CITY OF HUBER HEIGHTS
STATE OF OHIO

City Council Work Session

December 3, 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. November 19, 2024

3. **Work Session Topics Of Discussion**

   A. City Manager Report

   B. Carriage Trails Subdivision - Street Dedications

   C. Increase Not To Exceed Amount – 2024 Maintenance Contract – Veolia Water

   D. Supplemental Appropriations

   E. 2025 City Budget

   F. Hayden Apartments - CRA Assignment

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

H. Canal Heights - Development Agreement

I. Carriage Apartments, LLC - Development Agreement

J. City Christmas Tree

K. Board And Commission Appointments

* Arts And Beautification Commission - Appointment

* Military And Veterans Commission - Appointment

L. First Suburbs Consortium - Bylaws Revisions

4. **Adjournment**

AI-10429 **Topics Of Discussion** **A.**

Council Work Session

Meeting Date:	12/03/2024		
City Manager Report			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	12/03/2024
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-10523 **Topics Of Discussion** **B.**

Council Work Session

Meeting Date: 12/03/2024

Carriage Trails Subdivision - Street Dedications

Submitted By: Stephanie Wunderlich

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

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/03/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Carriage Trails Subdivision - Street Dedications

Purpose and Background

This legislation accepts the dedication of the following streets that have been inspected, accepted, and approved in the Carriage Trails Subdivision: Cherry Birch Drive from Blue Ash Way to Buckthorn Way, Forestedge Street from Blue Ash Way to the east Cul de Sac, and Buckthorn Way.

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

Carriage Trails Street Dedication Resolution 2024

Carriage Trails Street Dedication Map 2024

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

ACCEPTING CERTAIN STREETS AND PUBLIC IMPROVEMENTS FOR CARRIAGE TRAILS SUBDIVISION.

WHEREAS, the citizens of Huber Heights require the orderly and efficient establishment of public improvements; and

WHEREAS, the City has approved the improvements for the Carriage Trails Subdivision Section 2, Phase 5.

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

Section 1. The public improvements and dedicated right-of-way in the Carriage Trails Subdivision include the following and are hereby accepted and approved:

Cherry Birch Drive from Blue Ash Way to Buckthorn Way

Forestedge Street from Blue Ash Way to east Cul De Sac.

Buckthorn Way

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 all deliberations of this Council and any of its Committees that resulted in such a formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of 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.

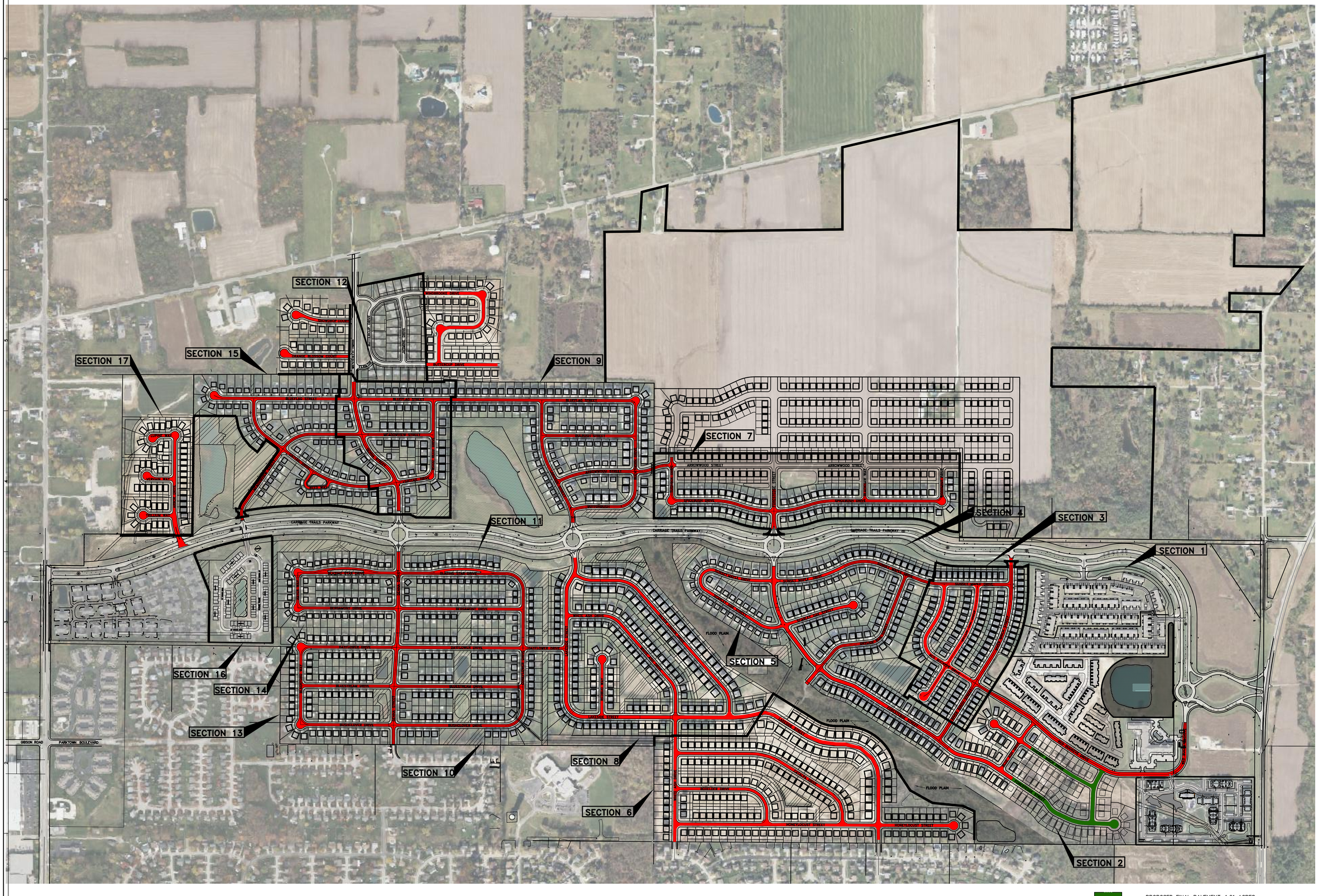
Passed by Council on the _____ day of _____, 2024;

_____ Yeas; _____Nays.

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date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SECTION 17
CARRIAGE TRAILS PARKWAY
GIBSON ROAD
PARKTOWN BOULEVARD
FLOOD PLAIN
ARROWWOOD STREET
BLUEGRASS STREET
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CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

ACCEPTING CERTAIN STREETS AND PUBLIC IMPROVEMENTS FOR CARRIAGE TRAILS SUBDIVISION.

WHEREAS, the citizens of Huber Heights require the orderly and efficient establishment of public improvements; and

WHEREAS, the City has approved the improvements for the Carriage Trails Subdivision Section 2, Phase 5.

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

Section 1. The public improvements and dedicated right-of-way in the Carriage Trails Subdivision include the following and are hereby accepted and approved:

Cherry Birch Drive from Blue Ash Way to Buckthorn Way
Forestedge Street from Blue Ash Way to the east Cul De Sac.
Buckthorn Way

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 all deliberations of this Council and any of its Committees that resulted in such a formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of 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-10526 **Topics Of Discussion** **C.**

Council Work Session

Meeting Date: 12/03/2024

Increase Not To Exceed Amount – 2024 Maintenance Contract – Veolia Water

Submitted By: Hanane Eisentraut

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

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/03/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Increase Not To Exceed Amount – 2024 Maintenance Contract – Veolia Water

Purpose and Background

This legislation will authorize the City Manager to enter into a contract modification and to increase the Veolia Water maintenance cap by $45,000 to cover the estimated expenditures needed between now and end of the year. The expenditure summary attachment provides a breakdown of the items spent so far in 2024 and the second attachment is the expenditures per month.

Fiscal Impact

Source of Funds:	Water Fund/Sewer Fund
Cost:	$45,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

2024 Maintenance Cap - Itemized Year To Date Expenses

2024 Maintenance Cap -Total Monthly Expenditures

Resolution

City of Huber Heights Division of Water & Wastewater - Mcap 2024 YTD

Vendor	Invoice #		Amount	Description
Huber Stone & Recycling LLC	13582	$	639.63	Dirt hauling for main break repairs
American Scaffolding Inc	29439	$	1,886.63	Emergency repair on the caustic soda bulk tank
Best Equipment	SI218983	$	1,925.67	Vehicle maintenance - repair part for Vac truck
Infosense	4522	$	380.01	Repair part for SL-Rat - SL-Rat TX Li-Ion main battery v4 assembly
Huber Stone & Recycling LLC	13620	$	35.00	Dirt hauling for main break repairs
Huber Stone & Recycling LLC	13602	$	35.00	Dirt hauling for main break repairs
Towner Filtration	178845-001	$	6,156.00	Prefilters for NF
Martin Marietta	41458145	$	1,823.92	Gravel for main break repair
Best Equipment	SI219239	$	2,599.83	Replacement of a broken remote on Vaccon
Civica CMI	M/LG005363	$	8,550.18	License, Support and Maintenance of Authority Utility (COHH billing software)
Aqua Line	23-237	$	2,312.40	Emergency leak detection services - 8501 Old Troy Pk
EJP	Pat Pcard	$	1,840.50	Hydrant repair parts - Repairs needed after exercising 2 hydrants
EJP	Pat Pcard	$	963.14	Hydrant repair parts
Ferguson	Pat Pcard	$	1,407.04	Main break repairs
OmniSite	Amanda Pcard	$	166.03	Monitoring system at Shull Rd lift station
OUPS	Amanda Pcard	$	37.95	Monthly maintenance fee for line locates
Chapel	Gary Pcard	$	581.96	Main plant UPS service
Chapel	Gary Pcard	$	993.28	Main gate repair
Chapel	Gary Pcard	$	299.25	Light repairs on all Plant buildings
EJP	Cameron Pcard	$	116.00	Hydrant repair parts
EJP	Cameron Pcard	$	2,407.85	Hydrant repair parts
Rural King	Cameron Pcard	$	37.44	Hydrant repair parts
Gasser's Garage	Cameron Pcard	$	458.06	Vehicle maintenance - Backhoe repair
EJP	Cameron Pcard	$	1,550.00	Hydrant repair parts
Ferguson	Cameron Pcard	$	532.90	Main break repairs
Lavy Enterprises LLC	Pat Pcard	$	1,189.09	Vehicle maintenance - Repair for Vac truck
Huber Stone & Recycling LLC	13409	$	(7.88)	Reversing tax from October 2023 - Dirt hauling for main break repair
Huber Stone & Recycling LLC	13428	$	(16.23)	Reversing tax from November 2023 - Dirt hauling for main break repairs
Huber Stone & Recycling LLC	13460	$	(2.32)	Reversing tax from November 2023 - Dirt hauling for main break repairs
Cummins	T5-20138	$	(384.20)	Reversing tax from November 2023 - Repair to WTP generator
Martin Marietta	41034428	$	(112.44)	Reversing tax from November 2023 - Gravel for main break repair
Clean Harbors	1004800469	$	(153.50)	Reversing tax from November 2023 - Valve replacements
Buckeye Pumps	32032207-00	$	(440.63)	Reversing tax from November 2023 - Annual maintenance for pumps at Old Troy and Shull Rd lift stations
Towner Filtration	178591-001	$	(477.84)	Reversing invoice and tax adjustments from October/November 2023 Prefilter cartridges for NF
Columbia Building Co	Veolia	$	47.67	Adjusting tax from December 2023 - Front door ADA building improvements at Admin Office
January 2024		**$**	**37,377.39**	

Date	Vendor	Invoice #		Amount	Description
11/20/2023	Commerce Controls Inc	61690	$	1,500.00	Issues experienced with production well flow meters
1/4/2024	Cummins	T5-22229	$	1,193.43	Service call due to coolant issue on generator at Plant
1/31/2024	Huber Stone & Recycling LLC	13645	$	450.00	Dirt hauling for main break repair
12/5/2023	Paulus Lawn and Landscape	14147	$	999.75	Trimming fence line at plant around entrance gate and leaf removal
2/6/2024	Lee Shellhaas	273682	$	1,550.00	Concrete repair due to main break repair at 7971 Blackshear
2/8/2024	Lee Shellhaas	273683	$	1,550.00	Concrete repair due to main break repair at 6805 Haddon
2/13/2024	Smartcover	30845	$	2,434.22	Monitor devices w/sewer
2/6/2024	Martin Marietta	41636049	$	1,922.98	Gravel for main break repairs

2/9/2024	Huber Stone & Recycling LLC	13659	$	35.00	Dirt hauling for main break repair
1/3/2024	Chapel	Gary Pcard	$	1,488.40	Emergency breaker repair - flow meters
1/18/2024	Ohio EPA	Gary Pcard	$	183.42	NPDES annual discharge fee
1/5/2024	Ferguson	Cameron Pcard	$	2,406.66	Main break repair
1/8/2024	Gasser's Garage	Cameron Pcard	$	813.51	Gravel for main break repairs
1/16/2024	Core & Main	Cameron Pcard	$	1,407.20	Main break repairs
1/18/2024	Ferguson	Cameron Pcard	$	986.67	Main break repairs
1/3/2024	OmniSite	Amanda Pcard	$	404.00	Monitoring system at Shull Rd lift station
1/28/2024	Teamviewer	Amanda Pcard	$	656.82	Teamviewer for the Plant
1/18/2024	Core & Main	Pat Pcard	$	313.92	Angle valve repair
1/18/2024	Core & Main	Pat Pcard	$	692.26	Main break repairs
1/18/2024	Core & Main	Pat Pcard	$	668.30	Main break and angle valve repairs
1/18/2024	Core & Main	Pat Pcard	$	875.79	Main break repairs
1/27/2024	Carey Electric	Pat Pcard	$	200.00	Repair/replace pump #2 contactor at Bellefontaine
	February		**$**	**22,734.33**	

Date	Vendor	Invoice #		Amount	Description
2/19/2024	Terminix	Amanda Pcard	$	88.15	Pest Control for admin office
03/01/24	BL Anderson	31148	$	1,127.02	Chemical Feed Pump parts
03/01/24	Infosense	4655	$	995.00	SL-DOG Portal License
03/01/24	Lee Shellhaus	273684	$	1,500.00	Concrete for main breaks
03/07/24	Maintenance equipment		$	(99.38)	reversal
03/13/24	Ferguson	CF124105 Pcard	$	59.90	Angle Valve Repairs
03/13/24	Core & Main	U437351	$	559.95	Angle Valve repairs for meters
03/13/24	Core & Main	U339927	$	124.16	Angle Valve for meter pit
03/13/24	Gasser's Garage	1131	$	836.21	Gravel for Main breaks
03/13/24	Skyworks	2052816-0001	$	322.50	Vehicle Maintenance -Diagnostics and limited repair of Vac truck
03/14/24	Chapel	83854	$	847.90	Emergency repair on chemical pumps in the NF bldg
03/14/24	USA Bluebook	SO3267635	$	690.41	Maint parts needed for chemical feed line repairs
03/14/24	Galco	4540577	$	346.88	Maintenance of the plant VFD's
03/14/24	Ohio EPA	Gary Pcard	$	190.00	Tier II report file fees
03/14/24	Ohio EPA	Gary Pcard	$	3.61	Tier II report file fees
03/18/24	Towner Filtration	399852	$	6,156.00	Prefilters for NF
03/20/24	Huber Stone & Recycling	13724	$	126.00	Dirt Hauling for Main Breaks
	March		**$**	**13,874.31**	

