



**CITY OF HUBER HEIGHTS
STATE OF OHIO**

City Council Work Session

**August 5, 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. July 16, 2024
3. **Work Session Topics Of Discussion**
 - A. City Manager Report
 - B. Citizens Water And Sewer Advisory Board Update
 - C. Supplemental Appropriations
 - D. Huber Heights City Schools - MOU - School Resource Officers
 - E. Decorative Street Lighting Installation - Meadows Park Drive - Award Contract
 - F. Thomas Cloud Park - Sidewalk/Curbs - Brandt Pike - Solicit Bids

- G. City Buildings - Elevator Replacement - Solicit Bids
- H. City Buildings - Parking Lots - Asphalt Overlay - Solicit Bids
- I. Assistant City Manager Appointments
 - * Aaron Sorrell
 - * Alex.Zaharieff
- J. Director Of Public Safety Designation - City Manager
- K. Case BDP 24-13 - Homestead Development - Basic Development Plan - Red Buckeye Drive/Carriage Trails Boulevard
- L. Carriage Trails Boulevard/Brandt Pike Traffic Signal Update/Donation Of Real Property - Brandt Pike
- M. Board And Commission Appointments
 - * Parks And Recreation Board Appointment
- N. Naming - New City Governance Center - Richard F. Shomper
- O. Twentieth Amendment - Amended And Restated Development Agreement - DEC Land Co. I, LLC - (Carriage Trails I)

4. **Adjournment**

AI-10245

Topics Of Discussion **B.**

Council Work Session

Meeting Date: 08/05/2024

Citizens Water And Sewer Advisory Board Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/05/2024

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

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

Agenda Item Description or Legislation Title

Citizens Water And Sewer Advisory Board Update

Purpose and Background

Representatives of the Citizens Water and Sewer Advisory Board will give an update presentation on the activities and work of the Citizens Water and Sewer Advisory Board (see attached).

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Presentation

Citizens Water and Sewer Advisory Board (CWSAB)

Presentation to Huber Heights City Council

Background

August 5, 2024

- The Code of Ordinances, Chapter 167, specifies CWSAB creation and composition (167.01) and members (167.02)
- The Citizens Water and Sewer Advisory Board (CWSAB) consists of seven members appointed by the City Council for staggered three-year terms
- CWSAB membership is comprised of representatives of the business community and the community-at-large
- | Member Names | Term Expires |
|----------------------------|-----------------|
| Samuel Robinson, Chair | January 1, 2026 |
| Lisa Jeter | January 1, 2025 |
| Harald Loeschke | January 1, 2027 |
| Michael Mullen, Vice Chair | January 1, 2026 |
| Edwin Petticrew | January 1, 2026 |
| Yog Singhal | January 1, 2027 |
| Vacant | January 1, 2025 |
- CWSAB meetings are bi-monthly on the 3rd Monday of odd-numbered months (except January (3rd Tuesday)) at 6:00 p.m. in the Police Community Room

Citizens Water and Sewer Advisory Board (CWSAB)

Presentation to Huber Heights City Council

August 5, 2024

- CWSAB Staff Liaison: Russell Bergman, P.E., City Engineer
- CWSAB Secretary: Stephanie Wunderlich, Administrative Assistant, Engineering Division
- Veolia Project Manager: Gary Bunnell
 - Replaced Pam Whited, effective July 1st
- The CWSAB meeting agenda includes
 - Approval of minutes from prior meeting (Ms. Wunderlich prepares the minutes)
 - Customer comments
 - Old business / new business, as necessary
 - Staff liaison report (Mr. Bergman prepares a report, which enters the minutes)
 - Veolia report (Mr. Bunnell prepares a report, which includes miscellaneous comments, which enter the minutes, and statistics, which enter the Veolia Annual Report of Operations, prepared in mid-Winter and presented to the City Council in mid-Spring)

Citizens Water and Sewer Advisory Board (CWSAB)

Presentation to Huber Heights City Council

August 5, 2024

CWSAB Duties

- The Code of Ordinances (167.04) specifies CWSAB duties
- Upon motion by Council or written request by City staff, review, recommend, and advise concerning such matters relating to the Water, Stormwater, and Sewer Facilities, including, but not limited to, such matters as:
 - (a) Management, operation, and maintenance of water, stormwater, and wastewater systems and properties;
 - (b) Quality of water delivered to customers;
 - (c) Rates to be charged for water, stormwater, and sewer service;
 - (d) Customer billings and other elements of customer service;
 - (e) Capital improvements; and
 - (f) Policies to govern the operation of the water, stormwater, and sewer systems
- The Code of Ordinances (167.05) specifies the CWSAB may review on its own initiative existing legislation, rules and regulations, policies, and standard operation procedures

Citizens Water and Sewer Advisory Board (CWSAB)

Presentation to Huber Heights City Council

August 5, 2024

CWSAB Duties Cross Reference

- The Code of Ordinances Part Nine – Streets and Public Services Code
- Chapter 922, Stormwater Management Code (922.30(c) and (d))
 - Adjustment of service charge
- Chapter 923, Sanitary Sewers (923.05(e)(1) and 923.10(a))
 - Sewer extensions and building services; Complaints and appeals
- Chapter 929, Water Distribution (929.38(a))
 - Billing complaints

Citizens Water and Sewer Advisory Board (CWSAB)

Presentation to Huber Heights City Council

August 5, 2024

CWSAB Observations

- Although CWSAB meetings are bimonthly, since this time last year, the CWSAB has had to cancel three meetings (September 18th, November 20th, January 16th) due to a lack of a quorum
 - CWSAB met on March 18th, May 20, July 29th
 - CWSAB handled in-person customer billing complaints on March 18th (1), May 20th (1), and July 29th (1)
- The CWSAB appreciates the tours of the water treatment plant, as the tours are very helpful in understanding the City's water infrastructure
- The CWSAB continues to look for ways to improve communication with stakeholders like City Council, City staff, Veolia, City businesses and residents

Citizens Water and Sewer Advisory Board (CWSAB)

Presentation to Huber Heights City Council

August 5, 2024

CWSAB Observations (continued)

- Management, operation, and maintenance of water, stormwater, and wastewater systems and properties: The CWSAB is very pleased with all the CWSAB interactions with our City's Engineering Department and with Veolia and has high confidence that the management, operation, and maintenance of these systems and properties is at a very high standard
- Quality of water delivered to customers: The City of Huber Heights Annual Drinking Water Quality Report indicates our City has a safe and dependable supply of drinking water
- Rates to be charged for water, stormwater, and sewer service: The Piqua rate study shows our City regionally has one of the lowest combined water and sewer cost
- Customer billings and other elements of customer service: The City has had few complaints related to billing and to other elements of customer service; the CWSAB routinely does ask the Veolia representative, in particular, what more could be done to improve customer service, e.g., in response to the recent cyber attack
- Capital improvements: The CWSAB asks this routinely of the Engineering Department; in fact, at the next meeting, the City Engineer will review with the CWSAB the most recent capital improvement plan
- Policies to govern the operation of the water, stormwater, and sewer systems: The CWSAB asks this routinely, for example, in attempting to address any water, stormwater, or sewer comments seen in recent publications, such as from the Dayton Daily News, from professional organizations, from the Federal Government, e.g., on impacts from changes to EPA PFAS guidelines, or similarly, on impacts from changes to EPA cybersecurity guidelines

AI-10255

Topics Of Discussion **C.**

Council Work Session

Meeting Date: 08/05/2024

Supplemental Appropriations

Submitted By: Jim Bell

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

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/05/2024

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 addition to the Military & Veterans Commission budget for honor wall at Wayne High School.
- \$58,795 for the termination pay and benefits for former City Manager Dzik, paid from 7 different funds.
- \$100,000 addition to the amount budgeted for paving parking lots around City Hall.
- \$270,000 for the installation of decorative lights on Meadow Park Drive.
- \$26,000 addition for Fire Department vehicle maintenance.
- \$134,813 addition to the 911 Maintenance account in the Capital Improvement Fund (matches dollars received in 2024 from Montgomery County).
- \$100,000 to relocate the yard waste site (funds will be transferred from the Stormwater Program account under capital projects, so no impact to the budget).

Fiscal Impact

Source of Funds: Various Funds

Cost: \$464,795

Recurring Cost? (Yes/No): No

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

Financial Implications:

The increase of \$134,813 in the Capital Improvement Fund and the \$100,000 transfer within Storm Water Management accounts have no impact to the 2024 Budget.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

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

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

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 increases in the appropriations of the 101 General Fund, as follows:
 - a. Subsection f) Community Services, Operations and Capital of \$10,000.00
 - b. Subsection j) Management, Personnel of \$17,635.00
 - c. Subsection p) Buildings & Grounds, Operations and Capital of \$100,000.00
- 2) Section 4 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 207 Lighting District Fund, Operations and Capital of \$270,000.00.
- 3) Section 5 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 209 Police Fund, as follows:
 - a. Subsection b) Management, Personnel of \$5,880.00.
- 4) Section 6 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 210 Fire Fund, as follows:
 - a. Subsection a) Fire, Operations and Capital of \$26,000.00
 - b. Subsection b) Management, Personnel of \$5,880.00.
- 5) Section 14 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 226 Local Street Operating Fund, as follows:
 - a. Subsection d) Management, Personnel of \$5,880.00.
- 6) 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 \$134,813.00.
- 7) Section 41 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 501 Water Fund, as follows:
 - a. Subsection c) Management, Personnel of \$8,820.00.
- 8) Section 45 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 551 Sewer Fund, as follows:
 - a. Subsection b) Management, Personnel of \$8,820.00.
- 9) Section 47 of Ordinance No. 2024-O-2625 is hereby amended to reflect changes in the appropriations of the 571 Storm Water Management Fund, as follows:
 - a. Subsection b) Streets, Operations and Capital increase of \$100,000.00
 - b. Subsection c) Management, Personnel increase of \$5,880.00
 - c. Subsection e) Capital, Operations and Capital decrease of \$100,000.00.

Gasoline Tax Fund	\$127,635
Lighting District Fund	\$270,000
Police Fund	\$5,880
Fire Fund	\$31,880
Local Street Operating Fund	\$5,880
Capital Improvement Fund	\$134,813
Water Fund	\$8,820

Sewer Fund	\$8,820
Storm Water Management Fund	\$5,880

AI-10242

Topics Of Discussion D.

Council Work Session

Meeting Date: 08/05/2024

Huber Heights City Schools - MOU - School Resource Officers

Submitted By: Maria Beisel

Department: City Manager

Division: Police

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/05/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Huber Heights City Schools - MOU - School Resource Officers

Purpose and Background

This is a continuation of service for 3 SRO positions. This MOU is effective for the 2024-2026 school years.

Fiscal Impact

Source of Funds: Police Division Budget

Cost: N/A

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

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

Financial Implications:

N/A

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HUBER HEIGHTS CITY SCHOOL DISTRICT AND TO CONTINUE THE SCHOOL RESOURCE OFFICER PROGRAM.

WHEREAS, the Huber Heights Police Division received a grant in 2002 to help fund a School Resource Officer (SRO) program in which a Memorandum Of Understanding (MOU) between the City and the Huber Heights City School District was formed; and

WHEREAS, the original Memorandum Of Understanding has expired; and

WHEREAS, the Huber Heights City School District and the City have agreed to maintain three (3) SRO positions to continue the valuable program and have agreed to share the funding as detailed in the proposed Memorandum Of Understanding attached hereto as Exhibit A.

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 the Memorandum Of Understanding with the Huber Heights City School District to share the funding for three (3) School Resource Officers.

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

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

AGREEMENT BETWEEN THE HUBER HEIGHTS CITY SCHOOL DISTRICT BOARD OF EDUCATION AND THE CITY OF HUBER HEIGHTS.

I. Policy Statement

A. Purpose

The purpose of the School Resource Officer (SRO) Program involves the assignment of carefully selected and trained police officers from the Huber Heights Police Division to work directly in the schools of the Huber Heights City School District in cooperation with the administrators and faculty. The program is designed to minimize disruption to the educational process in the Huber Heights City School District by a commitment to maintain a zero tolerance for weapons, drugs, violence, and unruly behavior through the arrest of violators, confiscation of contraband, counseling of at-risk youth, and maintaining an atmosphere that is safe and conducive to learning.

B. Objectives of the Program.

1. Build a positive image toward orderly behavior.
2. Familiarize students with the role of law enforcement personnel, their objectives, and role in society.
3. Encourage students to stay in school.
4. Implement an effective program of safety education.
5. Make the campus a safe environment for learning through law enforcement and crime prevention.
6. Work with students to foster a positive attitude toward law enforcement.
7. Encourage more cooperation between students and police.
8. Reduce juvenile crime. Promote positive youth development.
9. Assist teachers/staff with instruction or support information as requested.

C. Duties of the School Resource Officer (SRO)

The SRO's activity in the Huber Heights City Schools will be guided by the following procedures. These procedures have been drafted in a cooperative effort between Huber Heights City School District and Huber Heights Police Division. These procedures highlight several areas which are collectively felt to be necessary. It is understood that specific daily assignments to accomplish the following functions will vary from school to school. The primary functions of the SRO are as follows:

1. Provide a safe and secure school environment.
2. Serve as an educational resource officer.
3. Serve as liaison between the school and the Huber Heights Police Division.
4. Meet with the school principal and at times with central office Administration to discuss plans and strategies to address specific issues or needs as they may arise.
5. Protect the students and staff.
6. Reduce juvenile delinquency through close contact with students and school personnel.
7. Investigate delinquent acts within the school system and its neighborhood complex when school or student oriented.
8. Participate as a resource person for the school district in classrooms, assemblies, and other school events.

D. Personnel Assignments

1. Volunteers are selected from the Police Division and after examination of their qualifications by representatives of the Police Division and the District, members will be recommended for consideration by the Police Chief.
2. The officer will be a full-time commissioned police officer certified by the State of Ohio Peace Officer Training Commission.
3. The officers are assigned to the Public Affairs Unit of the Huber Heights Police Division. When dealing with matters specifically related to operation of the schools, the officer will fully cooperate with the school security and/or the building principal. When dealing with matters directly related to violations of law, officers will be under the direction of his/her Police Division chain of command.
4. Ordinarily, the SRO will work five days a week with weekends off. Working schedules and off days may be altered by the officer's supervisor.
5. Communications control
 1. Interoffice mail, electronic mail and general correspondence
 11. Contact by police radio via the communications center
 111. Cellular Phone
 - 1v. Office Phone in their respective schools
6. Dress for the SRO will be the full police uniform of the day or the approved SRO class C uniform.

E. Scope of Accountability of the SRO

1. The SRO's assignment is the Huber Heights City School District.
2. The SRO will be accountable to the Police Division' s chain of command.
3. While at the schools, the SRO will work closely with and fully cooperate with the school security and staff.
4. The SRO is expected to cooperate with the school officials, including administrators and faculty.
5. The SRO will abide by the school policy regarding school operations and respond to the request of school officials regarding school operations and policies.

F. Reporting Responsibilities of the SRO

1. Monthly reports of SRO activities will be prepared and submitted through the SRO's chain of command to the Chief of Police.
2. Program records will be maintained by the Police Division' s Administration.
3. A copy of the monthly report will be made available upon request to school administrators, central office staff, and school security officials.

G. Equipment Needs of the SRO

1. Forms will be supplied by the Police Division.
2. Private and effective office space and office supplies will be provided by the school district.
3. All police equipment and clothing are subject to the Police Division rules and regulations as approved.

H. Supervision of the SRO

1. Will be in accordance with the Huber Heights Police Division policy on chain of command.
2. Upon evaluating the performance of the SRO, the respective supervisor will confer with the school principal and/or Superintendent for input regarding in-school performance.

I. Cooperative Liaison

1. School personnel
2. Fire Division
3. Other police units, sections and personnel

J. Guidelines

The School Resource Program has certain guidelines that must be understood by police officers and school staff. They have evolved from experience, informally, but are stated here for clarification.

1. An officer shall be assigned to the school in full uniform or the approved SRO class C uniform.
2. The uniformed officer who relates well to the majority of the student community will help to instill an air of respect and friendliness for other uniformed members of the police division. The uniformed officer who is trained, understanding, fair and sincere can do much towards building positive police-parent relationships.
3. The SRO should not become involved in school matters unless the situation would typically involve law enforcement. SRO's are not school disciplinarians. When working in conjunction with principals and staff on school matters, the SRO's are considered not only law enforcement officers, but also school officials in regard to District policies. They are to work cooperatively with principals and staff on any school related matter. They will remain full time sworn police officers responsible to and directed by the Police Division commandstaff.
4. SRO's will handle any student education records or other confidential information in accordance with District policy and state and federal law.

K. Training

1. In compliance with R.C. 3313.951, any officer assigned as an SRO shall meet the training requirements of that Section, which include:
 - a. Complete a basic training program approved by the Ohio peace officer training commission, as described in division (B) (1) of section 109.7 7 of the Revised Code.
 - b. Complete at least forty hours of school resource officer training within one year after appointment to provide those services through one of the following entities, as approved by the Ohio peace officer training commission:
 - (i) The national association of school resource officers.
 - (ii) The Ohio school resource officer association.

(iii) A peace officer certified to conduct a course that satisfies the conditions set forth in division (B)(3) of this section.

c. Training received pursuant to (b)(i), (ii) or (iii) above shall include instruction regarding skills, tactics, and strategies necessary to address the specific nature of all the following:

1. School campuses.

11. School building security needs and characteristics.

111. The nuances of law enforcement functions conducted inside a school environment, including:

I Understanding the psychological and physiological characteristics consistent with the ages of the students in the assigned building or buildings.

2 Understanding the appropriate role of school resource officers regarding discipline and reducing the number of referrals to juvenile court; and

3 Understanding the use of developmentally appropriate interview, interrogation, de-escalation, and behavior management strategies.

1v. The mechanics of being a positive role model for youth, including appropriate communication techniques which enhance interactions between the school resource officer and students.

v. Providing assistance on topics such as classroom management tools to provide law-related education to students and methods for managing the behaviors sometimes associated with educating children with special needs.

v1. The mechanics of the laws regarding compulsory attendance, as set forth in Chapter 3321 of the Revised Code.

- vu. Identifying the trends in drug use, eliminating the instance of drug use and encouraging a drug-free environment in schools.

