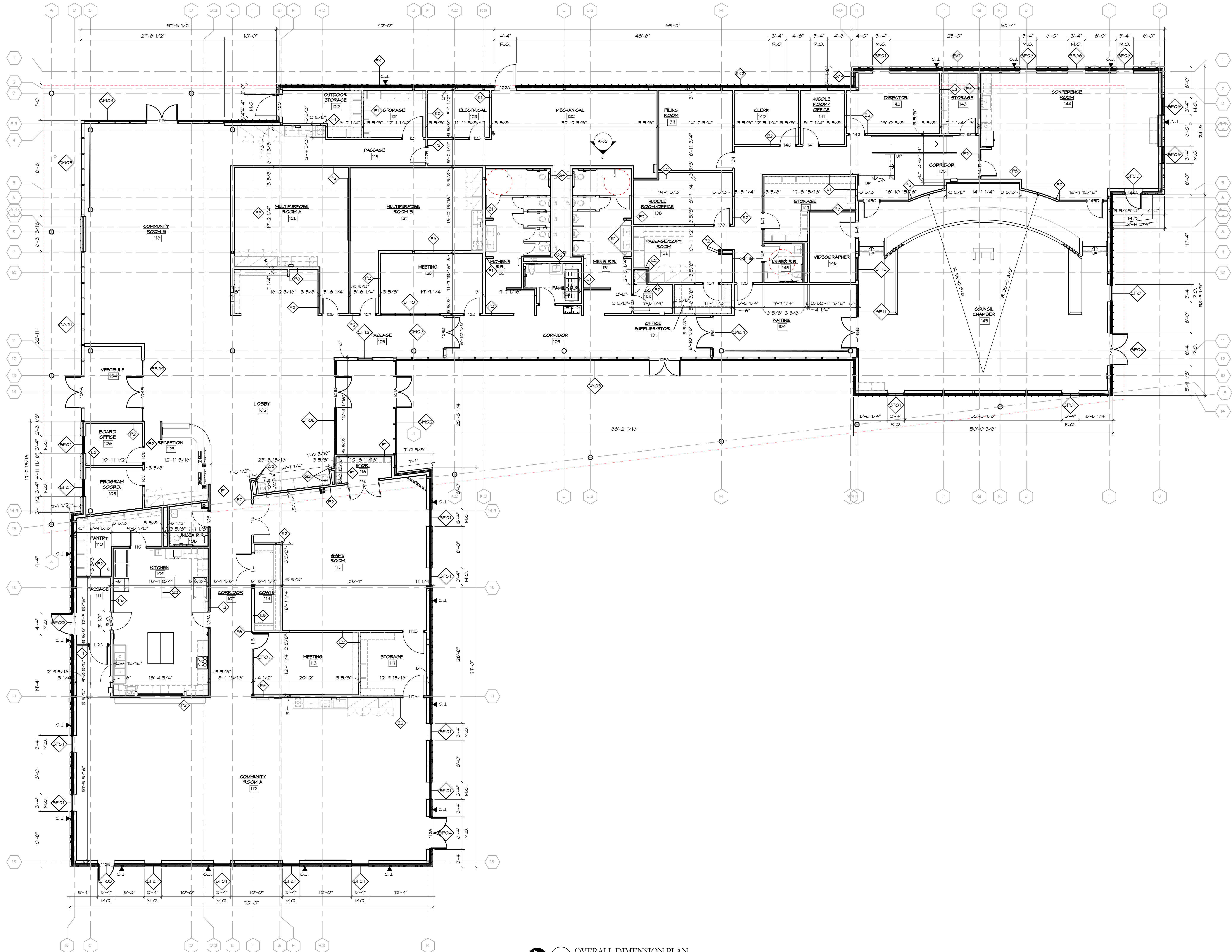
A13 PLANT MATERIALS LIST * DENOTES OHIO NATIVE PLANT MATERIAL

D1												DETAIL LANDSCAPE PLAN																																																																																																																																																			
1" = 20'-0"																																																																																																																																																															
D																									QTY	PLANT NAME				MIN. INSTALLED SIZE	QTY	PLANT NAME				MIN. INSTALLED SIZE																																																																																																																											
C																									SHRUBS AND ORNAMENTAL GRASSES								PERENNIALS & GRASSES																																																																																																																														
																									9	BOXWOOD - Buxus x 'Green Velvet'				# 3 cont.	20	MOONBEAM COREOPSIS - Coreopsis vert. 'Moonbeam'				# 1 cont.																																																																																																																											
																									9	SEAGREEN JUNIPER - Juniperus chinensis 'Sea Green'				# 3 cont.	35	PURPLE CONEFLOWER - Echinacea purpurea*				# 1 cont.																																																																																																																											
																									56	BROADMOOR JUNIPER - Juniperus sabina 'Broadmoor'				# 3 cont.	34	PARDON ME RED DAYLILIES - Hemerocallis x 'Pardon Me'				# 1 cont.																																																																																																																											
																									34	CALGARY CARPET JUNIPER - Juniperus sabina 'Monna'				# 3 cont.	96	STELLA D'ORO DAYLILIES - Hemerocallis x 'Stella d'Oro'				# 1 cont.																																																																																																																											
																									93	GREY OWL JUNIPER - Juniperus virginiana 'Grey Owl'				# 3 cont.	110	MIXED DAYLILIES- Hemerocallis x mixed varieties				8" pot																																																																																																																											
B																									21	ANNABELLE HYDRANGEA - Hydrangea arborescens 'Annabelle'				# 3 cont.	3	SIBERIAN IRIS - Iris sibirica				# 1 cont.																																																																																																																											
																									50	RUBY SLIPPERS HYDRANGEA - Hydrangea quercifolia 'Ruby Slippers'				# 3 cont.	20	BIG BLUE LILYTURF - Linopse muscan 'Big Blue'				# 1 cont.																																																																																																																											
																									15	SUMMER WINE NINEBARK - Physocarpus opulifolius 'Seward'				# 5 cont.	20	BLACKEYED SUSAN - Rudbeckia hirta*				# 1 cont.																																																																																																																											
																									12	RED DRIFT ROSE - Rosa hybrid 'Meigalpio'				# 3 cont.	19	AUTUMN JOY SEDUM - Sedum spectabile 'Autumn Joy'				# 1 cont.																																																																																																																											
																									36	AIV SPIREA - Spiraea x bumalda 'Anthony Waterer'				# 3 cont.	12	RUSSIAN SAGE - Perovskia atriplicifolia				# 1 cont.																																																																																																																											
																									3	GOLDFLAME SPIREA - Spirea bumalda 'Goldflame'				# 3 cont.	30	MAIDEN GRASS - Miscanthus sinensis 'Morning Light'				# 3 cont.																																																																																																																											
A																									4	NEON FLASH SPIREA - Spirea bumalda 'Neon Flash'				# 3 cont.	22	SWITCH GRASS - Panicum virgatum*				# 3 cont.																																																																																																																											
																									17	DENSE YEW - Taxus media densiformis				24" spd. B/B	51	DWARF FOUNTAIN GRASS - Pennisetum alopecuroides 'Hamel'				# 3 cont.																																																																																																																											
																									7	BURKWOOD VIBURNUM - Viburnum x burkwoodii				36" ht. B/B																																																																																																																																	
																									A13		PLANT MATERIALS LIST										* DENOTES OHIO NATIVE PLANT MATERIAL																																																																																																																										
1												2												3												4												5												6												7												8												9												10												11												12												13		14		15		16		17		18		19		20	



© 2024 LWC INCORPORATED

Autodesk Docs://Huber Heights Governance-Senior Center/23618.00 HH Governance & Senior Center - R23 - ARCH - Central.rvt 2/28/2024 11:43:41 AM



1 OVERALL DIMENSION PLAN
SCALE: 1/8" = 1'-0"

SHEET NOTES:

LEGEND	ABBREVIATIONS
▼ WALL CONTROL JOINT	
⬜ RECESSED FLOOR BOX	

GENERAL NOTES:

- REFER TO STRUCTURAL DRAWINGS FOR ALL GRIDLINE DIMENSIONS.
- INTERIOR DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL INTERIOR WALLS TO HAVE FULL-THICK SOUND BATT INSULATION UNLESS OTHERWISE NOTED.
- REFER TO EXTERIOR ELEVATIONS FOR ADDITIONAL LAYOUT AND ALIGNMENT REQUIREMENTS.

No.	Revisions / Submissions	Date
1	SCHEMATIC DESIGN REVIEW	2023.08.29
2	DESIGN DEVELOPMENT REVIEW	2023.11.01
3	DESIGN DEVELOPMENT SUBMISSION	2023.11.21
4	PERMIT SET	2024.02.26

LWC
INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS
**HUBER HEIGHTS GOVERNANCE
& SENIOR CENTER**

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424

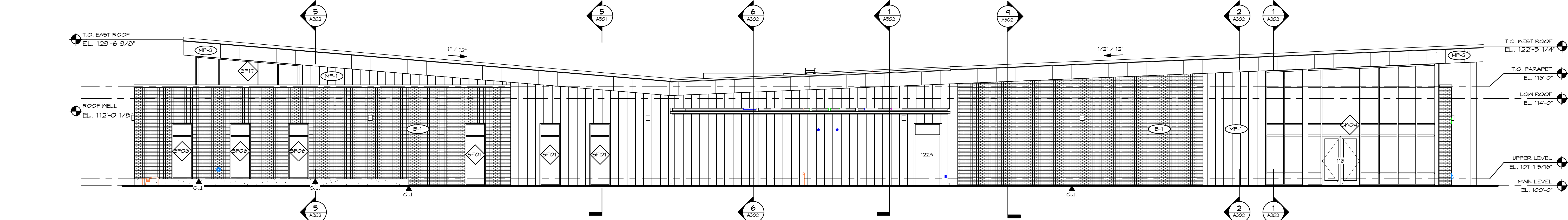
OVERALL DIMENSION PLAN

Comm. No.	23618.00	Date	2024.02.26
Drawn	SLT	Drawing No.	A101D
Checked	DW		

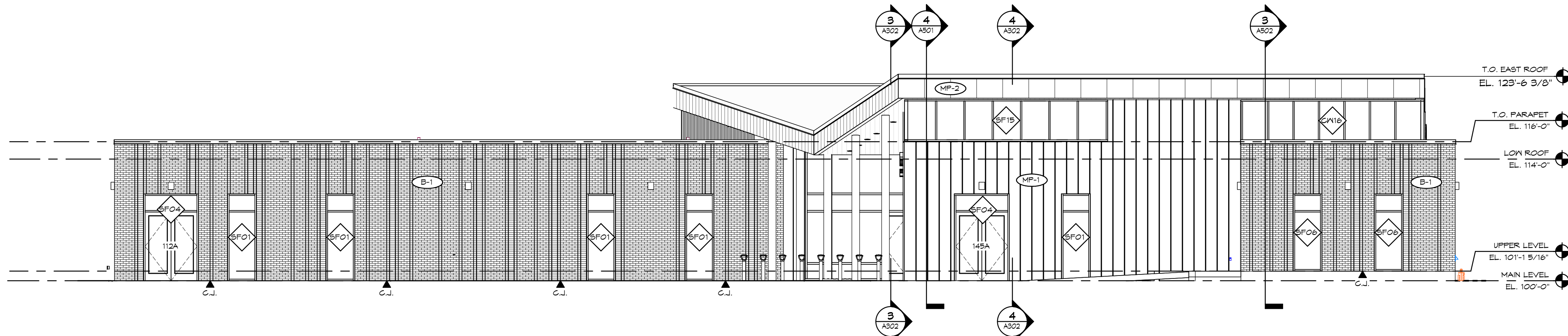
JOHN C. FABELLO
LICENSE #11739, EXPIRES: 12/31/24

