CITY OF HUBER HEIGHTS
STATE OF OHIO

City Council Work Session

November 19, 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. October 22, 2024

3. **Work Session Topics Of Discussion**

   A. City Manager Report

   B. Parks And Recreation Board Update

   C. Thomas Cloud Park Improvements - Design Work - Award Contract

   D. Cleaning Consumables/Uniform Rentals - Public Works Division - Solicit Bids

   E. Case RZ 24-21 - Adam Malonjao - Rezoning - 6502 Old Troy Pike

   F. Case RZBDP 24-22 - TJL-CES, LLC - Rezoning/Basic Development Plan - 8920/8960 Old Troy Pike.

G. Case BDP 24-23 - Grey Fox Capital - Basic Development Plan - 5425 Charlesgate Road

H. Granger Property Development, LLC – Purchase Agreement

I. Brandt Pike Roadway Improvements Project - Contract Modification

J. Brandt Pike Improvements/Carriage Trails Parkway - Solicit Bids

K. 2025 Water Main Replacement Project - Solicit Bids

L. Chambersburg Road West Improvements Project - Right Of Way Acquisition - Award Contract

M. Chambersburg Water Standpipe Painting Project - Solicit Bids

N. Richard F. Shomper City Governance Center Project - Phase II - Award Contract

O. Canal Heights - Development Agreement

P. YMCA Ground Lease Modification

Q. 2025 Annual Legislation

R. Increase Not To Exceed Amount - T&W General Services, LLC - Planning Department

S. Increase Not To Exceed Amount - Lennon & Company, CPA

T. Supplemental Appropriations

U. County Assessments Authorization - Grass/Trash/Property Maintenance/Delinquent Utilities

V. 2025 Montgomery County Public Defender Agreement

W. 2025 Law Director Contract

X. 2025 MVRPC/First Suburbs Consortium Appointments

Y. Board And Commission Appointments

* Board Of Zoning Appeals - Reappointment

* Citizens Water And Sewer Advisory Board - Reappointment

* Culture And Diversity Citizen Action Commission - Reappointment

* Military And Veterans Commission - Reappointments

* Property Maintenance Review Board - Reappointments

4. **Adjournment**

AI-10428 **Topics Of Discussion** **A.**

Council Work Session

Meeting Date:	11/19/2024		
City Manager Report			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	11/19/2024
Audio-Visual Needs:	SmartBoard	**Emergency Legislation?:**	No
Motion/Ordinance/ Resolution No.:	N/A		

Agenda Item Description or Legislation Title

City Manager Report

Purpose and Background

A copy of the presentation given with the City Manager Report has been attached (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

No file(s) attached.

AI-10426 **Topics Of Discussion** **B.**

Council Work Session

Meeting Date: 11/19/2024

Parks And Recreation Board Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/19/2024

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

Motion/Ordinance/ Resolution No.: N/A

Agenda Item Description or Legislation Title

Parks And Recreation Board Update

Purpose and Background

Representatives of the Parks and Recreation Board will give an update presentation on the activities and work of the Parks and Recreation Board.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

No file(s) attached.

AI-10485 **Topics Of Discussion** C.

Council Work Session

Meeting Date: 11/19/2024

Thomas Cloud Park Improvements - Design Work - Award Contract

Submitted By: Sarah Forsythe

Department: Assistant City Manager - Public Services
Division: Parks/Recreation
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: SmartBoard
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Thomas Cloud Park Improvements - Design Work - Award Contract

Purpose and Background

City Staff and members of the Parks and Recreation Board have reviewed six (6) submissions in response to the Request For Proposals (RFP) for Thomas Cloud Park Improvements. MSA Design has been chosen as the best firm to fulfill the scope of the RFP and to deliver a quality park for Huber Heights residents. MSA Design will provide a short presentation to accompany the legislation authorizing a contract with MSA Design for the proposed planning and designing of improvements to Thomas Cloud Park.

Fiscal Impact

Source of Funds: Parks and Recreation Budget
Cost: $670,000
Recurring Cost? (Yes/No): No
Funds Available in Current Budget? (Yes/No): No
Financial Implications:

Funds will be utilized from the 2024 and 2025 Parks and Recreation Budgets.

Attachments

Memorandum
RF Submission - MSA Design
Presentation
Resolution

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

937.233.1423
937.233.1272 fax

www.hhoh.org

Memo

To:	**John Russell, City Manager**
From:	**Sarah Forsythe, Parks Manager**
CC:	**Alex Zaharieff, Assistant City Manager**
Date:	**11/1/2024**
Re:	**Cloud Park Improvements RFP**

Six submissions from qualified firms were received in response to the Cloud Park Improvement RFP. This recommendation is based on a comprehensive evaluation process, which included consultations with city staff and input from the Parks and Recreation Advisory Board. After thorough review, it is our recommendation to proceed with MSA Design. The following memo outlines the process, considerations, and conclusions that lead to this recommendation.

Process:

An RFP packet was developed with input of council, management, staff, and volunteers. The creation of the initial document included a detailed review by the Parks and Recreation Advisory Board at the August 2024 meeting.

Firms were reviewed in detail with two members of the Parks and Recreation Advisory Board who had been selected as representatives at the August meeting. During this review, the submissions were checked for completion, conflicts of interest, and similarities in the submissions.

After the review process, three firms were selected for interviews. Public Works Manager Mike Gray and Assistant City Manager Alex Zaharieff participated in these interviews, ensuring a thorough assessment of each firm's capabilities and approach to the Cloud Park project.

Considerations:

Comparison and staff/volunteer conversations centered on the following criteria:

1. Inclusion of all necessary documents requested in the RFP.
2. Price for the full scope as outlined in the RFP.
3. The earliest date a firm could be ready to bid construction documents.
4. The similarity of the firm's past projects to the scope outlined in the RFP.
5. Conflicts of Interest.
6. Stated deviations in the scope from criteria in the RFP.
7. The "wow factor" of the firm's past projects as illustrated in their submission.

MSA Design indicated that if an agreement with the City is promptly executed, bid-ready construction documents could be completed by May 2025.This was tied with other firms for the soonest estimated bid process.

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MSA Design received the highest score for each criterion, “similarity of past projects” and “wow factor,” and the firm did not have any stated conflicts of interest.

Conclusions:

MSA Design was identified by the collaborating members of the Parks and Recreation advisory board as front runners for the project. MSA’s interview performance was professional, forward thinking, and informational. Two references were contacted for MSA’s past work and those individuals gave glowing reviews of the firm.

This process has made me confident in MSA’s ability to produce quality work and direct the City of Huber Heights toward the impressive development of Cloud Park. MSA scored favorably along the criteria selected and demonstrated the high level of excellence and creativity desired for the Cloud Park project and worthy of the southeast gateway to the city.

Representatives from MSA will be on site to give a brief introduction to their firm and work at the upcoming council work session scheduled for 11/15/2021.

Request for Proposal | September 19, 2024

City of Huber Heights Park & Recreation Department

DESIGN, PLANNING, & ENGINEERING OF THOMAS A. CLOUD PARK MEMORIAL PARK

MSA SPORT

msaarch.com | 513.241.5666



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A.

BUSINESS COVER LETTER

MSA SPORT

September 19th, 2024

City of Huber Heights
Parks & Recreation Department
6131 Taylorsville Road
Huber Heights, Ohio 45424

RE: Request for Proposal (RFP) Design, Planning & Engineering of Thomas A. Cloud Park Memorial Park

To Whom It May Concern:

MSA Sport is pleased to submit our team's qualifications for the Design, Planning & Engineering of Thomas A. Cloud Park Memorial Park opportunity. MSA Sport has a solid reputation for excellence throughout the region for our conscientious, creative, and responsive design solutions that meet the clients' needs and expectations. MSA's philosophy starts with a solution-based process and a strong emphasis on presentation capabilities through drawings, models, and multi-media. In addition, we offer the following:

MSA Sport is a national leader in working on projects that "create community" and our diverse experience across multiple commercial and institutional markets allows us to bring a creative approach to the Memorial Park. Our collective team also has a diverse background in working with splash pads, amphitheaters, concessions, and athletic fields and spaces. We bring an in-depth understanding of "design for placemaking" and will work to refine and finalize your project vision into a premier landmark in the region.

Our firm is recognized as an expert in design and design communication, and we have been recognized by the AIA as the Gold Medal Firm in Ohio. We have excellent credentials in renderings, 3D animation, and model building and use all these techniques as needed to provide visual tools that will assist your team in making informed and timely decisions. Our ability to listen and assimilate the different voices and input from your team will be a fundamental ingredient for the success of this project.

Innovation and passion for good design is in our DNA. We view every project as an opportunity for innovative and successful solutions and always provide these solutions within the project's parameters set out by the client. Our clients are active participants throughout the process.

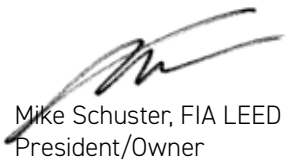
MSA Sport is a C-Corporation. Our FTID# is 31-1191535. Our principal place of business is located at 316 West Fourth Street, Cincinnati, OH 45202. Our firm does not discriminate in its employment practice regarding race, color, age, religion, sex, veteran status, sexual preference, national origin, or disability. MSA Sport does not have any possible conflict of interest with any city employee or city official involved in the RFP and any ensuing Contract(s) or any other conflict of interest.

If you have any questions or would like any clarifications on any of the information included in this proposal, don't hesitate to call. Thank you again for thinking of the MSA team – we look forward to the possibility of partnering with the City of Huber Heights to realize this exciting vision for the Thomas A. Cloud Park Memorial Park.

Thank you.



Amy Benetti, AIA
Principal-in-Charge



Mike Schuster, FIA LEED AP
President/Owner

B.

TOTAL & FINAL COST

B. TOTAL AND FINAL COST FOR PROPOSAL

After a thorough review of the scope of project and project overview in the request for proposal, the pre-proposal meeting, and our site visit, MSA Sport suggests the approach outlined below.

We recommend that the City of Huber Heights approaches this project in a multi-phased way with the first phase being a master plan validation that would include due diligence to understand existing conditions and assessing existing infrastructure. Simultaneously through this master plan would be the public input and engagement sessions. Through these initial steps, key drivers and principles will be formed to help validate the project moving forward. Preliminary design concepts will be presented and refined to convene in a final master plan and concept direction moving forward.

At the completion of this Master Plan phase, we would provide rough order of magnitude cost estimating for the various components of the project to confirm alignment with the City's budget range. This exercise will provide vital information for the City to make informed decisions and adjust as necessary moving forward into the next phases of project development – Phases 2-5 (Schematic Design – Construction Administration).

The process for completing the work will include the following phases:

Phase 1: Master Plan Validation/ Concept Development
Phase 2: Schematic Design
Phase 3: Design Development
Phase 4: Construction Documents & Bidding
Phase 5: Construction Administration & Project Closeout

As a result of the phased approach, The MSA Sport team proposes to complete Phase 1 - Master Plan Validation/ Concept Development scope of work as outlined above on a fixed fee basis. We anticipate that this scope of work can be completed for the fee as identified below. MSA Sport reserves the right to request additional services should the project scope alter from what has been identified. Any changes to the scope of services will be noted and you will be notified of anticipated fee adjustments prior to MSA Sport or consultants proceeding with the work.

PHASE 1: MASTER PLAN VALIDATION/ CONCEPT DEVELOPMENT

MSA Sport Design Team Fee:	**$58,000 (includes Cost Estimating, Civil, Landscape Architecture Advisory Services)**
Reimbursable Budget*:	**$3,500**
MEPT Engineering Allowance	**$5,000 (if needed)**

We will bill the fee based upon percentage of work completed to date, and billed monthly.

**Reimbursable expenses are not included in our base fee and will be billed at 1.10 times our cost. These include but are not limited to: printing and reproductions, special materials and services, photography, mileage and travel expenses, telephone services, delivery and postage services, and preparation of minor permits. We would recommend that the City carry the reimbursable budget as noted above. This reimbursable cost would not include permit fees or bid printing.*

From the RFP Solicitation and subsequent discussions, we understand to the project budget to be:

Overall Project Budget	**$7,000,000 to $12,000,000**

PHASE 2-5: SCHEMATIC DESIGN - CONSTRUCTION ADMINISTRATION

After the completion of Phase 1 – Master Plan Validation/ Concept Development, MSA will work with the City of Huber Heights to confirm overall project scope and budget. We understand that the City is looking at an overall project budget of $7 million to $12 million. With that construction budget range, we would base our design fees from Phase 2-5 on a percentage of the construction budget.

Our base fee for Phases 2-5 is a range of $581,000 - $996,000 based on the anticipated scope of work and 8.3% of the estimated cost of $7,000,000 to $12,000,000. We would suggest discussing the approved construction and project cost budget at the completion of Phase 1 based on the approved scope of work. With that discussion, the design team will finalize their fee proposal based on the percentage of cost stated previously. Should the project scope and/or budget increase or decrease, our fees for the subsequent phases of the project after approved budget adjustments may be modified accordingly after negotiation with the City.

Our base fee will be distributed across the design phases as follows (Note, Phase 1 is outside of this breakdown):

	% Total Design Fee
Phase 2: Schematic Design	20%
Phase 3: Design Development	25%
Phase 4: Construction Documents & Bidding	45%
Phase 5: Construction Admin. & Project Closeout	10%
	100%

The fees suggested are a lump sum and will be invoiced on a percentage of work completed per design phase. Expenses incurred within our normal course of business are included in our fees unless indicated otherwise below. Expenses that are estimated and itemized within our scope, such as out of town travel indicated by number of trips, may be adjusted with changes to the project scope or schedule.

Potential Additional Services Fees:

Reimbursables Allowance – Miscellaneous	$20,000
Site Survey	TBD
Additional Site CA Visits – Cost per Trip (MSA)	$500
Subtotal (excluding additional CA Site Visit)	$20,000

Excluded/By Owner:
Commissioning
FF&E
Hazardous Materials/Special Inspections
Permit Process Fees (plans examiner fees, building appeals, permit fees)
Geotechnical Permit Fees

Professional Fees:
Our team along with their primary responsibility is as follows:

MSA Design	Architect, Interior Design, Master Planning, Environmental Graphic Design
The Kleingers Group	Civil Engineering – Landscape Architecture
CMTA	HVAC, Electrical, Fire Suppression, Plumbing, & Communication Technology/Security Pathways
Schaefer	Structural Engineer
Water Technology Inc.	Aquatic Design and Engineering
Equantify	Cost Estimating

MSA will be responsible for the overall management and coordination of this team.

C.

RELEVANT PROJECT EXPERIENCE & CREDENTIALS







SUMMIT PARK
CITY OF BLUE ASH

Renovated Airport Becomes Award Winning & World-Class Community Park

Summit Park in Blue Ash was developed to be a year-round, multigenerational attraction. The City of Blue Ash acquired the 130-acre site, formerly a private airport, to realize their vision of a dynamic community space.

The park features a diverse array of amenities supporting community, environmental, educational, health, wellness, and entertainment goals. Key elements include an expansive "Great Lawn" for events, exercise, and concerts, complemented by community pavilions, a large glass canopy with a kaleidoscopic light effect, and a 185-foot-tall observation tower.

The observation tower, reflecting the site's aviation history, offers panoramic views including the Cincinnati skyline. It includes two viewing platforms and perforated metal panels that enhance transparency as visitors ascend. At the tower's base, a large stage supports concerts and community events, making Summit Park a regional asset that connects nature, history, and entertainment year-round. MSA collaborated with MKSK for Landscape Architecture for this project.



TEAM
Mike Schuster
Jeremy Barker
Mike Bruner

PROJECT SIZE
85,000 sf / 200,000 Acre Site

COST
$60 Million

DATE
2018

DELIVERY METHOD
CMR

PROJECT HIGHLIGHTS
Multigenerational and Versatile Design

Iconic Observation Tower

Innovative Glass Canopy

AWARDS
Honor Award: Community Pavilions and Observation Tower - Cincinnati Design Awards

Excellence in Masonry Design - Ohio Masonry Institute

Davey Awards - Gold Award for Corporate Identity

MSA SPORT







MCDONALD COMMONS RENOVATION
CITY OF MADEIRA

Revamp Adds New Fields, Event Spaces, & Community Connections

The City of Madeira's McDonald Commons Renovation re-imagined and expanded their existing park facility. The City has two parks within the community and needed to optimize the features of McDonald Commons with some of their additional acquired properties. This park will be a community destination for all ages. This renovation added both synthetic and natural turf fields, an event lawn, community room and pavilion, custom play area and walking connection to the community.



TEAM

Amy Benetti
Mike Schuster
Jeremy Barker
Amber Wasinski
Mike Bruner

PROJECT SIZE

2,200 sf Community Building/23 Acre Park

COST

$12,000,000 (estimated)

DATE

March 2023-June 2024

DELIVERY METHOD

CMR

PROJECT HIGHLIGHTS

Enhanced Multi-Use Features
Community-Focused Facilities
Improved Connectivity

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CIVIC PARK
CITY OF LAWRENCEBURG

Geometric Designs Create Multi-Use Civic Plaza

MSA was tasked with conceptualizing, designing and documenting a community pavilion for the new Strand-designed civic plaza in the heart of Lawrenceburg. Working in unison with MKSK, the forms of the pavilion are derived from the geometries of the site design, creating a seamless integration of plaza and programmatic space. It was complete in fall of 2018, this pavilion series the city as a performance area, event stage, community green room and public restroom facility, operating as a multi-use, 365 day-per-year outdoor destination for the City of Lawrenceburg.



TEAM
Mike Schuster
Jeremy Barker

PROJECT SIZE
2,500 sf

COST
$3 Million

DATE
2019

DELIVERY METHOD
CMR

PROJECT HIGHLIGHTS
Versatile Multi-Use Facility
Seamless Integration with Site Design
Year-Round Outdoor Destination







COMMUNITY POOL
CITY OF ATHENS

New Pool Facility Revitalizes Community Recreation Park

Replacing a dated community pool and support building, the new pool for the City of Athens includes separate leisure and lap/dive pools, two slides, a tot pool, and a splash pad area. Located within an existing community park near the recreation center, the new pool allows for future park projects. A new entry building provides support spaces for administration, restrooms, lockers, storage, and a rentable community room. An additional pool mechanical building is located near the lap/dive pool & includes mechanical space as well as a concessions area, a guard room, and additional restrooms and storage. The project also includes increased parking, plenty of green space & shade.



TEAM
Katie Freeland

PROJECT SIZE
111,500 sf

COST
$6.4 Million

DATE
2018

DELIVERY METHOD
GC, Lump Sum

PROJECT HIGHLIGHTS
Enhanced Recreational Features
Comprehensive Support Facilities
Improved Park Integration & Amenities







COMMUNITY POOL
CITY OF DUBLIN

Community Engagement Leads to Renovated Pool

Home to more than 47,000 residences, the City of Dublin offers access to over 60 parks spread throughout the community many of which are connected to the 100 miles of recreation paths. The City of Dublin is known for their commitment to an exceptional parks and recreational program which is one of the reasons it has become a premier destination for residents and businesses.

In 2018, the Department of Parks and Recreation had determined that it was time to replace existing pool complex located at 5660 Dublinshire Drive known as the Dublin Community Pool North. This particular pool is located in the middle of a neighborhood next to a neighborhood elementary school. The pool had served generations of families and home to many memories. The City hired the MSA team to develop a Master Plan for the pool replacement. An essential element of this plan was to determine what, if any, elements could be re-purposed in a new design. Critical to our master plan process is Community Engagement. Our team facilitated 6 community engagement meetings to help identify a new vision for the pool. There was a limited budget and therefore, we facilitated our unique capital based prioritization process. This process essentially puts community participants in charge of spending the available money. Inherently, this helped to prioritize the desired features in the new aquatic facility.



TEAM
Mike Schuster
Katie Freeland
Chelsea Sanders

PROJECT SIZE
205,000 sf

COST
$8.5 Million

DATE
2019

DELIVERY METHOD
CMR

PROJECT HIGHLIGHTS
Community-Centric Design Process
Comprehensive Master Planning
Collaborative Design Iteration







COMMUNITY POOL
CITY OF GRANDVIEW HEIGHTS

Grandview Heights Invests into their Community Pool

Grandview Heights prides itself on having a family friendly environment, an excellent school system, and a vibrant business district. Proximity to city facilities and institutions make Grandview Heights a walkable community with parks and greenspaces well-integrated within the urban fabric. The parks, facilities and activities offered by the recreation department are used by residents of all ages.

The Grandview Heights Community Pool facility was a central part of the community for over 80 years. In 2006, the Parks and Recreation Master Plan identified the pool as a primary element to be replaced. In 2015 the City engaged MSA to do a complete analysis of the existing facility and develop a Master Plan for full replacement of the existing pool on the existing site. This exercise included extensive engagement with the community to determine their vision for the new pool, an operational analysis to determine the cost of operating the new pool, as well as a marketing study to determine the potential outreach for new members. The final deliverable was an illustrated plan defining all the components of the proposed new aquatic facility. Given this plan had extensive community input, community approval was overwhelming which allowed the project to quickly move to final design and



TEAM
Mike Schuster
Katie Freeland

PROJECT SIZE
86,500 sf

COST
$6 Million

DATE
2017

DELIVERY METHOD
CMR

PROJECT HIGHLIGHTS
Community-Centric Design Process
Comprehensive Analysis & Planning
Historical Significance & Modernization

D.

FIRM'S REFERENCES

REFERENCES



CITY OF BLUE ASH

DAVID WALTZ
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CITY OF MADEIRA

MICHAEL NORTON SMITH
CITY MANAGER
mnorton-smith@madeiracity.com
513.561.7228

CITY OF DUBLIN

MATT EARMAN
DIRECTOR OF RECREATION SERVICES
mearman@dublin.oh.us
614.410.4803

E.

SUBCONSULTANTS & REFERENCES

PERSONNEL



Lynne Nischwitz, PLA, ASLA, CLARB

Lead Landscape Architect

FIRM	The Kleingers Group, Inc
EXPERIENCE	30 Years (15 Years with The Kleingers Group)
EDUCATION	The Ohio State University, BS, Landscape Architecture
REGISTRATIONS	Registered Landscape Architect Ohio # LA.0901219 (also registered in KY, IN, PA, TN, NC, and MI)
MEMBERSHIP	American Society of Landscape Architects (ASLA), Ohio Chapter ASLA (OCASLA); Council of Landscape Architectural Registration Boards (CLARB)
AWARDS	Cincinnati Black Music Walk of Fame: 2023 Cincinnati Design Honor Award (CDA); 2023 Ohio Chapter ASLA Award; Vega Americas HQ, 2023 ENR Midwest Best Projects; Silverton Small Area Plan 2021 CDA; Miami University Western Campus Landscape 2015 CDA

Lynne brings over **30 years of diverse design experience** providing landscape architecture services for many different project types and scales. She is **design-driven** and has served various municipalities, universities, park boards, and private developers. Lynne is a **proactive leader with strong intuitive relationship-building skills** and a key focus on client service and building design consensus.

RELEVANT EXPERIENCE

- **Indian Riffle Park Garden Plaza,** *Kettering, Ohio*
- **Lincoln Park,** *Kettering, Ohio*
- **Fraze Pavilion Landscape Plan,** *Kettering, Ohio*
- **Miller Ecological Park Master Plan,** *Lebanon, Ohio*
- **Huffman Park,** *Fairfield, Ohio*
- **Marsh Park Master Plan,** *Fairfield, Ohio*
- **Smale Riverfront Park Outdoor Music Venue,** *Cincinnati, Ohio*
- **Cincinnati Black Music Walk of Fame at Smale Riverfront Park,** *Cincinnati, Ohio*
- **Smale Riverfront Park Outdoor Music Venue, Phase 2,** *Cincinnati, Ohio*
- **Cincinnati Union Terminal Plaza Restoration,** *Cincinnati, Ohio*
- **Cincinnati Children's Hospital - Erkenbrecher Park,** *Cincinnati, Ohio*
- **Miami University Tennis Complex,** *Oxford, Ohio*
- **Miami University Western Campus Landscape**, *Oxford, Ohio*
- **FC Cincinnati Streetscape,** *Cincinnati, Ohio*
- **Paycor Stadium Pedestrian Improvements,** *Cincinnati, Ohio*
- **University of Cincinnati Market Pointe + Siddall Hall,** *Cincinnati, Ohio*
- **University of Cincinnati Calhoun Hall Renovation,** *Cincinnati, Ohio*
- **Kellogg Avenue + I-275 Landscape Beautification,** *Cincinnati, Ohio*
- **City of Mason Parks Master Plan,** *Mason, Ohio*
- **Deerfield Township Streetscape Beautification,** *Deerfield, Ohio*
- **Kacie Jane Park,** *Springboro, Ohio*
- **Andrew J. Brady Icon Music Venue,** *Cincinnati, Ohio*
- **Lincoln Heights Memorial Park,** *Lincoln Heights, Ohio*
- **Dale Park**, *Mariemont, Ohio*
- **Dogwood Park**, *Mariemont, Ohio*
- **North Park Master Plan,** *Springboro, Ohio*
- **Miamisburg Park Master Plan,** *Miamisburg, Ohio*
- **Sycamore Trails Park,** *Miamisburg, Ohio*
- **Riverfront Park,** *Miamisburg, Ohio*
- **Groh Park Master Plan**, *Cincinnati, Ohio*
- **Wax Park Master Plan,** *Moraine, Ohio*
- **McDonald Commons Park Master Plan**, *Madeira, Ohio*
- **Makino Park Expansion**, *Mason, Ohio*
- **Writing for a Change Park,** *Silverton, Ohio*
- **Wyoming Village Green Park**, *Wyoming, Ohio*
- **Glendale Cleveland Avenue Park,** *Glendale, Ohio*
- **Mason Aquatic Center,** *Mason, Ohio*
- **Heritage Oak Park Master Plan,** *Mason, Ohio*
- **Heritage Oak Park Master Plan, Phase 1,** *Mason, Ohio*
- **Heritage Oak Park Master Plan, Phase 2,** *Mason, Ohio*
- **Swaim Park Diversity Garden,** *Montgomery, Ohio*
- **Depot Square Pocket Park,** *Sharonville, Ohio*
- **Ficke Park,** *Silverton, Ohio*
- **Rotary Park,** *Hamilton, Ohio*
- **Silverton Veterans Park,** *Silverton, Ohio*
- **I-75 and Union Centre Interchange Beautification,** *West Chester, Ohio*
- **Warren County Sports Park,** *Warren County, Ohio*
- **Western Row Road Streetscape,** *Mason, Ohio*
- **Beavercreek Gateway Beautification,** *Beavercreek, Ohio*
- **Colonel Glen Highway Streetscape Beautification,** *Beavercreek, Ohio*
- **City of Mason Streetscape Design,** *Mason, Ohio*
- **Vega Americas Campus,** *Mason, Ohio*
- **Cincinnati Children's Hospital - College Hill Expansion,** *Cincinnati, Ohio*
- **Airstream Manufacturing Facility,** *Jackson City, Ohio*
- **Procter & Gamble HQ Park Re-visioning,** *Cincinnati, Ohio*

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PERSONNEL

Mike L. Slagle, PLA, ASLA
Landscape Architect

EXPERIENCE
Five years with
The Kleingers Group

EDUCATION
University of Kentucky,
BS, Landscape
Architecture

REGISTRATION
Registered Landscape
Architect
Ohio #LA.1459



EXPERIENCE / QUALIFICATIONS

Mike brings over a decade of experience designing multi-purpose trails, large-scale civil / transportation streetscaping, park amenities, urban and community master planning, permitting, planned unit development zoning documents, and residential landscape design. Well-versed in AIA documentation, including payment applications, change orders, and substantial / final completion closeout documentation, he has performed project management and construction administration for projects ranging in size from a 6,000-acre development to site-specific renovations. He also excels in facilitating stakeholder involvement initiatives for public projects, including public speaking engagements, web-based surveys, and stakeholder interviews.

KEY PROJECT EXPERIENCE

- **Miamisburg Park Master Plan,** *Miamisburg, Ohio*
- **City of Mason Park Master Plan,** *Mason, Ohio*
- **Mason Aquatic Center,** *Mason, Ohio*
- **McDonald Commons Park,** *Madeira, Ohio*
- **Dogwood Park,** *Mariemont, Ohio*
- **Heritage Oak Park Master Plan, Phase 2,** *Mason, Ohio*
- **Kacie Jane Park,** *Springboro, Ohio*
- **Riverfront Park,** *Miamisburg, Ohio*
- **Pierce Park,** *Cincinnati, Ohio*

Zoe Kusnier,
Assistant Project Manager

EXPERIENCE
Two years with
The Kleingers Group

EDUCATION
University of Cincinnati,
MLA

University of Cincinnati,
BS, Horticulture



EXPERIENCE / QUALIFICATIONS

Zoe brings over five years of experience in the horticulture industry and over four years of experience as a landscape designer on a wide variety of public and private commercial projects. She has experience designing at multiple scales ranging from small scale site design to large scale master planning. Zoe strives to understand each project's unique needs and explore creative design solutions with a cost-effective, sustainable, approach. She excels at communicating the intent and story behind design through her graphics and communication skills. Zoe is passionate about connecting others with their community and surrounding environment through thoughtful design.

KEY PROJECT EXPERIENCE

- **Kellogg Avenue +I-275 Landscape Beautification,** *Cincinnati, Ohio*
- **Mariemont Dale Park,** *Mariemont, Ohio*
- **Riverfront Park,** *Miamisburg, Ohio*
- **Miami Township Parks Master Plan,** *Miami Township, Ohio*
- **Heritage Oak Park, Phase 2,** *Mason, Ohio*
- **Indian Riffle Park Garden Plaza,** *Kettering, Ohio*
- **Dogwood Park,** *Mariemont, Ohio*
- **McDonald Commons Park,** *Madeira, Ohio*

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PERSONNEL

Craig Honkomp,
PS, PE, LEED AP
Sports / Civil Engineer

EXPERIENCE
26 years with
The Kleingers Group

EDUCATION
University of Cincinnati,
MBA

University of Akron,
BS, Civil Engineering

REGISTRATION
Professional Engineer
Civil Engineering
Ohio #PE.58008
Kentucky #30469



EXPERIENCE / QUALIFICATIONS

Craig brings 30 years of civil engineering experience with the majority of his experience focused on municipal and institutional campus site design. He works directly with government agencies, school districts, higher education, and health care clients. Craig has a tremendous amount of experience designing sustainable storm water projects, utilizing BMP's, and working in **high profile landscape environments.** He is an expert in **master planning, drainage design, project budgeting, document preparation, permitting and on-site construction services** for world class athletic facilities. Craig is a previous board member of the Synthetic Turf Council, and previously held the positions of Chair of the Program Committee and Chair of the Education Committee, as well as a member of the Performance Guidelines Task Force and Base Guidelines Task Force. He currently serves on the Board of Directors of the American Sports Builders Association as a Professional Director. Most notable, Craig achieved the ASBA Design Professional's Certificate of Distinction - only the third person in the U.S. to achieve this status.

KEY PROJECT EXPERIENCE

- **Flyght Academy,** *Trotwood, Ohio*
- **McDonald Commons Park**, *Madeira, Ohio*
- **Warren County Sports Park,** *Warren County, Ohio*
- **Wright State University Student Success Center**, *Dayton, Ohio*
- **Vandalia Butler High School**, *Vandalia, Ohio*
- **Wright State University Woods Commons**, *Dayton, Ohio*
- **Warren County Sports Complex,** *Warren County, Ohio*

Kayleigh Hammond
Project Manager

EXPERIENCE
Eight years with
The Kleingers Group

EDUCATION
University of Cincinnati,
BS, Civil Engineering



EXPERIENCE / QUALIFICATIONS

Kayleigh has eight years of civil engineering experience with The Kleingers Group, including three co-op semesters before accepting a full-time position. The focus of her work is on Sportworks projects. This focus gives her in-depth knowledge specific to all things sports.

KEY PROJECT EXPERIENCE

- **Warren County Sports Complex, Warren County, Ohio**
- **Flyght Academy,** *Trotwood, Ohio*
- **Purcell Marian High School Staubach Stadium,** *Cincinnati, Ohio*
- **University of Dayton Indoor Turf and Track Renovation,** *Dayton, Ohio*
- **Miami University Women's Varsity Soccer Complex,** *Oxford, Ohio*
- **Grove City High School Synthetic Turf Fields,** *Grove City, Ohio*
- **Miami Trace Athletic Complex,** *Washington Court House, Ohio*

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PERSONNEL

Dave Meyer, PE
Lead Traffic Engineer

EXPERIENCE
21 Years with
The Kleingers Group

EDUCATION
University of Cincinnati,
BS, Civil Engineering,
2004

REGISTRATION
Professional Engineer
Ohio #PE.74042



EXPERIENCE / QUALIFICATIONS

Dave has more than 21 years of experience in various aspects of traffic signal design including layout, traffic control, timing and phasing, and wiring. He's knowledgeable in many aspects of traffic engineering studies and proficient with Synchro, SimTraffic, HCS, ODOT's Span Wire Signal Support design software (SWISS), Autodesk and Microstation CAD programs. Dave has a working knowledge of state and federal standards for traffic signals and traffic control design and applies this knowledge when projects require advanced traffic studies or changes to traffic signals.

KEY PROJECT EXPERIENCE

- **Sugarcreek Local Schools SRTS,** *Sugarcreek Township, Ohio*
- **Ohio River Trail – Collins Avenue to Corbin Street,** *Cincinnati, Ohio*
- **Wilmington Pike Road Improvements Phase 1,** *Centerville, Ohio*
- **Feedwire Road Improvements,** *Centerville, Ohio*
- **Trenton-Busenbark Road Roundabout,** *Trenton, Ohio*
- **State Route 122 Speed Study,** *Middletown, Ohio*
- **Cincinnati-Dayton Road and Yankee Road Roadway and Signal Improvements,** *Butler County, Ohio*

Matt Habedank, PS
Survey Manager

EXPERIENCE
24 Years with
The Kleingers Group

EDUCATION
Northern Kentucky
University,
BS, Construction
Management/Surveying,
2011
Cincinnati State,
AAS, Land Surveying,
1997

REGISTRATION
Professional Surveyor
Ohio: #PS.8611
Kentucky: #4041
Florida: #LS7482



EXPERIENCE / QUALIFICATIONS

Matt is a seasoned surveyor with over 29 years of experience, including 24 years at The Kleingers Group. His role involves overseeing the entire surveying process, from the initial fieldwork to completion. Matt's knack for organization and attention to detail are essential to ensure that our topographic and boundary base map information meets the highest standards, forming the foundation for accurate construction documents.

KEY PROJECT EXPERIENCE

- **Dayton-Xenia Road Enhancements,** *Beavercreek, Ohio*
- **Vandalia Public Library,** *Vandalia, Ohio*
- **Trotwood Branch Library**, *Trotwood, Ohio*
- **University of Dayton - Woerner Field,** *Dayton, Ohio*
- **County Court of Warren County,** *Warren County, Ohio*
- **Oxford State Road Improvements,** *Middletown, Ohio*
- **State Route 22 and Old 3C Highway - Roundabout,** *Warren County, Ohio*
- **North B Street Improvements,** *Hamilton, Ohio*

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EXPERIENCE



Warren County Sports Complex, Warren County, Ohio



City of Mason Aquatic Center, Mason, Ohio

SAMPLE OF OUR PARK EXPERIENCE

- **Warren County Sports Park,** *Warren County, Ohio*
- **City of Mason Aquatic Center,** *Warren County, Ohio*
- **Indian Riffle Park Garden Plaza,** *Kettering, Ohio*
- **Lincoln Park,** *Kettering, Ohio*
- **Fraze Pavilion Landscape Plan,** *Kettering, Ohio*
- **Miller Ecological Park Master Plan,** *Lebanon, Ohio*
- **Huffman Park,** *Fairfield, Ohio*
- **Marsh Park Master Plan,** *Fairfield, Ohio*
- **Smale Riverfront Park Outdoor Music Venue,** *Cincinnati, Ohio*
- **Cincinnati Black Music Walk of Fame at Smale Riverfront Park,** *Cincinnati, Ohio*
- **Smale Riverfront Park Outdoor Music Venue, Phase 2,** *Cincinnati, Ohio*
- **Cincinnati Children's Hospital - Erkenbrecher Park,** *Cincinnati, Ohio*
- **City of Mason Parks Master Plan,** *Mason, Ohio*
- **Kacie Jane Park,** *Springboro, Ohio*
- **Lincoln Heights Memorial Park,** *Lincoln Heights, Ohio*
- **Dale Park**, *Mariemont, Ohio*
- **Dogwood Park**, *Mariemont, Ohio*
- **North Park Master Plan,** *Springboro, Ohio*
- **Miamisburg Park Master Plan,** *Miamisburg, Ohio*
- **Sycamore Trails Park,** *Miamisburg, Ohio*
- **Riverfront Park,** *Miamisburg, Ohio*
- **Groh Park Master Plan**, *Cincinnati, Ohio*
- **Wax Park Master Plan,** *Moraine, Ohio*
- **McDonald Commons Park Master Plan**, *Madeira, Ohio*
- **Makino Park Expansion**, *Mason, Ohio*
- **Writing for a Change Park,** *Silverton, Ohio*
- **Wyoming Village Green Park**, *Wyoming, Ohio*
- **Glendale Cleveland Avenue Park,** *Glendale, Ohio*
- **Mason Aquatic Center,** *Mason, Ohio*
- **Heritage Oak Park Master Plan,** *Mason, Ohio*
- **Heritage Oak Park Master Plan, Phase 1,** *Mason, Ohio*
- **Heritage Oak Park Master Plan, Phase 2,** *Mason, Ohio*
- **Swaim Park Diversity Garden,** *Montgomery, Ohio*
- **Depot Square Pocket Park,** *Sharonville, Ohio*
- **Ficke Park,** *Silverton, Ohio*
- **Rotary Park,** *Hamilton, Ohio*
- **Silverton Veterans Park,** *Silverton, Ohio*

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THE KLEINGERS GROUP

REFERENCES

Kleingers takes care of our clients, many of whom we have long-standing relationships with and who engage Kleingers repeatedly for professional services. We encourage you to contact our references for their experiences.

CLIENT REFERENCES		
Name	**Phone Number**	**Email / Address**
Ryan Davis, CPRE Director - City of Miamisburg Parks & Recreation	937.847.6473	• ryan.davis@cityofmiamisburg.com • 305 E. Central Avenue Miamisburg, OH 45342
Gary Schussler Parks Superintendent *City of Kettering*	937.296.2486	• gary.schussler@ketteringoh.org • 3600 Shroyer Road Kettering, OH 45429
Jennifer Heft Assistant City manager *City of Mason*	513.229.8500	• jheft@masonoh.org • 6000 Mason-Montgomery Rd. Mason, OH 45040

WHAT OUR CLIENTS SAY ABOUT US

"Lynne and the team have been exceptional to work with. In my experience, **it is a rarity to work with a consultant that works at an exceptional level so consistently.** It is refreshing - especially on such a large, complex project."

"The Kleinger's team has been able to provide a plan for a large area within a short time frame. **The level of detail they have provided has set us up to seek additional funding and move forward with the implementation of streetscape improvements**, which was our original expectation."

"Lynne's **ability to be flexible and make a change when applicable and calmly explain why things are done the way they are** when changes are unadvised has helped yield staff consensus on the proposed plan."

"Lynne was excellent at **pushing us to stay on task to make sure we hit project deadlines**. For a project that can easily get bogged down in it's own complexities, we have been on task and on time"

"It has been a pleasure to work with Lynne. She is **thoughtful in her design solutions** and **provides creative problem solving.**"



resume

schaefer

Doug Steimle, PE

OPERATIONS LEADER | PRINCIPAL



EXPERIENCE

Doug is one of our senior level engineers. He is recognized in the design of tall wood + hybrid-frame buildings and has presented to architects, engineers and developers across the country through organizations including WoodWorks, American Society of Civil Engineers, and Structural Engineers Association of Ohio. Throughout his career, Doug has worked on a variety of municipal projects designing safe, efficient structures for the government and communities.

EXPERIENCE HIGHLIGHTS

- Madeira McDonald Commons Park
- City of Deer Park Chamberlin Park Music Pavilion
- Great Parks of Hamilton County Shaker Trace Barn Repurpose
- Great Parks of Hamilton County Shaker Trace Seed Nursery
- Blue Ash Summit Park
- Great Parks of Hamilton County Highfield Discovery Center

REGISTRATIONS

PE Registered: Ohio, Kentucky, South Carolina, Florida, New York, Massachusetts

ASSOCIATIONS

Urban Land Institute

EDUCATION

- Bachelor of Science, Civil Engineering, University of Cincinnati, 1997

MSA SPORT

additional information

schaefer

REFERENCES

McDonald Commons Park:
The City of Madeira
7141 Miami Ave
Madeira, Ohio 45243
Michael Norton Smith
513.561.7228
mnorton-smith@madeiracity.com

City of Deer Park Chamberlin Park Music Pavilion:
Deer Park
7777 Blue Ash Road
Deer Park, Ohio 45236
William Jetter
513.794.8860
wjetter@deerpark-oh.gov

Great Parks of Hamilton County Shaker Trace Barn Repurpose:
Great Parks of Hamilton County
10245 Winton Road
Cincinnati, Ohio 45231
Benjamin Helmes
513.259.9565
bhelmes@greatparks.org

PROJECT EXPERIENCE

> McDonald Commons Park | Madeira, Ohio
> City of Deer Park Chamberlin Park Music Pavilion | Deer Park, Ohio
> Great Parks of Hamilton County Shaker Trace Barn Repurpose | Cincinnati, Ohio
> Great Parks of Hamilton County Shaker Trace Seed Nursery | Cincinnati, Ohio
> Scioto Grove Metro Park | Columbus, Ohio
> Greenacres Foundation Nippert Barn Repurpose | Cincinnati, Ohio
> Towers Park Pavilion | Westerville, Ohio
> Grandview Heights Pool | Grandview Heights, Ohio



Kyle Waymeyer

LEED AP BD+C, CEM

Principal in Charge I Lead Mechanical Engineer

Profile

Bio

Kyle joined CMTA in 2019. He has over 16 years of experience designing energy efficient HVAC and controls systems for all types of facilities in the community, cultural arts, sports, commercial, and educational markets. He understands the needs of owners and stakeholders alike and designs systems with the them in mind.

Education

B.S., Mechanical Engineering, University of Cincinnati, 2008

Certifications

- LEED AP BD+C (Leadership in Energy and Environmental Design) Accredited Professional
- Certified Energy Manager through AEE

6 Years with firm
17 Years experience

Select Project Examples

Great Parks of Hamilton County
Cincinnati, Ohio
Shaker Trace Seed Facility

Cincinnati Nature Center
Milford, Ohio
MEP Assessments
Groesbeck Estate Renovation*
Krippendorf Lodge Assessment*

Camp Joy
Clarksville, Ohio
Bungalow Renovations
Environmental Education Center
Solar PPA

Miami University, Equestrian Center
Oxford, Ohio

Cold Springs Community Center
Cold Springs, Kentucky

ICON Music Center at the Banks
Cincinnati, Ohio

Hampton Inn Hyde Park
Cincinnati, Ohio

University Football Locker Room Renovation
Cincinnati, Ohio

Mount Notre Dame Theater Expansion
Cincinnati, Ohio

**With prior firm*

CMTA
MSA SPORT



Jim Messner

PE, LEED AP

Lead Electrical Engineer

Profile

Bio

Jim joined CMTA in Cincinnati, Ohio as a senior electrical engineer. He has over 20 years of proven electrical design experience, including lighting, lighting controls, power distribution, fire alarm layouts, and specifications for a variety of projects.

Jim has completed building and energy assessments including lighting, power distribution, and fire alarm systems. He has completed numerous site lighting designs for developments, roadways, parks, and athletic facilities.

Education

B.S., Electrical Engineering, University of Cincinnati, 2002

Registrations

Licensed Professional Engineer: OH, KY, IN, KS, FL, SC, NC, GA, IL, PA, MO, LA, NV, WV, AZ, and CO

3 Years with firm
21 Years experience

Select Project Examples

Madeira Municipal Plaza
Madeira, Ohio

Blue Ash Towne Square Renovation
Cincinnati, Ohio

Cincinnati Art Museum
Cincinnati, Ohio
Longworth Hall Renovation
Level B Commons Renovation

Warren County Sports Park At Union Village MultiPurpose Fields
Warren County, Ohio

City of Mason
Mason, Ohio
Streetscape Enhancements
Aquatic Center Parking Improvements

City of Trenton Founders Park
Trenton, Ohio

Miamisburg Riverside Park
Miamisburg, Ohio

University of Dayton Roger Glass Center for the Arts
Dayton, Ohio

Deer Park Music Pavilion
Deer Park, Ohio

Great Parks of Hamilton County
Cincinnati, Ohio
Shaker Trace Seed Facility

CMTA MSA SPORT



Brad Bruening

PE, LEED GA, CPD

Lead Plumbing Engineer

Profile

Bio

Brad is a plumbing systems and fire protection engineering specialist. His training includes studies in fluid dynamics and thermodynamics. His experience covers complete design over numerous plumbing systems including domestic hot and cold water, and compressed air and gases. With his extensive knowledge of both plumbing and fire protection codes, he has the ability to manage multiple projects simultaneously and ability to work in high-pressure environments, Brad adds strength to any project team to which he is assigned.

Education

B.S., Mechanical Engineering, University of Cincinnati, 2006

Registrations

Licensed Professional Engineer
Ohio (#81283), Kentucky (#39993), Michigan (#6201312884), Indiana (#12300384)

8 Years with firm
19 Years experience

Select Project Examples

Miamisburg Riverside Park
Miamisburg, Ohio

Warren County Sports Complex at Union Village
Warren County, Ohio

St. Xavier High School Locker Room Renovation
Cincinnati, Ohio

University of Cincinnati Basketball Locker Room Renovation
Cincinnati, Ohio

City of Mason, Mason Aquatic Center
Mason, Ohio

Mount St. Joseph University
Cincinnati, Ohio
Recreation & Fitness Center
Master Planning

Madeira Municipal Plaza
Madeira, Ohio

Lubber Run Community Center & Park
Arlington, Virginia

YMCA Study
Wheeling, West Virginia

Bowling Green State University Ice Arena Renovations & Master Plan
Bowling Green, Ohio

Kacie Jane Park, Springboro City Parks
Springboro, Ohio

Great Parks of Hamilton County
Cincinnati, Ohio
Shaker Trace Seed Facility

CMTA
MSA SPORT



Shane Benz

CTS

Technology Solutions Expert

Profile

Bio

Shane is a member of the firm's technology and security design team. He has been working in the technology sector for over 20 years and has been consulting on technology design for over 10 years. Shane's primary focus is the needs of the client, to provide them with simple and effective technology installations as their needs require. With his practical experience and up to date knowledge of the latest technology trends, he will provide the best solutions available.