II. School Resource Officer Program

The Huber Heights SRO program will be based on the input from the Huber Heights Police Division, the Huber Heights City Schools Administration, teachers, faculty, and students. The programs will be fashioned to fulfill four main roles: (1) law enforcement, (2) education, (3) crime prevention and (4) mentor/problem solver.

- A. Law Enforcement Role - The SRO will be responsible for the majority of law enforcement activities occurring at the school during school hours. This will involve the traditional enforcement activities of arrests, reports, and filing of charges, etc. The officer is also responsible for conducting follow-up investigations at the request of other police division personnel. In addition, the officer is responsible for information sharing between school officials and the Police Division. To establish and maintain credibility, it is imperative that the SRO not be compromised in his/her position as an enforcement authority.
 - 1. It is critical that we establish with school Administration's input, protocol and procedures for enforcement action detailing the officer's role and the school ' s role. It must be clear when and how the officer's law enforcement activities and the school' s administrative discipline will be coordinated.
- B. Crime Prevention - A second role the SRO fulfills is crime prevention. The officer will conduct various activities including foot patrol and internal security throughout the school property when requested and appropriate by school officials. The officer can be utilized by completing security surveys relative to the physical security of school property and facilities. Additionally, the officer will act as a resource to the faculty and staff of the school to advise on matters relative to criminal activity. The officer will help coordinate or conduct crime prevention presentations for faculty, staff and students. Topics of interest in the areas of criminal law and crime prevention could benefit students and staff. Finally, the officer will gather and disseminate intelligence to prevent potential crimes.
- C. Education - The third role of the SRO is education. Considering the overall mission of our schools is to educate, it is very important that the SRO participate in this mission. By becoming a member of the educational team, the SRO will become more accepted by students, faculty and staff. Officers can provide presentations on law-related topics which are provided to any class by teacher invitation. The officer can also speak

to student and parent support groups and provide training to administrators and faculty in the area of law enforcement. An added benefit to this role is the presence of the officer in the classroom. Students who have the opportunity to spend some time with a police officer in a positive, non-threatening setting are also more likely to open up and share information with that officer, thus building trust and respect.

- D. Mentor/Problem Solver - The fourth role of the SRO is that of a mentor/problem solver. Officers can mentor students within the context of that officer's knowledge, training and experience. The officer can be available to the students on a variety of issues which range from dealing with anger, personal conflicts, drug and alcohol issues, abuse and neglect, and other issues which could in some way be connected with the law. The SRO's can work closely with the school counselors, social workers, and psychologists in order to provide appropriate levels of support and information to students in need. SRO's should not attempt to provide ongoing/scheduled or formal counseling with students; but rather, should refer those students to the appropriate school psychologist or counselor for such service.

III. SRO Standard Operating Procedures

The SRO's activity in the school will be guided by the following procedures. These procedures have been drafted in a cooperative effort between the Huber Heights Police Division and the Huber Heights City Schools. These procedures highlight several areas which are collectively believed to be necessary.

- A. Role in Crime Suppression - One of the SRO's roles will be enforcement including traditional criminal investigation and report taking. As a police officer, the SRO has the authority to make arrests and use alternatives to arrest at his/her discretion. The following procedures will help the SRO be as effective as possible in this role.
 - 1. The SRO will be informed by school administration and security officials, of all criminal activity which occurs on the school campus during the day regardless of the seriousness of the offense. The SRO will also inform school Administration and security of all criminal activity occurring on campus to make sure all interested parties remain informed.
 - 2. Typically, for misdemeanor offenses other than drug offenses and offenses of violence, the SRO will work cooperatively with the school administration to determine whether formal charges will be filed. For drug offenses and offenses of violence, the SRO will file formal charges according to Police Division policy.
 - 3. For all felony offenses, the SRO will file charges or facilitate the filing of formal charges in conjunction with school

administration, school security officials, and other police division personnel.

B. Role in Locker, Vehicle and Personal Searches - When requested and lawful, the SRO may assist school Administration in searches of person(s), property or vehicle under the following, but not limited to, applicable reasons:

- I. Student may reasonably be considered a threat to assault the searchers.
2. Student may attempt to escape in a situation in which the student would be a danger to him/herself or a danger to others.
3. Student may possess a firearm or knife, a suspicion that may be supported on the slightest articulated indication including conclusions drawn as a result of teaching, or law enforcement experience.
4. Student is suspected of having drugs, which may include needles or toxic substances.
5. Items being searched may contain dangerous items.
6. Items to be searched, e.g., an automobile, requires professional search techniques to make the search effective.

In all cases, the SRO will refrain from actually conducting the search unless permitted under Ohio law. It may be sufficient to simply have the SRO present in any of the foregoing circumstances and the administrator and SRO shall determine how to proceed on a case-by-case basis and should favor, where reasonable, the administrator conducting the search. The SRO may perform searches independent of the school administration only under the existing provisions of the Ohio Revised Code and the Huber Heights Police Division General Orders.

- C. Role in Critical Incidents - The SRO will be familiar with the emergency operations manual of the Huber Heights City Schools. During any critical incident occurring on school property, the SRO will act as a liaison between the school Administration, the Huber Heights Police Division, and other emergency resources. The SRO's will be on the district 's Disaster Planning Committee.
- D. Role in Truancy Issues - Truancy will continue to be handled by school personnel. Normally, the SRO will not take an active role in tracking truants. The SRO will act as a liaison between school and police personnel should police involvement become necessary due to safety concerns. The SRO will file charges against students or adults when truancy becomes a violation of Ohio law.

- E. Role as an Educator - The SRO will serve as an educational resource to school faculty, staff and students. The SRO may be called upon for presentations on specific topics which may lend valuable insight regarding a particular subject matter. The SRO might not be a certified teacher; therefore, the normal classroom teacher or authorized substitute will be present during any instructional period. The SRO will maintain complete lesson plans on their topics of instruction and will furnish a list of topics to school personnel.
- F. Enforcing/Reporting School Policy Violations - The SRO is not a school disciplinarian and normally will take action only when there is a violation of law. School discipline is the responsibility of the appropriate school administrator. The SRO will normally report school policy violations through the proper channels to be handled by school Administration. It is the responsibility of the SRO to become familiar with the student handbook.
- G. Sharing of Information - Recognizing that communication and information sharing is essential to the success of the SRO program; the following procedures should be followed to facilitate a free flow of information to and from the SRO.
 - 1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio Public Records Law, and relevant Huber Heights Police Division and Huber Heights City School District policies.
 - 2. The sharing of arrest related information by the SRO with school Administration upon request or at the direction of the SRO, if lawful.
 - 3. Juvenile fingerprints and photographs as part of an arrest record shall not be shared by the SRO.
 - 4. If the SRO is aware of information about a student that is obtained by the Huber Heights Police Division, which indicates that the student is in violation of school policies (Student Code of Conduct), the SRO should forward that information to the school administration.
 - 5. If a juvenile or school district employee is an uncharged suspect in a crime, his/her information shall not be released unless authorized by Police Division Command Staff.
 - 6. Information which the SRO obtains from school personnel which deals with criminal or possible criminal activity shall be maintained by the SRO in his/her information files and/or forwarded to the Police Division's Intelligence Unit, but shall not be part of the student's school record.
 - 7. Hearsay information or rumors alone shall not be the basis for any formal action by the school or Police Division. It can be used in an

cost of wages and fringe benefits of the three (3) SRO(s). In consideration of the times the officers not providing services to the schools (see item VI) the Huber Heights Police Division will pay the cost of the overtime.

VI. School out of Session

The SRO's will remain in their capacities during summer and winter breaks. To reduce their absence from their respective schools, the SRO's are encouraged to use this time for any advance training and/or personal leave. In cases of immediate need, the Police Division may temporarily assign the SRO's to cover road patrol, investigative, or public affairs duties. SRO's assigned to Huber Heights shall periodically engage in professional development related to age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods.

VII. Conclusion

As an integral part of the school organization, the SRO has a special role to play in each school day. First, he/she is to enforce the law. His/her visibility in many classrooms and talking with students in non-enforcement situations creates a fabric of understanding upon which the stability of a whole community rests. This cooperative effort integrated with the total school program builds a reservoir of understanding for good citizenship.

Legal Refs.: Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g.
ORC 3319.321
ORC 3313.951

Signed:

John Russell
City Manager, City of Huber Heights Ohio

Jason Enix, Superintendent
City of Huber Heights City Schools

Mark Lightner, Chief of Police
Huber Heights Police Division

Date of Acceptance

intelligence gathering capacity or to validate the need for further investigation.

8. The SRO and/or Huber Heights Police Division will issue subpoenas for educational records they wish to obtain from the district. The parties acknowledge that if a subpoena is issued, unless the subpoena states that the existence of the subpoena is not to be disclosed, the district will provide notice to the parent or guardian of the student, pursuant to FERPA, and give such parent or guardian at least five days before providing such records to the SRO or the Huber Heights Police Division.
- H. School Liaison - It is required that each school assign someone to act as the liaison to the SRO program. This person is very important to ensure acceptance and successful implementation of the program. This person will help coordinate the SRO's presence in the various classrooms and at school functions to ensure maximum utilization of the SRO in an educational role and as a liaison.
- I. Office Area - The school shall provide private office space for the SRO including a desk, chairs and a separate telephone line. The office will be in a highly visible location that has easy access to the students but will provide for privacy when needed.
- J. Written Agreement - This document shall serve as the written agreement relating to the current and additional SRO positions, between the Huber Heights City Schools and the Huber Heights Police Division and replaces any previous agreement. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the SRO's. This document will be the guiding agreement that our officers, school administrators and City administration look to for structure and accountability and should be under constant review. If either party to this Agreement finds a need for modification to the Agreement, it shall be submitted at the time of the renewal. If the change is needed in the interim, it will be administered through an amendment to the Agreement which is mutually agreed upon by both parties.

IV. Term of Agreement

The City of Huber Heights, acting on behalf of the Huber Heights Police Division and the Huber Heights City Schools collectively agree that this agreement is a two (2) year commitment, based on the effective date shown at the end of this agreement. If either party chooses to terminate this agreement, six (6) months written notice prior to the end of the agreement shall be provided.

V. Financial Agreement

The City of Huber Heights, acting on behalf of Huber Heights Police Division and the Huber Heights City Schools collectively agree to split equally the regular and overtime

ADDENDUM TO AGREEMENT

BETWEEN THE Huber Heights CITY SCHOOL DISTRICT AND THE CITY OF HUBER HEIGHTS.

SRO FINANCIAL ARRANGEMENT PAYMENT SCHEDULE

VIII. In accordance with Section V. of SRO Memorandum of Agreement between the Huber Heights City School District and the City of Huber Heights the Huber Heights City School District have agreed to split equally the regular and overtime cost of wages and fringe benefits of three (3) SRO(s). In consideration of the times the officers not providing services to the schools (see item VI) the Huber Heights Police Division will the pay the cost of the overtime.

IX. The Huber Heights City School District agrees to make payments on these services on a quarterly basis beginning October 15, 2024. The City of Huber Heights agrees to invoice the Huber Heights City School District for services for the prior quarter on the following schedule:

Date Invoiced	Period Invoiced	Payment Due Date
October 1	July 1 to September 30	October 15
January 1	October 1 to December 31	January 15
April 1	January 1 to March 31	April 15
July 1	April 1 to June 30	July 15

Invoices should be detailed including personnel billed and period/times billed for and should be remitted to:

Penny Rucker, Treasurer
5954 Longford Road
Huber Heights, OH 45424
Penelope.Rucker@myhhcs.org

AI-10248

Topics Of Discussion E.

Council Work Session

Meeting Date: 08/05/2024

Decorative Street Lighting Installation - Meadows Park Drive - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager

Division: Engineering

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/05/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Decorative Street Lighting Installation - Meadows Park Drive - Award Contract

Purpose and Background

This legislation will authorize the City Manager to enter into a contract with Miami Valley Lighting to provide and install 23 decorative LED streetlights at Meadows Park Drive. The Lighting Fund will be utilized for this project at a cost not to exceed \$270,000.

Fiscal Impact

Source of Funds: Lighting Fund

Cost: \$270,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

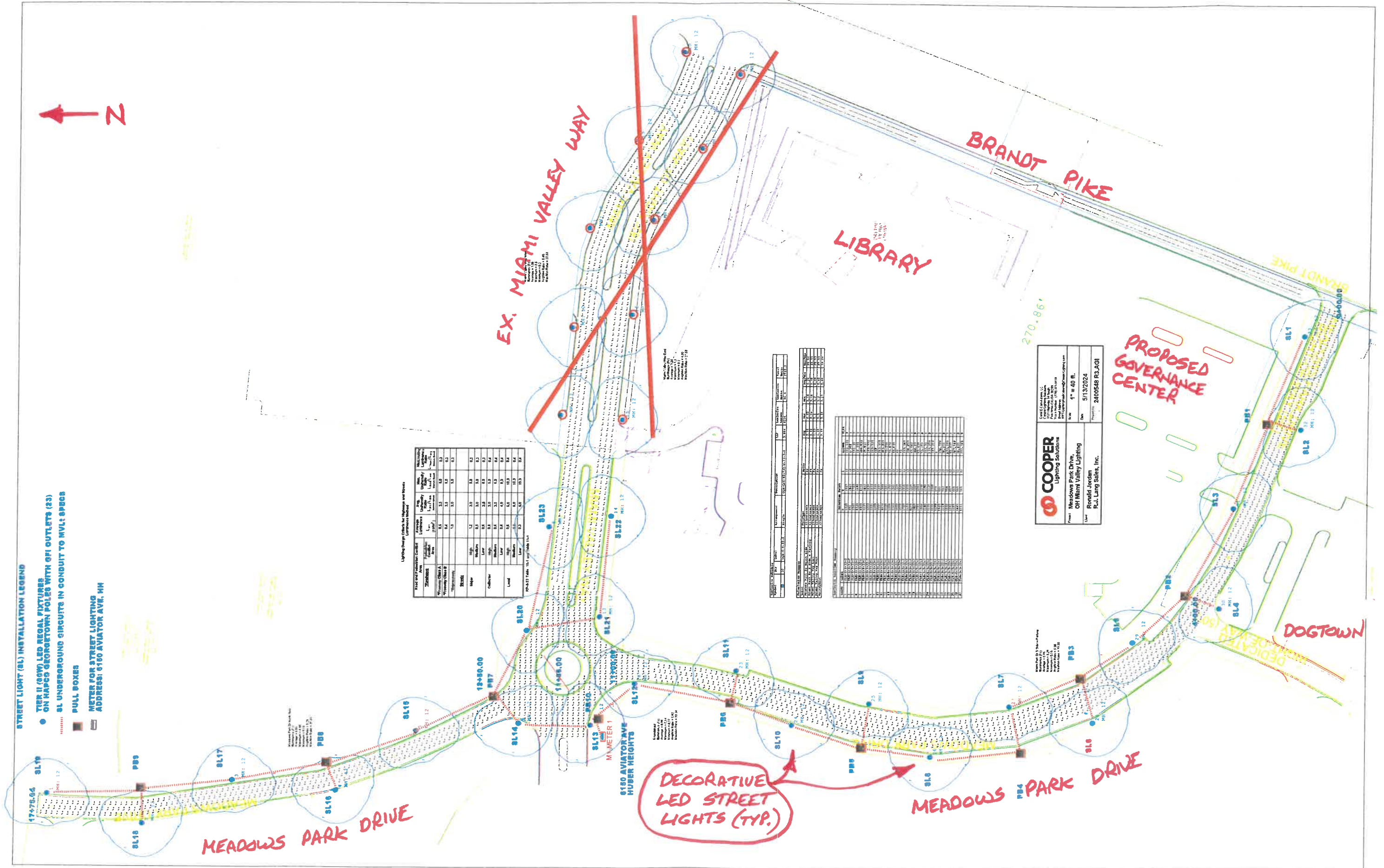
Attachments

Map

Proposal

Resolution

→ N



STREET LIGHT PROPOSAL

Customer Name: City of Huber Heights
Contact: Russ Bergman
Email: RBergman@hhoh.org
Phone: (937) 237-5816

Date: 6/24/2024
Proposal Expiration: 7/24/2024

Proposal No.: 53069

Project Location: Meadows Park Drive

Prepared By: Robyn Livesay

Qty	Description	Unit \$	Total Cost
23	Install and provide full service- Tier II LED Regal Fixtures	\$1,631	\$37,513
23	Install and sell 12' Hapco Georgetown Poles with GFI Outlets	\$4,500	\$103,500
	Meter Installation		\$105,278
	Underground Installation*		
Total Installation Charge			\$246,291

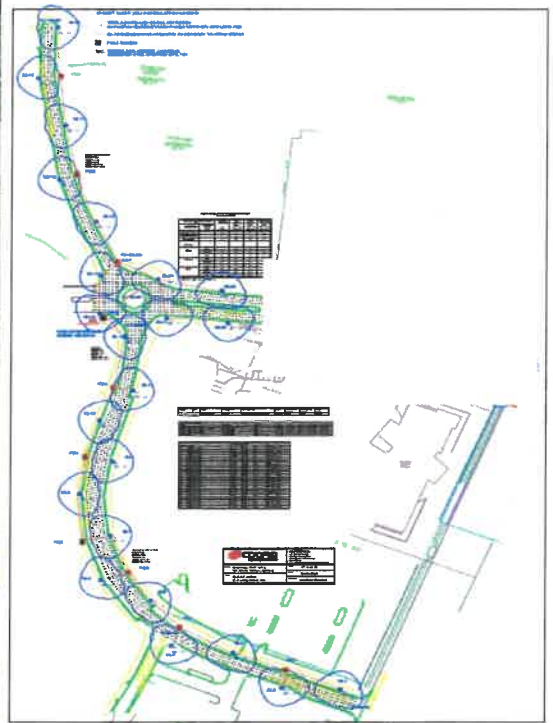
Qty	Full Service Lighting Charges to be added to City's Street Light Bill Description	Monthly Full-Service Lighting Charge	Total Monthly Charge	Total Annual Charge
23	Tier II LED Regal	\$22.14	\$509.22	\$6,110.64
1	AES Ohio Customer Charge for Meter	\$8.89	\$8.89	\$106.68
Total Annual Lighting Charge				\$6,217.32

* UNDERGROUND INSTALLATION

- MVLt will install street light wire and conduit. Note: Final restoration is the City's responsibility
- The City is responsible for locating existing or planned irrigation lines.
- If rock is encountered to such a degree that it precludes normal trenching and/or boring, we reserve the right to quote additional "rock adder" charges prior to continuation of underground work.
- MVLt will install a meter structure as specified by AES Ohio and will coordinate installation with AES Ohio.
- MVLt will install street light poles midway between the curb and sidewalk. We recommend that sewer piping be installed close to the curb to minimize damage. MVLt will not be held responsible for damage to facilities installed midway between the curb and sidewalk.