© 2024 LWC INCORPORATED

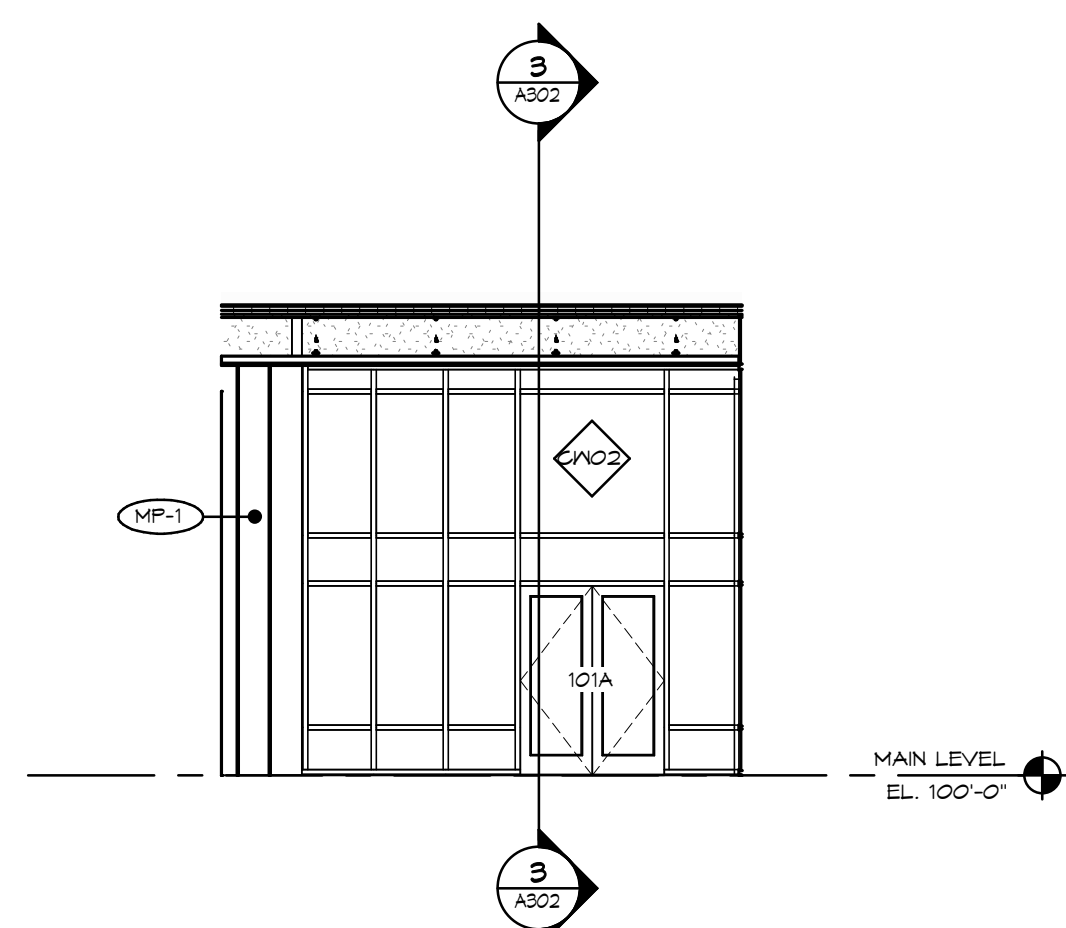
2/28/2024 11:44:40 AM
Autodesk Docs://Huber Heights Governance-Senior Center/23618.00 HH Governance & Senior Center - R23 - ARCH - Central.rvt



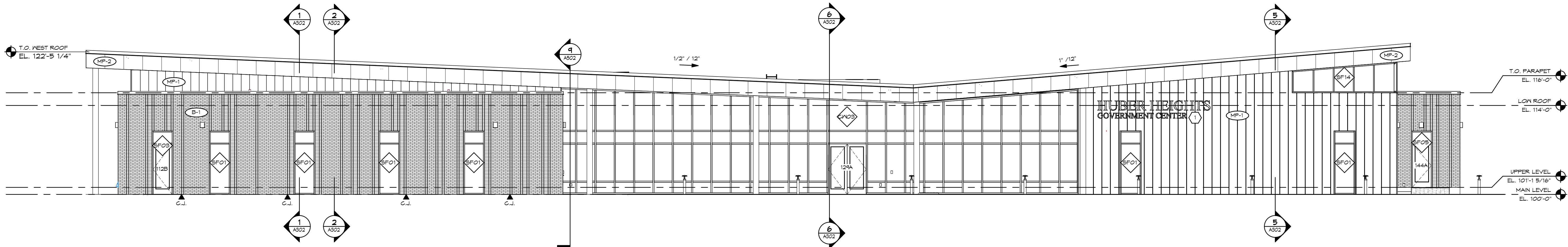
1 OVERALL NORTH ELEVATION
SCALE: 1/8" = 1'-0"



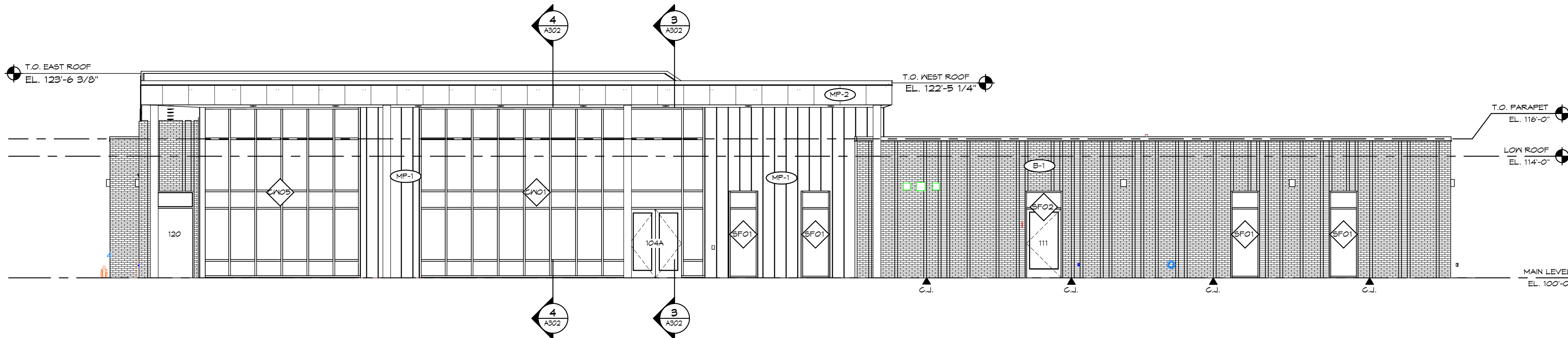
2 OVERALL EAST ELEVATION
SCALE: 1/8" = 1'-0"



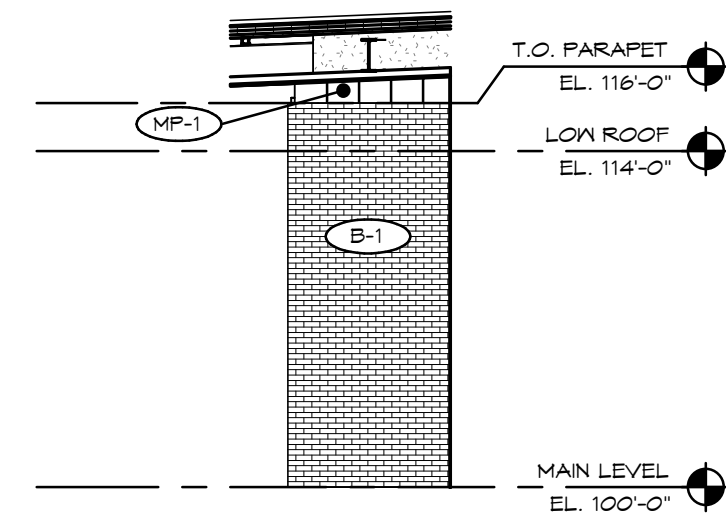
5 MAIN ENTRY - EAST
SCALE: 1/8" = 1'-0"



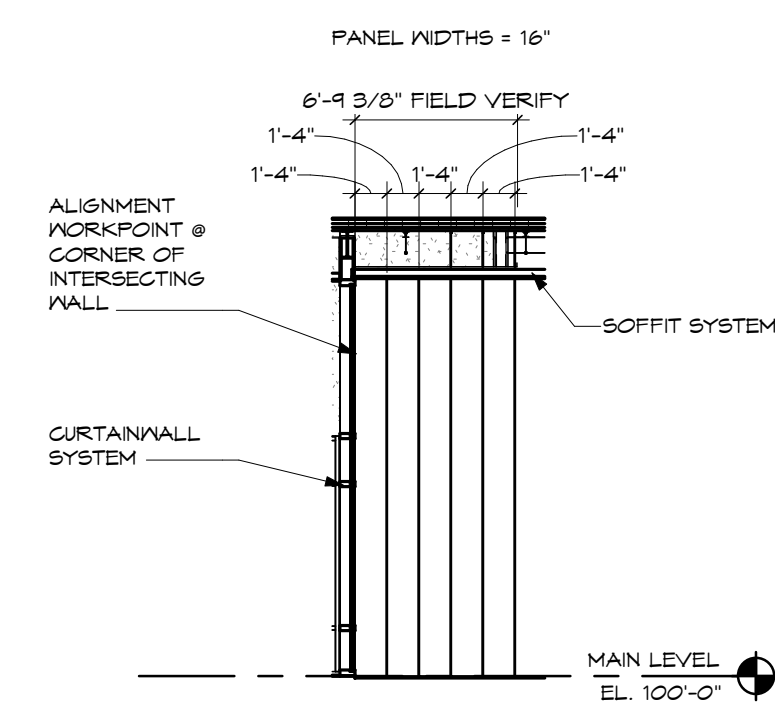
3 OVERALL SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



4 OVERALL WEST ELEVATION
SCALE: 1/8" = 1'-0"



6 MAIN ENTRY - SOUTHEAST
SCALE: 1/8" = 1'-0"



GENERAL NOTES:
A. VERTICAL PANEL RIB MUST ALIGN TO TYPICAL
PANEL WIDTHS. REFER TO ELEVATIONS. FIELD
VERIFY DIMENSIONS BETWEEN ALL INTENDED
PANELS.
B. PANEL WIDTHS SHALL BE NO LESS THAN 16".
VERIFY LAYOUT WITH ARCHITECT.
C. PROVIDE FULL SIZE PANEL AT ALL LEFT
CORNERS.