Shane has worked on performing arts centers, cultural arts and entertainment facilities, K-12, higher education projects including classrooms and labs, large corporate training and conference centers, emergency operation centers, and hospitals.

Education

Associate of Electrical Engineering, Electrical Engineering Technology, Cincinnati State University- 2003

4 Years with firm
23 Years experience

Select Project Examples

Great Parks of Hamilton County
Hamilton County, Ohio
Shaker Trace Seed Facility

Fairfax County Community Center Technology Design
Fairfax, Virginia

Easter Seals Renovation and Infill
Cincinnati, Ohio

Duke Energy Convention Center Renovation
Cincinnati, Ohio

City of St. Matthews
Louisville, Kentucky
Community Center Renovation

City of Cincinnati
Cincinnati, Ohio
New Findlay Community Recreation Center

Cincinnati & Hamilton County Public Library
Cincinnati, Ohio
Hyde Park Branch Library Renovation
West End Branch Library Renovation

Bowling Green State University
Bowling Green, Ohio
Science Corridor Facilities Assessment/Technology Assessment

Bethany College
Bethany, West Virginia
Phillips Hall E-Sports Facility

CMTA
MSA SPORT

CMTA RELEVANT PROJECTS

Project	City	State/Province
Freedom Park Restrooms and Concession Building	Charlotte	North Carolina
Great Parks Shaker Trace Seed Facility	Cincinnati	Ohio
Cincinnati Nature Center MEP Assessments	Cincinnati	Ohio
ICON Music Center at the Banks	Cincinnati	Ohio
Phillips Place Pool Lighting	Charlotte	North Carolina
Mt. Notre Dame Theater Expansion	Cincinnati	Ohio
Madeira Municipal Plaza	Madeira	Ohio
Warren County Sports Park	Warren County	Ohio
City of Mason Streetscape Enhancements	Mason	Ohio
City of Mason Aquatic Center Parking Improvements	Mason	Ohio
City of Trenton Founders Park	Trenton	Ohio
Miamisburg Riverside Park	Miamisburg	Ohio
Lubber Run Community Center & Park	Arlington	Virginia
Kacie Jane Park, Springboro City Parks	Springboro	Ohio
WFU - Graylyn Conference Center, Outdoor Pool	Winston-Salem	North Carolina
Barefoot Lakes Community Pool Facility	Longmont	Colorado
Lake Sawyer Pool House	Vero Beach	Florida
Lakes of Windermere Pool House-Peachtree Jax	Orlando	Florida
Gateway Concession Expansion	Punta gorda	Florida
Oceanwalk Resort Pool Bar	Longwood	Florida
Oviedo Parks & Rec Concessions/Restroom Building	Port Saint Lucie	Florida
Paradise Marina View Amphitheater	Belle Chasse	Louisiana
Cape Harbor Pool Pavilion	Lakeland	Florida
El Coral - Pool House / Clubhouse	Ft. Myers	Florida
LCPS Ida Baker HS Concession Building	Ft. Myers	Florida
LCPS Estero HS Concession Building	Ft. Myers	Florida
VC W Building 6 Concession Area	Orlando	Florida
Martin Residence Pool Pavilion	Stuart	Florida
Lady Lake Guava St. Park Concession Stand	Alachua	Florida
CCSB ECS Concession Stand Improvements	Port charlotte	Florida
DSC Palm Coast Amphitheater Improvements	Maitland	Florida
CDIA - Concourse D & E Connector, Concessions Upfit	Charlotte	North Carolina
Blazer Soccer Concession Stand	Lexington	Kentucky
Camp Crooked Creek New Pool and Poolhouse	Jeffersonville	Indiana
Centerplate Fairground Concession Renovation	Louisville	Kentucky
Eastwing (KPEC) Centerplate Concession Fit-up	Louisville	Kentucky
Barbers Hill Independent School District - Baseball/Softball Concessions and Restroom Building Renovations	Mont Belvieu	Texas
Henry Clay Lighting & Concession	Lexington	Kentucky
Winchester New Splash Pad	Winchester	Indiana
Jessamine Middle Schools Concession Stands	Lexington	Kentucky

Letcher County Sports Lighting & Concession for Soccer/Baseball	Letcher County	Kentucky
Morehead State Claypool-Young Arts Building	Morehead	Kentucky
Marion County Baseball Concession	Marion County	Kentucky
Marion County Softball (Girls) Concession Stand	Marion County	Kentucky
Morgan County High School Stadium Concessions and Field Lighting	Morehead	Kentucky
New Albany Aquatics Center - Modifications to the concession stand	New Albany	Indiana
Lou Eves Pool - City of Mason, Ohio	Mason	Ohio
Mount Notre Dame Theater Expansion	Cincinnati	Ohio
Mount Notre Dame Theater Expansion	Cincinnati	Ohio
Mount Saint Joseph Theater	Cincinnati	Ohio
Merit Theater Historical Renovation	Burlington	Kentucky
Tinora Theater - Performing Arts Center	Defiance	Ohio
PRP-Theater Addition Revisions	Louisville	Kentucky
Holy Trinity Clifton Campus Theater Audio Design	Louisville	Kentucky
Russell County Concession & Lighting	Russell County	Kerntucky
Richmond Public Pool	Richmond	Virginia
Residences at Brookside Wading Pool	Richmond	Virginia
Shawnee High School - HVAC, KETS & Pool Renovation	Louisville	Kentucky
University of Louisville Rec Center Concessions	Louisville	Kentucky
Eastern Concessions Building Electric Feed	Louisville	Kentucky
Henry County Public Schools - High School Concessions Building	New Castle	Kentucky
Holy Trinity Clifton Campus Theater Renovation	Louisville	Kentucky
Hammond School Theater Assessment	Columbia	South Carolina
Jefferson County Public Schools - Central High School Pool Unit Replacement	Louisville	Kentucky
KCD New Concession and Pavilion	Louisville	Kentucky
South Oldham HS - Football Field Locker Room/Concessions/Ticketing	Crestwood	Kentucky
Taylor County Public Schools Outdoor Pool and Locker Facility	Campbellsville	Kentucky
Warren County Public Schools - South Warren Hitting Facility/Concession Renovation	Bowling Green	Kentucky
Bell Creek Community Pool - Electrical Engineering	Richmond	Virginia
GWU Mt Vernon NZE Pool Study	Washington D.C.	Washington D.C.
Harbour Square Pool & Fitness Study	Washington	Washington, DC
Prince George's County SPLEX Pool Study (213H2008C2)	Upper Marlsboro	Maryland
Walton Verona Athletic Field Concession Stand	Walton	Kentucky
Berea Pool Unit Replacement (Natatorium HVAC)	Berea	Kentucky
Corbin Football Field and Concessions	Corbin	Kentucky
Elizabethtown Outdoor Music Amphitheater	Elizabethtown	Kentucky
Paul Blazer Pool Demolition	Ashland	Kentucky

CMTA REFERENCES



GREAT PARKS OF HAMILTON COUNTY

BENJAMIN HELMES PLA, ASLA, SITES AP
PROJECT MANAGER
bhelmes@greatparks.org
513-259-9565

CITY OF MADEIRA

LORI THOMPSON
ASSISTANT CITY MANAGER
lthompson@madeiracity.com
513.561.7228

CINCINNATI NATURE CENTER

KRISTI MASTERSON
DIRECTOR OF OPERATIONS & VISITOR ENGAGEMENT
kmasterson@cincynature.org
513.965.4247

JIM BRETERNITZ

Project Manager



Jim joined the WTI Team in 2019 bringing 8 years of project management experience in the power generation industry (Combined Cycle and Nuclear Power Plants, Ethanol and Crude Oil Refineries, Solar Thermal and Industrial Boiler applications.) In his prior position, he designed and managed large steam and water analysis systems. His knowledge of industrial system design and analytical water chemistry make him an asset to the team.

As a project manager of public aquatic facilities, Jim successfully executes multiple responsibilities, performs design and quality control procedures, oversees site construction, and provides continued support during operation. He is the clients primary contact throughout all project phases, actively maintaining the project schedule while exceeding client expectations.

EDUCATION

Bachelor of Science
Mechanical Engineering
Michigan Technological University
Houghton, MI

Renewable Energy Certificate
Madison Area Technical College
Madison, WI

FEATURED PROJECTS

Lake Wilmore Park - Auburn, AL
Lewis Farms Facility and Park - Edmonton, Alberta, Canada
Northern Aquatic Centre - Yellowknife, Northern Territories, Canada
Roseville Aquatic Complex Renovation - Roseville, CA
PROS Southeast Recreation Center - Aurora, CO
Recreation Center and Parks Master Plans - Berthoud, CO
Presbyterian Manor of Mid America - Colorado Springs, CO
Eckington Yards Northwest Building - Washington, DC
Eckington Yards Southwest Building - Washington, DC
DuPont Country Club - Wilmington, DE
H.O Dabney Aquatic Center - Leesburg, FL
St. Edwards School Aquatic Center - Vero Beach, FL
Hilton Waikoloa - Kona, HI
Rock Island YWCA - Rock Island, IL
Garden Rapids at the 'Big Pool' - Garden City, KS
Qiddiya Waterpark - Qiddiya, KSA
Exit 15 Indoor Waterpark - Riyadh, KSA
Blue Springs Indoor and Outdoor Recreation Center - Blue Springs, MO
Melco Phase 1 Outdoor Update - Cotai, MO
Heckart Community Center - Sedalia, MO
Anne Carlsen Center - Jamestown, ND
Salvation Army Ray and Joan Kroc Corps Community Center - Ashland, OH
Mayfield Heights Community and Aquatic Center - Mayfield Heights, OH
Great Falls Indoor Recreation Center - Great Falls, MT
Juniper Indoor Pool Renovation - Bend, OR
Reeds Crossing Wellness Center - Hillsboro, OR
Yankton Aquatic Center Full Scope - Yankton, SD
Hazen High School Renovation - Renton, WA
Tacoma High School Pool Renovation - Tacoma, WA
R.W Houser Family YMCA Warm Water Pool Addition - Onalaska, WI

MATT FREEBY, AIA, LEED AP, NCARB

Project Director



Matthew Freeby has a breadth of experience in the design and construction of numerous building types and structures; with overall responsibility for large project development, he has handled projects ranging from $1 million to $100 million. His project experience ranges from conceptual planning to construction management.

Matt is relied upon to define project scope, goals and deliverables that support WTI's business goals in collaboration with senior management. He helps to determine and assess need for additional staff and/or consultants and make the appropriate recruitments if necessary during project cycle. A registered Architect in 22 states and a NSPF Certified Pool/Spa Operator, Mr. Freeby is a LEED Accredited Professional with an advanced depth of knowledge in green building practices and sustainable aquatic design and operations. Matt's attention to detail and persistent pursuit of excellence provides the industry benchmark in aquatic design.

EDUCATION

Master's Degree, Architecture
Washington University
St. Louis, Missouri

Master's Degree, Civil Engineering, Construction Management
Washington University
St. Louis, Missouri

Bachelor of Arts, Architecture
Washington University
St. Louis, Missouri

REGISTRATIONS

AIA Architect: AL, AR, CA, DE, FL, HI, IN, LA, MI, MN, MO, NE, NJ, NM, NV, NY, OK, RI, TN, UT, WA, WI

LEED Accredited Professional

NSPF Certified Pool / Spa Operator (CPO)

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
National Council of Architectural Registration Boards (NCARB)
Themed Entertainment Association (TEA)

FEATURED PROJECTS

Worthington Pool Master Plan - Worthington, OH
Ashland KROC Center - Ashland, OH
Athens Community Pool - Athens, OH
Liberty Township Powell YMCA - Powell, OH
Northam Park - Upper Arlington, OH
Kenwood Country Club - Cincinnati, OH
Xavier University - Cincinnati, OH
South Grant Apartments - Columbus, OH
James A Rhodes Center at Shawnee State University - Portsmouth, OH
Dublin Community Pool Renovation - Dublin, OH
The Big Splash - Grove City, OH
Mandel Jewish Community Center - Beachwood, OH
North Canton YMCA - North Canton, OH
Broadview Heights Recreation Center - Broadview Heights, OH
Grandview Heights Pool - Grandview Heights, OH
New South High School / YMCA - Willoughby, OH
Grandview Heights Pool - Grandview Heights, OH
Whitehall Spray Grounds - Whitehall, OH
Argo Community High School - Argo, IL
Ping Tom Park Recreation Center - Chicago, IL
Palos Hills Moraine Valley Community College Pool Design - Palos Hills, IL
Ray & Joan Kroc Cops Community Center of Quincy - Quincy, IL
Niles North High School - Skokie, IL
Mattoon YMCA - Matoon, IN
Boll Family YMCA - Detroit, MI
Bamboo Bay Waterpark at Shoreview Community Center - Shoreview, MN
Austin Community Recreation Center - Austin, MN
Cascade Bay Family Aquatic Center - Eagan, MN
Alexandria Area YMCA - Alexandria, MN
Essentia Regional Health & Wellness Center - Hermantown, MN
Winona YMCA - Winona, MN
The Great Serengeti Indoor Waterpark at Holiday Inn - Owatonna, MN
Grandview Lodge - Nisswa, MN
Erb Park and Swimming Pool - Appleton, WI
Baldwin Medical Center - Baldwin, WI
Elm Grove Western Racquet Club Design - Elm Grove, WI
Madison Metropolitan School District - Madison, WI
Oshkosh Family YMCA - Oshkosh, WI
Creekview Aquatic Center at the Evergreen Retirement - Oshkosh, WI

COMMUNITY RECREATION & AQUATIC CENTERS

Partial Project List











Lethbridge AB Crossings Leisure Complex - Lethbridge, AB, Canada
Trico Centre for Family Wellness - Calgary, AB, Canada
Seton Community Recreation Centre - Calgary, AB, Canada
Edmonton AB Emerald Hills - Edmonton, AB, Canada
MacDonald Island Northside Community Centre - Fort McMurray, AB, Canada
Barrhead Aquatic Center - Barrhead, AB, Canada
Valleyview Regional Recreation Facility - Valleyview, AB, Canada
Suncor Community Leisure Centre - Fort McMurray, AB, Canada
Grand Prairie Aquatic Centre - Grand Prairie, AB, Canada
Canmore Alberta - Edmonton, AB, Canada
Clareview Community Recreation Centre and Library - Edmonton, AB, Canada
Meadows Community Recreation Centre and Library - Edmonton, AB, Canada
Beaverlodge Community Centre - Beaverlodge, AB, Canada
Drayton Valley Recreation Centre - Drayton Valley, AB, Canada
Strathcona Pool Condition Assessment - Edmonton, AB, Canada
Wetaskiwin Regional Multi Purpose Recreation Facility - Wetaskiwin, AB, Canada
Edmonton Hardisty Fitness and Leisure Centre - Edmonton, AB, Canada
Grandview Heights Aquatic Complex - Surrey, BC, Canada
William Griffin Community Recreation Centre - North Vancouver, BC, Canada
Edmonds Aquatic and Community Centre - Burnaby, BC, Canada
Wedgewood Park Aquatic Centre - St. Johns, NL, Canada
Windsor Family Aquatic and Library Complex - Windsor, ON, Canada
Swift Current SK Integrated Facility - Swift Current, SK, Canada
Kindersley SK Family Aquatic Park - Kindersley, SK, Canada
Shaw Centre - Saskatoon, SK, Canada
Credit Union CU Plex - North Battleford, SK, Canada
Skagway AK Skagway Community Recreation Center - Skagway, AK
Petersburg Aquatic Center - Petersburg, AK
Wescott Family Aquatic Center - North Pole, AK
Hamme Aquatic Facility - Fairbanks, AK
Fort Greely Army Base - Fort Greeley, AK
Presbyterian Village - Little Rock, AR
Bentonville Community Center - Bentonville, AR
The Flagstaff Aquaplex - Flagstaff, AZ
Salvation Army Kroc Community Center - Phoenix, AZ
Cottonwood Community Recreation Center - Cottonwood, AZ
Wilshire Center - Los Angeles, CA
North Boulder Recreation Center - Boulder, CO
Wheat Ridge Recreation Center - Wheat Ridge, CO
Westminster Swim & Fitness Center - Westminster, CO
Woodland Park CO Woodland Aquatic Center - Woodland Park, CO
Thornton CO Recreation Center - Thornton, CO
Windsor Community Recreation Center - Windsor, CO
Southeast Recreation/Cultural Community Center - Fort Collins, CO
Central Denver Recreation Center - Denver, CO
Eaton Community Recreation Center - Eaton, CO
Longmont Community Center - Longmont, CO
Montclair Recreation Center - Denver, CO
Martin Luther King Recreation Center - Denver, CO
Ashland Recreation Center - Denver, CO
Paul Derda Recreation Center - Broomfield, CO
Lone Tree Recreation Center - Littleton, CO
Douglas H Buck Center - Littleton, CO
Cortez Family Recreation Center - Cortez, CO
Carbon Valley Recreation Center - Frederick, CO
Gunnison CO Community Aquatics Facility - Gunnison, CO
Recreation Center at Southridge - Highlands Ranch, CO
Adventure Island at Family FunPlex - Greeley, CO
Gypsum Recreation Center - Gympsum, CO
Meeker Recreation Center - Meeker, CO
Erie Community Center - Erie, CO
East Ridge Recreation Center - Highlands Ranch, CO

WTI REFERENCES

VILLAGE OF ROMEOVILLE
1050 WEST ROMEO ROAD
ROMEOVILLE, IL 60446
815.886.7200

CITY OF ARLINGTON
101 WEST ABRAM STREET
ARLINGTON, TX 76004
817.459.6777

CITY OF WISCONSIN RAPIDS
444 WEST GRAND AVENUE
WISCONSIN RAPIDS, WI 54495
715.421.8200



F.

PROJECT TEAM

PROJECT TEAM ORGANIZATION CHART

CLIENT

HUBER HEIGHTS
Come Grow With Us!

PROJECT LEAD



PRINCIPAL IN CHARGE
AMY BENETTI AIA
513.241.5666
abenetti@msaarch.com

NOTE

Additional MSA Design staff will be on standby as needed to assist on this project.

DESIGN TEAM



DESIGN STRATEGY
MIKE SCHUSTER
FAIA LEED AP
mschuster@msaarch.com



EVENT PLANNING
JEREMY BARKER
AIA NCARB
jbarker@msaarch.com



AQUATIC PLANNING
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AIA LEED AP
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PROJECT ARCHITECT
AMBER WASINSKI
AIA LEED AP NCARB
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SPORTS PLANNING
MIKE BRUNER
mbruner@msaarch.com



GRAPHIC DESIGNER
CHELSEA SANDERS
AIGA SEGD
csanders@msaarch.com

SUB-CONSULTANTS

THE KLEINGERS GROUP
Civil Engineering & Landscape Architect

SCHAEFER
Structural Engineering

CMTA, INC.
MEPT Engineering

WATER TECHNOLOGY INC.
Aquatic Design & Engineering

CONTACT KEY

Amy Benetti will be the contact for the Public Input Process & Amber Wasinski will manage Future Construction Oversight.



PRINCIPAL IN CHARGE
abenetti@msaarch.com

AMY BENETTI

AIA

PRINCIPAL/PROJECT ARCHITECT

QUALIFICATIONS

Ohio - ARC.1115296

Ball State University, 2005
BArch

Ball State University, 2005
BEnvSci

ORGANIZATIONS

American Institute of Architects
Adopt-A-Class for Cincinnati Public School, Madeira High School Mentoring Program

EXPERIENCE

City of Madeira McDonald Commons Park

City of Blue Ash Recreation Center Whirlpool & Lockers Renovation

Cincinnati Recreation Commission Price Hill Center Concept & Site Master Plan

Cincinnati Recreation Commission Dempsey Pool Building Concept & Site Master Plan

City of Upper Arlington Northam Park Athletic Fields & Tennis Study

Athletes in Action Wooden Family Fieldhouse Sports Complex

Indian Hill Exempted Village School Theater Support Facility Expansion



MICHAEL SCHUSTER

FAIA LEED AP

OWNER/FOUNDER

DESIGN STRATEGY

mschuster@msaarch.com

QUALIFICATIONS

Ohio - ARC.8207088

University of Cincinnati, 1980
BArch

ORGANIZATIONS

American Institute of Architects

EXPERIENCE

City of Madeira McDonald Commons Park

Blue Ash Summit Park

Blue Ash Summit Park Observation Tower

City of Lawrenceburg Civic Park

City of Dublin Community Pool North

City of Grandview Heights Community Pool

City of Euclid Community Recreation & Wellness Center

Great Parks Hamilton County Vineyard Clubhouse Study

Village of St Bernard Baker & Vine Pocket Park Concept Development

Cincinnati Parks Vine Street Plaza & Carousel

Cincinnati Recreation Commission Riverside Park Improvements

Cincinnati Recreation Commission Price Hill Master Plan

Cincinnati Recreation Commission Dempsey Pool Building Master Plan

Athletes in Action Wooden Family Field House Sports Complex

Xavier University Health United Building

Daytona Tortugas Jackie Robinson Ball Park Athletic & Event Facility



EVENT PLANNING
jbarker@msaarch.com

JEREMY BARKER

AIA

ASSOCIATE PRINCIPAL/PROJECT ARCHITECT

QUALIFICATIONS

Ohio - ARC.2018152
NCARB Certified

University of Cincinnati, 2002
BArch

ORGANIZATIONS

American Institute of Architects

EXPERIENCE

City of Madeira McDonald Commons Park

City of Blue Ash Summit Park

City of Blue Ash Blue Ash Summit Park Observation Tower

City of Lawrenceburg Civic Park

Great Parks Hamilton County Sharon Woods Clubhouse Pavilion

Cincinnati Recreation Commission Oakley Recreation Center

City of Blue Ash Community Recreation Center

Xavier University Health United Building

Daytona Tortugas Jackie Robinson Ball Park Athletic & Event Facility



AQUATIC PLANNING
kfreeland@msaarch.com

KATIE FREELAND

AIA LEED AP

PRINCIPAL/PROJECT ARCHITECT

QUALIFICATIONS

Ohio - ARC.1516524
LEED Accredited Professional

Washington University in St. Louis, 2008
MArch

Miami University, 2004
BFA Arch

ORGANIZATIONS

American Institute of Architects
ACE Mentor Program Columbus Downtown High School
Greater Columbus Sport Commission Board Member

EXPERIENCE

City of Athens Community Pool

City of Dublin Community Pool

City of Grandview Heights Community Pool

City of Marysville Pool Assessment

Village of New Concord New Area Pool

City of Hilliard Aquatics Feasibility Study

City of Whitehall Recreation Center

Upper Arlington Community Center

Upper Arlington Northam Park Athletic Fields & Tennis Study

City of Marion Lincoln Field Park



PROJECT ARCHITECT
awasinski@msaarch.com

AMBER WASINSKI

AIA NCIDQ

ASSOCIATE/PROJECT ARCHITECT

QUALIFICATIONS

Ohio - ARC.2118545
National Council for Interior Design Qualification Certified
LEED Green Certified

University of Cincinnati, 2019
MArch

University of Cincinnati, 2013
BID

ORGANIZATIONS

American Institute of Architects

EXPERIENCE

City of Madeira McDonald Commons Park

City of Euclid Community Recreation and Wellness Center

Madeira City Schools High School Auditorium/Commons Building Renovations

Madeira City Building Master Plan

Xavier University Health United Building

Triple Crown Country Club Facility Renovations

Cincinnati Music Festival Stadium Stage Planning at Paycor Stadium

Cincinnati Music Festival Egress Plan at Paycor Stadium

Daytona Tortugas Jackie Robinson Ball Park Athletic & Event Facility



MIKE BRUNER

PROJECT DESIGNER

QUALIFICATIONS

University of Cincinnati, 2012
MArch

Ball State University, 2009
BArch

SPORTS PLANNING
mbruner@msaarch.com

EXPERIENCE

City of Madeira McDonald Commons Park

City of Blue Ash Summit Park

City of Dublin Indoor Recreation Project

YMCA of Greater Cincinnati Blue Ash Outdoor Pool Renovation & Dome Site Planning

Indian Hill Exempted Village School Theater Support Facility Expansion

Cincinnati Recreation Commission Price Hill Center Concept & Site Master Plan

Cincinnati Recreation Commission Dempsey Pool Building Concept & Site Master Plan

Whitehall Community Center Recreation Center Feasibility Study

Kenwood Country Club Centennial Project



GRAPHIC DESIGNER
csanders@msaarch.com

CHELSEA SANDERS

AIGA, SEGD

ASSOCIATE/DIRECTOR OF GRAPHIC DESIGN

QUALIFICATIONS

University of Cincinnati, 2013
BS

ORGANIZATIONS

American Institute of Graphic Arts
Society for Experiential Graphic Design
Big Brothers Big Sisters
Adopt A Class

EXPERIENCE

City of Dublin Community Pool

Cincinnati Recreation Center Oakley Recreation Center

Springfield Country Club Improvements Master Plan

Aces Pickleball Factory 52 Branding Package

Athletes in Action Wooden Family Field House

Xavier University Health United Building

Xavier University Wall of Gratitude

Daytona Tortugas Jackie Robinson Ball Park Athletic & Event Facility

G.

PROPOSED DELIVERABLES

G. PROPOSED DELIVERABLES

PHASE 1 DELIVERABLES

- Meeting Minutes with Preliminary Project Schedule and Public Input Schedule/ Outline
  - MSA will document items discussed in each session and format the collected information for distribution.
- Summary List Program scope
- Summary Overview from User Group meetings
- Plan options (2-3 anticipated) for Owner review and discussion. MSA will meet with the Owner and provide minor updates to the plan options as needed, and electrically distribute plan PDFs and meeting notes.
- Community Engagement Presentation that will include a developed and rendered site plan and design options for the buildings (programming, architectural style, and/or location). All preparation meetings and draft presentations will be sent for record. A PDF of the final presentation will be provided in a format that can be posted to the City's website, if desired.
- A complete Visioning Package, including a conceptual rendered site plan, aerial concept rendering, program document, systems and features narrative, and a conceptual cost estimate including phasing.
- Grading Study/ Site Diagram(s)
- Refined Concept Diagram and Rendering

PHASE 2 DELIVERABLES

- Preliminary Site plan for review.
- Preliminary Civil and Landscape Drawings
  - Concept Grading Plan
  - Park Concept Layout
  - Aquatics/ Splash Pad Concept Layout
  - Hardscape and Materials Plan
  - Soils Plan
  - Landscape Plan
- Preliminary building floor plans/documents for review.
- Preliminary exterior elevations/views and supporting building materials samples.
- Preliminary splash pad drawings/ details for review.
- Assist with development of Concept Budget/Estimate of Construction Cost.
- Assist with development of phasing and site staging plan (as required).
- Approximately 30% completion of construction documents.
- Structural and MEPT narratives (as required).

PHASE 3 DELIVERABLES

- Deliver additional drawing details as appropriate for Developed Design (50% CD level).
- Revise the design to incorporate changes identified
- Develop the design and site and building MEP systems
- Further Develop site design
- Develop and design site retaining walls
- Coordinate the zoning approval process
- Refine estimate and identify opportunities or need for value engineering
- Perform periodic reviews with the City and an approval review of the design and estimate before starting on construction documents

PHASE 4 DELIVERABLES

- Bid, permit and construction documents
- Project specifications

PHASE 5 DELIVERABLES

- Regular construction updates
- Answer RFI's and issue bulletins as required
- Field reports from site visits
- Executed change orders as required
- Certified applications for payment
- Review contractor close-out materials





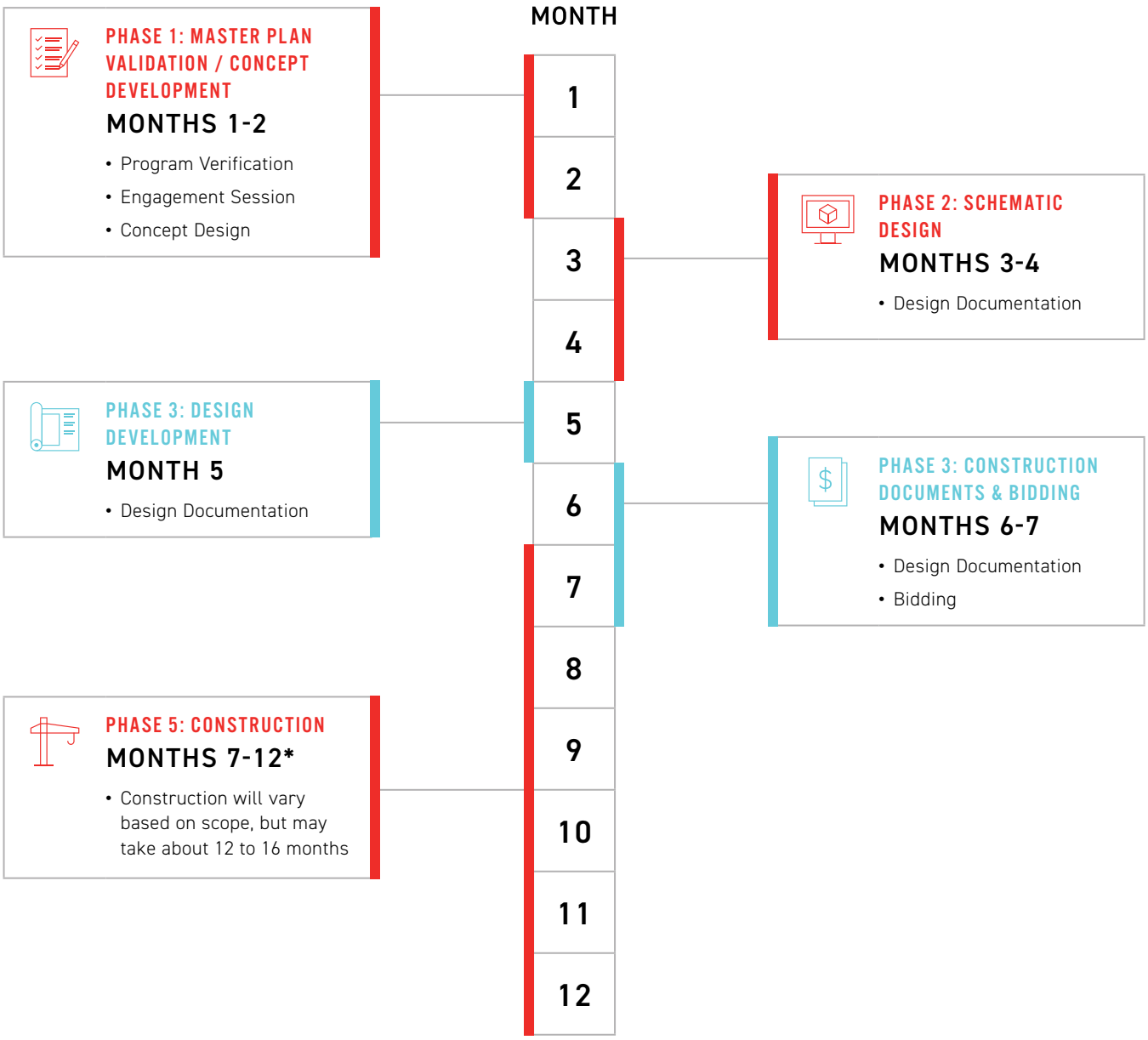




H.

PROPOSED DELIVERABLES TIMELINE

PROJECT SCHEDULE



I.

PROPOSED APPROACH TO THE PROJECT



OUR APPROACH

I. PROPOSED APPROACH TO THE PROJECT

MSA Sport will work with the City of Huber Heights to develop and refine a project schedule that will include stakeholder meetings, a community engagement presentation, program development, design deliverables, and time for review and approvals. This schedule will be reviewed and confirmed with the City during the initial project kickoff. It is anticipated that the design services approach may be as follows:

The process for completing the work will include the following phases:

Phase 1: Master Plan Validation/ Concept Development
Phase 2: Schematic Design
Phase 3: Design Development
Phase 4: Construction Documents & Bidding
Phase 5: Construction Administration & Project Closeout

PHASE 1- MASTER PLAN VALIDATION/ CONCEPT DEVELOPMENT

Master Plan Validation

- Project Kick-Off
  - MSA and Consultants will meet with City's selected representative team (identified as "Owner" and/ or "Steering Committee") to review project, review the anticipated project approach and schedule, define key milestone dates, and define steering committee and public input engagement groups.

- Initial Public Input Engagement Sessions
  - MSA will work with the City to organize and conduct Public Input Engagement sessions with the groups (up to 5 groups/ engagements). During these sessions, MSA and the City will review specific project needs and goals with each group.

Program Verification

- Review Master Plan work previously completed and confirm preferred scope and program.
  - Re-engage with user groups to review and confirm program (3 meetings)
- Develop and present summary list of spaces needs to Steering Committee for confirmation and approval.

Deliverables

- Meeting Minutes with Preliminary Project Schedule and Public Input Schedule/ Outline
  - MSA will document items discussed in each session and format the collected information for distribution.
- Summary List Program scope
- Summary Overview from User Group meetings

Conceptual Design and Due-Diligence

- Utilizing information collected previously during initial meetings, MSA and the design team will develop design strategy planning options for review and discussion.
- Based on feedback from initial design strategy planning options, MSA will develop a Visioning Package for the project.
- Work with the City to have one additional Community Engagement Session to present the Vision Package direction, as required by the City.
- Review and verify existing conditions through field verifications and grading studies. Present findings to Steering Committee. (1 meeting)
- Coordinate with City of Huber Heights, soil borings and any additional due-diligence items required for further design.
- Assist City of Huber Heights with the review and discussion on a construction delivery method.
- Assist City in refining preliminary budget developed during Master Planning phase. (Anticipate that a construction partner would be reviewing and finalizing cost budget an developing cost models that reflect the anticipated scope of work)
- Initiate Conversations with City of Huber Heights for zoning and Montgomery County Building Department to verify development and permit requirements (including any required planning commissions, etc.).

Deliverables

- Plan options (2-3 anticipated) for Owner review and discussion. MSA will meet with the Owner and provide minor updates to the plan options as needed, and electrically distribute plan PDFs and meeting notes.
- Community Engagement Presentation that will include a developed and rendered site plan and design options for the buildings (programming, architectural style, and/or location). All preparation meetings and draft presentations will be sent for record. A PDF of the final presentation will be provided in a format that can be posted to the City's website, if desired.
- A complete Visioning Package, including a conceptual rendered site plan, aerial concept rendering, program document, systems and features narrative, and a conceptual cost estimate including phasing.
- Grading Study/ Site Diagram(s)
- Refined Concept Diagram and Rendering

PHASE 2- SCHEMATIC DESIGN (30% DOCUMENTS)

- Finalize existing conditions field verification(s) and base 3D BIM computer model.
- Further develop schedule and key milestone dates with City and Construction partner (as required).
- Develop overall program, plans, and adjacency requirements.
- Meet with Steering Committee to finalize program and site plan layout (anticipate 1-2 meetings during this phase)
- Finalize overall extents of work (based on budget).
- Define and Develop Site Requirements
    - Define improvements to existing and proposed new drives, walks, and parking areas.
    - Define extents of landscape improvements, aquatics upgrades, plaza/ pavilion areas, seating plazas, athletic fields, athletic courts, exterior plazas, and play spaces.
- Assist construction partner in developing phasing and site staging plans (as required).
- Further develop building massing on community and support buildings.
    - Update 3D renderings.
    - Develop detailed exterior elevations including material selections.
- Assist City in updating budgets and identifying potential early bid packages (as required).
- Review the updated designs and budget with Steering Committee and construction partner (as required).

Deliverables

- Preliminary Site plan for review.
- Preliminary Civil and Landscape Drawings
    - Concept Grading Plan
    - Park Concept Layout
    - Aquatics/ Splash Pad Concept Layout
    - Hardscape and Materials Plan
    - Soils Plan
    - Landscape Plan
- Preliminary building floor plans/documents for review.
- Preliminary exterior elevations/views and supporting building materials samples.
- Preliminary splash pad drawings/ details for review.
- Assist with development of Concept Budget/Estimate of Construction Cost.
- Assist with development of phasing and site staging plan (as required).
- Approximately 30% completion of construction documents.
- Structural and MEPT narratives (as required).





PHASE 3 – DESIGN DEVELOPMENT (60% DOCUMENTS)

- Finalize and Refine Site Requirement including:
  - Site Utility & Civil Engineering Development Plans
  - Landscape planting plans and preliminary details as needed for zoning/development approvals.
  - Coordinate with City's consultant on ODNR and FEMA permit requirements, if needed.
- Refine and Further Develop the following:
  - Plaza Areas
  - Pavilion Areas
  - Floor Plans of Support Buildings
  - Splash Pad
  - Play Structures, if required
  - Elevations – interior and exterior
  - Visual Renderings and Supporting Imagery showing design intent for form, mass, color, and materials.
  - Wall Sections, Cross Sections.
  - Roof Plans and materials selections.
  - Preliminary Finish Schedules, Preliminary Door/Hardware Schedules, and preliminary furnishings layouts.
- Identify and begin Early Bid Package(s) where appropriate.
- Work with Owner and construction partnery to review and update project budgets by phase(s).
- Work with Owner and construction partner to identify potential invited bidders list for selected bid packages.

Deliverables

- Deliver additional drawing details as appropriate for Developed Design (50% CD level).
- Revise the design to incorporate changes identified
- Develop the design and site and building MEP systems
- Further Develop site design
- Develop and design site retaining walls
- Coordinate the zoning approval process
- Refine estimate and identify opportunities or need for value engineering
- Perform periodic reviews with the City and an approval review of the design and estimate before starting on construction documents

PHASE 4 - CONSTRUCTION DOCUMENTATION AND BIDDING

- Further refinement of deliverables from previously completed "final design" phase to a full set of biddable construction documents.
- Prepare full drawings as necessary to receive final building permits from local/regional permit agencies.
- Coordinate work with engineering consultants to refine final engineering scope into building permit submittal.
- Review construction cost budgets at regular intervals and provide feedback to City of Huber Heights and the construction partner.
- Review and coordinate requirements for equipment furnished by the Owner, coordinate with engineer drawing elements.
- Conduct detailed systems review with Owner for final coordination.
- Prepare final project specifications as required for building permits.
- Prepare base level signage pricing package for ADA required building interior and exterior signage.
- Custom signage/wayfinding package, if requested (TBD).
- Review final project cost estimate at completion of construction documents
- Prepare final bid documents.
- Submit plans and specifications for all building permit (permit fees shall be paid for directly by the Owner.)
- ADDITIONAL SERVICES – Branding/Graphics. As an additional service, MSA Sport is providing the option to work on Environmental Graphics and Brand Integration for all areas of the Park. This would include design & bid packages for all EGD elements including, branded environments, feature wayfinding, dimensional signage, and other graphic features.

- *Deliverables*
- Bid, permit and construction documents
- Project specifications

PHASE 5 – CONSTRUCTION ADMINISTRATION AND PROJECT CLOSEOUT

- Assist in administering the construction contract.
- Attend a pre-construction meeting(s).
- Review product submittals and shop drawings for compliance with contract documents.
- Answer RFI's and issue clarifications as required.
- Perform periodic site visits and attend regular Owner/Architect/Contractor meetings to observe construction and address issues that come up in the field. We assume site visits on average through the course of the project of approximately once every two weeks based on construction activity at that time.
- Prepare bulletins and directives as may be required for the project.
- Prepare change order documentation when appropriate.
- Assist the Owner in reviewing change order requests and applications for payment.
- Review disputes and address issues through resolutions.
- Certify applications for payment.
- Perform punch list(s) and correction verification site visit(s).
- Meeting minutes for all Construction Meetings will be provided by the Contractor.
- Coordinate and assist in closing out the construction phase services of the project
- Assist in acquiring and reviewing final documentation of the project (record drawings, warranties, maintenance manuals).

Deliverables

- Regular construction updates
- Answer RFI's and issue bulletins as required
- Field reports from site visits





J.

STATEMENT OF DEVIATIONS OR VARIATION

MSA SPORT

September 19th, 2024

City of Huber Heights
Parks & Recreation Department
6131 Taylorsville Road
Huber Heights, Ohio 45424

RE: Statement of any deviations or variation from the project elements listed in this RFP.

To Whom It May Concern:

This is to confirm that MSA Sport has thoroughly reviewed the Request for Proposal (RFP) Design, Planning & Engineering of Thomas A. Cloud Park Memorial Park and hereby declares that there are no deviations or variations from the project elements listed in the RFP. We affirm our commitment to adhere strictly to the specifications, requirements, and conditions outlined in the document.

Should there be any need for further clarification, please do not hesitate to contact us.

Thank you for considering our proposal.



Amy Benetti, AIA
Principal-in-Charge



Mike Schuster, FIA LEED AP
President/Owner

G.

CERTIFICATION FORM

IV. Certification

This page must be included in the final proposal submission and signed by a qualified agent of the proposing organization.

Certification:

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



Signature

September 19th, 2024
Date

Amy Benetti
Print Name

Principal-in-Charge
Title

abenetti@msaarch.com
Email Address

513.241.5666
Phone

MSA Sport
Company Name

TRAIN. COMPETE. SUCCEED.™

MSA SPORT

msaarch.com 513.241.5666

11.19.2024

Thomas A Cloud

MEMORIAL PARK

HUBER HEIGHTS
Come Grow With Us!

MSA SPORT

TEAM

TEAM



AMY BENETTI, AIA
PRINCIPAL IN CHARGE



AMBER WASINSKI, AIA, NCIDQ, LEED
PROJECT ARCHITECT



LYNNE NISCHWITZ, PLA, ASLA, CLARB
THE KLEINGERS GROUP



MIKE SLAGLE, PLA, ASLA
THE KLEINGERS GROUP

MSA SPORT

THE KLEINGERS GROUP

CMTA

schaefer

WTI
WATER TECHNOLOGY INC.



For over 39 years

WE HAVE DESIGNED EXCEPTIONAL EXPERIENCES AND SPACES


EXCEPTIONAL PEOPLE
INSPIRED EXPERIENCES
ENDURING IMPACT

RELATIONSHIPS































































COMMUNITY













AQUATICS













RECREATION








URBAN YOUTH ACADEMY P&G
GENDELL FAMILY FIELD


FIELD 22
FIELD 22



PLACEMAKING













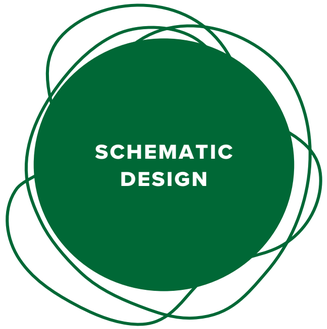
PROCESS

APPROACH



PROJECT KICKOFF

- PROGRAMMING
- FACT FINDING
- DATA COLLECTION
- ENGAGEMENT SESSIONS
- STAKEHOLDER MEETINGS
- PRELIMINARY PLANNING
- BUDGET VALIDATION
- CONCEPT SCENARIO DEVELOPMENT



SCHEMATIC DESIGN

- PLANS & ELEVATIONS
- MEP INVESTIGATION
- STAKEHOLDER MEETINGS
- STRUCTURAL CONSULTATIONS
- SPECIALTY CONSULTATIONS
- BUDGET VALIDATION UPDATE
- AQUATICS DESIGN



DESIGN DEVELOPMENT

- PLANS ELEVATION AND DETAILS
- MEP DD DRAWINGS
- STRUCTURAL DD DRAWINGS
- CIVIL DD DRAWINGS
- SPECIALTY SPECIFICATIONS
- BUDGET VALIDATION APPROVAL



CONSTRUCTION DOCUMENTS

- 90% REVIEW SET
- 100% ISSUE SET
- BUDGET VALIDATION
- COORDINATION MEETINGS



PERMITTING APPROVALS

- PRE BID MEETINGS
- RFI'S AND SUBMITTALS



SITE VISITS AND COORDINATION MEETINGS

(10 HOURS/WEEK MIN.)

- RFI'S
- SUBMITTALS
- REPORTS

COMPLETE: PROJECT SCOPE DIRECTION & CONCEPTUAL BUDGET

JAN 2025 +/- | **MARCH 2025 +/-** | **MAY 2025 +/-** | **JULY 2025 +/-** | **SEP 2025 +/-** | **SEP 2026 +/-**

OPPORTUNITIES



REFLECTION OF COMMUNITY

GATHERING PLACES



USER FRIENDLY




FUTURE FLEXIBILITY


CREATIVE
& EXCITING

365+
MULTI-GENERATIONAL





PHASEABLE
& BUDGET RESPONSIVE

10.10.24

Thomas A Cloud

MEMORIAL PARK

HUBER HEIGHTS
Come Grow With Us!

MSA SPORT

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MSA DESIGN FOR DESIGN, ENGINEERING, AND CONSTRUCTION MANAGMENT SERVICES IN AN AMOUNT NOT TO EXCEED $670,000.00.

WHEREAS, the City of Huber Heights seeks to enhance and improve Thomas A. Cloud Memorial Park located at 4707 Brandt Pike for the benefit of its citizens; and

WHEREAS, the City of Huber Heights Parks and Recreation Department issued a Request For Proposals (RFP) to provide planning, engineering and construction management services for Thomas A. Cloud Park improvements, and

WHEREAS, firms were reviewed in detail with two members of the Parks and Recreation Board who were selected as representatives at its August, 2024 meeting; and

WHEREAS, after the review process, three firms were selected for interviews, with MSA Design being identified as providing the most suitable and qualified proposal to meet the City's project goals and requirements.

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 professional services agreement to provide planning, engineering and construction management services for Thomas A. Cloud Park improvements to MSA Design in an amount not to exceed $670,000.00.

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-10475 **Topics Of Discussion** **D.**

Council Work Session

Meeting Date: 11/19/2024

Cleaning Consumables/Uniform Rentals - Public Works Division - Solicit Bids

Submitted By: Linda Garrett

Department: Assistant City Manager - Public Services
Division: Public Works
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: None
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Cleaning Consumables/Uniform Rentals - Public Works Division - Solicit Bids

Purpose and Background

This legislation authorizes the solicitation of bids for cleaning consumables and uniform rentals for City personnel through the Public Works Division for a three-year period (2025-2027) in an amount not to exceed $75,000 annually.

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 PROCUREMENT, MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF ALL CLEANING CONSUMABLES FOR CITY-OWNED BUILDINGS AND UNIFORM SERVICES FOR CITY PERSONNEL.

WHEREAS, the City of Huber Heights recognizes its obligation of maintaining City property for efficient operations and providing uniform services for City personnel; and

WHEREAS, a competitive bidding process will be utilized to obtain a reputable firm to provide services related to the procurement, maintenance, repair, and/or replacement of all cleaning consumables for City-owned buildings and uniform services for City personnel; and

WHEREAS, the funds for the procurement, maintenance, repair, and/or replacement of all cleaning consumables for City-owned buildings and uniform services for City personnel are budgeted for each fiscal year.