SEE ATTACHED PRINT FOR LARGER VIEW



Proposal Authorization

Order will be Processed Upon Receipt of Signed Proposal

Signature: _____
(City's Authorized Signature)

Date: _____

*Return Signed Proposal to overhead

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE
INSTALLATION OF DECORATIVE STREET LIGHTS AT MEADOWS PARK DRIVE.

WHEREAS, it is necessary to promote security and improve safety for the City of Huber Heights residents; and

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

WHEREAS, sufficient funds are available to cover the cost of the street lights installation.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Miami Valley Lighting, LLC to provide and install decorative street lights at Meadows Park Drive at a cost not to exceed \$270,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10252

Topics Of Discussion F.

Council Work Session

Meeting Date: 08/05/2024

Thomas Cloud Park - Sidewalk/Curbs - Brandt Pike - Solicit Bids

Submitted By: Stephanie Wunderlich

Department: Assistant City Manager

Council Committee Review?: Council Work Session

Division: Engineering

Date(s) of Committee Review: 08/05/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Thomas Cloud Park - Sidewalk/Curbs - Brandt Pike - Solicit Bids

Purpose and Background

This legislation will allow the City Manager to solicit competitive bids from qualified contractors for the installation of curb, sidewalk, and storm sewer along Brandt Pike (State Route 201) in front of Thomas Cloud Park.

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

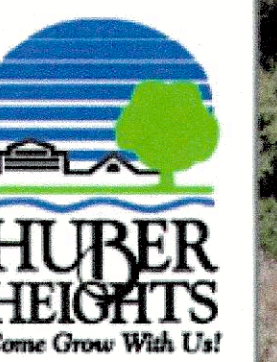
Map

Resolution



TOM CLOUD PARK PROPOSED WALK

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



CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED CONTRACTORS FOR THE INSTALLATION OF CURB, SIDEWALK, AND STORM SEWER ALONG BRANDT PIKE (STATE ROUTE 201) IN FRONT OF THOMAS CLOUD PARK.

WHEREAS, engineering plans, specifications and cost estimates are being finalized; and

WHEREAS, the Parks Fund and the Street Fund are available to cover the cost of this work.

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

Section 1. The City Manager is hereby authorized to solicit, advertise, and receive bids from qualified contractors for the installation of curb, sidewalk, and storm sewer along Brandt Pike (State Route 201) in front of Thomas Cloud Park.

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-10247

Topics Of Discussion **G.**

Council Work Session

Meeting Date: 08/05/2024

City Buildings - Elevator Replacement - Solicit Bids

Submitted By: Linda Garrett

Department: Assistant City Manager

Council Committee Review?: Council Work Session

Division: Public Works

Date(s) of Committee Review: 08/05/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

City Buildings - Elevator Replacement - Solicit Bids

Purpose and Background

This legislation authorizes the City Manager to solicit bids for services related to the replacement and repair of the elevators located at City Hall - 6131 Taylorsville Road and the Huber Heights Police Division Building - 6121 Taylorsville Road.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR SERVICES RELATED TO THE REPLACEMENT AND REPAIR OF THE ELEVATORS OF TWO CITY PROPERTIES.

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

WHEREAS, a competitive bidding shall be utilized to obtain a reputable firm to provide the services related to the repair and replacement of the elevators; and

WHEREAS, pricing for the elevator repair and replacement meets the specifications of the City of Huber Heights and is available through a competitive bidding process; and

WHEREAS, the funds for the purchase are available within the Capital Improvement Fund for Fiscal Year 2024.

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

Section 1. The City Manager is hereby authorized to solicit bids for the repair and replacement of the elevators of two City properties located at City Hall at 6131 Taylorville Road and the Huber Heights Police Division Building at 6121 Taylorsville Road for Fiscal Year 2024 in an amount not to exceed \$300,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10244

Topics Of Discussion H.

Council Work Session

Meeting Date: 08/05/2024

City Buildings - Parking Lots - Asphalt Overlay - Solicit Bids

Submitted By: Linda Garrett

Department: Assistant City Manager

Division: Public Works

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/05/24

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

City Buildings - Parking Lots - Asphalt Overlay - Solicit Bids

Purpose and Background

This legislation authorizes the City Manager to award a bid for services related to the repair and replacement of the asphalt parking lots at City Hall located at 6131 Taylorsville Road, the Huber Heights Police Building located at 6121 Taylorsville Road, and the Municipal Courts Building located at 6111 Taylorsville Road.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR SERVICES RELATED TO THE REPAIR AND REPLACEMENT OF THE ASPHALT PARKING LOTS OF CERTAIN CITY PROPERTIES.

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

WHEREAS, a competitive bidding process shall be utilized to obtain a reputable firm to provide the services related to the repair and replacement of the asphalt parking lots; and

WHEREAS, pricing for the asphalt repair and replacement meets the specifications of the City of Huber Heights and is available through a competitive bidding process; and

WHEREAS, the funds for the purchase are available within the General Fund for Fiscal Year 2024.

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

Section 1. The City Manager is hereby authorized to solicit bids for the repair and replacement of specified parking lot areas for City properties to include City Hall located at 6131 Taylorsville Road, the Huber Heights Police Division Building located at 6121 Taylorsville Road, and the Municipal Courts Building located at 6111 Taylorsville Road for Fiscal Year 2024 in an amount not to exceed \$300,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10253

Topics Of Discussion I.

Council Work Session

Meeting Date: 08/05/2024

Assistant City Manager Appointments - A Sorrell

Submitted By: Katie Knisley

Department: City Manager

Division: Human Resources

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/05/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Assistant City Manager Appointments

* Aaron Sorrell

Purpose and Background

This legislation is in accordance with Section 7.03 of the City Charter and authorizes the City Manager to appoint Aaron Sorrell to the position of Assistant City Manager.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO APPOINT AARON SORRELL AS ASSISTANT CITY MANAGER.

WHEREAS, Section 7.03 of the Charter of the City of Huber Heights, Ohio requires that the City Manager may appoint an Assistant City Manager, subject to the approval of the City Council; and

WHEREAS, the City Manager desires to appoint Aaron Sorrell to the position of Assistant City Manager, with Council’s approval, effective August 12, 2024; and

WHEREAS, the City Manager desires to appoint Aaron Sorrell at a salary within the limits described in Resolution No. 2024-R-7447; and with certain benefits, as agreed upon between the City Manager and Aaron Sorrell within the limits of benefits offered to all employees of the City of Huber Heights.

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

Section 1. The City Manager is hereby authorized to appoint Aaron Sorrell as Assistant City Manager effective August 12, 2024.

Section 2. The City Manager is hereby authorized to offer Aaron Sorrell a salary and benefits consistent with existing Resolution No. 2024-R-7447 and within the limits of benefits and pay offered to all City employees.

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

AI-10254

Topics Of Discussion

Council Work Session

Meeting Date: 08/05/2024

Assistant City Manager Appointment - A. Zaharieff

Submitted By: Katie Knisley

Department: City Manager

Division: Human Resources

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/05/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

* Alex.Zaharieff

Purpose and Background

This legislation is in accordance with Section 7.03 of the City Charter and authorizes the City Manager to appoint Alex Zaharieff to the position of Assistant City Manager. An effective date will be provided at the August 5, 2024 Council Work Session.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO APPOINT ALEX ZAHARIEFF AS ASSISTANT CITY MANAGER.

WHEREAS, Section 7.03 of the Charter of the City of Huber Heights, Ohio requires that the City Manager may appoint an Assistant City Manager subject to the approval of the City Council; and

WHEREAS, the City Manager desires to appoint Alex Zaharieff to the position of Assistant City Manager, with Council's approval, effective _____, 2024; and

WHEREAS, the City Manager desires to appoint Alex Zaharieff at a salary within the limits described in Resolution No. 2024-R-7447; and with certain benefits, as agreed upon between the City Manager and Alex Zaharieff within the limits of benefits offered to all employees of the City of Huber Heights.

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

Section 1. The City Manager is hereby authorized to appoint Alex Zaharieff as Assistant City Manager effective _____, 2024.

Section 2. The City Manager is hereby authorized to offer Alex Zaharieff a salary and benefits consistent with existing Resolution No. 2024-R-7447 and within the limits of benefits and pay offered to all City employees.

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

AI-10250

Topics Of Discussion J.

Council Work Session

Meeting Date: 08/05/2024

Director Of Public Safety Designation - City Manager

Submitted By: Katie Knisley

Department: City Manager

Council Committee Review?: Council Work Session

Division: Human Resources

Date(s) of Committee Review: 08/05/2024

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Director Of Public Safety Designation - City Manager

Purpose and Background

This resolution allows for the City Manager to serve also as the Director Of Public Safety in accordance with Section 7.03 of the City Charter. This resolution will allow John Russell to remain an administrative member of the Fire Division and will remain a sworn, certified Firefighter/Paramedic.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

CONFIRMING THAT THE CURRENT CITY MANAGER SHALL SERVE AS THE DIRECTOR OF PUBLIC SAFETY AND THE DIRECTOR OF PUBLIC SAFETY IS AN ACTIVE MEMBER OF THE HUBER HEIGHTS FIRE DIVISION.

WHEREAS, Section 7.03 of the Charter of the City of Huber Heights permits the City Council to approve the City Manager to serve as the Director of one or more departments; and

WHEREAS, the City Council has determined the City Manager shall serve as the Director Of Public Safety; and

WHEREAS, John Russell was the Huber Heights Administrative Battalion Chief prior to his appointment as City Manager/Director Of Public Safety; and

WHEREAS, the City Council finds that it is in the best interest of the City of Huber Heights for John Russell to remain vested with the rights, privileges and duties of a certified Firefighter/Paramedic under the laws of the State of Ohio.

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

Section 1. John Russell, the current City Manager/Director Of Public Safety Director is and shall be considered an administrative member of the Huber Heights Fire Division for so long as he holds the position of City Manager/Director Of Public Safety, and the City shall continue to report John Russell as a Firefighter/Paramedic of the City to the Ohio Division Of Public Safety and Ohio Police and Fire Pension as required by Ohio law along with other City Firefighter/Paramedics.

Section 2. As an administrative member of the Huber Heights Fire Division, John Russell shall have duties relative to the Fire Division that vest with the position of Director Of Public Safety; and he shall be vested, to the extent permitted by Ohio law, with the ability and authority to respond to emergency situations where life, property, or the environment is at risk as a certified Firefighter/Paramedic under the Ohio Revised Code.

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

AI-10214

Topics Of Discussion K.

Council Work Session

Meeting Date: 08/05/2024

Case BDP 24-13 - Homestead Development - Basic Development Plan - Red Buckeye Drive/Carriage Trails Boulevard

Submitted By: Geri Hoskins

Department: Assistant City Manager

Division: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/05/2024

Audio-Visual Needs: SmartBoard

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Case BDP 24-13 - Homestead Development - Basic Development Plan - Red Buckeye Drive/Carriage Trails Boulevard

Purpose and Background

The applicant, Homestead Development, LLC, is requesting approval of a Basic Development Plan for 168-unit market rate multifamily development.

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

Site Plans

Renderings

Fire Assessment

Staff Report

Decision Record

Minutes

Presentation

Ordinance



SITE // TOTALS

SITE INFO // CURRENT		
ACRES	//	8.098 AC
JURISDICTION	//	CITY OF HUBER HEIGHTS
ZONING	//	PLANNED MIXED USE (PUD)
HEIGHT	//	3 STORIES
SITE INFO // PROPOSED		
ACRES	//	8.098 AC
ZONING	//	PLANNED MIXED USE (PUD)
HEIGHT	//	3 STORIES
DENSITY	//	20.75 UNITS / AC

PROPOSAL //		
BLDG TYPE	//	WALK-UP PRODUCT
# BLDGS	//	06
# LEVELS	//	03 (WOOD-FRAME BREEZEWAY)
BLDG TYPE A	//	08,524 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	24
BLDG TYPE B	//	10,220 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	24
BLDG TYPE C	//	12,092 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	36

TOTAL UNITS	// 168 UNITS	264 BEDS
	// 072 1 BD	42.8%
	// 096 2 BD	57.2%
PARKING	// 235 SURFACE SPACES (10x18)	
	// 020 GARAGE SPACES	
	2 BLDGs // 1,436 SF EACH	
	1 BLDGs // 1,991 SF EACH	
TOTAL PARKING	// 255 SPACES PROVIDED	
	// 1.52 SPACES / UNIT	
	// 0.97 SPACES / BED	





Carriage Park at Huber Heights

BASIC DEVELOPMENT PLAN
JULY 30, 2024

archall



SITE // TOTALS

SITE INFO // CURRENT		
ACRES	//	8.098 AC
JURISDICTION	//	CITY OF HUBER HEIGHTS
ZONING	//	COMMERCIAL 400
HEIGHT	//	3 STORIES

SITE INFO // PROPOSED		
ACRES	//	8.098 AC
ZONING	//	MULTI-FAMILY RESIDENTIAL
HEIGHT	//	3 STORIES
DENSITY	//	20.75 UNITS / AC

PROPOSAL //		
BLDG TYPE	//	WALK-UP PRODUCT
# BLDGS	//	06
# LEVELS	//	03 (WOOD-FRAME BREEZEWAY)
BLDG TYPE A	//	08,524 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	24
BLDG TYPE B	//	10,220 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	24
BLDG TYPE C	//	12,092 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	36

TOTAL UNITS	//	168 UNITS	264 BEDS
	//	072 1BD	42.8%
	//	096 2BD	57.2%

PARKING	//	240 SURFACE SPACES
	//	020 GARAGE SPACES
		2 BLDGS // 1,436 SF EACH
		1 BLDGS // 1,991 SF EACH

TOTAL PARKING	//	260 SPACES PROVIDED
	//	252 SPACES REQUIRED
		(1.5 SPACES / UNIT)

	//	1.55 SPACES / UNIT
	//	0.98 SPACES / BED

N

1

Original Site Plan

SCALE 1" = 40'-0"

40

20

0



SITE // TOTALS

SITE INFO // CURRENT		
ACRES	//	8.098 AC
JURISDICTION	//	CITY OF HUBER HEIGHTS
ZONING	//	PLANNED MIXED USE (PUD)
HEIGHT	//	3 STORIES
SITE INFO // PROPOSED		
ACRES	//	8.098 AC
ZONING	//	PLANNED MIXED USE (PUD)
HEIGHT	//	3 STORIES
DENSITY	//	20.75 UNITS / AC
PROPOSAL //		
BLDG TYPE	//	WALK-UP PRODUCT
# BLDGS	//	06
# LEVELS	//	03 (WOOD-FRAME BREEZEWAY)
BLDG TYPE A	//	08,524 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	24
BLDG TYPE B	//	10,220 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	24
BLDG TYPE C	//	12,092 SF FOOTPRINT
# BLDGS	//	02
UNITS / BLDG	//	36

TOTAL UNITS	// 168 UNITS	264 BEDS
	// 072 1 BD	42.8%
	// 096 2 BD	57.2%
PARKING	// 235 SURFACE SPACES (10x18)	
	// 020 GARAGE SPACES	
	2 BLDGs // 1,436 SF EACH	
	1 BLDGs // 1,991 SF EACH	
TOTAL PARKING	// 255 SPACES PROVIDED	
	// 1.52 SPACES / UNIT	
	// 0.97 SPACES / BED	





SITE // TOTALS

SITE INFO // CURRENT		
ACRES	// 8.098 AC	
JURISDICTION	// CITY OF HUBER HEIGHTS	
ZONING	// PLANNED MIXED USE (PUD)	
HEIGHT	// 3 STORIES	

SITE INFO // PROPOSED		
ACRES	// 8.098 AC	
ZONING	// PLANNED MIXED USE (PUD)	
HEIGHT	// 3 STORIES	
DENSITY	// 20.75 UNITS / AC	

PROPOSAL //		
BLDG TYPE	// WALK-UP PRODUCT	
# BLDGS	// 06	
# LEVELS	// 03 (WOOD-FRAME BREEZEWAY)	
BLDG TYPE A	// 08,524 SF FOOTPRINT	
# BLDGS	// 02	
UNITS / BLDG	// 24	
BLDG TYPE B	// 10,220 SF FOOTPRINT	
# BLDGS	// 02	
UNITS / BLDG	// 24	
BLDG TYPE C	// 12,092 SF FOOTPRINT	
# BLDGS	// 02	
UNITS / BLDG	// 36	

TOTAL UNITS	// 168 UNITS	264 BEDS
	// 072 1 BD	42.8%
	// 096 2 BD	57.2%
PARKING	// 235 SURFACE SPACES (10x18)	
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	2 BLDGs // 1,436 SF EACH	
	1 BLDGs // 1,991 SF EACH	
TOTAL PARKING	// 255 SPACES PROVIDED	
	// 1.52 SPACES / UNIT	
	// 0.97 SPACES / BED	