7 TYPICAL METAL PANEL PATTERN EXAMPLE LAYOUT
SCALE: 1/8" = 1'-0"

SHEET NOTES:

1. SURFACE-MOUNTED SIGNAGE - UNDER SEPARATE PERMIT BY OWNER'S SIGN
VENDOR. SHOWN FOR REFERENCE ONLY.

GENERAL NOTES:

LEGEND		ABBREVIATIONS	
	MP-1	METAL PANEL	1' - 4"
	MP-2	METAL PANEL	3' - 0"
	B-1	BRICK, STANDARD	
		C.J.	CONTROL JOINT

MASONRY NOTES	
A. ALL HEAD AND BED JOINTS ARE 3/8"	
B. BLENDED COLORS TO BE Laid RANDOMLY	
C. AVOID VERTICAL JOINT ALIGNMENT WITH COURSES ABOVE AND BELOW	
D. FOR FURTHER DETAILS SEE 11/A502	

No.	Revisions / Submissions	Date
1	SCHEMATIC DESIGN REVIEW	2023.08.29
2	DESIGN DEVELOPMENT REVIEW	2023.11.01
3	DESIGN DEVELOPMENT SUBMISSION	2023.11.21
4	PERMIT SET	2024.02.26

LWC
INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

**HUBER HEIGHTS GOVERNANCE
& SENIOR CENTER**

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424

EXTERIOR ELEVATIONS

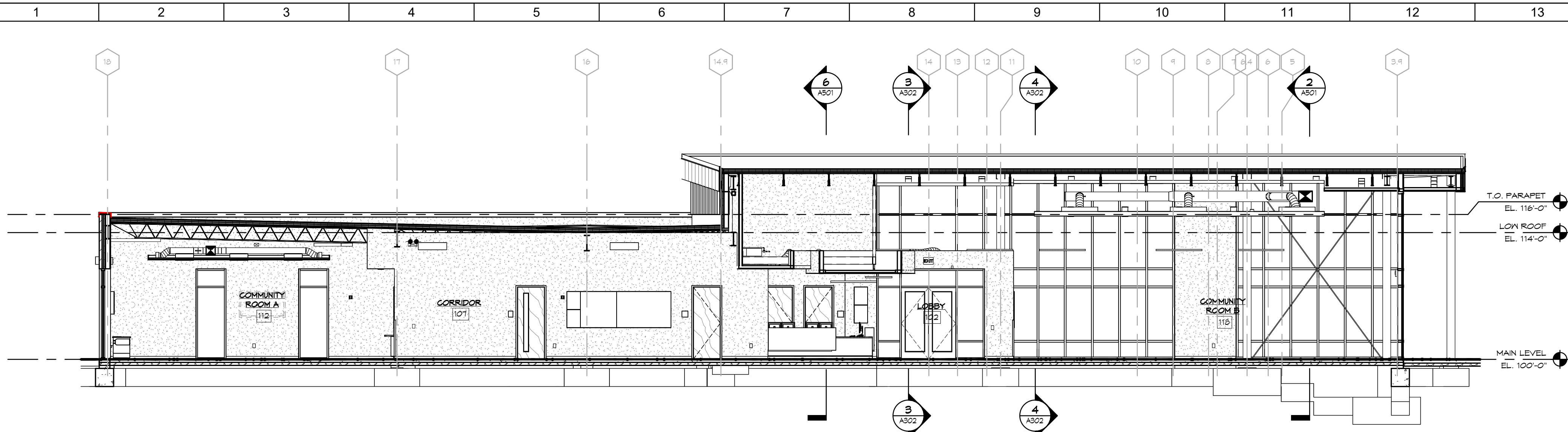
Comm. No.	23618.00	Date	2024.02.26
Drawn	SLT	Drawing No.	A301
Checked	DW		

JOHN C. FABELLO
LICENSE #11799, EXPIRES 12/31/24

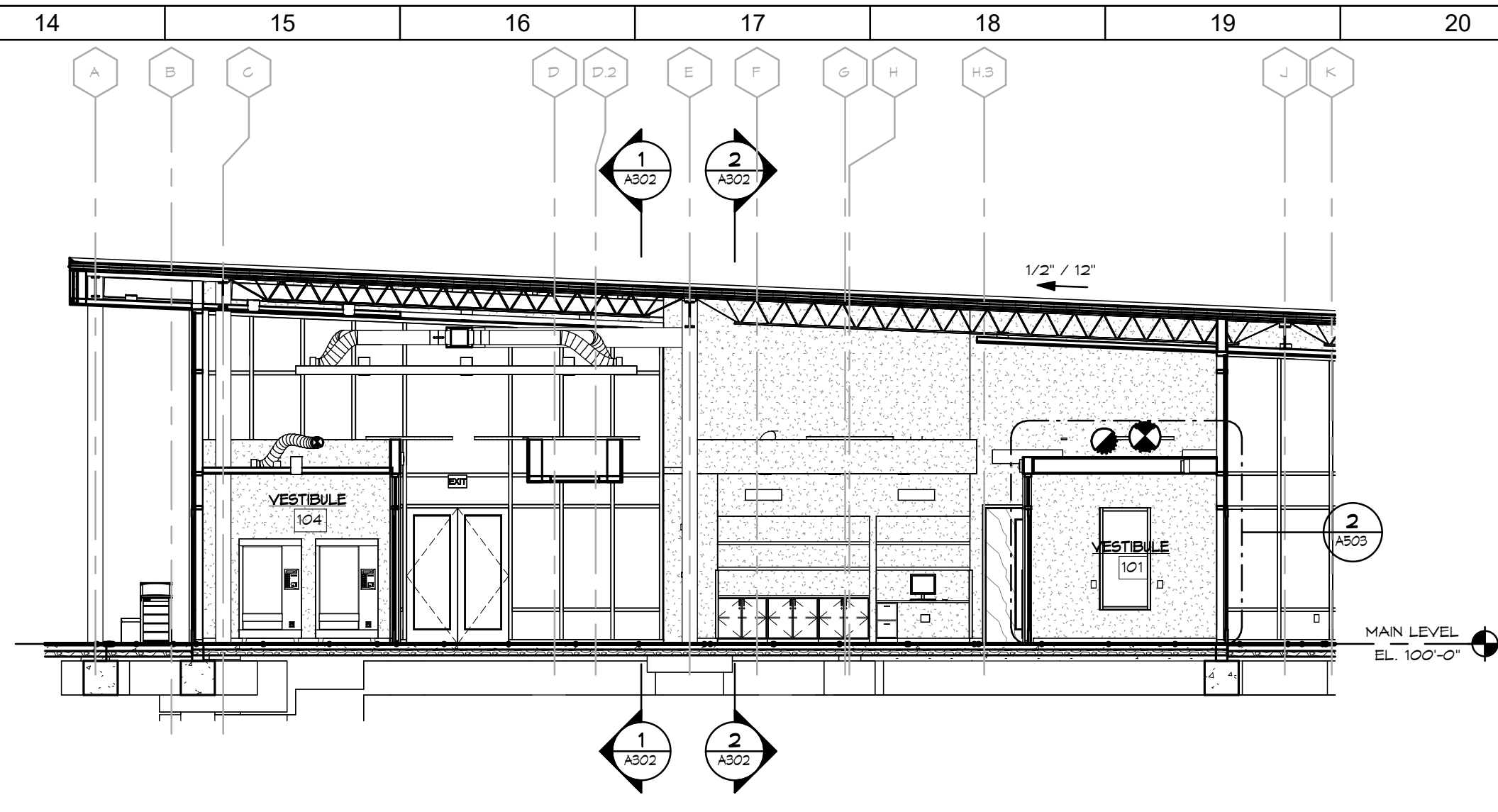
STATE OF OHIO
JOHN C. FABELLO
1799
REGISTERED ARCHITECT

© 2024 LWC INCORPORATED

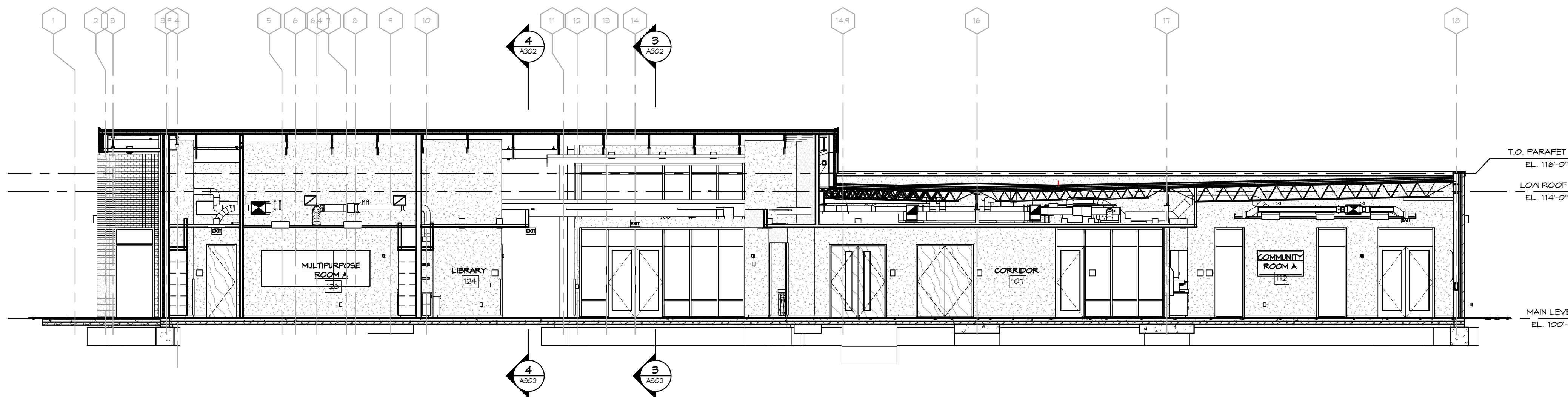
2/28/2024 11:45:00 AM
Autodesk Docs://Huber Heights Governance-Senior Center/23618.00 HH Governance & Senior Center - R23 - ARCH - Central.rvt