Date	Vendor	Invoice #		Amount	Description
04/01/24	Buckeye Pumps	SEQT-86125C W	$	6,184.00	PM Lift stations Old Troy Park and Shull
04/01/24	Towner filtration	178845-001	$	420.83	Prefilters for NF
04/01/24	Ohio Utilities Protection	c-inv-0000002867	$	3,296.93	2024 Governmental Assessment
04/01/24	Best Equipment	SI219239	$	13.07	Vaccon repairs
04/02/24	Huber Stone & Recycling	13759	$	105.35	Dirt Hauling for Main Breaks
04/10/24	Gasser's Garage	1154	$	107.21	Repair to Track Hoe
04/10/24	Core & Main	U475648	$	96.92	Repair material for break on Mardi Gras
04/10/24	Lowes	Jason Pcard	$	377.07	Hydrant paint & supplies
04/10/24	EJ Prescott	6297675	$	796.61	Parts for meter install
04/10/24	Carey Electric	17688	$	756.00	Repairs to New Carlisle Lift Station
04/10/24	OUPS	24-00176464	$	35.00	Annual damage prevention & line locates
04/10/24	Rural King		$	137.85	Material for yard repairs after main breaks

04/10/24	Core & Main	U462762	$	394.22	Valve box and curb box lids for Meter Pits
04/10/24	OUPS	490	$	44.00	Past Due invoice for 08/01/23 for line locates
04/10/24	OUPS	490	$	1.95	Past Due invoice for 08/01/23 for line locates - fees
04/10/24	OUPS	4027	$	28.00	Service for line locates
04/10/24	OUPS	4027	$	1.95	Service Fee
04/10/24	OUPS	3755	$	56.00	Service for line locates
04/10/24	OUPS	3755	$	1.95	Service Fee
04/10/24	EJ Prescott	6298576	$	134.74	Meter Parts
04/10/24	Triad Technologies	61913937	$	359.38	Track Hoe Parts
04/10/24	Triad Technologies	61913863	$	47.33	Repair hose for Track Hoe hammer
04/10/24	Gasser's Garage	1157	$	455.33	Work done on the Track Hoe Trailer
04/10/24	Lowe's		$	2.75	Vac truck parts
04/10/24	OUPS	4279	$	40.00	Service for line locates
04/10/24	OUPS	4279	$	1.95	Service fees
04/11/24	Megacity Fire & Security	467614	$	913.49	Annual fire inspections
04/11/24	USA Bluebook	SO3292967	$	1,170.64	Chemical feed transfer pump
04/11/24	USA Bluebook	SO3273821	$	1,424.17	Chemical Injectors
04/11/24	Grainger	Gary Pcard	$	145.82	Parts needed to raise chemical feed pumps
04/11/24	USA Bluebook	S03318086	$	135.36	Maintenance and service products
04/11/24	Grainger	1510763138	$	146.09	Plastic to raise chemical pumps put of flood level
04/11/24	Grainger	1510763138	$	303.79	Plastic to raise chemical pumps put of flood level
04/11/24	Grainger	1510763138	$	49.51	Plastic to raise chemical pumps put of flood level
04/11/24	Chapel	84042	$	255.10	Low service pump VFD issues
04/11/24	Advanced Mechanical Services	44961	$	1,048.50	Heating & Air issues Wildcat Pump Station
04/11/24	Advanced Mechanical Services	44874	$	108.50	Maintenance and service products
04/11/24	Grainger		$	145.82	Pumps needed to raise chemical feed pumps flood level
04/11/24	Rural King		$	29.41	Pumps needed to raise chemical feed pumps flood level
04/16/24	BL Anderson	2141	$	563.40	Eitek Pump Station PO 1000352968
04/16/24	BL Anderson	2141	$	2,000.00	Eitek Pump Station PO 1000352968
04/16/24	BL Anderson	2141	$	75.00	Freight Charges for Eitek Pump station
04/16/24	BL Anderson	2141	$	2,850.00	Eitek Pump Station PO 1000352968
04/16/24	Lee Shellhaus	273685	$	1,750.00	Supplies for after main breaks
04/23/24	Best Equipment	SI219239	$	17.80	Repairs on Vaccon
04/23/24	Best Equipment	SI219239	$	2,492.51	Omnex Transmitter
04/23/24	Best Equipment	SI219239	$	85.60	Omnex belt pouch
04/23/24	Best Equipment	SI219239	$	16.02	Decal Omnex wireless control
04/24/24	Rural King	Dan Pcard	$	17.79	Shop supplies for Cleaning sewer tools
04/24/24	Pickrel Brothers	541908	$	39.90	Hose clamp - maintenance supplies
04/22/24	Chapel	1000095797	$	(174.92)	Reversal
04/01/24	Huber Stone & Recycling	1000249989	$	(44.63)	Reversal
04/29/24	Eagle CDL Testing	Pat Pcard	$	2,500.00	CDL School for Austin Compton
	April		**$**	**31,961.06**	

Date	Vendor	Invoice #		Amount	Description
05/01/24			$	39.90	Hose clamp for maintenance
05/01/24	Rural King	Dan Pcard	$	17.79	Supplies for cleaning sewer tools
05/01/24	Ferguson	CF125825	$	10.34	Parts for New Carlisle Lift Station
05/03/24	Engineered Solutions	5094	$	918.05	Repairs made to US-40 PLC
05/06/24	Lowes	Pat Pcard	$	51.26	Quickrete for Hydrant repair
05/07/24	Megacity Fire & Security	Gary Pcard	$	813.83	5 year internal safety inspection
05/07/24	Lowe's	Jason Pcard	$	291.52	Hydrant Paint supplies

05/10/24	Rural King	Gary Pcard	$	42.99	Rubber garden hose
05/11/24	Anderson Process	9024779	$	622.65	Flouride Pump parts
05/20/24	Terminix	446465427	$	93.12	Pest Control for Admin Office
05/08/24	Lowe's	Patrick Pcard	$	125.60	Hydrant Repairs
05/08/24	Core & Main	U861071	$	431.64	Maintenance & Repair Parts
05/08/24	Gasser's Garage	1178	$	836.21	Gravel for Main break repairs
05/13/24	EJ Prescott	6305139	$	366.00	Fire Hydrant parts
05/14/24	Rural King	Dan Pcard	$	31.99	Main water valve parts
05/16/24	Triad Technologies	61942922	$	92.76	Repairs for yard backhoe
05/24/24	Ferguson	CF125549	$	603.63	Main break repair clamp
05/24/24	EJ Prescott	6318541	$	1,390.70	Fire Hydrant parts
05/24/24	Core & Main	U626234	$	373.31	Tools and parts for valve boxes
05/24/24	Core & Main	U87345	$	360.59	Valve Box parts
	May		**$**	**7,513.88**	

Date	Vendor	Invoice #		Amount	Description
06/01/24	Best Equipment	SQ14829	$	283.60	Rotating Bulldog Series 60 w skid
06/07/24	Towner Filtration	1000389056	$	6,271.20	WTB5A40 Cartridge
06/17/24	Lowe's	Jason Pcard	$	140.46	Hydrant paint Supplies
06/24/24	Ferguson	Dan Pcard	$	465.01	Main break Repair items
06/24/24	Lowe's	Dan Pcard	$	79.81	Repair parts for water tower and etc
06/24/24	EJ Prescott	Dan Pcard	$	190.36	Tools for Technicians
06/24/24	Lowe's	Dan Pcard	$	84.75	Tools for Meter repairs
	June		**$**	**7,515.19**	

Date	Vendor	Invoice #		Amount	Description
07/01/24	Menards	Gary Pcard	$	109.07	Maintenance tools
07/02/24	EJ Prescott	6348174	$	1,173.50	Service Line repair Parts
07/10/24	Lowe's	Dan Pcard	$	54.57	Hydrant Paint Supplies
07/10/24	Lowe's	Cam Pcard	$	299.82	Maintenance tools
07/15/24	Lowe's	Gary Pcard	$	125.75	Maintenance tools
07/16/24	Firepenny	Dan Pcard	$	269.08	Gauge for hydrant flow metering
07/16/24	Pickrel Brothers	551120	$	249.92	Control valves and brass fittings WTP
07/17/24	Gasser's garage	1197	$	836.21	Gravel for main breaks
07/17/24	EJ Prescott	6357100	$	1,039.42	Hydrant repair parts
07/23/24	Mission Communications	Jason Pcard	$	563.40	Lift Station maintenance renewal
07/24/24	OUPS	5081	$	1.95	Line locate fees
07/24/24	OUPS	5081	$	52.00	Line locate fees
07/22/24	Lowe's	Dan Pcard	$	9.85	Walmart Lift station parts
07/22/24	Triad Technologies	Dan Pcard	$	8.62	Walmart Lift station parts
07/24/24	Lowe's	Jason Pcard	$	144.33	Hydrant Paint Supplies
07/24/24	EJ Prescott	6353531	$	354.98	Hydrant repair parts
07/24/24	Lowe's	Dan Pcard	$	38.44	Concrete for setting hydrants thrush blocks
07/26/24	USA Bluebook	Jason Pcard	$	1,026.84	Hydrant Traffic Repair Kit
07/26/24	USA Bluebook	Jason Pcard	$	449.84	Peltor Optime behind the ear earmuffs
07/29/24	Lowe's	Jason Pcard	$	264.08	Hydrant Paint Supplies
07/31/24	Rural King	Dan Pcard	$	14.48	Maintenance on Hydrant paint gun
07/31/24	EJ Prescott	Dan Pcard	$	82.57	Repair Water Lid Centerpoint 70
	July		**$**	**7,168.72**	

Date	Vendor	Invoice #		Amount	Description
08/03/24	OUPS	C-INV-0000005357	$	72.00	Line locate fees
08/03/24	OUPS	C_INV-0000005357	$	2.12	Service fees for paying line locate fees
08/05/24	North Dixie Hardware	2408-103569	$	50.51	Fasteners
08/07/24	EJ Prescott	6368442	$	1,446.57	Hydrant Parts
08/08/24	Lee Shellhaus	273687	$	1,200.00	Sidewalk replacement 5753 Wednesday villas and 6631 Teakwood
08/08/24	EJ Prescott	6369199	$	55.95	Meter Pit Parts
08/12/24	Terminix	449987564	$	93.12	Pest control for the Admin office
08/12/24	Chapel Electric	85295	$	346.65	Repair to Well #4
08/12/24	Chapel Electric	85293	$	255.10	Communication issues with Well 4
08/14/24	Hach	13978978	$	448.69	Yearly service on DR3900
08/14/24	Triad Technologies	3514095	$	38.62	Equipment repair materials
08/15/24	Triad Technologies	3514095	$	491.99	Equipment repair materials
08/15/24	Lowe's	Cameron's Pcard	$	7.53	Maintenance repair parts
08/15/24	United rentals	236918844-001	$	888.38	Forklift rental and surcharge
08/15/24	Towner Filtration	400843	$	6,588.50	Cartridges and center post
08/15/24	United rentals	Cameron's Pcard	$	1,293.44	Articulating Boom rental
08/16/24	Lowe's	Dan Pcard	$	76.49	Maintenance repair parts for Chambersburg Tower
08/19/24	Lowe's	Dan Pcard	$	41.73	Maintenance repair parts for Chambersburg Tower
08/21/24	National Water Service	082024-35	$	1,720.00	Replacement air valve and labor and equipment
08/21/24	Rural King	Dan Pcard	$	128.98	Yard Restoration
08/22/24	CBT	3550628	$	1,648.00	Assistance with Wiggins Skids
08/22/24	CBT	3550628	$	5,421.66	Labor billed for skids
08/27/24	BL Anderson	3073	$	1,929.29	Maintenance parts for Pumphead
08/30/24	Cummins	Dan's Pcard	$	1,131.53	Planned Maintenance completed on Cummins equipment
	August		**$**	**25,376.85**	

Date	Vendor	Invoice #		Amount	Description
09/05/24	Paulus Lawn & landscaping	14489	$	650.38	Mcap - WTP Rip Rap Rd monthly billing for mowing and weed control
09/05/24	Neptune Technology	Techs	$	314.00	Power Cords for Portable MRX unit - 12V auto MRX920V2
09/06/24	Grainger	T. Handwerker	$	941.64	Power Cord and Portable Circulating Pump, 4 Yr repair coverage
09/06/24	Rural King	Dan Wiltse Pcard	$	123.52	Trailer upgrade
09/06/24	Advanced Mechanical Services	46383	$	1,241.50	Heating and Air issues
09/06/24	OUPS	5659	$	49.95	Service line locates and payment processing fee
09/09/24	CBT - Belting Co of Cincinnati	3596836	$	2,600.00	Emergency SCADA work performed
09/11/24	Pump Biz	71476	$	1,584.00	Mag drive, Self prime Pump
09/11/24	Towner Filtration	G. Bunnell pcard	$	6,156.00	Filters
09/11/24	Advanced Mechanical Services	G. Bunnell pcard	$	220.00	Heating and Air issues
09/16/24	Buckeye Pumps	D. Wiltse	$	4,967.00	Repair to Old Troy Lift Station
09/17/24	Lowes	D. Wiltse	$	157.20	Timber Hill repair
09/26/24	Cummins	D. Wiltse	$	2,951.39	Generator Maintenance for Cosner Lift Station
09/26/24	Cummins	D. Wiltse	$	3,551.92	Generator Maintenance for 6405 Old Troy Pk
09/26/24	Cummins	D. Wiltse	$	2,636.58	Generator Maintenance for WTP
09/26/24	Cummins	D. Wiltse	$	3,224.07	Generator Maintenance for Brandt & Shull 8491 Brandt pk
09/26/24	Cummins	D. Wiltse	$	9,368.91	Generator Maintenance for 7300 Rip Rap Rd WTP
09/26/24	Cummins	D. Wiltse	$	2,864.69	Generator Maintenance for Wildcat 8119 Old Troy Pk
09/26/24	Cummins	D. Wiltse	$	2,993.88	Generator Maintenance for US 40 5150 St Route 40
09/26/24	Cummins	D. Wiltse	$	2,993.88	Generator Maintenance for Emeraldgate 8893 Emeraldgate Dr
09/28/24	Uline	D. Wiltse	$	413.10	Safety-fire ext cabinet, fire extinguisher and safety glasses
	September		**$**	**50,203.61**	

Date	Vendor	Invoice #		Amount	Description
10/09/24	Grainger	9274254466	$	1,223.88	Lift Station parts - Submersible LVL Transmitter, 60 FT cable
10/09/24	EJ Prescott	6402086	$	218.14	5/8 EC-1 Expansion connection
10/09/24	Lowes	Dan Wiltse Pcard	$	96.13	Mcap - Housekeeping at lift station
10/09/24	Amazon	Dan Wiltse Pcard	$	39.55	Mcap - Insulated bags for meters
10/10/24	EJ Prescott	6402703	$	2,239.14	5-1/4 Eddy Breaks Reapir Kit and Clow Eddy Traffic repair kit
10/14/24	Towner Filtration	October filter order	$	6,156.00	GWTB5A40 Cartidge filters for WTP
10/14/24	Paulus Lawn	Past due balance	$	9.08	Mowing and Lawn care for 7300 Rip Rap Rd
10/16/24	State of Ohio EPA	1000442825	$	18,618.60	OH5703612 Huber HEights Public Water system 2024 LTO Pre-application
10/18/24	EJ Prescott	6403901	$	434.30	3/4 EC-23 EXP Connection W/GSK LF
10/21/24	Ferguson	Dan Wiltse Pcard	$	2,455.00	Mcap - Main Break repair Clamp
10/21/24	EJ Prescott	6402254	$	212.78	Eddy BF Hydrant B&N set 13 slotted break-away style
10/22/24	EJ Prescott	6408039	$	106.60	4 in 1 Ratchet wrench thru bolt
10/22/24	EJ Prescott	6408023	$	981.06	6x12 FS1 Rep Clamp and 6x7 Rep Clamp
10/25/24	Waitzman Landscape Company	1000446243	$	6,163.20	Mcap - 7701 Timber Hill Project
10/25/24	Waitzman Landscape Company	1000446244	$	1,797.60	Mcap - 7701 Timber Hill Project
10/31/24	EJ Prescott	6409963	$	3,772.87	Mcap - Eddy Break repair Kits and Valve box covers
	October 2024		**$**	**44,523.93**	

Date	Vendor	Invoice #		Amount	Description
11/01/24	Ohio EPA	1IZ00124	$	180.00	NPDES Annual Discharge Fee - Check request form
11/01/24	National Water Services	14698	$	3,600.00	2024 Wellfield Preventative Maintenance
11/07/24	Lowes	Cameron Smith Pcar	$	103.11	Mcap - Maintenance parts for the WTP
11/12/24	Ferguson Wterworks	Order SM058363	$	(5.61)	Mcap - 5/8 Star nuts, returned..refund
11/14/24	Terminix	Invoice 70234604	$	93.12	Mcap - Pest control for Admin Office
11/14/24	Paulus Lawn and Landscape	14598	$	650.38	Mcap - Mowing and weed control for the WTP
11/13/24	Ferguson Waterworks	CM58363	$	197.65	Mcap - Maintenance parts for the Shop
11/14/24	Oups (Ohio 811)	Jason Boettcher Pcar	$	86.48	Mcap - Line locates
11/15/24	Engineered Solutions Midwest, Inc	4539	$	6,347.00	Mcap - new Impeller and mechanical seal for pump at EFI #93586 (Wildcat station)
	November		**$**	**11,252.13**	
	YTD TOTAL 2024			**$259,501.40**	

Veolia
6244 Chambersburg Rd
Huber Heights, Ohio 45424
Tel:937.233-3296 Fax 937-233-0874

City of Huber Heights				**Amount**
Maintenance Cap Summary		2024		
Beginning Balance				$ **284,586.65**
January				$ 37,377.39
February				$ 22,734.33
March				$ 13,874.31
April				$ 31,961.06
May				$ 7,513.88
June				$ 7,515.19
July				$ 7,168.72
August				$ 25,376.85
September				$ 50,203.61
October				$ 44,523.93
November				$ 11,252.13
December				$ -
Ending Balance				$ 25,085.25

Percentage of maintenance cap expenditures year to date: 91%
Detail of expenditures for the month of January are attached.