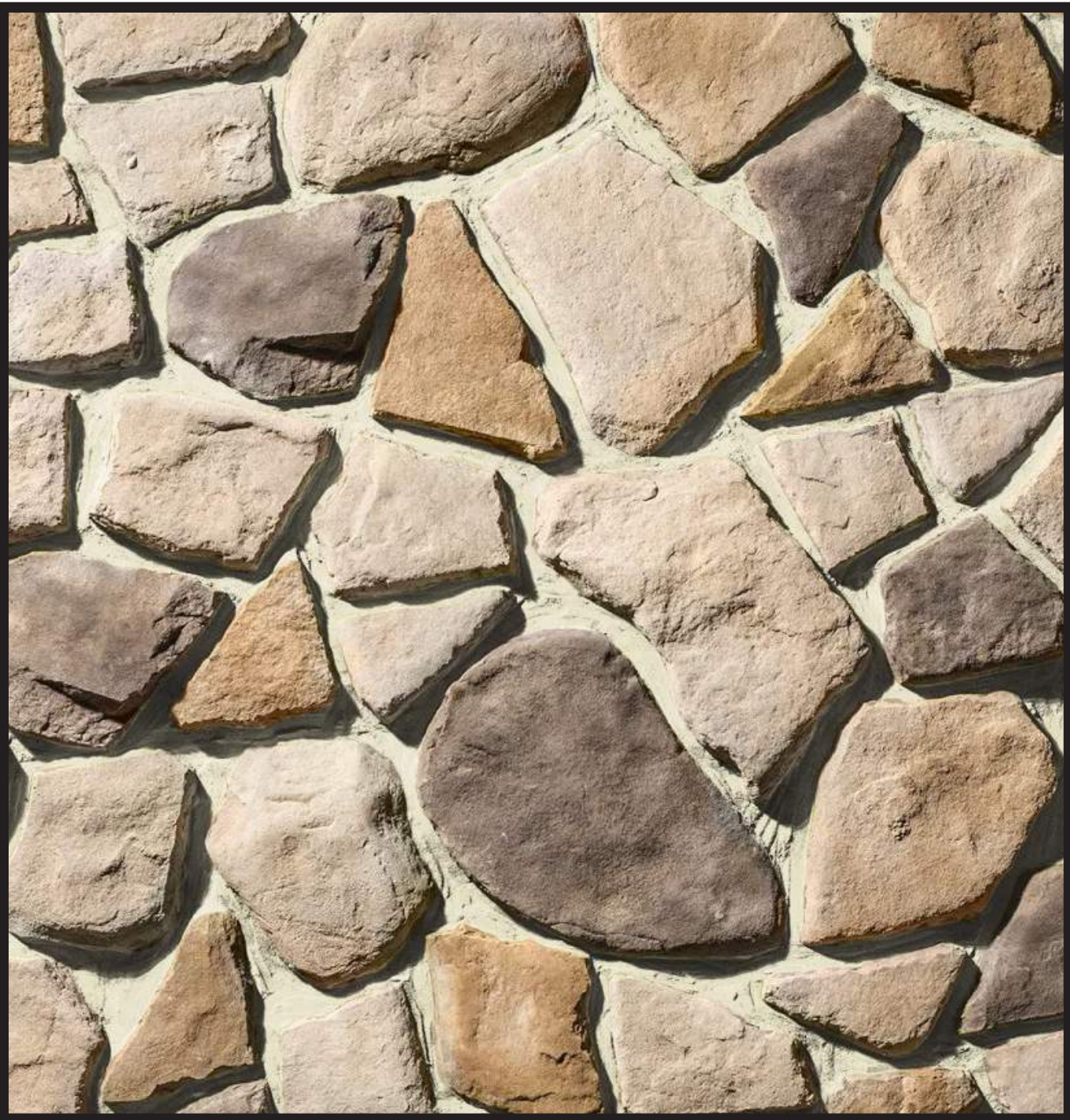


1 Front / Back Elevation
NOT TO SCALE



2 Side Elevation
NOT TO SCALE

MATERIAL FINISHES	
FRONT/BACK ELEVATION	
STONE 01	// 1,408 SF
VINYL SIDING 01	// 2,184 SF
SHAKE SIDING 01	// 2,430 SF
SIDE ELEVATION	
STONE 01	// 0,362 SF
VINYL SIDING 01	// 0,750 SF
SHAKE SIDING 01	// 0,764 SF
TOTAL AREA // 15,796 SF	
STONE 01	3,540 SF // 22.4%
VINYL SIDING 01	5,868 SF // 37.1%
SHAKE SIDING 01	6,388 SF // 40.5%



STONE 01

PRODUCT	STONE
MANUFACTURER	PROVIA
STYLE	FIELDSTONE
COLOR	STRATHMORE
INSTALL	WHITE GROUT



SIDING 01

PRODUCT	VINYL SIDING
MANUFACTURER	ALSIDE COVENTRY
STYLE	LAP SIDING
COLOR	PLATINUM GRAY
INSTALL	DOUBLE 5" CLAPBOARD



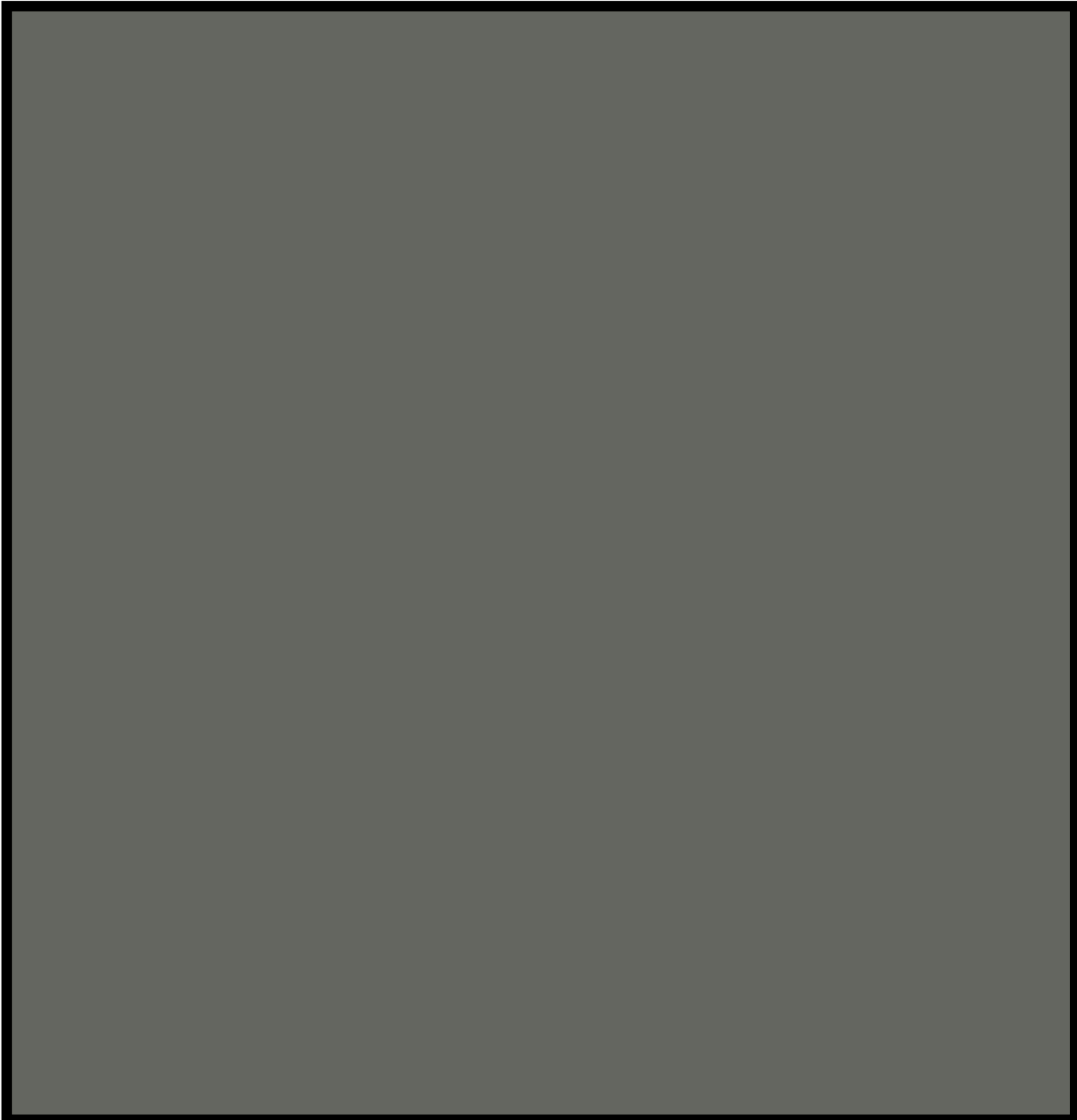
SIDING 02

PRODUCT	VINYL SIDING
MANUFACTURER	ALSIDE ARCHITECTURAL CLASSICS
STYLE	FIELDSTONE
COLOR	SHINGLE SIDING
INSTALL	GLACIER WHITE



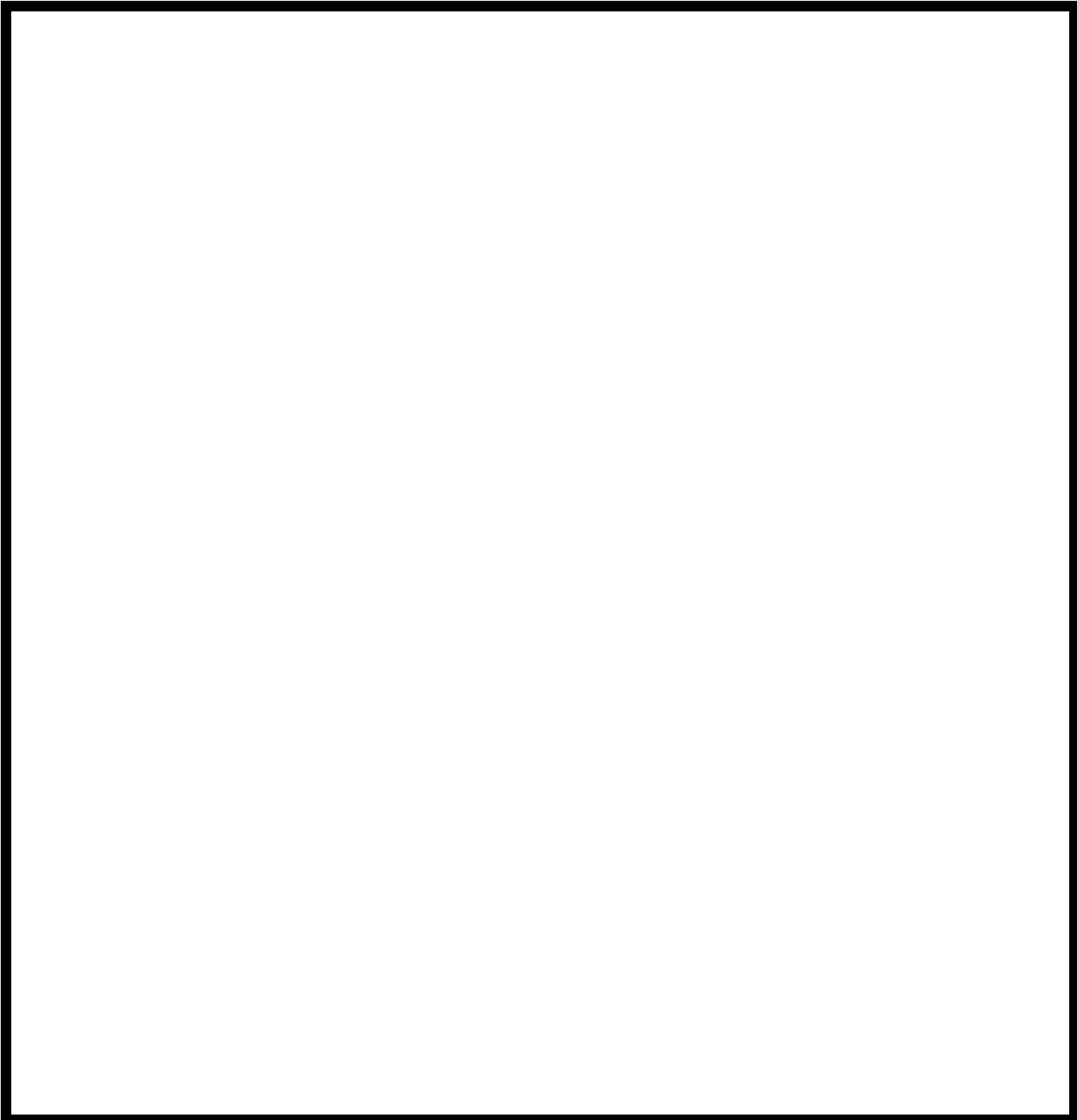
ROOF

PRODUCT	ASPHALT SHINGLE
MANUFACTURER	TAMKO
STYLE	-
COLOR	WEATHERED WOOD
INSTALL	-



SHUTTERS

PRODUCT	-
MANUFACTURER	-
STYLE	-
COLOR	NIGHT OWL (SW7061)
INSTALL	-



TRIM

PRODUCT	FIBER CEMENT
MANUFACTURER	JAMES HARDIE
STYLE	CEDAR TRIM
TEXTURE	5 / 4 SMOOTH
COLOR	ARTIC WHITE



Thank
You!



Huber Heights Fire Division

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

Occupancy Name:	Carriage Park
Occupancy Address:	Red Buckeye & Carriage Trail Parkway

Type of Permit:	HHP&D Site Plan
Additional Permits:	Choose an item.
Additional Permits:	Choose an item.

MCBR BLD:	Not Yet Assigned	HH P&D:	
MCBR MEC:		HHFD Plan:	24-248
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	6/26/2024

Fire Department Comments:

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

These comments are based only on the proposed sitework, fire department access and basic fire protection concept currently. A full plan review of the building systems, fire protection, egress and life safety will need to be conducted once the architectural plans have been submitted. The proposed development will need to meet the requirements of the Ohio Fire Code 2017, Ohio Building Code 2024, and the Huber Heights Codified Ordinance. Based on the drawings provided the following requirements need to be met. Be advised that additional questions and comments may arise as the project progresses.

Requirements:

- All new water mains and any existing water mains that are replaced shall be eight inches in diameter or greater in all one-, two- and three-family dwelling areas and in multi-family areas or commercial areas. All water mains shall be sectionalized and looped when reasonably feasible and achievable. Dead end water mains shall only be permitted upon written approval from the Fire Official and City Engineer. **(Drawings are preliminary, no utilities have been shown.)**
- Hydrants in multi-family and commercial districts shall be placed not more than 300 feet apart, measured on the main and not more than 400 feet from any opening in any building. All new fire hydrants and any existing fire hydrants that are in need of replacement, shall meet the Huber Heights hydrant standard for this district of two (2), five (5) inch diameter steamer nozzles. These steamer nozzles shall have a five (5) inch STORTZ quick connection and one steamer shall have a four (4) inch STORTZ connection approved by the Code Official. Huber Heights Codified Ordinance 1521.06(c). **(Drawings are preliminary, no utilities have been shown.)**

- If buildings are required to be sprinklered at least one fire hydrant shall be provided within 75 feet of the fire department connection for each building. Huber Heights Codified Ordinance 1521.01(e). **(Drawings are preliminary, no utilities have been shown.)**
- Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. Ohio Fire Code 507.5.4. **(See below.)**
- A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved. **(No trees, bushes, plantings, etc.)** Ohio Fire Code 507.5.5.
- If required, fire department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or otherwise approved by the fire code official. Ohio Fire Code 912.2.1. **(Drawings are preliminary, no utilities have been shown.)**
- If required, immediate access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or moveable object. Access to fire department connections shall be approved by the fire code official. Ohio Fire Code 912.4.
- Exterior doors and openings required by this rule, or the building code as listed in rule 1301:7-7-80 of the Administrative Code shall be maintained readily accessible for emergency access by the fire department. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided when required by the fire code official. **(Sidewalks shall be provided to the sprinkler riser room(s).)**
- The water supply for fire protection shall meet the requirements of OFC 507 and Appendix B. Calculations and findings will need to be determined and provided. Water Main and hydrant extension sizes and spacing will also need to be shown in detail. Fire flow requirements shall be determined in accordance with Ohio Fire Code, Appendix B, Fire Flow Requirements for Buildings. Once the fire flow has been determined the minimum number of required fire hydrants can be confirmed. **(Building Construction Classification and Square Footage will need to be determined first. The developer's project engineer shall provide these calculations.)**
- Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions shown in Ohio Fire Code Table D 103.4.
- The turn radius for fire department vehicle access shall meet the requirements for Huber Heights Fire Division. (Radius has not been checked at this time due to scale on drawings.) Refer to Ohio Fire Code Appendix D103.3 and 503.2.4. **Provide a drawing showing the fire apparatus routes.**
- Buildings where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, shall be provided with approved aerial fire apparatus access roads. OFC Appendix D105.1. Refer to D105.2, D105.3 and D105.4 for additional requirements. Dimensions are not provided on drawings.
- One or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official. Refer to D105.3. **(Scale appears to be incorrect and no dimensions have been provided.)**

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



Huber Heights Fire Division

Memorandum

Staff Report for Meeting of July 9, 2024

To: Huber Heights City Planning Commission
From: Aaron K. Sorrell, City Planner
Date: July 2, 2024
Subject: BDP 24-13 Carriage Park At Huber Heights

Application dated June 17, 2024

Department of Planning and Zoning

City of Huber Heights

APPLICANT/OWNER:	Homestead Development LLC – Applicant City of Huber Heights - Owner
DEVELOPMENT NAME:	Carriage Park At Huber Heights
ADDRESS/LOCATION:	Red Buckey Drive / Carriage Trail Parkway (P48-000414, P48-250166)
ZONING/ACREAGE:	PM – Planned Mixed Use / 8.1 Acres
EXISTING LAND USE:	Vacant
ZONING ADJACENT LAND:	PM- Planned Mixed Use
REQUEST:	The applicant requests approval of a basic development plan for a 168-unit market-rate multi-family community comprised of a mix of 1- and 2-bedroom units.
ORIGINAL APPROVAL:	N/A
APPLICABLE HHCC:	Chapter 1171, 1179
CORRESPONDENCE:	In Favor – None received In Opposition – None received

STAFF ANALYSIS AND RECOMMENDATION:**Overview:**

Earlier this year, the City of Huber Heights initiated an RFP process for two vacant parcels along Carriage Trails Parkway. Homestead Development was selected to develop the south parcel into a 168-unit market rate community.

One term of the purchase agreement is zoning approval prior to the land purchase during the due diligence period. Homestead is seeking basic development plan approval by the end of August.

Applicable Zoning Regulations

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

Chapter 1171 General Provisions***1171.01 Purpose.***

Planned Unit Developments Districts may be permitted as amendments to the zoning map, after application and approval of specific and detailed plans, where tracts suitable in location and character for the uses and structures proposed are to be planned and developed as units. The provisions of this chapter are adopted to unify planning and development in such districts. Applications for rezoning of land into a Planned Unit Development District shall be granted only when the basic development plan for the project is such that the public health, safety and morals shall not be jeopardized by a departure from the restrictions on corresponding uses in the standard zoning district. PUD rezonings may be approved only when a basic development plan for the area has been approved by Council. A detailed development plan shall then be approved for zoning permit to be approved for development in the District. Normally the detailed development plan shall be approved by the Planning Commission after the rezoning and basic development plan have been approved by Council. Owners shall have the option however, of submitting a combined basic and detailed development plan ("combined development plan") if they should so desire for some or all of the site.