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

Section 1. The City is hereby authorized to solicit bids for services related to the procurement, maintenance, repair, and/or replacement of all cleaning consumables for City-owned buildings and uniform services for City personnel. These bids and contracts shall be for a three-year period (2025 -2027) with the possibility of a one-year extension in an amount not to exceed $75,000.00 annually.

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-10445 **Topics Of Discussion** **E.**

Council Work Session

Meeting Date: 11/19/2024

Case RZ 24-21 - Adam Malonjao - Rezoning - 6502 Old Troy Pike

Submitted By: Geri Hoskins

Department: Assistant City Manager - Public Services **Division:** Planning

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Case RZ 24-21 - Adam Malonjao - Rezoning - 6502 Old Troy Pike

Purpose and Background

The applicant, Adam Malonjao, is requesting a Rezoning from Residential (R4) to Commercial District (B1) to facilitate the sale of the existing building (Case RZ 24-21).

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

Drawing
Presentation
Fire Assessment
Staff Report
Decision Record
Minutes
Ordinance
Exhibit A

PLAT OF SURVEY

SECTION 28, TOWN 2, RANGE 5 M.Rs.
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO
PARCEL ONE 1.2329 ACRES PARCEL TWO 19.7082 ACRES

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

RECORD OF LAND SURVEYS
VOLUME_____ PAGE_____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°14'11"E	72.58'
L2	N88°30'00"W	80.75'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	5729.58'	80.00'	00°48'00"	N00°38'11"E	80.00'

BASIS OF BEARINGS:
- CENTERLINE OF CHAMBERSBURG ROAD – N88°30'00"W – IR DEED 23–056904

SURVEY REFERENCES:
- ALL DEEDS, PALTS AND SURVEY RECORDS SHOWN ON THE FACE OF THIS SURVEY.
- S.H. 487, SEC. M & N R/W PLANS
- MOT~CHAMBERSBURG ROAD–1.947
- SUR. 2022, PAGE 0285

GENERAL NOTES:
- ALL MONUMENTS WERE FOUND OR SET IN GOOD CONDITION.
- OCCUPATION, IN GENERAL, FITS THE SURVEY.

EASEMENT NOTES

RIGHT–OF–WAY EASEMENTS ONLY ARE NOTED BELOW. OTHER EASEMENTS MAY EXIST BUT ARE NOT SHOWN HEREON.

1) 45' WIDE RIGHT–OF–WAY FOR ROAD CONSTRUCTION, AS SHOWN. (IR DEED 23–056904)
2) A. "PERMANENT EASEMENT FOR HIGHWAY PURPOSES", AS SHOWN.
   B. "RIGHT–OF–WAY FOR HIGHWAY PURPOSES", AS SHOWN. (DEED MF 93–204A11)

SYMBOL LEGEND	
⊘	FOUND 5/8" IRON PIN
○	FOUND 1" IRON PIN
ⓑ	FOUND 5/8" IRON PIN W/"BRUMBAUGH" CAP
Ⓝ	FOUND 5/8" IRON PIN W/"NBP" CAP
ⓤ	FOUND 5/8" IRON PIN W/UNKNOWN CAP
⊗	FOUND MAG NAIL
⊠	FOUND MONUMENT BOX
⊡	FOUND MONUMENT BOX W/CROSS NOTCH
●	SET 5/8" IRON PIN W/"HALEY–DUSA" CAP
Ø	SET MAG NAIL

CERTIFICATION:

I CERTIFY THAT THIS BOUNDARY SURVEY WAS PREPARED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE CHAPTER 4733–37 STANDARDS FOR BOUNDARY SURVEYS. ALL MONUMENTATION IS FOUND OR SET OR TO BE SET AS SHOWN HEREON.

Thomas E. Dusa
Registered Surveyor
Ohio License Number S–7143

Field Survey Date: 12–26–2023

STATE OF OHIO · THOMAS E. DUSA · S–7143 · REGISTERED · SURVEYOR

Haley–Dusa
Engineering & Surveying Group, LLC
270 Regency Ridge Drive, Suite 203
Dayton, Ohio 45459
Phone: (937) 439–4300 Fax: (937) 439–2005
Email: haleydusa@haleydusa.com
Website: www.haleydusa.com

Scale: 1"=60'	Drawn: SBM	Checked: TED
Date: 09–12–2024	Job No. S5312	



ELITE *Aesthetics*

SALON SUITES

- WE HELP BUSINESSES GROW AND NURTURE A CONSUMER-FIRST MINDSET.

@6502 Old Troy

About us

- WE HELP BUSINESSES GROW AND NURTURE A CONSUMER-FIRST MINDSET.

Elite Aesthetics Salon Suites (EASS) is a multi-unit facility located at 6502 Old Troy Pike, Huber Heights, 45424. EASS will lease affordable private luxury salon suites for cosmetology professionals to provide services such as hair styling, brow and lash services, massage, facials, waxing, and other beauty related services.



Concept Photo

Who We Serve

EASS provides the opportunity for independent beauty and esthetics professionals to build their own businesses, increase their clientele, and become their own boss. Traditional salons typically employ beauty professionals on a commission that could be anywhere from 35-65% or even higher.

What We Offer

EASS will provide various amenities to its tenants and visiting clients, which include but not limited to:



- Paid Utilities Including Electric, Water, Trash, and Wi-Fi
- Secure 24/7 Access
- Online Scheduling Management Tools
- Facility Maintenance
- Personalization of Your Space
- A Comprehensive Website Showcasing You and Your Business
- Retail Space to Promote and Sell Beauty Products
- Trendy and Upscale Lobby for Clients To Enjoy
- Directory of Salons and Owners Upon Entering

Facility

Currently, the property has sat vacant for some years, which has become a nuisance to the property due to squatters. EASS plans to invest over $100,000 *(pending estimates)* in its initial phase, to renovate the former office building into salon suites. Including modernization of the exterior and installation of security systems.

Concept Photo



Benefits to the City

- Eliminate nuisance and safety concerns of squatters
- Remove blight from developing and high traffic area
- Bring additional revenue to the City of Huber Heights
- Create environment for small businesses to flourish
- Opportunity to support a minority-owed business
- Bring consumer traffic to the area to patronize surrounding businesses


ELITE
Aesthetics
SALON SUITES
Thank you
Huber Heights!

Huber Heights Fire Division

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

Occupancy Name:	Lot Split/Rezoning
Occupancy Address:	6502 Old Troy Pike

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

MCBR BLD:	N/A	HH P&D:	
MCBR MEC:		HHFD Plan:	24-378
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	9/23/2024

Fire Department Comments:

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

Plan submittal is approved as shown on drawing, lot split and rezoning. Additional requirements regarding fire department access and fire hydrants may be forthcoming if the property is proposed to be used for commercial development.

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

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

Administrative Office: 7008 Brandt Pike Huber Heights, Ohio 45424
Telephone: (937) 233 - 1564 Fax Number: (937) 233 - 4520

Memorandum

Staff Report for Meeting of October 15, 2024

To: Huber Heights City Planning Commission

From: Aaron K. Sorrell, City Planner

Date: October 10, 2024

Subject: RZ 24-21 – 6502 Troy Pike (Rezoning to B-1)

Application dated September 13, 2024

Department of Planning and Zoning City of Huber Heights

APPLICANT/OWNER:	Adam Malonjao – Applicant / Owner
DEVELOPMENT NAME:	N/A
ADDRESS/LOCATION:	6502 Old Troy Pike
ZONING/ACREAGE:	R-4 / 1.23 Acres
EXISTING LAND USE:	Vacant office building.
ZONING ADJACENT LAND:	North & East: R-4 South: O-1; West: O-1
REQUEST:	The applicant requests approval of a rezoning from R-4 to B-1 to facilitate the sale of the existing building for use as a multi-tenant office space.
ORIGINAL APPROVAL:	N/A
APPLICABLE HHCC:	Chapter 1130, 1153
CORRESPONDENCE:	In Favor – None received In Opposition – None received

STAFF ANALYSIS AND RECOMMENDATION:

Overview:

The applicant is requesting a rezoning to B-1 to facilitate the sale of the existing building to a buyer that plans to redevelop the building into salon suites. See attached presentation. This vacant building was previously used as office space.

The proposed use is principally permitted under the B-1 zoning district.

Applicable Zoning Regulation

The appliable zoning chapters include: 1130 Amendments, 1153 B-1 Commercial District. The relevant sections are cited and discussed below:

1153.01 Principal permitted uses.

Only the following principal uses shall be permitted in this District unless otherwise considered and approved by the Board of Zoning Appeals to be of similar character:

(a) Stores and shops for the conducting of any retail business;

(b) Plumbing and heating shop, television shop and self-service laundry;

(c) Banks, Credit Unions, Savings and Loans;

(d) Barber shops and beauty parlors;

(e) Dressmaking, millinery, shoe and tailor shops, and those shops doing pressing and receiving dry cleaning;

(f) Offices; and

(g) Restaurants, cafes, tearooms and other eating places.

(Ord. 2011-O-1910, Passed 9-12-11)

1153.02 Accessory uses.

Only the following accessory uses shall be permitted in this District unless otherwise considered and approved by the Board of Zoning Appeals to be of similar character:

(a) Accessory uses and structures as permitted in any "R" District; and

(b) Other accessory uses and structures not otherwise prohibited, customarily accessory and incidental to any permitted use.

(Ord. 81-O-08, Passed 8-3-81)

1153.03 Conditions.

(a) The above specified businesses, services, processing or storage shall be conducted wholly within a completely enclosed building except for off-street automobile parking and loading.

(b) In any "B-1" District fronting directly across the street from any "R" District, the parking and loading facilities shall be distant, at least 25 feet from the established right-of-way line, and the building or the structures at least 75 feet from the established right-of-way line per the Official Thoroughfare Plan or the recorded deed.

(c) Reserved.

(d) Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable as determined by the Board of Zoning Appeals by reason of odor, dust, smoke, cinders, gas fumes, noise, vibration, refuse matter or water carried waste.

(Case 443, 4-2-80; Ord. 81-O-08, Passed 8-3-81; Ord. 2007-O-1724, Passed 11-26-07)

1153.04 Height standard.

The maximum height shall be three stories not to exceed 40 feet.

(Ord. 81-O-08, Passed 8-3-81)

1153.05 Area standard.

All lots shall have an area, frontage and yard requirements as follows:

	Lot Area	Lot Frontage	Lot Area Per Family	*Front Yard Depth	Side Yard Widths Each Side Yard	Rear Yard Depths
Permitted uses			25 feet	None required except adjoining any "R" District in which case not, less than 50 feet with 15 feet landscaped buffer zone.		40 feet with landscaped buffer zone when adjoining any "R" District.
Dwellings	Same as specified in any "R" District					

* The front yard depth shall be measured from the established right-of-way lines as shown on the legal Official Thoroughfare Plan.

(Ord. 81-O-08, Passed 8-3-81)

1153.06 Special uses.

The following shall be permitted as a special use:

(a) Fraternal organizations, service clubs and other nonprofit organizations in accordance with the provisions of Chapter 1135. In addition to the criteria set forth in Chapter 1135, the parking requirements have to be reviewed yearly.

(b) Places of worship.

Staff Analysis of Standards for approval

As previously stated, the proposed redevelopment use is principally permitted in the B-1 district.

Staff previously approved a lot split with the lot and setback dimensions conforming to the B-1 district. Therefore, this proposed use and basic site plan comply with the B-1 district requirements.

The applicant, or subsequent purchaser, will be required to comply will all other development requirements such as landscaping, parking, and screening. These requirements will be reviewed and enforced through the zoning permit application process.

Other Comments

Fire: Approves the rezoning as submitted.
Engineering: No comments submitted.

STAFF RECOMMENDATION

It is the staff's opinion that the rezoning furthers the public interest in revitalizing vacant properties. The proposed use is permitted in the B-1 district and the site conforms to all setback and height requirements.

Staff recommends approval without conditions.

Planning Commission Action

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

1) Recommend approval of the rezoning with or without conditions;
2) Recommend denial of the rezoning; or
3) Table the application.

Planning Commission Decision Record

WHEREAS, on August 26, 2024, the applicant, Adam Malonjao, requested approval of a Rezoning from Single Family Residential (R -4) to Commercial District (B1) to facilitate the sale of the existing building for use as a multi-tenant office space. Property is located at 6502 Old Troy Pike, further identified as Parcel Number P70 04004 0003 of the Montgomery County Auditor's Map (Case RZ 24-21), and;

WHEREAS, on October 15, 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.

Mr. Jeffries moved to approve the request by the applicant, Adam Malonjao, for approval of a Rezoning. Property is located at 6502 Old Troy Pike (Case RZ 24-21), in accordance with the recommendation of Staff's Memorandum dated October 10, 2024, with the following conditions:

1. Approve without conditions.

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

_____ _____

Terry Walton, Chair Date
Planning Commission

Planning Commission
October 15, 2024, Meeting
City of Huber Heights

I. Chair Terry Walton called the meeting to order at approximately 6:00 p.m.

II. Present at the meeting: Mr. Jeffries, Ms. Thomas, Ms. Vargo, and Mr. Walton.

Members absent: Mr. Cassity, excused

Staff Present: Aaron K. Sorrell, Assistant City Manager, and Geri Hoskins, Planning & Zoning Administrative Assistant.

III. **Opening Remarks by the Chairman and Commissioners**

None.

IV. **Citizens Comments**

None.

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

VI. **Pending Business**

None.

VII. **New Business**

1. **REZONING – The applicant, ADAM MALONJAO, is requesting approval of a rezoning from Residential (R4) to Commercial District (B1) to facilitate the sale of the existing building for use as a multi-tenant office space. Property is located at 6502 Old Troy Pike (RZ 24-21).**

   Mr. Sorrell stated that the applicant is requesting a rezoning to B-1 to facilitate the sale of the existing building to a buyer that plans to redevelop the building into salon suites. See attached presentation. This vacant building was previously used as office space.

   The proposed use is principally permitted under the B-1 zoning district.

   As previously stated, the proposed redevelopment use is principally permitted in the B-1 district.

   Staff previously approved a lot split with the lot and setback dimensions conforming to the B-1 district. Therefore, this proposed use and basic site plan comply with the B-1 district requirements.

The applicant, or subsequent purchaser, will be required to comply will all other development requirements such as landscaping, parking, and screening. These requirements will be reviewed and enforced through the zoning permit application process.

Fire: Approves the rezoning as submitted.
Engineering: No comments submitted.

It is the staff's opinion that the rezoning furthers the public interest in revitalizing vacant properties. The proposed use is permitted in the B-1 district and the site conforms to all setback and height requirements.

Staff recommends approval without conditions.

Action

Mr. Jeffries moved to approve the request by the applicant, ADAM MALONJAO, For a rezoning to facilitate the sale of the existing building for use as a multi-tenant office space.(RZ 24-21) in accordance with the recommendation of Staff's Memorandum dated October 10, 2024, and the Planning Commission Decision Record attached thereto.

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

2. **MINOR CHANGE – The applicant, APP ARCHITECTURE, is requesting approval of a Minor Change to construct a 2381 SF addition to the existing fire station. Property is located at 7435 Old Troy Pike (MC 24-24).**

Mr. Sorrell stated the applicant is requesting a minor change of the PUD to add a 2,361 SF addition to the existing fire station. This addition will also involve a slight expansion of the existing parking area.
Use: Fire Stations are a permitted use in the PP district.

Development Standards:

- The site plan meets all parking and building setback and yard requirements.
- All utilities are below ground.
- The addition façade will be brick to match the existing building.

Parking and Loading:

- The expansion will result in one additional parking space for a total of 11 spaces.

Fire: Approves the plans as submitted.
City Engineer: The City Engineer had no comments.

Planning staff supports the minor expansion of the existing fire station. Staff recommends approval with no conditions.

Tim from App Architecture was present and addressed questions concerning extension or new building.

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

TO APPROVE A REZONING FROM SINGLE-FAMILY RESIDENTIAL (R-4) TO COMMERCIAL DISTRICT (B-1) FOR THE PROPERTY LOCATED AT 6502 OLD TROY PIKE AND FURTHER IDENTIFIED AS PARCEL ONE ON EXHIBIT A – PLAT OF SURVEY AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE RZ 24-21).

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 RZ 24-21 and on October 15, 2024, recommended approval of the Rezoning of the Rezoning to Commercial District (B-1) by a vote of 4-0; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Rezoning to Commercial District (B-1) (Case RZ 24-21) for the property located at 6502 Old Troy Pike and further identified as Parcel One on the Plat Of Survey attached hereto as Exhibit A is hereby approved in accordance with the Planning Commission's recommendation and the following conditions:

1. Approval without conditions.

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.

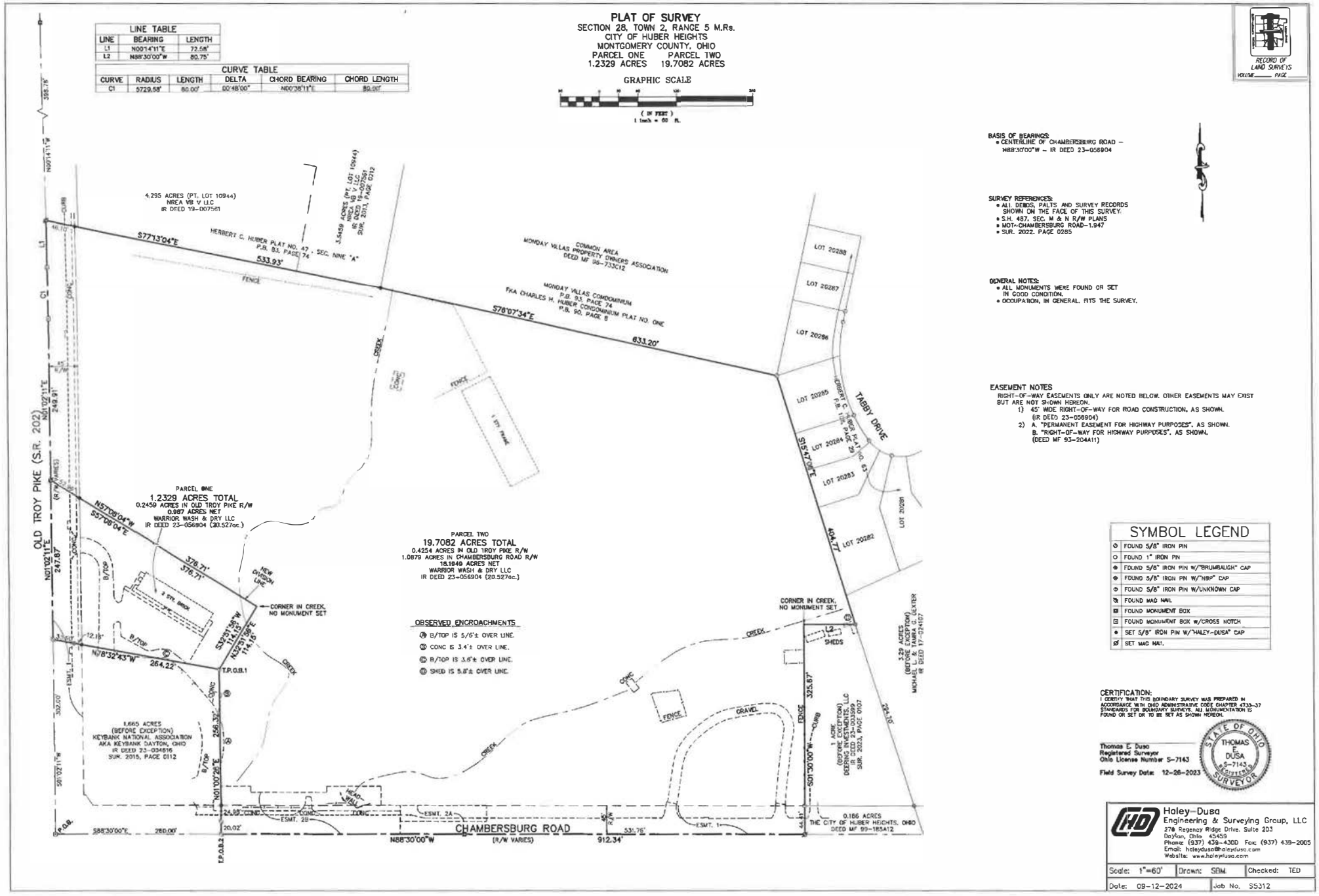
Passed by Council on the_____day of_____, 2024;
_____Yeas;_____Nays.

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

EXHIBIT A


PLAT OF SURVEY
SECTION 28, TOWN 2, RANGE 5 M.Rs.
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO
PARCEL ONE 1.2329 ACRES
PARCEL TWO 19.7082 ACRES
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
RECORD OF LAND SURVEYS
VOLUME PAGE
LINE TABLE
L1 N00°14'11"E 72.58'
L2 N88°30'00"W 80.75'
CURVE TABLE
C1 5729.58' 80.00' 00°48'00" N00°38'11"E 80.00'
BASIS OF BEARINGS:
• CENTERLINE OF CHAMBERSBURG ROAD – N88°30'00"W – IR DEED 23-056904
SURVEY REFERENCES:
• ALL DEEDS, PLATS AND SURVEY RECORDS SHOWN ON THE FACE OF THIS SURVEY.
• S.H. 487, SEC. M & N R/W PLANS
• MOT-CHAMBERSBURG ROAD-1.947
• SUR. 2022, PAGE 0285
GENERAL NOTES:
• ALL MONUMENTS WERE FOUND OR SET IN GOOD CONDITION.
• OCCUPATION, IN GENERAL, FITS THE SURVEY.
EASEMENT NOTES
RIGHT-OF-WAY EASEMENTS ONLY ARE NOTED BELOW. OTHER EASEMENTS MAY EXIST BUT ARE NOT SHOWN HEREON.
1) 45' WIDE RIGHT-OF-WAY FOR ROAD CONSTRUCTION, AS SHOWN. (IR DEED 23-056904)
2) A. "PERMANENT EASEMENT FOR HIGHWAY PURPOSES", AS SHOWN.
B. "RIGHT-OF-WAY FOR HIGHWAY PURPOSES", AS SHOWN. (DEED MF 93-204A11)
4.295 ACRES (PT. LOT 10944) NREA VB V LLC IR DEED 19-007561
3.5459 ACRES (PT. LOT 10944) NREA VB V LLC IR DEED 19-007561 SUR. 2022, PAGE 0212
HERBERT C. HUBER PLAT NO. 42 P.B. 83, PAGE 74 SEC. NINE "A"
COMMON AREA MONDAY VILLAS PROPERTY OWNERS ASSOCIATION DEED MF 96-733C12
MONDAY VILLAS CONDOMINIUM P.B. 83 PAGE 74 FKA CHARLES H. HUBER CONDOMINIUM PLAT NO. ONE P.B. 90, PAGE 8
S77°13'04"E 533.93'
S76°07'34"E 633.20'
S15°25'E 454.77'
TABBY DRIVE
LOT 20288
LOT 20287
LOT 20286
LOT 20285
LOT 20284
LOT 20283
LOT 20282
LOT 20281
HERBERT C. HUBER PLAT NO. 42 P.B. 83, PAGE 74
OLD TROY PIKE (S.R. 202)
N01°02'11"E 249.91'
N01°02'11"E 247.87'
PARCEL ONE
1.2329 ACRES TOTAL
0.2459 ACRES IN OLD TROY PIKE R/W
0.987 ACRES NET
WARRIOR WASH & DRY LLC
IR DEED 23-056904 (20.527ac.)
N57°08'04"W 376.71'
S57°08'04"E 376.71'
NEW DIVISION LINE
CORNER IN CREEK, NO MONUMENT SET
S32°51'56"W 114.13'
N32°51'56"E 114.13'
N08°32'43"W 264.22'
T.P.O.B.1
PARCEL TWO
19.7082 ACRES TOTAL
0.4254 ACRES IN OLD TROY PIKE R/W
1.0879 ACRES IN CHAMBERSBURG ROAD R/W
18.1949 ACRES NET
WARRIOR WASH & DRY LLC
IR DEED 23-056904 (20.527ac.)
OBSERVED ENCROACHMENTS
(A) B/TOP IS 5/6'± OVER LINE.
(B) CONC IS 3.4'± OVER LINE.
(C) B/TOP IS 3.6'± OVER LINE.
(D) SHED IS 5.8'± OVER LINE.
CORNER IN CREEK, NO MONUMENT SET
L2
SHEDS
3.29 ACRES (DEED DESCRIPTION) MICHAEL & TAMRA D. DEXTER IR DEED 17-024107
1.665 ACRES (BEFORE EXCEPTION) KEYBANK NATIONAL ASSOCIATION AKA KEYBANK DAYTON, OHIO IR DEED 23-004616 SUR. 2015, PAGE 0112
1 ACRE (BEFORE EXCEPTION) DEERING INVESTMENTS, LLC IR DEED 23-033390 SUR. 2024, PAGE 0097
0.166 ACRES THE CITY OF HUBER HEIGHTS, OHIO DEED MF 99-185A12
N01°30'00"W 325.87'
S01°30'00"E 324.76'
N01°30'00"E 256.32'
P.O.B.2
S88°30'00"E 260.00'
CHAMBERSBURG ROAD (R/W VARIES)
N88°30'00"W 912.34'
T.P.O.B.2
20.02'
24.98'
531.76'
44.41'
CREEK
GRAVEL
FENCE
CONC
B/TOP
HEAD-WALL
ESMT. 1
ESMT. 2A
ESMT. 2B
SYMBOL LEGEND
FOUND 5/8" IRON PIN
FOUND 1" IRON PIN
FOUND 5/8" IRON PIN W/"BRUMBAUGH" CAP
FOUND 5/8" IRON PIN W/"N89" CAP
FOUND 5/8" IRON PIN W/UNKNOWN CAP
FOUND MAG NAIL
FOUND MONUMENT BOX
FOUND MONUMENT BOX W/CROSS NOTCH
SET 5/8" IRON PIN W/"HALEY-DUSA" CAP
SET MAG NAIL
CERTIFICATION:
I CERTIFY THAT THIS BOUNDARY SURVEY WAS PREPARED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE CHAPTER 4733-37 STANDARDS FOR BOUNDARY SURVEYS. ALL MONUMENTATION IS FOUND OR SET OR TO BE SET AS SHOWN HEREON.
Thomas E. Dusa
Registered Surveyor
Ohio License Number S-7143
Field Survey Date: 12-26-2023
STATE OF OHIO THOMAS E. DUSA S-7143 REGISTERED SURVEYOR
Haley-Dusa
Engineering & Surveying Group, LLC
278 Regency Ridge Drive, Suite 203
Dayton, Ohio 45459
Phone: (937) 439-4300 Fax: (937) 439-2005
Email: haleydusa@haleydusa.com
Website: www.haleydusa.com
Scale: 1"=60' Drawn: SBM Checked: TED
Date: 09-12-2024 Job No. S5312

AI-10447 **Topics Of Discussion** **F.**

Council Work Session

Meeting Date: 11/19/2024

Case RZBDP 24-22 - TJL-CES, LLC - Rezoning/Basic Development Plan - 8920/8960 Old Troy Pike.

Submitted By: Geri Hoskins

Department: Assistant City Manager - Public Services
Division: Planning
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: SmartBoard
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Case RZBDP 24-22 - TJL-CES, LLC - Rezoning/Basic Development Plan - 8920/8960 Old Troy Pike.

Purpose and Background

The applicant, TJL-CES, LLC, is requesting approval of a Rezoning of 2.75 acres from Residential (R1) to Planned Commercial (PC) and a Basic Development Plan for 0.98 acres to construct a Domino's Pizza (Case RZBDP 24-22).

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

Drawings
Fire Assessment
Staff Report
Decision Record
Minutes
Ordinance

N

P48001845

Zoned: PC - Planned Commercial

P48000133

P48001415

P48000135

200' Offset

Zoned: A - Agricultural

P70 04006 0021

Zoned: PC - Planned Commercial

P70 04006 0022

P70 04006 0020

P70 00508 0021

P70 00508 0022

P70 00508 0023

Zoned: PR Planned Residential

P70 04006 0114

Zoned: I-1 Light Industrial & Mixed Use

Old Troy Pike

498.9'

119.0'

33.1'

33.6'

227.6'

17.4'

240.7'

P70 00203 0001

P70 00203 0002

Zoned: R-1 Residential

11.2'

94.3'

P70 00203 0003

49.1'

11.5'

P70 00508 0024

P70 00508 0025

P70 00508 0032

P70 00508 0031

P70 00508 0030

P70 00508 0029

P70 00508 0028

P70 00508 0027

P70 00508 0026

P70 00508 0015

P70 00508 0009

P70 00508 0010

200' Offset

P70 04006 0112

Waynegate Road

Zoned: PR Planned Residential

Zoned: PR Planned Residential

P70 00508 0007

P70 00508 0008

P70 04006 0110

P70 00508 0001

P70 00508 0002

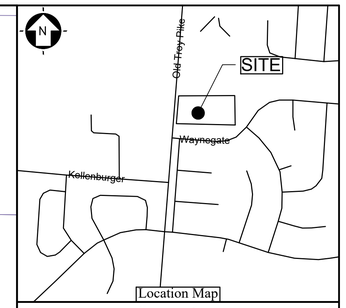
P70 00508 0003

P70 00508 0004

P70 00508 0005

P70 00508 0006

P70 00507 0009



The depicted plan is intended as a presentation of a concept for a proposed development. The plan is subject to all rules and regulations of the local governing municipality. Boundary information is based on GIS information or other owner supplied data and is considered approximate.

SCALE:

0 40 80 160

SCALE 1"= 40'

No.	DATE	ISSUED	REV.
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Project Area

SEAL:

STATE OF OHIO · CLAUDE A. HARDEN · 53021 · REGISTERED PROFESSIONAL ENGINEER

Seal not official unless Signed

DATE: Sept. 24, 2024

Calibre Engineering
7700 Paragon Road, Suite C
Centerville, OH 45459
937.885.9380
CalibreEng@aol.com

Domino's Huber Heights

8920 and 8960 Old Troy Pike
Tipp City, OH 45371

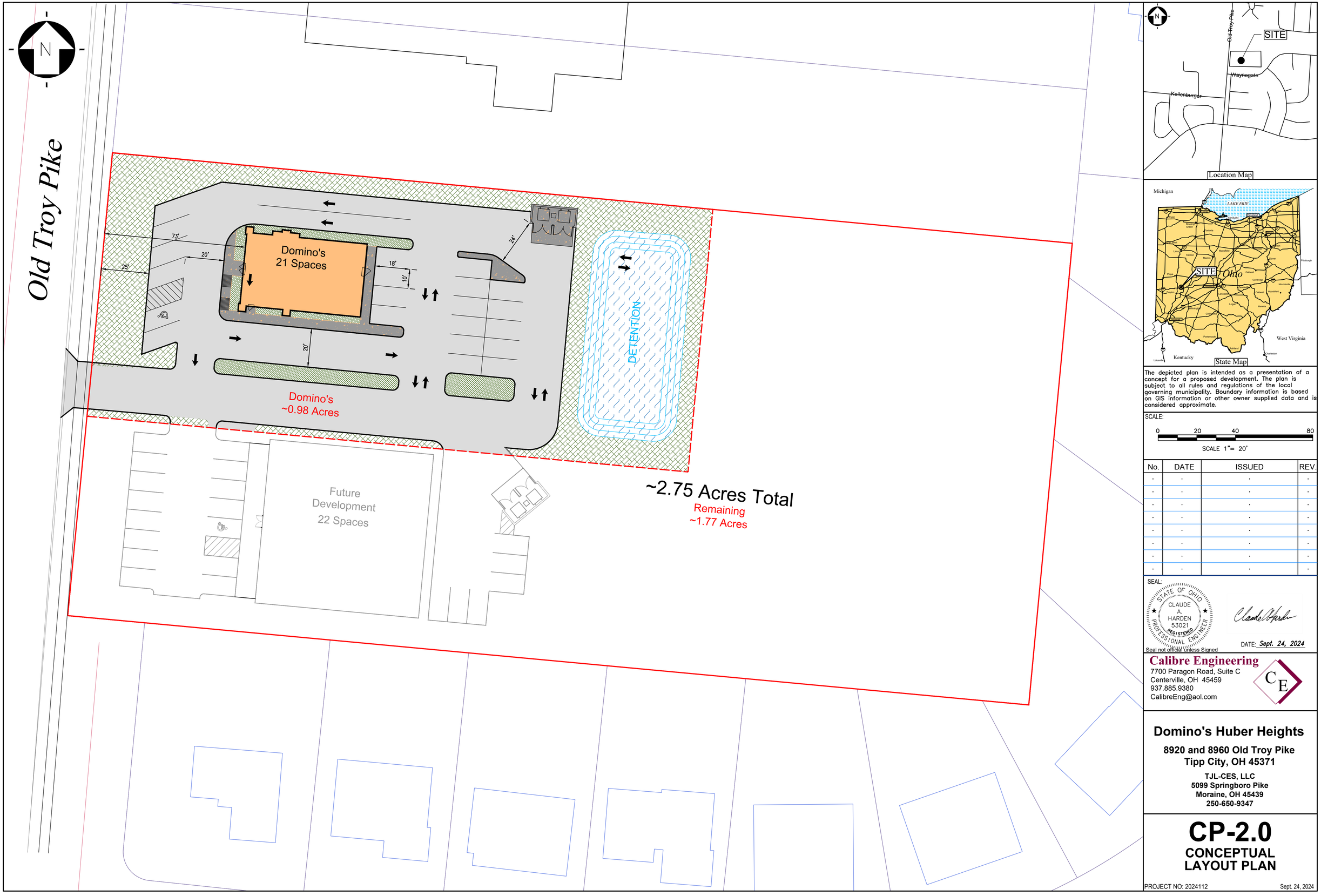
TJL-CES, LLC
5099 Springboro Pike
Moraine, OH 45439
250-650-9347

CP-1.0

PARCEL MAP

PROJECT NO: 2024112

Sept. 24, 2024



Location Map

State Map

The depicted plan is intended as a presentation of a concept for a proposed development. The plan is subject to all rules and regulations of the local governing municipality. Boundary information is based on GIS information or other owner supplied data and is considered approximate.

SCALE:

0 20 40 80

SCALE 1"= 20'

No.	DATE	ISSUED	REV.
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SEAL:

STATE OF OHIO
CLAUDE A. HARDEN
53021
REGISTERED
PROFESSIONAL ENGINEER

Seal not official unless Signed

DATE: Sept. 24, 2024

Calibre Engineering
7700 Paragon Road, Suite C
Centerville, OH 45459
937.885.9380
CalibreEng@aol.com

Domino's Huber Heights

8920 and 8960 Old Troy Pike
Tipp City, OH 45371

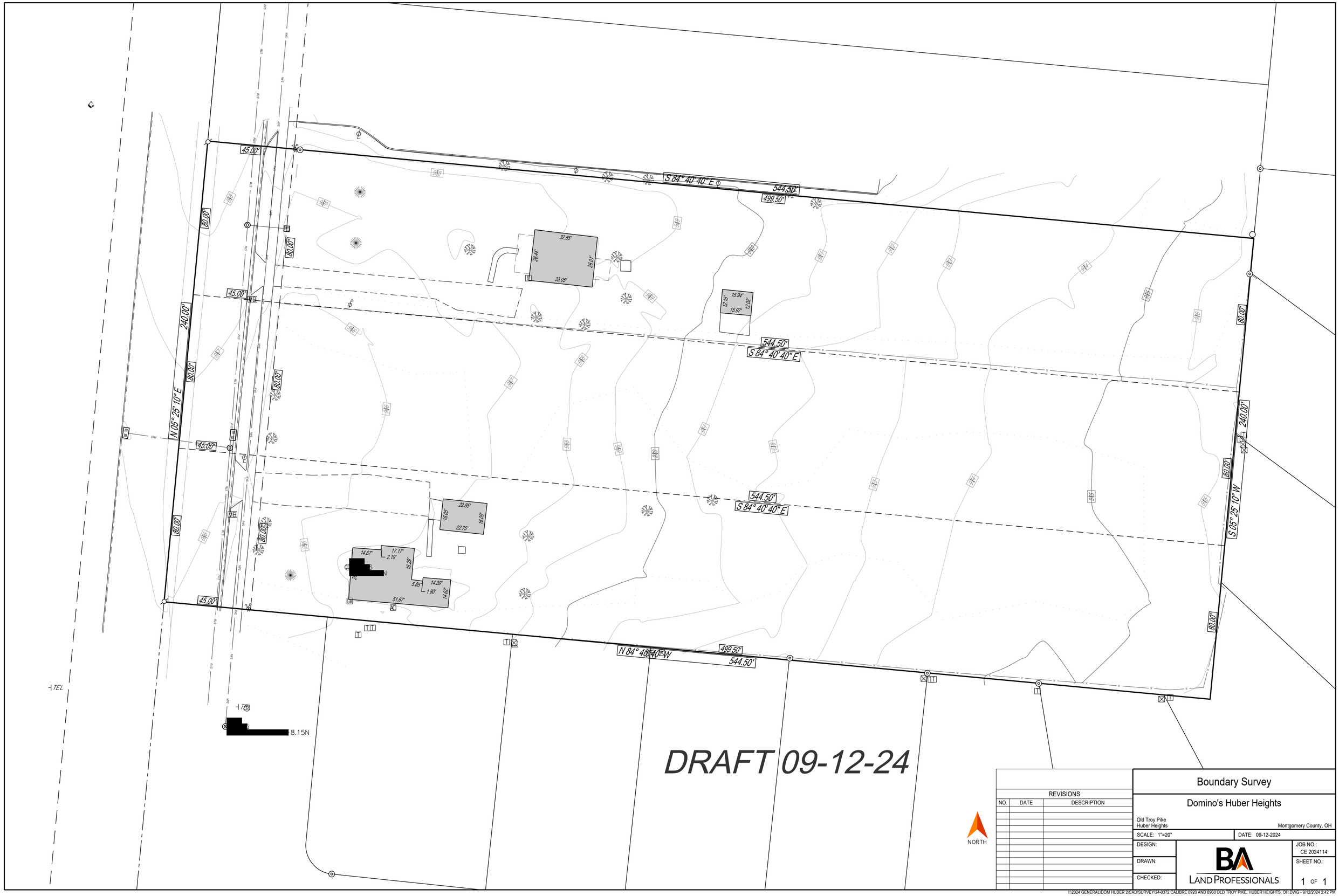
TJL-CES, LLC
5099 Springboro Pike
Moraine, OH 45439
250-650-9347

CP-2.0

CONCEPTUAL LAYOUT PLAN

PROJECT NO: 2024112

Sept. 24, 2024



REVISIONS		
NO.	DATE	DESCRIPTION

Boundary Survey

Domino's Huber Heights

Old Troy Pike
Huber Heights

Montgomery County, OH

SCALE: 1"=20'

DATE: 09-12-2024

DESIGN:

DRAWN:

CHECKED:

BA LAND PROFESSIONALS

JOB NO.: CE 2024114

SHEET NO.: 1 OF 1

I:\2024 GENERAL\DOM HUBER 2\CAD\SURVEY\24-0372 CALIBRE 8920 AND 8960 OLD TROY PIKE, HUBER HEIGHTS, OH.DWG - 9/12/2024 2:42 PM

Huber Heights Fire Division

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

Occupancy Name:	Proposed Dominos
Occupancy Address:	8920-8960 Old Troy Pike

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:	24-388
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	10/4/2024

Fire Department Comments:

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

Review is for approval of rezoning. These comments are based only on the proposed site work, fire department access and basic fire protection concept. 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 for permit. 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. Additional requirements for structure may arise during permitting process:

Requirements: (Site Plan)

- **The turn radius for fire department apparatus shall comply with Ohio Fire Code D103.3 and 503.2.4. (Turn radius on the east side of property between island and dumpster needs to be adjusted.)**
- **A new fire hydrant will be required. Hydrant spacing shall comply with Huber Heights Codified Ordinance 1521.06(c). (Current hydrants are located on the west side of Old Troy Pike, a new hydrant shall be provided on the east side.)**
- **A permit shall be obtained for construction from Montgomery County Building Regulations.**

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

Memorandum

Staff Report for Meeting of October 15, 2024

To: Huber Heights City Planning Commission

From: Aaron K. Sorrell, City Planner

Date: October 10, 2024

Subject: RZ BDP 24-22 (Domino's Huber Heights)
8920 & 8960 Old Troy Pike

Department of Planning and Zoning City of Huber Heights

APPLICANT/OWNER:	TJL-CES, LLC – Applicant Wiliam Danials / Robert Hilderbran – Owners
DEVELOPMENT NAME:	Domino's Huber Heights
ADDRESS/LOCATION:	8920 & 8960 Old Troy Pike
ZONING/ACREAGE:	R-1 Residential / 2.75 Acres
EXISTING LAND USE:	Residential
ZONING ADJACENT LAND:	North: PC East : PR West: I-1 South: PR
REQUEST:	The applicant seeks a rezoning of 2.75 acres to Planned Commercial and basic development plan approval for 0.98 acres to construct a Domino's Pizza (pick-up and delivery only).
ORIGINAL APPROVAL:	N/A
APPLICABLE HHCC:	Chapter 1171, 1176
CORRESPONDENCE:	In Favor – None Received In Opposition – None Received

Overview
The applicant seeks to rezone 2.75 acres from R-1 to Planned Commercial, create two lots and construct a new 2,220 SF Domino's Pizza on 0.98 acres and reserve the remaining 1.77 acres for future development. The Domino's Pizza will be pick-up and delivery only. There will be no dine-in seating.

The applicant has indicated the drive-up window is for pick-up only. Orders are not taken at the window. On-site employees vary by the time of day. Lunch typically has two inside staff and 2 delivery drivers. Busy nights may have eight inside staff and ten drivers. Rarely are more than two drivers on site simultaneously.

Site Characteristics
The site is generally flat with two existing residential structures. The perimeter of the site is lined with mature trees that serve as natural screening and buffering for the residential properties to the east and south.

The site is located along Old Troy Pike, a major arterial road. A car wash is located north of the site and Trimble is located across Old Troy Pike.

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

Chapter 1171.05 - Contents of basic development plan, states:
(a) The basic development plan shall consist of at least the following information together with such other data and materials as may be required by the City:

(1) Site plan showing the actual shape and dimensions of the lot to be built upon or to be changed in its use together with the location of the existing and proposed structures with approximate square footages, number of stories including heights of structures;

(2) Typical elevation views of the front and side of each type of building;

(3) Planning location and dimensions of all proposed drives, service access road, sidewalks and curb openings;

(4) Parking lot areas (show dimensions of a typical parking space), unloading areas, fire lanes and handicapped parking;

(5) Landscaping plan, walls and fences;

(6) Storm water detention and surface drainage;

(7) Exterior lighting plan;

(8) Vehicular circulation pattern;

(9) Location and square footage of signs;

(10) Topographic survey; and

(11) Listing of proposed uses taken from the list of permitted and special uses of the PUD zoning district to which rezoning is being sought.

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

Chapter 1171.06 - General standards for approval, states:
The Planning Commission shall review the application, prepared development plan and the facts presented at the hearing. The applicant shall have the burden of proof. No approval shall be given unless the Commission shall find by a preponderance of the evidence that such PUD on the proposed locations:

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

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

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

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

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

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

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

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

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

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

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

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

Staff Analysis

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

Rezoning Analysis:

The applicant requests the rezoning of approximately 2.75 acres from R-1 Residential to Planned Commercial (PC).

Conformance with Comprehensive Plan

The City's comprehensive plan indicates the site is within the Northtown pattern area adjacent to the Regional Commercial pattern area. The Northtown pattern area recognizes that is growing and will likely to continue to grow beyond the current municipal boundaries. The Regional Commercial pattern area recognizes the commercial / retail patterns of the area and emphasizes beautification, reuse of existing parking areas, and growing new tenants.

Given the location of this site along Old Troy Pike, its context within the Northtown pattern area, adjacent to the Regional Commercial pattern area, staff feels the rezoning from R-1 to PC is consistent with the comprehensive plan.

Basic Development Plan Analysis:

The applicant proposes constructing a 2,220 SF pick-up and delivery only Domino's Pizza store. The applicant has submitted a basic site plan illustrating uses, setbacks, parking, and circulation.

Conformance With Planned Commercial District Requirements:

Uses: Retail uses are principally permitted in the district.

Development Standards:

- The front parking setback is 25 feet, consistent with the development standards.
- The building is set back 73 feet, the development standard is 75 feet.
- The north setback is 10 feet between the pavement and the property line. The distance between the carwash driveway and the Domino's driveway will be 15 feet, which will provide adequate room for landscaping and screening.
- Landscaping and lighting plans have not been submitted but will be reviewed with the Detailed Development Plan application.
- Building elevations were not provided but will be reviewed with the Detailed Development Plan application.

Parking and Loading:

- The applicant proposes 21 parking spaces, more than the 15 the code requires for this type of restaurant use. Parking stall dimensions are 10' x 18', as required.

Signs:

- A sign package was not submitted with the application and will be reviewed when the detailed development plan is submitted.

Conformance with General Standards of Approval:

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

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

It is the staff's opinion that the proposal is consistent with the comprehensive plan and thoroughfare plan. The site is located on an arterial street and will share one curb cut.

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

While no development schedule has been submitted, this type of development should be constructed in less than 12 months.

(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;

This section of Old Troy Pike has adequate capacity to service this proposed use.

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

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

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

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

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

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

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

The perimeter of the site has a significant amount of mature trees and vegetation as natural buffering from the residential uses to the east and south. Staff recommends the south and east perimeter remain undisturbed and all healthy trees remain.

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

The site is generally flat.

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

All utilities will be placed underground.

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

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

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

All proposed uses are consistent with the Planned Commercial district zoning being requested as part of this application. Staff does not anticipate excessive noise, traffic or fumes. The screened in dumpster is located far from any residential use.

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

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

Additional Comments:

Fire: See attached.

City Engineer: No comments received.

Recommendation

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

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

Planning Commission Action

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

1) Recommend approval of the rezoning and basic development plan application, with or without conditions.
2) Recommend denial of the rezoning and basic development plan.
3) Table the application to gather additional information.

Planning Commission Decision Record

WHEREAS, on September 24, 2024, the applicant, TJL-CES, LLC, requested approval of a Rezoning of 2.75 acres from Residential (R1) to Planned Commercial (PC) and a Basic Development Plan for 0.98 acres to construct a Domino's Pizza (pick-up and delivery only). Property is located at 8920 Old Troy Pike, further identified as Parcel Numbers P70 00203 0001 and P70 00203 0002 of the Montgomery County Auditor's Map (Case RZ 24-22), and;

WHEREAS, on October 15, 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, TJL-CES, LLC, for approval of a Rezoning and Basic Development Plan. Property is located at 8920 Old Troy Pike (Case RZ 24-22), in accordance with the recommendation of Staff's Memorandum dated October 10, 2024, with the following conditions:

1. The applicant shall assess the health of the existing trees along the site's east and south perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
2. The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
3. Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.

4. Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
    a. Vehicle sales, rental or service
    b. Sweepstakes Cafes
    c. Short-term lenders (pay-day lenders, loans against auto titles, etc.)
    d. Dry cleaners
    e. Outdoor sales and storage, unless approved by the Planning Commission

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

_____ _____

Terry Walton, Chair Date
Planning Commission

4) Applicant shall provide a revised landscaping plan, subject to staff approval, prior to zoning approval.

Action

Mr. Jeffries moved to approve the request by the applicant, The Oscar Larson Company, for approval of a Minor Change (MC 24-19) in accordance with the recommendation of Staff's Memorandum dated October 1, 2024, and the Planning Commission Decision Record attached thereto.

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

5. **REZONING AND BASIC DEVELOPMENT PLAN – The applicant, TJL-CES, LLC, is requesting approval of a Rezoning of 2.75 acres to Planned Commercial (PC) and a Basic Development Plan approval for 0.98 acres to construct a Domino's Pizza (pick-u[and delivery only). Property is located at 8920 and 8960 Old Troy Pike (RZBDP 24-22).**

Mr. Sorrell stated the applicant seeks to rezone 2.75 acres from R-1 to Planned Commercial, create two lots and construct a new 2,220 SF Domino's Pizza on 0.98 acres and reserve the remaining 1.77 acres for future development. The Domino's Pizza will be pick-up and delivery only. There will be no dine-in seating.

The applicant has indicated the drive-up window is for pick-up only. Orders are not taken at the window. On-site employees vary by the time of day. Lunch typically has two inside staff and 2 delivery drivers. Busy nights may have eight inside staff and ten drivers. Rarely are more than two drivers on site simultaneously.

The site is generally flat with two existing residential structures. The perimeter of the site is lined with mature trees that serve as natural screening and buffering for the residential properties to the east and south.

The site is located along Old Troy Pike, a major arterial road. A car wash is located north of the site and Trimble is located across Old Troy Pike.

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

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

The applicant requests the rezoning of approximately 2.75 acres from R-1 Residential to Planned Commercial (PC).

Conformance with Comprehensive Plan
The City's comprehensive plan indicates the site is within the Northtown pattern area adjacent to the Regional Commercial pattern area. The Northtown pattern

area recognizes that is growing and will likely to continue to grow beyond the current municipal boundaries. The Regional Commercial pattern area recognizes the commercial / retail patterns of the area and emphasizes beautification, reuse of existing parking areas, and growing new tenants.

Given the location of this site along Old Troy Pike, its context within the Northtown pattern area, adjacent to the Regional Commercial pattern area, staff feels the rezoning from R-1 to PC is consistent with the comprehensive plan.

Basic Development Plan Analysis:
The applicant proposes constructing a 2,220 SF pick-up and delivery only Domino's Pizza store. The applicant has submitted a basic site plan illustrating uses, setbacks, parking, and circulation.

Conformance With Planned Commercial District Requirements:

Uses: Retail uses are principally permitted in the district.

Development Standards:

- The front parking setback is 25 feet, consistent with the development standards.
- The building is set back 73 feet, the development standard is 75 feet.
- The north setback is 10 feet between the pavement and the property line. The distance between the carwash driveway and the Domino's driveway will be 15 feet, which will provide adequate room for landscaping and screening.
- Landscaping and lighting plans have not been submitted but will be reviewed with the Detailed Development Plan application.
- Building elevations were not provided but will be reviewed with the Detailed Development Plan application.

Parking and Loading:

- The applicant proposes 21 parking spaces, more than the 15 the code requires for this type of restaurant use. Parking stall dimensions are 10' x 18', as required.

Signs:

- A sign package was not submitted with the application and will be reviewed when the detailed development plan is submitted.

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

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

The perimeter of the site has a significant amount of mature trees and vegetation as natural buffering from the residential uses to the east and south. Staff recommends the south and east perimeter remain undisturbed and all healthy trees remain.

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

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

Art from Calibre Engineering was present and spoke to protecting trees on the south side and the two buildings are not occupied.

Mr. Dave Studebaker asked about the permitted uses.

Action

Ms. Thomas moved to approve the request by the applicant, TJL-CES, LLC, for approval of a Rezoning and Basic Development Plan (RZBDP 24-22) in accordance with the recommendation of Staff's Memorandum dated October 10, 2024, and the Planning Commission Decision Record attached thereto.

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

6. **BASIC DEVELOPMENT PLAN – The applicant, GREY FOX CAPITAL, is requesting approval of a Basic Development Plan for a 159-unit townhome development on 24.6 acres. Property is located at 5425 Charlesgate Road (BDP 24-23).**

Mr. Sorrell stated that the applicant seeks basic development plan approval for a 159 unit townhome development on 24.6 acres. The proposed townhomes are two-story with attached garages. The development will include 8.33 acres of open space with walking paths throughout.

The site is wooded with a steep ravine and stream bisecting the site. This ravine and stream have historically been an impediment to its development. The

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

TO APPROVE A REZONING OF 2.75 ACRES FROM RESIDENTIAL (R-1) TO PLANNED COMMERCIAL (PC) AND A BASIC DEVELOPMENT PLAN FOR 0.98 ACRES FOR THE PROPERTY LOCATED AT 8920 OLD TROY PIKE AND FURTHER IDENTIFIED AS PARCEL NUMBERS P70 00203 0001, P70 00203 0002, AND P70 00203 0003 ON THE MONTGOMERY COUNTY AUDITOR'S MAP AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE RZBDP 24-22).

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 RZBDP 24-22 and on October 15, 2024 recommended approval of the Rezoning to Planned Commercial (PC) and the Basic Development Plan by a vote of 4-0; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Rezoning to Planned Commercial (PC) and the Basic Development Plan (Case RZBDP 24-22) is hereby approved in accordance with the Planning Commission's recommendation and following conditions:

1. The applicant shall assess the health of the existing trees along the site's east and south perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.

2. The applicant shall work with City Staff to determine the final street tree placement during the Detailed Development Plan phase.

3. Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.

4. Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
    a. Vehicle sales, rental or service
    b. Sweepstakes Cafes
    c. Short-term lenders (pay-day lenders, loans against auto titles, etc.)
    d. Dry cleaners
    e. Outdoor sales and storage, unless approved by the Planning Commission

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

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

Passed by Council on the_____day of_____, 2024;
_____Yeas;_____Nays.

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

AI-10449 **Topics Of Discussion** **G.**

Council Work Session

Meeting Date: 11/19/2024

Case BDP 24-23 - Grey Fox Capital - Basic Development Plan - 5425 Charlesgate Road

Submitted By: Geri Hoskins

Department: Assistant City Manager - Public Services **Division:** Planning

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Case BDP 24-23 - Grey Fox Capital - Basic Development Plan - 5425 Charlesgate Road

Purpose and Background

The applicant, Grey Fox Capital, is requesting approval of a Basic Development Plan for a 159 unit townhome development on 24.6 acres (Case BDP 24-23).

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

Drawings
Fire Assessment
Staff Report
Decision Record
Minutes
Ordinance

BASIC DEVELOPMENT PLAN

CREEKSIDE TOWNHOMES

SEPTEMBER 2024

STATE OF OHIO, COUNTY OF MONTGOMERY, CITY OF HUBER HEIGHTS

OWNER/DEVELOPER:
GREY FOX CAPITAL
6161 OAK TREE BOULEVARD, SUITE 250
INDEPENDENCE, OH 44131
EMAIL: JACOBSHIELDS@GREYFOXCAPITAL.NET
PHONE: (330) 618-5692
CONTACT: JAKE SHIELDS

ENGINEER:
CESO, INC.
3601 RIGBY ROAD, SUITE 300
MIAMISBURG, OH 45342
PHONE: (937) 435-8584
CONTACT: JUSTIN ELAM, P.E.

SURVEY PROVIDED BY:
CESO,INC.
3601 RIGBY ROAD, SUITE 300
MIAMISBURG, OH 45342
PHONE: (937) 435-8584
CONTACT: JERRY HOLLOWAY

CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO BID AND CONSTRUCTION.

SITE DATA:

ZONING:	PLANNED RESIDENTIAL (PR)
TOTAL ACREAGE:	24.597 AC
TOTAL UNIT COUNT:	159 UNITS
UNIT COUNT EAST SIDE:	109 UNITS
UNIT COUNT WEST SIDE:	50 UNITS
OPEN SPACE:	8.33 AC.(33.87%)
PROPOSED DENSITY:	6.5 DUA
BUILDING SETBACKS:	
FRONT (WILDCAT RD)*:	40'
FRONT (CHARLESGATE RD)*:	40'
FRONT (BACK OF CURB):	25'
MIN. BUILDING SEPARATION REAR:	40'
MIN. BUILDING SEPARATION SIDE:	25'

* FRONT SETBACKS MEASURED FROM R/W

PARKING REQUIREMENTS:	TWO (2) SPACES/ UNIT
TOTAL REQUIRED:	318
TOTAL PROVIDED:	347
GARAGE PARKING (1/ UNIT):	159
DRIVEWAY SPACES:	159
OFF-STREET SPACES:	29

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	EXISTING CONDITIONS
3	OVERALL LAYOUT PLAN
4-5	LAYOUT PLAN
6	OVERALL UTILITY PLAN
7-8	UTILITY PLAN
9	PREDEVELOPED SITE
10	POST DEVELOPED SITE
11	ELEVATION PLAN

NOTES:

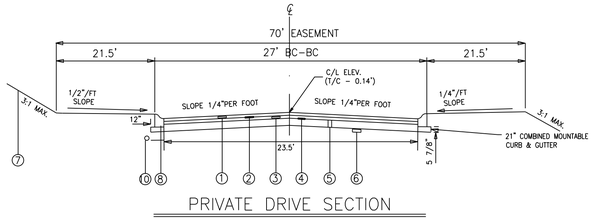
1. SANITARY TO BE TIED INTO CITY OF HUBER HEIGHTS SYSTEM.
2. WATER TO BE INSTALLED AND CONNECTED TO CITY OF HUBER HEIGHTS SYSTEM.
3. ELECTRIC TO BE SUPPLIED BY AES OHIO.
4. ALL PUBLIC STREETS TO BE CONSTRUCTED ACCORDING TO STATE OF OHIO DEPARTMENT OF TRANSPORTATION "CONSTRUCTION AND MATERIAL SPECIFICATIONS" AT THE TIME OF ORIGINAL PRELIMINARY PLAT APPROVAL.
5. PROPOSED USE: MULTI-FAMILY RESIDENTIAL DEVELOPMENT
6. CONCRETE WALK TO BE INSTALLED AS SHOWN.
7. STORM WATER MANAGEMENT TO COMPLY WITH CITY OF HUBER HEIGHTS STANDARDS AND THE OEPA.
8. PROPOSED ZONING: PR - PLANNED RESIDENTIAL
9. HOA TO OWN AND MAINTAIN STORMWATER BASINS.
10. CITY OF HUBER HEIGHTS TO OWN AND MAINTAIN STORMWATER INFRASTRUCTURE (PIPE, STRUCTURES).
11. WILDCAT ROAD TO BE IMPROVED TO CITY SPECIFICATIONS ALONG CREEKSIDE TOWNHOMES FRONTAGE. IMPROVEMENTS TO BE COORDINATED WITH THE CITY DURING FINAL ENGINEERING.
12. STORMWATER RUNOFF RESULTING FROM WILDCAT ROAD FRONTAGE IMPROVEMENTS TO BE ROUTED THROUGH CREEKSIDE TOWNHOMES DEVELOPMENT BASIN.
13. ALL ROADS WITHIN CREEKSIDE TOWNHOMES ARE DESIGNATED AS PRIVATE.



VICINITY MAP
N.T.S.



INDEX MAP
SCALE: 1"=80'



PRIVATE DRIVE SECTION

1 ITEM 404: ASPHALT CONCRETE (1 1/4"SURFACE COURSE) TO BE APPLIED 12 MONTHS AFTER 301 COURSE IS APPLIED.
2 ITEM 407: RC-70 TACK COAT @ 0.1 GAL./S.Y.
3 ITEM 402: ASPHALTIC CONCRETE (1 3/4" LEVELING COURSE) AT END OF 5 DAYS AFTER 408.
4 ITEM 408: PRIME COAT MC-30 OR RC-70 @ 0.50 GAL./S.Y. TO BE APPLIED IMMEDIATELY AFTER ITEM 304.
5 ITEM 304: AGGREGATE BASE (2-5" COURSES)
6 ITEM 203: SUBGRADE COMPACTION
7 ITEM 659: SEEDING AND MULCHING
8 MOUNTABLE CURB & GUTTER
10 4" PVC SCH 40 SUMP PUMP DRAIN LINE 24" DEPTH

STATE OF OHIO
JUSTIN ELAM E-76298
REGISTERED PROFESSIONAL ENGINEER

JUSTIN ELAM, P.E.
OHIO LICENSE NO. E-76298

09/24/24
DATE

FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: STATE UTILITIES PROTECTION SERVICE AT 811 OR 1-800-362-2764 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF OHIO UTILITIES PROTECTION SERVICE

Ohio Utilities Protection Service
Call 811 before you dig

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GREY FOX CAPITAL

CREEKSIDE TOWNHOMES
CHARLESGATE RD & WILDCAT RD
HUBER HEIGHTS, OH 45424

Revisions / Submissions

ID	Description	Date

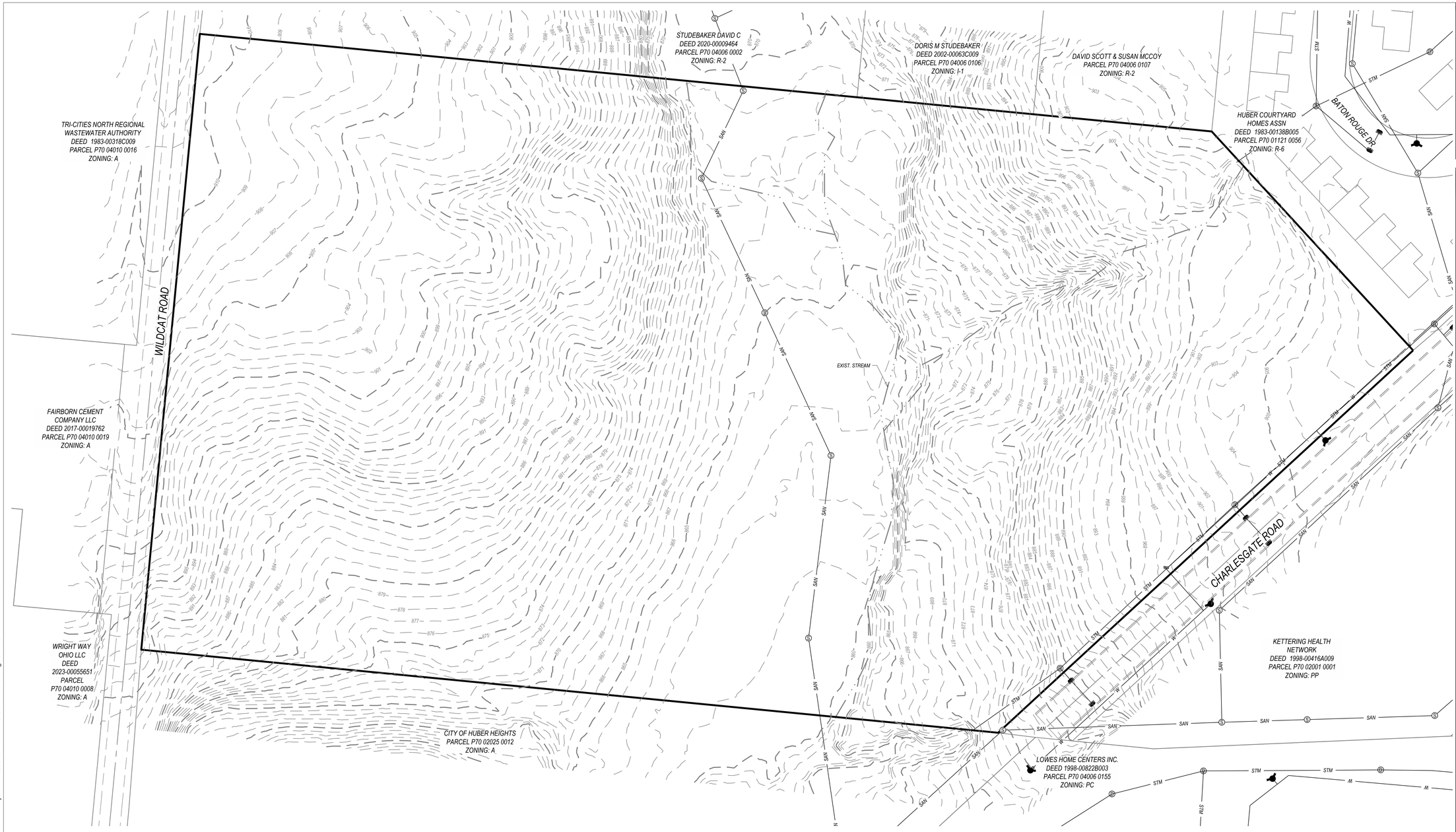
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Project Number:	765054-01
Scale:	1"=80'
Drawn By:	RJL
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC PRELIMINARY PLAN

Drawing Title:
TITLE SHEET

1

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LEGEND

- SUBJECT BOUNDARY
- EXISTING PROPERTY LINE
- R/W — EXISTING R/W
- EXISTING CENTERLINE
- EXISTING FACE OF CURB
- EXISTING BACK OF CURB
- STM — EXISTING STORM SEWER
- SAN — EXISTING SANITARY SEWER
- W — EXISTING WATER MAIN
- EXISTING STORM STRUCTURE
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- 940 — EXISTING INDEX CONTOUR
- 941 — EXISTING INTERMEDIATE CONTOUR
- EXISTING STREAM

GRAPHIC SCALE (IN FEET)
1 in. = 60 ft.

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Project Number:	765054-01
Scale:	1"=60'
Drawn By:	RJL
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
EXISTING CONDITIONS

2

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N

GRAPHIC SCALE (IN FEET)
1 in. = 60 ft.

LEGEND

- SUBJECT BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING R/W
- EXISTING CENTERLINE
- EXISTING FACE OF CURB
- EXISTING BACK OF CURB
- PROPOSED RIGHT-OF-WAY
- EXISTING STREAM
- PROPOSED PROPERTY LINE
- PROPOSED SETBACK
- PROPOSED BASIN
- PROPOSED CENTERLINE
- PROPOSED CURB & GUTTER
- PROPOSED ENTRY MONUMENT

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Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:

OVERALL LAYOUT PLAN

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CENTERLINE CURVE TABLE						
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA	TANGENT
C1	150.00'	70.00'	69.37'	N29° 17' 44"W	026° 44' 21"	35.65'
C2	150.00'	66.93'	66.38'	N03° 08' 36"W	025° 33' 54"	34.03'
C3	50.00'	111.44'	89.76'	N73° 29' 14"E	127° 41' 45"	101.83'

N

GRAPHIC SCALE (IN FEET)
1 in. = 40 ft.
40 0 40 80

LEGEND

- SUBJECT BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING R/W
- EXISTING CENTERLINE
- EXISTING FACE OF CURB
- EXISTING BACK OF CURB
- PROPOSED RIGHT-OF-WAY
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- PROPOSED PROPERTY LINE
- PROPOSED SETBACK
- PROPOSED BASIN
- PROPOSED CENTERLINE
- PROPOSED CURB & GUTTER
- PROPOSED ENTRY MONUMENT

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Revisions / Submissions

ID	Description	Date

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Project Number:	765054-01
Scale:	1"=40'
Drawn By:	RJL
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Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
LAYOUT PLAN

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APPROXIMATE LOCATION OF ENTRY MONUMENT - FINAL LOCATION TO BE DETERMINED AT FDP.

WILDCAT ROAD IMPROVEMENTS TO BE CONFIRMED WITH CITY

STUDEBAKER DAVID C
DEED 2020-00009464
PARCEL PT0 04006 0002
ZONING: R-2

TRI-CITIES NORTH REGIONAL WASTEWATER AUTHORITY
DEED 1983-00318C009
PARCEL PT0 04010.0016
ZONING: A

FAIRBORN CEMENT COMPANY LLC
DEED 2017-00019762
PARCEL PT0 04010.0019
ZONING: A

CITY OF HUBER HEIGHTS
PARCEL PT0 02025 0012
ZONING: A

WILDCAT ROAD

ROAD B

ROAD C

PEDESTRIAN TRAIL SYSTEM

PROPOSED BASIN

MATCHLINE. SEE SHEET 4

CENTERLINE CURVE TABLE						
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA	TANGENT
C4	35.00'	54.98'	49.50'	S50° 12' 57"W	090° 00' 00"	35.00'
C5	35.00'	54.98'	49.50'	S39° 47' 03"E	090° 00' 00"	35.00'

GRAPHIC SCALE (IN FEET)
1 in. = 40 ft.

LEGEND

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LAYOUT PLAN

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N

60 0 60 120

GRAPHIC SCALE (IN FEET)
1 in. = 60 ft.

LEGEND

SUBJECT BOUNDARY	PROPOSED RIGHT-OF-WAY
EXISTING PROPERTY LINE	PROPOSED PROPERTY LINE
EXISTING R/W	PROPOSED SETBACK
EXISTING CENTERLINE	PROPOSED EASEMENT
EXISTING FACE OF CURB	PROPOSED BASIN
EXISTING BACK OF CURB	PROPOSED CENTERLINE
EXISTING STORM SEWER	PROPOSED CURB & GUTTER
EXISTING SANITARY SEWER	PROPOSED STORM SEWER
EXISTING WATER MAIN	PROPOSED STORM STRUCTURES
EXISTING STORM STRUCTURES	PROPOSED SANITARY SEWER
EXISTING SANITARY STRUCTURE	PROPOSED SANITARY MANHOLE
EXISTING WATER STRUCTURES	PROPOSED WATER MAIN
FOUNDATION BREAK	PROPOSED HYDRANT/VALVE
MAJOR CONTOUR PROPOSED	MAJOR CONTOUR EXISTING
MINOR CONTOUR PROPOSED	MINOR CONTOUR EXISTING
PROPOSED STREET LIGHTING	

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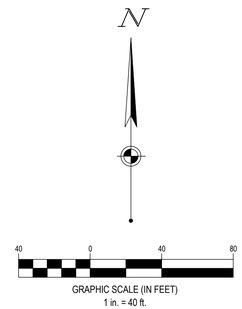
Project Number:	765054-01
Scale:	1"=60'
Drawn By:	RJL
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
OVERALL UTILITY PLAN

6

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LEGEND

SUBJECT BOUNDARY	PROPOSED RIGHT-OF-WAY
EXISTING PROPERTY LINE	PROPOSED PROPERTY LINE
EXISTING R/W	PROPOSED SETBACK
EXISTING CENTERLINE	PROPOSED EASEMENT
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EXISTING SANITARY STRUCTURE	PROPOSED SANITARY MANHOLE
EXISTING WATER STRUCTURES	PROPOSED WATER MAIN
FOUNDATION BREAK	PROPOSED HYDRANT/VALVE
MAJOR CONTOUR PROPOSED	MAJOR CONTOUR EXISTING
MINOR CONTOUR PROPOSED	MINOR CONTOUR EXISTING

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GREY FOX CAPITAL
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Revisions / Submissions

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Scale:	1"=40'
Drawn By:	RJL
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
UTILITY PLAN

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LEGEND

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- W — EXISTING WATER MAIN
- EXISTING STORM STRUCTURES
- EXISTING SANITARY STRUCTURE
- EXISTING WATER STRUCTURES
- R/W — PROPOSED RIGHT-OF-WAY
- PROPOSED PROPERTY LINE
- PROPOSED SETBACK
- PROPOSED EASEMENT
- PROPOSED BASIN
- PROPOSED CENTERLINE
- PROPOSED CURB & GUTTER
- ST — PROPOSED STORM SEWER
- PROPOSED STORM STRUCTURES
- SAN — PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- W — PROPOSED WATER MAIN
- PROPOSED HYDRANT/VALVE
- FOUNDATION BREAK
- MAJOR CONTOUR PROPOSED
- MINOR CONTOUR PROPOSED
- MAJOR CONTOUR EXISTING
- MINOR CONTOUR EXISTING

N

40 0 40 80

GRAPHIC SCALE (IN FEET)
1 in. = 40 ft.

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GREY FOX CAPITAL

CREEKSIDE TOWNHOMES

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Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
UTILITY PLAN

8

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N

60 0 60 120

GRAPHIC SCALE (IN FEET)
1 in. = 60 ft.

LEGEND

- DRAINAGE AREA
- MAJOR CONTOUR PROPOSED
- MINOR CONTOUR PROPOSED
- MAJOR CONTOUR EXISTING
- MINOR CONTOUR EXISTING

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GREY FOX CAPITAL

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Revisions / Submissions

ID	Description	Date

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Project Number:	765054-01
Scale:	1"=60'
Drawn By:	LP
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
PRE DEVELOPED SITE

C:\Users\shelton\DC\ACCDocs\CESO\Charlesgate Road\Project Files_CESO\03-CIVIL\PLAN\Preliminary\PLAN\765054-01 DRAINAGE PLAN.dwg - 9/24/2024 - Steven Shelton



LEGEND

- DRAINAGE AREA
- MAJOR CONTOUR PROPOSED
- MINOR CONTOUR PROPOSED
- MAJOR CONTOUR EXISTING
- MINOR CONTOUR EXISTING

CESO
WWW.CESOINC.COM
3601 Rigby Rd., Suite 300
Miamisburg, OH 45342
Phone: 937.435.8584 Fax: 888.208.4826

GREY FOX CAPITAL

CREEKSIDE TOWNHOMES

CHARLESGATE RD & WILDCAT RD
HUBER HEIGHTS, OH 45424

Revisions / Submissions

ID	Description	Date

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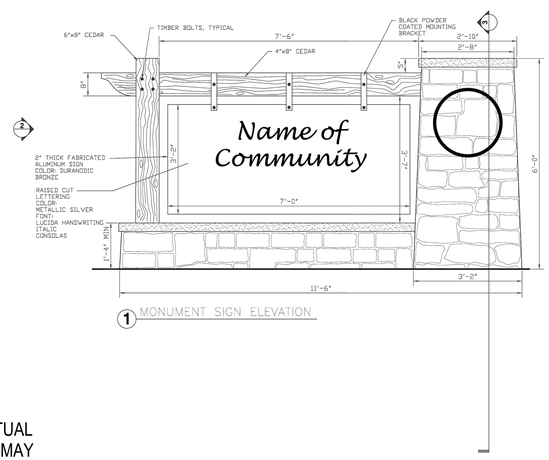
Project Number:	765054-01
Scale:	1"=60'
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Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
POST DEVELOPED SITE

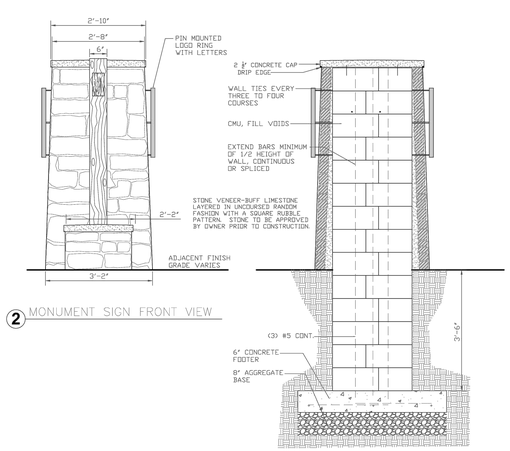
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1 MONUMENT SIGN ELEVATION



2 MONUMENT SIGN FRONT VIEW

3 MONUMENT SIGN SECTION

THE ELEVATION VIEW INCLUDED IN THIS DOCUMENT IS FOR CONCEPTUAL PURPOSES ONLY. IT IS INTENDED TO ILLUSTRATE DESIGN IDEAS AND MAY NOT REFLECT THE FINAL CONSTRUCTION DETAILS. FINAL ELEVATIONS WILL BE DEVELOPED AND APPROVED PRIOR TO CONSTRUCTION.

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HUBER HEIGHTS, OH 45424

Revisions / Submissions

ID	Description	Date

© 2024 CESO, INC.

Project Number:	765054-01
Scale:	N/A
Drawn By:	RJL
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
ELEVATION PLAN

C:\Users\shelton\DC\ACCDocs\CESO\Charlesgate Road\Project Files_CESO\03-CIVIL\PLANS\Preliminary\PLAN\765054-01 ELEVATION PLAN.dwg - 9/24/2024 - Steven Shelton

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

Occupancy Name:	Creekside Townhomes
Occupancy Address:	5425 Charlesgate Road

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

MCBR BLD:	Not Yet Assigned	HH P&D:	
MCBR MEC:		HHFD Plan:	24-387
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	10/4/2024

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:

- **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 need 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).**
- **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).**

- **Unobstructed access to fire hydrants shall be always maintained. 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.**
- **The water supply for fire protection shall meet the requirements of OFC 507 and Appendix B. Calculations and findings will need to be determined and provided. Water Main and hydrant extension sizes and spacing will also need to be shown in detail. Fire flow requirements shall be determined in accordance with Ohio Fire Code, Appendix B, Fire Flow Requirements for Buildings. Once the fire flow has been determined the minimum number of required fire hydrants can be confirmed.**
  (Building Construction Classification and Square Footage will need to be determined first).
- **Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates and an unobstructed vertical height for fire apparatus access roads shall be 13 feet 6 inches, in accordance with Ohio Fire Code 503.2.1. (*Roads with fire hydrants shall have a minimum width of 26 feet. Ohio Fire Code D103.1.* Current layout shows roads to be 27 feet wide.)**
- **Fire department access roads shall be capable of supporting the imposed load of fire apparatus weighing up to 75,000 lbs. Refer to Ohio Fire Code Appendix D102.1.**
- **Turn radius for fire department vehicle access shall meet the requirements for Huber Heights Fire Division. Refer to Ohio Fire Code Appendix D103.3 and 503.2.4.** ***(Turn radius appears to comply on drawing dated September 2024.)***
- **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. (*Elevation dimensions were not shown on drawings.)***
- **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.**
- **If required, immediate access to fire department connections shall be always maintained and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be approved by the fire code official. Ohio Fire Code 912.4.**

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

Memorandum

Staff Report for Meeting of October 15, 2024

To: Huber Heights City Planning Commission

From: Aaron K. Sorrell, City Planner

Date: October 11, 2024

Subject: BDP 24-23 Creekside Townhomes
Wildcat Road & Charlesgate Road

Department of Planning and Zoning City of Huber Heights

APPLICANT/OWNER:	Grey Fox Capital – Applicant Luke Smith Trustee – Owner
DEVELOPMENT NAME:	Creekside Townhomes
ADDRESS/LOCATION:	5425 Charlesgate Road
ZONING/ACREAGE:	PR Planned Residential / 24.6 Acres
EXISTING LAND USE:	Vacant lands
ZONING ADJACENT LAND:	North: R-2 / R-6 East : PP West: A South: A
REQUEST:	The applicant seeks basic development plan approval for a 159 unit townhome development on 24.6 acres.
ORIGINAL APPROVAL:	N/A
APPLICABLE HHCC:	Chapter 1171, 1172
CORRESPONDENCE:	In Favor – None Received In Opposition – None Received

Overview
The applicant seeks basic development plan approval for a 159 unit townhome development on 24.6 acres. The proposed townhomes are two-story with attached garages. The development will include 8.33 acres of open space with walking paths throughout.

Site Characteristics
The site is wooded with a steep ravine and stream bisecting the site. This ravine and stream have historically been an impediment to its development. The applicant is proposing two development areas with entrances from Wildcat and Charlesgate. The two development areas will be connected via walking paths only. Much of the stream and surrounding trees and vegetation will remain undisturbed.

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

Chapter 1171.05 - Contents of basic development plan, states:
(a) The basic development plan shall consist of at least the following information together with such other data and materials as may be required by the City:

(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.

Chapter 1171.06 - General standards for approval, states:
The Planning Commission shall review the application, prepared development plan and the facts presented at the hearing. The applicant shall have the burden of proof. No approval shall be given unless the Commission shall find by a preponderance of the evidence that such PUD on the proposed locations:

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

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

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

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

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

(f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible 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, streetlight wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;

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

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

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

Staff Analysis
The staff analysis addresses the elements of the Basic Development Plan and standards for approval.

Basic Development Plan Analysis:
The applicant seeks basic development plan approval for a 159-unit townhome development on 24.6 acres. The proposed townhomes are two-story with attached garages. The development will include 8.33 acres of open space with walking paths throughout.

The applicant has submitted a basic site plan illustrating general building locations, setbacks, parking, and circulation.

Conformance With Planned Residential District Requirements:

Uses: Townhomes are a permitted use.

Development Standards:

- Density: The gross density is 6.5 dwelling units per acre (DUA) and the net density (less open space) is 9.77 DUA. The PR district allows a net density up to 12 DUA.
- The minimum building setbacks are 25 feet from the back of curb.
- The minimum spacing between buildings is 25 feet.
- Landscaping and lighting plans have not been submitted, but will be reviewed with the detailed development plan application.
- Anticipated building elevations are shown on sheet 11. The concept drawings illustrate a mixture of siding styles and stone accents. Townhome elevations will be reviewed with the detailed development plan application.

Parking and Loading:

- The applicant proposes 347 parking spaces, or 2.18 spaces per unit. Parking is provided through attached garages, driveway space and off-street areas.

Signs:

- A concept entry feature sign is illustrated on sheet 11. The final sign design will be reviewed with the detailed development plan application.

Conformance with General Standards of Approval:
Below is the staff analysis of conformance with the general standards of approval.

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

This development is located in the Riverfront development pattern area. The key elements are to structure developments around trail and green networks, and focus on traditional neighborhood and trail-oriented development principles. The comprehensive

plan envisions a 14.5-mile multi-use loop, part of which will travel along Wildcat Road near this proposed development.

It is the staff's opinion that the proposal is consistent with the comprehensive plan and thoroughfare plan. The site is located on underutilized streets, is designed with traditional neighborhood principles, may serve as one section of the Loop.

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

No development schedule has been submitted at this time, however staff expects this product will be well received based on other townhome developments.

(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;

These sections of Wildcat Road and Charlesgate Road have adequate capacity to serve the development. Charlesgate is fully improved. Wildcat will be improved to city standards along the development frontage.

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

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

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

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

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

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

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

The main natural feature of this site is the ravine and stream that bisect this site, along with the mature trees along the stream area. These features will remain and walking paths installed so residents can easily experience them.

(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 is being developed on the flatter areas of the site. Grading will be required, but the existing stream and steep ravine should be undisturbed.

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

All utilities will be placed underground.

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

Staff does not anticipate excessive additional public services required to support this development. This development will require water to be extended down Wildcat Road, which will ultimately benefit the proposed Hidden Heights campground.

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

All proposed uses are consistent with the Planned Residential district. Staff does not anticipate excessive noise, traffic or fumes.

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

The lands are currently zoned for this proposed use.

Additional Comments:

Fire: See attached.

City Engineer: The engineer's comments have been provided to the applicant.

Recommendation

Staff supports the approval of the basic development plan application submitted on September 25, 2024. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the basic development plan with the following conditions:

- The applicant shall assess the health of the existing trees along the stream that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
- The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
- Signs shall conform with Chapter 1189, unless otherwise approved in the detailed Development Plan by the Planning Commission.
- Water and sanitary lines shall be placed in public easements.
- The frontage along Wildcat shall be improved to city standards and additional right of way shall be dedicated for a future 10 to 12-foot multi-use path.

Planning Commission Action

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

1) Recommend approval of the basic development plan application, with or without conditions.
2) Recommend denial of the basic development plan.
3) Table the application to gather additional information.

HUBER HEIGHTS
Come Grow With Us!

Planning Commission Decision Record

WHEREAS, on September 24, 2024, the applicant, Grey Fox Capital, requested approval of a Basic Development Plan for 159-unit townhome development on 24.6 acres. Property is located at 5425 Charlesgate Road, further identified as Parcel Number P70 01924 0003 of the Montgomery County Auditor's Map (Case BDP 24-23), and;

WHEREAS, on October 15, 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, Grey Fox Capital, for approval of a Basic Development Plan. Property is located at 5425 Charlesgate Road (Case BDP 24-23), in accordance with the recommendation of Staff's Memorandum dated October 11, 2024, with the following conditions:

1. The applicant shall assess the health of the existing trees along the stream that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
2. The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
3. Signs shall conform with Chapter 1189, unless otherwise approved in the detailed Development Plan by the Planning Commission.
4. Water and sanitary lines shall be placed in public easements.

5. The frontage along Wildcat shall be improved to city standards and additional right of way shall be dedicated for a future 10 to 12-foot multi-use path.

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

_____ _____

Terry Walton, Chair Date
Planning Commission

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

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

Art from Calibre Engineering was present and spoke to protecting trees on the south side and the two buildings are not occupied.

Mr. Dave Studebaker asked about the permitted uses.

Action

Ms. Thomas moved to approve the request by the applicant, TJL-CES, LLC, for approval of a Rezoning and Basic Development Plan (RZBDP 24-22) in accordance with the recommendation of Staff's Memorandum dated October 10, 2024, and the Planning Commission Decision Record attached thereto.

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

6. **BASIC DEVELOPMENT PLAN – The applicant, GREY FOX CAPITAL, is requesting approval of a Basic Development Plan for a 159-unit townhome development on 24.6 acres. Property is located at 5425 Charlesgate Road (BDP 24-23).**

Mr. Sorrell stated that the applicant seeks basic development plan approval for a 159 unit townhome development on 24.6 acres. The proposed townhomes are two-story with attached garages. The development will include 8.33 acres of open space with walking paths throughout.

The site is wooded with a steep ravine and stream bisecting the site. This ravine and stream have historically been an impediment to its development. The

applicant is proposing two development areas with entrances from Wildcat and Charlesgate. The two development areas will be connected via walking paths only. Much of the stream and surrounding trees and vegetation will remain undisturbed.

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

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:

The applicant seeks basic development plan approval for a 159-unit townhome development on 24.6 acres. The proposed townhomes are two-story with attached garages. The development will include 8.33 acres of open space with walking paths throughout.

The applicant has submitted a basic site plan illustrating general building locations, setbacks, parking, and circulation.

Uses: Townhomes are a permitted use.

Development Standards:

- Density: The gross density is 6.5 dwelling units per acre (DUA) and the net density (less open space) is 9.77 DUA. The PR district allows a net density up to 12 DUA.
- The minimum building setbacks are 25 feet from the back of curb.
- The minimum spacing between buildings is 25 feet.
- Landscaping and lighting plans have not been submitted, but will be reviewed with the detailed development plan application.
- Anticipated building elevations are shown on sheet 11. The concept drawings illustrate a mixture of siding styles and stone accents. Townhome elevations will be reviewed with the detailed development plan application.

Parking and Loading:

- The applicant proposes 347 parking spaces, or 2.18 spaces per unit. Parking is provided through attached garages, driveway space and off-street areas.

Signs:

- A concept entry feature sign is illustrated on sheet 11. The final sign design will be reviewed with the detailed development plan application.

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

The site is being developed on the flatter areas of the site. Grading will be required, but the existing stream and steep ravine should be undisturbed.

Staff supports the approval of the basic development plan application submitted on September 25, 2024. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the basic development plan with the following conditions:

- The applicant shall assess the health of the existing trees along the stream that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
- The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
- Signs shall conform with Chapter 1189, unless otherwise approved in the detailed Development Plan by the Planning Commission.
- Water and sanitary lines shall be placed in public easements.
- The frontage along Wildcat shall be improved to city standards and additional right of way shall be dedicated for a future 10 to 12-foot multi-use path.

Jake Shields from Grey Fox was present and spoke about market rate for sale product, old trees and stream. Only 2 story and 1 car garage.

Mr. Dave Studebaker mentioned the traffic, stone quarry and fixing Wildcat Road.

Mr. Dave McCoy talked about mature trees, impact to Kellenberger Road.

Mrs. Doris Studebaker asked when starting, Jake said May or Juen 2025.

Action

Ms. Thomas moved to approve the request by the applicant, GREY FOX CAPITAL, for approval of a Basic Development Plan (BDP 24-23) in accordance with the recommendation of Staff's Memorandum dated October 11, 2024, and the Planning Commission Decision Record attached thereto.

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

VIII. Additional Business

None

IX. Approval of the Minutes

Without objection, the minutes of the September 10, 2024, Planning Commission meetings are approved.

X. Reports and Calendar Review

Minor Change – RHM Executive Blvd.

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

TO APPROVE A BASIC DEVELOPMENT PLAN IN A PLANNED RESIDENTIAL (PR) USE DISTRICT FOR A 159-UNIT TOWNHOME DEVELOPMENT ON 24.6 ACRES FOR PROPERTY LOCATED AT 5425 CHARLESGATE ROAD AND FURTHER IDENTIFIED AS PARCEL NUMBER P70 1924 0003 ON THE MONTGOMERY COUNTY AUDITOR'S MAP AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE BDP 24-23).

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 24-23 and on October 15, 2024 recommended approval of the Basic Development Plan by a vote of 4-0; 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. The applicant shall assess the health of the existing trees along the stream that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval, as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.

2. The applicant shall work with City Staff to determine the final street tree placement during the Detailed Development Plan phase.

3. Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.

4. Water and sanitary lines shall be placed in public easements.

5. The frontage along Wildcat Road shall be improved to City standards, and additional right of way shall be dedicated for a future 10 to 12-foot multi-use path.

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-10455 **Topics Of Discussion** H.

Council Work Session

Meeting Date: 11/19/2024

Granger Property Development, LLC – Purchase Agreement

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 10/22/2024 and 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Granger Property Development, LLC – Purchase Agreement

Purpose and Background

This legislation authorizes a real estate purchase and sales agreement to sell 5.602 acres to Granger Development, LLC for the purpose of constructing a mixed-use development along Executive Boulevard. The development is a planned second phase of a previously approved residential development totaling approximately 330 units. The first phase includes approximately 150 market-rate residential units. This second phase is planned to include 11,000 SF of first floor retail, and approximately 184 market-rate residential units. The sales price is $90,400 per usable acre.

Fiscal Impact

Source of Funds: Sales Proceeds

Cost: Up To $506,447 (Revenue)

Recurring Cost? (Yes/No): No

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

Financial Implications:

The sales price is $90,400 per usable acre.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT WITH GRANGER PROPERTY DEVELOPMENT, LLC.

WHEREAS, the City of Huber Heights (the "City") and Granger Property Development, LLC (the "Developer") intend to enter into a real estate purchase agreement (the "Agreement"); and

WHEREAS, the Agreement provides for the sale of approximately 5.602 acres of real property located on Executive Boulevard identified as Parcel Numbers P70 03910 0085 and P70 01820 0003 on the Montgomery County Auditor's Map; and

WHEREAS, the Developer proposes to construct approximately 11,000 square feet of retail space and approximately 184 units of market-rate multi-family housing (the "Project"); and

WHEREAS, the City and the Developer have agreed to enter into the Agreement, attached hereto as Exhibit A, to facilitate the construction of the Project; and

WHEREAS, the City Council finds that executing and delivering the Agreement is in the best interest of the City as it will foster economic development, create new jobs, and improve the overall economic welfare of the residents of the City of Huber Heights and the State of Ohio.

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

Section 1. The real estate purchase agreement between the City of Huber Heights and Granger Development, LLC, attached hereto as Exhibit A, providing for the sale of real property is hereby approved. The City Manager is authorized to make any changes to the Agreement that are consistent with this Resolution and not substantially adverse to the City. Such changes shall be approved by the City Manager and reviewed by the Law Director.

Section 2. The City Manager is hereby authorized, on behalf of the City, to execute the Agreement. Any changes made to the Agreement that are not substantially adverse to the City, as determined by the City Manager and approved by the Law Director, shall be conclusively evidenced by the execution of the Agreement.

Section 3. The City Manager, Director of Finance, Law Director, Clerk of Council, and any other appropriate City officials are hereby authorized and directed to prepare, execute, and sign all necessary agreements and documents, and to take any actions required to implement this Resolution.

Section 4. It is hereby determined that all formal actions of this Council concerning and related to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and its committees that resulted in such formal actions were conducted in meetings open to the public, in accordance with Ohio law, including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall take effect immediately 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

THIS AGREEMENT is entered into as of the ____ day of _____, 2024 (the "Effective Date"), by and between CITY OF HUBER HEIGHTS, OHIO, an Ohio municipal corporation (the "Seller") and GRANGER PROPERTY DEVELOPMENT, LLC, an Ohio limited liability company (the "Purchaser").

RECITALS

A. Seller owns the real property situated in Montgomery County, Ohio, and located at Executive Boulevard, City of Huber Heights, Montgomery County and commonly known as: (i) Parcel ID P70 03910 0085 containing approximately 4.693+/- acres ("Parcel 1"); and (ii) at time of Closing (defined below), Seller anticipates owning an approximately 0.9093+/- acres portion of Montgomery County Parcel ID P70 01820 0003 ("Parcel 2"), with Parcel 1 and Parcel 2 more particularly described and/ depicted on Exhibit A attached hereto and made a part hereof, inclusive of the fixtures and improvements thereon and all easements, covenants, rights, privileges, and appurtenances thereto, including all mineral rights to the extent, if any, owned by Seller (Parcel 1 and Parcel 2 collectively being referred to herein as the "Property").

B. Seller desires to sell, and Purchaser desires to purchase, the Property upon the terms, covenants and conditions contained in this Agreement.

TERMS AND CONDITIONS

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Purchaser hereby agree as follows:

1. PURCHASE AND SALE. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey, and Purchaser agrees to purchase, all of Seller's right, title and interest to the Property.

2. PURCHASE PRICE. Purchaser agrees to pay for said Property the amount of Ninety Thousand Four Hundred and no/100 Dollars ($90,400.00) multiplied by the total Usable Acres. The term "Usable Acres" shall mean the total acreage of the Property, less any acreage within any rights-of-way(s). By way of example, assuming total Usable Acres in the amount of 5.6023, the Purchase Price would be Five Hundred Six Thousand, Four Hundred Forty-Seven and 92/100 Dollars ($506,447.92), payable as follows:

Earnest Money	$5,000.00
Cash at Closing	$506,447.92 (assuming 5.6023 Usable Acres, subject to adjustment)

All Earnest Money shall be provided by Purchaser to Affiliates Title Group, LLC, 2211 Medina Road, Suite 100, Medina, Ohio 44256, Attn: John Ross (the "Escrow Agent" or "Title Company") within seven (7) business days of the Effective Date 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.