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

TO INCREASE THE NOT TO EXCEED MAINTENANCE CONTRACT AMOUNT FOR 2024 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT MODIFICATION WITH VEOLIA NORTH AMERICA.

WHEREAS, Veolia North America has operated the City's water and wastewater systems since September 29, 1995; and

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

WHEREAS, the City has determined to increase the not to exceed amount of the contract to pay the auditors fees for this year's audit outside the contract and also to allow the company to perform additional work for the City due to emergency measures and additional services as needed, without delay; and

WHEREAS, the City Council agrees that it is prudent and cost effective to increase Veolia North America's contract to allow the company to perform additional work for the City due to emergency measures and additional services as needed, without delay.

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

Section 1. The City Manager is hereby authorized to enter into a contract modification to increase the amount for maintenance costs for Veolia North America by $45,000.00 to a new amount of $329,586.65 for 2024.

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-10531 **Topics Of Discussion** **D.**

Council Work Session

Meeting Date: 12/03/2024

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: 12/03/2024

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:

- $350,000 return of advance to the General Fund from the Issue 2 Fund for grant revenue received.

Fiscal Impact

Source of Funds: Various Funds

Cost: $0.00

Recurring Cost? (Yes/No): No

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

Financial Implications:

The $350,000 return of advance to the General Fund from the Issue 2 Fund is not a fiscal impact, since that return is balanced against the grant revenue received.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2024-O-

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

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

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

Section 1. Authorization is hereby given to advance 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 advances 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

Advance:

Amount	*Fund From*	*Fund To*	*Purpose*
$350,000	421 Issue 2	101 General	Return previous advance

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 33 of Ordinance No. 2024-O-2625 is hereby amended to reflect an increase in the appropriations of the 421 Issue 2 Fund, as follows:

   a. Subsection b) Non-Departmental, Advances of $350,000.00.

Issue 2 Fund	$350,000.00

AI-10530 **Topics Of Discussion** **E.**

Council Work Session

Meeting Date: 12/03/2024

2025 City Budget

Submitted By: Jim Bell

Department: Assistant City Manager - Finance/ED **Division:** Finance/Tax

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/03/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2025 City Budget

Purpose and Background

The final draft of the 2025 City Budget is included (see attached). The 2025 City Budget for the General Fund, the Police Fund, the Fire Fund, the Parks and Recreation Fund, the Local Street Operating Fund, the Water Fund, the Sewer Fund, and the Storm Water Management Fund is legally balanced. The final draft of the 2025 City Budget totals $175,857,309 for all funds, and estimated 2025 revenues for all funds total $177,536,689. The 2025 General Fund Budget totals $20,644,325, and there are estimated 2025 General Fund revenues of $20,713,624.

The proposed 2025 City Budget ordinance is attached, as well as the 2025 Expenditure Budget summary and history of expenses for each fund. Also attached are the detailed revenue estimates for 2024 and 2025, in addition to actual revenues for previous years for each fund.

Fiscal Impact

Source of Funds: All City Funds

Cost: $175,536,689

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

2025 Revenue Budget Estimates

2025 Expense Budget Summary

Ordinance

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	GENERAL FUND								
101.000.4100	CITY INCOME TAX	7,075,646.67	8,020,578.13	8,916,451.38	9,259,001.42	9,822,363.00	10,402,488.00	580,125	5.91%
101.000.4201	REAL PROPERTY TAX	830,077.04	956,837.06	970,151.62	991,773.67	1,076,516.00	1,459,342.00	382,826	35.56%
101.000.4202	TANGIBLE PROPERTY TAX	-	7.09	-	-	-	-	-	---
101.000.4203	PUBLIC UTILITY PROPERTY TAX	24,977.48	25,409.30	26,905.00	28,683.53	25,500.00	33,000.00	7,500	29.41%
101.000.4204	TRAILER TAX	-	-	-	-	-	-	-	---
101.000.4209	PAYMENT IN LIEU OF TAXES	-	-	-	-	-	-	-	---
101.000.4211	HOTEL/MOTEL TAX	120,009.29	200,111.49	270,229.00	284,706.84	306,440.00	295,000.00	(11,440)	-3.73%
101.000.4240	CRA SERVICE PAYMENT - WATERSTONE	187,666.38	187,666.38	187,666.00	187,666.38	187,666.00	187,666.00	-	0.00%
101.000.4241	CRA SERVICE PAYMENT - DANBURY	84,035.62	136,219.92	136,220.00	149,476.16	149,476.00	149,476.00	-	0.00%
101.000.4242	CRA SERVICE PAYMENT - PARKVIEW	-	-	-	92,500.00	150,000.00	150,000.00	-	0.00%
101.000.4243	CRA SERVICE PAYMENT - REDWOOD (HARRISON 3)	-	-	-	93,333.00	93,333.00	93,333.00	-	0.00%
101.000.4244	CRA SERVICE PAYMENT - HARRISON IV	-	-	-	-	-	39,837.00	39,837	---
101.000.4245	CRA SERVICE PAYMENT - DOGTOWN						39,250.00	39,250	---
101.000.4301	LOCAL GOVERNMENT-STATE	147,108.29	183,044.06	218,330.00	226,998.65	292,999.00	210,405.00	(82,594)	-28.19%
101.000.4305	HOMESTEAD (ROLLBACK)	124,904.27	141,110.83	140,452.00	140,631.90	139,047.00	163,000.00	23,953	17.23%
101.000.4306	10M EXEMPT TAX	-	-	-	-	-	-	-	---
101.000.4307	UTILITY DEREG REIMBURSEMENT	-	-	-	-	-	-	-	---
101.000.4308	LIQUOR PERMITS	7,504.70	31,796.45	66,575.60	8,279.60	66,576.00	45,000.00	(21,576)	-32.41%
101.000.4309	OTHER LICENSE/FEES	150.00	-	-	-	500.00	-	(500)	-100.00%
101.000.4311	LOCAL GOVERNMENT-COUNTY	457,955.63	516,163.38	620,737.00	638,895.39	653,504.00	600,866.00	(52,638)	-8.05%
101.000.4314	CIGARETTE TAX	486.56	906.78	1,433.00	1,487.06	950.00	950.00	-	0.00%
101.000.4315	ESTATE TAX	-	-	-	-	-	-	-	---
101.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
101.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
101.000.4323	COUNTY GRANTS	-	-	-	-	25,000.00	25,000.00	-	0.00%
101.000.4324	PRIVATE GRANTS	-	-	-	10,000.00	-	10,000.00	10,000	---
101.000.4325	RZEDB INTEREST REBATE	112,598.39	105,565.54	97,062.00	88,830.90	82,153.00	75,186.00	(6,967)	-8.48%
101.000.4326	LOCAL GRANTS	-	-	-	-	-	-	-	---
101.000.4327	MONT. COUNTY LAND BANK GRANT	-	-	-	-	-	-	-	---
101.000.4401	WEED ASSESSMENTS	43,693.19	19,263.23	33,834.00	17,541.63	30,000.00	30,000.00	-	0.00%
101.000.4402	PROPERTY MAINTENANCE ASSESSMENTS	1,594.33	-	5,495.00	2,195.05	500.00	3,000.00	2,500	500.00%
101.000.4405	ADMINISTRATIVE ASSESSMENT FEE - DEC	-	-	-	664.87	-	2,500.00	2,500	---
101.000.4491	OTHER ASSESSMENTS	11,224.47	14,179.64	21,887.00	23,794.56	20,000.00	30,000.00	10,000	50.00%
101.000.4501	DISPATCH FEES	389,664.74	399,406.40	413,308.00	-	862,333.00	451,632.00	(410,701)	-47.63%
101.000.4502	EMS FEES	1,366,027.18	1,561,241.90	1,634,387.00	1,667,444.41	1,850,000.00	1,915,000.00	65,000	3.51%
101.000.4503	C & DD TIPPING FEE	-	-	-	-	-	-	-	---
101.000.4504	FIRE INSPECTION PERMITS	25.00	200.00	300.00	-	250.00	250.00	-	0.00%
101.000.4505	FALSE ALARM FEES	-	-	-	-	-	-	-	---
101.000.4506	CPR CLASS FEES	673.00	1,605.00	2,280.00	6,345.00	2,000.00	2,000.00	-	0.00%
101.000.4507	FIREWORKS PERMIT FEES							-	---
101.000.4508	NEIGHBORHOOD WATCH SIGN FEE	-	-	-	-	-	-	-	---
101.000.4509	CIVIL WEDDING FEES	900.00	962.00	600.00	250.00	800.00	500.00	(300)	-37.50%
101.000.4513	RENTAL FEES	29,105.88	30,651.94	31,874.00	33,039.15	32,000.00	34,000.00	2,000	6.25%
101.000.4590	CONTRACT INSPECTION FEES	5,585.64	1,858.81	9,425.00	270.00	9,000.00	5,000.00	(4,000)	-44.44%
101.000.4601	ORDINANCE FINES	29,142.03	32,786.70	33,346.00	19,931.63	37,000.00	21,000.00	(16,000)	-43.24%
101.000.4611	CABLE FRANCHISE FEES	479,960.04	476,243.22	456,118.00	422,438.31	480,000.00	450,000.00	(30,000)	-6.25%
101.000.4612	DOG LICENSES	9,233.25	7,100.50	6,806.00	6,490.25	7,500.00	6,500.00	(1,000)	-13.33%
101.000.4621	ZONING FEES	69,229.46	90,294.97	88,990.00	68,333.90	85,000.00	85,000.00	-	0.00%
101.000.4622	GRADING PERMITS	1,646.00	3,005.00	4,990.00	325.00	3,500.00	5,000.00	1,500	42.86%
101.000.4701	INTEREST INCOME	533,679.03	296,452.04	491,952.00	1,091,207.91	1,300,000.00	2,500,000.00	1,200,000	92.31%
101.000.4820	CITY ANNIVERSARY ITEMS	-	-	-	-	-	-	-	---
101.000.4830	COMMISSIONS	-	-	-	-	-	-	-	---
101.000.4880	LAND REUTILIZATION	-	-	-	-	-	-	-	---