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

1171.05 Contents of basic development plan.

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

- (1) Site plan showing the actual shape and dimensions of the lot to be built upon or to be changed in its use together with the location of the existing and proposed structures with approximate square footages, number of stories including heights of structures;*
- (2) Typical elevation views of the front and side of each type of building;*
- (3) Planning location and dimensions of all proposed drives, service access road, sidewalks and curb openings;*

- (4) Parking lot areas (show dimensions of a typical parking space), unloading areas, fire lanes and handicapped parking;*
 - (5) Landscaping plan, walls and fences;*
 - (6) Storm water detention and surface drainage;*
 - (7) Exterior lighting plan;*
 - (8) Vehicular circulation pattern;*
 - (9) Location and square footage of signs;*
 - (10) Topographic survey; and*
 - (11) Listing of proposed uses taken from the list of permitted and special uses of the PUD zoning district to which rezoning is being sought.*
- (b) The Planning Commission shall schedule both the proposed rezoning and the issue of approval of the basic development plan for a combined public hearing, following which it shall make its recommendation indicating approval, approval with modification or disapproval.*
- (Ord. 2006-O-1655, Passed 9-25-05)*

1171.06 General standards for approval.

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

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

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

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

1171.091 Planning commission/council review.

It is the purpose of the Planning Development regulations to encourage property owners to develop their land in efficient and effective ways. It is the intent of these regulations to encourage land uses which may not always meet traditional zoning rules. Inherent in these Planned Development regulations is an opportunity for property owners to develop their sites without requiring strict compliance with all zoning regulations where the overall plan is deemed to be in the best interest of the city. During review of a Basic or Detailed Development Plan by the Planning Commission or City Council, all requirements within Part 11, Title 7 of the Code are to be used as guidelines and may be varied as part of the Basic or Detailed Development Plan if it is determined that such deviation will not materially adversely affect neighboring properties or the community as a whole, any such variation of these requirements does not change the overall plan and character of the proposed development, and the variance does not have the effect of nullifying the intent and purpose of these regulations or the Zoning Ordinance. In granting variances or modifications, the Commission or Council may require such conditions as shall, in its judgement, secure substantially the objective of the standards or requirements so varied or modified.

(Case 427; Ord. 2002-O-1367, Passed 9-9-02)

Development Standards Analysis:

1179.06 Development standards (Planned Mixed Use)

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.

While this application covers approximately eight (8) acres, the area zoned PM exceeds 20 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.

Covenants will be created during the detailed development plan phase.

- (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 zoned PM has various uses, including residential, recreation and institutional 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.

All uses being considered are compatible with the neighboring properties. Waterstone apartments and the Danbury assisted living facility are adjacent to the site.

- (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.

There are no existing natural features on this site. The central features of the design are the resident community center and decorative stormwater retention facility.

- (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.

Main access to the site is via Red Buckeye Drive. A secondary access (required by the fire code) is currently proposed at Brandt Pike. Staff has requested the applicant to move the secondary access to Carriage Trail Parkway. While the Brandt Pike access is a right-in / right-out, staff is concerned residents will turn left on northbound Brandt Pike, potentially leading to additional rear-end collisions.

- (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 areas are arranged for the convenience of the residents, but are broken up with landscape islands and covered parking areas. Parking lot landscaping will be reviewed during the detailed development phase.

- (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.

Six-foot sidewalks are indicated throughout the site and connect buildings to the future public sidewalks. Staff has requested the applicant provide an easement on the south side of the property for a multi-use path that will tie the existing neighborhood into the multi-use path that will be constructed on Brandt Pike as part of the road widening.

- (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.

No sign details were provided for this application but will be submitted during the detailed development phase.

- (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.

All residential buildings are spaced according to the above 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.

The buildings are three-stories and compatible in size to surrounding properties.

- (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.

A lighting plan will be submitted with the detailed development plan.

- (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 illustrates enclosed trash facilities at the end of each parking area which is a convenient location for each building.

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

N/A

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

All utilities will be below ground.

- (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.

The site plan indicates a community center including a pool. Once the multi-use path is constructed, residents will have easy access to the YMCA and associated amenities. Overall, the development has approximately 30% open space.

- (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 fencing is currently illustrated on the plans.

- (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.

No phasing plans have been submitted, though staff expects the apartments to be constructed 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.

A landscaping plan has not been submitted at this time. Landscaping plans will be reviewed during the detailed development phase.

- (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.

The current site plans illustrate screening / landscaping along Brandt Pike. Since this site abuts an existing multi-family development, screening is not required.

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

Areas for parking landscaping are illustrated in the basic development plan. The applicant shall submit additional details during the detailed development phase.

- (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 are not illustrated, but staff recommends street trees be provided at 40-foot intervals along Red Buckeye Drive and 50-foot intervals along Carriage Trails Parkway.

1179.08 Parking and loading.

The provisions of Chapter 1185, "Parking and Loading" shall apply, except that the off-street loading spaces and docks shall be provided with area, location and design appropriate to the needs of the development and specific uses within it, and the space designated for off-street loading shall not be used for off-street parking. Within the PM development, off-street loading areas shall be physically isolated and/or enclosed from residences in or adjacent to the PM Development. In all cases, off-street loading spaces and docks are prohibited in the front and side yards of any property.

The zoning code requires two spaces per multi-family unit. Of the 168 units, 72 (43%) are one-bedroom. The residents of these units are less likely to own two vehicles.

The applicant proposes 253 parking spaces for 168 units, or 1.51 spaces per unit. Staff feels this is an adequate ratio since over 40% of the units are 1-bedroom.

1181 General Provisions

1181.20 Building materials for dwellings.

The building renderings illustrate a mix of stone veneer, vinyl siding and fiber cement trim, similar to recently approved multi-family buildings. Final material specifications and amounts will be discussed during the detailed development plan evaluation.

Staff Analysis of Standards for approval

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

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

This development is consistent with the comprehensive plan, which suggests this area be mixed-use development.

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

While no phasing plan was submitted with the application, staff anticipates the apartment community will be constructed as one phase.

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

The current street network is adequate to support this development.

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

The site is served by adequate utilities.

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

Draft covenants were not included in the application. However, the standards set by the Planning Commission during the basic and detailed development planning process will be incorporated into the covenants before any zoning permit is issued. Staff has requested an easement of the south side of the building for a new multi-use path.

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

The applicant is providing adequate screening for all uses.

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

There are no natural features remaining at this site.

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

The site plan uses the natural grade and existing contours to limit grading beyond the required stormwater detention area.

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

All utilities will be placed below ground.

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

This residential development should not create excessive additional requirements for the community.

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

Only residential uses are contemplated for this site.

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

No rezoning is necessary.

STAFF RECOMMENDATION

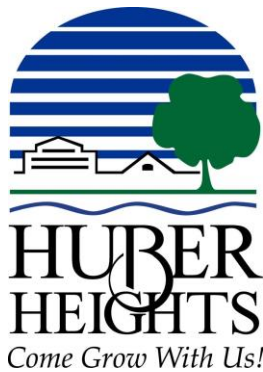
It is the staff's opinion the proposal meets the standards outlined in Section 1171.06. Staff recommends approval of the Basic Development Plan submitted on August 17, 2024 to construct approximately 168 market-rate apartments. Staff recommends approval with the following conditions:

- 1) Street trees be provided at 40-foot intervals along Red Buckey Drive and 50-foot intervals along Carriage Trails Parkway.
- 2) A sign package meeting code shall be submitted with the detailed development plans.
- 3) A lighting plan shall be submitted with the detailed development plan.
- 4) A landscaping plan shall be submitted with the detailed development plan.
- 5) The applicant shall provide an easement on the south side of the property acceptable to the City to construct a multi-use path connection.
- 6) The applicant will comply with all stormwater requirements, per the City Engineer.
- 7) The applicant shall comply with all Fire Code requirements, per the Huber Heights Fire Department.
- 8) A secondary entrance shall be constructed according to fire code on either Carriage Trails Parkway or Red Buckey Drive.

Planning Commission Action

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

- 1) Approve the Basic Development Plan with or without conditions;
- 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 June 17, 2024, the applicant, HOMESTEAD DEVELOPMENT, LLC, requested approval of a Basic Development Plan for 168-unit market rate multifamily community comprised of a mix of 1 and 2 bedroom units. Property is located at Red Buckeye Drive and Carriage Trails Parkway, further identified as Parcel Numbers P48 000414 and P48 250166 of the Miami County Auditor's Map (Case BDP 24-13), and;

WHEREAS, on July 09, 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, HOMESTEAD DEVELOPMENT, LLC, for approval of a Basic Development Plan. Property is located at Red Buckeye Drive and Carriage Trails Parkway (Case BDP 24-13), in accordance with the recommendation of Staff's Memorandum dated July 2, 2024, with the following conditions:

1. Street trees be provided at 40-foot intervals along Red Buckeye Drive and 50-foot intervals along Carriage Trails Parkway.
2. A sign package meeting code shall be submitted with the detailed development plans.
3. A lighting plan shall be submitted with the detailed development plan.
4. A landscaping plan shall be submitted with the detailed development plan.
5. The applicant shall provide an easement on the south side of the property acceptable to the City to construct a multi-use path connection.
6. The applicant will comply with all stormwater requirements, per the City Engineer.

7. The applicant shall comply with all Fire Code requirements, per the Huber Heights Fire Department.
8. A secondary entrance shall be constructed according to fire code on either Carriage Trails Parkway or Red Buckeye Drive.
9. The preferred emergency entrance is a wider boulevard.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Mr. Jeffries, Ms. Thomas, and Mr. Walton. NAYS: None. Motion to recommend approval carried 3-0.

Terry Walton, Chair
Planning Commission

Date

Action

Ms. Thomas moved to approve the request by the applicant, FORESTAR REAL ESTATE GROUP INC., for approval of a Detailed Development Plan and final plat for Canal Heights 1 & 2 (DDP 24-14) in accordance with the recommendation of Staff's Memorandum dated July 2, 2024, and the Planning Commission Decision Record attached thereto.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Ms. Thomas, Mr. Jeffries, and Mr. Walton. NAYS: None. Motion to approve carried 3-0.

2. BASIC DEVELOPMENT PLAN - The applicant, HOMESTEAD DEVELOPMENT, LLC, is requesting approval of a Basic Development Plan for 168-unit market rate multifamily community comprised of a mix of 1 and 2 bedroom units. Property is located at State route 201 and Carriage Trails Parkway (BDP 24-13).

Mr. Sorrell stated that earlier this year, the City of Huber Heights initiated an RFP process for two vacant parcels along Carriage Trails Parkway. Homestead Development was selected to develop the south parcel into a 168-unit market rate community.

One term of the purchase agreement is zoning approval prior to the land purchase during the due diligence period. Homestead is seeking basic development plan approval by the end of August.

Main access to the site is via Red Buckeye Drive. A secondary access (required by the fire code) is currently proposed at Brandt Pike. Staff has requested the applicant to move the secondary access to Carriage Trail Parkway. While the Brandt Pike access is a right-in / right-out, staff is concerned residents will turn left on northbound Brandt Pike, potentially leading to additional rear-end collisions.

The parking areas are arranged for the convenience of the residents, but are broken up with landscape islands and covered parking areas. Parking lot landscaping will be reviewed during the detailed development phase.

Six-foot sidewalks are indicated throughout the site and connect buildings to the future public sidewalks. Staff has requested the applicant provide an easement on the south side of the property for a multi-use path that will tie the existing neighborhood into the multi-use path that will be constructed on Brandt Pike as part of the road widening.

No sign details were provided for this application but will be submitted during the detailed development phase.

A lighting plan will be submitted with the detailed development plan.

Action

Ms. Thomas moved to approve the request by the applicant, FORESTAR REAL ESTATE GROUP INC., for approval of a Detailed Development Plan and final plat for Canal Heights 1 & 2 (DDP 24-14) in accordance with the recommendation of Staff's Memorandum dated July 2, 2024, and the Planning Commission Decision Record attached thereto.

Seconded by Mr. Jeffries. Roll call showed: YEAS: Ms. Thomas, Mr. Jeffries, and Mr. Walton. NAYS: None. Motion to approve carried 3-0.

- 2. BASIC DEVELOPMENT PLAN - The applicant, HOMESTEAD DEVELOPMENT, LLC, is requesting approval of a Basic Development Plan for 168-unit market rate multifamily community comprised of a mix of 1 and 2 bedroom units. Property is located at State route 201 and Carriage Trails Parkway (BDP 24-13).**

Mr. Sorrell stated that earlier this year, the City of Huber Heights initiated an RFP process for two vacant parcels along Carriage Trails Parkway. Homestead Development was selected to develop the south parcel into a 168-unit market rate community.

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Main access to the site is via Red Buckeye Drive. A secondary access (required by the fire code) is currently proposed at Brandt Pike. Staff has requested the applicant to move the secondary access to Carriage Trail Parkway. While the Brandt Pike access is a right-in / right-out, staff is concerned residents will turn left on northbound Brandt Pike, potentially leading to additional rear-end collisions.

The parking areas are arranged for the convenience of the residents, but are broken up with landscape islands and covered parking areas. Parking lot landscaping will be reviewed during the detailed development phase.

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No sign details were provided for this application but will be submitted during the detailed development phase.

A lighting plan will be submitted with the detailed development plan.

Carriage Park at Huber Heights

BDP 24-13

The applicant requests approval of a basic development plan for a 168-unit market-rate multifamily community comprised of a mix of 1- and 2-bedroom units

Project Details

- 8.1 Acres / Zoned: PM
- Applicant responded to RFP issued by the City.
- Plans to construct 168-unit market rate apartment community.



168 Units:

- 72 1-bedroom
- 96 2-bedroom

Parking:

- 253 spaces
- 1.51 spaces / unit

Resident Amenities:

- Clubhouse
- Pool



168 Units:

- 72 1-bedroom
- 96 2-bedroom

Parking:

- 253 spaces
- 1.51 spaces / unit

Resident Amenities:

- Clubhouse
- Pool











1

Front / Back Elevation
NOT TO SCALE



2

Side Elevation
NOT TO SCALE



STONE 01

PRODUCT
MANUFACTURER
STYLE
COLOR
INSTALL

STONE
PROVIA
FIELDSTONE
STRATHMORE
WHITE GROUT



SIDING 01

PRODUCT
MANUFACTURER
STYLE
COLOR
INSTALL

VINYL SIDING
ALSIDE COVENTRY
LAP SIDING
PLATINUM GRAY
DOUBLE 5" CLAPBOARD



SIDING 02

PRODUCT
MANUFACTURER
STYLE
COLOR
INSTALL

VINYL SIDING
ALSIDE ARCHITECTURAL CLASSICS
FIELDSTONE
SHINGLE SIDING
GLACIER WHITE



ROOF

PRODUCT
MANUFACTURER
STYLE
COLOR
INSTALL

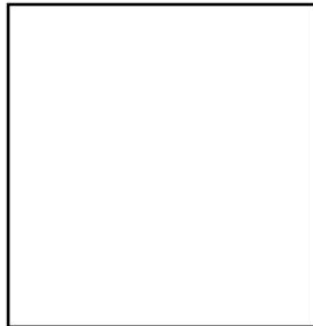
ASPHALT SHINGLE
TAMKO
-
WEATHERED WOOD
-



SHUTTERS

PRODUCT
MANUFACTURER
STYLE
COLOR
INSTALL

-
-
NIGHT OWL (SW7061)
-



TRIM

PRODUCT
MANUFACTURER
STYLE
TEXTURE
COLOR

FIBER CEMENT
JAMES HARDIE
CEDAR TRIM
5 / 4 SMOOTH
ARTIC WHITE

Conformance with Zoning Regulations

1179 Planned Mixed Use District Development Standards

- The proposed uses are principally permitted in the PM district.
- Approximately 30% Open Space (25% required)
- 25' building setback provided
- Staff has requested the emergency entrance be relocated from Brandt Pike.
- Not included in the BDP submission:
 - Signage, landscaping, and lighting plans

Conformance with Zoning Regulations

1179.07 Landscaping

- A landscaping plan has not been submitted
- Staff recommends clusters of plantings and street trees along Red Buckeye drive spaced 40' and 50' along Carriage Trails Parkway

1179.08 Parking and Loading

- Code requires 2 spaces / unit
- Site plan illustrates 1.5 spaces / unit
 - Over 40% of the units are 1-bedroom, staff is comfortable with the 1.5 space ratio.

1181 General Standards

- Proposed elevations are consistent with the building material requirements.

Staff Analysis and Recommendation

Staff feels the standards of approval outlined in 1171.06 can be met and therefore staff recommends approval of the basic development plan with the following conditions:

1. Street trees be provided at 40-foot intervals along Red Buckeye Drive and 50-foot intervals along Carriage Trails Parkway.
2. A sign package meeting code shall be submitted with the detailed development plans.
3. A lighting plan shall be submitted with the detailed development plan.
4. A landscaping plan shall be submitted with the detailed development plan.
5. The applicant shall provide an easement on the south side of the property acceptable to the City to construct a multi-use path connection.
6. The applicant will comply with all stormwater requirements, per the City Engineer.
7. The applicant shall comply with all Fire Code requirements, per the Huber Heights Fire Department.
8. A secondary entrance shall be constructed according to fire code on Red Buckeye Drive.
9. The preferred emergency entrance is a wider boulevard.

Planning Commission Action

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

- 1) Approve the Basic Development Plan with or without conditions;
- 2) Deny the Basic Development Plan (the Commission should state the specific reasons for denial);
- 3) Table the application.



CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

TO APPROVE A BASIC DEVELOPMENT PLAN FOR APPROXIMATELY 8 ACRES FOR A 168-UNIT MARKET-RATE MULTIFAMILY COMMUNITY COMPRISED OF A MIX OF ONE- AND TWO-BEDROOM UNITS FOR THE PROPERTY LOCATED AT RED BUCKEYE DRIVE AND CARRIAGE TRAILS PARKWAY AND FURTHER IDENTIFIED AS PARCEL NUMBERS P48-000414 AND P48-250166 ON THE MIAMI COUNTY AUDITOR’S MAP AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE BDP 24-13).