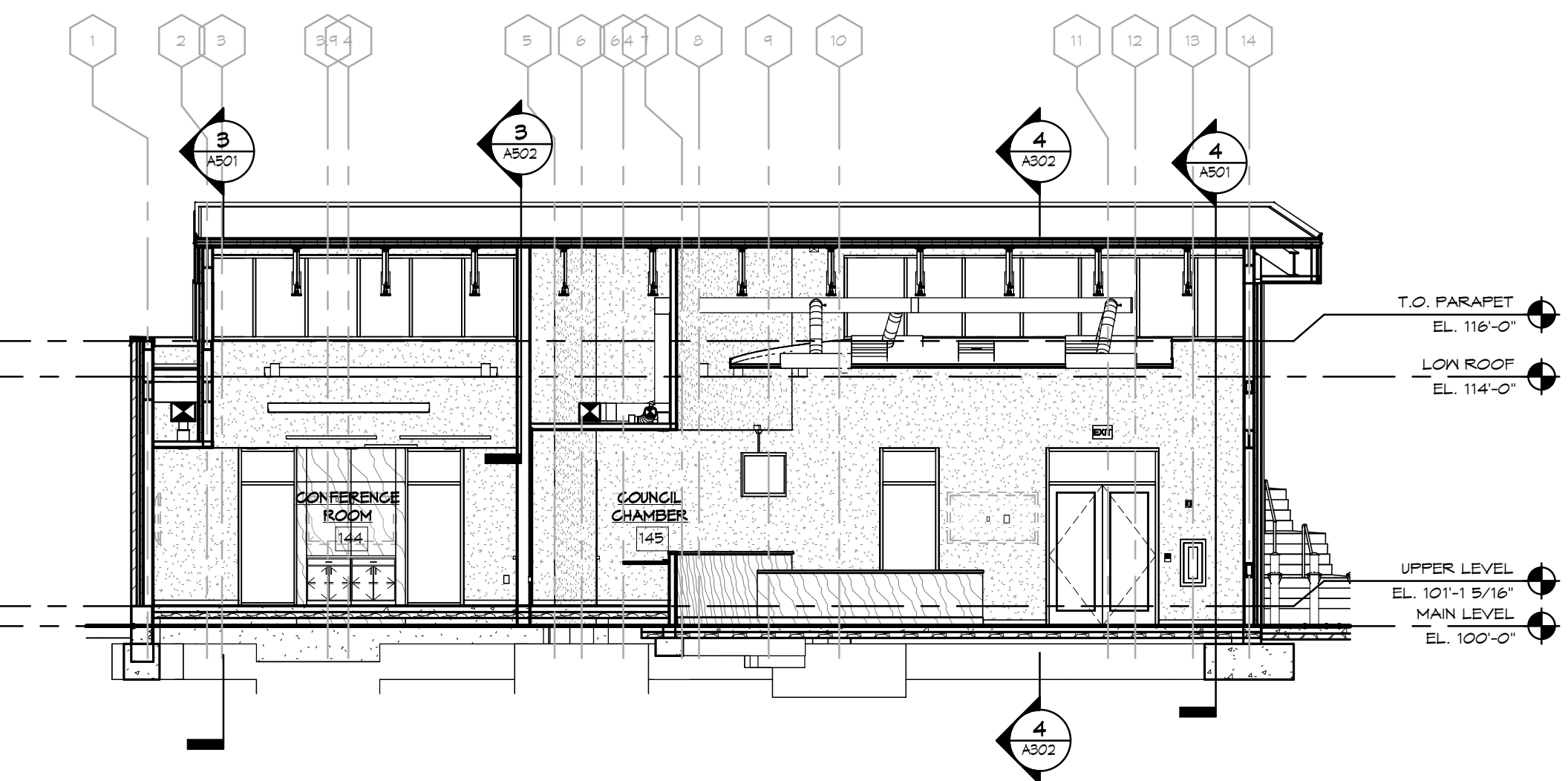
1 N/S SECTION THRU SENIOR CENTER - WEST
SCALE: 1/8" = 1'-0"



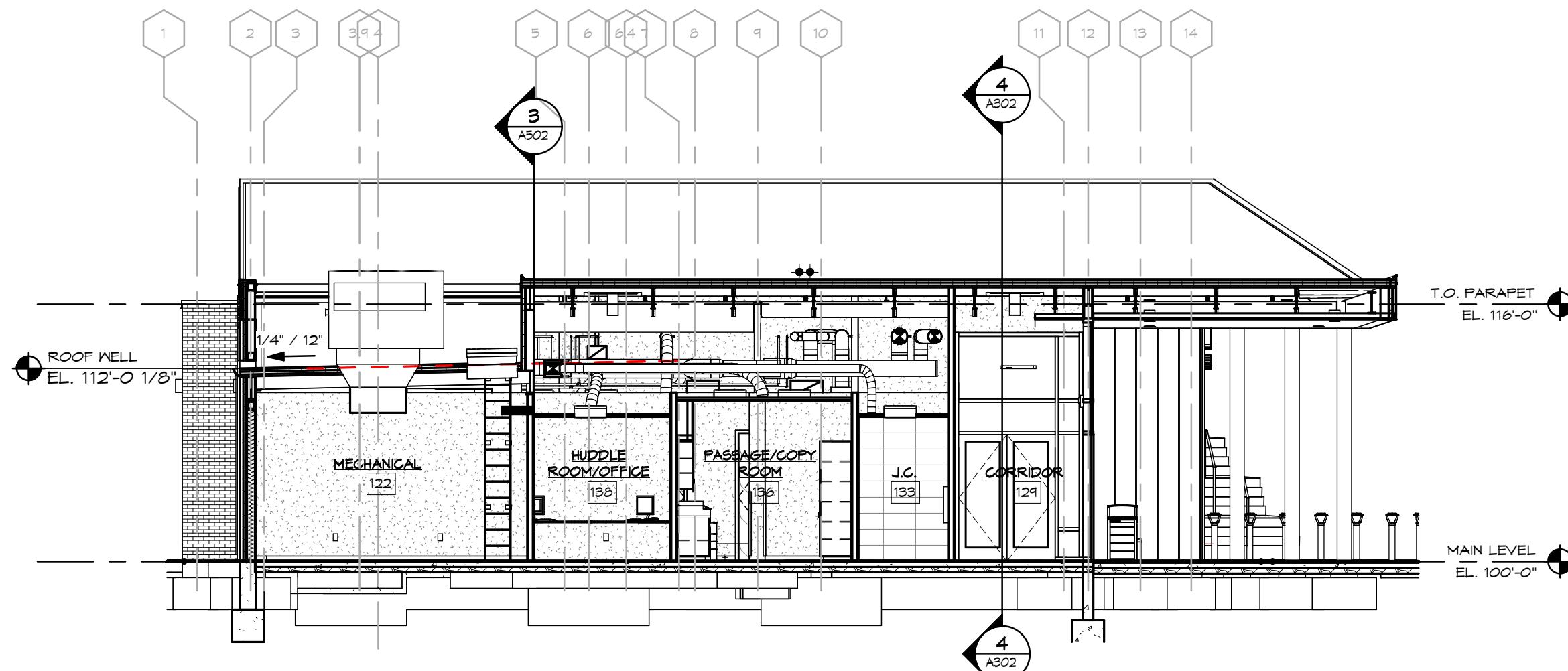
3 E/W SECTION THRU SENIOR CENTER - NORTH
SCALE: 1/8" = 1'-0"



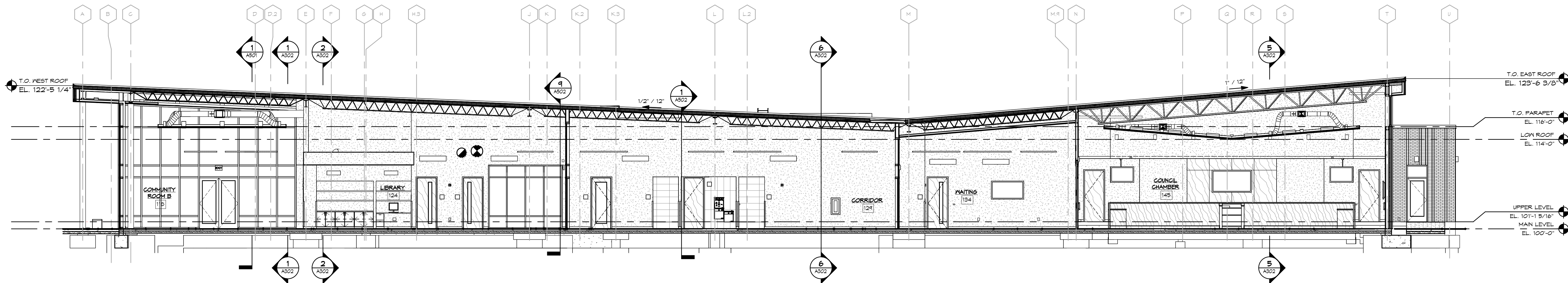
2 N/S SECTION THRU SENIOR CENTER - EAST
SCALE: 1/8" = 1'-0"



5 N/S SECTION THRU GOVERNANCE - EAST
SCALE: 1/8" = 1'-0"



6 N/S SECTION THRU MECH - EAST
SCALE: 1/8" = 1'-0"



4 OVERALL E/W SECTION - NORTH
SCALE: 1/8" = 1'-0"

○ SHEET NOTES:

GENERAL NOTES:

No.	Revisions / Submissions	Date
1	SCHEMATIC DESIGN REVIEW	2023.08.29
2	DESIGN DEVELOPMENT REVIEW	2023.11.01
3	DESIGN DEVELOPMENT SUBMISSION	2023.11.21
4	PERMIT SET	2024.02.26

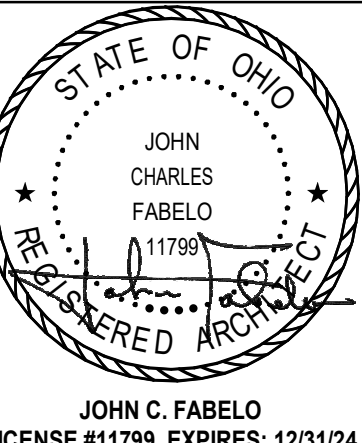
LWC
INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

HUBER HEIGHTS GOVERNANCE & SENIOR CENTER

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424

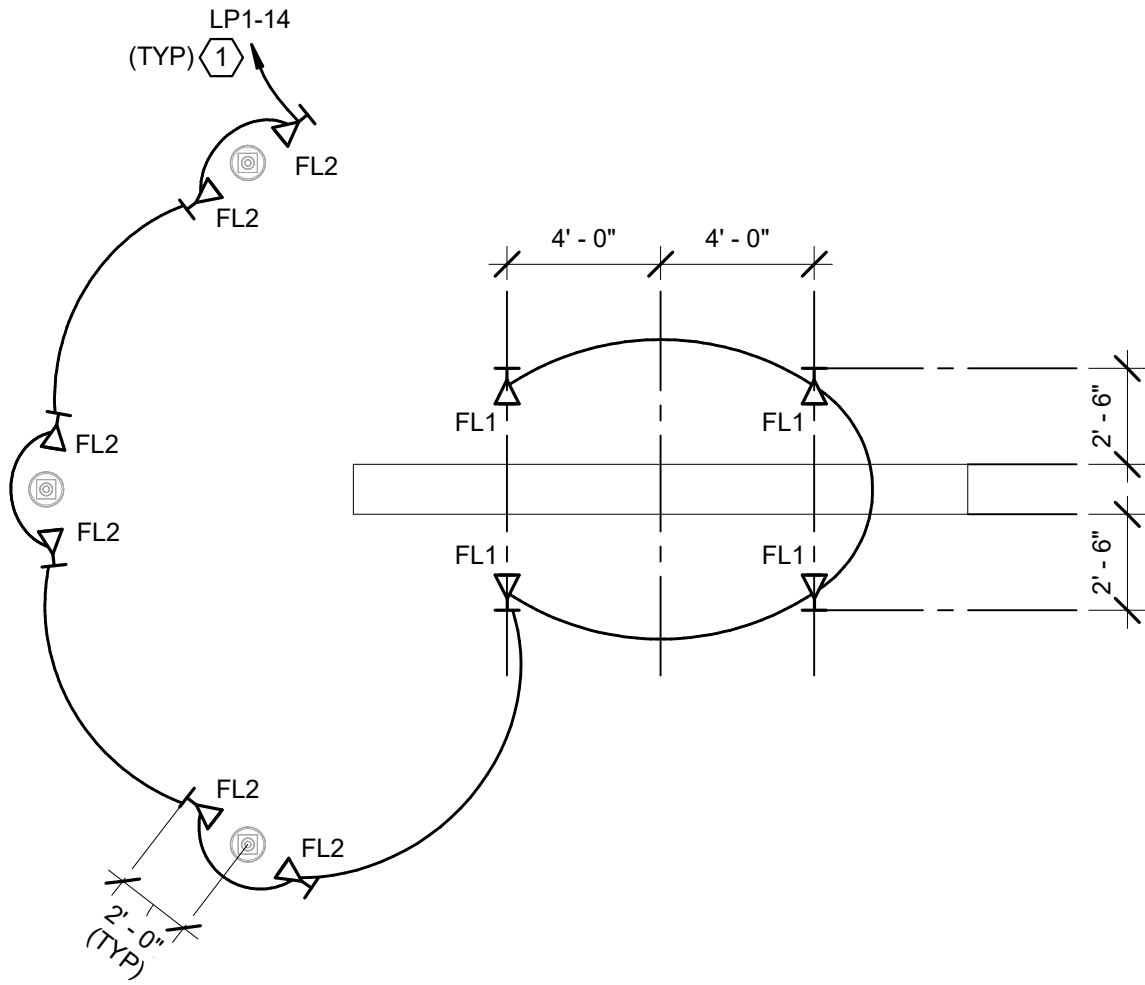
BUILDING SECTIONS	
Comm. No.	Date
23618.00	2024.02.26
Drawn	Drawing No.
SLT	A302
Checked	DW