3. DEED AND EXCEPTIONS. Seller shall furnish a limited warranty deed, in a form acceptable for transfer and recording by public authorities and reasonably acceptable to the Purchaser, conveying to the Purchaser or its nominee marketable, insurable, and fee simple title to the Property, free and clear of all liens, tenancies, rights to take liens, and encumbrances, except for the following: (i) real estate taxes and assessments, both general and special, which are a lien but not then due and payable; (ii) applicable zoning and building ordinances; (iii) legal highways; and (iv) Easements, covenants, conditions, and restrictions of record encumbering the Property that have not been objected to or have been waived by the Purchaser (i.e., Permitted Exceptions, as defined below).

4. TAXES AND ASSESSMENTS. To the extent the Property is not exempt from real estate taxation, Seller shall pay a pro rata share of the semi-annual installment of taxes and annual assessments, both general and special, including any payments in lieu of taxes, or other charges that are due and payable at Closing. Purchaser shall pay all such taxes and all assessments becoming due and payable thereafter. All taxes will be pro-rated in accordance with the short-form proration method customary in Montgomery County, Ohio.

5. DUE DILIGENCE PERIOD. The "Due Diligence Period" refers to the period continuing for one hundred twenty (120) days after the Effective Date. Purchaser shall have the right to extend the Due Diligence Period for up to two (2) additional periods of ninety (90) days each (each, an "Extension Period") by providing written notice to the Seller prior to the expiration of the Due Diligence Period or any Extension Period, as applicable, and by depositing an additional Five Thousand Dollars ($5,000.00) with the Title Company for each Extension Period exercised. These deposits shall be considered part of the Earnest Money and credited to the Purchase Price at Closing. Purchaser's obligation to close on the transaction contemplated by this Agreement is contingent upon Purchaser's evaluation of the Property, in Purchaser's sole discretion. If Purchaser is not satisfied with its evaluation of the Property by the expiration of the Due Diligence Period (including any Extension Period, as applicable), Purchaser, in its sole discretion, shall, on or prior to the expiration of the Due Diligence Period, provide Seller with written notice indicating that such inspections have not been satisfied. Purchaser shall then either (i) waive any unsatisfied due diligence items and proceed with the Closing or (ii) notify Seller that Purchaser will not complete the purchase. In the latter case, the Earnest Money shall be returned to the Purchaser, and neither party shall have any further liability under this Agreement, except for those obligations that expressly survive termination.

6. INSPECTIONS. During and until the expiration of the Due Diligence Period, the Purchaser and its agents, contractors, and representatives shall be entitled to enter the Property at

reasonable times to perform tests, inspections, studies, or investigations as deemed necessary or desirable. The Purchaser shall repair any damage to the Property caused by its inspections to substantially the same condition as it existed prior to such inspections or entry. The Purchaser shall indemnify and hold the Seller harmless from any damages or liabilities arising out of or related to the Purchaser's inspections. If the reviews or inspections disclose any circumstance, condition, or information objectionable to the Purchaser, in its sole discretion, the Purchaser shall have the right to terminate this Agreement by providing written notice to the Seller on or before the last day of the Due Diligence Period. If the Agreement is terminated, the Earnest Money shall be returned to the Purchaser, and both the Purchaser and the Seller shall have no further obligations, except for those expressly surviving termination. The Purchaser shall indemnify and hold harmless the Seller, its officers, employees, elected officials, and their successors and assigns against any liability for property damage or personal injury arising out of or related to the Purchaser's entry upon the Property. This obligation shall survive termination of this Agreement or Closing and shall not merge with the deed.

7. APPLICATION OF EARNEST MONEY. The Earnest Money shall be held to apply on 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, Seller shall retain the Earnest Money as Seller's sole remedy. It is agreed that the Seller's damages, in the event of a default by the Purchaser, are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages, intended not as a penalty but as liquidated damages. Notwithstanding anything to the contrary, the Seller's damages resulting from the indemnity provisions of this Agreement shall be in addition to the Seller's receipt of the Earnest Money. This Section 7 shall not limit the Seller's remedies in such cases. This provision shall expressly survive the termination of this Agreement.

8. CONTINGENCIES. The obligation for Purchaser to close on the transaction contemplated by this Agreement is contingent upon the Purchaser's ability to satisfy, in Purchaser's sole discretion, the following Purchaser Contingencies (defined below) prior to or on the date of Closing. If Purchaser terminates this Agreement due to the failure of one of Purchaser's Contingencies, at no fault of the Purchaser, 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 said termination. The "Purchaser Contingencies" are as follows:

(a) Zoning and Governmental Approval. Purchaser's obligation to Close on the purchase of the Property hereunder is contingent upon Purchaser's receipt of all final, non-appealable plats, lot splits, variances, permits, agreements, licenses, consents and approvals (including, without limitation, any subdivision, rezoning, site approval, or otherwise) which are required in Purchaser's reasonable judgment for development and use of the Property for Purchaser's intended use (collectively, the "Approvals"). Purchaser, at Purchaser's expense, may file applications to have the Property replat and/or rezoned, as necessary, and all such other applications as may be required or desired in Purchaser's reasonable judgment. Applications shall be in the name of either Seller or Purchaser as may be required under the applicable governmental provisions. Seller agrees to reasonably cooperate in connection with Purchaser in processing all

applications and obtaining all Approvals including, without limitation, executing all necessary or appropriate instruments, however Seller shall process such applications in the ordinary course and without any representations as to the outcome of an application seeking an Approval for Purchaser's intended use. In the event Purchaser terminates this Agreement as provided for herein, with applications for Approvals pending, Purchaser shall immediately withdraw such applications from consideration, which obligation shall survive the termination of this Agreement.

(b) Community Reinvestment Area. Purchaser's obligation to Close on the purchase of the Property hereunder is contingent upon Purchaser and Seller entering into a mutually acceptable Community Reinvestment Area Agreement(s) granting 100% real property tax exemptions for a period of 15 years to each Phase (defined below) of the Property (the "CRA") and the execution of any and all necessary forms, applications, reports, or other such documents as may be required by Montgomery County, Ohio or the State of Ohio as they may relate to the CRA, Tax Increment Financing ("TIF"), or other such development related incentives or benefits as may apply to such Phase of the Property. Seller acknowledges that the Property may be developed by Purchaser in separate phases on individual legal parcels (each, a "Phase") and that each Phase may have its own timeline and financing which will require a separate CRA (and associated TIF documents, if applicable) commencing on the specific timeline for that Phase. Seller agrees to work with the Purchaser in good faith to ensure that the full 15-year period of 100% real property tax exemptions, incentives or benefits are separately available to each Phase.

9. EVIDENCE OF TITLE. Purchaser may obtain, at Purchaser's expense, an ALTA title commitment for owner's and lender's policies of title insurance (the "Commitment") issued by the Title Company in the amount of the Purchase Price. Purchaser shall pay the premium for the owner's Title Insurance Policy (defined below), including charges for any endorsements to the owner's Title Insurance Policy. Before the expiration of the Due Diligence Period or any Extension Period, as applicable, Purchaser shall notify Seller of any matters shown in the Commitment and Survey (as hereinafter defined) to which Purchaser objects. These objections shall be deemed "Title Objections." Notwithstanding anything in this Agreement to the contrary, Seller shall be obligated to pay at Closing (and/or eliminate and remove) all mortgages, deeds of trust, judgments, and any other liens, including mechanics' and materialmen's liens and tax liens encumbering the Property, except for liens for taxes that are not yet due and payable (collectively, "Monetary Liens"). All such Monetary Liens shall be deemed disapproved by Purchaser, regardless of whether they are included in a written title objection notice.

Should Purchaser present Title Objections to Seller, Seller, in its sole discretion, shall: (i) cure the Title Objections, at Seller's expense, within fourteen (14) business days from the date of receipt of Purchaser's Title Objections (the "Cure Period") or otherwise commit in writing during the Cure Period to unconditionally cure such matters as soon as reasonably practicable, but in any event on or before Closing (the "Cure Notice"); or (ii) at any time prior to or during the Cure Period, give notice to Purchaser that Seller is either unable or unwilling to cure any or all of the Title Objections (the "No Cure Notice"). In the event that Seller: (i) does not fully cure the Title Objections within the Cure Period or otherwise commit in writing during the Cure Period to unconditionally cure such matters as soon as reasonably practicable but in all events prior to Closing; (ii) fails to deliver the Cure Notice; or (iii) delivers the No Cure Notice, then Purchaser shall have the right to elect to: (y) waive such Title Objections and proceed to close the transaction

and accept title to the Property subject to such Title Objections; or (z) terminate this Agreement within five (5) days of receiving Seller's Cure Notice or No Cure Notice, or within five (5) days after the expiration of the Cure Period if Seller fails to provide a Cure Notice or No Cure Notice, by giving notice of termination to Seller, in which event the Earnest Money and documents deposited by Purchaser in escrow shall be returned to Purchaser and this Agreement shall be of no further force or effect.

If Purchaser fails to notify Seller of Purchaser's election under (y) or (z) above, Purchaser shall be deemed to proceed under (y) and to purchase the Property subject to the Title Objections; provided that, notwithstanding anything herein to the contrary, Seller shall have an affirmative obligation to cause at or prior to Closing the satisfaction and release of all Monetary Liens. Any other easements, covenants, conditions and restrictions of record encumbering the Property not objected to or waived (or deemed waived) shall be deemed to be a "Permitted Exception." At Closing, Seller shall satisfy all customary requirements applicable to Seller in order to cause the Title Company to issue the title insurance policy in the amount of the Purchase Price to Purchaser insuring at the time of filing of the deed that there is vested in Purchaser good and marketable fee simple title to the Property, free and clear of all liens, encumbrances and title exceptions whatsoever except for the Permitted Exceptions (the "Title Insurance Policy").

10. SURVEY. Purchaser may obtain, at Purchaser's expense, a survey of the Property certified by a registered surveyor to Purchaser, the Purchaser's lender (if any), and the Title Company. Purchaser may also elect to obtain a legal description of the Property prepared in accordance with the survey (collectively, the "Survey"). The Survey shall disclose any matters that an accurate survey and inspection of the Property would reveal. The Survey shall comply with ALTA minimum survey standards and include the certifications and other requirements necessary to meet those standards and enable the Title Company to remove the standard printed general exceptions from the Commitment.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Seller represents and warrants to Purchaser that, to its actual knowledge, the following statements are true and correct as of the Effective Date and will remain true and correct as of the Closing Date. If, between the Effective Date and the Closing, Seller becomes aware of facts that render any of these statements untrue, Seller shall disclose such facts to Purchaser. Upon receiving such disclosure, Purchaser may either waive the conditions disclosed and proceed to Closing or terminate this Agreement.

Seller represents and warrants to Purchaser that:

1. Seller has no actual knowledge of any notice or order from any governmental authority regarding a violation related to the condition of the Property concerning zoning matters.

2. Seller has no actual knowledge of any current or planned improvements by any public authority, any part of which would or might be assessed against the Property, that have not been disclosed in writing to Purchaser.

3. Seller has no actual knowledge of any notices related to condemnation proceedings that are pending or contemplated and that would affect the Property.

4. Seller, to 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 by Superfund Amendments and Reauthorization Act of 1986, 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; however, the Property has been used as a municipal yard waste dump site.

5. Seller has no actual knowledge of any contracts, leases, or other agreements affecting the Property that would bind the Property or the Purchaser following Closing. Additionally, Seller will not enter into any such contracts, leases, or agreements prior to Closing.

6. Seller has no actual knowledge of any rights, options, or other agreements of any kind that would allow any party to purchase, acquire, sell, or otherwise dispose of all or any part of the Property.

For purposes of this Section 11(a), the Seller’s "knowledge" refers to the actual (not constructive or implied) knowledge of the Seller's authorized representative, without independent investigation or inquiry. The terms and conditions of this Section 11(a) shall survive Closing for a period of six (6) months.

(b) Purchaser represents and warrants to Seller that the following statements are true and correct as of the Effective Date and will remain true and correct as of the Closing Date. If, between the Effective Date and the Closing, Purchaser becomes aware of facts that render any of these statements untrue, Purchaser shall disclose such facts to Seller. Upon receiving such disclosure, Seller may either waive the disclosed conditions and proceed to Closing or terminate this Agreement.

The Purchaser represents, warrants and covenants to Seller that:

1. If Purchaser assigns this Agreement to a nominee pursuant to Section 17 of this Agreement, the nominee shall be a duly organized and validly existing limited

liability company, in good standing under the laws of the State of Ohio or Delaware, with the full right, power, and authority to purchase the Property and carry out the Purchaser's obligations under this Agreement. All requisite actions necessary to authorize Purchaser to enter into this Agreement and perform its obligations have been taken. The person executing this Agreement is duly authorized to do so on behalf of Purchaser.

2. Purchaser has not violated any contract, agreement, or other instrument to which it is a party, nor any judicial order, judgment, or decree to which it is bound, by: (x) entering into this Agreement; (y) executing any documents required for Closing; or (z) performing any obligations necessary to consummate the transactions contemplated by this Agreement.

3. To Purchaser's knowledge, there are no actions, lawsuits, litigation, or proceedings are pending or threatened in any court or before any governmental or regulatory agency that would impair the Purchaser's ability to enter into or perform this Agreement.

4. Neither Purchaser nor, to Purchaser's knowledge, any direct or indirect owner of Purchaser is (i) identified on the OFAC List or (ii) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States.

5. SUBJECT TO SELLER'S REPRESENTATIONS IN THIS AGREEMENT, THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, AND PURCHASER DISCLAIMS ANY RELIANCE THEREON. PURCHASER ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY SELLER OR SELLER'S AGENTS OR CONTRACTORS, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

For purposes of this Section 11(b), Purchaser's "knowledge" refers to the actual (not constructive or implied) knowledge of the Purchaser's authorized representative, without independent investigation or inquiry. The Purchaser shall indemnify, defend, and hold harmless the Seller, its elected officials, employees, agents, contractors, successors, and assigns from any

and all liabilities, losses, claims, damages, causes of action, costs, expenses, and reasonable attorney fees arising from any breach of the Purchaser's covenants, warranties, or representations under this Agreement. The terms and conditions of this Section 11(b) shall survive Closing for a period of six (6) months.

12. RIGHT OF FIRST REFUSAL.

(a) After the Closing of this transaction and prior to the issuance of the first certificate of occupancy for the Property, if Purchaser receives a bona fide offer from a third party to purchase the Property and desires to accept such offer, Purchaser shall provide Seller with written notice of such offer, including all material terms and conditions (the "Offer Notice"). Seller shall have the right of first refusal to purchase the Property (the "Right of First Refusal") on the same terms and conditions as set forth in the Offer Notice. Seller must exercise this Right of First Refusal by delivering written notice to Purchaser within thirty (30) days following Seller's receipt of the Offer Notice.

(b) If Seller does not exercise its Right of First Refusal within the thirty (30) day period, Purchaser may sell the Property to the third party on the exact terms and conditions specified in the Offer Notice. If the terms of the sale are materially altered, including but not limited to the purchase price or timing of closing, Purchaser must reissue an updated Offer Notice to Seller, and Seller's Right of First Refusal shall be reinstated under the same terms as provided herein.

(c) If Purchaser mortgages the Property, Seller agrees to subordinate its Right of First Refusal to the mortgage, provided that such subordination is on terms and conditions reasonably acceptable to Seller. Purchaser shall provide Seller with the proposed subordination agreement in writing, and Seller shall execute and return such agreement within a reasonable period, not to exceed thirty (30) days from receipt, unless the terms are not commercially reasonable.

(d) Seller may, at its sole discretion and expense, memorialize and record a notice of its Right of First Refusal against the Property in the appropriate public records. Purchaser shall cooperate with Seller in executing and delivering any documents necessary to facilitate such recording.

13. CLOSING. The consummation of the transaction contemplated herein (the "Closing") shall occur not later than thirty (30) days following the later of: (i) the expiration of the Due Diligence Period or any Extension Period, as applicable, or; (ii) the satisfaction of the Purchaser Contingencies, Seller's Conditions to Closing (defined below) and Purchaser's Conditions to Closing (defined below) (such dated referred to as the "Closing Date").

The Parties recognize that Parcel 2 is to be transferred to the City by a third party and to the extent reasonably practical and reasonably feasible, the Closing for the Property shall be inclusive of Parcel 1 and Parcel 2. Notwithstanding anything to the contrary in this Agreement, however, the Parties agree to bifurcate the Closing as to Parcel 1 and Parcel 2 should the same be desired by either Party or required due to circumstances beyond the control of the City. To the

extent separate Closings are required for Parcel 1 and Parcel 2, the timing of the Closing on Parcel 2 shall be extended, if necessary, such that said Closing shall occur within sixty (60) days of the City acquiring title to Parcel 2, provided that all other conditions to Closing hereunder are satisfied and/or waived in accordance with the terms of this Agreement.

Notwithstanding any other provision to the contrary contained herein, Seller acknowledges and agrees that Purchaser shall have the right to accelerate a separate Closing on one or more defined areas of the Property, each identified as a "Phase" for the purposes of satisfying the timeline of a third party end user; provided that the Seller has approved of such end user's intended use of that defined area of the Property, such approval by Seller not to be unreasonably withheld, conditioned or delayed. In such event, Seller and Purchaser shall work together in good faith to complete the individual CRA and, if applicable, TIF agreements for such Phase and any necessary rezoning, replat and/or lot split to create a separate legal parcel for such Phase.

Seller shall bear 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, and (v) one-half (1/2) of the escrow fee due to Escrow Agent.

Purchaser shall bear the following fees and expenses incurred in connection with the Closing: (i) the cost of the title search and issuance of the Commitment, and all endorsements to the owner's Title Insurance Policy; (ii) all costs of Purchaser's due diligence; (iii) the full premium of the owner's Title Insurance 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:

(a) Seller shall deliver to Purchaser a recordable limited warranty deed as described above.

(b) Seller shall deliver to Purchaser an affidavit, in form reasonably satisfactory to Purchaser, stating that Seller is not a foreign person under Internal Revenue Code Section 1445.

(c) Seller shall furnish the Title Company and Purchaser 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.

(e) Seller shall deliver to the title company such other customary 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,

provided, however, that no such documents shall impose upon Seller any additional material obligations or require Seller to pay costs and expenses beyond those to be paid by Seller pursuant to this Agreement.

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

(g) Purchaser shall deliver to the Title Company a settlement statement in accordance with this Agreement.

(h) Purchaser shall delivery to the Title Company such other customary 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.

(i) Seller and Purchaser shall deliver to the Title Company executed originals of the CRA and, if applicable, TIF agreements.

14. REAL ESTATE COMMISSION. Seller and Purchaser each represent and warrant that they have not been represented by any broker in connection with the sale of the Property, and no commissions or fees are due to any broker or finder by reason of either party's actions in this matter. Seller and Purchaser shall each be responsible for all liability, if any, for any broker or finder fees payable with respect to the sale of the Property that are attributable to its respective actions.

15. 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 and the Earnest Money shall be returned to Purchaser.

16. 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, pr sent via national overnight courier (e.g., FedEx) for next day delivery, or by electronic transfer to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

(a) If to the Purchaser:

Granger Property Development, LLC
Attn: Greg Geisler
2211 Medina Road, Suite 100
Medina, Ohio 44256
Email: greg@prideone.cc

With Copy to:

The Law Offices of Phillip A. Helon
Attn: Phillip A. Helon, Esq.
2211 Medina Road, Suite 100
Medina, Ohio 44256
Email: pah@helonlaw.com

(b) If to the Seller:

City of Huber Heights
John Russell, Interim City Manager
6131 Taylorsville Road
Huber Heights, Ohio 45424
Email:_____

With Copy to:

City of Huber Heights
Christopher R. Conard, Law Director
Coolidge Wall
33 West First Street, Suite 200
Dayton, Ohio 45402
Email: conard@coollaw.com

17. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties. Purchaser may only assign this Agreement with the prior written consent of Seller, which consent from Seller shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Purchaser may designate a nominee at Closing for purposes of taking title to the Property per the deed from Seller without first obtaining Seller's consent.

18. 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 and is to take effect as a sealed instrument the date the last party signs said instrument. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This instrument is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns. 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 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.

19. 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.

20. Counterparts/Telecopy. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument; provided however, that this Agreement shall not be effective until signed by both Seller and Purchaser. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this Agreement.

21. Waiver of Jury Trial. PURCHASER AND SELLER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

22. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Ohio, without regard for its conflicts of laws principles.

23. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision shall be fully severable; the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement.

24. Tax-Deferred Exchange. Seller and Purchaser each reserve the right to effectuate the sale of the Property by means of an exchange of like-kind property which will qualify as such under Section 1031 of the Internal Revenue Code and the regulations promulgated thereunder. Seller and Purchaser expressly reserve the right to assign its rights, but not its obligations, hereunder to a qualified intermediary as provided in I.R.C. Reg. 1.1031(k)-1(g)(4) on or before the Closing Date. Upon written notice from Seller to Purchaser or Purchaser to Seller, the receiving party agrees to cooperate with other party to effect a like-kind exchange, provided that such exchange shall not delay the Closing Date, and the non-exchanging party shall not be required to bear any additional cost or liability in connection with such like-kind exchange.

25. CONDITIONS PRECEDENT TO CLOSING.

(a) The following shall be conditions precedent to Seller's obligation to consummate the Closing of the transaction contemplated by this Agreement (the "Seller's Conditions to Closing"):

1. Purchaser shall have performed all covenants, agreements and obligations and complied with all conditions required by this Agreement to be performed or complied with by Purchaser;

2. Purchaser's representations and warranties shall have been true and correct in all material respects when made, and shall be true and correct in all material respects at Closing;

3. Approval of this Agreement by Huber Heights City Council; and

4. Within thirty (30) days after the satisfaction and/or waiver of all other conditions precedent to Closing, Purchaser shall have delivered to Seller or the Title Company, as the case may be, all necessary and fully executed documents, in recordable form where applicable, and all settlement funds.

The Seller's Conditions to Closing set forth above are for the sole benefit of Seller, and may be waived in writing by Seller in its sole discretion. In the event of a failure of the Seller's Conditions to Closing set forth above (other than the approval of this Agreement by Huber Heights City Council), and if such failure is not cured within five (5) business days following written notice of such failure from Seller to Purchaser, Seller may terminate this Agreement within five (5) business days thereafter upon written notice to Purchaser in which event neither party shall have any further obligation to the other hereunder, except for such obligations as are expressly designated to survive the Closing or earlier termination of this Agreement, and the Earnest Money shall be paid to Seller.

(b) The following shall be conditions precedent to Purchaser's obligation to consummate the Closing of the transaction contemplated by this Agreement (the "Purchaser's Conditions to Closing"):

1. Seller shall have performed all covenants, agreements and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller;

2. Seller's representations and warranties shall have been true and correct in all material respects when made, and shall be true and correct in all material respects at Closing;

3. Within thirty (30) days after the satisfaction and/or waiver of all other conditions precedent to Closing, Seller shall have delivered to Purchaser or the Title Company, as the case may be, all necessary and fully executed documents, in recordable form where applicable, and satisfied all of the Title Company's customary requirements applicable to Seller in order to cause the issuance of the Title Insurance Policy insuring Purchaser's purchase of the Property, subject only to the Permitted Exceptions;

4. There shall have occurred no material adverse change to the Property.

The Purchaser's Conditions to Closing set forth above are for the sole benefit of Purchaser, and may be waived in writing by Purchaser in its sole discretion. In the event of a failure of any Purchaser's Conditions to Closing set forth above, and if such failure is not cured within five (5) business days following written notice of such failure from Purchaser to Seller, then notwithstanding anything herein to the contrary, under no circumstances shall Purchaser be deemed in default and Purchaser may terminate this Agreement within five (5) business days thereafter upon written notice to Seller, in which event the Earnest Money shall be refunded to Purchaser, and neither party shall have any further obligation to the other hereunder, except for such obligations as are expressly designated to survive the Closing or earlier termination of this Agreement.

[Signature Page Immediately Follows]

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

SELLER:

City of Huber Heights, Ohio, an Ohio municipal corporation

_____

John Russell, Interim City Manager

Date: _____

PURCHASER:

Granger Property Development, LLC, an Ohio limited liability company

_____

Greg Geisler, Authorized Signatory

Date: _____

RECEIPT AND AGREEMENT

Receipt is hereby acknowledged by Affiliates Title Group, LLC of the sum of Five Thousand and xx/100 Dollars ($5,000.00) as Earnest Money to be held subject to the terms of the above Agreement.

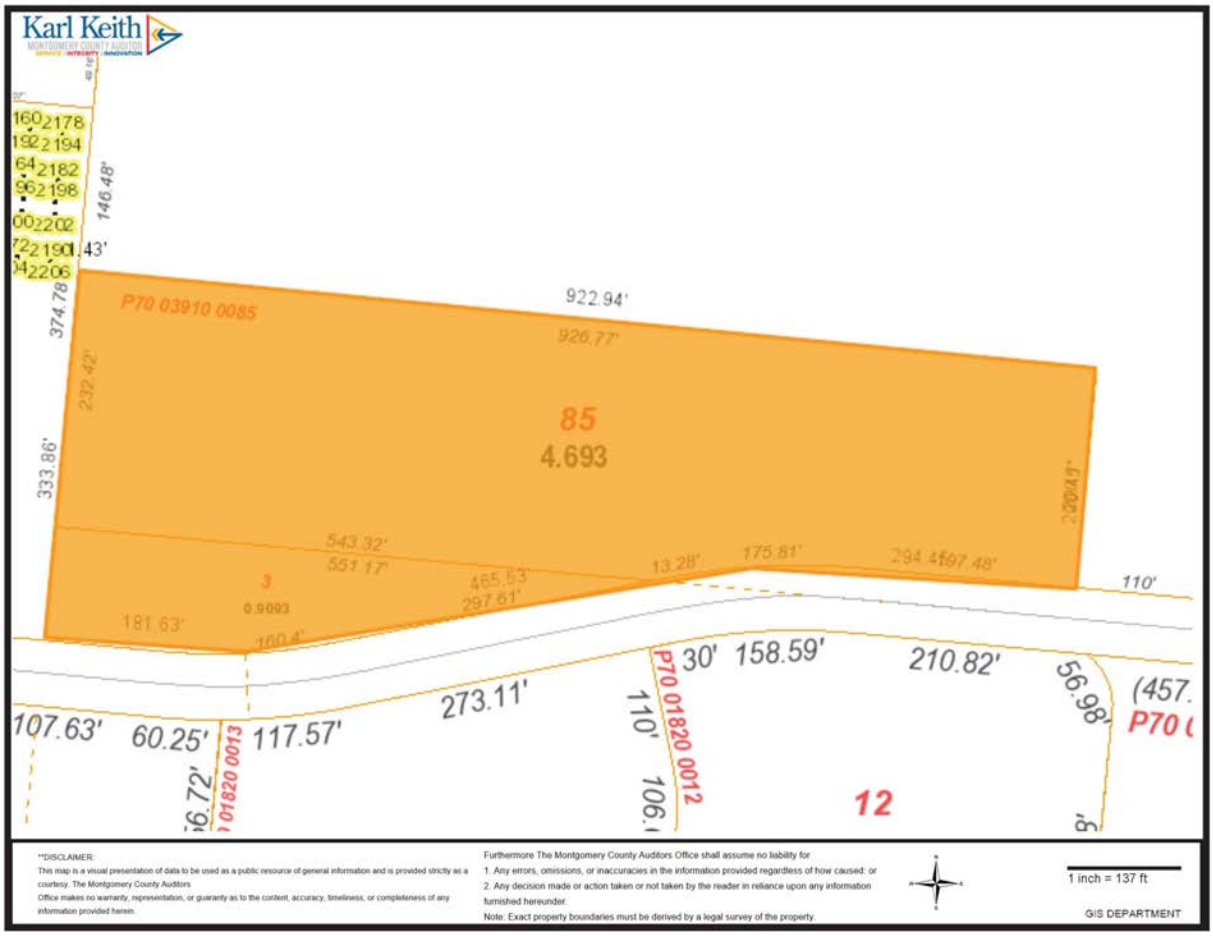
Affiliates Title Group, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

Exhibit A

[Legal Description of the Property to be confirmed by Title Commitment]

THE PROPERTY



AI-10489 **Topics Of Discussion** I.

Council Work Session

Meeting Date: 11/19/2024

Brandt Pike Roadway Improvements Project - Contract Modification

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services
Division: Engineering
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: None
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Brandt Pike Roadway Improvements Project - Contract Modification

Purpose and Background

This legislation authorizes a contract modification with The Kleingers Group for the Brandt Pike Roadway Improvements Project. It is necessary to increase the contract amount by $20,000 to a new total of $120,000 to reflect the addition of an eight-foot wide sidewalk and any other design revisions needed for the sidewalk installation. The Street Capital Fund will be used to cover the costs of this increase.

Fiscal Impact

Source of Funds:	Street Capital Fund
Cost:	$20,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT MODIFICATION WITH THE KLEINGERS GROUP FOR THE BRANDT PIKE ROADWAY IMPROVEMENTS PROJECT.

WHEREAS, the City Council had previously authorized the City Manager to enter into a contract with The Kleingers Group for the design of the Brandt Pike Roadway Improvements Project at a cost not to exceed $100,000.00; and

WHEREAS, it is necessary to increase the contract amount with The Kleingers Group to reflect the modification of the design to include the extension of eight-foot-wide sidewalk north to the intersection of Brandt Pike and Carriage Trails Parkway; and

WHEREAS, sufficient funds are available to cover the cost of the additional work.

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

Section 1. The City Manager is hereby authorized to increase the contract with The Kleingers Group for the Brandt Pike Roadway Improvements Project by $20,000.00 to a new total of $120,000.00.

Section 2. Authorization is hereby given to compensate The Kleingers Group for additional work already completed.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-10483 **Topics Of Discussion** **J.**

Council Work Session

Meeting Date: 11/19/2024

Brandt Pike Improvements/Carriage Trails Parkway - Solicit Bids

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services
Division: Engineering
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: None
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Brandt Pike Improvements/Carriage Trails Parkway - Solicit Bids

Purpose and Background

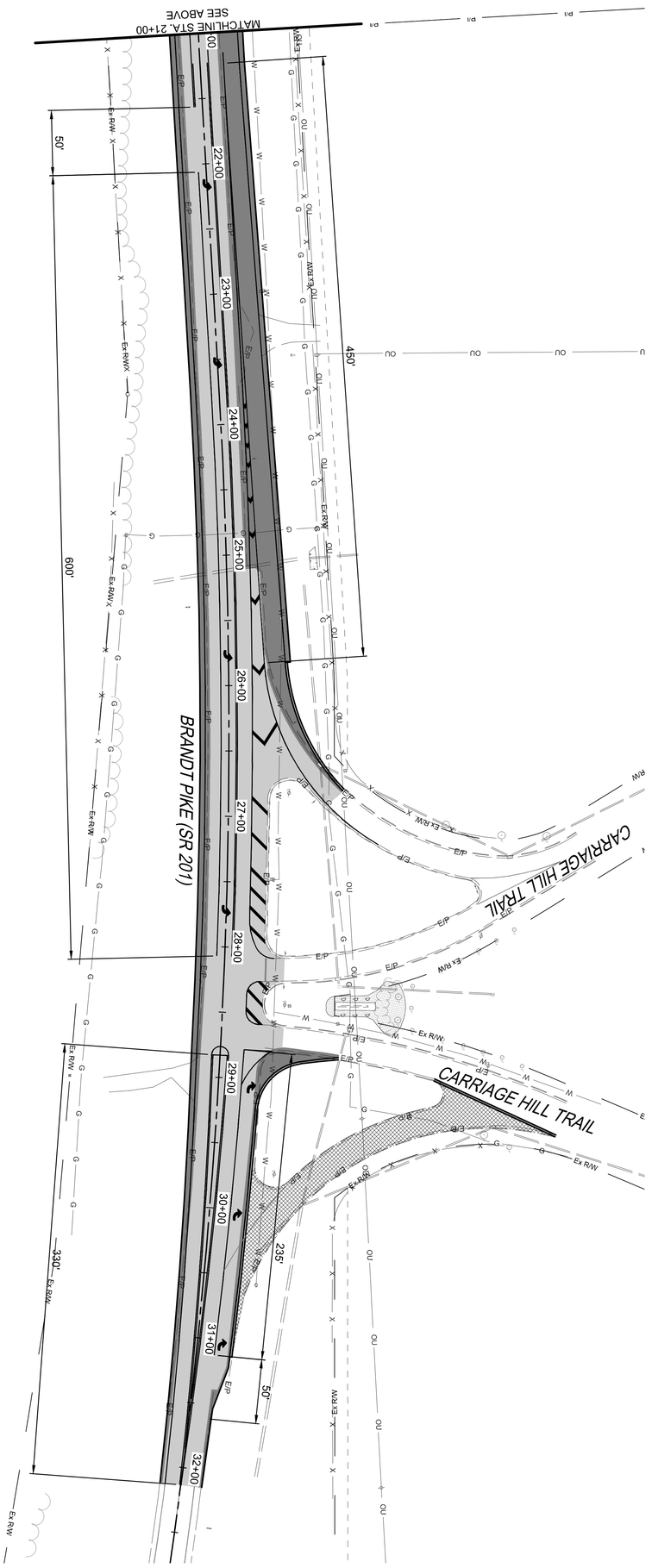
This legislation will permit the City to receive bid proposals for the Brandt Pike Roadway Improvements Project at the intersection with Carriage Trails Parkway. This project includes the widening of Brandt Pike to provide left turn and right turn access to Carriage Trails Parkway. Associated improvements include the addition of/or modification of pavement markings, signage, a new mast arm traffic signal, storm sewer improvements and curb and 8' sidewalk installation. The Capital Improvement Fund will be utilized for the construction of this project.

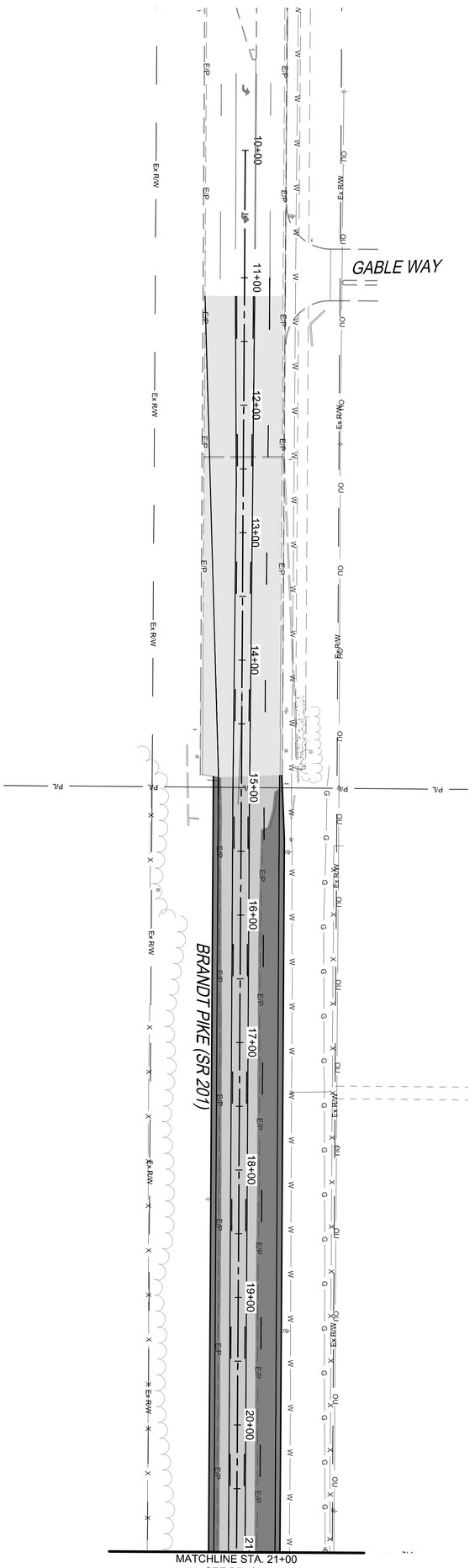
Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

Map
Resolution





PAVEMENT REMOVAL

FULL DEPTH ASPHALT PAVEMENT

MILL & OVERLAY

1
1
1

BRANDT PIKE IMPORVMEENTS AT CARRAIGE TRAILS

EXHIBIT

0 25 50 100

CALCULATED GAU

CHECKED YSY

THE KLEINGERS GROUP
CIVIL ENGINEERING
SURVEYING
LANDSCAPE ARCHITECTURE
www.kleingers.com
6219 Centre Park Dr.
West Chester, OH 45069
513.779.7851

H:\2023\231578\000_DWG_Sheets\231578TTRC000.dwg, 6/13/2024 11:38 AM, Greg Urasek

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE CONSTRUCTION OF THE BRANDT PIKE ROADWAY IMPROVEMENTS PROJECT AT THE INTERSECTION OF CARRIAGE TRAILS PARKWAY.

WHEREAS, the design and construction plans for the Brandt Pike Roadway Improvements Project at the intersection of Carriage Trails Parkway are being finalized; and

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

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

Section 1. The City Manager is authorized to solicit, advertise and receive responses from qualified firms for the construction of the Brandt Pike Roadway Improvements Project at the intersection of Carriage Trails Parkway at a cost not to exceed $1,700,000.00.

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-10484 **Topics Of Discussion** **K.**

Council Work Session

Meeting Date: 11/19/2024

2025 Water Main Replacement Project - Solicit Bids

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services
Division: Engineering

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: None
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2025 Water Main Replacement Project - Solicit Bids

Purpose and Background

This legislation will authorize the solicitation of bids for the 2025 Water Main Replacement Project. The design of this project is being finalized. The Water Fund will be utilized to construct this project.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

Map
Resolution

PROJECT ID	LOCATION	FOOTAGE (FT)
1	Kirkview	1,441
2	Pineview	682
3	Troy Manor	1,816
4	Monday Villas	892
5	Leawood	2,239
6	Leycross	1,565
7	Menlo	1,003
8	Luton	845
17	Rye	595
18	Barnard	1,132
18	Bergan	1,251
19	Naughton	1,083
20	Packard	776
21	Macon	636
21	Korner	1,387
21	Leston	2,991
21	Old Troy	286
APPROX. TOTAL FOOTAGE:		20,620

City of Huber Heights
WATER MAIN REPLACEMENT PROGRAM
2025 Projects

Prop Replacement
Existing Water Mains

Plot Date: 11/8/2024

N

Document Name: WaterMainReplacementProject2025_11x17Rev11082024

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE 2025 WATER MAIN REPLACEMENT PROGRAM.

WHEREAS, City Staff have identified water lines within the City which are in need of replacement; and

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

WHEREAS, the Water Fund is 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 responses from qualified firms for the construction of the 2025 Water Main Replacement Program at a cost not to exceed $6,000,000.00.

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-10481 **Topics Of Discussion** **L.**

Council Work Session

Meeting Date: 11/19/2024

Chambersburg Road West Improvements Project - Right Of Way Acquisition - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services **Division:** Engineering

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Chambersburg Road West Improvements Project - Right Of Way Acquisition - Award Contract

Purpose and Background

This legislation will authorize the City Manager to enter into a contract with Environmental Design Group for acquisition services to acquire the right of way needed to widen Chambersburg Road from Old Troy Pike going west to the City corporation line at a cost not to exceed $139,000. Environmental Design Group is an ODOT pre-qualified company that has trained personnel and expertise to perform this type of service. It is important that this project moves forward expeditiously to ensure that the grant funding will not be placed in jeopardy. This legislation will also allow the City to acquire the needed right of way, grading, drainage, slope, and temporary easements for this project at a total cost not to exceed $250,000.

Fiscal Impact

Source of Funds:	Capital Fund
Cost:	$389,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES AND TO ACQUIRE NEEDED RIGHT OF WAY, DRAINAGE, SLOPE, AND TEMPORARY EASEMENTS FOR THE CHAMBERSBURG ROAD WEST IMPROVEMENTS PROJECT.

WHEREAS, the City desires to acquire the right of way for the Chambersburg Road West Improvements Project; and

WHEREAS, it is necessary to obtain outside right of way acquisition services that are Ohio Department of Transportation (ODOT) pre-qualified to acquire the right of way; and

WHEREAS, Environmental Design Group has been determined to be the most qualified firm for the project.

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 Environmental Design Group to acquire the right of way for the Chambersburg Road West Improvements Project at a cost not to exceed $139,000.00.

Section 2. The City Manager is hereby authorized to acquire needed right of way parcels, drainage, slope, and temporary easements for the Chambersburg Road West Improvements Project at a total cost not to exceed $250,000.00.

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-10480 **Topics Of Discussion** **M.**

Council Work Session

Meeting Date: 11/19/2024

Chambersburg Water Standpipe Painting Project - Solicit Bids

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services
Division: Engineering
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: None
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Chambersburg Water Standpipe Painting Project - Solicit Bids

Purpose and Background

This legislation will allow for soliciting, advertising, and receiving bids for the painting of Chambersburg Water (Standpipe) Tower. The Water Fund will be utilized to construct this project at a cost not to exceed $700,000.

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


HEMINGWAY RD
CHAMBERSBURG WATER TOWER
N
CHAMBERSBURG RD
BRANDT PIKE
LOCATION MAP
6401
6405
6409
6413
6417
6421
6425
6429
6433
6441
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6553
6551
6185
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6385
6500
6280
6290
6494

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO 2024-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE CHAMBERSBURG WATER STANDPIPE PAINTING PROJECT.

WHEREAS, the Chambersburg Water Standpipe is in need of rehabilitation; and

WHEREAS, the City Council is determined to proceed with this repainting during the 2025 construction season; and

WHEREAS, the Chambersburg Water Standpipe Painting Project is included in the City's Capital Improvement Program.

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

Section 1. The City Manager is hereby authorized to solicit, advertise, and receive responses from qualified firms for the Chambersburg Water Standpipe Painting Project at a cost not to exceed $700,000.00.

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-10482 **Topics Of Discussion** **N.**

Council Work Session

Meeting Date: 11/19/2024

Richard F. Shomper City Governance Center Project - Phase II - Award Contract

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services
Division: Engineering
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: None
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Richard F. Shomper City Governance Center Project - Phase II - Award Contract

Purpose and Background

This legislation will authorize the City Manager to enter into a contract with Arcon Builders as the lowest and best bidder for the construction of the administration offices of the new Richard F. Shomper City Governance Center. The construction of Phase II will coincide with the Phase I construction. The Capital Fund financed with notes will be utilized for this project at a cost not to exceed $1,774,500.

Fiscal Impact

Source of Funds:	Capital Fund
Cost:	$1,774,500
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Bid Results
Resolution

CITY OF HUBER HEIGHTS

HUBER HEIGHTS GOVERNANCE CENTER PHASE II

BID RESULT

BID DATE: NOVEMBER 4, 2024

CONTRACTOR'S NAME	BID AMOUNT
Arcon Builders, Ltd	$1,774,500.00
	Bid Bond - Yes
Lehman Daman Construction	$1,880,000.00
	Bid Bond - Yes

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT FOR THE CONSTRUCTION OF THE RICHARD F. SHOMPER CITY GOVERNANCE CENTER - PHASE II.

WHEREAS, the City Council under Resolution No. 2024-R-7466 has previously authorized the solicitation of bids for the construction of the Richard F. Shomper City Governance Center - Phase II; and

WHEREAS, construction bids were received on November 4, 2024; and

WHEREAS, the City Council desires that Phase II coincide with the completion of Phase I of the project; and

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

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

Section 1. The City Manager is hereby authorized to enter into a contract for the construction of the Richard F. Shomper City Governance Center - Phase II with Arcon Builders as the lowest and best bidder at a cost not to exceed $1,774,500.00 on the terms and conditions as substantially set forth in the bid documents.

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-10493 **Topics Of Discussion** **O.**

Council Work Session

Meeting Date: 11/19/2024

Canal Heights - Development Agreement

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Canal Heights - Development Agreement

Purpose and Background

This resolution authorizes the City Manager to enter into a development agreement with Forestart (USA) Real Estate Group to facilitate the Canal Heights development project consisting of 283 single-family for-sale homes on Chambersburg Road. The anticipated sales price for each home is anticipated to be between $325,000 and $380,000. The City will provide various incentives to help defray the public infrastructure costs including CRA exemptions, TIF, and revenue bonds serviced through minimum service payments over the CRA exemption period. The developer will donate approximately 90 acres to the City for the construction of a new park and recreation trails.

Fiscal Impact

Source of Funds: Minimum Service Payments (Revenue)

Cost: N/A

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH FORESTAR (USA) REAL ESTATE GROUP, INC. FOR THE CANAL HEIGHTS DEVELOPMENT PROJECT.

WHEREAS, the City of Huber Heights (the "City") and Forestar (USA) Real Estate Group, Inc. (the "Developer") intend to enter into a Development Agreement (the "Agreement"); and

WHEREAS, the Agreement provides for the development of approximately 168 acres of real property located on Chambersburg Road, identified as Parcel Numbers P70 04008 0004 and P70 04008 0006 on the Montgomery County Auditor's Map; and

WHEREAS, the Developer proposes to construct approximately 283 units of for-sale single-family housing (the "Project"); and

WHEREAS, the City and the Developer have agreed to enter into the Agreement, attached hereto as Exhibit A, to facilitate the construction of the Project, including the provision of development incentives such as real property tax exemptions and issue one or more revenue bonds; and

WHEREAS, the City Council finds that executing and delivering the Agreement is in the best interest of the City as it will foster economic development, create new jobs, and improve the overall economic welfare of the residents of the City of Huber Heights and the State of Ohio.

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

Section 1. The Development Agreement between the City of Huber Heights and Forestar (USA) Real Estate Group, Inc., attached hereto as Exhibit A, providing for the construction of the Canal Heights Development Project and the associated development incentives, including real property tax exemptions and revenue bonds, is hereby approved. The City Manager is authorized to make any changes to the Agreement that are consistent with this Resolution and not substantially adverse to the City. Such changes shall be approved by the City Manager and reviewed by the Law Director.

Section 2. The City Manager is hereby authorized, on behalf of the City, to execute the Agreement. Any changes made to the Agreement that are not substantially adverse to the City, as determined by the City Manager and approved by the Law Director, shall be conclusively evidenced by the execution of the Agreement.

Section 3. The City Manager, Director of Finance, Law Director, Clerk of Council, and any other appropriate City officials are hereby authorized and directed to prepare, execute, and sign all necessary agreements and documents, and to take any actions required to implement this Resolution.