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

WHEREAS, the City Planning Commission has reviewed Case BDP 24-13 and on July 9, 2024, recommended approval by a vote of 3-0 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. Street trees shall be provided at 40-foot intervals along Red Buckeye Drive and 50-foot intervals along Carriage Trails Parkway.
2. A sign package meeting the City Code shall be submitted with the Detailed Development Plan.
3. A lighting plan shall be submitted with the Detailed Development Plan.
4. A landscaping plan shall be submitted with the Detailed Development Plan.
5. The applicant shall provide an easement on the south side of the property acceptable to the City to construct a multi-use path connection.
6. The applicant will comply with all stormwater requirements, per the City Engineer.
7. The applicant shall comply with all Fire Code requirements, per the Huber Heights Fire Division.
8. A secondary entrance shall be constructed according to the Fire Code on Red Buckeye Drive.
9. The preferred emergency entrance is a wider boulevard.

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-10239

Topics Of Discussion L.

Council Work Session

Meeting Date: 08/05/2024

Carriage Trails Boulevard/Brandt Pike Traffic Signal Update/Donation Of Real Property - Brandt Pike

Submitted By: Aaron Sorrell

Department: Assistant City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/05/2024

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

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

Agenda Item Description or Legislation Title

Carriage Trails Boulevard/Brandt Pike Traffic Signal Update/Donation Of Real Property - Brandt Pike

Purpose and Background

This resolution authorizes the acceptance of approximately 2.320 acres adjacent to Brandt Pike. This land is required for the City to move forward with the annexation of Brandt Pike, and to undertake the road widening and traffic light construction projects at Brandt Pike and Carriage Trails Parkway.

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

Exhibit B

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE ACCEPTANCE OF DONATED LAND OF TWO AND THREE HUNDRED TWENTY THOUSANDTHS (2.320) ACRES AND IDENTIFIED AS PARCEL NUMBER A01-016655 PURSUANT TO A PURCHASE AGREEMENT WITH CARRIAGE TRAILS AT THE HEIGHTS, LLC.

WHEREAS, on April 22, 2024, the City of Huber Heights ("City") Council passed Resolution No. 2024-R-7417 authorizing the City to enter into a purchase and sale agreement with Carriage Trails at The Heights, LLC ("Developer") for the purpose of the Developer constructing a multi-family development; and

WHEREAS, on May 1, 2024, the City entered into an Agreement to Purchase Real Estate with the Developer, attached as Exhibit A (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Developer agrees to transfer title and deed of two and three hundred twenty thousandths (2.320) acres of real property located in Miami County, Ohio identified as Parcel Number A01-016655, and more fully described in the attached Exhibit B (the "Donated Property"), for the purpose of the City making public improvements along State Route 201; and

WHEREAS, the City agrees to accept title and deed to the Donated Property; and

WHEREAS, the City Council has determined it is in the City's best interest to accept the Donated Property for the purpose of facilitating public improvements along State Route 201.

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

Section 1. The City Council accepts the transfer of the Donated Property and directs the City Manager to take the necessary steps to acquire title and deed to the Donated Property.

Section 2. The City Council authorizes and directs the City Manager to take the necessary steps to facilitate public improvements.

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

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

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A
AGREEMENT TO PURCHASE REAL ESTATE
[Insert Purchase Agreement]

EXHIBIT B
DESCRIPTION OF DONATED PROPERTY

[INSERT LEGAL DESCRIPTION - 9-2-13 PT S SIDE SW ^ROAD R/W ^]

AGREEMENT TO PURCHASE REAL ESTATE

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of May, 2024 ("Effective Date") by and between **City of Huber Heights, Ohio**, an Ohio political subdivision, hereinafter referred to as "Seller" and **Carriage Trails at The Heights LLC**, an Ohio limited liability company, or an affiliate, hereinafter referred to as "Purchaser."

1. PURCHASE. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller on the following terms and conditions, the unimproved real property situated in Miami County, Ohio and located on Carriage Trails Parkway, being Miami County Parcel ID P48-000412 consisting of approximately 14.96 +/- acres of land, and which is more particularly depicted and shown on **Exhibit A** attached hereto and made a part hereof, inclusive of all easements, covenants, rights, privileges and appurtenances thereto hereinafter referred to as the "Property". The Property is being sold in its then current, "As Is", "Where Is" and "With All Faults, Condition", subject to the warranties and representations specifically stated herein and excluding any implied warranty including without limitation as to the habitability and fitness for a particular use.

2. PURCHASE PRICE. Subject to adjustment as provided in the last paragraph, Purchaser agrees to pay for said Property the sum of One Million Forty-Nine Thousand One Hundred Fifty-Nine and 76/100 Dollars (\$1,049,159.76) ("Purchase Price") payable as follows:

Earnest Money	\$ 10,000.00
Cash at Closing	\$1,039,159.76 (Subject to adjustments herein)

All Earnest Money shall be provided by Purchaser to Escrow Agent within five (5) business days of the Effective Date, to Stewart Title Company, 259 West Schrock Road, Westerville, Ohio 43081 ("Escrow Agent" and "Title Company") pursuant to the terms and conditions of this Agreement. The Escrow Agent shall deposit the Earnest Money in a non-interest-bearing account, pursuant to the terms of this Agreement, or at the mutual agreement of the parties per a separate escrow agreement, on Escrow Agent's standard form and not inconsistent with the provisions of this Agreement.

The Purchase Price for the Property shall be calculated by multiplying Seventy Thousand One Hundred Thirty-One and no/100 Dollars (\$70,131.00) times the total acreage of the Property. The total acreage of the Property shall be determined by Survey as described in this Agreement, or in the absence of a Survey, as set forth in Section 1 hereof.

3. DEED AND EXCEPTIONS. Seller shall furnish a limited warranty deed, in a form acceptable for transfer and recording by public authorities, conveying to Purchaser or affiliate, a

merchantable and marketable (as determined with reference to the Ohio State Bar Association Standards of Title Examination), fee simple title to the Property, subject to legal highways, free and clear of all liens, rights to take liens, and encumbrances whatsoever, except: (a) all restrictions of record and any agreements, reservations and easements of record, (b) any Permitted Exceptions as defined in Section 7 herein, and (c) such taxes and assessments as Purchaser is to pay as provided for herein.

4. TAXES AND ASSESSMENTS. Seller shall pay the semi-annual installment of taxes and annual assessments, both general and special, that are due and payable at closing ("Closing"). The Seller's warranty that all taxes and assessments have been paid except for prorated installments that are not due and payable. In prorating, Seller shall pay 1/365th of the total taxes shown on the two (2) most recent semi-annual tax statements multiplied by the number of days from the statutory due date of the last semi-annual installment to and including the date of Closing. The parties shall prorate any real property taxes and assessments through the Closing date; provided however, any assessment due and payable shall be prorated on an annual basis. Seller shall pay its prorated share of the taxes and assessments in cash to the Purchaser, or deduct the same from the Purchase Price at the time of Closing. Seller, to its knowledge, and without independent investigation, acknowledges that no assessments have been made against the Property that are unpaid, whether or not they have become liens.

5. APPLICATION OF EARNEST MONEY. The Earnest Money shall apply to the Purchase Price, and to be refunded to the Purchaser only if this offer is not accepted or if this transaction does not close for any reason provided for herein or breach by Seller and not as a result of the breach of this Agreement by Purchaser, in which event Purchaser may pursue any other legal or equitable remedy in law or equity, including specific performance. If Purchaser breaches this Agreement, the Earnest Money shall be paid to Seller, and Seller may pursue any other legal or equitable remedies permitted by law and equity, including specific performance.

6. CONTINGENCIES. This Agreement is contingent upon the Purchaser's ability to obtain within one hundred twenty (120) days of the Effective Date ("Satisfaction of Contingencies Date") the completion of the following contingencies to Purchaser's reasonable satisfaction. In the event that the following contingencies are not satisfied by the Satisfaction of Contingencies Date, Purchaser shall, prior to the expiration of the Satisfaction of Contingencies Date, give Seller written notice that such contingencies have not been satisfied and shall either (i) waive any unsatisfied contingencies and proceed with the Closing, (ii) mutually agree upon any extensions for the Seller's removal of the conditions; or (iii) notify Seller that Purchaser will not complete the purchase, in which case the Earnest Money shall be returned to Purchaser and neither party shall have any further liability hereunder except for those obligations that expressly survive the termination of the Agreement. The contingencies are as follows:

(a) Zoning. Within thirty (30) days of the Effective Date of the Agreement, Seller will provide written confirmation to Purchaser that the Property is zoned for Purchaser's intended use of multifamily units and as generally identified in the attached Conceptual Site Plan attached hereto as **Exhibit B** ("Intended Use").

(b) Governmental Approval Applications for the zoning for the Intended Use shall be in the name of either Seller or Purchaser as may be required under the applicable governmental provisions. Any such applications shall be processed by the City of Huber Heights in the ordinary course, and in a reasonable time frame, without the requirement of special meetings. In the event Purchaser terminates this Agreement as provided for herein, with applications for approvals ("Approvals") pending, Purchaser shall immediately withdraw such applications from consideration, which obligation shall survive the termination of this Agreement.

(c) Inspections. This Agreement is contingent upon Purchaser's inspection of the Property including its suitability for Purchaser's Intended Use. Such inspections shall include, but not be limited to environmental reports, reasonable determination by Purchaser of satisfactory access of the Property to public utilities, and that no hazardous waste is found on the Property, which inspections shall be at Purchaser's expense. The Purchaser shall conduct its inspections of the Property prior to the Satisfaction of Contingencies Date. If Purchaser reasonably determines, as a result of any of its inspections, that the Property is unsatisfactory to it, Purchaser may terminate this Agreement as provided above, and Seller shall consent to Escrow Agent's refund to Purchaser the full amount of the Earnest Money; provided, however, Purchaser shall not be released of those obligations that expressly survive the termination of this Agreement. By this Agreement, Purchaser is granted permission to enter upon the Property to conduct its inspections, which may include bringing equipment onto the Property for purposes of conducting tests and inspections. Purchaser shall conduct its tests and inspections so as to cause the minimum amount of damage to the Property and shall restore the Property to the extent of any damage thereto at its cost, which obligation shall survive termination of this Agreement. Purchaser shall indemnify and hold harmless Seller, its officers, employees, elected officials and their successors and assigns against any liability for property damage or personal injury resulting from Purchaser's entry upon the Property, which obligation shall survive the termination of this Agreement or the Closing and not merge with the deed. Purchaser acknowledges and agrees that all reasonable and prudent inspections will be performed prior to Closing.

Prior to any inspections taking place, Purchaser shall cause its contractors and consultants performing inspection activities on the Property to obtain and maintain during the pendency of this transaction a policy of comprehensive general liability insurance with a contractual liability endorsement that covers Purchaser's indemnity obligations set forth above. Such insurance shall be in the amount of at least \$1,000,000 single limit for bodily injury and property damage. Such policy shall be in a form and with an insurance carrier reasonably acceptable to Seller. Prior to Purchaser's entry onto the Property, Purchaser shall provide to Seller the name and address of each such contractor and consultant and shall cause each such contractor and consultant to deliver to Seller a certificate of insurance evidencing such insurance, in a form acceptable to Seller, which includes Seller as an additional insured under its liability insurance, together with a signed copy of an additional insured endorsement.

(d) Utility Services. Utility services means and refers to water and sewer services provided by the Seller, including but not limited to, (i) water and sewer service; (ii) service

taps as required from existing water and sewer lines; and (iii) tap permits as necessary. The Seller shall provide to Purchaser a letter of City water and/or sewer availability and water and/or sewer capacity for the Intended Use located from the Carriage Trails Parkway.

(e) Curb Cuts. The parties agree to provide ingress/egress at mutually agreed locations, and right-of-way permits to be used from Carriage Trails Parkway to the Property as needed for the Intended Use.

(f) Development Agreement. The parties shall negotiate a development agreement ("Development Agreement"), written in final form at least 120 days from the Effective Date, unless the parties mutually agree to an extension, based on the following criteria:

- i. Purchaser shall develop the Property in general conformity to the Intended Use, subject to and in conformance with all Approvals, and consistent with development agreements with developers for Carriage Trails and Purchaser's response to Seller's Economic Development Request For Proposal, dated September 13, 2023; and
- ii. Seller and Purchaser agree to subject the property to a Community Reinvestment Area (CRA# #5 Resolution) incentives, which shall provide for minimum service payments, or similar payments in lieu of taxes in the total amount of \$1,298,865 for a period of 15 years, which will be paid in thirty (30) installment or a semi-annual basis on the date real property taxes and assessments are due and payable, on terms and conditions set forth in the Development Agreement.

7. EVIDENCE OF TITLE. Purchaser shall, at Seller's expense, obtain from the Title Company within ten (10) days after the Effective Date, a commitment for an ALTA form owner's fee simple title insurance policy (the "Commitment"). The Commitment shall be in such Title Company's usual and customary form in the amount of the Purchase Price. Purchaser shall notify Seller in writing not later than thirty (30) days after receipt of the Commitment and the Survey, of any defect not acceptable to Purchaser, all exceptions not excepted by Purchaser and which are acceptable to Purchaser are hereinafter referred to as "Permitted Exceptions". If Purchaser fails to notify Seller in writing within thirty (30) days as provided for herein, Purchaser waives its objection and any defects shall be Permitted Exceptions. If Purchaser notifies Seller of exceptions, Seller shall have the option of (i) remedying or removing the unacceptable exceptions prior to Closing to Purchaser's reasonable satisfaction; (ii) leaving the unacceptable exception as is but reasonably insuring against it, or, if the exception is a monetary lien, depositing sufficient funds in escrow with a title insurance company to insure over the monetary lien; or (iii) leaving the unacceptable exception as is. Within twenty-one (21) days from the receipt of Purchaser's objection, Seller shall give Purchaser written notice of its election of the foregoing options. If Seller cannot or does not remove the same or obtain an affirmative assurance by the Title Company to insure against such defect by the Closing, Purchaser shall then have the right, at its option (a) to terminate this Agreement by giving Seller written notice to that effect, whereupon the Earnest

Money shall be returned to Purchaser and each party shall be released from all further obligations and liability hereunder except those which expressly survive the termination of this Agreement, or (b) to proceed with this purchase, in which event Purchaser shall waive such exceptions and pay the total Purchase Price, or if Purchaser elects, such monetary liens may be assumed with a credit issued to Purchaser against the Purchase Price.

8. SURVEY. Purchaser may obtain, at Purchaser's cost, prior to the Satisfaction of Contingencies Date, a survey of the Property certified by a registered surveyor to Purchaser, Purchaser's Lender, if any, and to the title company, and a legal description of the Property prepared in accordance with such survey, collectively the "Survey". Such survey shall show matters which an accurate survey and inspection of the Property would disclose, as requested by Purchaser in its sole discretion.

9. WARRANTIES AND REPRESENTATIONS.

(a) Seller warrants to Purchaser that, the following statements are true and correct as of the Effective Date and will be true and correct on the date of Closing. To the extent that between the date hereof and the Closing Seller learns of facts which render such statements untrue, it shall disclose the same to Purchaser, and Purchaser shall have the option to waive the conditions disclosed by such facts and proceed to close the sale, or terminate the Agreement.

Seller warrants, represents and covenants to Purchaser that:

1. Seller shall have good and marketable fee simple title to the Property.
2. Seller has the full right, power, authority and legal capacity to execute, deliver and perform this Agreement and each instrument, agreement, certificate, schedule or other document attached hereto or cited herein, subject to the exceptions set forth herein. Seller will supply all necessary documents that adequately demonstrates Seller is qualified to convey fee simple, marketable title to the Property.
3. Seller has not received any notice or order from any governmental authority as to a violation of the condition of the Property.
4. All assessments now a lien are shown on the taxing authority's records and no improvements on the Property or surrounding area have been installed, the cost of which is to be assessed against the Property in the future, including, but not limited to, the assessment for the construction of Carriage Trails Parkway (City of Huber Heights Ordinance No. 2004-O-1537).
5. Seller has not been notified of possible future improvements by any public authority, any part of the cost of which would or might be assessed against the Property, or of any contemplated future assessments or any kind which

have not been disclosed in writing to Purchaser.

6. Seller has not received notice of any condemnation proceedings pending or contemplated which would affect the Property.
7. Seller to the best of its actual knowledge, without independent investigation, represents that the Property has never been used as a landfill, disposal site, or location for the generation of any hazardous waste as that term is defined by the Resource Conservation and Recovery Act of 1976, and/or the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or by Superfund Amendments and Reauthorization Act of 1986, or state and local statutes and ordinances governing hazardous wastes, or by regulations promulgated by any Federal, state or local agency pursuant to said Acts, statutes or ordinances, or any other federal, state, or local statute, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect; nor has said Property been used as a landfill, disposal site, or location for the generation of any hazardous substance or environmental pollutant or contaminant; nor has said Property been used for the operation of any business that has been manufactured or used such hazardous materials.
8. Seller to the best of its actual knowledge, without independent investigation, has no knowledge of the existence of any "wetlands" as defined under Section 404 of the Clean Water Act 33 U.S.C. 1344 and Section 10 of the Rivers and Harbors Act of 1899, 33 U.S.C. 403 relating to the Property.
9. Seller to the best of its actual knowledge, without independent investigation, has no knowledge of any underground storage tanks, as defined in 42 U.S.C. 6991, 9001 of the Resource Conservation and Recovery Act (RCRA), located in or about the Property.
10. There is no action, suit or proceeding which is pending and which Seller has received written notice, against Seller before any court, administrative agency or other governmental authority which relates to the Property or to Seller's use of the Property, including no proceeding, whether voluntary or otherwise, which is pending against Seller under the bankruptcy or insolvency laws of the United States or any state thereof. To Seller's actual knowledge, and without independent investigation, there is no action, suit, proceeding, investigation or claim by any governmental authority that has been threatened against Seller and that relates to the Property or Seller's use of the Property.

(b) Purchaser warrants to Seller that the following statements are true and correct as of the Effective Date and will be true and correct on the date of Closing. To the extent that between the date hereof and the Closing Purchaser learns of facts which render such statements untrue, it shall disclose the same to Seller, and Seller shall have the option to waive the conditions disclosed by such facts and proceed to close the sale or terminate the Agreement.