2/26/2024 12:05:47 PM
Autodesk Docs\\Huber Heights Governance-Senior Center\\2023140_ELEC_R23.rvt

DETAIL NOTES

A. PROVIDE 8" ROUND CONCRETE BASE AND MOUNTING POST PER MANUFACTURER'S REQUIREMENTS.



2 SIGN AND FLAG LIGHTING DETAIL
1 : 60

1 SITE LIGHTING PLAN
1" = 20'-0"

SHEET NOTES:

- PROVIDE (2) #10, #10G IN 3/4"C.
- PROVIDE 11"x17"x24"D IN-GRADE JUNCTION BOX WITH HEAVY DUTY COVER LABELED ELECTRIC. QUAZITE #PG111724 OR EQUAL.
- PROVIDE (4) 1" CONDUITS WITH PULLSTRINGS FROM JUNCTION BOX TO ELECTRICAL ROOM IN ADDITION TO LIGHTING CIRCUITS.
- PROVIDE (1) 3/4" CONDUIT WITH PULLSTRING FROM LAST LIGHT POLE TO IN-GRADE JUNCTION BOX FOR FUTURE USE.

1	PERMIT SET	2024.02.26
No.	Revisions / Submissions	Date



CITY OF HUBER HEIGHTS

**HUBER HEIGHTS GOVERNANCE
& SENIOR CENTER**

6149 & 6157 BRANDT PIKE
HUBER HEIGHTS, OHIO 45424

SITE LIGHTING PLAN	
Comm. No.	Date
23618.00	2024.02.26
Drawn	Drawing No.
ATD	E102
Checked	
RLS	
© 2024 LWC INCORPORATED	

Memorandum

Staff Report for Meeting of April 9, 2024

To: Huber Heights City Planning Commission
From: Aaron K. Sorrell, City Planner
Date: April 5, 2024
Subject: BDP 24-07 Huber Heights Government Center

Application dated March 19, 2024

Department of Planning and Zoning

City of Huber Heights

APPLICANT/OWNER:	City of Huber Heights – Applicant/Owner
DEVELOPMENT NAME:	Huber Heights Government Center
ADDRESS/LOCATION:	6155 Brandt Pike
ZONING/ACREAGE:	PM - Planned Mixed Use District / 4.0 Acres
EXISTING LAND USE:	Vacant land
ZONING ADJACENT LAND:	PM
REQUEST:	The applicant requests approval of a Basic Development Plan in a PM Planned Mixed Use District for a new 17,725 SF government center. This case was advertised as a combined Basic and Detailed Development Plan review; however, the applicant only seeks Basic Development Plan (BDP) approval.
ORIGINAL APPROVAL:	
APPLICABLE HHCC:	Chapter 1171, 1179
CORRESPONDENCE:	In Favor – In Opposition –

Overview:

Over the last year or so, the City has been working with LWC to design a new combined governance and senior center. A 17,725 SF building has been designed that would include a new council chambers and associated office space, in addition to a new senior center that contains various community and multi-purpose rooms, a kitchen, and various activity/game rooms.

Recently, Sinclair Community College has decided to vacate their leased space near the YMCA, and it has been determined that the new senior center will move to that location. As a result, the internal programming of this new governance center is being reconfigured for additional office space for city staff.

It is important to note that the building envelope, design and placement will not change as a result of this new programming. This only impacts interior wall locations and room sizes. However, this change may impact parking and landscaping, thus we are only seeking Basic Development Plan at this time.

Applicable Zoning Regulations

The applicable zoning chapters include 1171 General Provisions, 1179 Planned Mixed Use District, and 1181 General Provisions. The relevant sections are cited and discussed below:

Development Standards Analysis:**1179.06 Development standards.**

Except when specifically modified herein, the provisions of the Planning and Zoning Code shall govern. The following development standards apply to a PM development:

(a) *Minimum Land Area Requirement. A minimum of 20 acres shall be required.*

The area zoned PM is approximately 40 acres.

(b) *Covenants. The developer of a PM development shall be required to submit a set of covenants or deed restrictions with the Basic Development Plan application that will outline, at a minimum, development standards and guidelines established in this chapter and any other requirements the developer and/or Planning Commission deems necessary. The Planning Commission may require additional or amended covenants as it deems necessary to ensure compliance with the Planning and Zoning Code and the Planned Mixed Use District.*

N/A

(c) *Required Mix of Land Uses. A developer shall be required to provide a mix of land uses in a PM Development. At a minimum, at least two of the following uses are required in a PM Development: residential, commercial, office, institutional, and/or industrial.*

The area contains a mixture of residential, institutional and retail uses.

(d) *Site Planning.*

(1) *The combination of different uses, whether as part of one building or as part of the overall development, shall be designed and developed so as not to create a nuisance by excessive noise, light, vibration, odor or any other annoyances for any uses within the development or neighboring properties.*

This site is located along a well-traveled thoroughfare, surrounded by institutional and retail uses. The building has been designed to compliment the recently constructed Huber Heights Branch Library. Staff does not anticipate this development will create any excessive noise, light or annoyances that will impact surrounding properties.

(2) *A PM development is to be designed so that buildings and structures are clustered and open space areas are preserved and maintained. Special care shall be given to protect preexisting natural features including, but not limited to, woodlands, ravines, streams, lakes, ponds, and/or flood plains. Impervious surface coverage, including, but not limited to, buildings, parking area, and accessways, shall not exceed 75 percent of the total development area. Therefore, 25 percent of the development area shall be reserved for green space.*

This is an urban redevelopment site with little to no existing natural features. At this time, the amount of green space is undetermined due to the programming change. However, staff anticipates the total amount of green space will be similar to the Library, which is 43.5%.

(3) *The number of ingress and egress points onto the public streets shall be limited in order to reduce the number of traffic conflict points. Adequate and properly arranged facilities for internal pedestrian and traffic circulations shall be provided. The street and thoroughfare network shall be designed to minimize truck traffic through residential areas of the development.*

This development will have one vehicular access from Meadows Park Drive. Sidewalks will be provided on Meadows Park Drive as well as walkways to the sidewalk along Brandt Pike.

(4) *Parking systems shall be designed so as to discourage single large unbroken paved lots for off-street parking and shall encourage smaller defined parking areas within the total parking system. Underground parking facilities are encouraged.*

The parking lot is broken up by landscaped islands throughout the parking area. The current parking layout contains 71 spaces including 24 accessible spaces. The number of accessible spaces will likely decrease but will meet ADA standards. The total number overall parking spaces required will be determined by the final programming.

(5) *The development shall be designed to tie all the uses into one overall community and encourage walking, biking, running, and alternative modes of transportation. Developers are encouraged to incorporate bus stops, bikeways, walkways, and crosswalks into an overall thematic scheme for pedestrian traffic. Sidewalks shall be*

required except, in the case of a golf course or specific open space development, the Planning Commission may determine them to be unnecessary.

The proposal provides for well-landscaped pedestrian access along Brandt Pike and Meadows Park Drive. Additionally, landscaped pathways will connect to the Library's parking area. Additional alternative transportation amenities such as bicycle parking facilities are being explored. Land to the west of the building may be programmed as community open space.

(6) Any signs as proposed within this district, shall comply with Chapter 1189 "Signs". Additionally, a developer of a PM development shall develop and submit with the Detailed Development Plan application, a comprehensive set of graphic design criteria for signage in the development. This set of graphic design criteria for signage shall be approved by the Planning Commission and shall apply to all signage requests within the development. The criteria shall include, at a minimum, the sizes permitted (if different from Chapter 1189), colors permitted, materials permitted, typefaces permitted, type size permitted, and permitted illumination. Compliance with the on-site comprehensive graphics shall be verified by the Zoning Administrator during the sign permit review process.

A sign package has not yet been developed and will be reviewed as part of the Detailed Development Plan application.

(7) Minimum lot area, frontage and setback requirements may be varied to allow greater flexibility in design. However, the following shall be used as a guideline for development:

A. With multiple buildings on a single property, entirely residential buildings shall be at least 15 feet from another entirely residential building and at least 50 feet from nonresidential or mixed-use buildings.

B. With multiple buildings on a single property, nonresidential buildings or mixed use buildings shall be at least 20 feet or one-half the height of the taller building apart, whichever is greater from another nonresidential or mixed use building.

C. All nonresidential buildings or mixed-use buildings shall be set back at least 50 feet or the height of the structure, whichever is greater, from any residential property or residential building, whichever is closer, and from the public right-of-way. This setback applies to multiple buildings on a single property, to development within a PM development, and where it abuts to adjacent property.

The building setback meets the zoning code requirements.

(8) No maximum height restriction shall apply, except that the proposed development meets all Federal Aviation Administration (FAA), Dayton International Airport or Wright Patterson Air Force Base height or abatement requirements.

At its highest point, the building is approximately 23 feet tall. As a comparison, the adjacent library is 34 feet tall.

(9) Common parking areas and accessways shall be lighted adequately with light fixtures that shall be designed to reflect light away from adjoining properties. Special attention will be given to protect entirely residential structures from light emitted from nonresidential land uses.

No lighting plans have been submitted, however the lighting will meet the zoning code requirements.

(10) Nonresidential uses shall have trash containers and/or receptacles (including recycling containers) placed to the rear of all structures and shall be screened or enclosed on four sides with opening doors for the purpose of trash removal. The placement of trash containers and/or receptacles in multi-family residential developments shall be as inconspicuous as possible. The use of a wooden or vinyl fence structure, earth mound, or wall with an opaqueness of 100 percent and a height of 12 inches above the top of the largest container is required.

The site plan indicates the trash receptacle will be fully enclosed.

(11) The architecture of nonresidential structures is encouraged to be unique yet similar in certain sections of the PM.

The architecture of the proposed governance center compliments the branch library's contemporary design. The exterior facade will be a mixture of brick, glass curtain walls and metal panels.

(12) The distribution systems for utilities are required to be underground.

All utilities will be placed underground.

(13) The use of privately owned open space and public dedicated park land is encouraged as part of a PM development. Privately owned open space shall be maintained by the developer or by a duly authorized owner's association.