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

Exhibit A

DEVELOPMENT AGREEMENT

by and between

CITY OF HUBER HEIGHTS, OHIO

and

FORESTAR (USA) REAL ESTATE GROUP INC.

relating to

SINGLE FAMILY RESIDENTIAL DEVELOPMENT

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dated as of

_____, 2024

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DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "***Agreement***") is made and entered into this _____ day of _____, 2024 (the "***Effective Date***") by and between the CITY OF HUBER HEIGHTS, OHIO (the "***City***"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "***State***") and its Charter and FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (the "***Developer***" and together with the City, the "***Parties***" and each of the Parties individually referred to herein as a "***Party***"), under the circumstances summarized in the following recitals (terms used but not defined in the Recitals shall have the meaning set forth in Section 1.2):

RECITALS

WHEREAS, the Developer has acquired or intends to acquire certain real property within the City (which real property is depicted on **EXHIBIT A** which is attached hereto and incorporated herein by reference and such real property is collectively referred to herein as the "***Developer Property***") and the Developer proposes to construct, or cause to be constructed, thereupon 283 single-family residential lots (the "***Development Project***"), which is expected to facilitate the construction of 283 single-family residences upon such lots (collectively with the Development Project, the "***Project***"); and

WHEREAS, the Developer has determined that certain Public Improvements will need to be constructed and certain real property tax incentives will need to be provided by the City to support the Project; and

WHEREAS, the City has determined that the Project is expected to result in the creation of housing for its residents; and

WHEREAS, the City has determined that in consideration for the Developer's agreement to construct or cause the construction of the Development Project which is expected to provide housing for the City's residents, the City will provide for certain real property tax incentives and issue one or more series of revenue bonds for the purpose of paying the costs of certain Public Improvements which will directly benefit the Project, and will construct, or cause to be constructed, those Public Improvements; and

WHEREAS, the City Council has heretofore adopted Resolution No. 89-R-731 on May 1, 1989 (the "***Original CRA Resolution***"), which was subsequently amended by the adoption of Resolution No. 2003-R-4060 on October 27, 2003 (the "***First Amending CRA Resolution***") and by Resolution No. 2024-R-____ on _____ ___, 2024 (together with the Original Resolution and the First Amending CRA Resolution, the "***CRA Resolution***"), declaring a certain area within the City, which area currently includes the Developer Property, to be a Community Reinvestment Area ("***CRA #3***") within the meaning of the CRA Statute and provided that qualifying structures constructed within CRA #3 would be eligible for a real property tax exemption of up to 100% for up to 15 years; and

WHEREAS, the City has determined that the public infrastructure is inadequate to serve the needs of the Project, and in order to facilitate the construction of the Public Improvements, the City desires to enact the TIF Ordinance under the TIF Statute whereby it will create multiple tax

increment financing incentive districts and declare that one-hundred percent (100%) of the increase in assessed value of the Developer Property will be a public purpose and exempt from real property taxation in accordance with the TIF Statute for a period of thirty (30) years; and

WHEREAS, the TIF Ordinance will provide that the owners of the Developer Property will make Statutory Service Payments with respect to the Developer Property; and

WHEREAS, pursuant to this Agreement and the Declaration, the Developer, on behalf of itself for so long as it owns the Developer Property and on behalf of future owners of the Developer Property, will also make Minimum Service Payments with respect to the Developer Property; and

WHEREAS, the City has determined that a portion of the Statutory Service Payments will be used to fully reimburse the Huber Heights City School District and the Miami Valley Career Technology Center for the portion of the exempted real property taxes that each of those school districts would have received but for the TIF Exemptions and acknowledges that an additional portion of the Statutory Service Payments will be paid to certain other taxing authorities pursuant to the TIF Statute and the TIF Ordinance; and

WHEREAS, the City has determined that it will also use the Pledged Net Statutory Service Payments and the Minimum Service Payments to pay the Administrative Costs and to secure the Debt Service on the Bonds to be issued by the City to finance the costs of the Public Improvements; and

WHEREAS, the Parties have determined to enter into this Agreement to facilitate the Project, to provide for certain real property tax incentives, to provide for the collection of Statutory Service Payments and Minimum Service Payments and to provide for the construction of certain related Public Improvements;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

(END OF RECITALS)

ARTICLE I

DEFINITIONS

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

Section 1.2 Definitions. As used herein:

"***Administrative Costs***" means such reasonable costs (*i.e.*, accounting, Bond Trustee, financial, legal and third-party administrators) incurred by the City in connection with the administration and collection of the Net Statutory Service Payments and the Minimum Service Payments and the issuance of the Bonds.

"***Aggregate Amount Available for Debt Service***" means that term as defined in Section 6.3(b)(iii).

"***Aggregate CRA Exemption Valuation***" means that term as defined in Section 6.3(b)(ii).

"***Aggregate Developed Parcels Payments***" means that term as defined in Section 7.5(b)(i).

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

"***Annual Debt Service Requirement***" means, for any computation period, an amount equal to the actual amount of Debt Service payable on the outstanding Bonds.

"***Authorized City Representative***" means initially the City Manager of the City. The City may from time to time provide a written certificate to the Developer signed on behalf of the City by the City Manager designating an alternate or alternates who has the same authority, duties and powers as the initial Authorized City Representative.

"***Authorized Developer Representative***" means initially William E. Miller, III, in the capacity as Vice President – Real Estate Investments & Development for the Developer. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer by its President or General Counsel designating an alternate or alternates or a substitute who has the same authority, duties and powers as the initial Authorized Developer Representative.

"***Bond Trustee***" means U.S. Bank Trust Company, National Association, or such other successor trustee appointed by the City to serve as trustee for the Bonds.

"***Bonds***" means, collectively, each series of bond anticipation notes or bonds issued by the City to pay the costs of any Phase of the Public Improvements. It is anticipated that the City will issue a separate series of Bonds for each Phase of the Public Improvements.

"***City***" means the City of Huber Heights, Ohio, an Ohio municipal corporation.

"***City Attorney***" means the City Attorney of the City (including such person serving in an acting or interim capacity).

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

"***City Council***" means the City Council of the City.

"***City Default***" shall have the meaning set forth in Section 8.2.

"***City Manager***" means the City Manager of the City (including such person serving in an acting or interim capacity).

"***City's Portion of the Cost of the Work***" means such portion of the Cost of the Work which will be paid from proceeds of the Bonds.

"Common Element" means those lands and assets held in ownership by the Developer, or its successors, which collectively and equally benefit all successive owners of the Project and to which all successive owners shall have equal access to and ownership therein.

"***Completion Certificate***" has the meaning set forth in Section 5.4(d).

"***Construction Documents***" means, collectively, this Agreement and the Drawings and Specifications as such documents may be revised or supplemented from time to time with the approval of the Authorized City Representative and the Authorized Developer Representative, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Improvements and when completed, will be placed on file with the Authorized City Representative on behalf of the City. As the context may require, Construction Documents may also refer to the documents described above which are prepared in connection with a specific Phase of the Public Improvements.

"***Construction Account***" has the meaning set forth in Section 5.4(t)(i).

"***Cost of the Work***" means, as the case may be, the actual costs of the design and construction of the Public Improvements. Cost of the Work may include construction labor and material costs, related permit and inspection fees, design and engineering fees as approved by the Engineer, site preparation costs, legal fees related to the review of project construction documents, and other costs necessary and appurtenant thereto, all as further described in the approved Construction Documents. As the context may require, Cost of the Work may also refer to the specific amounts described above which are incurred in connection with the construction of a specific Phase of the Public Improvements.

"***County***" means the County of Montgomery, Ohio.

"***County Auditor***" means the County Auditor of the County (including such person serving in an acting or interim capacity).

"***County Recorder***" means the County Recorder of the County (including such person serving in an acting or interim capacity).

"***County Treasurer***" means the County Treasurer of the County (including such person serving in an acting or interim capacity).

"***Coverage Factor***" means an amount equal to one hundred twenty-five percent (125%).

"***CRA #3***" means the City's Community Reinvestment Area #3 which was created pursuant to the CRA Resolution.

"***CRA Resolution***" means, collectively, Resolution No. 89-R-731, adopted by City Council on May 1, 1989, Resolution No. 2003-R-4060, adopted by City Council on October 27, 2003 and Resolution No. 2024-R-____, adopted by City Council on _____ ___, 2024 which created CRA #3 and generally makes provision for exemptions from real property taxation of up to 100% of the assessed valuation of a new structure or remodeling of an existing structure located within CRA #3 for a period of up to 15 years (each a "***CRA Exemption***"), all in accordance with the requirements of the CRA Statute.

"***CRA Statute***" means, collectively, Ohio Revised Code Sections 3735.65 *et seq*., and those sections as each may hereafter be amended from time to time.

"***Debt Service***" means the payment of principal of and interest on the Bonds.

"***Debt Service Coverage Requirement***" means that term as defined in Section 6.3(b)(iv).

"***Declaration***" shall have the meaning set forth in Section 7.6.

"***Developed Parcel***" has the meaning set forth in Section 7.5(b)(i).

"***Developer***" means Forestar (USA) Real Estate Group Inc., a Delaware corporation.

"***Developer Default***" shall have the meaning set forth in Section 8.1.

"***Developer Mortgage***" shall have the meaning set forth in Section 9.5.

"***Developer Mortgagee***" shall have the meaning set forth in Section 9.5.

"***Developer's Portion of the Cost of the Work***" means such portion (if any) of the Cost of the Work in excess of the City's Portion of the Cost of the Work.

"***Drawings and Specifications***" has the meaning set forth in Section 5.4(g).

"***Effective Date***" means the date as defined in the preamble of this Agreement.

"***Engineer***" means the City Engineer (including such person serving in an acting or interim capacity), or any architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by the City with the consent of the Authorized Developer Representative, which consent may not be unreasonably withheld or delayed.

"***Engineer's Completion Certificate***" has the meaning set forth in Section 5.4(d)(ii).

"***Force Majeure***" has the meaning set forth in Section 8.5.

"***Minimum Service Payments***" means the minimum service payments which will be paid by the respective owners of the Developer Property from time to time pursuant to and in accordance with Ohio Revised Code Section 5709.91 and this Agreement (particularly Section 7.5).

"***Net Statutory Service Payments***" means that portion of the Statutory Service Payments which the City receives following those payments which are required to be paid pursuant to the TIF Statute and the TIF Ordinance to any other taxing authority, including but not limited to, the Huber Heights City School District and the Miami Valley Career Technology Center.

"***Notice Address***" means:

as to the City:

City of Huber Heights, Ohio
6131 Taylorsville Road
Huber Heights, Ohio 45424
Attention: City Manager
Telephone: (937) 233-1423
Email: jrussell@hhoh.org

as to the Developer:

Forestar (USA) Real Estate Group Inc.
Attention: Bill Miller
1900 Polaris Parkway – Suite 450
Columbus, Ohio 43240
Telephone: (317) 903-9273
Email: billmiller@forestar.com

With copies to:

Forestar (USA) Real Estate Group Inc.
Attention: Mark Connor
9292 N. Meridian Street, Suite 211
Indianapolis, Indiana 46260
Email: MarkConnor@forestar.com

Forestar (USA) Real Estate Group Inc.
Attention: Jeff Pape
9292 N. Meridian Street, Suite 211
Indianapolis, Indiana 46260
Email: JeffPape@forestar.com

Forestar (USA) Real Estate Group Inc.
Attention: Michael Miller
9292 N. Meridian Street, Suite 211
Indianapolis, Indiana 46260
Email: MichaelMiller@forestar.com

Dinsmore & Shohl LLP
Attention: Charles E. Baverman III, Esq.
255 E. Fifth Street, Suite 1900
Cincinnati, Ohio 45202
Email: charles.baverman@dinsmore.com

"***Phase***" means, and the context may require, (i) in reference to the separate phases of the Development Project, such particular phase as described in Section 4.2 and (ii) in reference to the separate phases of the Public Improvements, such particular phase as described on **EXHIBIT C**.

"***Pledged Net Statutory Service Payments***" means such portion of the Net Statutory Service Payments which were paid in respect of either (a) a Developed Parcel and relate to any tax year until the first tax year following the expiration of a CRA Exemption applicable to that Developed Parcel or (b) an Undeveloped Parcel.

"***Public Improvements***" means, collectively, the five phases of public infrastructure improvements as are more fully described on **EXHIBIT C,** which is attached hereto and incorporated herein by reference.

"***Request for Payment***" means the form of certificate substantially in a form as set forth on **EXHIBIT B** and which details all or a portion of the City's Portion of the Cost of the Work for a particular Phase of the Public Improvements and for which the Developer seeks payment from proceeds of the related series of Bonds issued by the City.

"***Statutory Service Payments***" means the service payments in lieu of taxes which will be paid by the respective owners of the Developer Property pursuant to and in accordance with Ohio Revised Code Section 5709.42.

"***State***" means the State of Ohio.

"***TIF Exemption***" and "***TIF Exemptions***" have the meaning set forth in Section 7.3.

"***TIF Fund***" means the municipal public improvement tax increment equivalent fund created pursuant to the TIF Ordinance and into which the Statutory Service Payments received by the City will be deposited.

"***TIF Ordinance***" means, collectively, one or more ordinances to be passed by City Council pursuant to Ohio Revised Code Section 5709.40(C) which will declare that 100% of the increase in the assessed value of the Developer Property with respect to each Phase of the Development Project subsequent to the effective date of any such ordinance to be a public purpose and exempt from taxation in accordance with the requirements of the TIF Statute.

"***TIF Statute***" means, collectively, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43.

"***Undeveloped Parcel***" has the meaning set forth in Section 7.5(b)(ii).

"***Work***" means, as the case may be, the design and construction of the Public Improvements in accordance with this Agreement.

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

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

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

Section 1.4 Conflicts between this Agreement and Other Construction Documents. Where there is a conflict between this Agreement and the Construction Documents, the conflict will be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement. If an item is shown on the Drawings and Specifications but not specified, the Developer will provide the item of the same quality as similar items specified, as determined by the Engineer. If an item is specified but not shown on the Drawings and Specifications, it will be located as directed by the Engineer.

(END OF ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1 **General Agreement Among Parties**. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, financing, construction, acquisition and installation of the Development Project and the Public Improvements, the provision of related tax incentives and the collection of the Statutory Service Payments and the Minimum Service Payments.

Section 2.2 **No Agency Relationship**. The City and the Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, the Developer acts as an independent contractor of the City and not as an agent of the City.

Section 2.3 **Term of Agreement**. This Agreement shall become effective as of the Effective Date and will continue until the Parties' respective obligations set forth herein have been fulfilled, unless earlier terminated in accordance with this Agreement.

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

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

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

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

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

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

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

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

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

(h) For purposes of this Section 3.1, the term "*knowledge*" means the actual knowledge of the City Manager, without further investigation, as of the Effective Date.

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

(a) It is a for profit corporation duly organized and validly existing under the applicable laws of the State of Delaware and is registered as a foreign corporation with the Ohio Secretary of State.

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

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

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

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

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

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

(h) For purposes of this Section 3.2, the term "*knowledge*" means the actual knowledge of William E. Miller, III, in his capacity as Vice President – Real Estate Investments & Development for the Developer, without a duty to investigate.

(END OF ARTICLE III)

ARTICLE IV

DEVELOPMENT PROJECT

Section 4.1 **General**. The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, finance and construct, or cause to be designed, financed and constructed, the Development Project, which is anticipated to be constructed in Phases as set forth below, and to perform any and all of its duties and obligations relating to the Development Project in a manner consistent with this Agreement, subject to market conditions as they may exist from time to time during the term of this Agreement.

Section 4.2 **Scope and Timing of Development Project**.

(a) General. The Parties acknowledge and agree that the Development Project is expected to be completed in five (5) separate Phases. The Phases are expected to be completed as follows:

(i) Phase 1 will consist of 71 single-family residential lots (38 51-foot lots and 33 70-foot lots) with an anticipated average sales price of $325,000 per residence on a 51-foot lot and $380,000 per residence on a 70-foot lot and with final buildout completions beginning on or about July, 2026,

(ii) Phase 2 will consist of 46 single-family residential lots (35 51-foot lots and 11 70-foot lots) with an anticipated average sales price of $325,000 per residence on a 51-foot lot and $380,000 per residence on a 70-foot lot and with final buildout completions beginning on or about March, 2027,

(iii) Phase 3 will consist of 38 single-family residential lots (all 51-foot lots) with an anticipated average sales price of $325,000 per residence on a 51-foot lot and $380,000 per residence on a 70-foot lot and with final buildout completions beginning on or about December, 2027,

(iv) Phase 4 will consist of 72 single-family residential lots (55 51-foot lots and 17 70-foot lots) with an anticipated average sales price of $325,000 per residence on a 51-foot lot and $380,000 per residence on a 70-foot lot and with final buildout completions beginning on or about July, 2028, and

(v) Phase 5 will consist of 56 single-family residential lots (19 51-foot lots and 37 70-foot lots) with an anticipated average sales price of $325,000 per residence on a 51-foot lot and $380,000 per residence on a 70-foot lot and with final buildout completions beginning on or about June, 2029.

(b) Annual Updates. Until the Development Project has been fully completed in accordance with this Agreement, no later than July 1st of each year, the Developer shall provide to the City a written update of the information set forth in Section 4.2(a).

(c) Job Creation. The Developer anticipates that approximately 100 to 150 temporary jobs will be created in connection with the construction of the Development Project.

(d) Market Valuation. The Developer anticipates that the Development Project will have a market valuation (for purposes of real property taxation) of at least $22 million upon completion of all five Phases.

Section 4.3 Donation of Real Property by Developer to City. No later than December 31, 2026, the Developer agrees to donate to the City, which donation shall be evidenced by documentation which shall have been approved by the City, approximately 90.7 acres of real property (which real property is depicted on **EXHIBIT D** which is attached hereto and such real property is referred to herein as the "***Donated Property***"). Said donation shall occur on the earliest date mutually convenient to both the Developer and the City.

Section 4.4 Submittal of Plans for Development Project. In connection with each Phase of the Development Project, the Developer shall prepare and submit a site plan and related development plan(s) to the City, in such detail as is reasonably necessary for review and approval by appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances. The City agrees that those reviews and approvals shall not be unreasonably conditioned, delayed or withheld.

Section 4.5 Developer Obligations. The Developer shall be responsible for developing the Development Project in accordance with the detailed development plan(s), as may be modified from time to time, and as such plan(s) is approved by the City as hereinbefore; *provided that*, notwithstanding anything in this Agreement to the contrary, the Developer's obligations with respect to each Phase of the Development Project shall not commence until Bonds have been issued and funds sufficient to pay for the City's Portion of the Cost of the Work for the applicable Phase of the Public Improvements have been deposited into the Construction Account.

Section 4.6 Permits. Prior to commencing construction of each Phase of the Development Project, the Developer shall obtain all necessary permits from all levels of government having jurisdiction over the Development Project to allow the Developer to build and develop that Phase of the Development Project consistent with the detailed development plan(s) for the Development Project. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

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

Section 4.8 Provision of City Services. The City agrees to provide to the Development Project all City services usually and customarily provided by the City, including but not limited to, fire and police protection and road maintenance; *provided, however*, the City shall not be required to construct and install improvements related to the provision of those services except as otherwise provided herein.

Section 4.9 Insurance and Bonds. The Developer or its contractors and subcontractors shall provide insurance coverage and surety bonds during the course of construction of the Development Project only if and as otherwise required by the City Codified Ordinances and other applicable development regulations.

Section 4.10 Compliance with Laws. In connection with the construction of the Development Project and in performing its obligations under this Agreement, the Developer agrees that it shall comply with, and require all of its employees, agents, contractors and consultants to comply with, all applicable federal, state, county, municipal (including City Codified Ordinances) and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Development Project or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or legally binding upon the Developer, at any time in force affecting the Development Project or any part thereof.

Section 4.11 Expeditious Completion of the Development Project. The Parties agree that the expeditious completion of the Development Project will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Development Project in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Development Project; *provided*, *however*, the Developer acknowledges and agrees that the various approvals of the City relating to planning and zoning described in this Article IV shall not be effective until approved by the appropriate body as contemplated hereby. The Parties each agree that the City shall have no responsibility relative to the marketing or sale of the real property or improvements thereto within the Development Project.

(END OF ARTICLE IV)

ARTICLE V

CONSTRUCTION OF PUBLIC IMPROVEMENTS

Section 5.1 General. The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, construct and install the Public Improvements, which are expected to be constructed and installed in various Phases, and to perform any and all of its duties and obligations relating to the Public Improvements in a manner consistent with this Agreement in order that the portion of the Public Improvements required for access to each Phase of the Development Project will be open and available to the public on or before the date on which a certificate of occupancy is issued for that Phase of the Development Project, and it will perform any and all of its duties and obligations relating to the Public Improvements in a manner consistent with this Agreement.

Section 5.2 Installation of Utilities and Roadways. The Developer shall be responsible for the following with respect to the Development Project:

(a) Water. Except as otherwise included as a Public Improvement, at no cost to the City, it shall be the obligation of the Developer to construct the water lines, hydrants, valves, irrigation systems and related appurtenances within the Development Project, which water lines, hydrants, valves, irrigation systems and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements.

(b) Sanitary Sewer. Except as otherwise included as a Public Improvement, at no cost to the City, it shall be the obligation of the Developer to construct the sanitary sewer lines and related appurtenances within the Development Project, which sanitary sewer lines and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements.

(c) Storm Sewer. Except as otherwise included as a Public Improvement, at no cost to the City, the Developer shall provide to the City storm sewer drainage easements, as necessary, and will dedicate a storm sewer collection system and related onsite and offsite regional detention and/or retention ponds to the City which will be designated on the detailed development plan(s) and plat(s) for the Development Project. The exact location and size of such storm sewer drainage easements and regional ponds shall be determined by the detailed development plan(s) and final plat(s) as approved by the City, consistent with the zoning thereof, as herein provided, engineering standards and all other applicable rules and regulations.

Specific to the Development Project, the City shall assume maintenance responsibilities for the underground storm sewer pipes while the Developer, or its successors or any homeowners' association(s) at the Developer's election, shall be responsible for the maintenance of all other components of the storm sewer collection system including related onsite and offsite regional detention and/or retention ponds to the

City which will be designated on the detailed development plan(s) and plat(s) for the Development Project.

Developer shall provide in any recorded association documents for the Developer Property executed by the Developer a provision substantially as follows: "Notwithstanding anything contained in this Declaration to the contrary, the City of Huber Heights, Ohio in its sole discretion, shall have the right, but not the obligation, to maintain, repair and/or replace any of the Common Elements in need of maintenance, repair and or replacement, if the Association fails to do so. In the event the City of Huber Heights maintains, repairs and/or replaces a Common Element, the City shall have the right to levy a special assessment against the Association, or directly to each benefitting Lot Owner, for the actual costs incurred for the undertaking of such maintenance, repair and/or replacement. The Developer, and each Owner by acceptance of a deed or other instrument of conveyance for a Lot, expressly assents and consents to such special assessment by the City. The City and its employees and contractors shall have a perpetual right of entry for the purpose of maintenance, repair and replacement of such Common Elements described herein, as well as the right to maintain drainage areas and facilities, sump drains, and other facilities that are the responsibility of individual Owners in which case the City's special assessment shall be charged to the affected Lot as an individual assessment. The provision of this Section shall not be subject to any termination, amendment or modification without the written consent of the City of Huber Heights."

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

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

(e) Cross Easements for Utility Services. The Parties agree among themselves to grant, without charge, reciprocal cross-easements or easements to public or private utilities, as appropriate, for construction of utilities described in this Section 5.2, or other public or private utilities to service the Developer Property; *provided*, *however*, that all easements shall be within or adjacent to the various proposed public roads or driveway rights-of-way, as set forth on the revised basic development plan(s) for the Development Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Developer Property. Easements for surface drainage shall follow established watercourses, unless otherwise agreed to by the affected Party. The Developer shall restore any easement areas to a condition that is reasonably satisfactory to the City promptly following any construction work by a private entity. The City shall restore any easement

areas following any construction work by the City in accordance with the City Codified Ordinances.

(f) Dedication. All public utilities and public roadways (including related rights-of-way) installed and/or constructed within the Development Project [(except certain of the storm sewer improvements referenced in Section 5.2(c) which may hereafter be identified by the City and the utility cross easements described in Section 5.2(e))] shall be dedicated (free and clear of any liens, encumbrances and restrictions except as may be permitted in writing by the City) to and accepted by the City and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement.

Section 5.3 Permits. Prior to commencing construction of each Phase of the Public Improvements, the Developer shall obtain all necessary permits from all levels of government having jurisdiction over the Public Improvements to allow the Developer to build and develop that Phase of the Public Improvements consistent with the detailed development plan(s) for the Development Project and Public Improvements. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

Section 5.4 Public Improvements.

(a) General. In consideration of the Developer's promise to construct, or cause the construction of, the Phase of Public Improvements related to each Phase of the Development Project, the City agrees, subject to Section 5.4(t), to deposit into a Construction Account, which shall be maintained either in the custody of the City or the Bond Trustee as shall be reasonably determined by the City, and solely from proceeds of the series of Bonds issued for such Phase, an amount sufficient to pay, or at the Developer's election, to reimburse, the Developer for the City's Portion of the Cost of the Work for such Phase of the Public Improvements in accordance with the applicable provisions of this Agreement.

(b) Annual Updates. Until a Phase of Public Improvements for which funds will be made available pursuant to this Agreement has been fully completed in accordance with this Agreement, no later than July 1st of each year, the Parties agree to work cooperatively to review and update the list of the Public Improvements for such Phase on **EXHIBIT C** (including the scope and cost).

(c) Design, Construction and Payment of Cost of the Work of the Public Improvements. The Developer will design, based on the Construction Documents, each Phase of the Public Improvements for which funds are made available pursuant to this Agreement. The Developer will perform the Work and pay, from a series of Bond proceeds disbursed by either the City or the Bond Trustee, the City's Portion of the Cost of the Work, and to the extent applicable, the Developer's Portion of the Cost of the Work, in accordance with this Agreement and the Construction Documents, and Developer will provide all necessary and inferable labor, materials, services and acts in connection with the design,

construction and completion of each Phase of the Public Improvements, regardless of whether or not reflected in the Construction Documents. Each Phase of the Public Improvements must be designed and built in a manner that is consistent with the requirements of the City Codified Ordinances. The Developer will use commercially reasonable, good faith efforts to complete construction of all Phases of the Public Improvements, including correction of deficiencies and other punch list items, by December 31, 2026, subject to Force Majeure and market conditions as they may exist from time to time during the term of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Developer may elect not to proceed with any Phase of the Development Project for which funds have not yet been made available pursuant to this Agreement, in which event Developer shall have no obligation to construct the Public Improvements for such Phase.

The Developer will supervise, perform and direct the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work.

The Developer agrees that each Phase of the Public Improvements, including all rights-of-way and easements associated therewith, will be dedicated to the City for public use upon completion and acceptance of such Phase as provided in Sections 5.4(d) and 5.4(e) and in accordance with all applicable City platting and dedication requirements.

(d) Completion of Public Improvements. Each Phase of the Public Improvements will be deemed completed upon fulfillment of the following conditions:

(i) Receipt of written notice (the "***Completion Certificate***") from the Authorized Developer Representative that such Phase of the Public Improvements are complete and ready for final acceptance by the City, which notice must (A) generally describe all property acquired or installed as part of the Public Improvements; (B) state the Cost of the Work, and (C) state and constitute the Developer's representation that the construction of such Phase of the Public Improvements have been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no mechanics' liens, and all obligations, costs and expenses in connection with such Phase of the Public Improvements have been paid or discharged; and

(ii) Receipt from the Engineer of a final Certificate of Completion (the "***Engineer's Completion Certificate***") for such Phase of Public Improvements stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on site visits and inspections, that such Phase of the Public Improvements have been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items, that the construction of such Phase of the Public Improvements have been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that such Phase of the Public Improvements have been approved by the relevant public authorities.

(e) Acceptance of Public Improvements. The City has no obligation to accept a Phase of the Public Improvements until:

(i) Such Phase of the Public Improvements is satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer's Completion Certificate for such Phase, a letter of conditional acceptance issued by the City of Huber Heights Department of Engineering and such Public Improvements are properly dedicated as public rights-of-way and easements to the City for such Phase;

(ii) the City receives the Completion Certificate, the Engineer's Completion Certificate and all documents and instruments to be delivered to the City pursuant to the Construction Documents for such Phase;

(iii) the City has received evidence reasonably satisfactory to it that all liens on such Phase of the Public Improvements, including, but not limited to, tax liens then due and payable, the lien of any mortgage, and any mechanic's liens, have been released, or, with respect to mechanic's liens, security therefor has been provided pursuant to Section 5.4(o); and

(iv) for such Phase the Developer has provided the City "as constructed record drawings" consisting of reproducible record drawings showing significant changes in the Public Improvements made during construction and containing such annotations as may be necessary for someone unfamiliar with the Public Improvements to understand the changes that were made to the original Construction Documents.

The City agrees to accept such Phase of the Public Improvements and the rights-of-way allocable thereto upon satisfaction of the conditions listed in (i) though (iv) of the preceding sentence. The City acceptance of the Public Improvements does not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.4(q).

(f) Extensions of Time. If the Developer or the City is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed will be extended for such time as is commercially reasonable under the circumstances for such Phase.

(g) Construction Documents. The Developer is causing to be prepared the working drawings, plans and specifications that are necessary to be prepared in connection with the Work (collectively, the "***Drawings and Specifications***") for each Phase of Public Improvements. The final version of the Drawings and Specifications for each Phase shall be in a form that is satisfactory to the Authorized City Representative, and the Construction Documents shall be instruments of service through which the Work to be executed is described. The Developer may retain one record set of the Drawings and Specifications. The City shall own the copyrights on the Drawings and Specifications and will retain all

common law, statutory and other reserved rights, in addition to the copyrights. All copies of the Drawings and Specifications, except the Developer's record set, must be returned or suitably accounted for to the City, on request, upon final completion of such Phase of the Public Improvements, and the copy thereof furnished to the Developer is for use solely with respect to the Public Improvements. They are not to be used by the Developer on other projects without the specific written consent of the City. The Developer is authorized to use and reproduce applicable portions of the Drawings and Specifications appropriate to the execution of obligations with respect to such Phase of the Public Improvements and to facilitate its construction of the Project; *provided*, *however*, that any reproduction and distribution of copies of the Drawings and Specifications by the Developer to the extent necessary to comply with official regulatory requirements or obligations of law will not be construed as an infringement of the copyrights or other reserved rights of the City with respect to the Drawings and Specifications. All copies made under this authorization must bear the statutory copyright notice, if any, shown on the Drawings and Specifications.

(h) Prevailing Wage. The City designates its Assistant City Engineer as the prevailing wage coordinator for the Public Improvements (the "***Prevailing Wage Coordinator***"). The Developer acknowledges and agrees that the Public Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Improvements in Montgomery County, Ohio, which wages must be determined in accordance with the requirements of that Chapter 4115. The Developer must comply, and the Developer must require compliance by all contractors and must require all contractors to require compliance by all subcontractors working on the Public Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) must cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator will notify the Developer of the prevailing wage rates for the Public Improvements. The Prevailing Wage Coordinator will notify the Developer of any change in prevailing wage rates within seven (7) working days of receiving notice of such change from the Director of the Ohio Department of Commerce. The Developer must immediately upon such notification (a) ensure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) ensure that all contractors and subcontractors make the same necessary adjustments.

The Developer must, upon beginning performance of this Agreement, notify the Prevailing Wage Coordinator of the commencement of Work, supply to the Prevailing Wage Coordinator the schedule of the dates relating to construction of each Phase of the Public Improvements and for which the Developer (or any contractors or subcontractor thereof) is required to pay wages to employees. The Developer (and each contractor or

subcontractor thereof) must also deliver to the Prevailing Wage Coordinator a certified copy of its payroll relating to laborers performing the Work within two (2) weeks after the initial pay date, and supplemental reports for each month thereafter and in connection with any Written Requisition exhibiting for each such employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages; *provided*, *however*, that the Developer must submit such payroll reports weekly if construction of the Public Improvements is contemplated to last less than four (4) calendar months. The certification of each payroll must be executed by the Developer (or contractor, subcontractor, or duly appointed agent thereof, if applicable) and recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

The Developer must provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on each Phase of the Public Improvements within a reasonable amount of time after they become available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those contractors or subcontractors. The Developer may not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to payment pursuant to Section 5.4(t), the Developer (and any contractor or subcontractor thereof) must submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code.

(i) Traffic Control Requirements. The Developer is responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of each Phase of the Public Improvements. All traffic control devices must be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations.

(j) Equal Opportunity Clause. The Developer must, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer. The Developer will require all contractors and will require all contractors' subcontractors to include in each contract a summary of this equal opportunity clause.

(k) Insurance Requirements. The Developer must furnish proof to the City at the time of commencing construction of each Phase of the Public Improvements of comprehensive general liability insurance naming the City and its authorized agents as an additional insured. The minimum limits of liability for the required insurance policies may not be less than the following unless a greater amount is required by law:

(i) Commercial General Liability ("***CGL***"): Bodily injury (including death) and property damage with a combined single limit of $1,000,000 each occurrence, with a $2,000,000 aggregate; $100,000 for damage to rented premises (each occurrence); and $1,000,000 for personal and advertising injury. CGL must include (A) premises-operations, (B) explosion and collapse hazard, (C) underground hazard, (D) independent contractors' protective, (E) broad form property damage, including completed operations, (F) contractual liability, (G) products and completed operations, with $2,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Improvements pursuant to Section 2.4, (viii) personal injury with employment exclusion deleted, and (H) stopgap liability for $100,000 limit. The general aggregate must be endorsed to provide that it applies to the Work only.

(ii) Automobile liability: covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death) and property damage with a combined single limit of $1,000,000 per person and $1,000,000 each occurrence.

(iii) Umbrella Policy: Such policies must be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of $5,000,000 for each occurrence and $5,000,000 aggregate. The Developer's insurance is primary to any insurance maintained by the City.

(iv) Endorsements: The Developer must obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following named insureds for covered claims arising out of the performance of the Work under the Construction Documents:

(A) City of Huber Heights, Ohio,

(B) Huber Heights City Council members, executive officers and employees,

(C) Engineer and its employees,

(D) the Developer, to the extent that any construction activities are being staged or undertaken on real property owned by the Developer.

(v) Insurance policies must be written on an occurrence basis only.

(vi) Products and completed operations coverage will commence with the certification of the acceptance of each Phase of the Public Improvements pursuant to Section 5.4(e) and will extend for not less than two (2) years beyond that date.

(vii) The Developer must require all contractors and subcontractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, unless the City agrees to a lesser amount.

(viii) If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, the Developer shall maintain a pollution liability policy with (A) a per-claim limit of not less than $1,000,000 and (B) an annual-aggregate limit of not less than $1,000,000, covering the acts, errors and/or omissions of the Developer for damages (including from mold) sustained by the City by reason of the Developer's performance of the Work. The policy shall have an effective date, which is on or before the date on which the Developer first started to perform any Work-related services. Upon submission of the associated certificate of insurance and at each policy renewal, the Developer shall advise the City in writing of any actual or alleged claims which may erode the policy's limits.

(ix) If the Work includes professional design services, Professional liability insurance from the Developer's design professional without design-build exclusions with limits not less than $1,000,000 per claim and $2,000,000 annual aggregate. The professional liability policy shall have an effective date which is on or before the date on which the Developer first started to provide any Work-related services. Upon submission of the associated certificate of insurance and at each policy renewal, the Developer shall advise the City in writing of any actual or alleged claims which may erode the professional liability policy's limits. The Developer's consultants and subcontractors shall similarly maintain such coverage as required by this Subsection, and the Developer and each of its consultants and subcontractors shall maintain the professional liability insurance in effect for no less than five (5) years after the earlier of the termination the Contract or final completion of all Work.

(x) The Developer shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Cost of the Work, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance until no person or entity other than the City has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the City, the Developer and subcontractors of any tier. The Developer shall provide a copy of a certificate of insurance, upon request, to the City evidencing such coverage before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least thirty (30) days' prior written notice has been given to the Developer and City.

Each policy of insurance and respective certificate of insurance must expressly provide that no less than ten (10) days prior written notice be given to City in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy.

(l) City Income Tax Withholdings. The Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of Chapter 192 of the City Codified Ordinances.

(m) Sales Taxes. The Parties intend that building and construction materials incorporated into each Phase of the Public Improvements be exempt from state and local sales taxes. The City will cooperate with the Developer to provide sales tax exemption certificates to contractors in order to exempt those materials.

(n) Compliance with Occupational Health and Safety Act of 1970. The Developer and all contractors and subcontractors are solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

(o) Provisions of Security for Mechanics' Liens. To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Public Improvements, the Developer will, or will require the appropriate contractor to, provide any security required by Chapter 1311 of the Ohio Revised Code to cause that mechanic's lien to be released of record with respect to the Public Improvements. Developer shall prepare and file with the County Recorder, with the assistance of the City, a notice of commencement meeting the requirements of Chapter 1311 of the Ohio Revised Code.

(p) Security for Performance. The Developer will furnish prior to commencement of construction of each Phase of the Public Improvements a performance and payment bond that names the City as obligee in the form provided by Section 153.57 of the Ohio Revised Code. The amount of the performance and payment bond required by this Section 5.4(p) shall equal the Developer's Portion of the Cost of the Work.

Any bond must be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, will substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which is acceptable to the City and the Developer. The Developer must provide to the City prior to commencement of any Work by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section.

(q) Further Developer Guarantees Relating to Each Phase of the Public Improvements. The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in the greater Dayton, Ohio area. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year) after final written acceptance of the Work (for each Phase of Public Improvements) by City.

Prior to the commencement of Work for each Phase of the Public Improvements, the Developer shall provide a maintenance bond, in the amount of 20% of the total Cost of the Work of such Phase, satisfactory to the City in form and substance ensuring the Developer's obligations under this subsection. The guarantee provided in this Section is in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

If defective Work becomes apparent within the 1-year warranty period, the City will promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer will visit the site of the Work in the company of one or more representatives of the City to determine the extent of the defective work. The Developer will, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the City to be an emergency, the City may require the Developer to visit the site of the Work within one day of receipt of said notice. The Developer is fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace the defective Work within a reasonable timeframe, the City may repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety. Work that is repaired or replaced by the Developer is subject to inspection and acceptance by the Engineer and the City and must be guaranteed by the Developer from the date of acceptance of the corrective work by the City for one (1) year.

(r) Developer Representation as to Personal Property Taxes. The Developer represents that at the time of the execution of this Agreement, it is not charged with any delinquent personal property taxes on the general tax list of personal property of the County. Further, for each Phase of the Public Improvements, the Developer will require all contractors to execute an affidavit in the form set forth on **EXHIBIT E** (which is attached hereto and incorporated herein by reference), a copy of which certificate must be delivered to the Authorized City Representative prior to the commencement of any Work by that contractor or subcontractor.

(s) Indemnity.

(i) The Developer releases the City and each officer, official and employee thereof (collectively, the "***Indemnified Parties***" and each an "***Indemnified Party***") from, agrees that the Indemnified Parties are not liable for, and indemnifies each Indemnified Party against, all liabilities, obligations, damages, costs and expenses (including without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by an Indemnified Party (collectively, the "***Liabilities***" and each a "***Liability***"), other than any Excluded Liability as hereinafter defined, arising out of, in connection with or resulting from the execution and delivery of this Agreement, the consummation of the transactions provided for herein and contemplated hereby, liens of subcontractors and suppliers of any tier, and all activities undertaken by the Developer or the City pursuant to this Agreement in furtherance of the development of the Project or the Public Improvements.

"***Excluded Liability***" means each Liability to the extent it is attributable to (A) the gross negligence or willful misconduct of any Indemnified Party, or (B) the failure of the City to comply with any of its obligations under this Agreement. Excluded Liabilities include, without limitation, any Liabilities settled without the Developer's consent and any Liability to the extent that the Developer's ability to defend that Liability is prejudiced materially by the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of that Liability.

(ii) Upon notice of the assertion of any Liability, the Indemnified Party must give prompt written notice of the same to the Developer.

(iii) Upon receipt of written notice of the assertion of a Liability, the Developer has the duty to assume, and must assume, the defense thereof, with full power and authority to litigate, compromise or settle the same in its sole discretion; *provided that*, the Indemnified Party has the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest.

(iv) At its own expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; *provided*, *however*, if it is ethically inappropriate for one firm to represent the interests of the Developer and the Indemnified Party, the Developer must pay the reasonable legal expenses of the Indemnified Party in connection with its retention of separate counsel. The Developer is not liable for any settlement of any Liability effected without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party except only to the extent of any Excluded Liability.

(v) This subsection (r) survives the termination of this Agreement.

(t) Payment of City's Portion of the Cost of the Work from proceeds of Bonds.

(i) Creation and Maintenance of Accounts. The City will, or will cause the Bond Trustee to, create and maintain, one or more segregated accounts (collectively, and for each Phase, a "***Construction Account***") into which proceeds of the corresponding series of Bonds issued in accordance with Article VI will be deposited for the purpose of paying the eligible City's Portion of the Cost of the Work for each Phase of the Public Improvements. A separate account shall be created for each series of Bonds issued for a Phase of the Public Improvements.

(ii) Eligible City's Portion of the Cost of the Work; Request for Payment. The City's Portion of the Cost of the Work related to each Phase of the Public Improvements shall include: (A) the Developer's reasonable design costs, (B) construction costs, (C) costs associated with any warranties for the Public Improvements, (D) inspection and design review fees, (E) permit fees, (F) attorneys' fees which are directly related to this Agreement and are in the City's sole and reasonable determination comparable to the attorneys' fees paid by the City for similar legal services, and (G) such other related and reasonable costs as are approved by the City (which approval shall not be unreasonably conditioned, delayed or withheld). No more frequently than monthly for so long as proceeds of a series of the Bonds issued for that Phase of the Public Improvements remain in the Construction Account, the Developer may provide a Request for Payment to the City requesting payment for all or a portion of the City's Portion of the Cost of the Work of a particular Phase of the Public Improvements.

(iii) Payment for the City's Portion of the Cost of the Work. No later than thirty (30) days following receipt by the City of a Request for Payment pursuant to Section 5.4(t)(ii), the City will either (A) remit payment to the Developer in the amount requested in the Request for Payment or (B) promptly notify the Developer of any deficiency in the Request for Payment, in which case, the Parties agree to work in good faith to correct such deficiency.

(iv) No Submission During Event of Default. Pending the resolution thereof in accordance with Section 8.3, no disbursement shall be made from the Construction Account in respect of a Request for Payment following receipt by the Developer of a notice from the City that a Developer Default has occurred hereunder.

(v) Payment Obligation. This Agreement evidences the City's obligation to pay the Developer an aggregate amount equal to the Request for Payment for a Phase of the Public Improvements as reviewed and approved by the City (collectively, a "***Payment Obligation***").

Each Payment Obligation is a special obligation of the City, payable solely from and secured only by proceeds of any series of related Bonds which after payment of related financing costs, will be deposited in the Construction Account, and such Payment Obligation will be payable without the necessity of annual appropriation of money in such Account for such payment. No payment of the Payment Obligation of the City under this Agreement shall constitute an

indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Payment Obligation. In the event that a balance remains on the Payment Obligation and no monies are available in the Construction Account, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any Payment Obligation of the City of such balance shall be deemed forgiven by the Developer at that time. The City is under no obligation to issue additional series of Bonds to pay for any balances or cost overruns.

Section 5.5 Dedication of Right of Way and Grants of Easements. After completion of the construction of the Public Improvements, and to the extent not otherwise owned by the City, the Developer agrees to dedicate to the City (without cost to the City) such portion of the Developer Property that constitutes the Public Improvements. The Parties agree to cooperate in filing necessary plats to dedicate the street and utility areas affected for the Public Improvements contemplated by this Agreement. The dedicated title and rights-of-way shall be free from liens or encumbrances except existing easements of record and those other matters that are approved by the City in writing, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that the preliminary title commitments may disclose certain utility easements that may be inconsistent with or require relocation in connection with the development contemplated by this Agreement. Each Party agrees to cooperate with the other as reasonably requested to remove or relocate the affected easements and the utility facilities located therein.

The City agrees to grant to the Developer such temporary construction easements over any portions of real property owned by the City or public rights-of-way as are reasonably necessary from time to time to enable the Developer to construct and complete the Development Project and/or the Public Improvements, and shall execute and deliver to the Developer upon request from time-to-time temporary construction easements in forms satisfactory to the Developer. The Developer agrees to promptly terminate any such construction easement once the related portion of the Development Project and/or Public Improvements has been completed.

Section 5.6 Compliance with Laws. In connection with the construction of the Public Improvements and in performing its obligations under this Agreement, the Parties agree that they shall comply with, and require all of their employees, agents, contractors and consultants to comply with, all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Public Improvements or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to each Party, at any time in force affecting the Public Improvements or any part thereof.

Section 5.7 Expeditious Completion of the Public Improvements. The Parties agree that the expeditious completion of the Public Improvements will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Public

Improvements in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Public Improvements.

(END OF ARTICLE V)

ARTICLE VI

FINANCING OF PUBLIC IMPROVEMENTS

Section 6.1 **General**. The City agrees that it will proceed in good faith and with all reasonable dispatch to finance the Public Improvements, which are expected to be financed through various series of Bonds, and to perform any and all of its duties and obligations relating to the financing of the Public Improvements in a manner consistent with this Agreement in order that the financing of the various Phases of the Public Improvements will be timely completed to pay the Developer for the City's Portion of the Cost of the Work of the various Phases of the Public Improvements in accordance with this Agreement, and it will perform any and all of its duties and obligations relating to financing of the Public Improvements in a manner consistent with this Agreement.

Section 6.2 **Notice to Issue Bonds**. No later than one hundred fifty (150) days preceding the date on which the Developer expects to commence, or cause commencement of, construction of a Phase of the Public Improvements, the Developer shall a provide written request to the Authorized City Representative that the City issue a series of Bonds to finance that Phase of the Public Improvements. That request shall include: (a) the estimated date on which construction of that Phase of Public Improvements will commence, (b) a description of the Public Improvements to be included within that Phase and (c) the estimated cost of the Public Improvements to be included within that Phase. No later than thirty (30) days following receipt by the City of that request, the City shall, with the assistance of the City's bond counsel and municipal advisor, evaluate the request, including supplementing the request with costs directly related to the proposed issuance of the Bonds (*i.e.*, an estimate of a debt service reserve requirement and the related financing costs), and provide a response to the Developer regarding the anticipated terms of such series of Bonds that may be issued consistent with this Agreement to finance the costs of that Phase of the Public Improvements. Following the City's provision of that response, the Parties agree to work diligently and cooperatively to complete the issuance of such series of Bonds in order that the proceeds of those Bonds will be available to the Developer for the timely completion of the applicable Phase of the Public Improvements. The Parties agree that conditions in the capital markets may impact the terms of a requested Bond issue and the Developer acknowledges and agrees that the City may rely and act upon advice from its bond counsel and municipal advisor regarding the timing, terms and method of selling the Bonds, all in a manner consistent with and pursuing the objectives of this Agreement.