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
101.000.4881	HUMANITARIAN RELIEF FUND	-	-	-	-	-	-	-	---
101.000.4882	MILITARY HONOR BANNER PROGRAM	1,980.00	2,475.00	990.00	3,135.00	1,000.00	2,500.00	1,500	150.00%
101.000.4883	VETERANS MEMORIAL PROJECT	-	5,000.00	-	-	-	-	-	---
101.000.4884	MILITARY HONOR PAVER PROGRAM	-	-	250.00	2,000.00	-	1,000.00	1,000	---
101.000.4885	COMMEMORATIVE BENCH AND TREE PROGRAM	-	-	-	2,060.93	-	2,000.00	2,000	---
101.000.4890	AUCTION PROCEEDS (moved to 4909 and 4910)	-	-	-	-	-	-	-	---
101.000.4891	REFUNDS	882,231.84	23,574.86	12,211.00	31,381.86	25,000.00	32,000.00	7,000	28.00%
101.000.4892	REIMBURSEMENTS	3,218.27	1,946.78	5,151.00	7,609.88	103,000.00	1,015,000.00	912,000	885.44%
101.000.4893	DONATIONS	-	2,350.00	100.00	1,258.98	5,000.00	5,000.00	-	0.00%
101.000.4894	COURT REIMBURSEMENTS	84,000.00	71,400.00	87,394.00	95,993.06	89,142.00	92,743.00	3,601	4.04%
101.000.4898	UNCLAIMED MONEY	-	-	831.00	-	17,850.00	500.00	(17,350)	-97.20%
101.000.4899	MISCELLANEOUS REVENUE	1,396.67	716.00	625.00	17,898.66	2,000.00	2,000.00	-	0.00%
101.000.4906	LEASE PROCEEDS	2,038,012.00	-	-	-	-	-	-	---
101.000.4909	SALE OF FIXED ASSETS - CAPITAL	8,029.50	13,698.16	65,492.00	171,295.14	20,000.00	20,000.00	-	0.00%
101.000.4910	SALE OF FIXED ASSETS - NON-CAPITAL	376.00	3,361.84	4,751.00	770.00	5,000.00	5,000.00	-	0.00%
101.000.4912	OP TRANS FROM SPECIAL REVENUE	1,705.59	-	-	-	-	-	-	---
101.000.4913	OP TRANS FROM DEBT SERVICE	-	-	-	-	-	-	-	---
101.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
101.000.4915	OP TRANS FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
101.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
101.000.4922	ADVANCES FROM SPECIAL REVENUE	-	-	-	1,400,000.00	1,400,000.00	-	(1,400,000)	-100.00%
101.000.4923	ADVANCES FROM DEBT SERVICE	-	-	-	-	-	-	-	---
101.000.4924	ADVANCES FROM CAPITAL PROJECTS	2,633,250.00	-	1,000,000.00	20,000.00	6,281,946.00	-	(6,281,946)	-100.00%
101.000.4925	ADVANCES FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
101.000.4926	ADVANCES FROM INTERNAL SERVICE	-	-	-	-	-	-	-	---
101.000.4927	ADVANCES FROM TRUSTS	-	-	-	-	-	-	-	---
101.000.4928	ADVANCES FROM AGENCY	-	-	-	-	-	-	-	---
101.330.4513	RENTAL FEES	-	1,900.00	2,600.00	2,925.00	3,000.00	3,000.00	-	0.00%
101.330.4514	FARMERS MARKET FEES	2,229.98	3,735.00	6,030.00	4,820.00	5,700.00	5,700.00	-	0.00%
101.330.4893	DONATIONS	3,500.00	8,425.00	305.00	-	6,000.00	6,000.00	-	0.00%
101.700.4911	OP TRANS FROM GENERAL FUND - TRANS	-	-	-	-	-	-	-	---
TOTAL FUND 101		**17,804,433.41**	**13,579,250.40**	**16,074,534.60**	**17,323,684.68**	**25,756,544.00**	**20,713,624.00**	**(5,042,920)**	**-19.58%**
	MOTOR VEHICLE								
202.000.4313	VEHICLE LICENSE TAX	301,357.85	346,329.96	352,244.52	365,314.34	352,245.00	365,314.00	13,069	3.71%
202.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
202.000.4701	INTEREST INCOME	4,891.18	2,594.02	4,104.00	10,121.54	4,966.00	12,247.00	7,281	146.62%
202.000.4891	REFUNDS	3,000.37	46.79	414.00	44.33	1,000.00	1,000.00	-	0.00%
202.000.4892	REIMBURSEMENTS	428.51	174.56	802.00	178.65	150.00	150.00	-	0.00%
202.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
202.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
202.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
TOTAL FUND 202		**309,677.91**	**349,145.33**	**357,564.52**	**375,658.86**	**358,361.00**	**378,711.00**	**20,350**	**5.68%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	GASOLINE TAX								
203.000.4302	GASOLINE TAX	2,011,747.33	2,148,864.33	2,118,645.00	2,244,521.08	2,125,645.00	2,381,212.00	255,567	12.02%
203.000.4303	MUNICIPAL CENTS PER GALLON	-	-	-	-	-	-	-	---
203.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
203.000.4322	STATE GRANTS	40,000.00	-	-	-	-	-	-	---
203.000.4411	SIDEWALK ASSESSMENTS	474.81	353.40	353.40	243.03	365.00	355.00	(10)	-2.74%
203.000.4421	STREET ASSESSMENTS	3,024.61	2,335.00	2,335.00	1,821.96	2,400.00	2,400.00	-	0.00%
203.000.4701	INTEREST INCOME	27,247.43	5,475.06	9,150.00	19,528.37	8,400.00	48,000.00	39,600	471.43%
203.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
203.000.4891	REFUNDS	8,479.65	126.14	1,120.00	121.14	3,500.00	3,500.00	-	0.00%
203.000.4892	REIMBURSEMENTS	598.62	485.14	508.00	12,923.04	500.00	500.00	-	0.00%
203.000.4899	MISCELLANEOUS REVENUE	1,441.90	2,943.10	2,181.00	1,744.80	2,000.00	2,000.00	-	0.00%
203.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
203.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
203.000.4912	OP TRANS FROM SPECIAL REVENUE - TR	316.99	-	-	-	70,000.00	-	(70,000)	-100.00%
203.000.4922	ADVANCES FROM SPECIAL REVENUE			-	1,440,725.00	-	-	-	---
203.000.4924	ADVANCES FROM CAPITAL PROJECTS	848,850.50	487,174.63	173,491.00	353,339.82	504,484.00	-	(504,484)	-100.00%
TOTAL FUND 203		**2,942,181.84**	**2,647,756.80**	**2,307,783.40**	**4,074,968.24**	**2,717,294.00**	**2,437,967.00**	(279,327)	**-10.28%**
	LIGHTING DISTRICT								
207.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
207.000.4431	LIGHTING ASSESSMENTS	329,446.73	327,617.05	331,509.00	336,950.52	335,000.00	335,000.00	-	0.00%
207.000.4891	REFUNDS	314.95	4.07	58.00	4.70	100.00	100.00	-	0.00%
207.000.4892	REIMBURSEMENTS	10.50	24.96	21.00	4.48	25.00	25.00	-	0.00%
TOTAL FUND 207		**329,772.18**	**327,646.08**	**331,588.00**	**336,959.70**	**335,125.00**	**335,125.00**	-	**0.00%**
	POLICE								
209.000.4100	CITY INCOME TAX	6,000,671.21	6,805,878.83	7,570,916.00	7,871,944.41	8,340,121.00	8,844,130.00	504,009	6.04%
209.000.4201	REAL PROPERTY TAX	963,422.38	968,144.28	989,530.00	990,140.01	1,124,917.00	1,167,041.00	42,124	3.74%
209.000.4202	TANGIBLE PROPERTY TAX	-	25.98	-	-	-	-	-	---
209.000.4203	PUBLIC UTILITY PROPERTY TAX	91,851.60	93,461.06	98,976.00	105,566.54	102,000.00	125,000.00	23,000	22.55%
209.000.4204	TRAILER TAX	-	-	-	-	-	-	-	---
209.000.4305	HOMESTEAD (ROLLBACK)	139,515.56	133,654.09	132,769.00	131,916.84	134,000.00	123,000.00	(11,000)	-8.21%
209.000.4306	10M EXEMPT TAX	-	-	-	-	-	-	-	---
209.000.4307	UTILITY DEREG REIMBURSEMENT	-	-	-	-	-	-	-	---
209.000.4321	FEDERAL GRANTS	6,722.22	4,433.44	5,600.00	-	3,000.00	5,000.00	2,000	66.67%
209.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
209.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
209.000.4324	PRIVATE GRANTS	-	-	-	1,800.00	-	-	-	---
209.000.4512	ACTIVITY FEES	-	-	-	-	-	-	-	---
209.000.4599	OTHER CHARGES FOR SERVICES	-	-	-	-	-	-	-	---
209.000.4701	INTEREST INCOME	97.84	120.97	253.00	1,569.84	150.00	2,000.00	1,850	1233.33%
209.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
209.000.4891	REFUNDS	147,982.67	17,077.15	17,679.00	7,324.42	50,000.00	20,000.00	(30,000)	-60.00%
209.000.4892	REIMBURSEMENTS	153,066.41	117,067.29	141,927.00	118,900.54	150,000.00	150,000.00	-	0.00%
209.000.4893	DONATIONS	-	-	8,500.00	-	-	-	-	---
209.000.4895	SECURITY REIMBURSEMENTS	6,883.98	741.84	8,551.00	16.00	6,000.00	6,000.00	-	0.00%
209.000.4899	MISCELLANEOUS REVENUE	256.00	350.70	299.00	302.40	400.00	400.00	-	0.00%
209.000.4906	LEASE PROCEEDS	-	-	-	-	-	-	-	---
209.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
209.000.4911	OP TRANS FROM GENERAL FUND	700,000.00	-	-	-	750,000.00	410,000.00	(340,000)	-45.33%
209.000.4912	OP TRANS FROM SPECIAL REVENUE	627,604.57	-	24,326.00	-	59,804.56	41,769.00	(18,036)	-30.16%
209.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 209		**8,838,074.44**	**8,140,955.63**	**8,999,326.00**	**9,229,481.00**	**10,720,392.56**	**10,894,340.00**	173,947	**1.62%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	FIRE								
210.000.4100	CITY INCOME TAX	2,272,801.80	2,581,428.86	2,873,611.00	2,995,312.34	3,165,570.00	3,365,233.00	199,663	6.31%
210.000.4201	REAL PROPERTY TAX	821,414.43	825,464.87	843,618.00	844,200.30	952,826.00	987,213.00	34,387	3.61%
210.000.4202	TANGIBLE PROPERTY TAX	-	20.27	-	-	-	-	-	---
210.000.4203	PUBLIC UTILITY PROPERTY TAX	71,644.26	72,899.62	77,202.00	82,341.85	77,000.00	98,000.00	21,000	27.27%
210.000.4204	TRAILER TAX	-	-	-	-	-	-	-	---
210.000.4305	HOMESTEAD (ROLLBACK)	119,737.91	114,707.13	113,960.00	113,240.27	119,500.00	112,000.00	(7,500)	-6.28%
210.000.4306	10M EXEMPT TAX	-	-	-	-	-	-	-	---
210.000.4307	UTILITY DEREG REIMBURSEMENT	-	-	-	-	-	-	-	---
210.000.4321	FEDERAL GRANTS	-	-	-	-	273,547.00	-	(273,547)	-100.00%
210.000.4322	STATE GRANTS	-	2,747.45	2,500.00	-	2,500.00	-	(2,500)	-100.00%
210.000.4324	PRIVATE GRANTS	-	-	-	-	-	-	-	---
210.000.4330	COVID-19	34,322.18	-	-	-	-	-	-	---
210.000.4513	RENTAL FEES	1,644.00	1,644.00	-	3,288.00	1,644.00	1,644.00	-	0.00%
210.000.4701	INTEREST INCOME	37.27	46.08	96.00	597.97	37.00	800.00	763	2062.16%
210.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
210.000.4891	REFUNDS	138,495.72	10,459.35	16,116.00	6,642.89	20,000.00	10,000.00	(10,000)	-50.00%
210.000.4892	REIMBURSEMENTS	6,566.90	3,892.85	3,816.00	12,115.08	5,000.00	20,000.00	15,000	300.00%
210.000.4893	DONATIONS	3,850.00	100.00	-	500.00	10,000.00	5,000.00	(5,000)	-50.00%
210.000.4895	SECURITY REIMBURSEMENTS	-	-	-	-	-	-	-	---
210.000.4899	MISCELLANEOUS REVENUE	-	66.00	-	-	-	-	-	---
210.000.4906	LEASE PROCEEDS	-	-	-	-	-	-	-	---
210.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
210.000.4911	OP TRANS FROM GENERAL FUND	4,550,000.00	3,500,000.00	4,950,000.00	4,000,000.00	5,990,000.00	6,720,000.00	730,000	12.19%
210.000.4912	OP TRANS FROM SPECIAL REVENUE	1,458,403.68	75,043.39	29,792.00	86,883.51	506,500.00	25,000.00	(481,500)	-95.06%
210.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
210.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 210		**9,478,918.15**	**7,188,519.87**	**8,910,711.00**	**8,145,122.21**	**11,124,124.00**	**11,344,890.00**	220,766	**1.98%**
	DRUG ENFORCEMENT								
211.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
211.000.4601	ORDINANCE FINES	-	-	-	-	-	-	-	---
211.000.4602	FEDERAL FORFEITURES	-	-	-	-	-	-	-	---
211.000.4603	STATE FORFEITURES	-	-	-	-	-	-	-	---
211.000.4604	DRUG FINES	2,032.97	1,366.21	720.00	745.00	1,500.00	1,000.00	(500)	-33.33%
211.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
211.000.4892	REIMBURSEMENTS	-	2,000.62	-	-	-	-	-	---
211.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
TOTAL FUND 211		**2,032.97**	**3,366.83**	**720.00**	**745.00**	**1,500.00**	**1,000.00**	(500)	**-33.33%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	LAW ENFORCEMENT								
212.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
212.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
212.000.4601	ORDINANCE FINES	3,235.00	3,444.45	1,695.00	770.61	3,000.00	3,000.00	-	0.00%
212.000.4602	FEDERAL FORFEITURES	-	-	-	-	-	-	-	---
212.000.4603	STATE FORFEITURES	67,019.92	15,334.86	1,231.00	16,822.46	15,000.00	15,000.00	-	0.00%
212.000.4605	PARKING FINES	1,140.00	1,190.00	950.00	205.00	1,100.00	500.00	(600)	-54.55%
212.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
212.000.4891	REFUNDS	-	-	-	-	-	-	-	---
212.000.4892	REIMBURSEMENTS	38.55	30.54	1,122.00	-	1,000.00	300.00	(700)	-70.00%
212.000.4893	DONATIONS	-	-	-	-	-	-	-	---
212.000.4899	MISCELLANEOUS REVENUE	-	105.00	70.00	-	100.00	100.00	-	0.00%
212.000.4909	SALE OF FIXED ASSETS - CAPITAL	-	-	-	-	-	-	-	---
212.000.4910	SALE OF FIXED ASSETS - NON-CAPITAL	220.00	450.00	350.00	62.00	500.00	500.00	-	0.00%
TOTAL FUND 212		**71,653.47**	**20,554.85**	**5,418.00**	**17,860.07**	**20,700.00**	**19,400.00**	(1,300)	**-6.28%**
	STATE HIGHWAY MAINTENANCE								
214.000.4302	GASOLINE TAX	163,114.66	174,232.25	171,782.00	181,988.21	171,782.00	193,071.00	21,289	12.39%
214.000.4303	MUNICIPAL CENTS PER GALLON	-	-	-	-	-	-	-	---
214.000.4313	VEHICLE LICENSE TAX	24,434.43	28,080.82	28,560.00	29,620.08	28,560.00	32,656.00	4,096	14.34%
214.000.4411	SIDEWALK ASSESSMENTS	479.03	485.73	479.00	498.74	485.00	413.00	(72)	-14.85%
214.000.4421	STREET ASSESSMENTS	3,060.12	3,126.81	3,060.00	3,060.13	3,127.00	6,283.00	3,156	100.93%
214.000.4701	INTEREST INCOME	2,411.53	500.09	796.00	1,698.11	780.00	4,000.00	3,220	412.82%
214.000.4891	REFUNDS	-	-	-	-	-	-	-	---
214.000.4892	REIMBURSEMENTS	-	5.94	-	-	-	-	-	---
214.000.4906	LEASE PROCEEDS	961,988.00	-	-	-	-	-	-	---
214.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 214		**1,155,487.77**	**206,431.64**	**204,677.00**	**216,865.27**	**204,734.00**	**236,423.00**	31,689	**15.48%**
	COUNTY PERMISSIVE TAX								
216.000.4313	VEHICLE LICENSE TAX	91,285.29	97,698.05	95,224.00	94,704.74	95,224.00	94,705.00	(519)	-0.55%
216.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
216.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 216		**91,285.29**	**97,698.05**	**95,224.00**	**94,704.74**	**95,224.00**	**94,705.00**	(519)	**-0.55%**
	CITY PERMISSIVE TAX								
217.000.4313	VEHICLE LICENSE TAX	262,720.47	287,565.31	299,828.00	302,298.10	311,941.00	320,708.00	8,767	2.81%