N/A

(14) The use of chain link fencing is prohibited. Additionally, on an entirely residential property, no fencing shall be permitted in the front yard and, in the case of a corner lot, no fencing shall be permitted in the side yard with frontage to a public right-of-way. The covenants submitted by the developer shall establish the height requirements for fencing in the development. Fencing in a development shall be uniform in height in related use areas. On an entirely residential property, fence height shall not exceed six feet.

No on-site fencing is proposed

(15) With the submission of a Basic Development Plan application, the applicant is required to submit a phasing plan that details when certain sections of the development will commence construction and when the sections will be complete.

The applicant is proposing to develop the site in one phase.

1179.07 Landscaping.

To protect and promote a harmonious development that ensures a functional and logical arrangement of mixed uses, the effective and efficient use of landscaping and buffering is required. Therefore, a PM development shall include the following landscaping and buffering:

(a) *Development Landscaping. Within the PM development that is proposed, entirely residential buildings shall be screened from nonresidential and mixed use buildings with a 20 foot wide buffer strip that includes a six foot high earth mound, wooden or vinyl fence, wall, landscaping and/or mixture thereof that shall maintain an opaqueness of at least 80 percent year around. Parking areas, accessways, or any impervious surfaces are prohibited within this buffer strip. If planted materials are used, the screen must achieve the required height, width, and opaqueness within two years of planting. The use of pre-existing trees, natural features or amenities as part of this buffer is encouraged. The Planning Commission may approve some other arrangement of buffering if it determines that such an arrangement meets the intent of this requirement.*

(b) *Perimeter Landscaping. In a section of a PM development that contains nonresidential, mixed use, or multi-family buildings that abut a neighboring property with a single-family residential zoning designation or in a PM development section that contains an entirely residential section that abuts a neighboring property with a commercial, office, or multi-family zoning designation, the perimeter of the section of the PM development shall be screened with a 25 foot wide buffer strip that includes a six foot high earth mound, wooden or vinyl fence, wall, landscaping and/or mixture thereof that shall maintain an opaqueness of at least 80 percent year-round. Parking areas, accessways or an impervious surfaces are prohibited within this buffer strip. If planted materials are used, the screen must achieve the required height, width, and opaqueness within two years of planting. The use of pre-existing trees, natural features or amenities as part of this buffer is encouraged. The Planning Commission may approve some other arrangement of buffering if it determines that such an arrangement meets the intent of this requirement.*

There are no residential uses adjacent to the subject site. The new street trees will be installed along Meadows Park Drive. The landscaping plan will meet city code.

(c) *Parking Lot Landscaping. All parking lots are required to have interior landscaped areas as outlined in Chapter 1185, "Parking and Loading".*

The proposal meets this requirement.

(d) *Street Tree Requirement. All frontage property within a PM development that abuts public rights-of-way and is developed with nonresidential, mixed use, and/or multi-family buildings is required to have one street tree per 40 feet of frontage planted just outside of the street right-of-way. Unless determined to be inappropriate by the City*

Engineer, street trees shall be planted at least four feet from the edge of the sidewalk on private property. All frontage property within a PM development along a major collector or better as defined by the Huber Heights Thoroughfare Plan, no matter what use, shall meet this requirement. The type of tree and size shall be proposed by the developer at the Detailed Development Plan application stage and approved by the Planning Commission. A list of appropriate trees with required caliper is available in the City Engineer's Office.

Street trees will be installed along Meadows Park Drive. Trees along Brandt Pike will be installed in a similar manner as approved for the Library development.

STAFF RECOMMENDATION

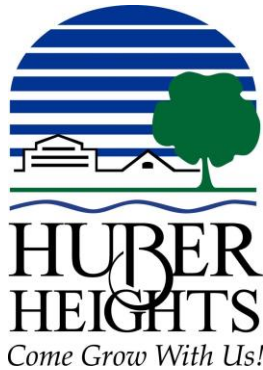
Staff recommends approval of the Basic Development Plan to construct a new Huber Heights governance center. Staff recommends the following conditions for approval:

- 1) All signs shall conform with Section 1189 of the Huber Heights Planning and Zoning Code unless otherwise approved by the Planning Commission.

Planning Commission Action

Planning Commission may take the following actions with a motion:

- 1) Approve the Basic Development Plan;
- 2) Deny the Basic Development Plan (the Commission should state the specific reasons for denial); or
- 3) Table the application.



Planning Commission Decision Record

WHEREAS, on March 19, 2024, the applicant, The City of Huber Heights, requested approval of a Basic Development Plan in a PM Planned Mixed Use District for a new 17,725 sq ft Government Center. Property is located at 6151 Brandt Pike, further identified as Parcel Number P70 03912 0146 of the Montgomery County Auditor's Map (Case BDP 24-07), and;

WHEREAS, on April 9, 2024, the Planning Commission did meet and fully discuss the details of the request.

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

Ms. Thomas moved to approve the request by the applicant, The City of Huber Heights, for approval of a Basic Development Plan. Property is located at 6151 Brandt Pike (Case BDP 24-07), in accordance with the recommendation of Staff's Memorandum dated April 5, 2024, with the following conditions:

1. All signs shall conform with Section 1189 of the Huber Heights Planning and Zoning Code unless otherwise approved by the Planning Commission.

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

Terry Walton, Chair
Planning Commission

Date

Apr 9, 2024

Brandt Pike will be installed in a similar manner as approved for the Library development.

Discussion on current space plan and several conference rooms.

Action

Ms. Thomas moved to approve the request by the applicant THE CITY OF HUBER HEIGHTS, for approval of a Basic Development Plan (BDP 24-07) in accordance with the recommendation of Staff's Memorandum dated April 5, 2024, and the Planning Commission Decision Record attached thereto.

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

5. DETAILED DEVELOPMENT PLAN - The applicant, 7125 EXECUTIVE BLVD., LLC, is requesting approval of a Detailed Development Plan for a 300 unit market rate multifamily community comprised of a mix of 1, 2, and 3 bedroom units. Property is located at 7125 Executive Blvd. (DDP 24-05).

Mr. Sorrell stated that the City Planning Commission approved the Basic Development Plan (BDP) for this 300-unit apartment community on April 11, 2023. City Council expressed a desire for a more contemporary look for the residential buildings near Executive Boulevard. As a result of that discussion, RHM revised their site plan to include two larger residential buildings that better transition the commercial area fronting Executive Boulevard to the more traditional residential buildings deeper in the site.

As a result of the site plan and elevation changes, the City Council approved the rezoning and BDP Ordinance on May 8, 2023.

This applicant now seeks Detailed Development Plan (DDP) plan approval of the apartment community based on the revised and approved BDP. The submitted application substantially conforms to the standards and conditions outlined in the BDP application and approved Ordinance.

The approved BDP Ordinance has the following conditions:

1. The permitted uses shall be those outlined in Chapter 1179, excluding:
 - Filling stations
 - Sweepstakes cafes
 - Convenience stores
 - Self-storage facilities
 - Car washes
 - Drive Thru or Drive-Up windows
 - Other uses deemed incompatible with a community entertainment district as determined by the Planning Director
2. The applicant will comply will all Fire Code requirements, per the Huber Heights Fire Division.

3. The existing trees and non-invasive vegetation that abut properties along Scatter Root Place and Loblolly Drive shall be preserved and maintained in a healthy manner. Dead or dying trees shall be replaced with species approved by the City.

The applicant has been working with the Fire Department throughout the process. Asle widths and turning radii meet the fire code standards. All fire hydrant locations will comply with fire department requirements.

The existing trees and non-invasive vegetation that abut properties along Scatter Root Place and Loblolly Drive shall be preserved and maintained in a healthy manner. Dead or dying trees shall be replaced with species approved by the City.

The grading necessitates the construction of a low retaining wall along the western edge of the property, south of Loblolly Drive. Grading and constructing this retaining wall will result in the removal of existing vegetation on the subject site along the western edge. Buffering and Screening options are discussed later in this report.

Overall, the site plan within this DDP application is largely consistent with the BDP site plan approved by the City Council.

- Unit count and density are the same (300 units, 18 units / acre)
- Parking count increases from 619 spaces to 633 spaces – 600 are required.
- Approved BDP setbacks: West & South: 20'; North & East: 15'. The north, east and south setbacks conform to the BDP. The west setback varies from 20' to 19.4'.

Architectural characteristics and building elevations were a significant topic of conversation with the City Council. Particularly how buildings relate to Executive Boulevard and the transition from the contemporary design of the commercial/retail frontage to the more traditional residential buildings deeper in the site.

The applicant has adjusted the site plan that improve the aesthetics and enhance the contemporary feel along Executive Boulevard since the application was last reviewed by the Planning Commission. First, the applicant has introduced two 3-story buildings that have a contemporary design between the commercial frontage and the traditionally designed residential area. Secondly, the clubhouse has been moved further south and provides a nice entry focal point. Lastly, the applicant has made changes to the residential garage and entry doors, so the elevation appears less "barn-like". Staff feels all three changes are improvements to the site plan and overall project.

Conformance With Other Zoning Requirements:

Open Space

The PM district requires no less than 25% open space, the site plan indicates approximately 36% open space.

Mechanical / Storage areas

The DDP indicates that all storage and dumpster areas are enclosed and screened according to the zoning code.

Lighting

The overall lighting plan conforms to the zoning code requirements for average illumination of the parking areas and light trespass restrictions. All fixtures are full cutoff and light poles do not exceed 20'.

Staff has requested the applicant lower the wall pack lighting on the west side buildings from 25' to 20' to reduce potential glare to adjacent homes. Specifically, fixtures labeled: C-31, C-47, C-50 & C-40.

If the west walkway remains, staff suggests lowering wall fixtures F-1, 2, 3, 4 from 18' to 10'. If the sidewalk is eliminated, these wall fixtures should also be eliminated. See staff analysis for further discussion about the sidewalk.

Signage

No signage plans were submitted with the DDP application. This is likely because the applicant is still exploring branding ideas.

Parking

Parking is provided through a mixture of internal garages, free-standing garage buildings and surface parking. The surface parking lots are strategically arranged and relatively small compared to other recent residential developments. All surface parking spaces are 10' x 18'.

Landscaping and Screening

The landscaping plan indicates a myriad of tree, shrub, and perennial plantings throughout the site. The landscaping plan indicates approximately 220 new trees, 272 bushes and 133 perennials.

Staff recommends additional shrubs along the west parking areas to screen headlights from adjacent properties.

Staff Analysis

The DDP application significantly 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, and architectural standards.

At the request of planning staff, the applicant added an 8-foot walkway along the western edge of the site to connect the residential neighborhood to the emerging entertainment district along Executive Boulevard and existing destinations like the Rose Music Center, TJ Chumps, etc. Residents are likely to walk or bike through this development if the pathway is convenient and illuminated.

This connection reduces the distance between a home on Loblolly to TJ Chumps from 1.8 miles to 0.24 miles (1,300 feet). Neighborhood residents will likely walk through this site to get to the entertainment areas; therefore, an intentional connection is important.

However, this walkway limits the amount of landscaping and screening that can be provided between the buildings and the adjacent properties. While not ideal, this walkway could be eliminated, and a smaller sidewalk constructed on the east side of the dog park linking the commercial area to the drive isle.

Mr. Andrew Larussi from RHM Real Estate Group was present. Lengthy discussion on the west side walkway vs. drive isle, retaining wall, police data, gated, lighting on the walking path, sign package, one entrance, parking and round about, 3 phases, market rate, commercial plans, fire department clearance, Loblolly emergency gate, traffic study, and tandem parking.