Section 6.3 **Terms of Financing**. The Parties agree that prior to the City's approval of the issuance of any series of Bonds to pay the costs of a Phase of the Public Improvements, the City, together with its bond counsel and municipal advisor and the Developer, will need to evaluate the following terms:

(a) Governmental Purpose. The Phase of the Public Improvements to be financed will need to be accepted for ownership by the City, generally available for use by the public and determined by the City Council to benefit the Developer Property in a manner consistent with the TIF Ordinance. The City will also evaluate the useful life of each component of the Phase of Public Improvements to determine the maximum term for

which Bonds may be issued which term shall not exceed the term of the applicable TIF Exemption.

(b) Cash Flow Related to the Payment of Debt Service on the Bonds. For purposes of evaluating the revenues available to pay Debt Service on a particular series of Bonds, the Parties shall work cooperatively to determine the following:

(i) Information Regarding the Remainder of the Development Project. In connection with each series of Bonds proposed to be issued, the Developer shall provide to the City a written determination of (A) the remaining number of single-family residential lots to be developed as part of the Development Project (segregated into each Phase of the proposed build-out), (B) the estimated market value of homes anticipated to be constructed on each single-family residential lot remaining to be developed and (C) the estimated timing of the completion (by calendar quarter) of development of each single-family residential lot; *provided that*, the City shall be permitted to review such written determination and make reasonable adjustments thereto (*e.g.*, adjustments to market values based on comparable projects elsewhere in the City); *and provided further*, any reasonable adjustments thereto by the City shall be promptly shared in writing with the Developer; and

(ii) Aggregate CRA Exemption Valuation. The City will determine, based on the determinations in Section 6.3(b)(i), for each year in which Bonds (either then outstanding or proposed to be issued) will be outstanding, the value (in dollars) of the sum of (A) the portion of the aggregate real property tax valuation of the single-family residences theretofore constructed and which are or will be eligible for the CRA Exemption plus (B) the product of (I) the portion of the aggregate real property tax valuation of the single-family residences then expected to be constructed and which will be eligible for the CRA Exemption multiplied by (II) ninety (90%) percent (such sum being referred to as the "***Aggregate CRA Exemption Valuation***"); and

(iii) Aggregate Amount Available for Debt Service. The City will determine, based on the determination in Section 6.3(b)(ii), for each year in which Bonds (either then outstanding or proposed to be issued) will be outstanding, the value (in dollars) of the product of the then current and applicable effective rate of real property taxation multiplied by the Aggregate CRA Exemption Valuation (such product being referred to as the "***Aggregate Amount Available for Debt Service***"), and

(iv) Debt Service Coverage Requirement for the Bonds. The City will determine for each year in which Bonds (either then outstanding or proposed to be issued) will be outstanding, the value (in dollars) of (A) (I) the reasonably estimated Administrative Costs related to and (II) the Debt Service on, those Bonds and (B) the product of (I) the highest amount computed in the preceding subsection (A) multiplied by (II) the Coverage Factor (such product being referred to as the "***Debt Service Coverage Requirement***").

(c) Maximum Bond Capacity. Based on the foregoing determinations the City will make a final determination regarding the Aggregate Amount Available for Debt Service (per Section 6.3(b)(iii)) and the Debt Service Coverage Requirement (per Section 6.3(b)(iv)).

If the City determines that the Aggregate Amount Available for Debt Service in each year will equal or exceed the Debt Service Coverage Requirement, the City will notify the Developer and proceed with the issuance of the Bonds. In this case, the City's Portion of the Cost of the Work will represent 100% of the Cost of the Work, subject to any cost overruns which will be the responsibility of the Developer and those cost overruns will constitute the Developer's Portion of the Cost of the Work.

If the Aggregate Amount Available for Debt Service in each year will not equal or exceed the Debt Service Coverage Requirement, the City will notify the Developer and within thirty (30) days following such notice, the Developer will notify the City whether the Developer will proceed with such Phase of the Public Improvements and assume responsibility for the portion of the Cost of the Work which will not be paid from proceeds of the Bonds (such excess portion being referred to as the Developer's Portion of the Cost of the Work). If the Developer notifies the City that it will not assume responsibility for such excess portion of the Cost of the Work, the Parties agree to work cooperatively to revise the proposed Public Improvements to be financed in order that the Aggregate Amount Available for Debt Service in each year will equal or exceed the Debt Service Coverage Requirement or that the Developer will assume responsibility for the excess portion of the Cost of the Work; *provided*, *however*, if the Parties are unable to satisfactorily revise the proposed Public Improvements, the Parties may then work to identify other sources of funds to pay for such shortfall, or alternatively, determine not to proceed with such Phase of the Development and such Phase of Public Improvements at that time.

(d) Third-Party Administrator. The Parties agree that the City may retain a third-party administrator for purposes of preparing the calculations and making the determinations required by this Section 6.3. The fees and expenses of that third-party shall be paid as part of Administrative Costs pursuant to Section 7.6.

(END OF ARTICLE VI)

ARTICLE VII

COMMUNITY REINVESTMENT AREA AND TAX INCREMENT FINANCING DISTRICT

Section 7.1 **General**. The Parties acknowledge that the provision of real property tax exemptions in respect of the Developer Property will be important to facilitate the construction of the Development Project.

Section 7.2 **Community Reinvestment Area #3**. The Parties agree that:

(a) In accordance with CRA Resolution, the City currently provides real property tax exemptions of up to 100% for up to 15 years for real property located within CRA #3.

(b) The Developer agrees that in connection with the transfer of a parcel of the Developer Property upon which a single-family residence will be constructed to a builder, the Developer will include in the contract for the transfer of such parcel a provision requiring such builder to cause the end-user homeowner to file with the City, promptly following the issuance (which issuance will not be unreasonably conditioned, withheld or delayed) by the City of a certificate of occupancy for that structure, a real property tax exemption application to the City in a form prescribed by the City and in accordance with the CRA Statute; *provided*, *however*, such applications shall only be filed with the City between January 1 and July 31 of any calendar year.

(c) The Parties acknowledge that the CRA Statute provides that the real property tax exemption will only apply to the value of the single-family residence and appurtenant structures to be constructed upon any respective portion of the Developer Property and not the value of the underlying land.

(d) The City agrees that promptly following confirmation of an application filed in accordance with this Section 7.2, the City will approve a 100% - 15-year real property tax exemption in respect of the portion of the Developer Property upon which that single-family residence was constructed, all in accordance with CRA Resolution.

Section 7.3 **Tax Increment Financing**. The Developer acknowledges and agrees that the City intends to adopt the TIF Ordinance in order to create several tax increment financing incentive districts, the boundaries of which districts shall be approved by the Developer prior to the passage of the TIF Ordinance, and which will include in the aggregate all of the Developer Property and declare the improvements (as defined in Section 5709.40 of the Revised Code) to the Developer Property, as constructed with respect to each Phase of the Development Project, to be a public purpose and provide that one hundred percent (100%) of the value of such improvements shall be exempted from real property taxation for a period of time up to thirty (30) years with respect to each tax increment financing incentive district so created (each, a "***TIF Exemption***," and collectively, the "***TIF Exemptions***"), all as determined by the City Council.

The Developer hereby consents and irrevocably waives any objections the Developer may raise to the TIF Ordinance and the TIF Exemption for the Developer Property. In addition, the Developer hereby acknowledges and agrees that the Developer has no right to payment of amounts

deposited in the TIF Fund for any costs incurred by the Developer related to the Public Improvements or the Development Project. The Developer shall reasonably assist (which shall include execution thereof) the City with the filing of the DTE 24 - Application for Real Property Tax Exemption and Remission with the Ohio Department of Taxation to implement the TIF Exemption on the Developer Property as required by Section 5709.911 of the Revised Code.

The Parties agree that any CRA Exemption shall take precedence/priority over any TIF Exemption.

Section 7.4 Statutory Service Payments. The owner of each parcel comprising the Developer Property will make Statutory Service Payments for the portion of the Developer Property that it owns attributable to its period of ownership (including, without limitation, any unpaid amounts at the time the Owner acquired such parcel) pursuant to and in accordance with the requirements of the TIF Statute and the TIF Ordinance; *provided*, *however* that the TIF Exemption provided by the TIF Ordinance is subordinate to any applicable CRA Exemption.

The Statutory Service Payments will be made in accordance with the requirements of the TIF Statute and the TIF Ordinance and will be in the same amount as the real-property taxes that would have been charged and payable against the improvements to the Parcel (after credit for any other payments received by the City under ORC Sections 319.302, 321.24, 323.152, and 323.156, or any successor provisions thereto, as the same may be amended from time to time had the TIF Exemption not been granted, including any penalties and interest.

The Statutory Service Payments must be made semiannually to the County Treasurer (or to such County Treasurer's designated agent for collection of the Statutory Service Payments), on or before the date on which real-property taxes would otherwise be due and payable for such parcel. Any late payments will bear penalties and interest at the then current rate established under ORC Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time.

All Net Statutory Service Payments received by the City shall be deposited into the TIF Fund and used by the City for the purposes and in the priorities as set forth in Section 7.6.

Section 7.5 Minimum Service Payments.

(a) General. The Developer, while it owns any portion of the Developer Property, and on behalf of each subsequent owner of the Developer Property (or its subdivided parcels), agrees to a minimum service payment obligation pursuant to Ohio Revised Code Section 5709.91 (the "***Minimum Service Payments***"). Each owner of a parcel comprising the Developer Property shall pay to the County Treasurer such amount as will be determined by the City from time to time and certified by the City to the County Auditor in accordance with this Section 7.5, plus any costs incurred to enforce the collection of such amounts. The Minimum Service Payment due for each parcel in a calendar year is payable in two equal installments and collected at the same time as real property taxes.

(b) Computation of Minimum Service Payments. For so long as Bonds are outstanding, the Minimum Service Payment described in the foregoing Section 7.5(a) for each parcel of the Developer Property will be computed by the City as follows:

(i) Developed Parcels. For each Parcel of the Developer Property for which a certificate of occupancy for a single-family residence has been issued (each a "***Developed Parcel***"), the Minimum Service Payment for each tax year shall equal the amount (in dollars) which is the product of (A) the portion of the aggregate real property tax valuation of each such single-family residence which is then eligible for the CRA Exemption; *provided that*, if the City determines that the then available real property tax valuation for a parcel does not reflect the completion of single-family residence thereupon, the purchase price for such single-family residence may be used instead, multiplied by (B) the then current and applicable effective rate of real property taxation the then current and applicable effective rate of real property taxation. The aggregate of the Minimum Service Payments projected by the City to be collected in any calendar year in accordance with the computation pursuant to this subsection shall be referred to herein as the "***Aggregate Developed Parcels Payments***".

(ii) Undeveloped Parcels. For any calendar year in which the City projects that the sum of the Annual Debt Service Requirement and the Administrative Costs will exceed the sum of the Aggregate Developed Parcels Payments and the Pledged Net Statutory Service Payments (such excess being referred to as the "***Debt Service Requirement Deficit***"), the City will no later than _____, provide written notice to the Developer of such Debt Service Requirement Deficit, and no later than _____, the Developer will determine and provide in writing to the City the respective acreage for each Parcel of the Developer Property for which one or more certificates of occupancy for a single-family residence are eventually expected to but have not yet been issued (each an "***Undeveloped Parcel***")(that collective acreage being referred to herein as the "***Undeveloped Residential Acreage***") and then the City shall compute for each such Parcel the allocable portion of the Debt Service Requirement Deficit based on that Parcel's acreage in proportion to the Undeveloped Residential Acreage, which computed amount shall be the Minimum Service Payment for that Parcel.

(c) Term of Minimum Service Payments.

(i) Each Undeveloped Parcel shall be subject to a Minimum Service Payment for so long as (A) Bonds are outstanding and (B) a TIF Ordinance which is applicable to such Parcel has been passed by City Council, and

(ii) once an Undeveloped Parcel becomes a Developed Parcel, such Parcel shall be subject to a Minimum Service Payment for so long as (A) Bonds are outstanding, (B) a CRA Exemption is applicable to such Parcel and (C) a TIF Ordinance which is applicable to such Parcel has been passed by City Council.

(d) Collection of Minimum Service Payments. For each tax year in respect of which Minimum Service Payments shall be collected, the City shall timely compute, or cause to be computed, such Minimum Service Payment for each parcel comprising the Developer Property in accordance with this Section 7.5 and shall promptly and timely thereafter certify such Minimum Service Payments to the County Auditor who shall the enter such obligation on the tax list of real property opposite the parcel against which it is

charged, and certify such Minimum Service Payment obligation to the County Treasurer for collection in the then next succeeding collection year. The Parties agree that the City may periodically retain a third-party administrator to review and reconcile the billing and collection of the Minimum Service Payments.

(e) Covenant under Ohio Revised Code Section 5709.91. The obligation to pay Minimum Service Payments shall constitute a covenant running with the land with respect to the Developer Property, however subdivided hereafter, under Ohio Revised Code Section 5709.91 pursuant to the Declaration, and upon recordation of the Declaration, such covenant shall be fully binding on behalf of and enforceable by the City against the property owner and any person acquiring an interest in the Developer Property and all successors and assigns.

(f) Use of Minimum Service Payments. All Minimum Service Payments received by the City shall be deposited into the TIF Fund and used by the City for the purposes and in the priorities as set forth in Section 7.6.

Section 7.6 Use of Net Statutory Service Payments and Minimum Service Payments. The Net Statutory Service Payments and the Minimum Service Payments on deposit in the TIF Fund shall be used by the City in the following order of priority:

(a) ***first***, no later than thirty (30) days following receipt by the City of Net Statutory Service Payments or Minimum Service Payments:

(i) Pledged Net Statutory Service Payments will be used to pay, or reimburse the City for previously paid, Administrative Costs, and

(ii) to the extent any Administrative Costs remain unpaid, or if previously paid by the City but unreimbursed, Minimum Service Payments will be used to pay or reimburse the remaining Administrative Costs,

(b) ***second***, to the extent not expended in ***first*** above, in a timely manner,

(i) Pledged Net Statutory Service Payments will be remitted to the Bond Trustee for the purpose of paying Debt Service, and

(ii) to the extent any portion of the Debt Service remains unpaid, Minimum Service Payments will be remitted to the Bond Trustee for the purpose of paying the remaining Debt Service,

(c) ***third***, to the extent that any Pledged Net Statutory Service Payments or Minimum Service Payments remain after the payments in ***first*** and ***second*** above, and provided that the then current balance in the TIF Fund is at least equal to the maximum aggregate annual Debt Service for the outstanding Bonds, such amounts may be used by the City for any lawful purpose, and

(d) ***fourth***, any Net Statutory Service Payments which do not constitute Pledged Net Statutory Service Payments may be used by the City for any lawful purpose.

The City agrees that while any Bonds are outstanding, the repayment of which is secured, in part, by a pledge of the Pledged Net Statutory Service Payments and the Minimum Service Payments by the City, the City shall use all such Pledged Net Statutory Service Payments and Minimum Service Payments in the priorities set forth above to pay Debt Service on such Bonds as required by the applicable ordinance of City Council authorizing the issuance of such Bonds, and if such Bonds are issued pursuant to a trust agreement, in accordance with such trust agreement, and in all respects, consistent with the terms of this Agreement.

Section 7.7 Declaration. Simultaneous with the execution of this Agreement, the Developer agrees to execute a Declaration of Covenants and Conditions Relative to Minimum Service Payment Obligations (the "***Declaration***"), substantially in the form attached hereto as **EXHIBIT F**, which shall be recorded with the Montgomery County Recorder's Office prior to the commencement of construction of any portion of the Development Project, including any related Public Improvements.

It is intended and agreed, and it will be so provided by the Developer in the Declaration that the covenants provided in the Declaration are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City against any owner of a portion of the Developer Property with respect to that owner's period of ownership of that portion of the Developer Property, whether or not this Agreement remains in effect or whether or not such provision is included by an owner in any deed to such owner's successors and assigns. It is further intended and agreed that these agreements and covenants will remain in effect for the full period of exemption permitted in accordance with the requirements of the TIF Statute and the TIF Ordinance enacted pursuant thereto.

Such covenants running with the land will have priority over any other lien or encumbrance on the Developer Property and any improvements thereon, except for such title exceptions as are approved in writing by the City. The parties acknowledge that the provisions of Ohio Revised Code Section 5709.91, which specifies that the Minimum Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of Minimum Service Payments, will apply to the Declaration and to the Developer Property and any improvements thereon.

(END OF ARTICLE VII)

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 8.1 Developer Default. Any one or more of the following shall constitute a "*Developer Default*" under this Agreement:

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

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

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

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

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

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

Section 8.2 City Default. Any one or more of the following shall constitute a "City Default" under this Agreement:

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

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

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

Section 8.3 Remedies.

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

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

(ii) if the dispute and/or the issues giving rise to the claimed default are not resolved by such good faith discussions within thirty (30) days after such notice is provided under foregoing clause (i), or such longer period during which any good faith discussions are continuing, then, upon the request of either Party by written notice to the other Party, mediation shall be initiated through the use of a mutually-acceptable neutral mediator not affiliated with either of the Parties, and thereafter the Parties shall proceed in good faith with such mediation for the purpose of resolving the dispute and/or the issues giving rise to the claimed default. If the Parties are unable to agree upon a neutral mediator, then either Party may solicit the Administrative Judge of the Common Pleas Court of Montgomery County, Ohio to appoint the mediator. If the dispute and/or the issues giving rise to the claimed default are not resolved within thirty (30) days after the identification or appointment of the mediator, then the Parties may pursue their other remedies hereunder, in equity or at law. Each Party shall pay its own costs and one-half (1/2) of the mediator's fees and expenses in connection with any such mediation. The Developer acknowledges that before the Parties may proceed with mediation in accordance with this Section 8.3(a), City Council must first authorize and appropriate sufficient monies to pay the City's portion of the cost.

(b) In the event that the Developer shall create or suffer a Developer Default under this Agreement and the Parties are unable to resolve all issues arising out of such a Developer Default in accordance with the discussion and mediation provisions set forth in Section 8.3(a) above, then, in addition to any other rights or remedies available to the City hereunder, in equity or at law, the City, at its option, shall have the right to cancel and terminate this Agreement by written notice to the Developer.

(c) In the event that the City shall create or suffer a City Default under this Agreement and the Parties are unable to resolve all issues arising out of such a City Default in accordance with the discussion and mediation provisions set forth in Section 8.3(a) above, then, in addition to any other rights or remedies available to the Developer hereunder, in equity or at law, the Developer, at its option, shall have the right to cancel and terminate this Agreement by written notice to the City.

Section 8.4 **Other Rights and Remedies; No Waiver by Delay**. Subject to Section 8.3, the Parties each have the further right to institute any actions or proceedings (including, without limitation, actions for specific performance, injunction or other equitable relief) as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; *provided*, that any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement will not operate as a waiver of those rights or to deprive it of or limit those rights in any way; nor will any waiver in fact made by either Party with respect to any specific default or breach by any other Party under this Agreement be considered or treated as a waiver of the rights of that Party with respect to any other defaults by the other Party or with respect to the particular default or breach except to the extent specifically waived in writing. It is the further intent of this provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise any remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

Section 8.5 **Force Majeure**. Except as otherwise provided herein, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; *provided*, *however*, that the Party seeking the benefit of the provisions of this Section must, within a reasonable period following commencement of the enforced delay, notify the other Party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

(END OF ARTICLE VIII)

ARTICLE IX

MISCELLANEOUS

Section 9.1 **Assignment**. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

Section 9.2 **Binding Effect**. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council's sole discretion. Notwithstanding the foregoing, the effectiveness and enforceability of this Agreement shall be conditioned upon the acquisition of fee ownership of the Property by Developer or subsidiary of Developer. Until such time as Developer or its subsidiary acquires fee ownership of the Property, Developer shall have no rights or obligations under this Agreement.

Section 9.3 **Captions and Headings**. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 9.4 **Day for Performance**. Wherever herein there is a day or time period established for performance and the day or the expiration of the time period is a Saturday, Sunday or legal holiday, then the time for performance will be automatically extended to the next business day.

Section 9.5 **Developer Mortgagee Rights**. The City hereby acknowledges that, from time to time during the development of the Development Projects, the Developer, including any successor thereto, will obtain financing in connection with a respective portion of the Development Project which will be secured in whole or in part by assignments, pledges or mortgages of the Developer's interests (including any successor's interest as the case may be) in the Developer Property (each a "***Developer Mortgage***"). In connection therewith, the City agrees to and shall cooperate with the Developer to provide to the holder of any such Developer Mortgage (each a "***Developer Mortgagee***") such reasonable factual representations and/or consents regarding this Agreement and/or the Developer's rights hereunder as such Developer Mortgagee may request from time to time. By way of example, such reasonable factual representations and/or consents may take the form of: (a) estoppel certificates certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that it is in full force and effect as modified and stating the modifications), that neither the City nor the Developer is in default in the performance of any obligations under this Agreement (or specifying any such default of which the City has knowledge), and certifying as to other facts as reasonably requested by such Developer Mortgagee; and/or (b) consents to the collateral assignment of certain of the Developer's rights under or in respect of this Agreement. Any such requested assurance and/or consent shall be in a form reasonably approved by the City, and the City shall endeavor reasonably to respond to any such request in a prompt and timely manner. The Developer shall pay on behalf of the City any reasonable fees and expenses incurred by the City in connection with any request pursuant to this Section.

Section 9.6 Document Submissions to the City. Except as otherwise required by the City Codified Ordinances, any documents required to be submitted to the City pursuant to this Agreement shall be submitted to the Authorized City Representative or such other City department as may be directed by the Authorized City Representative.

Section 9.7 Economic Development Assistance Certification. The Developer has made no false statements to the City in the process of obtaining approval of the incentives described in this Agreement. If any representative of the Developer has knowingly made a false statement to the City to obtain the incentives described in this Agreement, the Developer shall be required to immediately return all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). The Developer acknowledges that any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Section 9.8 Entire Agreement. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 9.9 Executed Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to constitute an original, but all of which together constitute but one and the same instrument. It is not necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 9.10 Extent of Covenants; Conflict of Interest; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement are effective to the extent authorized and permitted by applicable law. No member, official or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, member or employee of the City or the Developer, or its successors or permitted assigns, other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement nor any present or future member, officer, agent, director or employee of the Developer, or its successors or permitted assigns, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

Section 9.11 Governing Law. This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees and the Developer, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

Section 9.12 Limits on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event will the City or the Developer, or its successors or permitted assigns, be liable to each other for punitive, special, consequential or indirect damages of any type and regardless of whether those damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

Section 9.13 No Third-Party Beneficiary. Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 9.1, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties hereto, as provided herein. With the exception of the Parties and any assignee effected pursuant to Section 9.1, it is not intended that any other person or entity shall have stood to enforce, or the right to seek enforcement by suit or otherwise of any provision of this Agreement whatsoever.

Section 9.14 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the Notice Address, or to another address of which the recipient has previously notified the sender in writing, and the notice will be deemed received upon actual receipt, unless sent by certified mail, in which case the notice will be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice or other papers served upon any Party must be sent by registered or certified mail at its Notice Address, or to another address or addresses as may be furnished by one party to the other.

Section 9.15 No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

Section 9.16 Recitals and Exhibits. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto and the information contained in the Exhibits hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 9.17 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement contained herein, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. If any provision, covenant, obligation or agreement contained herein

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

Section 9.18 Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(END OF ARTICLE IX – SIGNATURE PAGES TO FOLLOW)

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

CITY OF HUBER HEIGHTS, OHIO

By: _____

Printed: John Russell

Title: Interim City Manager

Approved as to Form and Correctness:

By: _____

Printed: Christopher R. Conard

Title: City Attorney

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

FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

By:_____

Printed: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2024 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2024

_____

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

EXHIBIT A

DEPICTION OF DEVELOPER PROPERTY

4633 Chambersburg Road
Huber Heights, Ohio 45424

Montgomery County Auditor's Parcel # P70 04008 0004

Montgomery County Auditor's Parcel # P70 04008 0006

EXHIBIT B
FORM OF REQUEST FOR PAYMENT

To: City of Huber Heights, Ohio

Attention : Director of Finance

Subject : Request for Reimbursement for Public Improvements pursuant to the terms of the Development Agreement, dated _____ __, 2024 (the "***Agreement***") by and between the City of Huber Heights, Ohio and Forestar (USA) Real Estate Group, Inc. (the "***Developer***").

You are hereby requested to approve payment in the amount of $_____ representing [all/a portion] of the City's Portion of the Cost of the Work for Phase ___ of the Public Improvements. All capitalized terms used in this Request for Payment have the meanings assigned to them in the Agreement unless the otherwise defined herein.

The undersigned authorized representative of the Developer does hereby certify on behalf of the Developer that:

1. I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of the Developer relating to the matters covered by this Request for Payment.

2. The City's Portion of the Cost of the Work herein requested for approval for Phase ___ of the Public Improvements is a proper charge as a City's Portion of the Cost of the Work for Phase ___ of the Public Improvements (as defined in the Agreement) to be paid by the Developer or its designee in respect of such Public improvements. The amount and nature of the City's Portion of the Cost of the Work for Phase ___ of the Public Improvements to be paid, together with copies of the related invoices, are shown on a schedule attached hereto.

3. The Developer is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements (attached hereto are the required prevailing wage affidavits).

4. The City's Portion of the Cost of the Work included herein does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement.

5. The Developer or the appropriate parties on the Developer's behalf has or have asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to those Public Improvements or any part thereof, which warranties have vested in the City. Proof of all such warranties is attached hereto.

6. There are no outstanding mechanic's or materialman's liens from any contractors, subcontractors, materialmen and suppliers (which would not include sellers of machinery and equipment) who have provided services or materials for portion of the Public Improvements that

are the subject of this Request for Payment. Attached hereto are (i) conditional lien waivers and releases from any contractors, subcontractors, materialmen and suppliers to be paid from the payment resulting from this Request for Payment; and (ii) unconditional lien waivers from any contractors, subcontractors, materialmen and suppliers, which have not heretofore been provided, who have provided services or materials to the Phase ___ Public Improvements and were paid pursuant to a prior Request for Payment, provided that if this is a request for final payment, then Developer shall provide unconditional lien waivers from any contractors, subcontractors, materialmen and suppliers as a condition of final payment.

EXECUTED THIS _____ DAY OF _____, 202___

FORESTAR (USA) REAL ESTATE GROUP, INC., A DELAWARE CORPORATION

By: _____

Printed: _____

Title: _____

EXHIBIT C

DESCRIPTION AND DEPICTION OF PUBLIC IMPROVEMENTS

Phase 1 Public Improvements

[Insert Description]

Total Cost of Phase 1 Public Improvements - $_____

Phase 2 Public Improvements

[Insert Description]

Total Cost of Phase 2 Public Improvements - $_____

Phase 3 Public Improvements

[Insert Description]

Total Cost of Phase 3 Public Improvements - $_____

Phase 4 Public Improvements

[Insert Description]

Total Cost of Phase 4 Public Improvements - $_____

Phase 5 Public Improvements

[Insert Description]

Sandalview Drive Extension – The Parties agree that Sandalview Drive will need to be extended in a northerly direction to provide access to the [proposed] neighborhood located to the north of the Developer Property. The City agrees that if, pursuant to the terms of this Agreement, sufficient Bonds may not be issued to pay the cost (either in whole or in part) of that extension, the City will, to the extent excess Minimum Service Payments are available for the purpose, use Minimum Service payments to pay such portion of the cost of such extension which is not otherwise payable from a Bond issue.

Total Cost of Phase 5 Public Improvements - $_____

EXHIBIT D

DEPICTION OF DONATED PROPERTY

EXHIBIT E

PERSONAL PROPERTY TAX AFFIDAVIT (O.R.C. 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title) (Name and Address of Contractor)

_____ (the "***Contractor***") and as its duly authorized representative, states that effective this _____ day of _____, 202__, the Contractor:

( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

County Amount (include total amount penalties and interest thereon)

_____ County $_____

_____ County $_____

_____ County $_____

( ) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

_____
(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of _____, 202__.

_____
(Notary Public)

My commission expires

_____, 202__

EXHIBIT F

DECLARATION OF COVENANTS AND IMPOSITION OF CONTINUING PRIORITY LIEN
(Revised Code Section 5709.91 Tax Lien)

This **DECLARATION OF COVENANTS AND IMPOSITION OF CONTINUING PRIORITY LIEN** (this "***Declaration***") is made by **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation (the "***Declarant***"), whose address is 1900 Polaris Parkway, Suite 450, Columbus, Ohio 43240, which, for good and valuable consideration, the receipt of which is hereby acknowledged, including, without limitation, the undertaking by the **CITY OF HUBER HEIGHTS, OHIO** (the "***City***"), whose address is 6131 Taylorsville Road, Huber Heights, Ohio 45424, to provide financing to pay or reimburse the Declarant (as the "***Developer***") for costs of the public infrastructure improvements made by or paid for by the Developer in the Chambersburg Road Incentive District #__ pursuant to and as further described in the Development Agreement by and between the Developer and the City dated as of _____, 2024 (the "***Development Agreement***"), makes the covenants set forth herein and encumbers the following real property (the "Parcels"):

> Montgomery County Auditor's Parcel #P70 04008 0004 and #P70 04008 0006, as combined and/or split in the future, situated in the City of Huber Heights, Montgomery County, Ohio, and being more particularly described in **EXHIBIT A** attached to this Declaration and made a part hereof,

TOGETHER WITH any of the following items either now or in the future located on, affixed to, used in the operation of, or otherwise benefiting the land (or any part of the land) described above: all buildings, structures and improvements; all fixtures used in the operation of the real estate; all easements, rights-of-way, licenses, privileges and other appurtenances; and all proceeds thereof (collectively with the Parcels, the "***Property***").

The City and the Declarant agree that it is necessary and appropriate and in the best interests of the City and the Declarant to provide for the owner of the Property (the "***Owner***," and if there are multiple owners of the Parcels, each an "***Owner***" and, collectively, the "***Owners***") to make the payments described in this Declaration to secure the repayment of the principal of and interest on (the "***Debt Service***") certain special obligation bond anticipation notes or bonds (the "***Bonds***") issued by the City for the purpose of paying the costs of certain public infrastructure improvements which will facilitate the development of the Property (as is more fully described in the Development Agreement). The Declarant is the current Owner of the Parcels identified above.

The Declarant and the City further covenant as follows:

Section 1. **Community Reinvestment Area Exemption**. In accordance with Ohio Revised Code ("***ORC***") Sections 3735.65 *et seq*. and certain resolutions adopted by the City Council of the City (collectively, the "***CRA Resolution***"), the City has authorized the provision of

real property tax exemptions of up to 100% for up to 15 years for the value of each single-family residence and appurtenant structures to be constructed upon any respective portion of the Property and not the value of the underlying land (each a "***CRA Exemption***").

Section 2. **Statutory Service Payments**. Each Owner will make the service payments in lieu of taxes (the "***Statutory Service Payments***") for the portion of the Property that it owns attributable to its period of ownership (including, without limitation, any unpaid amounts at the time the Owner acquired the Property) pursuant to and in accordance with the requirements of ORC Sections 5709.40 *et seq*. (the "***TIF Statute***") and City Ordinance No. 202___-O-_____, passed by City Council on _____, 202__ (the "***TIF Ordinance***").

The Statutory Service Payments will be made in accordance with the requirements of the TIF Statute and the TIF Ordinance and will be in the same amount as the real-property taxes that would have been charged and payable against the Property (after credit for any other payments received by the City under ORC Sections 319.302, 321.24, 323.152, and 323.156, or any successor provisions thereto, as the same may be amended from time to time (the "***Property Tax Rollback Payments***")) had the exemption granted by the TIF Ordinance not been granted, including any penalties and interest.

The Statutory Service Payments must be made semiannually to the County Treasurer of Montgomery County, Ohio (the "***County Treasurer***")(or to such County Treasurer's designated agent for collection of the Statutory Service Payments), on or before the date on which real-property taxes would otherwise be due and payable for the Parcels. Any late payments will bear penalties and interest at the then current rate established under ORC Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time.

For any Parcel in respect of which a CRA Exemption applies, the CRA Exemption shall take priority over any real property tax exemption authorized by the TIF Ordinance and no Statutory Service Payment or Property Tax Rollback Payments shall be due in respect of such portion of the assessed valuation of a Parcel which is concurrently eligible for a CRA Exemption.

The Statutory Service Payments, net of those payments which are required to be paid pursuant to the TIF Statute and the TIF Ordinance to any other taxing authority, including but not limited to, the Huber Heights City School District and the Miami Valley Career Technology Center, and (a) to the extent such Statutory Service Payments are in respect of a Developed Parcel (as defined below) and relate to any tax year until the first tax year following the expiration of a CRA Exemption applicable to that Developed Parcel and (b) to the extent such Statutory Service Payments are in respect of an Undeveloped Parcel (as defined below), such Statutory Service Payments will be pledged to the payment of Administrative Costs (as defined in the Development Agreement) and to pay the Debt Service on the Bonds.

Section 3. **Minimum Service Payments**. Pursuant to Ohio Revised Code Section 5709.91, with respect to its period of ownership of the Property (including, without limitation, any unpaid amounts at the time each Owner acquired the Property), each Owner shall pay to the County Treasurer, or alternatively, if notified in writing by the City, to a bond trustee designated by the

City from time to time (a "***Bond Trustee***"), as minimum service payments (each a "***Minimum Service Payment***") its designated amount as described below, plus any costs incurred to enforce the collection of such Minimum Service Payments, with respect to each Parcel comprising part of the Property or such lesser amount allocated to each portion of the Property (and each Owner) upon a split of tax Parcels as set forth below. The Minimum Service Payments will be pledged to pay the Administrative Costs and the Debt Service on the Bonds.

The Minimum Service Payment for each Parcel of the Property shall be calculated as follows:

(a) Minimum Service Payment for Developed Parcels. For each Parcel of the Property for which a certificate of occupancy for a single-family residence has been issued (each a "***Developed Parcel***"), the Minimum Service Payment for each tax year shall equal an amount (in dollars) which is the product of (a) the portion of the aggregate real property tax valuation of such single-family residence which is then eligible for the CRA Exemption; *provided that*, if the City determines that the then available real property tax valuation for such parcel does not reflect the completion of single-family residence thereupon, the purchase price for such single-family residence may be used instead, multiplied by (b) the then current and applicable effective rate of real property taxation. The aggregate of the Minimum Service Payments projected by the City to be collected in any calendar year in accordance with the computation in this paragraph shall be referred to herein as the "***Aggregate Developed Parcels Payments***".

(b) Minimum Service Payment for Undeveloped Parcels. For any calendar year in which the City projects that the sum of Administrative Costs and the aggregate Debt Service on all Bonds which have been issued and remain outstanding (referred to in the Development Agreement and herein as the "***Annual Debt Service Requirement***") will exceed the sum of the Aggregate Developed Parcels Payments and the Pledged Net Statutory Service Payments (each as defined in the Development Agreement with such excess being referred to in the Development Agreement and herein as the "***Debt Service Requirement Deficit***"), the City will no later than _____, provide written notice to the Developer of such Deficit, and no later than _____, the Developer will determine and provide in writing to the City the respective acreage for each Parcel of the Developer Property for which one or more certificates of occupancy for a single-family residence are eventually expected to but have not yet been issued (each an "***Undeveloped Parcel***")(that collective acreage being referred to herein as the "***Undeveloped Residential Acreage***") and then the City shall compute for each such Parcel the allocable portion of the Debt Service Requirement Deficit based on that Parcel's acreage in proportion to the Undeveloped Residential Acreage, which computed amount shall be the Minimum Service Payment for that Parcel.

(c) Other Minimum Service Payments. In addition to the Minimum Service Payment amounts set forth in the two preceding paragraphs, each Owner shall be required to pay any costs incurred to enforce the collection of such Minimum Service Payment with

respect to each Parcel comprising the Property or such lesser amount allocated to each portion of the Property (and each Owner) upon split of tax Parcels as set forth below.

Each year, the City shall determine the amounts of the Minimum Service Payments due and certify such amounts to the County Auditor of Montgomery County, Ohio (the "***County Auditor***") by no later than September 1 of each year. The County Auditor shall include such Minimum Service Payment due in each property tax bill for the Parcel for the following year. The Minimum Service Payment due for each Parcel in a calendar year will be payable in two equal installments and will be collected at the same time and in the same manner as real property tax payments.

Each Undeveloped Parcel shall be subject to a Minimum Service Payment for so long as Bonds are outstanding. Once an Undeveloped Parcel becomes a Developed Parcel, such Parcel shall be subject to a Minimum Service Payment only for so long as Bonds are outstanding and a CRA Exemption is applicable to such Parcel.

Section 4. **Binding Nature of Obligations**. Each of Owner's obligations under this Declaration, including without limitation its obligation to make Statutory Service Payments and Minimum Service Payments, are absolute and unconditional covenants running with the land and are binding and enforceable by the City and any Bond Trustee. Except as provided in this Declaration, the Owner shall make all Statutory Service Payments and Minimum Service Payments without abatement, diminution or deduction, regardless of any cause or circumstances whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim which the Owner may have or assert against the City, or anyone acting by or on behalf of the City, or damage to or destruction of the Property.

Declarant, on behalf of itself and each subsequent Owner, agrees that each of its covenants contained in this Declaration, including without limitation, the obligation to make Statutory Service Payments and Minimum Service Payments, is a covenant running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City or any Bond Trustee against the Property and each Owner, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The City and any Bond Trustee each has the right in the event of any breach of any covenant herein contained, including without limitation the Owner's obligation to make Statutory Service Payments and Minimum Service Payments, to exercise all legal and equitable rights and remedies and to maintain all actions or suits at law or in equity as against the Owner and any transferee, successor and assign thereof as may be necessary to enforce the Owner's obligations hereunder, and to maintain all other proper proceedings to which the City and/or any Bond Trustee may be entitled to cure that breach.

Declarant, on behalf of itself and each subsequent Owner, further agrees that (a) all covenants herein, including without limitation its obligation to make Statutory Service Payments and Minimum Service Payments, whether or not these covenants are included by the Declarant in

any deed to its successors and assigns, are binding upon each subsequent Owner and are enforceable by the City and the Bond Trustee for the Bonds, and (b) any future Owner of the Property, or any successors or assigns of the Declarant or such Owner, will be treated as an Owner for all purposes of this Declaration.

Subject to Section 10, the Declarant, on behalf of itself and each subsequent Owner, further agrees that its covenants herein, including without limitation its obligation to make Statutory Service Payments and Minimum Service Payments, will remain in effect so long as the Statutory Service Payments and Minimum Service Payments can be collected pursuant to the TIF Statute and ORC Section 5709.91, respectively, the TIF Ordinance, or this Declaration unless otherwise modified or released in writing by the City in a written instrument filed in the Official Records of the County Recorder of Montgomery County, Ohio following full and final payment of all Bonds.

Section 5. **Exemption Applications**. The City and each Owner will cooperate in the preparation, execution and filing of all applications for real property tax exemption, including the real property tax exemption granted by the TIF Ordinance and the CRA Exemption, together with other required documents and information with the appropriate officials of the State of Ohio and Montgomery County, Ohio as required to effect the exemption from real property taxation as provided by the TIF Ordinance. The City agrees to cooperate and to execute those further documents and provide that further information as are reasonably required in connection therewith. The Owner will continuously use due diligence and employ commercially reasonable efforts to keep the exemption under the TIF Ordinance in force, not permitting the same to lapse or be suspended or revoked for any reason within the Owner's control.

The Owner shall not file an application for real-property tax exemption as to any Parcels under any provision of law other than pursuant to the CRA Statute or the TIF Statute without the express prior written consent of the City. In the event that the Owner fails to timely file any application for a real property tax exemption required by ORC Section 5709.911, the Owner's execution of this Declaration, and any subsequent Owner's acceptance of the conveyance of any of the Property, shall be deemed to constitute the Owner's written consent to an application filed by the City in accordance with ORC Section 5709.911. In the event that, subsequent to allowance of the exemption under the TIF Ordinance, the same is at any time revoked or suspended or the obligation to make Statutory Service Payments becomes unenforceable pursuant to ORC Section 5709.911(D), then the Owner will nevertheless continue to make Minimum Service Payments.

Section 6. **Maintenance of TIF by City**. The City will not, so long as this Declaration remains effective, and without the consent of the Owner:

(a) transfer, encumber, spend, use, commit or pledge the Statutory Service Payments or Minimum Service Payments in any way other than pursuant to the Development Agreement; or

(b) amend, repeal, supplement, or supersede the TIF Ordinance, this Declaration or the Development Agreement in any way that would reduce the amount of Minimum Service Payments available pursuant to the Development Agreement.

Section 7. **Default; Remedies**. The following are events of default under this Declaration (with respect to Owners, the following are events of default only with respect to the defaulting Owner):

(a) The failure of the Owner to pay on its due date any Statutory Service Payment or Minimum Service Payment, or any installment thereof, including any applicable late payment charges, which failure continues for more than thirty (30) days following delivery of a written notice of default thereof by the City;

(b) The failure of the Owner to perform or observe any other covenant made by it in this Declaration, which failure continues for more than thirty (30) days following delivery of a written notice of default thereof by the City or such longer period as is needed to cure the failure using reasonable diligence, provided that such cure is initiated during the original thirty (30) day period;

(c) The failure by the City to observe its covenants set forth in Section 6;

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

(e) The making by the Owner of a general assignment for the benefit of creditors;

(f) The entry of an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Owner as debtor; or

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

The provisions of this Declaration may be enforced, alone or together, to the fullest extent permitted by law, against the defaulting party by the City, any Bond Trustee or the Owner. As the remedy at law for the breach of any of the terms of this Declaration may be inadequate, each enforcing party has a right of temporary and permanent injunction, specific performance and other equitable relief that may be granted in any proceeding brought to enforce any provision hereof, without the necessity of proof of actual damage or inadequacy of any legal remedy. The waiver of any default by a party does not constitute a waiver by all parties or a waiver of other defaults. All rights and remedies granted herein are cumulative, non-exclusive and in addition to any and all rights and remedies that the City, any Bond Trustee or the Owner may have or may be given by reason of any law, statute, or otherwise, and no failure to exercise or delay in exercising any remedy shall effect a waiver of such party's right to exercise such remedy thereafter.

In addition to its other remedies, if an Event of Default under Section 7(a) occurs, the City may assess as part of the Minimum Service Payment then due a penalty equal to 10% of the overdue amount. That penalty may be assessed at any time on or after occurrence of an Event of Default. In addition, the City may charge as part of the Minimum Service Payment installment

interest on the overdue amount at a maximum rate of ten percent (10%) per year, calculated on the basis of a 365- or 366-day year, as applicable, for the actual days elapsed until payment. Interest may be compounded semi-annually. The City or any Bond Trustee, on behalf of the City may certify any overdue Minimum Service Payment installment, including penalties and interest, to the County Auditor for collection on real-property tax bills. Any Minimum Service Payment installment so certified may be subject to additional penalties and interest imposed by the County Treasurer if real property tax bills containing such Minimum Service Payment installments are not paid when due. Any amounts actually recovered by the City due to the payment in full of delinquent Minimum Service Payments, and any interest and penalties imposed by the County Treasurer associated with such delinquent Minimum Service Payments, shall be credited against the penalty due under this paragraph.

It is the further intention and agreement of the Declarant, as owner of fee title to the Property and on behalf of all future Owners, that this Declaration constitutes and be deemed to be a lien encumbering and running with the Property to secure the obligations of the Owner to make Statutory Service Payments and Minimum Service Payments (and, if applicable, pay interest and penalties) and perform other obligations under this Declaration, and is intended to have the same lien rights and same priority as real estate taxes, and the Owner will not contest those lien rights or priority. In furtherance of the foregoing, any of the City or any Bond Trustee may, upon the Owner's default of its obligations, and without limiting any other right or remedy otherwise available to the City or any Bond Trustee, foreclose upon that lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, or delinquent real estate taxes, and the Owner will not contest the validity of any such lien or procedures, or any claim by the City or any Bond Trustee that the Minimum Service Payments constitute "minimum service payment obligations" for purposes of ORC Section 5709.91. In the event that a Parcel is subject to a tax lien foreclosure action initiated by a party other than the City that would foreclose the lien created by this Declaration, the City or any Bond Trustee may declare immediately due and payable all Minimum Service Payments due in the then current year or any future year for that Parcel. The City or any Bond Trustee shall rescind any such declaration of acceleration at the request of the Owner or any mortgagee of the Property at such time as the lien created by this Declaration is no longer subject to such foreclosure action. Except as provided in this paragraph, the annual obligation to make Minimum Service Payments is not subject to acceleration.

Section 8. **Taxes, Assessments and Liens**. The Owner will pay, when due: (a) all taxes, assessments, and levies of every type or nature levied or assessed against the Property as and when they are due and payable, and (b) any other claim, lien, or encumbrance against the Property prior to or on parity with the lien of this Declaration. The Owner may contest the amount or the payment of any such tax, assessment, levy, claim, lien or encumbrance in good faith by an appropriate proceeding so long as during the pendency of such proceeding the Property is not sold to satisfy such tax, assessment, levy, claim, lien or encumbrance.

For purposes of this Declaration, the term "***Permitted Encumbrances***" means: (x) all legal highways; (y) any covenants, restrictions and easements of record set forth on **EXHIBIT B** hereto; and (z) all zoning and building laws, ordinances, and regulations.

If the Owner fails to pay, when due, any claim, lien, or encumbrance that is prior to or on parity with this Declaration, other than the Permitted Encumbrances, or any tax, assessment, or levy, and if any such failure or condition is not cured (or bond, title insurance, or other security provided to protect the priority of this Declaration) within 30 days after written notice from or on behalf of the City to the Owner (except that no notice or cure period is required if the action is necessary to protect the security of this Declaration), then the City, at its option, may pay the claim, lien, encumbrance, tax, assessment, or levy and any penalty or interest on the same. The Owner must pay to the City within 10 days after written demand, all sums of money advanced by the City under the provisions of this paragraph, together with interest on each advance at the rate of ten (10%) percent per year. All such advances and interest on the same will be added to the next Minimum Service Payment installment due and are secured by this Declaration.

Section 9. **Notices**. Any notice required or permitted to be given to the Owner or the City is deemed given if mailed by certified or registered United States mail, postage prepaid, addressed to the applicable party at its address first set forth above in this Declaration. Each of the Owner and the City may, from time to time, change its notice address by giving written notice to the other party at that party's then current notice address, in accordance with the provisions of this Section.