TOTAL FUND 217		**262,720.47**	**287,565.31**	**299,828.00**	**302,298.10**	**311,941.00**	**320,708.00**	8,767	**2.81%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	PARK & RECREATION								
218.000.4322	STATE GRANTS	-	-	-	37,500.00	-	-	-	---
218.000.4323	COUNTY GRANTS	-	-	-	10,000.00	-	-	-	---
218.000.4324	PRIVATE GRANTS	-	20,000.00	5,000.00	(5,000.00)	10,000.00	10,000.00	-	0.00%
218.000.4510	POOL ADMISSIONS	-	-	-	-	-	-	-	---
218.000.4511	POOL CONCESSIONS	-	-	-	-	-	-	-	---
218.000.4512	ACTIVITY FEES	-	-	-	-	-	-	-	---
218.000.4513	RENTAL FEES	15,391.00	12,062.50	47,710.00	24,337.50	20,000.00	20,000.00	-	0.00%
218.000.4800	ARTS COMMITTEE	-	-	-	-	-	-	-	---
218.000.4802	COMMUNITY THEATER	-	-	-	-	-	-	-	---
218.000.4804	SENIOR CITIZENS CENTER	-	-	-	-	-	-	-	---
218.000.4808	MISCELLANEOUS POOL REVENUE	-	-	-	-	-	-	-	---
218.000.4809	MISCELLANEOUS P&R REVENUE	-	-	-	-	-	-	-	---
218.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
218.000.4891	REFUNDS	3,804.61	79.34	647.00	674.20	2,000.00	2,000.00	-	0.00%
218.000.4892	REIMBURSEMENTS	362.84	2,399.68	59,776.00	(7,332.21)	200.00	500.00	300	150.00%
218.000.4893	DONATIONS	-	500.00	500.00	-	-	-	-	---
218.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
218.000.4906	LEASE PROCEEDS	-	-	-	-	-	-	-	---
218.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
218.000.4911	OP TRANS FROM GENERAL FUND	490,359.00	370,000.00	-	-	2,345,000.00	1,810,000.00	(535,000)	-22.81%
218.000.4912	OP TRANS FROM SPECIAL REVENUE	51,159.88	3,061,807.48	-	-	80,000.00	-	(80,000)	-100.00%
218.000.4913	OP TRANS FROM DEBT SERVICE	-	-	-	-	-	-	-	---
218.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
218.000.4921	ADVANCES FROM GENERAL FUND	-	1,400,000.00	-	-	-	-	-	---
218.213.4513	RENTAL FEES - TOM CLOUD PARK	-	-	-	-	-	-	-	---
218.216.4893	DONATIONS - PARKS & RECREATION	-	-	-	-	-	-	-	---
218.218.4830	COMMISSIONS - RECREATION FACILITY	-	-	-	-	-	-	-	---
218.218.4840	MARKETING REVENUE - REC. FAC.	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	-	0.00%
218.218.4891	REFUNDS - START UP DEPOSIT FROM Y	-	-	-	-	-	-	-	---
218.218.4892	REIMBURSEMENTS	-	-	-	-	-	-	-	---
218.218.4893	DONATIONS - RECREATION FACILITY	-	-	-	-	-	-	-	---
218.218.4899	MISCELLANEOUS REVENUE - REC. FAC.	-	-	-	-	-	-	-	---
218.218.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
218.218.4915	OP TRANS FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
218.218.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
218.219.4840	MUSIC CENTER MARKETING REVENUE	200,000.00	400,000.00	200,000.00	-	200,000.00	200,000.00	-	0.00%
218.219.4891	MUSIC CENTER REFUNDS	1,243.13	81.38	450.00	81.45	2,000.00	500.00	(1,500)	-75.00%
218.219.4892	MUSIC CENTER REIMBURSEMENTS	(1,120.92)	-	595.00	8,622.99	-	500.00	500	---
218.219.4899	MUSIC CENTER MISCELLANEOUS REVENUE	48,133.63	1,158,185.00	1,204,246.00	1,536,794.00	1,300,000.00	1,500,000.00	200,000	15.38%
218.219.4910	SALE OF ASSETS - NON CAPITAL - MUSIC CENTER	-	-	-	7,840.00	-	-	-	---
TOTAL FUND 218		**844,333.17**	**6,460,115.38**	**1,553,924.00**	**1,648,517.93**	**3,994,200.00**	**3,578,500.00**	**(415,700)**	**-10.41%**
	Nature Works Grant								
219.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
219.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
219.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
219.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
TOTAL FUND 219		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	COMMUNITY DEVELOPMENT BLOCK GR								
222.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
222.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
222.000.4323	COUNTY GRANTS	-	-	88,660.00	-	150,000.00	-	(150,000)	-100.00%
222.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
222.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
222.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
TOTAL FUND 222		**-**	**-**	**88,660.00**	**-**	**150,000.00**	**-**	**(150,000)**	**-100.00%**
	LOCAL STREET OPERATING								
226.000.4100	CITY INCOME TAX	2,191,596.23	2,483,879.78	2,762,099.00	2,868,255.45	3,042,728.00	3,222,485.00	179,757	5.91%
226.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
226.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
226.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
226.000.4503	C & DD TIPPING FEE	804.89	610.76	621.00	607.82	800.00	650.00	(150)	-18.75%
226.000.4701	INTEREST INCOME	35.63	44.05	92.00	571.68	75.00	700.00	625	833.33%
226.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
226.000.4891	REFUNDS	34,503.12	699.61	3,894.00	10,612.86	11,500.00	10,000.00	(1,500)	-13.04%
226.000.4892	REIMBURSEMENTS	3,153.36	20,476.55	2,541.00	31,235.71	3,000.00	3,000.00	-	0.00%
226.000.4893	DONATIONS	-	-	-	-	-	-	-	---
226.000.4899	MISCELLANEOUS REVENUE	660.00	-	-	-	-	-	-	---
226.000.4906	LEASE PROCEEDS	-	-	-	-	850,000.00	-	(850,000)	-100.00%
226.000.4909	SALE OF FIXED ASSETS - CAPITAL	7,606.00	14,300.00	7,660.00	31,252.00	15,000.00	15,000.00	-	0.00%
226.000.4910	SALE OF FIXED ASSETS - NON-CAPITAL	-	1,938.00	-	702.00	-	-	-	---
226.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
226.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
226.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
226.000.4924	ADVANCES FROM CAPITAL FUND	-	-	-	-	-	-	-	---
TOTAL FUND 226		**2,238,359.23**	**2,521,948.75**	**2,776,907.00**	**2,943,237.52**	**3,923,103.00**	**3,251,835.00**	**(671,268)**	**-17.11%**
228.000.4321		-	-	-	-	-	-	-	---
228.000.4322		-	-	-	-	-	-	-	---
228.000.4323		-	-	-	-	-	-	-	---
228.000.4911		-	-	-	-	-	-	-	---
228.000.4921		-	-	-	-	-	-	-	---
TOTAL FUND 228		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**
236.000.4323		-	-	-	-	-	-	-	---
236.000.4912		-	-	-	-	-	-	-	---
236.000.4921		-	-	-	-	-	-	-	---
TOTAL FUND 236		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**
237.000.4323		-	-	-	-	-	-	-	---
237.000.4892		-	-	-	-	-	-	-	---
237.000.4921		-	-	-	-	-	-	-	---
TOTAL FUND 237		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**
	BYRNE MEMORIAL GRANT								
238.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
238.000.4701	INTEREST INCOME	0.36	-	-	-	-	-	-	---
238.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
238.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
TOTAL FUND 238		**0.36**	**-**	**-**	**-**	**-**	**-**	**-**	**---**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	Highway Safety Grant (Not-used)								
239.000.4321		-	-	-	-	-	-	-	---
239.000.4921		-	-	-	-	-	-	-	---
TOTAL FUND 239		-	-	-	-	-	-	-	---
	Mont Co TIF MPITIE Fund								
240.000.4201	REAL PROPERTY TAX	-	-	-	-	-	-	-	---
240.000.4220	PILT MONT CTY TIF	1,872,541.67	1,965,849.73	2,479,017.00	2,927,256.73	2,528,597.00	2,528,597.00	-	0.00%
240.000.4305	HOMESTEAD (ROLLBACK)	150.62	133.14	133.00	132.60	135.00	200.00	65	48.15%
240.000.4912	OP TRANS FROM SPECIAL REVENUE	-	2,305,891.56	-	-	-	-	-	---
240.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
240.000.4922	ADVANCES FROM SPECIAL REVENUE	145,425.00	145,425.00	145,425.00	-	-	-	-	---
240.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 240		**2,018,117.29**	**4,417,299.43**	**2,624,575.00**	**2,927,389.33**	**2,528,732.00**	**2,528,797.00**	65	**0.00%**
	FIREFIGHTERS ASSISTANCE GRANT								
241.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
241.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
241.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
241.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
241.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
241.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
241.000.4922	ADVANCES FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
TOTAL FUND 241		-	-	-	-	-	-	-	---
	LAW ENFORCEMENT ASSISTANCE								
242.000.4322	STATE GRANTS	-	-	24,326.00	-	49,804.56	-	(49,805)	-100.00%
242.000.4891	REFUNDS	-	-	-	-	-	-	-	---
TOTAL FUND 242		-	-	**24,326.00**	-	**49,804.56**	-	(49,805)	**-100.00%**
	MIAMI CO. TIF - Non-DEC								
243.000.4225	MIAMI CO. TIF, SECT 1, A29	-	8,802.96	25,681.00	41,689.38	28,249.00	50,000.00	21,751	77.00%
243.000.4226	MIAMI CO. TIF, SECT 2, P48	495,257.55	641,333.86	780,022.00	1,056,936.47	846,561.00	1,001,000.00	154,439	18.24%
243.000.4227	MIAMI CO. TIF, SECT 3,	-	-	-	-	-	-	-	---
243.000.4305	HOMESTEAD (ROLLBACK)	155,271.68	169,917.03	191,078.00	226,562.07	195,000.00	226,500.00	31,500	16.15%
243.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
243.000.4922	ADVANCES FROM SPECIAL REVENUE	141,500.00	135,149.00	139,814.00	142,014.00	142,014.00	142,014.00	-	0.00%
243.000.4925	ADVANCES FROM ENTERPRISE	141,500.00	135,149.00	-	-	-	-	-	---
TOTAL FUND 243		**933,529.23**	**1,090,351.85**	**1,136,595.00**	**1,467,201.92**	**1,211,824.00**	**1,419,514.00**	207,690	**17.14%**
	MIAMI CO. TIF - DEC Only								
244.000.4225	MIAMI CO. TIF, SECT 1, A29	-	-	-	-	-	-	-	---
244.000.4226	MIAMI CO. TIF, SECT 2, P48	932,354.00	925,928.00	924,202.00	912,975.00	925,928.00	915,000.00	(10,928)	-1.18%
244.000.4305	HOMESTEAD (ROLLBACK)	-	-	-	-	-	-	-	---
244.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
244.000.4922	ADVANCES FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
244.000.4925	ADVANCES FROM ENTERPRISE	-	-	-	-	-	-	-	---
TOTAL FUND 244		**932,354.00**	**925,928.00**	**924,202.00**	**912,975.00**	**925,928.00**	**915,000.00**	(10,928)	**-1.18%**
	MIAMI CO. WEST TIF (TRIMBLE)								
245.000.4228	PILT MIAMI COUNTY WEST TIF	140,460.34	139,020.20	151,468.00	51,653.00	159,041.00	85,000.00	(74,041)	-46.55%
245.000.4912	OP TRANS FROM SPECIAL REVENUE	-	276,300.00	-	-	-	-	-	---
TOTAL FUND 245		**140,460.34**	**415,320.20**	**151,468.00**	**51,653.00**	**159,041.00**	**85,000.00**	(74,041)	**-46.55%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	MONT. CO. CENTRAL TIF (FAMILY DOLLAR)								
246.000.4221	PILT MONT. COUNTY CENTRAL TIF	10,953.12	52,287.70	25,177.00	11,363.90	25,200.00	22,700.00	(2,500)	-9.92%
TOTAL FUND 246		**10,953.12**	**52,287.70**	**25,177.00**	**11,363.90**	**25,200.00**	**22,700.00**	(2,500)	**-9.92%**
	MONT. CO. SOUTH TIF (ALCORE)								
247.000.4222	PILT MONT. COUNTY SOUTH TIF	153,598.44	147,831.06	150,541.00	-	150,541.00	167,182.00	16,641	11.05%
247.000.4912	OP TRANS FROM SPECIAL REVENUE	-	123,000.00	-	-	-	-	-	---
TOTAL FUND 247		**153,598.44**	**270,831.06**	**150,541.00**	-	**150,541.00**	**167,182.00**	16,641	**11.05%**
	MIAMI CO. NORTH FIREHOUSE TIF								
248.000.4229	PILT MIAMI COUNTY NORTH FIRE TIF	60,129.54	59,551.36	60,327.00	59,261.90	60,600.00	52,300.00	(8,300)	-13.70%
TOTAL FUND 248		**60,129.54**	**59,551.36**	**60,327.00**	**59,261.90**	**60,600.00**	**52,300.00**	(8,300)	**-13.70%**
	MONT. CO. LEXINGTON PLACE TIF								
249.000.4223	PILT MONT. CO. LEXINGTON PLACE TIF	-	215,991.36	219,376.00	209,353.62	223,615.00	220,000.00	(3,615)	-1.62%
249.000.4305	HOMESTEAD (ROLLBACK)	-	21,837.46	23,387.00	38,113.84	24,000.00	24,000.00	-	0.00%
249.000.4922	ADVANCES FROM SPECIAL REVENUE	-	-	290,000.00	-	-	-	-	---
TOTAL FUND 249		-	**237,828.82**	**532,763.00**	**247,467.46**	**247,615.00**	**244,000.00**	(3,615)	**-1.46%**
	ENTERPRISE ZONE ADMIN								
250.000.4629	ADMINISTRATIVE FEES	-	-	-	-	-	-	-	---
TOTAL FUND 250		-	-	-	-	-	-	-	---
	FEDERAL GRANTS FEMA								
251.000.4321	FEDERAL GRANTS FEMA	44,910.77	75,043.39	29,792.00	26,669.27	7,513.00	-	(7,513)	-100.00%
TOTAL FUND 251		**44,910.77**	**75,043.39**	**29,792.00**	**26,669.27**	**7,513.00**	-	(7,513)	**-100.00%**
	MONT. CO. HEATHERMERE TIF								
260.000.4223	PILT MONT. CO. HEATHERMERE TIF	-	-	-	-	-	-	-	---
260.000.4305	HOMESTEAD (ROLLBACK)	-	-	-	-	-	-	-	---
260.000.4922	ADVANCES FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
TOTAL FUND 260		-	-	-	-	-	-	-	---
	MONT. CO. THE MEADOWS TIF								
261.000.4223	PILT MONT. CO. THE MEADOWS TIF	-	-	-	-	-	-	-	---
261.000.4305	HOMESTEAD (ROLLBACK)	-	-	-	-	-	-	-	---
261.000.4922	ADVANCES FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
TOTAL FUND 261		-	-	-	-	-	-	-	---
	MONT. CO. WAVERLY PLACE TIF								
262.000.4223	PILT MONT. CO. WAVERLY PLACE TIF	-	-	-	-	-	-	-	---
262.000.4305	HOMESTEAD (ROLLBACK)	-	-	-	-	-	-	-	---
262.000.4922	ADVANCES FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
TOTAL FUND 262		-	-	-	-	-	-	-	---
	ONEOHIO OPIOID SETTLEMENT								
280.000.4322	STATE GRANTS	-	-	10,825.00	28,302.49	10,825.00	10,825.00	-	0.00%
TOTAL FUND 280		-	-	**10,825.00**	**28,302.49**	**10,825.00**	**10,825.00**	-	**0.00%**
	CORONAVIRUS RELIEF								
290.000.4321	FEDERAL GRANTS	2,233,904.69	-	-	-	-	-	-	---
290.000.4701	INTEREST INCOME	102.21	-	-	-	-	-	-	---
TOTAL FUND 290		**2,234,006.90**	-	-	-	-	-	-	---
	AMERICAN RESCUE PLAN ACT								
291.000.4320	FEDERAL GRANT - SUB AWARD	-	-	-	-	25,000.00	-	(25,000)	-100.00%
291.000.4321	FEDERAL GRANTS	-	1,998,335.96	2,014,292.00	-	-	-	-	---
TOTAL FUND 291		-	**1,998,335.96**	**2,014,292.00**	-	**25,000.00**	-	(25,000)	**-100.00%**
	SHUTTERED VENUE OPERATORS GRANT								
292.000.4321	FEDERAL GRANTS	-	5,770,054.04	-	-	-	-	-	---