Mr. Steve Masingill said he liked the development but huge concern is crime, sidewalk access very important, need to connect Executive and Shull, run off, and invasive species like bats.

Ms. Cynthia Schwartz spoke about the parking by clubhouse and sidewalk on Executive.

Action

Ms. Thomas moved to approve the request by the applicant 7125 EXECUTIVE BLVD., LLC, for approval of a Detailed Development Plant (DDP 24-05) in accordance with the recommendation of Staff's Memorandum dated April 4, 2024, as amended and the Planning Commission Decision Record attached thereto.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Mr. Cassity, Ms. Thomas, Mr. Jeffries, and Mr. Walton. NAYS: Ms. Vargo. Motion to approve carried 4-1.

VIII. Additional Business

None

IX. Approval of the Minutes

Without objection, the minutes of the March 12, 2024, Planning Commission meetings are approved.

X. Reports and Calendar Review

Tesla Minor Change
Buc-see's Basic Development Plan

XI. Upcoming Meetings

May 14, 2024
June 11, 2024

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

TO APPROVE A BASIC DEVELOPMENT PLAN IN A PLANNED MIXED (PM) USE DISTRICT FOR A NEW 17,725 SQUARE FOOT GOVERNMENT CENTER FOR PROPERTY LOCATED AT 6151 BRANDT PIKE AND IDENTIFIED AS PARCEL NUMBER P70 03912 0146 ON THE MONTGOMERY COUNTY AUDITOR’S MAP AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE BDP 24-07).

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

WHEREAS, the Planning Commission has reviewed Case BDP 24-07 and on April 9, 2024, recommended approval by a vote of 5-0 of the Basic Development Plan; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Basic Development Plan is hereby approved in accordance with the Planning Commission’s recommendation and with the following conditions:

- 1. All signs shall conform with Section 1189 of the Huber Heights Planning and Zoning Code unless otherwise approved by the Planning Commission.

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 _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10041

Topics of Discussion R.

Council Work Session

Meeting Date: 05/07/2024

Waverly Place - Development Agreement

Submitted By: Bryan Chodkowski

Department: Assistant City Manager

Council Committee Review?: Council Work Session

Division: Economic Development

Date(s) of Committee Review: 05/07/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Waverly Place - Development Agreement

Purpose and Background

The Waverly Place development agreement is a companion piece to the Waverly Residential Development Incentive District (TIF) legislation pending before City Council. Collectively, these two pieces will allow for the construction of 97 new owner-occupied housing units collectively valued at more than \$31,400,000. The agreement under consideration defines the roles and responsibilities of both the City and the developer. The developer has agreed to make certain improvements which exceed City requirements or have future benefit to the City. Examples include more robust project screening, enhanced subdivision entry, and a new sanitary sewer lift station with the capacity to sewer additional future users. The City has agreed to create a TIF and reimburse the developer for the expenses incurred by exceeding City expectations in an effort to be responsive to the concerns of area residents.

Following the commitments of this development agreement, the TIF will generate approximately \$3,600,000 which the City Council can allocate toward future water, sewer, street, and/or stormwater improvements in accordance with the Citywide Infrastructure Reliance Study.

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. 2024-R-

AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH CAMPBELL BERLING DEVELOPMENT COMPANY, LLC RELATING TO THE WAVERLY PLACE RESIDENTIAL DEVELOPMENT.

WHEREAS, the City of Huber Heights (the “City”) and Campbell Berling Development Company, LLC (the “Developer”) plan to enter into a Development Agreement (the “Agreement”); and

WHEREAS, the Agreement provides for the development of ~22.38 acres of real property located on the east side of Bellefontaine Road, north of Fishburg Road, and south of Chambersburg Road; and

WHEREAS, the Developer proposes to construct, or cause to be constructed, 97 owner-occupied housing units (the “Project”); and

WHEREAS, the City and Developer have determined to enter 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 and 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 attached hereto as Exhibit A, by and between the City and the 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 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, Law Director, 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 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

Passed by Council on the _____ day of _____, 2024;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

WAVERLY DEVELOPMENT AGREEMENT

by and between

CITY OF HUBER HEIGHTS, OHIO

and

CAMPBELL BERLING DEVELOPMENT COMPANY, LLC

relating to

WAVERLY RESIDENTIAL DEVELOPMENT

dated as of

_____, 2024

WAVERLY DEVELOPMENT AGREEMENT

This WAVERLY DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into this ____ day of _____, 2024 (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 **CAMPBELL BERLING DEVELOPMENT COMPANY, LLC.**, an Ohio limited liability company (the “*Developer*” and together with the City, the “*Parties*” and each of the Parties individually referred to herein as a “*Party*”), under the circumstances summarized in the following recitals:

RECITALS

WHEREAS, the Developer has purchased 22.38 acres within the City (which real property is depicted on **EXHIBIT A** which is attached hereto and such real property is collectively referred to herein as the “*Waverly Development Property*”) and the Developer proposes to construct, or cause to be constructed, thereupon 97 single-family residences with an average market sale price of \$324,731.00 per unit (the “*Waverly Development Project*”); and

WHEREAS, City Council intends to consider for passage Ordinance No. 2024-0-_____ (the “*TIF Ordinance*”), pursuant to the TIF Statutes, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43, thereby exempting from taxation any improvements to the Waverly Development Property and requiring the current and future property owners to make service payments in lieu of taxes (those payments, and any other payments received by the City in connection with the TIF Ordinance under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, are collectively referred to as the “*TIF Payments*”); and

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

WHEREAS, the Parties have determined to enter into this Agreement to provide for the construction of the Waverly Development Project, and the provision of related real property TIF tax exemptions;

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

(END OF RECITALS)

ARTICLE I

DEFINITIONS

. 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.

. As used herein:

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

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

“**City Attorney**” means the City Attorney of the City 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 6.2.

“**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.

“Declaration” means the Declaration of Covenants (which shall be substantially in the form attached hereto as **EXHIBIT C**) which shall be executed and recorded by the Developer in accordance with Section 2.3.

“Developer” means Campbell Berling Development Company, LLC, an Ohio limited liability company.

“Developer Default” shall have the meaning set forth in Section 8.1.

“Developer Mortgage” shall have the meaning set forth in Section 7.5.

“Developer Mortgagee” shall have the meaning set forth in Section 7.5.

“Effective Date” means the date as defined in the preamble of this Agreement.

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

“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
Coolidge Wall Co., L.P.A.
33 West First Street, Suite 200
Dayton, Ohio 45402
Attention: Law Director
Telephone: (937) 223-8177

as to the Developer: Campbell Berling Development Company, LLC
c/o CB Management Services, Inc.
3333 Madison Pike, Suite C
Ft. Wright, KY 41017
Attention: Greg Berling
Telephone: (859) 578-8500
Email: gberling@cbman.com

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

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

“Real Property Tax Exemption Recipient” shall have the meaning set forth in Section 6.2(c).

“State” means the State of Ohio.

“TIF Ordinance” means Ordinance No. 2024-0-_____ passed by the City Council on _____, 2024.

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

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

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

. 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

. 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 Waverly Development Project.

. 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.

.
(a) Filing. It is intended and agreed, and it will be so provided by the Developer in the Declaration relating to the Waverly Development Property to be recorded by the Developer in the real property tax records maintained in the office of the County Recorder immediately after the recording of the deed granting title to the Waverly Development Property to Developer and prior to any other documents that may create a lien on the Waverly Development Property that certain covenants set forth herein shall hereafter be binding upon owners of the Waverly Development Property. 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 Waverly Development Property to make the TIF Payments, the City will, upon the request of the owner, execute an instrument in recordable form evidencing the termination of the Declaration with respect to the Waverly Development Property and releasing the covenants running with the land as set forth in the Declaration with respect to that owner's portion.

(END OF ARTICLE II)

ARTICLE III
REPRESENTATIONS AND COVENANTS OF
THE PARTIES

. 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 No. 2024-0-_____ passed by City Council on _____, 2024 authorizing the execution and delivery of this Agreement, has been duly passed and is in full force and effect as of the Effective Date.

. 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 of Ohio and qualified to do business in that State.

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

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

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

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

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

(g) It, each of its members, each spouse of its members, each child of its members, and each political action committee affiliated with the Developer complies with Ohio Revised Code Section 3517.13 limiting political contributions.

(END OF ARTICLE III)

ARTICLE IV

DEVELOPMENT PROJECT

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

. The Parties acknowledge and agree that the Waverly Development Project that will be developed, or caused to be developed, by the Developer and is expected to be approved by the City (which approval will not be unreasonably conditioned, delayed or withheld) is as follows:

The Developer will construct 97 single-family residences (both free-standing and duplexes) on the Waverly Development Property in accordance with the Basic Development Plan as approved by the City on May 23, 2022, pursuant to Ordinance 2022-O-2532. The average market sale price is estimated to be \$324,731.00 per unit. The Waverly Development Project is targeted for completion in two (2) phases and available for occupancy starting in the Fall; of 2025 and ending in the Fall of 2028.

The Developer anticipates that approximately 150 temporary jobs will be created in connection with the construction of the Waverly Development Project. The Developer also anticipates that the Waverly Development Project will have a market valuation for the purposes of real property taxation of at least \$30,000,000.

. For the Waverly Development Project, the Developer has prepared and submitted a site plan, architectural renderings and related development plans to the City, in such detail as was reasonably necessary for review and approval by appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in

accordance with the pertinent City Codified Ordinances. Such site plan, architectural renderings and related development plans were submitted, reviewed, and approved by the City's Planning Commission on March 29, 2022 as part of Case CBDP 22-11, the City Council on May 23, 2022 in accordance with Ordinance 2022-O-2532, and the City Planning Commission on July 12, 2022 as part of Case DDP 22-28.

. The Developer shall be responsible for the following public infrastructure with respect to the Waverly Development Project:

(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 (which may be on public easements) within the Waverly Development Project, which water lines, hydrants, valves, and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements.

(b) Sanitary Sewer. Except as otherwise provided herein, 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 Waverly Development Project, which sanitary sewer lines and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements and will be dedicated and an easement granted to the City.

(c) Storm Sewer. Except as otherwise provided herein, at no cost to the City, the Developer shall grant to the City storm sewer drainage easements, as necessary, and will dedicate a storm sewer collection system and related onsite and detention and/or retention ponds to the City which will be designated on the detailed development plan(s) and plat(s) for the Waverly Development Project. The exact location and size of such storm sewer drainage easements and on-

site ponds shall be determined by the detailed development plan(s) and final plat(s) as approved by the City, consistent with the zoning thereof, as herein provided, engineering standards and all other applicable rules and regulations. Except for underground storm sewer pipes, the Developer shall be responsible for all maintenance and repair of the storm sewer management system (including but not limited to easements and ponds) on the Waverly Development Project.

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

(d) Roadways. Except as otherwise provided herein, all roads within the Waverly Development Project shall be constructed by the Developer as needed for its intended use of the Waverly Development Project. All public roads shall be constructed in accordance to the City standards as applicable to the type of road being constructed and all private roads shall be constructed in accordance with final development plans and permits approved by the City. All roads shall be reviewed, inspected and approved by the City.