Section 10. **Duration of Declaration; Termination**. This Declaration is effective on the date that it is executed by all parties hereto. This Declaration terminates as to each Undeveloped Parcel upon the occurrence of the repayment in full of all Bonds and as to each Developed Parcel upon the occurrence of the earlier of (a) the repayment in full of all Bonds or (b) the payment in full of the Minimum Service Payments (as required by Section 3) for each year in respect of which such Developed Parcel was eligible for a CRA Exemption. This Declaration will survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon the termination of this Declaration as to any Parcel and upon the request of the Owner, the City will execute and deliver to the Owner those documents and instruments as the Owner reasonably requests to evidence the termination.

Section 11. **Reporting Requirements**. During each year that the tax exemption granted pursuant to the TIF Ordinance remains in effect, to the extent the City reasonably requests, each Owner agrees to use reasonable efforts to provide within thirty (30) days following notice from the City, the information regarding the Owner or its Parcels that the City is required to provide in any reports required by the Director of the Ohio Department of Development in accordance with the TIF Statute or that the City must prepare for the tax incentive review council in accordance with ORC Section 5709.85.

Section 12. **Severability**. Any provision of this Declaration that is determined by a court of competent jurisdiction to be prohibited or unenforceable is ineffective only to the extent of the prohibition or unenforceability, without invalidating the remaining provisions.

Section 13. **Estoppel Certificate**. The City covenants that within fifteen days of receiving a written request from any Owner it will deliver to the Owner an estoppel certificate

certifying the status of the obligations secured hereby, in such reasonable detail as the Owner may request.

Section 14. **Interpretation**. Any reference to a section or provision of the Constitution of the State of Ohio, or a section, provision or chapter of the ORC includes the section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided*, that no amendment, modification, revision, supplement or superseding section, provision or chapter will be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of any party under this Declaration. No presumption will apply in favor of any party in the interpretation of this Declaration or in the resolution of any ambiguity of any provision hereof. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Declaration; and the term "hereafter" means after, and the term "heretofore" means before, the date of execution and delivery of this Declaration. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Declaration, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Declaration.

Section 15. **Governing Law**. This Declaration is made under the laws of the State of Ohio and is for all purposes governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question among the parties, their respective agents, and employees arising out of or relating to this Declaration or its breach must be filed and decided in a court of competent jurisdiction within Montgomery County, Ohio.

Section 16. **Counterparts; Captions**. This Declaration may be executed in counterpart, and in several counterparts, each of which is an original and all of which constitute one and the same Declaration. Captions have been provided herein for convenience only and do not affect the construction or interpretation of this Declaration.

This Instrument prepared by:
Christopher J. Franzmann
Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

EXECUTED this _____ day of _____, 20__.

DECLARANT:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: _____

Its: _____

STATE OF OHIO)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public

ACCEPTED AND AGREED:

CITY OF HUBER HEIGHTS, OHIO,
an Ohio municipal corporation

By: _____
John Russell, City Manager

STATE OF OHIO)
) ss
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by John Russell, City Manager of the City of Huber Heights, Ohio, an Ohio municipal corporation, on behalf of the City. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public

Approved as to form:

_____
Chris Conard, City Attorney

EXHIBIT A

Legal Description

EXHIBIT B

Permitted Encumbrances

AI-10488 **Topics Of Discussion** P.

Council Work Session

Meeting Date: 11/19/2024

YMCA Ground Lease Modification

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

YMCA Ground Lease Modification

Purpose and Background

The YMCA of Greater Dayton is obtaining financing for the expansion of the Huber Heights YMCA, including improvements to the space leased to the City for use as the Huber Heights Senior Center. Because the land is owned by the City and the YMCA is the Lessee under a long-term ground lease, City consent is required for mortgages granted by the YMCA on its leasehold interest. A mortgage granted by the YMCA does not create a lien on the City's property. Similar approvals were granted in 2014 and 2017.

Exhibits A, B, and C to this legislation were not available at the time of the meeting packet distribution.

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 ENTER INTO A LEASE MODIFICATION FOR THE GROUND LEASE AGREEMENT WITH THE YMCA OF GREATER DAYTON AS A RESULT OF THE YMCA OBTAINING FINANCING FOR THE EXPANSION OF THE YMCA.

WHEREAS, the City of Huber Heights, Ohio ("City") and the YMCA of Greater Dayton ("YMCA") entered into a ground lease agreement dated March 23, 2004 ("Ground Lease") for the construction of a YMCA facility in the City to service and enhance the recreations services, programs, activities, and facilities for the residents of Huber Heights; and

WHEREAS, the expansion and improvements to the Huber Heights YMCA will be financed by the YMCA requiring it to execute certain documents requested by the YMCA and/or the YMCA's lender; and

WHEREAS, to effectuate the common goals of the YMCA and the City as contemplated by this Resolution, and the existing contractual obligations between the YMCA and the City, the YMCA and the City shall execute the Third Ground Lease Amendment, the Recognition and Consent Agreement, and Subordination Nondisturbance and Attornment Agreement, in substantive form, as evidenced in Exhibits A, B, and C respectively, attached hereto and incorporated herein.

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

Section 1. The City Manager, for and in the name of the City of Huber Heights, is hereby authorized to take all actions necessary to enter into and execute the Third Ground Lease Amendment for the purpose of allowing the YMCA to obtain financing for the expansion of its facilities, substantially set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. The City Manager, for and in the name of the City of Huber Heights, is hereby authorized to take all actions necessary to enter into and execute the Recognition and Consent Agreement, for the purpose of allowing the YMCA to obtain financing for the expansion of its facilities, substantially set forth in Exhibit B, attached hereto and incorporated herein.

Section 3. The City Manager, for and in the name of the City of Huber Heights, is hereby authorized to take all actions necessary to enter into and execute the Subordination Nondisturbance and Attornment Agreement, for the purpose of allowing the YMCA to obtain financing for the expansion of its facilities, substantially set forth in Exhibit C, attached hereto and incorporated herein.

Section 4. The City Council further hereby authorizes and directs the City Manager, the Director of Finance, the City Attorney, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution.

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution No. 2024-R- passed by the Council of the City of Huber Heights, on _____ , 2024.

_____
Clerk of Council

AI-10487 **Topics Of Discussion** **Q.**

Council Work Session

Meeting Date: 11/19/2024

2025 Annual Legislation

Submitted By: Rachael Dillahunt

Department:	City Manager	**Division:**	City Manager
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	11/19/2024
Audio-Visual Needs:	None	**Emergency Legislation?:**	No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2025 Annual Legislation

Purpose and Background

A resolution authorizing the City Manager to enter into the necessary agreements and make necessary purchases of goods and services with certain vendors and supplies for the purchase, maintenance, and service of equipment, professional services, and miscellaneous operating expenses by various departments and divisions of the City of Huber Heights for Fiscal Year 2025 and waiving the competitive bidding requirements.

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 ENTER INTO THE NECESSARY AGREEMENTS AND MAKE NECESSARY PURCHASES OF GOODS AND SERVICES WITH CERTAIN VENDORS AND SUPPLIERS FOR THE PURCHASE, MAINTENANCE, AND SERVICE OF EQUIPMENT, PROFESSIONAL SERVICES, AND MISCELLANEOUS OPERATING EXPENSES BY VARIOUS DEPARTMENTS AND DIVISIONS OF THE CITY OF HUBER HEIGHTS FOR FISCAL YEAR 2025 AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

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

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

WHEREAS, these purchases and services are needed retroactive or effective January 1, 2025, in order to perform the day-to-day routine operations of the various departments and divisions of the City; and

WHEREAS, these purchases and services are needed retroactive or effective January 1, 2025, in order to perform the day-to-day routine operations of the various departments and divisions of the City; and

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

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

Section 1. The City Manager is hereby authorized to enter into agreements and make necessary expenditures of funds with identified vendors and suppliers for the purchase, maintenance and service of equipment, professional services, and miscellaneous operating expenses by the various departments and divisions of the City retroactive or effective January 1, 2025, as follows:

a. K.E. Rose for the purchase of vehicle parts, equipment and service for the Police Division at a cost not to exceed $75,000.
b. Phoenix Outfitters for the purchase of uniforms and equipment for the Police Division at a cost not to exceed $65,000.
c. Montgomery County, Ohio, for the use of prisoner housing, processing, medical testing, radio lease, maintenance, and court parking for the Police Division at a cost not to exceed $100,000.
d. Agile Networks for the use of connectivity switch maintenance for phones and radios for the Police Division at a cost not to exceed $32,000.
e. State of Ohio for the use of LEADS, OVI tests, OPOTA training for the Police Division at a cost no to exceed $100,000.
f. P&R Communications for the use of radio maintenance for the Police Division at a cost not to exceed $50,000.
g. Locution for the use of automated FIRE/EMS dispatching for the Police Division at a cost not to exceed $35,000.
h. Motorola for the use of dispatch console maintenance, P1 RMS/CAD maintenance, radio, radio batteries, mobile dashcam and bodycam purchase for the Police Division at a cost not to exceed $500,000.
i. Dayton Chrysler Dodge Jeep for the use of vehicle maintenance, repairs, and parts for the Police Division at a cost not to exceed $25,000.
j. Amazon for the use of office supplies, computer supplies, K9 dog food and other miscellaneous items for the Police Division at a cost not to exceed $35,000.

k. GTG for the use of GIS mapping maintenance for multiple departments/divisions at a cost not to exceed $70,000.
l. Various vendors for the use of road salt for the Public Works Division at a cost not to exceed $250,000.
m. K-Tech for the use of other deicing materials for the Public Works Division at a cost not to exceed $30,000.
n. Various vendors for the use of tires and tubes for the Public Works Division at a cost not to exceed $30,000.
o. Various vendors for the use of traffic paint and glass beads for the Public Works Division at a cost not to exceed $85,000.
p. DJL Material for the use of asphalt/aggregate materials for the Public Works Division at a cost not to exceed $120,000.
q. Northcoast Products for the use of asphalt/aggregate materials for the Public Works Division at a cost not to exceed $120,000.
r. Valley Asphalt for the use of asphalt/aggregate materials for the Public Works Division at a cost not to exceed $120,000.
s. Various vendors for the use of tree services for the Public Works Division at a cost not to exceed $30,000.
t. Wat-Kem for the use of plumbing services for the Public Works Division at a cost not to exceed $50,000.
u. Greentech for the use of irrigation and any other landscape projects for City parks and Rose Music Center for the Public Works Division at a cost not to exceed $100,000.
v. I-Supply for the use of janitorial supplies for all departments/divisions at a cost not to exceed $12,000.
w. Gasoline for the use of fuel for all departments/divisions at a cost not to exceed $400,000.
x. Diesel fuel for the use of fuel for all departments/divisions at a cost not to exceed $300,000.
y. Medicount for the use of EMS billing for the Fire Division at a cost not to exceed $120,000.
z. Phoenix Fire Safety Outfitters for the use of personnel protective clothing for the Fire Division at a cost not to exceed $35,000.
aa. 911 Fleet and Fire Equipment for the use of personnel protective gear for the Fire Division at a cost no to exceed $70,000.
bb. City of Dayton (Fire Department Garage) for the use of vehicle maintenance and service of Fire apparatus for the Fire Division at a cost not to exceed $40,000.
cc. Bound Tree Medical for the use of EMS and pharmaceutical supplies for the Fire Division at a cost not to exceed $45,000.
dd. MES for the purchase of uniforms for the Fire Division at a cost not to exceed $23,000.
ee. ESO for the use of Fire and EMS Software Maintenance for the Fire Division at a cost not to exceed $36,000.
ff. Stryker for the use of cardiac monitor, cot, and AED maintenance for the Fire Division at a cost not to exceed $40,000.
gg. Heritage Fire Equipment for the use of vehicle maintenance and parts for the Fire Division at a cost not to exceed $30,000.
hh. Rush Trucking for the use of vehicle maintenance and parts for the Fire Division at a cost not to exceed $20,000.
ii. P&R Communications for the use of radio maintenance for the Fire Division at a cost not to exceed $150,000.
jj. Lowes for the use of building maintenance parts and other consumables for the Fire Division at a cost not to exceed $15,000.
kk. Atlantic Emergency Solutions for the use of vehicle maintenance and SCBA parts for the Fire Division at a cost not to exceed $20,000.
ll. Motorola for the use of radio and radio supplies (batteries, chargers, and microphones) for the Fire Division at a cost not to exceed $60,000.
mm. American Ramp Company for the bike park amenity maintenance for the Parks and Recreation Department at a cost not to exceed $110,000.
nn. Belson Outdoors for benches, tables and park amenities for the Parks and Recreation Department at a cost not to exceed $50,000.
oo. Squire, Patton, Boggs, LLC for the use of professional financial legal and bond counsel services for the Finance Department at a cost not to exceed $200,000.
pp. Plattenburg & Associates for the use of professional financial audit services for the Finance Department at a cost not to exceed $110,000.

qq. Coolidge Wall for the use of legal services for all departments at a cost not to exceed $350,000.
rr. Creative Financial Staffing for the use of temporary staffing services for the Accounting and Tax Divisions of the Finance Department at a cost not to exceed $190,000.
ss. Bradley Payne Advisors, LLC for the use of City debt services for the Finance Department at a cost not to exceed $175,000.
tt. Lennon & Company CPA for the Finance Department at a cost not to exceed $60,000.
uu. Civica CMI for the use of financial software applications for the Finance Department at a cost not to exceed $150,000.
vv. CDW-G for the use of state-term contract computer and electronic equipment for the IT Department at a cost not to exceed $80,000.
ww. Amazon for the use of computer and electronic equipment for the IT Department at a cost not to exceed $50,000.
xx. Lakeshore IT for the use of computer and electronic equipment for the IT Department at a cost not to exceed $40,000.
yy. Dell IT Technologies for the use of computer and electronics for the IT Department at a cost not to exceed $50,000.
zz. SHI International for the purchase of software and licensing for cloud-based applications for the IT Department at a cost not to exceed $80,000.
aaa. Secure Cyber Defense for cybersecurity services for the IT Department at a cost not to exceed $300,000.

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-10477 **Topics Of Discussion** **R.**

Council Work Session

Meeting Date: 11/19/2024

Increase Not To Exceed Amount - T & W General Services, LLC - Planning Department

Submitted By: Geri Hoskins

Department: Assistant City Manager - Public Services
Division: Planning
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: None
Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Increase Not To Exceed Amount - T&W General Services, LLC - Planning Department

Purpose and Background

This legislation increases the not to exceed amount for T & W General Services by $2,000 for a new total of $47,000 for nuisance abatement services for the Planning Department.

Fiscal Impact

Source of Funds:	Planning Department Budget
Cost:	$2,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

TO INCREASE THE NOT TO EXCEED AMOUNT FOR T&W GENERAL SERVICES, LLC FOR ADDITIONAL SERVICES FOR THE CITY OF HUBER HEIGHTS FOR FISCAL YEAR 2024.

WHEREAS, T&W General Services, LLC provides nuisance abatement services to the City of Huber Heights; and

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

Section 1. The City Manager is hereby authorized to increase the not to exceed amount for T&W General Services, LLC by $2,000.00 for a new total of $47,000.00 to cover all of the additional expenses for Fiscal Year 2024 for services, including nuisance abatement services for the Planning Department, as needed.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-10492 **Topics Of Discussion** **S.**

Council Work Session

Meeting Date: 11/19/2024

Increase Not To Exceed Amount - Lennon & Company, CPA

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Increase Not To Exceed Amount - Lennon & Company, CPA

Purpose and Background

This legislation increases the not to exceed amount of $30,000 by $5,000 to a new total of $35,000 for Fiscal Year 2024 for additional professional services provided by Lennon & Company, CPA for the preparation of the City's Annual Comprehensive Financial Report.

Fiscal Impact

Source of Funds:	General Fund
Cost:	$5,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

TO INCREASE THE NOT TO EXCEED AMOUNT FOR LENNON & COMPANY, CPA FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE FINANCE DEPARTMENT FOR FISCAL YEAR 2024.

WHEREAS, Lennon & Company, CPA has previously performed other professional services for the City of Huber Heights, including the preparation of the Annual Comprehensive Financial Report, and the City desires the ability to use Lennon & Company, CPA to perform additional professional services; and

WHEREAS, the City Council approved an annual spending limit for Lennon & Company of $30,000.00 in Resolution No. 2024-R-7360 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 increase the not to exceed amount for Lennon & Company, CPA by $5,000.00 for a new total of $35,000.00 to cover all of the additional expenses for Fiscal Year 2024 for professional services, including the preparation of the Annual Comprehensive Financial Report, as needed.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-10486 **Topics Of Discussion** **T.**

Council Work Session

Meeting Date: 11/19/2024

Supplemental Appropriations

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED **Division:** Finance/Tax

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/19/2024

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:

- $12,007.06 transfer from Law Enforcement Assistance Grant Fund to the Police Fund for training grant revenue to reimburse previous expenses.
- $19,200 for continued hybrid cloud hosting of Finance Department software applications until full cloud software is purchased.
- $25,000 for temporary accounting professional services.
- $391,600 for principal, interest and issuance costs for notes issuance in July and November.
- $6,000,000 for DEC settlement from the 20th Amendment to the development agreement approved by the City Council on 8/26/24.

Fiscal Impact

Source of Funds: Various Funds

Cost: $435,800

Recurring Cost? (Yes/No): No

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

Financial Implications:

The $6 million appropriation in the Carriage Trails Infrastructure Fund is not a fiscal impact to the budget at this time because notes were issued for this expense, so the additional revenues will match the additional expenses.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

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

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

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

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

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

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

EXHIBIT A

Transfer:

Amount	*Fund From*	*Fund To*	*Purpose*
$12,007.06	242 Law Enf Assist Grant	209 Police	Transfer for training grant revenue

EXHIBIT B

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

1) Section 1 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 101 General Fund, as follows:

   a. Subsection k) Accounting, Operations and Capital of $44,200.00

2) Section 17 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 242 Law Enforcement Assistance Grant Fund, Transfers of $12,007.06.

3) Section 31 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 406 Capital Improvement Fund, as follows:

   a. Subsection d) Non-Departmental, Debt Service of $201,500.00.

4) Section 32 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 410 Transformative Economic Development Fund, as follows:

   a. Subsection b) Non-Departmental, Debt Service of $95,000.00.

5) Section 35 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 431 Fire Capital/Equipment Fund, as follows:

   a. Subsection c) Non-Departmental, Debt Service of $30,600.00.

6) Section 40 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 454 Carriage Trails Infrastructure Fund, as follows:

   a. Subsection a) Capital, Operations and Capital of $6,000,000.00.

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 f) Non-Departmental, Debt Service of $500.00.

8) Section 43 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 504 Water Utility Reserve Fund, as follows:

   a. Subsection b) Non-Departmental, Debt Service of $64,000.00.

General Fund	$44,200.00
Law Enforcement Assist. Grant Fund	$12,007.06
Capital Improvement Fund	$201,500.00
Transformative Economic Dev. Fund	$95,000.00
Fire Capital/Equipment Fund	$30,600.00
Carriage Trails Infrastructure Fund	$6,000,000.00
Water Fund	$500.00
Water Utility Reserve Fund	$64,000.00

AI-10476 **Topics Of Discussion** **U.**

Council Work Session

Meeting Date: 11/19/2024

County Assessments Authorization - Grass/Trash/Property Maintenance/Delinquent Utilities

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED
Division: Finance/Tax
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 11/19/2024

Audio-Visual Needs: None
Emergency Legislation?: Yes

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

County Assessments Authorization - Grass/Trash/Property Maintenance/Delinquent Utilities

Purpose and Background

Montgomery County requires all communities to pass separate legislation for assessments that are to be added to the tax duplicate. Therefore, before the City can assess property for such things as annual sidewalk and lighting assessments, grass/weed charges, property maintenance abatement, unpaid water and sewer, etc., the City must pass legislation specifically identifying the property and the amount of the assessment. Assessments are based on collection for City services previously provided; therefore, City Staff are asking that this item be passed as an emergency.

Exhibit A, which provides all details of the various assessments, is attached. Residents were notified of their assessments, and payoffs have been made by residents over the past month. The amounts listed on Exhibit A are for those properties for which no payoffs were received for the work performed. This is the only legislation in 2024 which includes assessments for delinquent utility amounts, due to the repercussions from the cyberattack in November, 2023.

City Staff request waiving of the second reading and approval of this legislation at the City Council Meeting on November 25, 2024, because that is the last opportunity to present assessments for the 2024 property tax bills that residents will receive in 2025.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

Ordinance
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

APPROVING INDIVIDUAL ASSESSMENTS AMOUNTS AND DIRECTING THE DIRECTOR OF FINANCE OR HIS/HER DESIGNEE TO CERTIFY THE AMOUNTS TO THE APPLICABLE COUNTY AUDITOR FOR COLLECTION, AND DECLARING AN EMERGENCY.

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

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

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

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

WHEREAS, as a result of the foregoing, the City of Huber Heights has passed, and will in the future pass, laws to assess real property for all or part of the cost of a public improvement and/or certain permitted costs of abatement or collection, including but not limited to Ordinance No. 97-O-997 codified as Huber Heights Code Section 175.04 Assessments for Capital Improvement Projects (for sanitary sewer, water, sidewalks and drive aprons, roadways and storm sewers); Ordinance No. 90-O-419 codified as Huber Heights Code Section 919.01 (street lighting); Ordinance No. 2009-O-1771 codified as Huber Heights Code Section 929.16 (unpaid water service); Ordinance No. 1996-O-856 codified as Huber Heights Code Section 923.08 (unpaid sanitary sewer); Ordinance No. 2002-O-1325 codified as Huber Heights Code Section 922.32 (stormwater); Ordinance No. 2014-0-2096 codified as Huber Heights Code Section 521.11 (nuisance in the right of way); Huber Heights Code Section 911.02 (sidewalk repair); Ordinance No. 2002-O-1324 and No. 2011-O-1897 (weed cutting assessment); Huber Heights Code Sections 925.05 (lower Rip Rap Road sewer district assessment), 952.04 (nuisance abatement for false alarms), 521.081, (littering and deposit of garbage) and such other ordinances or resolution that may be passed from time to time pursuant to these codified laws; and

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

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

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

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

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

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

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

EXHIBIT A

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31500	Grass/Weeds	P70 00114 0021	7670 Stancrest Drive	$361.31	2024	February 2025
31500	Grass/Weeds	P70 00706 0021	6721 Deer Meadows Drive	$340.71	2024	February 2025
31500	Grass/Weeds	P70 00905 0026	4350 Mozart Avenue	$361.31	2024	February 2025
31500	Grass/Weeds	P70 00913 0004	4427 Kitridge Road	$361.31	2024	February 2025
31500	Grass/Weeds	P70 01002 0019	7142 Rio Vista Ct. vacant lot	$443.71	2024	February 2025
31500	Grass/Weeds	P70 01008 0061	5972 Tomberg Street	$340.71	2024	February 2025
31500	Grass/Weeds	P70 01312 0011	7753 Shalamar Drive	$340.71	2024	February 2025
31500	Grass/Weeds	P70 01404 0030	4807 Nebraska Ave.	$340.71	2024	February 2025
31500	Grass/Weeds	P70 01601 0019	6130 Cruxten Drive	$340.71	2024	February 2025
31500	Grass/Weeds	P70 01801 0008	6001 Taylorsville Road	$361.31	2024	February 2025
31500	Grass/Weeds	P70 02019 0004	7489 Bridgewater Road	$361.31	2024	February 2025
31500	Grass/Weeds	P70 02021 0009	5985 Fox Trace Court	$361.31	2024	February 2025
31500	Grass/Weeds	P70 02023 0001	4130 Powell Road	$402.51	2024	February 2025
31500	Grass/Weeds	P70 02027 0020	5675 Cottonwood Court	$340.71	2024	February 2025
31500	Grass/Weeds	P70 02211 0086	3041 Burr Oak Drive	$340.71	2024	February 2025
31500	Grass/Weeds	P70 03908 0126	Bellefontaine Road	$763.82	2024	February 2025
31500	Grass/Weeds	P70 03909 0127	7501 Brandt Pike	$361.31	2024	February 2025
31500	Grass/Weeds	P70 04004 0017	4949 Chambersburg Road	$340.71	2024	February 2025
				$6,864.89		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31850	Trash/Litter	P70 00117 0022	7730 Remmick Lane	$610.49	2024	February 2025
				$610.49		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31950	Property Maintenance	P70 00202 0266	4025 Kennebec Avenue	$3,397.16	2024	February 2025
31950	Property Maintenance	P70 00202 1185	6475 Rip Rap Road	$502.91	2024	February 2025
31950	Property Maintenance	P70 01209 0015	5900 Clearlake Drive	$502.91	2024	February 2025
31950	Property Maintenance	P70 01408 0042	5701 Belmar Drive	$520.58	2024	February 2025
31950	Property Maintenance	P70 01411 0037	5773 Botkins Road	$858.26	2024	February 2025
31950	Property Maintenance	P70 01914 0042	7213 Belle Plain Drive	$430.81	2024	February 2025
31950	Property Maintenance	P70 01919 0032	7615 Pomeranian Drive	$4,830.49	2024	February 2025
				$11,043.12		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31003	Stormwater	P70 00103 0005	4619 Passaic Ct	$27.79	2024	February 2025
31103	Stormwater	P70 00202 0001	6101 Rip Rap Rd	$3.68	2024	February 2025
31103	Stormwater	P70 00202 0010	6141 Rip Rap Rd	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0113	5819 Shore Dr	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0142	5821 Shore Dr	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0173	6177 Apache St	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0212	6171 Pocahontas St	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0225	6035 Shore Dr	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0266	4025 Kennebec Dr	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0284	4086 Catawba Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0330	6219 Apache St	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0358	4013 Champaign Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0362	4029 Champaign Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0365	4045 Champaign Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0376	6325 Champaign Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0534	4156 Navajo Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0578	4180 Navajo Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0641	6401 Rip Rap Rd	$3.68	2024	February 2025
31103	Stormwater	P70 00202 0712	6352 Apache St	$71.82	2024	February 2025
31003	Stormwater	P70 00202 0748	6326 Apache St	$41.79	2024	February 2025
31103	Stormwater	P70 00202 0753	4095 Navajo Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 0770	4037 Navajo Ave	$43.44	2024	February 2025
31003	Stormwater	P70 00202 0952	4037 Chippewa Ave	$43.44	2024	February 2025
31103	Stormwater	P70 00202 1131	6030 Shore Dr	$43.44	2024	February 2025
31103	Stormwater	P70 00202 1157	5810 Shore Dr	$43.44	2024	February 2025
31103	Stormwater	P70 00202 1160	5790 Shore Dr	$43.44	2024	February 2025
31103	Stormwater	P70 00202 1204	6255 Blackfoot St	$7.36	2024	February 2025
31103	Stormwater	P70 00512 0037	5919 Timbergate Tr	$71.82	2024	February 2025
31103	Stormwater	P70 00603 0034	6372 Rolling Glen Dr	$66.02	2024	February 2025
31103	Stormwater	P70 00808 0007	5265 Longford Rd	$33.27	2024	February 2025
31103	Stormwater	P70 01004 0018	5410 Mangold Dr	$15.81	2024	February 2025
31103	Stormwater	P70 01007 0066	5715 Harshmanville Rd	$5.02	2024	February 2025
31103	Stormwater	P70 01106 0005	7350 Brandt Pk	$71.82	2024	February 2025
31103	Stormwater	P70 01304 0005	5745 Old Troy Pk	$11.61	2024	February 2025
31103	Stormwater	P70 01304 0006	5765 Old Troy Pk	$138.43	2024	February 2025
31103	Stormwater	P70 01402 0008	5119 Pepper Dr	$15.62	2024	February 2025
31103	Stormwater	P70 01404 0012	4842 Nebraska Ave	$71.82	2024	February 2025
31103	Stormwater	P70 01413 0059	5212 Buckner Dr	$6.53	2024	February 2025
31103	Stormwater	P70 01604 0018	6201 Cruxten Dr	$36.43	2024	February 2025
31103	Stormwater	P70 01610 0033	7017 Harshmanville Rd	$3.85	2024	February 2025
31103	Stormwater	P70 01616 0028	5956 Corsica Dr	$71.82	2024	February 2025
31003	Stormwater	P70 01801 0034	5901 Lancer Ct	$71.82	2024	February 2025
31103	Stormwater	P70 01904 0018	6945 Alter Rd	$18.92	2024	February 2025
31103	Stormwater	P70 02009 0011	6011 Jennagate La	$12.49	2024	February 2025
31103	Stormwater	P70 02021 0009	5985 Fox Trace Ct	$71.82	2024	February 2025
31103	Stormwater	P70 03911 0038	5730 Brandt Pk	$71.82	2024	February 2025
31103	Stormwater	P70 04003 0001	4568 Fishburg Rd	$3.73	2024	February 2025
31103	Stormwater	P70 04005 0055	5201 Taylorsville Rd	$1,371.63	2024	February 2025
31103	Stormwater	P70 04006 0071	8169 Old Troy Pk	$341.35	2024	February 2025
31103	Stormwater	P70 04009 0009	4261 Taylorsville Rd	$67.17	2024	February 2025
				$3,718.98		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31102	Water	P70 00103 0005	4619 Passaic Ct	$146.36	2024	February 2025
31102	Water	P70 00202 0770	4037 Navajo Ave	$3.17	2024	February 2025
31102	Water	P70 00808 0007	5265 Longford Rd	$176.22	2024	February 2025
31102	Water	P70 01004 0018	5410 Mangold Dr	$145.50	2024	February 2025
31102	Water	P70 01007 0066	5715 Harshmanville Rd	$71.08	2024	February 2025
31102	Water	P70 01304 0005	5745 Old Troy Pk	$5.66	2024	February 2025
31102	Water	P70 01304 0006	5765 Old Troy Pk	$2.10	2024	February 2025
31102	Water	P70 01402 0008	5119 Pepper Dr	$76.41	2024	February 2025
31102	Water	P70 01413 0059	5212 Buckner Dr	$55.81	2024	February 2025
31102	Water	P70 01604 0018	6201 Cruxten Dr	$199.96	2024	February 2025
31102	Water	P70 01610 0033	7017 Harshmanville Rd	$18.67	2024	February 2025
31102	Water	P70 01904 0018	6945 Alter Rd	$106.44	2024	February 2025
31102	Water	P70 02009 0011	6011 Jennagate La	$61.04	2024	February 2025
31102	Water	P70 04003 0001	4568 Fishburg Rd	$44.75	2024	February 2025
				$1,113.17		

Project No	Project Desc	Parcel ID	Address	Total to be Assessed	Tax Year	Begin Collection
31324	Sewer	P70 00103 0005	4619 Passaic Ct	$67.21	2024	February 2025
31324	Sewer	P70 00202 0001	6101 Rip Rap Rd	$18.66	2024	February 2025
31324	Sewer	P70 00202 0010	6141 Rip Rap Rd	$210.91	2024	February 2025
31324	Sewer	P70 00202 0113	5819 Shore Dr	$210.91	2024	February 2025
31324	Sewer	P70 00202 0142	5821 Shore Dr	$210.91	2024	February 2025
31324	Sewer	P70 00202 0173	6177 Apache St	$210.91	2024	February 2025
31324	Sewer	P70 00202 0212	6171 Pocahontas St	$210.91	2024	February 2025
31324	Sewer	P70 00202 0225	6035 Shore Dr	$210.91	2024	February 2025
31324	Sewer	P70 00202 0266	4025 Kennebec Dr	$210.91	2024	February 2025
31324	Sewer	P70 00202 0284	4086 Catawba Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 0330	6219 Apache St	$210.91	2024	February 2025
31324	Sewer	P70 00202 0358	4013 Champaign Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 0362	4029 Champaign Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 0365	4045 Champaign Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 0376	6325 Champaign Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 0578	4180 Navajo Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 0641	6401 Rip Rap Rd	$18.66	2024	February 2025
31324	Sewer	P70 00202 0748	6326 Apache St	$194.46	2024	February 2025
31324	Sewer	P70 00202 0753	4095 Navajo Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 0770	4037 Navajo Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 0952	4037 Chippewa Ave	$210.91	2024	February 2025
31324	Sewer	P70 00202 1131	6030 Shore Dr	$210.91	2024	February 2025
31324	Sewer	P70 00202 1157	5810 Shore Dr	$210.91	2024	February 2025
31324	Sewer	P70 00202 1160	5790 Shore Dr	$210.91	2024	February 2025
31324	Sewer	P70 00202 1204	6255 Blackfoot St	$37.32	2024	February 2025
31324	Sewer	P70 00808 0007	5265 Longford Rd	$92.30	2024	February 2025
31324	Sewer	P70 01004 0018	5410 Mangold Dr	$72.95	2024	February 2025
31324	Sewer	P70 01007 0066	5715 Harshmanville Rd	$18.35	2024	February 2025
31324	Sewer	P70 01304 0005	5745 Old Troy Pk	$2.95	2024	February 2025
31324	Sewer	P70 01402 0008	5119 Pepper Dr	$30.81	2024	February 2025
31324	Sewer	P70 01413 0059	5212 Buckner Dr	$19.42	2024	February 2025
31324	Sewer	P70 01604 0018	6201 Cruxten Dr	$105.29	2024	February 2025
31324	Sewer	P70 01610 0033	7017 Harshmanville Rd	$9.72	2024	February 2025
31324	Sewer	P70 01904 0018	6945 Alter Rd	$57.01	2024	February 2025
31324	Sewer	P70 02009 0011	6011 Jennagate La	$31.53	2024	February 2025
				$4,994.84		

AI-10457 **Topics Of Discussion** **V.**

Council Work Session

Meeting Date: 11/19/2024

2025 Montgomery County Public Defender Agreement

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2025 Montgomery County Public Defender Agreement

Purpose and Background

This legislation is to approve the annual renewal of the Montgomery County Public Defender's contract for 2025. The 2025 rate for these services will be $245.97 per case (an increase of $6.00 per case over the 2024 rate).

Fiscal Impact

Source of Funds:	Legal Budget
Cost:	N/A
Recurring Cost? (Yes/No):	Yes
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE MONTGOMERY COUNTY PUBLIC DEFENDER COMMISSION TO PROVIDE STATUTORILY REQUIRED LEGAL COUNSEL TO INDIGENT PERSONS FOR FISCAL YEAR 2025.

WHEREAS, the City of Huber Heights has responsibilities under the laws of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offense in the Municipal Court; and

WHEREAS, in furtherance of the execution of such legal responsibilities, the City desires to utilize the Montgomery County Public Defender Commission to provide legal counsel to the City's indigent citizens charged under the City Code and prosecuted in Montgomery County courts.

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

Section 1. The City Manager is hereby authorized to enter into a contract for Montgomery County Public Defender Services for 2025 attached hereto as Exhibit A which shall be approved by the Law Director.

Section 2. The City Finance Director is authorized to pay the Montgomery County Public Defender Commission the compensation set forth in the contract at the time of signing the contract.

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 FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT

This Agreement is entered into by and between the Montgomery County Public Defender Commission and the Montgomery County Public Defender Office, with a mailing address of 117 South Main Street, 4th Floor, Dayton, Ohio 45422, (hereinafter referred to as the "COUNTY"), and the city of Huber Heights, with a mailing address of 6131 Taylorsville Road, Huber Heights, Ohio 45424 (hereinafter referred to as the "CITY").

WHEREAS, the CITY of Huber Heights recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Montgomery County has adopted a program whereby a Public Defender Commission has been formed and has appointed a Public Defender and if there is a conflict, then the court will appoint assigned counsel attorneys.

WHEREAS, the COUNTY Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent adults charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, the contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the COUNTY Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the CITY its appropriate share if such has not already been calculated into the formula to determine compensation, and

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

1.1 The COUNTY, on behalf of the CITY, agrees to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in cases where the defendant is indigent and charged with the commission of an offense or act which is in violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.

1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.

In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

1.3 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the County Public Defender or appointed counsel in conflict situations, provide legal representation in Montgomery County Municipal Court for indigent adults charged with any violation of CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

2.1 CITY agrees to pay the COUNTY as follows:

A. The City will pay the Public Defender the sum of $245.97 (two hundred forty-five dollars and ninety-seven cents) per case for which the Public Defender provides representation;

B. A case shall be counted as any matter in which the City initially charges an indigent person under a City ordinance for which jail is a possible sentence and for which the Public Defender provides representation past the initial arraignment. Matters that have multiple City ordinance charges under one case number shall be counted as one case. Where a case has both ordinance charges and Ohio Revised Code charges, the municipality will be billed for the case whenever the ordinance is the highest degree charge or ties for the highest degree. Matters that are pled and sentenced at the initial arraignment shall be counted as .25 (one quarter) case. Matters that are reopened as the result of revocations, show causes, capiases, or for other reasons shall be counted as .20 (one fifth) case. There shall be no charge for the appeal of a case;

C. The Public Defender shall issue a monthly invoice for the prior month's services and the City shall pay said invoice within 30 (thirty) days of receipt;

D. In addition to the payments for the Public Defender services, in conflict situations, where assigned counsel is appointed, the COUNTY will bill

the CITY monthly for the municipal code violation cases the COUNTY paid in any particular month, based on qualifying attorney vouchers, less the amount the COUNTY is reimbursed by the State under the then current reimbursement rate. The COUNTY will issue an invoice to the CITY and the CITY will have 30 days to pay from date of receipt.

2.2 Reimbursement by the municipal corporation for representation of such indigent persons, whether by contractual amount or a fee schedule, shall not exceed the fee schedule in effect and adopted by the Montgomery County Commissioners.

3. DURATION OF CONTRACT AND TERMINATION

3.1 The term of this agreement shall be for one year, January 1, 2025, to December 31, 2025 (OPTIONAL: This contract may be renewed for additional one-year terms upon proper resolution of each entity agreeing to the one-year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215).

3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.

3.3 Written notice shall be considered furnished when it is sent by Certified Mail; return receipt requested or in hand delivered.

3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within 60 days of the date on which it is due.

4. TERMS OF AGREEMENT

4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

4.2 The Ohio Public Defender Office has established caseload standards as stated in Ohio Administrative Code. The Montgomery County Public Defender Office will maintain caseload requirements as set forth in Ohio Administrative Code (§120-1-07(B)).

4.3 The Montgomery County Public Defender Office shall have the sole authority to assign Assistant Public Defenders to the Huber Heights Municipal Court docket. Additionally, the Montgomery County Public Defender Office shall retain sole authority to assign individual cases to the Assistant Public Defenders.

4.4 Recognizing that the requests for reimbursements must be received by the State Public Defender in a timely manner, the Montgomery County Municipal Court Clerk shall promptly notify the COUNTY of the Municipal ordinance cases completed and pending in any month.

4.5 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.

4.6 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

4.7 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

THE CITY OF HUBER HEIGHTS, OHIO

BY: _____
RICHARD S. DZIK
City Manager

MONTGOMERY COUNTY
PUBLIC DEFENDER COMMISSION

BY: _____
DIANNE F. MARX
Chairman

APPROVED AS TO FORM:

BY: _____
DAVID MONTGOMERY
Legal Counsel

BY: _____
THERESA HAIRE
Montgomery County
Public Defender

AI-10491 **Topics Of Discussion** **W.**

Council Work Session

Meeting Date: 11/19/2024

2025 Law Director Contract

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2025 Law Director Contract

Purpose and Background

This agenda item is to discuss the contract renewal for the City Law Director, Christopher R. Conard, and Coolidge Wall. The current contract terminates on December 31, 2024. The 2025 proposed contract with Coolidge Wall retains the same terms and rates as the current 2024 contract.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE CITY OF HUBER HEIGHTS TO RENEW AN AGREEMENT WITH COOLIDGE WALL CO., L.P.A. FOR LEGAL SERVICES AS CITY ATTORNEY/LAW DIRECTOR FOR THE CITY OF HUBER HEIGHTS, OHIO FOR THE TIME PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2025.

WHEREAS, the law firm of Coolidge Wall Co., L.P.A. has been serving as Law Director for the City of Huber Heights since April 1, 2024; and

WHEREAS, Council desires to renew the relationship for an additional year.

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

Section 1. By an affirmative vote of City Council, the Mayor is directed to execute on behalf of the City of Huber Heights a contract substantially upon the same provisions contained in the attached as set forth in Exhibit A appointing Coolidge Wall Co., L.P.A. as legal counsel for the City and designating Christopher R. Conard of Coolidge Wall Co., L.P.A. as City Attorney/Law Director for the period of January 1, 2025 through December 31, 2025.

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

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this **___ day of January, 2025** by and between the City of Huber Heights ("Client"), whose address is 6131 Taylorsville Road, Huber Heights, Ohio 45421 and Coolidge Wall Co., L.P.A. (the "Firm"), whose address is 33 West First Street, Suite 200, Dayton, Ohio 45402.

WHEREAS, the Client desires to continue to retain the Firm to provide legal services to the City of Huber Heights under the terms of the engagement as originally entered into on March 29, 2024; and,

WHEREAS, the Client desires to name Christopher R. Conard, attorney of the Firm, as City Attorney for the City of Huber Heights;

WHEREAS, the Firm desires to provide legal services and authorize Christopher R. Conard to be named City Attorney for the Client in accordance with the terms outlined herein.

NOW, THEREFORE, the parties agree as follows:

1. The cost of services shall be Two-Hundred Dollars ($200.00) an hour for work performed by Paralegals, Two-Hundred and Thirty Dollars ($230.00) an hour for work performed by Associate lawyers, and Two-Hundred and Seventy-Five Dollars ($275.00) and hour for work performed by Firm shareholders or Of Counsel lawyers.
2. No criminal matters are subject to this Agreement unless agreed to by the Client and the Firm by a separate agreement.
3. Every two (2) years the rates in this agreement will increase by ten percent (10%) with the first increase occurring in 2026. All rate increases will be communicated to the Client before taking effect.
4. The Firm and its lawyers, paralegals and staff are independent contractors and not employees of the Client, and therefore are not entitled to the benefits accorded to Client's employees.
5. In addition to charges for professional services, the Client may be charged expenses incurred on its behalf. These expenses may include but are not limited

to the following examples: large project duplication and binding of documents, messengers, couriers, and postal services; and other business expenses as approved by the City Manager. In addition, the City Attorney may from time to time be required to engage the services of third parties on Client's behalf. Generally, the Client will be asked to pay for third party services directly, provided that whenever possible, the City Manager shall approve in advance the third-party provider and the cost of such services. When relatively small amounts of money are involved, advance payments to third parties may be made by the Firm and included in monthly bills. In event, special legal counsel is necessary to due to conflict of interest(s), the need for specialized representation or other reasons as determined by City Council or City Staff, City Council shall approve the retention of special legal counsel by Resolution or other lawful process.

6. The Client shall not be responsible for the Firm's purchase of any municipal publications, Firm employees' attendance at seminars and conferences unless specifically authorized by the City Manager.
7. The Firm will provide monthly itemized billing subject to the Firm's standard billing terms. Timekeepers are expected to bill time for services performed in quarter of an hour increments.
8. The Client or the Firm may terminate this Agreement upon providing sixty (60) days written notice of the intention to terminate. In the event, either party elects to terminate the relationship, fees and expense incurred up to the date of termination will be due and payable.
9. This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions stated is accepted as of the later date this document is signed by both parties.

City of Huber Heights	**Coolidge Wall Co., LPA**
By_____	By_____
Jeff Gore, Mayor	Christopher R. Conard Coolidge Wall, Vice- President

AI-10490 **Topics Of Discussion** X.

Council Work Session

Meeting Date: 11/19/2024

2025 MVRPC/First Suburbs Consortium Appointments

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2025 MVRPC/First Suburbs Consortium Appointments

Purpose and Background

Each year, City Council must make appointments for City representatives to the First Suburbs Consortium and the Miami Valley Regional Planning Commission (MVRPC). City Council appoints two representatives and one alternate representative from the members of Council to the First Suburbs Consortium. City Council appoints one representative and one alternate representative from members of Council to the MVRPC. City Council also appoints City Engineer Russ Bergman as a representative and another City Staff as an alternate representative to the MVRPC TEC Advisory Committee.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

No file(s) attached.

AI-10460 **Topics Of Discussion** **Y.**

Council Work Session

Meeting Date: 11/19/2024

Board Of Zoning Appeals Reappointment - R. Deam

Submitted By: Karen Powell

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Board And Commission Appointments

* Board Of Zoning Appeals - Reappointment

Purpose and Background

City Staff recommend the reappointment of Robert Deam to the Board Of Zoning Appeals for a term ending January 31, 2030. The current term expires on January 31, 2025.

An updated background check for Mr. Deam has been processed with Human Resources.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

No file(s) attached.

AI-10462 **Topics Of Discussion**

Council Work Session

Meeting Date: 11/19/2024

Citizens Water And Sewer Advisory Board Reappointment - L. Jeter

Submitted By: Karen Powell

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

* Citizens Water And Sewer Advisory Board - Reappointment

Purpose and Background

City Staff recommend the reappointment of Lisa Jeter to the Citizens Water and Sewer Advisory Board for a term ending January 1, 2028. The current term expires on January 1, 2025.

An updated background check was not completed for Ms. Jeter due to the recent nature of her initial appointment with a previously completed background check.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

No file(s) attached.

AI-10463 **Topics Of Discussion**

Council Work Session

Meeting Date: 11/19/2024

Culture And Diversity Citizen Action Commission Reappointment - A. Richardson

Submitted By: Karen Powell

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

* Culture And Diversity Citizen Action Commission - Reappointment

Purpose and Background

City Staff recommend the reappointment of Arrick Richardson to the Culture and Diversity Citizen Action Commission for a term ending December 31, 2027. The current term expires on December 31, 2024.

An updated background check for Mr. Richardson has been processed with Human Resources.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

No file(s) attached.

AI-10464 **Topics Of Discussion**

Council Work Session

Meeting Date: 11/19/2024

Military And Veterans Commission Reappointments - L. Johnson/A. Windsor

Submitted By: Karen Powell

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

* Military And Veterans Commission - Reappointments

Purpose and Background

City Staff recommend the reappointment of Larry Johnson and Anthony Windsor to the Military and Veterans Commission for a term ending December 31, 2027. The current terms expire on December 31, 2024.

An updated background check was not completed for Mr. Johnson due to the recent nature of his initial appointment with a previously completed background check. An updated background check for Mr. Windsor has been processed by Human Resources.

Fiscal Impact

Source of Funds:	N/A
Cost:	N/A
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A
Financial Implications:	

Attachments

No file(s) attached.

AI-10465 **Topics Of Discussion**

Council Work Session

Meeting Date: 11/19/2024

Property Maintenance Review Board Reappointments - D. Hess/A. Shakhmandarov

Submitted By: Karen Powell

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 11/19/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

* Property Maintenance Review Board - Reappointments

Purpose and Background

City Staff recommend the reappointment of Donna Hess and Ali Shakhmandarov to the Property Maintenance Review Board for a term ending December 31, 2027. The current terms expire on December 31, 2024.

An updated background check for Ms. Hess has been processed by Human Resources. An updated background check for Mr. Shakhmandarov was not completed due to the recent nature of his initial appointment with a previously completed background check.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

No file(s) attached.