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

	2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ Incr / (decr) 2025-2024	% Incr / (decr) 2025-2024
TOTAL FUND 292	-	5,770,054.04	-	-	-	-	-	---

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	ARPA FIRST RESPONDERS GRANT								
293.000.4321	FEDERAL GRANTS	-	-	-	60,214.24	450,000.00	-	(450,000)	-100.00%
TOTAL FUND 292		**-**	**-**	**-**	**60,214.24**	**450,000.00**	**-**	(450,000)	**-100.00%**
	SPECIAL ASSESSMENT BOND RETIRE								
305.000.4411	SIDEWALK ASSESSMENTS	567.82	545.44	4.00	-	-	-	-	---
305.000.4421	STREET ASSESSMENTS	789,075.08	940,761.50	969,280.00	996,495.11	990,000.00	1,130,000.00	140,000	14.14%
305.000.4441	WATER & SEWER ASSESSMENTS	18,867.05	18,064.09	7,255.00	7,228.51	18,000.00	7,000.00	(11,000)	-61.11%
305.000.4522	TAP-IN FEES	-	-	-	-	-	-	-	---
305.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
305.000.4891	REFUNDS	-	-	-	-	-	-	-	---
305.000.4892	REIMBURSEMENTS	-	-	-	-	-	-	-	---
305.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
305.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
305.000.4902	REVENUE BOND PROCEEDS	-	-	-	-	-	-	-	---
305.000.4903	NOTE PROCEEDS	-	-	-	-	-	-	-	---
305.000.4904	ACCRUED INTEREST	-	-	-	-	-	-	-	---
305.000.4905	PREMIUM OF BOND SALES	-	-	-	-	-	-	-	---
305.000.4907	CAPITALIZED INTEREST	-	-	-	-	-	-	-	---
305.000.4908	LOAN PROCEEDS	-	71,790.00	(7,440.00)	-	-	-	-	---
305.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
305.000.4912	OP TRANS FROM SPECIAL REVENUE	252,540.00	202,000.00	91,000.00	81,000.00	81,000.00	81,000.00	-	0.00%
305.000.4913	OP TRANS FROM DEBT SERVICE	-	-	-	-	-	-	-	---
305.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
305.000.4915	OP TRANS FROM ENTERPRISE FUNDS	10,000.00	18,800.00	-	-	-	-	-	---
305.000.4916	OP TRANS FROM INTERNAL SERVICE	-	-	-	-	-	-	-	---
305.000.4917	OP TRANS FROM TRUSTS	-	-	-	-	-	-	-	---
305.000.4918	OP TRANS FROM AGENCY	-	-	-	-	-	-	-	---
305.000.4922	ADVANCE FROM SPECIAL REVENUE	141,805.00	244,930.00	186,460.00	142,030.00	142,030.00	142,030.00	-	0.00%
305.000.4925	ADVANCE FROM ENTERPRISE	145,800.00	148,350.00	109,470.00	134,530.00	134,530.00	134,530.00	-	0.00%
TOTAL FUND 305		**1,358,654.95**	**1,645,241.03**	**1,356,029.00**	**1,361,283.62**	**1,365,560.00**	**1,494,560.00**	129,000	**9.45%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ Incr / (decr) 2025-2024	% Incr / (decr) 2025-2024
	GENERAL OBLIGATION BOND RETIRE								
308.000.4201	REAL PROPERTY TAX	-	-	-	-	-	-	-	---
308.000.4202	TANGIBLE PROPERTY TAX	-	-	-	-	-	-	-	---
308.000.4203	PUBLIC UTILITY PROPERTY TAX	-	-	-	-	-	-	-	---
308.000.4204	TRAILER TAX	-	-	-	-	-	-	-	---
308.000.4305	HOMESTEAD (ROLLBACK)	-	-	-	-	-	-	-	---
308.000.4306	10M EXEMPT TAX	-	-	-	-	-	-	-	---
308.000.4421	STREET ASSESSMENTS	-	-	-	-	-	-	-	---
308.000.4513	RENTAL FEES	-	-	-	-	-	-	-	---
308.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
308.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
308.000.4891	REFUNDS	-	1,500.00	-	-	-	-	-	---
308.000.4892	REIMBURSEMENTS	-	-	-	-	-	-	-	---
308.000.4893	DONATIONS	-	-	-	-	-	-	-	---
308.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
308.000.4901	GO BOND PROCEEDS	-	6,075,000.00	-	-	-	-	-	---
308.000.4903	NOTE PROCEEDS	-	-	-	-	-	-	-	---
308.000.4904	ACCRUED INTEREST	-	-	-	-	-	-	-	---
308.000.4905	PREMIUM OF BOND SALES	1,891.11	1,000,378.02	-	-	-	-	-	---
308.000.4907	CAPITALIZED INTEREST	-	-	-	-	-	-	-	---
308.000.4911	OP TRANS FROM GENERAL FUND	51,000.00	271,702.00	323,886.00	323,886.00	323,886.00	323,886.00	-	0.00%
308.000.4912	OP TRANS FROM SPECIAL REVENUE	2,329,500.00	2,605,328.00	2,469,264.00	2,452,864.00	2,452,864.00	2,452,864.00	-	0.00%
308.000.4913	OP TRANS FROM DEBT SERVICE	-	-	-	-	-	-	-	---
308.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
308.000.4915	OP TRANS FROM ENTERPRISE FUNDS	78,000.00	74,000.00	73,000.00	75,400.00	75,400.00	75,400.00	-	0.00%
TOTAL FUND 308		**2,460,391.11**	**10,027,908.02**	**2,866,150.00**	**2,852,150.00**	**2,852,150.00**	**2,852,150.00**	**-**	**0.00%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	CAPITAL IMPROVEMENTS								
406.000.4213	9-1-1 WIRELESS FEES	204,501.51	199,758.99	196,551.00	205,733.29	200,000.00	205,000.00	5,000	2.50%
406.000.4312	PERMISSIVE TAX-COUNTY	-	-	-	-	-	-	-	---
406.000.4321	FEDERAL GRANTS	-	-	51,144.00	-	-	-	-	---
406.000.4322	STATE GRANTS	53,138.46	-	-	-	-	-	-	---
406.000.4323	COUNTY GRANTS	-	107,508.00	-	63,200.00	-	-	-	---
406.000.4411	SIDEWALK ASSESSMENTS	121,327.43	131,321.93	116,391.00	118,253.95	130,000.00	120,000.00	(10,000)	-7.69%
406.000.4421	STREET ASSESSMENTS	-	-	-	-	-	-	-	---
406.000.4441	WATER & SEWER ASSESSMENTS	10,203.59	10,230.79	9,777.00	1,232.55	9,777.00	1,233.00	(8,544)	-87.39%
406.000.4513	RENTAL FEES	-	-	-	-	-	-	-	---
406.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
406.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
406.000.4891	REFUNDS	2,534.74	63.07	547.00	41.28	-	500.00	500	---
406.000.4892	REIMBURSEMENTS	77.79	85.58	27,335.00	47.18	-	100.00	100	---
406.000.4893	DONATIONS	-	-	-	-	-	-	-	---
406.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
406.000.4901	GO BOND PROCEEDS	-	8,110,000.00	-	-	-	-	-	---
406.000.4903	NOTE PROCEEDS	-	-	-	12,588,000.00	16,600,000.00	38,000,000.00	21,400,000	128.92%
406.000.4905	PREMIUM OF BOND SALES	-	920,093.47	-	79,669.08	-	50,000.00	50,000	---
406.000.4906	LEASE PROCEEDS	-	-	-	-	-	-	-	---
406.000.4907	CAPITALIZED INTEREST	-	-	-	-	-	-	-	---
406.000.4908	SIB LOAN PROCEEDS	-	-	-	-	-	-	-	---
406.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
406.000.4911	OP TRANS FROM GENERAL FUND	45,590.00	45,590.00	45,590.00	95,590.00	95,590.00	95,590.00	-	0.00%
406.000.4912	OP TRANS FROM SPECIAL REVENUE	1,314,910.00	1,197,133.47	891,785.00	2,861,785.00	2,271,485.00	2,271,485.00	-	0.00%
406.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
406.000.4915	OP TRANS FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
406.000.4921	ADVANCES FROM GENERAL FUND	1,000,000.00	-	-	525,000.00	-	-	-	---
406.000.4922	ADVANCES FROM SPECIAL REVENUE	116,000.00	-	-	-	-	-	-	---
406.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 406		**2,868,283.52**	**10,721,785.30**	**1,339,120.00**	**16,538,552.33**	**19,306,852.00**	**40,743,908.00**	**21,437,056**	**111.03%**
	TED - TRANSFORMATIVE ECONOMIC DEVELOPMENT								
410.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
410.000.4513	RENTAL FEES	67,241.77	233,991.68	173,985.00	208,571.08	200,000.00	200,000.00	-	0.00%
410.000.4891	REFUNDS	-	-	71.00	-	-	-	-	---
410.000.4892	REIMBURSEMENTS	128,656.12	284.96	16,962.00	7,611.45	-	-	-	---
410.000.4903	NOTE PROCEEDS	11,555,000.00	11,555,000.00	10,697,000.00	8,609,000.00	10,324,500.00	15,045,000.00	4,720,500	45.72%
410.000.4905	PREMIUM OF BOND SALES	31,171.50	109,145.05	25,722.00	40,183.09	-	100,000.00	100,000	---
410.000.4909	SALE OF FIXED ASSETS	300,000.00	600,000.00	1,000,001.00	3,588,001.00	3,962,000.00	1,000,000.00	(2,962,000)	-74.76%
410.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
410.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	88,660.00	-	-	-	-	---
410.000.4921	ADVANCES FROM GENERAL FUND	2,602,000.00	-	-	3,000,000.00	2,300,000.00	-	(2,300,000)	-100.00%
		-	-	-	-	-	-	-	---
TOTAL FUND 410		**14,684,069.39**	**12,498,421.69**	**12,002,401.00**	**15,453,366.62**	**16,786,500.00**	**16,345,000.00**	**(441,500)**	**-2.63%**
419.000.4312		-	-	-	-	-	-	-	---
419.000.4911		-	-	-	-	-	-	-	---
419.000.4914		-	-	-	-	-	-	-	---
419.000.4921		-	-	-	-	-	-	-	---
TOTAL FUND 419		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ Incr / (decr) 2025-2024	% Incr / (decr) 2025-2024
	ISSUE 2								
421.000.4312	PERMISSIVE TAX-COUNTY	-	-	-	-	-	-	-	---
421.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
421.000.4322	STATE GRANTS	-	250,000.00	-	-	-	-	-	---
421.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
421.000.4411	SIDEWALK ASSESSMENTS	-	-	-	-	-	-	-	---
421.000.4421	STREET ASSESSMENTS	-	-	-	-	-	-	-	---
421.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
421.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
421.000.4891	REFUNDS	-	-	-	-	-	-	-	---
421.000.4892	REIMBURSEMENTS	-	-	-	-	-	-	-	---
421.000.4893	DONATIONS	-	-	-	-	-	-	-	---
421.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
421.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
421.000.4903	NOTE PROCEEDS	-	-	-	-	-	-	-	---
421.000.4908	LOAN PROCEEDS	-	-	-	-	-	-	-	---
421.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	300,000.00	-	-	-	---
421.000.4912	OP TRANS FROM SPECIAL REVENUE	400,000.00	-	-	-	-	-	-	---
421.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
421.000.4915	OP TRANS FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
421.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	350,000.00	-	-	-	---
421.000.4922	ADVANCES FROM SPECIAL REVENUE	500,000.00	-	-	-	-	-	-	---
421.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 421		**900,000.00**	**250,000.00**	**-**	**650,000.00**	**-**	**-**	**-**	**---**
	ED/GE CAPITAL IMPROVEMENT								
427.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
427.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
427.000.4323	COUNTY GRANTS	31,250.00	-	-	20,000.00	62,400.00	162,400.00	100,000	160.26%
427.000.4421	STREET ASSESSMENTS	-	-	-	-	-	-	-	---
427.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
427.000.4892	REIMBURSEMENTS	-	-	-	-	-	-	-	---
427.000.4893	DONATIONS	-	-	-	-	-	-	-	---
427.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
427.000.4903	NOTE PROCEEDS	-	-	-	-	-	-	-	---
427.000.4905	PREMIUM OF BOND SALES	-	-	-	-	-	-	-	---
427.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
427.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
427.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
427.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
427.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	62,400.00	275,000.00	-	(275,000)	-100.00%
TOTAL FUND 427		**31,250.00**	**-**	**-**	**82,400.00**	**337,400.00**	**162,400.00**	**(175,000)**	**-51.87%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ Incr / (decr) 2025-2024	% Incr / (decr) 2025-2024
	FIRE CAPITAL/EQUIPMENT								
431.000.4100	CITY INCOME TAX	396,588.70	448,890.56	498,844.00	516,811.81	549,527.00	580,638.00	31,111	5.66%
431.000.4101	CITY INCOME TAX - FIRE STATION	-	-	-	-	-	-	-	---
431.000.4322	STATE GRANTS	3,448.00	-	-	-	-	-	-	---
431.000.4701	INTEREST INCOME	6.42	9.66	30.00	103.06	6.00	250.00	244	4066.67%
431.000.4891	REFUNDS	0.05	46.46	-	-	46.00	46.00	-	0.00%
431.000.4892	REIMBURSEMENTS	-	-	-	-	-	-	-	---
431.000.4893	DONATIONS	-	-	-	-	-	-	-	---
431.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
431.000.4903	NOTE PROCEEDS	-	-	-	1,800,000.00	3,335,000.00	4,950,000.00	1,615,000	48.43%
431.000.4905	PREMIUM OF BOND SALES	-	-	-	-	-	-	-	---
431.000.4906	LEASE PROCEEDS	-	615,864.00	-	2,102,287.23	-	1,100,000.00	1,100,000	---
431.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
431.000.4912	OP TRANS FROM SPECIAL REVENUE	60,000.00	65,900.00	59,550.00	44,460.00	44,460.00	44,460.00	-	0.00%
431.000.4914	OP TRANS FROM CAPITAL PROJECTS		205,543.18	15,356.00	-	-	-	-	---
431.000.4922	ADVANCES FROM SPECIAL REVENUE				-	-	-	-	---
431.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 431		**460,043.17**	**1,336,253.86**	**573,780.00**	**4,463,662.10**	**3,929,039.00**	**6,675,394.00**	**2,746,355**	**69.90%**
	LOCAL STREET CAPITAL IMPROVEME								
433.000.4100	CITY INCOME TAX	1,753,315.79	1,987,148.37	2,209,729.00	2,294,655.91	2,434,237.00	2,578,046.00	143,809	5.91%
433.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
433.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
433.000.4701	INTEREST INCOME	28.51	35.24	73.00	457.35	70.00	1,000.00	930	1328.57%
433.000.4892	REIMBURSEMENTS	-	-	-	-	-	-	-	---
433.000.4891	REFUNDS	-	206.50	-	-	207.00	207.00	-	0.00%
433.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
433.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
433.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
433.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	250,000.00	-	-	-	---
433.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
433.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 433		**1,753,344.30**	**1,987,390.11**	**2,209,802.00**	**2,545,113.26**	**2,434,514.00**	**2,579,253.00**	**144,739**	**5.95%**
	FEDERAL EQUITY SHARING								
434.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
434.000.4602	FEDERAL FORFEITURES	25,058.71	16,798.19	49,496.00	31,969.14	30,000.00	30,000.00	-	0.00%
434.000.4701	INTEREST INCOME	1,536.79	755.32	1,243.00	2,653.31	1,200.00	5,000.00	3,800	316.67%
434.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
TOTAL FUND 434		**26,595.50**	**17,553.51**	**50,739.00**	**34,622.45**	**31,200.00**	**35,000.00**	**3,800**	**12.18%**
	LOCAL LAW ENF BLK GRANT								
435.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
435.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
435.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
435.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
435.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 435		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	ASSISTANCE TO FF GRANT								
436.000.4321	FEDERAL GRANTS	-	205,543.18	15,356.00	-	-	-	#REF!	---
436.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
436.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	37,454.55	-	-	-	---
436.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	374,545.45	-		-	---
436.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 436		**-**	**205,543.18**	**15,356.00**	**412,000.00**	**-**	**-**	**-**	**---**
	ENERGY CONSERV GRANT								
437.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
437.000.4701	INTEREST INCOME	26.48	1.24	-	-	-	-	-	---
437.000.4891	REFUNDS	-	-	-	-	-	-	-	---
TOTAL FUND 437		**26.48**	**1.24**	**-**	**-**	**-**	**-**	**-**	**---**
	PAE ACQUISITION								
450.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
450.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
450.000.4903	NOTE PROCEEDS	-	-	-	-	-	-	-	---
TOTAL FUND 450		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**
	CARRIAGE TRAILS INFRASTRUCTURE								
454.000.4421	STREET ASSESSMENTS	-	-	-	58,879.50	53,000.00	-	(53,000)	-100.00%
454.000.4422	STREET ASSESSMENTS - DEC	-	-	-	22,162.26	53,500.00	165,000.00	111,500	208.41%
454.000.4701	INTEREST INCOME	7.39	-	-	-	-	-	-	---
454.000.4891	REFUNDS	-	-	-	-	-	-	-	---
454.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
454.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
454.000.4903	NOTE PROCEEDS	-	-	-	-	-	6,500,000.00	6,500,000	---
454.000.4905	PREMIUM OF BOND SALES	-	-	-	-	-	100,000.00	100,000	---
454.000.4908	SIB LOAN PROCEEDS	693,850.50	121,174.63	173,491.00	353,339.82	-	-	-	---
454.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
454.000.4912	OP TRANSFER FROM SPECIAL REVENUE	-	200,000.00	-	-	-	-	-	---
454.000.4913	OP TRANSFER FROM DEBT SERVICE	-	-	-	-	-	-	-	---
454.000.4922	ADVANCES FROM SPECIAL REVENUE	640,000.00	-	-	-	-	-	-	---
454.000.4925	ADVANCES FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
TOTAL FUND 454		**1,333,857.89**	**321,174.63**	**173,491.00**	**434,381.58**	**106,500.00**	**6,765,000.00**	**6,658,500**	**6252.11%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% Incr / (decr) 2025-2024
	WATER FUND								
501.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
501.000.4441	WATER & SEWER ASSESSMENTS	7,475.34	2,988.48	7,820.00	9,039.17	7,820.00	7,820.00	-	0.00%
501.000.4513	RENTAL FEES	3,721.00	4,940.00	5,220.00	2,000.00	5,915.00	7,000.00	1,085	18.34%
501.000.4520	WATER CHARGES	6,027,330.61	6,161,560.03	6,544,322.00	7,148,539.04	7,574,743.00	8,917,500.00	1,342,757	17.73%
501.000.4522	TAP-IN FEES	183,400.00	217,150.00	158,100.00	118,000.00	150,000.00	150,000.00	-	0.00%
501.000.4523	CONTRIBUTIONS IN CAPITAL	-	-	-	-	-	-	-	---
501.000.4590	CONTRACT INSPECTION FEES	37,609.72	9,873.83	85,213.00	-	50,000.00	50,000.00	-	0.00%
501.000.4599	OTHER CHARGES FOR SERVICES	77,963.64	71,623.90	74,462.00	69,072.61	75,000.00	75,000.00	-	0.00%
501.000.4701	INTEREST INCOME	60,341.02	34,849.51	61,164.00	89,769.08	76,455.00	150,000.00	73,545	96.19%
501.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
501.000.4891	REFUNDS	35,617.79	14,539.75	32,145.00	77.41	15,000.00	15,000.00	-	0.00%
501.000.4892	REIMBURSEMENTS	3,128.17	4,605.85	1,102.00	769.71	4,000.00	1,500.00	(2,500)	-62.50%
501.000.4893	DONATIONS	-	-	-	-	-	-	-	---
501.000.4899	MISCELLANEOUS REVENUE	-	-	2,692.00	-	-	-	-	---
501.000.4903	NOTE PROCEEDS	-	-	-	-	1,600,000.00	-	(1,600,000)	-100.00%
501.000.4908	LOAN PROCEEDS	5,242,290.88	-	-	-	-	-	-	---
501.000.4909	SALE OF FIXED ASSETS - CAPITAL	82,608.63	172,875.29	-	4,294.40	-	-	-	---
501.000.4910	SALE OF FIXED ASSETS - NON-CAPITAL	-	-	-	-	-	-	-	---
501.000.4915	OP TRANS FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
501.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
501.000.4925	ADVANCES FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
TOTAL FUND 501		**11,761,486.80**	**6,695,006.64**	**6,972,240.00**	**7,441,561.42**	**9,558,933.00**	**9,373,820.00**	**(185,113)**	**-1.94%**
	WATER CONSTRUCTION FUND								
502.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
502.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
502.000.4891	REFUNDS	-	-	-	-	-	-	-	---
502.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
502.000.4902	REVENUE BOND PROCEEDS	-	-	-	-	-	-	-	---
502.000.4903	NOTE PROCEEDS	-	-	-	-	-	-	-	---
502.000.4905	PREMIUM OF BOND SALES	-	-	-	-	-	-	-	---
502.000.4907	CAPITALIZED INTEREST	-	-	-	-	-	-	-	---
502.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
502.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
502.000.4915	OP TRANS FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
TOTAL FUND 502		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**
	WATER R & I FUND								
503.000.4322	STATE GRANTS	-	-	-	-	-	-	-	---
503.000.4701	INTEREST INCOME	6,710.87	3,410.23	234.00	-	-	-	-	---
503.000.4892	REIMBURSEMENTS	-	-	-	-	-	-	-	---
503.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
503.000.4915	OP TRANS FROM ENTERPRISE FUNDS	72,000.00	62,000.00	-	-	-	-	-	---
TOTAL FUND 503		**78,710.87**	**65,410.23**	**234.00**	**-**	**-**	**-**	**-**	**---**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	WATER UTILITY RESERVE								
504.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
504.000.4322	STATE GRANTS	250,000.00	-	-	100,000.00	400,000.00	400,000.00	-	0.00%
504.000.4441	WATER & SEWER ASSESSMENTS	-	-	-	-	-	-	-	---
504.000.4701	INTEREST INCOME	27,338.26	9,549.24	651.00	-	-	-	-	---
504.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
504.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
504.000.4903	NOTE PROCEEDS	-	-	-	5,800,000.00	-	22,000,000.00	22,000,000	---
504.000.4905	PREMIUM OF BOND SALES	-	-	-	31,378.00	-	100,000.00	100,000	---
504.000.4909	SALE OF FIXED ASSETS	-	-	-	-	-	-	-	---
504.000.4911	OP TRANS FROM GENERAL FUND	-	-	295,000.00	-	-	-	-	---
504.000.4912	OP TRANS FROM SPECIAL REVENUE	-	120,000.00	-	3,456,019.39	569,000.00	569,000.00	-	0.00%
504.000.4915	OP TRANS FROM ENTERPRISE FUNDS	5,103,732.90	930,310.27	2,845,400.00	701,529.29	2,036,250.00	363,234.00	(1,673,016)	-82.16%
504.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	600,000.00	-	-	-	---
504.000.4925	ADVANCES FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
TOTAL FUND 504		**5,381,071.16**	**1,059,859.51**	**3,141,051.00**	**10,688,926.68**	**3,005,250.00**	**23,432,234.00**	**20,426,984**	**679.71%**
	WATER BOND SERVICE								
505.000.4701	INTEREST INCOME	428.83	80.64	4,529.00	9,248.56	750.00	8,000.00	7,250	966.67%
505.000.4891	REFUNDS	-	-	-	-	-	-	-	---
505.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
505.000.4902	REVENUE BOND PROCEEDS	-	12,875,101.12	-	-	-	-	-	---
505.000.4904	ACCRUED INTEREST	-	-	-	-	-	-	-	---
505.000.4905	PREMIUM OF BOND SALES	-	-	-	-	-	-	-	---
505.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
505.000.4913	OP TRANS FROM DEBT SERVICE	-	-	-	-	-	-	-	---
505.000.4915	OP TRANS FROM ENTERPRISE FUNDS	1,782,953.02	1,753,480.65	1,163,894.00	1,217,079.72	1,225,000.00	1,265,000.00	40,000	3.27%
TOTAL FUND 505		**1,783,381.85**	**14,628,662.41**	**1,168,423.00**	**1,226,328.28**	**1,225,750.00**	**1,273,000.00**	**47,250**	**3.85%**
	WATER BOND RESERVE								
506.000.4701	INTEREST INCOME	944.65	128.80	5,687.00	20,779.07	1,406.00	15,000.00	13,594	966.86%
506.000.4901	GO BOND PROCEEDS	-	-	-	-	-	-	-	---
TOTAL FUND 506		**944.65**	**128.80**	**5,687.00**	**20,779.07**	**1,406.00**	**15,000.00**	**13,594**	**966.86%**
	SEWER FUND								
551.000.4441	WATER & SEWER ASSESSMENTS	33,375.87	36,814.93	34,311.00	11,256.39	35,000.00	35,000.00	-	0.00%
551.000.4521	SEWER CHARGES	4,074,075.57	4,092,671.31	3,870,305.00	3,640,985.77	4,366,224.00	4,372,992.00	6,768	0.16%
551.000.4522	TAP-IN FEES	109,750.00	124,112.78	92,200.00	57,150.00	90,000.00	85,000.00	(5,000)	-5.56%
551.000.4523	CONTRIBUTIONS IN CAPITAL	-	-	-	-	-	-	-	---
551.000.4590	CONTRACT INSPECTION FEES	45,021.72	10,969.33	80,264.00	267.50	50,000.00	10,000.00	(40,000)	-80.00%
551.000.4599	OTHER CHARGES FOR SERVICES	(13,028.53)	(10,251.92)	(7,895.00)	(4,246.02)	-	-	-	---
551.000.4701	INTEREST INCOME	176,238.00	79,318.13	133,084.00	228,523.91	146,392.00	170,000.00	23,608	16.13%
551.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
551.000.4891	REFUNDS	10,255.90	146.48	1,342.00	110.82	5,000.00	1,000.00	(4,000)	-80.00%
551.000.4892	REIMBURSEMENTS/ I & I FUNDS FROM TCA	5,813.57	4,225.40	1,093.00	760.42	-	400.00	400	---
551.000.4893	DONATIONS	-	-	-	-	-	-	-	---
551.000.4899	MISCELLANEOUS REVENUE	-	890.00	-	-	-	-	-	---
551.000.4906	LEASE PROCEEDS	-	-	-	-	550,000.00	-	(550,000)	-100.00%
551.000.4909	SALE OF FIXED ASSETS - CAPITAL	-	-	-	3,866.60	-	-	-	---
551.000.4910	SALE OF FIXED ASSETS - NON-CAPITAL	-	-	-	-	-	-	-	---
551.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
551.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 551		**4,441,502.10**	**4,338,896.44**	**4,204,704.00**	**3,938,675.39**	**5,242,616.00**	**4,674,392.00**	**(568,224)**	**-10.84%**