(e) Cross Easements for Utility Services. The Parties agree among themselves to grant, without charge, reciprocal cross-easements or easements to public or private utilities, as appropriate, for construction of utilities described in this Section 4.4, or other public or private utilities to service the Waverly Development Project; *provided, however*, that all easements shall be within or adjacent to the various proposed public roads or driveway rights-of-way, as set forth on the revised basic development plan for the Waverly Development Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Waverly Development Project. Easements for surface drainage shall follow established water courses,

unless otherwise agreed to by the affected Party. The Developer shall restore any easement areas to a condition which is reasonably satisfactory to the City promptly following any construction work by it. The City shall restore any easement areas following any construction work by the City in accordance with the City Codified Ordinances.

(f) Dedication. All public utilities and public roadways (including related rights-of-way) installed and/or constructed within the Waverly Development Project (except certain of the storm sewer improvements referenced in Section 4.4(c) which may hereafter be identified by the City and the utility cross easements described in Section 4.4(e)) shall be dedicated (free and clear of any liens, encumbrances and restrictions except as may be permitted in writing by the City) to the City and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement.

. The Developer shall be responsible for developing the Waverly Development Project in accordance with the detailed development plans as approved by the City Planning Commission on July 12, 2022 pursuant to Case DDP 22-28, 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 Waverly Development Property and to design, finance and construct the Waverly Development Project. Unless a later date applies to a given obligation, as expressly set forth in this Agreement, the obligations under this Agreement of the Developer shall, as to the Waverly Development Project, commence at such time as title to the parcel(s) upon which said Waverly Development Project is to be constructed is/are transferred to the Developer as evidenced by the recordation of the deed(s) to said parcel(s).

. Prior to commencing construction of the Waverly Development Project, the Developer shall obtain all necessary permits from all levels of government having jurisdiction thereover to allow the Developer to build and develop the Waverly Development Project consistent with the

detailed development plan(s) for the Waverly Development Project. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

. The Developer shall, as and when customarily payable to the City on projects comparable to the Waverly Development Project, pay the then current standard fees in connection with any construction of the Waverly Development Project, which fees shall include, but not be limited to, fees for the provision of water, sanitary sewer and storm sewer services, and which fees, the City agrees, will be determined in a manner consistent and uniform with the manner of fee determination on projects comparable to the Waverly Development Project. The Developer acknowledges and agrees that the City reserves the right to adjust the standard fees described in this Section 4.7 from time to time in a manner consistent and uniform with the manner of fee determination on projects comparable to the Waverly Development Project. The Developer shall also ensure that any other standard fees, sales and use taxes, if any, and license and inspection fees necessary for the completion of the Waverly Development Project shall be timely paid.

. The City agrees to provide to the Waverly Development Project all City services usually and customarily provided by the City, including but not limited to, fire and police protection and road maintenance on dedicated and accepted public streets; *provided however*, the City shall not be required to construct and install improvements related to the provision of those services except as otherwise provided herein.

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

. In connection with the construction of the Waverly Development Project and in performing its obligations under this Agreement, the Developer agrees that it shall comply with, and require all of its employees, agents, contractors and consultants to comply with, all applicable federal, state, county, municipal (including City Codified Ordinances) and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Waverly Development Project or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or legally binding upon the Developer, at any time in force affecting the Waverly Development Project or any part thereof.

. The Parties agree that the expeditious completion of the Waverly Development Project will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Waverly Development Project in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Waverly Development Project; *provided, however*, the Developer acknowledges and agrees that the various approvals of the City relating to planning and zoning described in this Article IV shall not be effective until approved by the appropriate body as contemplated hereby. The Parties each agree that the City shall have no responsibility relative to the marketing or sale of the real property or improvements thereto within the Waverly Development Project.

(End of Article IV)

ARTICLE V

TAX INCREMENT FINANCING

. The City agrees to reimburse the Developer from the proceeds of bonds (to be issued by the City and to be purchased by (i) the Developer or an affiliate or person or person related to the Developer, and/or (ii) by third party purchaser or purchasers brought in by the Developer through a qualified municipal bond/public finance firm) in the amount of \$1,100,000 as partial reimbursement for the public infrastructure costs incurred by the Developer as described in Section 4.4 hereof. The public infrastructure subject to this reimbursement is limited to sanitary sewer lift station improvements, the addition of a turn lane to Bellefontaine Road, sidewalks along both sides of Bellefontaine Road, and certain improvements to the entry drive of the Waverly Development Project and further defined with Ordinance _____, establishing the Waverly Place Incentive District, adopted by the City on _____. Specific terms thereof will be contained in a Reimbursement Agreement between the City and the Developer whereby the City will provide the aforementioned partial reimbursement to the Developer, and in a Bond Purchase Agreement to be entered into at the time the aforementioned bonds will be issued. The Parties agree that nothing in this Agreement shall be interpreted to characterize the City's obligations hereunder as general obligation debt or bonded indebtedness, or a pledge of the full faith and credit of or taxes levied by the City.

. 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 Waverly Development Property 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.

. 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) practice nondiscriminatory hiring in its operations. In furtherance of that policy, the Developer will agree that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

(END OF ARTICLE V)

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

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

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

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

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

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

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

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

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

(a) Default by the City in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty days after

written notice from the Developer, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty days, a City Default shall not be deemed to occur so long as the City commences to cure the default within the thirty day period and diligently pursues the cure for completion within a reasonable time;

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

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

(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 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 6.3(a), City Council must first authorize and appropriate sufficient monies to pay the City's portion of the cost.

(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 6.3(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 6.3(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

. 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.

. Except as otherwise provided herein, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; *provided, however*, that the Party seeking the benefit of the provisions

of this Section must, within a reasonable period following commencement of the enforced delay, notify the other Party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

(END OF ARTICLE VI)

ARTICLE VII

MISCELLANEOUS

. This Agreement may not be assigned without the prior written consent of the nonassigning Party; *provided, however*, that the Developer may assign its rights and responsibilities under this Agreement to Grand Communities, LLC, a Kentucky limited liability company affiliated with Fischer Homes, or to any affiliate of the Developer; *provided, further*, any assignment shall not have an effective date earlier than the date title to the parcel upon which such Waverly Development Project is to be constructed is/are transferred to Grand Communities, LLC or 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 Waverly Development Project has been completed, the Developer may sell the Waverly Development Property and assign this Agreement to an unrelated third party, which has the financial resources and expertise to own and operate the Waverly Development Project, with the written consent of the City, which consent will not be unreasonably conditioned, delayed or withheld.

. 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 Waverly Development Project is to be constructed is executed and delivered by Developer; *provided, however*, that the automatic transfer of such rights, remedies, and interests described in this sentence are herein limited to the rights, remedies, and interests as they relate to and affect the Waverly Development Project owned by the Developer.

. 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.

. 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.

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

. 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.

. 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.

. This Agreement may be executed in several counterparts, each of which will be deemed to constitute an original, but all of which together constitute but one and the same instrument. It is not necessary in proving this Agreement to produce or account for more than one of those counterparts.

. All covenants, obligations and agreements of the Parties contained in this Agreement are effective to the extent authorized and permitted by applicable law. No member, official or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that

affects his personal interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, member or employee of the City or the Developer, or its successors or permitted assigns, other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement nor any present or future member, officer, agent, director or employee of the Developer, or its successors or permitted assigns, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

. This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees and the Developer, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

. 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.

. 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.

. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received by email, or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the Notice Address, or to another address of which the recipient has previously notified the sender in writing, and the notice will be deemed received upon actual receipt, unless sent by certified mail, in which case the notice will be deemed to have been received when the return receipt is received, signed or refused. Any process, pleadings, notice or other papers served upon any Party must be sent by registered or certified mail at its Notice Address, or to another address or addresses as may be furnished by one party to the other.

. 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.

. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement contained herein, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. If any

provision, covenant, obligation or agreement contained herein is subject to more than one interpretation, a valid and enforceable interpretation is to be used to make this Agreement effective. That invalidity or unenforceability will not affect any valid and enforceable application, and each provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(END OF ARTICLE VII – SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**CAMPBELL BERLING DEVELOPMENT, LLC, an
Ohio limited liability company**

By: _____

Printed: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2024, before me a Notary Public personally appeared _____, the _____ of Campbell Berling Development Company, 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 Campbell Bering Development Company, 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 2024 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: _____, 2024

Director of Finance
City of Huber Heights, Ohio

EXHIBIT A
LEGAL DESCRIPTION OF WAVERLY DEVELOPMENT PROPERTY

EXHIBIT B
DEPICTION OF WAVERLY DEVELOPMENT 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 CAMPBELL BERLING DEVELOPMENT COMPANY, LLC, an Ohio limited liability company, having its address at 3333 Madison Pike, Suite C, Ft. Wright, KY 41017 (the “Declarant”).

WITNESSETH:

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. _____ (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 and the Agreement (defined below) is a public purpose and is exempt from taxation (such exemption referred to herein as the “TIF Exemption”) for a period as set forth in the TIF Ordinance and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Statutes”) and the TIF Ordinance; and

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

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

WHEREAS, the Declarant and the City entered into a Development Agreement dated as of _____, 2024 (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, this Declaration is being made and filed of record 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. **Development of the Parcels.** The Owners agree to develop the Parcels in the manner described in the Agreement.

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 Statutes, the TIF Ordinance and any subsequent amendments or supplements thereto. TIF Payments will be made semiannually to the County Treasurer of Montgomery County, Ohio (or to such Treasurer’s designated agent for collection of the TIF Payments) on or before the due dates for payment of real property taxes for each Parcel, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. TIF Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel (after credit for any other payments received by the City under Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, or any successor provisions thereto, as the same may be amended from time to time, with such payments referred to herein as the “*Property Tax Rollback Payments*”) if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and TIF Payments with respect to any portion of the Improvement, whether pursuant to Section 5709.42 of the Ohio Revised Code or the Agreement; *provided, however*, this shall not preclude payment of any sum otherwise required to be paid under the Agreement.

Section 4. **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 5. **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 6. **Provision of Information.** The Owners agree to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually the

compliance of each Owner with the terms of this Declaration during the term of the TIF Exemption for the Parcel.

The Owners further agree to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Sections 5709.40(I), as applicable, to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 7. **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 8. **Covenants to Run With the Land.** The Owners agree that each of their covenants contained in this Declaration are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against each Parcel, as applicable, any improvements thereon and the owner of the Parcel, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The City has the right in the event of any breach of any covenant herein contained to exercise all of the rights and remedies as set forth in Section 6.3 of the Development Agreement.

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

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

Each Owner further agrees that, unless otherwise agreed by the City in a written and recorded amendment to this Declaration, the covenants herein have priority over any other lien or encumbrance on any Parcel it owns and any improvements thereon, except for encumbrances, easements and restrictions applying to such Parcels and of record at the time that this Declaration is recorded, except that, each Owner will cause any and all holders of mortgages or other liens existing on each Parcel it owns as of the time of recording of this Declaration to subordinate such mortgage or lien to those covenants running with the land.

The Declarant acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the TIF Payments will be treated in the same manner as taxes for all purposes

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

**CAMPBELL BERLING DEVELOPMENT
COMPANY, LLC, an Ohio limited liability
company**

Title:

STATE OF OHIO)
) SS:
COUNTY OF)

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

This instrument is prepared by:

ATTACHMENT A-1
DESCRIPTION OF THE PROPERTY

ATTACHMENT A-2
DEPICTION OF THE PROPERTY

4861-8068-3704 v.2