Purchaser, warrants, represents and covenants to Seller that:

1. Purchaser has been duly organized and is in good standing and has the full right, power, authority and legal capacity to execute, deliver and perform this Agreement and each instrument, agreement, certificate, schedule or other document attached hereto or cited herein, subject to the exceptions set forth herein.
2. To the extent that Purchaser assigns this Agreement to an affiliate, such affiliate shall be a duly organized and validly existing limited liability company, in good standing under the laws of the State of Ohio, that will have the full right, power and authority to purchase the Property and to carry out Purchaser's obligations hereunder. All requisite actions necessary to authorize Purchaser to enter into this Agreement and to perform its obligations hereunder have been taken. The person executing this Agreement is duly authorized to do so by Purchaser.
3. Purchaser has not violated any contract, agreement or other instrument to which Purchaser is a party nor any judicial order, judgment or decree to which Purchaser is bound by: (x) entering into this Agreement; (y) executing any of the documents Purchaser is obligated to execute and deliver at the Closing; or (z) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.
4. There is no action, suit or proceeding which is pending against Purchaser before any court, administrative agency or other governmental authority which would prevent Purchaser's acquisition of the Property, including no proceeding, whether voluntary or otherwise, which is pending against Purchaser under the bankruptcy or insolvency laws of the United States or any state thereof. To Purchaser's knowledge, there is no action, suit, proceeding, investigation or claim by any governmental authority which has been threatened against Purchaser and which would prevent Purchaser's acquisition of the Property.
5. Purchaser shall, subject to obtaining the necessary Approvals, develop the Property for multi-family residential purposes for the Intended Use and proceed in good faith and in a diligent manner to satisfy the conditions set

forth in this Agreement. This provision shall survive Closing.

10. INDEMNITY. Purchaser agrees to defend, indemnify and hold harmless Seller from any and all valid claims and causes of action including reasonable costs, expenses and attorney fees suffered by Seller as a result of a breach of Purchaser's warranties. The terms and conditions of this section shall survive the Closing for a period of one (1) year.

Seller agrees to defend, indemnify and hold harmless Purchaser from any and all valid claims and causes of action including reasonable costs, expenses and attorney fees suffered by Purchaser as a result of a breach of Seller's warranties. The terms and conditions of this section shall survive the Closing for a period of one (1) year.

11. CLOSING. The Closing date for delivery of deed and payment of the balance of the Purchase Price shall be on or before twenty (20) days after the Satisfaction of Contingencies Date. Place and date of Closing shall be designated by Seller, but shall be within Miami County, Ohio. In the absence of any designation for location of Closing, the same shall occur at the office of Escrow Agent.

Seller shall pay the following fees and expenses incurred in connection with the Closing: (i) preparation of the deed, (ii) recording fees to discharge obligations affecting the Property required to be discharged by Seller under this Agreement, (iii) any conveyance fees, documentary stamps or transfer taxes, (iv) the cost of the title search and issuance of the Commitment; and (v) one-half (1/2) of the escrow fee due to Escrow Agent.

Purchaser shall pay the following fees and expenses incurred in connection with the Closing: (i) the cost of all endorsements to the owner's title insurance policy ("Owner's Policy"); (ii) all costs of Purchaser's due diligence; (iii) the full premium of the Owner's Policy up to the amount of the Purchase Price and any endorsements thereto; (iv) the cost of recording the deed, any mortgage granted by Purchaser and issuance of the lender's policy of title insurance and endorsements thereto; (v) one-half (1/2) of the escrow fee; and (vi) the cost of the Survey, if any.

At or prior to the Closing, the parties shall deliver the following respective items to the Escrow Agent:

- (a) Seller shall deliver to Purchaser a recordable limited warranty deed as described above.
- (b) Seller shall deliver to Purchaser an affidavit, in form satisfactory to Purchaser, stating that Seller is not a foreign person under Internal Revenue Code Section 1445.
- (c) Seller shall furnish the title company with a customary owner's affidavit as to mechanic's and materialmen's liens, tax liens, and persons in possession of the Property required by the title company as a condition to its agreement to delete the

printed "general exceptions" related to such liens and possession from the Commitment.

(d) Seller shall deliver to the title company a settlement statement in accordance with this Agreement; and

(e) Seller shall deliver to the title company such other and further documentation of conveyance and transfer as Purchaser may reasonably request for the purpose of assigning, transferring, granting, conveying, and confirming the sale of the Property to Purchaser.

(f) Purchaser shall pay the balance of the Purchase Price as provided in Section 2 above in cash or certified bank funds.

(g) Purchaser shall deliver to the title company a settlement statement in accordance with this Agreement; and

(h) Purchaser shall deliver to the title company such other and further documentation of conveyance and transfer as Seller may reasonably request for the purpose of assigning, accepting, acquiring, conveying, and confirming the sale of the Property to Purchaser.

12. REAL ESTATE COMMISSION. The parties hereby warrant to the other that no real estate agents have been hired or consulted for this Property.

13. EMINENT DOMAIN. If prior to Closing all or any part of the Property is taken by eminent domain, Purchaser shall have the option to (a) receive the proceeds of such taking up to the full amount of the Purchase Price and close this purchase; (b) reduce the Purchase Price by the amount of the proceeds paid to Seller, up to the full amount of the Purchase Price; or, (c) terminate this Agreement, in which event the parties shall be released from any further obligations hereunder, except those which expressly survive the termination of this Agreement, and the Earnest Money shall be returned to Purchaser.

14. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, certified and with proper postage prepaid and return receipt requested, when the return receipt is signed or refused, sent via overnight courier (e.g. FedEx) for next day delivery, or sent by email with confirmation of receipt and in conjunction with concurrent, or next day, service being provided per other method as set forth herein addressed as follows:

(a) If to the Purchaser: Carriage Trails at The Heights LLC
Attn: William W. Keethler II, CEO & President
5131 Post Road, Suite 101
Dublin, Ohio 43017
Email: bkeethler@carriage-trails.com

With a copy to: Kidder Law Firm, LLC
Attn: Charles L. Kidder, Esq.
5131 Post Road, Suite 101
Dublin, Ohio 43017
Email: ckidder@kidderlegal.com

(b) If to the Seller: City of Huber Heights
Attn: City Manager
6131 Taylorsville Road
Huber Heights, Ohio 45424
Email: rdzik@hhoh.org

With a copy to: Coolidge Wall Co., LPA
Attn: Christopher R. Conard, City Law Director
33 W. First Street, Suite 200
Dayton, Ohio 45402
Email: conard@coolwall.com

or to such other address for either of the parties hereto as may from time to time be designated by notice given by such party to the other party in the manner hereinabove provided.

15. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties; and their respective successors and assigns. All rights hereunder may be assigned by either party only upon prior written approval by the other party, such approval not to be unreasonably delayed or withheld.

16. BINDING EFFECT AND EXCLUSIVE TERMS. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties. This instrument is the entire agreement between the parties, which may be executed in multiple counterparts with the same effect as if all parties executed the same document and is to take effect as a sealed instrument the date the last party signs said instrument. The captions and marginal notes are intended only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. In the event either party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action, after the final determination of any appeals, as applicable, shall have the right to recover reasonable attorney's fees and costs from the other party, to be fixed by the court in the same action. Where applicable, the language in this Agreement may be construed in the singular or plural number and in the masculine, feminine, or neuter gender.

17. TIME IS OF THE ESSENCE. The parties further agree that in each Section of this Agreement wherein a time limitation is placed upon a specific act or performance, then time shall be of the essence in reference to each and every act or performance; provided that any time period

provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m., of the next business day. Any reference to a period of time shall mean calendar days, unless expressly stated. Business days shall mean Monday through Friday excepting legal holidays.

18. **CONDITIONS PRECEDENT TO CLOSING.** The following are conditions precedent to Closing:

- 1) Approval of this Agreement by the City council on or before April 22, 2024 and the execution of the same, no more than one (1) business day after City Council's approval; and
- 2) Purchaser's written affirmation to Seller prior to Closing of its commitment to construct the multifamily housing based on the Intended Use; and
- 3) Parties' negotiation of the Development Agreement referenced in Section 6(f) hereof; and
- 4) The parties shall have delivered to each other or the Title Company, as the case may be, all fully executed documents, in recordable form where applicable, and all settlement funds.

19. **RIGHT OF FIRST OPTION.** Purchaser was the second lowest bidder on the +/- 7.94 acres identified on **Exhibit B as Parcel B** attached hereto. If Homestead Companies does not purchase the +/- 7.94 acres, the Seller agrees to sell the +/- 7.94 acres to Purchaser on the terms and conditions proposed by Purchaser in the response to Seller's City of Huber Heights Department of Economic Development Request for Proposals, dated September 13, 2023.

20. **TRANSFER OF PURCHASER'S PROPERTY.** Purchaser currently owns 2.321 +/- acres of land along State Route 201 (aka Brandt Pike) and the Carriage Trails Parkway known as Parcel No. A01-016655 valued at \$175,000. Upon City Council acceptance of the terms and conditions of this Agreement, Purchaser shall contribute or gift the 2.321 +/- acreage to City, free and clear of all liens, rights to take liens, encumbrances not acceptable to Seller, with such transfer being effectuated via a donation deed, or dedication deed, as determined by Seller.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties' duly authorized representatives hereto have set their hands the day and year indicated below.

PURCHASER:

CARRIAGE TRAILS AT THE HEIGHTS LLC

By: [Signature]

Printed Name: William W. Keethler II

Title: President

Date: April 30, 2024

SELLER:

CITY OF HUBER HEIGHTS, OHIO

By: [Signature]

Richard S. Dzik, City Manager

Date: 5/1/24

RECEIPT AND AGREEMENT

Receipt is hereby acknowledged by Stewart Title Company in the sum of Ten Thousand Dollars (\$10,000.00) as Earnest Money to be held subject to the terms of the above offer.

STEWART TITLE COMPANY

By: _____

Printed Name: _____

Date: _____

Exhibit A – Legal Depiction
Exhibit B – Purchaser's Conceptual Site Plan
Parcel A +/-14.96 acres (240 units multifamily)
Parcel B +/- 7.94 acres

Exhibit A
Legal Depiction

(exhibit on following page)

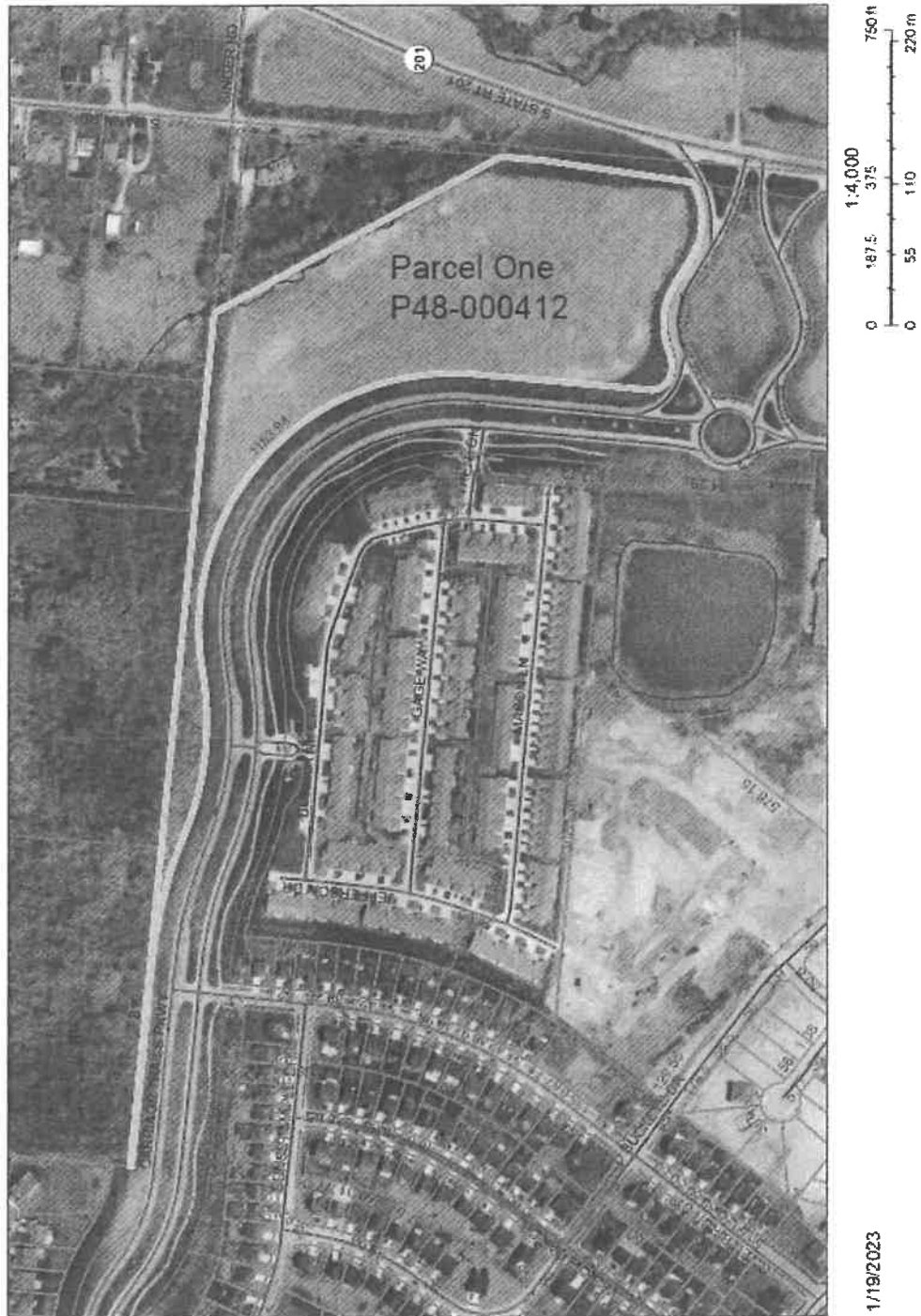
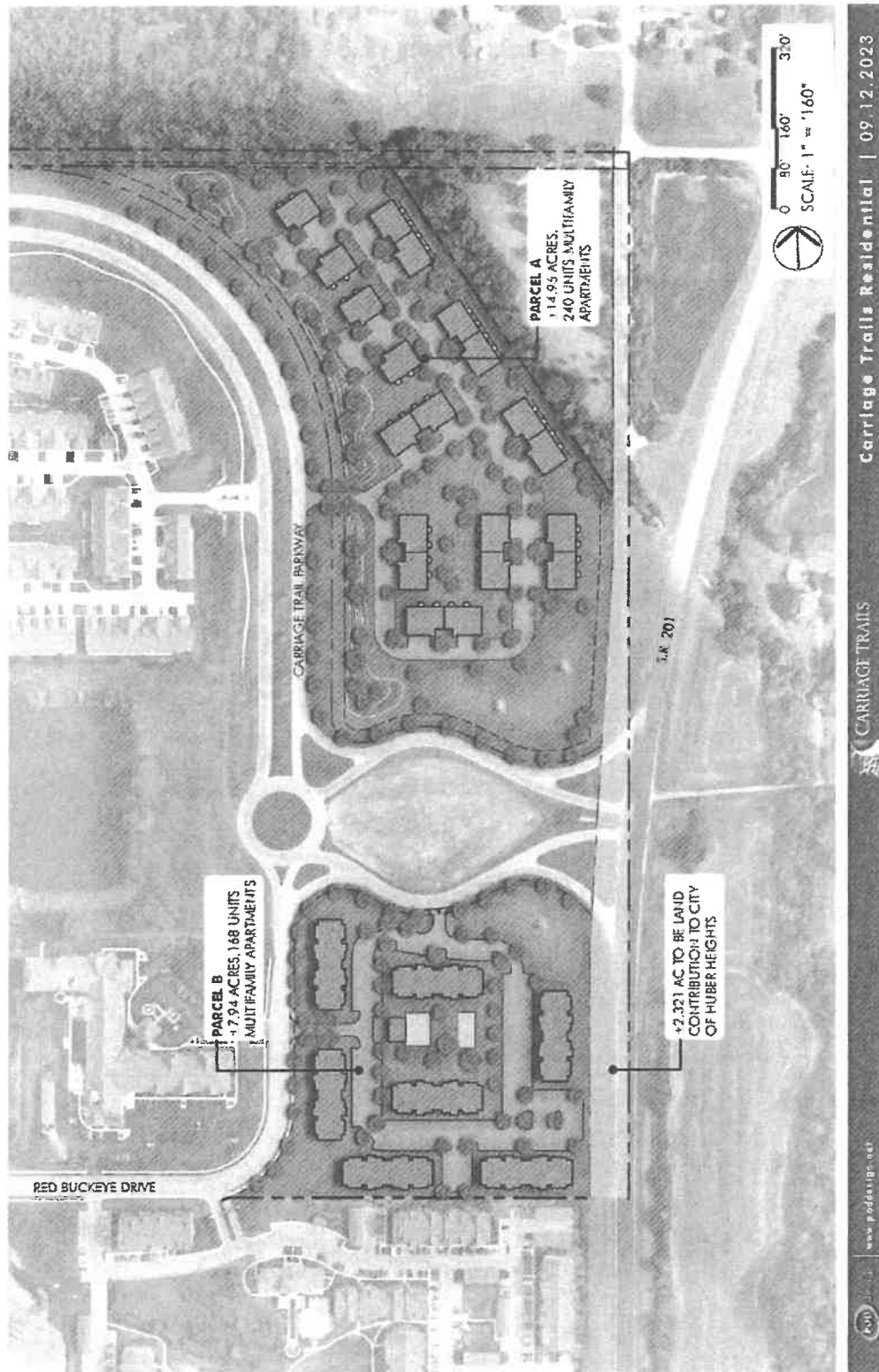


Exhibit B
Conceptual Site Plan

Parcel A +/-14.96 acres (240 units multifamily)

Parcel B +/- 7.94 acres

(exhibit on following page)



DESCRIPTION OF 2.320 ACRES
BETHEL TOWNSHIP, MIAMI COUNTY, OHIO

Situated in the State of Ohio, County of Miami, Township of Bethel, Section 13, Township 2, Range 9, Miami Rivers Survey, being part of that original 524.666-acre tract as described in a deed to DEC Land Co. I LLC of record in Deed Book 787, Page 025, and also shown and delineated as State Route 201 right of way on the plat "Carriage Trails", a subdivision of record in Plat Book 22, Page 25, all references herein being to the records of the Recorder's Office, Miami County, Ohio, and being more particularly described as follows:

Beginning **FOR REFERENCE** at a 1" rebar found in a monument box located at the intersection of the centerline of State Route 201 (width varies) and with the county line between Miami County and Montgomery County; thence North 05°13'23" East, along said centerline and the half section line of Section 13, a distance of 600.00 feet to a mag nail set over a railroad spike at the **TRUE PLACE OF BEGINNING**;

Thence North 84°38'09" West, through the right of way of State Route 201, a distance of 75.00 feet to an iron pin found with a plastic cap inscribed "ASI PS 8438" in the westerly right of way line of State Route 201, at the northeasterly corner of Inlot 1079 as shown and delineated upon the plat "Replat of Inlot 355 and Part of Inlot 356 and Dedication of Easements" a subdivision of record in Plat Book 25, Page 83 and at the southeasterly corner of that 7.942-acre tract of part of Inlot 161 as described in a deed to the City of Huber Heights, Ohio, of record in Document No. 2023OR-01701

Thence North 05°13'23" East, along said westerly right of way line and the easterly perimeter of said 7.942-acre tract a distance of 499.71 feet to a 1" iron pipe found;

Thence North 08°32'48" East, continuing along said westerly right of way line, the easterly perimeter of said 7.942 acre tract part of Inlot 161, the easterly line of Inlot 354 as shown and delineated on the plat "Carriage Trails", a subdivision of record in Plat Book 22, Page 25 and the easterly line of that 13.717-acre tract of part of Inlot 161 as described in a deed to the City of Huber Heights, Ohio, of record in Document No. 2023OR-01701, a distance of 776.23 feet to a 1" pipe found;

Thence North 05°13'23" East, continuing along said westerly right of way line and the easterly line of said 13.717-acre tract, passing an iron pin found with a plastic cap inscribed "VAN ATTA 7354" at the most southerly corner of that 3.274-acre tract as described in a deed to Mark F. Grusenmeyer and Donna J. Grusenmeyer, of record in Deed Book 685, Page 599 at a distance of 113.49 feet, continuing along said westerly right of way line and the easterly line of said 3.274 acre tract, a total distance of 763.31 feet to an iron pin set at the northeasterly corner of said 3.274 acre tract and in the southerly line of that 0.3406 acre tract as described in a deed to Mark F. Grusenmeyer and Donna J. Grusenmeyer, of record in Deed Book 765, Page 14;

Thence South 84°20'09" East, along said southerly line, a distance of 30.00 feet to a mag nail set in the original centerline of State Route 201 at the southeasterly corner of said 0.3406 acre tract;

Thence South 05°13'23" West, partly along the original centerline of State Route 201, partly along the current centerline of State Route 201 and said half section line of Section 13, a distance of 2,037.89 feet to the **TRUE PLACE OF BEGINNING** and containing 2.320 acres of land.