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ incr / (decr) 2025-2024	% incr / (decr) 2025-2024
	SEWER ACQ/CAPITAL								
552.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
552.000.4701	INTEREST INCOME	5,770.50	5,144.36	525.00	-	788.00	-	(788)	-100.00%
552.000.4892	REIMBURSEMENTS/ I & I FUNDS FROM TCA	-	-	-	-	-	-	-	---
552.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
552.000.4903	NOTE PROCEEDS	-	-	-	-	-	-	-	---
552.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
552.000.4915	OP TRANS FROM ENTERPRISE FUNDS	644,834.00	530,834.00	4,326,828.00	800,103.56	430,250.00	583,234.00	152,984	35.56%
552.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
552.000.4925	ADVANCES FROM ENTERPRISE FUNDS	-	-	-	-	-	-	-	---
TOTAL FUND 552		**650,604.50**	**535,978.36**	**4,327,353.00**	**800,103.56**	**431,038.00**	**583,234.00**	152,196	**35.31%**
	STORM WATER MANAGEMENT								
571.000.4323	COUNTY GRANTS	-	-	-	-	-	-	-	---
571.000.4442	COUNTY STORM WATER ASSESSMENTS	3,643.32	5,016.61	5,055.00	1,407.99	5,156.00	4,000.00	(1,156)	-22.42%
571.000.4491	OTHER ASSESSMENTS	-	-	-	-	-	-	-	---
571.000.4530	STORMWATER CHARGES	599,201.49	612,491.08	608,329.00	997,780.37	1,103,076.00	1,140,048.00	36,972	3.35%
571.000.4590	CONTRACT INSPECTION FEES	48,729.22	10,715.83	64,126.00	-	35,000.00	35,000.00	-	0.00%
571.000.4701	INTEREST INCOME	-	-	-	-	-	-	-	---
571.000.4890	AUCTION PROCEEDS	-	-	-	-	-	-	-	---
571.000.4891	REFUNDS	5,954.67	89.52	827.00	82.08	2,500.00	500.00	(2,000)	-80.00%
571.000.4892	REIMBURSEMENTS	2,476.11	251.30	248.00	291.51	2,000.00	250.00	(1,750)	-87.50%
571.000.4906	LEASE PROCEEDS	-	-	-	-	-	-	-	---
571.000.4909	SALE OF CAPITAL ASSETS - CAPITAL	-	-	-	-	98,000.00	-	(98,000)	-100.00%
571.000.4910	SALE OF CAPITAL ASSETS - NON-CAPITAL	-	-	-	3,150.00	-	-	-	---
571.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
571.000.4912	OP TRANS FROM SPECIAL REVENUE	-	-	-	-	-	-	-	---
571.000.4914	OP TRANS FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
571.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
571.000.4924	ADVANCES FROM CAPITAL PROJECTS	-	-	-	-	-	-	-	---
TOTAL FUND 571		**660,004.81**	**628,564.34**	**678,585.00**	**1,002,711.95**	**1,245,732.00**	**1,179,798.00**	(65,934)	**-5.29%**
	RECREATION ACTIVITY CENTER								
590.000.4830	COMMISSIONS	-	-	-	-	-	-	-	---
590.000.4840	MARKETING REVENUE	-	-	-	-	-	-	-	---
590.000.4893	DONATIONS	-	-	-	-	-	-	-	---
590.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
590.000.4911	OP TRANS FROM GENERAL FUND	-	-	-	-	-	-	-	---
590.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
TOTAL FUND 590		-	-	-	-	-	-	-	---

ESTIMATED REVENUE BUDGET WORKSHEET
CITY OF HUBER HEIGHTS

		2020 Actual Revenue	2021 Actual Revenue	2022 Actual Revenue	2023 Actual Revenue	2024 Estimated Revenue	2025 Estimated Revenue	$ Incr / (decr) 2025-2024	% Incr / (decr) 2025-2024
	FIRE INSURANCE								
723.000.4896	ESCROW/DEPOSITS	-	16,080.00	37,543.00	-	-	-	-	---
TOTAL FUND 723		**-**	**16,080.00**	**37,543.00**	**-**	**-**	**-**	**-**	**---**
	UNCLAIMED MONEY								
732.000.4898	UNCLAIMED MONEY	-	-	6,988.00	-	12,378.27	-	(12,378)	-100.00%
732.000.4917	OP TRANS FROM TRUSTS	-	-	-	-	-	-	-	---
TOTAL FUND 732		**-**	**-**	**6,988.00**	**-**	**12,378.27**	**-**	**(12,378)**	**-100.00%**
	PRC-DC AGENCY								
801.000.4321	FEDERAL GRANTS	-	-	-	-	-	-	-	---
801.000.4899	MISCELLANEOUS REVENUE	-	-	-	-	-	-	-	---
801.000.4921	ADVANCES FROM GENERAL FUND	-	-	-	-	-	-	-	---
TOTAL FUND 801		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**---**
	CASH SURETY								
802.000.4896	ESCROW/DEPOSITS	130,500.00	267,776.00	373,542.00	138,985.09	300,000.00	300,000.00	-	0.00%
TOTAL FUND 802		**130,500.00**	**267,776.00**	**373,542.00**	**138,985.09**	**300,000.00**	**300,000.00**	**-**	**0.00%**
								-	---
TOTAL ALL FUNDS		**101,661,713.34**	**124,391,422.03**	**91,194,966.52**	**120,588,205.23**	**133,738,684.39**	**177,536,689.00**	**43,798,005**	**32.75%**