Bearings herein are based on the Ohio State Plane Coordinate System, North Zone, NAD 83.

Iron pins set consist of a 5/8-inch rebar, 30 inches long with an orange plastic cap stamped “IBI Group, S-6872/S-7740”.

This description was prepared by Arcadis Survey, Columbus, Ohio, and is based on an actual field survey of the premises performed in October 2023 and shown on Miami County Engineer’s Record of Land Surveys Volume ____, Page____.



By David L. Chiesa
David L. Chiesa Date 07/24//24
Registered Surveyor No. 7740

AI-10243

Topics Of Discussion **M.**

Council Work Session

Meeting Date: 08/05/2024

Parks And Recreation Board Appointment - R. Aikens

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/05/2024

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

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

Agenda Item Description or Legislation Title

Board And Commission Appointments

* Parks And Recreation Board Appointment

Purpose and Background

The City's interview panel recommends the appointment of Rachael Aikens to the Parks and Recreation Board for a term ending March 31, 2025. A background check has been processed on Ms. Taylor by Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Application - R. Aikens



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

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:

Parks and Recreation Board

DATE APPLIED:

10 MAY 2024

Last Name	First Name	Middle Name	
Aikens	Rachael	Mariah	
Address	City	State	Zip Code
4056 Lehman Lane	Huber Heights	OH	45424
Phone Number	(937)212-7971	Email Address	RachaelAikens@sbcglobal.net

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	Wayne High School	High School Diploma
COLLEGE	Central State University	Bachelor of Science in Psychology
GRADUATE SCHOOL	Central Michigan University	Master of Science in Administration - Human Resources Concentration
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
Fred Aikens for City Council	1 March 2023 - 7 November 2023
Junior Force Council	1 January 2019 - 30 December 2021

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
Wright Patterson Air Force Base	Management Analyst	23 September 2018 - Present
Wright Patterson Air Force Base	Staffing Specialist	17 September 2018 - 22 September 2019
Oberer's Flowers	Floral Designer	June 2016 - August 2018
Applebee's	Carside-to-Go	May 2015 - August 2015
Subway	Sandwich Artist	May 2014 - August 2014

STATEMENT OF INTEREST

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

[illegible]

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.

Signature

Date

For Administrative Use:

Applicant Interview Date/Time: _____

Application Status: _____

Statement of Interest

I am interested in serving on the Parks and Recreation Board because I would like to get more involved in the Huber Heights community. I was raised in Huber Heights and have been here for most of my life. This is the place that I have always called "home" and it is important to me to give back and serve the community who helped raise me and make me the person I am today.

I believe that giving back and being involved is the best way to learn about the community and its citizens. Before being a part of my father's city council campaign last year here in Huber Heights, I didn't realize how broadened my perceptions of the world could be. Through being present at different events, I had the privilege of having conversations with community members regarding their views on political matters and even got to learn about their unique walks of life. I'm not typically one to engage with people that I don't know, but helping with my father's campaign made me realize how much I enjoy learning about other's opinions and how coming together can make all the difference.

Overall, I believe that our parks and common outdoor areas are essential parts of our community and should enhance both the city overall and the lives of the people who live here. I am interested in having conversations with community members about their concerns and brainstorming ways that we can solve these issues together. If I am selected to be on the board for Parks and Recreation, I foresee it being a very rewarding experience!

Rodgers, Anthony

From: AIKENS, RACHAEL M CIV USAF AFMC AFLCMC/FM/FZH <rachael.aikens@us.af.mil>
Sent: Friday, May 10, 2024 11:59 PM
To: Rodgers, Anthony
Cc: rachaelaikens@sbcglobal.net
Subject: Aikens - Parks and Recreation Board
Attachments: Board and Commission Application - Aikens, Rachael.pdf; Statement of Interest.docx

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

Good evening Mr. Rodgers,

Attached is my application for the Huber Heights Parks and Recreation Board. Please don't hesitate to contact me if you need anything additional.

Thank you and be well!
Rachael

Rachael Aikens
(937)212-7971
RachaelAikens@sbcglobal.net

AI-10251

Topics Of Discussion **N.**

Council Work Session

Meeting Date: 08/05/2024

Naming - New City Governance Center - Richard F. Shomper

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 07/31/2024

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

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

Agenda Item Description or Legislation Title

Naming - New City Governance Center - Richard F. Shomper

Purpose and Background

The City Council desires to designate the new City Governance Center at 6151 Brandt Pike in Huber Heights, Ohio 45424 with the honorary name of the "Richard F. Shomper City Governance Center" in memorial recognition of the first Mayor of the City of Huber Heights Richard F. "Dick" Shomper for his commitment and service to Wayne Township and the Huber Heights community.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

ESTABLISHING THE NEW CITY GOVERNANCE CENTER AT 6151 BRANDT PIKE IN MEMORIAL RECOGNITION TO BE KNOWN AS THE “RICHARD F. SHOMPER CITY GOVERNANCE CENTER”.

WHEREAS, special circumstances may warrant consideration of the honorary naming of City buildings, facilities, and streets in recognition of exceptional achievement, generosity, or other contributions to the Huber Heights community; and

WHEREAS, the City Council, after appropriate deliberation, finds these honorary naming designations provide for the appropriate exercise of authority and otherwise promote the public interest; and

WHEREAS, Richard F. “Dick” Shomper was instrumental in the establishment and incorporation of the City of Huber Heights from the former Wayne Township and was elected as the first Mayor of the City of Huber Heights serving from June, 1981 to December, 1985; and

WHEREAS, the City Council desires to designate the new City Governance Center at 6151 Brandt Pike in Huber Heights, Ohio 45424 with the honorary name of the “Richard F. Shomper City Governance Center” in memorial recognition of the first Mayor of the City of Huber Heights Richard F. “Dick” Shomper for his commitment and service to Wayne Township and the Huber Heights community.

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

Section 1. The City Council hereby designates the new City Governance Center at 6151 Brandt Pike in Huber Heights, Ohio 45424 as the “Richard F. Shomper City Governance Center”.

Section 2. The City Manager or his/her designee shall erect suitable markers and signage and take any necessary actions necessary to indicate the honorary naming of the new City Governance Center as the “Richard F. Shomper City Governance Center”.

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

AI-10249

Topics Of Discussion 0.

Council Work Session

Meeting Date: 08/05/2024

Twentieth Amendment - Amended And Restated Development Agreement - DEC Land Co. I, LLC - (Carriage Trails I)

Submitted By: Aaron Sorrell

Department: Assistant City Manager

Council Committee Review?: Council Work **Date(s) of Committee Review:** 08/05/2024
Session

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

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

Agenda Item Description or Legislation Title

Twentieth Amendment - Amended And Restated Development Agreement - DEC Land Co. I, LLC - (Carriage Trails I)

Purpose and Background

This Twentieth Amendment between the City and DEC Land Co. I, LLC provides an accelerated reimbursement of TIF eligible public improvement costs incurred by the developer equal to \$6,000,000. This Twentieth Amendment is consistent with the terms of the previously approved pre-annexation agreement.

Fiscal Impact

Attachments

Agreement

TWENTIETH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS TWENTIETH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the “*Twentieth Amendment*”) is made and entered into this ____ day of _____, 2024 (the “*Effective Date*”), by and between the CITY OF HUBER HEIGHTS, OHIO (“*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 DEC LAND Co. I, LLC (“*Developer*” and together with City, the “*Parties*”) an Ohio limited liability company, under the circumstances summarized in the following recitals (the capitalized terms not defined herein are being used herein as defined in the hereinafter referenced Amended and Restated Development Agreement).

RECITALS:

WHEREAS, the Parties heretofore entered into an Amended and Restated Development Agreement dated September 21, 2009 to provide for the development of the Property, which Amended and Restated Development Agreement was subsequently amended by the Parties by a First Amendment to Amended and Restated Development Agreement on February 11, 2010, by a Second Amendment to the Amended and Restated Development Agreement on April 14, 2011, by a Third Amendment to the Amended and Restated Development Agreement on March 26, 2012, by a Fourth Amendment to the Amended and Restated Development Agreement on March 27, 2012, by a Fifth Amendment to the Amended and Restated Development Agreement on June 12, 2012, by a Sixth Amendment to the Amended and Restated Development Agreement on November 7, 2012, by a Seventh Amendment to the Amended and Restated Development Agreement on February 26, 2013, by an Eighth Amendment to the Amended and Restated Development on June 27, 2013, by a Ninth Amendment to the Amended and Restated Development on September 24, 2013, by a Tenth Amendment to the Amended and Restated Development Agreement on December 18, 2013, by an Eleventh Amendment to the Amended and Restated Development Agreement on March 26, 2014, by a Twelfth Amendment to the Amended and Restated Development Agreement on June 24, 2014, by a Thirteenth Amendment to the Amended and Restated Development Agreement on July 29, 2014, by a Fourteenth Amendment to the Amended and Restated Development Agreement on January 27, 2015, by a Fifteenth Amendment to the Amended and Restated Development Agreement on April 21, 2015, by a Sixteenth Amendment to the Amended and Restated Development Agreement on October 16, 2015, by a Seventeenth Amendment to the Amended and Restated Development Agreement on April 25, 2016, by an Eighteenth Amendment to the Amended and Restated Development Agreement on June 10, 2016, and by a Nineteenth Amendment to the Amended and Restated Development Agreement on April 3, 2017 (the original Amended and Restated Development Agreement, amended as described in this paragraph is collectively referred to herein as the “Amended and Restated Development Agreement”); and

WHEREAS, pursuant to Section 8.4(c) of the Amended and Restated Development Agreement, the Parties heretofore agreed to the prioritization of use of the Eligible TIF Fund Receipts, and specifically in Section 8.4(c)(iv), the Parties agreed that two-thirds (2/3) of the remaining Eligible TIF Fund Receipts received by the City (subject to the prior uses in Subsections 8.4(c)(i), (ii) and (iii)) would be deposited into the TIF Fund – Additional Public Improvements Account (such allocation being referred to herein as the “*Developer Allocation*”); and

WHEREAS, pursuant to Sections 4.4(e) and 8.4(e), the Parties agreed that the Developer may then request that the monies on deposit in the TIF Fund – Additional Public Improvements Account be used to pay the costs of Public Infrastructure Improvements (TIF Related) which either had been or were then proposed to be constructed; and

WHEREAS, in connection with and in consideration for the City's agreement to annex certain additional real property controlled by the Developer into the City for purposes of facilitating the provision of additional housing within the City (which real property is currently generally referred to as Carriage Trails 2), the Parties have determined that the current estimated value of the Developer Allocation is \$6,000,000 and further, that subject to the requirements of this Twentieth Amendment, the Developer will identify certain heretofore constructed Public Infrastructure Improvements (TIF Related) the aggregate cost of which was at least \$6,000,000 and the City will remit payment to the Developer in the amount of \$6,000,000, and following such payment, Section 8.4(c)(iv) will be amended to provide that the use of all Eligible TIF Fund Receipts identified in that Section will be directed by the City; and

WHEREAS, the Parties have determined to enter into this Twentieth Amendment for the reasons heretofore described and further to provide for the continued development of the Development Site and other real property under the control of the Developer;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce Developer to continue to proceed with the Proposed Development and related developments, the Parties hereto agree and obligate themselves as follows:

Section 1. **Identification of Public Infrastructure Improvements (TIF Related).** Within thirty (30) days of the Effective Date, the Developer shall provide a report (the "*Developer Report*") to the City relating to the Public Infrastructure Improvements (TIF Related) heretofore constructed and for which the Developer seeks reimbursement, which Developer Report shall to the City's reasonable satisfaction include all of the following:

(a) **Public Infrastructure Improvements (TIF Related).** A list all Public Infrastructure Improvements (TIF Related) for which the Developer is seeking reimbursement, which list shall be of such detail and specificity that the City may ascertain the location and extent of each such Public Infrastructure Improvement (TIF Related).

(b) **Costs.** A detailed breakdown of the component costs of each such Public Infrastructure Improvement (TIF Related), supporting invoices from each contractor and evidence of payment by the Developer to each such contractor. The aggregate of the costs (which may include design, construction and fees) must be at least equal to \$6,000,000.

(c) **Standards.** An affirmative statement by the Developer that all such Public Infrastructure Improvements (TIF Related) were constructed in accordance with then applicable City standards and all applicable laws.

(d) **Plans and Specifications.** A copy of the plans and specification for each such Public Infrastructure Improvement (TIF Related) which plans and specifications will then become the property of the City.

(e) **Prevailing Wage.** An affirmative statement by the Developer with reasonable supporting documentation that workers employed at the job sites for the Public Infrastructure Improvements (TIF Related) were paid a prevailing wage at the time.

(f) **Dedication.** An affirmative statement by the Developer with reasonable supporting documentation that each such Public Infrastructure Improvement (TIF Related) has heretofore been dedicated to and accepted by the City, or alternatively, conveyed to the City in such other manner (*i.e.*, the platting process) as is reasonably acceptable to the City.

(g) **Additional Information.** Any additional information required under the Amended and Restated Development Agreement in connection with the construction of a Public Infrastructure Improvement (TIF Related).

Section 2. **Approval by the City Regarding the Public Infrastructure Improvements (TIF Related).** Within thirty (30) days following receipt of the Developer Report, the City shall review such Developer Report and make a determination that each Public Infrastructure Improvement (TIF Related) identified in the Developer Report qualified as such under the Amended and Restated Development Agreement, and then notify the Developer regarding any deficiencies, which deficiencies (if any) shall be promptly addressed by the Developer. Upon the completion of the Developer Report to the mutual and reasonable satisfaction of the Parties (which shall be after the Developer has addressed all deficiencies noted by the City), the City shall proceed with the issuance of securities as described in Section 3.

Section 3. **Issuance of Securities by the City.** As soon as the Developer Report has been completed pursuant to Section 2, the City will proceed with all reasonable dispatch to complete the sale of securities sufficient in amount to remit \$6,000,000 to the Developer for the costs of the Public Infrastructure Improvements (TIF Related) identified in the Developer Report. The Parties acknowledge that the City currently expects that the closing on such securities will occur in November 2024. Promptly following such closing, the City shall remit payment to the Developer in the amount of \$6,000,000 and the Developer shall acknowledge in writing receipt of that payment.

Section 4. **Amendment to Section 8.4(c)(iv).** In consideration for and immediately upon the payment of \$6,000,000 by the City to the Developer for the costs of the Public Infrastructure Improvements (TIF Related) as described in Section 3 and acknowledgement thereof by the Developer, Section 8.4(c)(iv) of the Amended and Restated Development Agreement shall be hereby amended and restated as follows:

“(iv) ***Fourth***, after providing for the deposits in ***First*** through ***Third***, the remaining Eligible TIF Fund Receipts received by the City in that Calendar Year shall be deposited in the TIF Fund – Primary Public Improvements Account.”

The Parties agree that upon the amendment of Section 8.4(c)(iv), the Developer shall thereafter have no rights under the Amended and Restated Development Agreement to direct the use of the Eligible TIF Fund Receipts.

Section 5. **Executed Counterparts.** This Twentieth Amendment may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which

together shall constitute but one and the same instrument. It shall not be necessary in proving this Twentieth Amendment to produce or account for more than one of those counterparts.

Section 6. **Continued Effect of Amended and Restated Development Agreement.**
The Parties agree that except as expressly amended hereby, the Amended and Restated Development Agreement shall continue in full force and effect. The Parties further agree that to the extent of any conflicts between this Twentieth Amendment and the Amended and Restated Development Agreement, this Twentieth Amendment shall govern.

(REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGES TO FOLLOW)

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

CITY OF HUBER HEIGHTS, OHIO

By: _____

Printed: John Russell

Title: City Manager

Approved as to Form:

By: _____

Printed: Christopher R. Conard

Title: City Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Twentieth Amendment to Amended and Restated Development Agreement, certifies hereby that the moneys required to meet the obligations of the City during Fiscal Year 2024 under the foregoing Twentieth Amendment to Amended and Restated Development 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 Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2024

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

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

DEC LAND Co. I, LLC

By: DEC/Carriage Trails, LLC

Its: Managing Partner

By: _____

Printed: George L. Jenkins

Title: Managing Member