Print Date November 26, 2024

CITY OF HUBER HEIGHTS
YTD for Period Ending: July 31, 2024

	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL BUDGET	2024 REVISED BUDGET 7/31/2024	2024 EXPENDED 7/31/2024	2025 CITY MGR'S REQUEST	%Chg Revised
GENERAL FUND (101)	16,804,881	11,695,148	11,826,219	17,193,833	21,777,751	23,790,645	12,133,801	20,644,325	(13.23)
MOTOR VEHICLE (202)	253,997	272,403	270,728	299,523	356,839	356,839	167,251	373,039	4.54
GASOLINE TAX (203)	3,476,026	2,139,234	2,357,826	1,669,235	2,337,121	2,372,121	1,422,738	2,654,421	11.90
LIGHTING DISTRICT (207)	317,210	375,931	365,748	331,784	375,900	375,900	180,753	416,100	10.69
POLICE (209)	8,232,879	8,247,799	8,880,665	9,435,255	10,641,780	10,909,175	5,737,978	12,028,525	10.26
FIRE (210)	7,658,111	8,056,130	8,768,109	9,449,141	10,618,700	10,641,700	5,668,805	12,112,400	13.82
DRUG ENFORCEMENT (211)	0	2,001	0	0	5,718	5,718	0	6,932	21.23
LAW ENFORCEMENT (212)	19,686	56,257	30,739	23,550	32,830	32,830	19,341	14,520	(55.77)
STATE HIGHWAY MAINTENANCE (214)	1,195,228	208,336	109,524	123,807	279,950	279,950	41,672	132,250	(52.76)
COUNTY PERMISSIVE TAX (216)	70,000	72,000	0	0	0	0	0	0	--
CITY PERMISSIVE TAX (217)	199,145	130,000	91,000	406,000	406,000	406,000	0	881,000	117.00
PARKS & RECREATION (218)	1,765,446	3,226,135	2,125,584	4,657,075	3,993,614	4,287,014	1,879,978	4,825,530	12.56
NATUREWORKS (219)	0	0	0	0	0	0	0	0	--
COMMUNITY DEVELOPMENT BLOCK GRANT (222)	0	0	88,660	0	150,000	150,000	0	145,000	(3.33)
LOCAL STREET OPERATING (226)	1,916,077	2,085,631	2,736,642	2,368,523	3,913,717	4,010,717	1,549,674	3,813,887	(4.91)
BYRNE MEMORIAL GRANT (238)	0	0	0	0	36	36	0	36	0.00
MONTGOMERY COUNTY TIF (240)	1,920,802	2,651,803	2,196,875	5,940,794	2,584,800	2,584,800	1,030,314	3,055,479	18.21
FIREFIGHTERS ASSISTANCE GRANT (241)	0	0	0	0	0	0	0	0	--
LAW ENFORCEMENT ASSISTANCE GRANT (242)	0	1,106	24,490	0	135	49,940	49,805	135	(99.73)
MIAMI COUNTY TIF (243)	904,890	668,409	544,548	547,759	546,389	546,389	16,747	551,389	0.92
MIAMI COUNTY TIF DEC (244)	932,354	925,928	924,202	912,975	912,975	912,975	0	912,975	0.00
MIAMI COUNTY WEST TIF (245)	131,978	147,752	139,622	135,659	137,250	137,250	567	137,250	0.00
MONTGOMERY COUNTY CENTRAL TIF (246)	122	10,000	49,377	27,114	29,700	29,700	7,000	29,700	0.00
MONTGOMERY COUNTY SOUTH TIF (247)	147,036	40,047	117,247	151,000	155,000	155,000	34,828	155,000	0.00
MIAMI COUNTY NORTH FIREHOUSE TIF (248)	60,847	66,522	60,395	45,273	45,460	45,460	350	45,460	0.00
MONTGOMERY COUNTY LEXINGTON PLACE TIF (249)	0	162,410	493,329	222,532	224,000	224,000	202,734	224,000	0.00
ENTERPRISE ZONE (250)	0	0	0	0	0	0	0	0	--
FEMA (251)	44,911	75,043	29,792	26,669	0	7,513	7,513	0	(100.00)
ONEOHIO OPIOID SETTLEMENT (280)	0	0	0	0	15,000	15,000	0	41,769	178.46
CORONAVIRUS RELIEF (290)	2,234,007	0	0	0	0	0	0	0	--
AMERICAN RESCUE PLAN ACT (291)	0	120,000	0	3,456,019	556,608	581,608	25,000	556,608	(4.30)
SHUTTERED VENUE OPERATING GRANT (292)	0	5,770,054	0	0	0	0	0	0	--
ARPA FIRST RESPONDERS GRANT (293)	0	0	0	60,214	450,000	450,000	316,664	450,000	0.00
SPECIAL ASSESSMENT BOND (305)	1,255,814	1,314,662	1,160,936	1,200,119	1,209,000	1,235,900	265,038	1,237,000	0.09
GENERAL OBLIGATION BOND (308)	2,477,227	9,849,994	2,863,770	2,851,809	2,854,000	2,841,000	541,781	2,842,000	0.04
CAPITAL IMPROVEMENTS (406)	3,103,141	9,737,286	2,556,944	5,502,052	7,240,100	51,573,500	25,119,024	36,874,200	(28.50)

Print Date November 26, 2024

CITY OF HUBER HEIGHTS
YTD for Period Ending: July 31, 2024

	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ORIGINAL BUDGET	2024 REVISED BUDGET 7/31/2024	2024 EXPENDED 7/31/2024	2025 CITY MGR'S REQUEST	%Chg Revised
TRANSFORMATIVE ECON. DEV. (410)	14,948,155	12,063,276	12,078,352	14,488,543	17,045,000	17,515,000	2,639,390	15,723,300	(10.23)
ISSUE 2 (421)	900,333	250,000	0	700,000	0	0	0	0	0.00
CAPITAL EQUIPMENT (424)	0	0	0	0	0	0	0	0	--
ED/GE CAPITAL IMPROVEMENT (427)	31,250	0	0	82,400	62,400	337,400	275,000	162,400	(51.87)
FIRE CAPITAL/EQUIPMENT (431)	958,941	1,127,918	2,045,625	3,535,558	4,092,300	6,249,050	622,220	6,575,450	5.22
LOCAL STREET CAPITAL IMPROVEMENT (433)	1,581,870	1,568,043	1,734,951	1,997,333	1,827,000	1,827,000	1,810,092	2,167,000	18.61
FEDERAL EQUITY SHARING PROGRAM (434)	18,094	71,251	22,917	27,033	78,979	104,600	57,068	43,936	(58.00)
LOCAL LAW ENFORCEMENT BLOCK GRANT (435)	0	0	0	0	0	0	0	0	--
FIREFIGHTERS ASSISTANCE GRANT (436)	0	205,543	15,356	412,000	374,546	374,546	0	374,546	0.00
ENERGY CONSERVATION GRANT (437)	0	0	0	0	1,809	1,809	0	1,809	0.00
PUBLIC ACCESS EASEMENT ACQUISITION (450)	0	0	0	0	0	0	0	0	--
CARRIAGE TRAILS INFRASTRUCTURE (454)	1,333,851	321,175	173,491	382,038	53,500	106,500	101,768	6,388,000	5898.12
WATER FUND (501)	10,480,355	8,192,686	9,440,688	7,700,310	9,275,999	8,712,799	6,130,880	8,053,278	(7.57)
WATER CONSTRUCTION FUND (502)	0	0	0	0	0	0	0	0	--
WATER R & I FUND (503)	19,809	63,769	534,900	0	0	0	0	0	--
WATER UTILITY RESERVE (504)	139,984	1,308,941	6,825,941	6,948,899	4,636,250	11,461,750	489,056	20,915,234	82.48
WATER BOND SERVICE (505)	1,793,878	14,684,509	1,210,000	1,230,000	1,230,500	1,250,100	5,000	1,271,000	1.67
WATER BOND RESERVE (506)	0	0	0	0	0	0	0	1,265,000	--
SEWER FUND (551)	3,761,232	4,610,272	8,360,526	4,867,688	5,403,133	5,477,003	2,946,309	5,762,642	5.22
SEWER ACQUISITION (552)	688,631	594,068	4,326,828	790,824	430,250	430,250	372,977	583,234	35.56
STORM WATER MANAGEMENT (571)	554,015	560,010	544,466	1,293,877	1,066,794	1,104,794	611,888	1,090,184	(1.32)
RECREATION ACTIVITY CENTER (590)	0	0	0	0	0	0	0	0	--
FIRE INSURANCE (723)	44,000	16,080	40,693	0	0	0	0	0	--
UNCLAIMED MONIES (732)	0	0	831	0	24,539	24,539	17,552	19,366	(21.08)
PRC-DC AGENCY (801)	0	0	0	0	0	0	0	0	--
CASH SURETY (802)	131,556	140,400	224,522	280,500	300,000	300,000	91,500	300,000	0.00
TOTALS:	92,507,767	113,885,964	96,393,059	111,774,714	117,753,372	174,285,820	72,590,055	175,857,309	0.90

CITY OF HUBER HEIGHTS
STATE OF OHIO
ORDINANCE NO. 2024-O-

FOR MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025.

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

To provide for the current expenses and other expenditures of the City of Huber Heights for the fiscal year ending December 31, 2025, the following sums be and are hereby appropriated from the monies in the Treasury of the City of Huber Heights and from the sum certified by the County Auditor to be received from taxation and from other sources.

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

a)	**Dispatch:**	
	Personnel	1,798,900
	Operations and Capital	121,905
	TOTAL	1,919,805
b)	**Lighting:**	
	Operations and Capital	56,000
	TOTAL	56,000
c)	**Economic Development:**	
	Personnel	244,200
	Operations and Capital	481,850
	TOTAL	726,050
d)	**Planning & Development:**	
	Personnel	629,400
	Operations and Capital	308,500
	TOTAL	937,900
e)	**Engineering:**	
	Personnel	0
	Operations and Capital	0
	TOTAL	0
f)	**Community Services:**	
	Personnel	0
	Operations and Capital	25,000
	TOTAL	25,000
g)	**Central Services:**	
	Personnel	0
	Operations and Capital	1,034,225
	TOTAL	1,034,225
h)	**Mayor:**	
	Personnel	14,200
	Operations and Capital	26,900
	TOTAL	26,900
i)	**Council:**	
	Personnel	280,200
	Operations and Capital	121,620
	TOTAL	401,820
j)	**Municipal Court:**	
	Personnel	505,200
	Operations and Capital	102,570
	TOTAL	607,770
k)	**Accounting:**	
	Personnel	532,400
	Operations and Capital	374,011
	TOTAL	906,411
l)	**Taxation:**	
	Personnel	768,500
	Operations and Capital	362,038
	TOTAL	1,130,538
m)	**Legal:**	
	Operations and Capital	476,500
	TOTAL	476,500
n)	**Information Technology:**	
	Personnel	317,800
	Operations and Capital	1,224,343
	TOTAL	1,542,143
o)	**Human Resources:**	
	Personnel	493,700
	Operations and Capital	580,000
	TOTAL	1,073,700
p)	**Building and Grounds**	
	Personnel	0
	Operations and Capital	142,000
	TOTAL	142,000
q)	**Court:**	
	Personnel	40,200
	Operations and Capital	21,847
	TOTAL	62,047
r)	**Non-Departmental**	
	Debt Service	243,000
	Transfers	9,113,886
	Advances	0
	TOTAL	9,356,886
	GENERAL FUND TOTAL	**20,644,325**

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

a)	**Streets**	
	Personnel	263,900
	Operations and Capital	68,779
	TOTAL	332,679
b)	**Non-Departmental**	
	Debt Service	0
	Transfers	0
	Advances	40,360
	TOTAL	40,360
	MOTOR VEHICLE FUND TOTAL	**373,039**

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

a)	**Engineering**	
	Operations and Capital	120,000
	TOTAL	120,000
b)	**Streets**	
	Personnel	734,000
	Operations and Capital	940,907
	TOTAL	1,674,907
c)	**Non-Departmental:**	
	Debt	0
	Transfers	710,000
	Advances	149,514
	TOTAL	859,514
	GASOLINE TAX FUND TOTAL	**2,654,421**

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

	Personnel	22,100
	Operations and Capital	294,000
	LIGHTING DISTRICT FUND TOTAL	**316,100**

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

a)	**Police**	
	Personnel	10,312,600
	Operations and Capital	898,625
	TOTAL	11,210,825
b)	**Management**	
	Personnel	26,900
	Operations and Capital	0
	TOTAL	26,900
c)	**Non-Departmental**	
	Debt Service	691,000
	Transfers	0
	Advances	0
	TOTAL	691,000
	POLICE FUND TOTAL	**12,028,725**

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

a)	**Fire**	
	Personnel	10,999,900
	Operations and Capital	1,085,600
	TOTAL	12,085,500
b)	**Management**	
	Personnel	26,900
	Operations and Capital	0
	TOTAL	26,900
c)	**Non-Departmental**	
	Debt Service	0
	Transfers	0
	Advances	0
	TOTAL	0
	FIRE FUND TOTAL	**12,112,400**

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

	Operations and Capital	6,932
	DRUG ENFORCEMENT FUND TOTAL	**6,932**

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

	Operations and Capital	14,520
	LAW ENFORCEMENT FUND TOTAL	**14,520**

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

a)	**Street**	
	Operations and Capital	55,250
	TOTAL	55,250
b)	**Non-Departmental**	
	Debt Service	77,000
	Transfers	0
	Advances	0
	TOTAL	77,000
	STATE HIGHWAY MNT FUND TOTAL	**132,250**

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

	Transfers	0
	Advances	0
	COUNTY PERMISSIVE FUND TOTAL	**0**

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

	Transfers	881,000
	Advances	0
	CITY PERMISSIVE FUND TOTAL	**881,000**

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

a)	**Administration:**	
	Personnel	363,100
	Operations and Capital	501,850
	TOTAL	864,950
b)	**Park & Recreation:**	
	Personnel	194,800
	Operations and Capital	2,686,559
	TOTAL	2,881,359
c)	**Aquatic Center:**	
	Operations and Capital	563,345
	TOTAL	563,345
d)	**Music Center:**	
	Personnel	34,000
	Operations and Capital	440,776
	TOTAL	474,776
e)	**Management:**	
	Personnel	21,100
	TOTAL	21,100
f)	**Non-Departmental:**	
	Debt Service	0
	Transfers	0
	Advances	0
	TOTAL	0
	PARKS & RECREATION FUND TOTAL	**4,825,530**

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

a)	**Capital**	
	Operations and Capital	0
	TOTAL	0
b)	**Non-Departmental**	
	Transfers	145,000
	Advances	0
	TOTAL	145,000
	CDBG FUND TOTAL	**145,000**

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

a)	**Streets**	
	Personnel	1,934,100
	Operations and Capital	867,917
	TOTAL	2,802,017
b)	**Parks**	
	Personnel	0
	TOTAL	0
c)	**Engineering:**	
	Personnel	191,300
	TOTAL	191,300
d)	**Management:**	
	Personnel	68,200
	TOTAL	68,200
e)	**Finance:**	
	Personnel	73,100
	Operations and Capital	20,300
	TOTAL	93,400
f)	**Tax:**	
	Personnel	223,800
	TOTAL	223,800
g)	**Information Technology:**	
	Operations and Capital	44,000
	TOTAL	44,000
h)	**Non-Departmental**	
	Debt Service	277,000
	Transfers	0
	Advances	94,170
	TOTAL	371,170
	LOCAL STREET OPER. FUND TOTAL	**3,813,887**

Section 15. That there be appropriated from the 228 - Byrne Memorial Grant Fund:

	Operations and Capital	36
	BYRNE MEM. GRANT FUND TOTAL	**36**

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

a)	**Finance:**	
	Operations and Capital	1,530,679
	TOTAL	1,530,679
b)	**Non-Departmental**	
	Debt Service:	0
	Transfers	1,324,800
	Advances	0
	TOTAL	1,324,800
	MONTGOMERY CO. TIF FUND TOTAL	**2,855,479**

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

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

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

a)	**Finance:**	
	Operations and Capital	36,300
	TOTAL	36,300
b)	**Non-Departmental**	
	Debt Service:	0
	Transfers	515,089
	Advances	0
	TOTAL	515,089
	MIAMI CO. TIF FUND TOTAL	**551,389**

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

a)	**Finance:**	
	Operations and Capital	0
	TOTAL	0
b)	**Non-Departmental**	
	Transfers	912,975
	Advances	0
	TOTAL	912,975
	MIAMI CO. TIF (DSC) FUND TOTAL	**912,975**

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

a)	**Finance:**	
	Operations and Capital	2,300
	TOTAL	2,300
b)	**Non-Departmental**	
	Transfers	134,950
	Advances	0
	TOTAL	134,950
	MIAMI CO. WEST TIF FUND TOTAL	**137,250**

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

a)	**Finance:**	
	Operations and Capital	9,700
	TOTAL	9,700
b)	**Non-Departmental**	
	Transfers	20,000
	Advances	0
	TOTAL	20,000
	MONT CO. CENTRAL TIF FUND TOTAL	**29,700**

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

a)	**Finance:**	
	Operations and Capital	10,000
	TOTAL	10,000
b)	**Non-Departmental**	
	Transfers	120,000
	Advances	0
	TOTAL	120,000
	MONT CO. SOUTH TIF FUND TOTAL	**130,000**

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

a)	**Finance:**	
	Operations and Capital	1,000
	TOTAL	1,000
b)	**Non-Departmental**	
	Transfers	44,460
	Advances	0
	TOTAL	44,460
	MIAMI CO. NORTH TIF FUND TOTAL	**45,460**

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

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

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

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

Section 26. That there be appropriated from the 260 - Montgomery County Southernwn TIF Fund:

a)	**Finance:**	
	Operations and Capital	24,000
	TOTAL	24,000
b)	**Non-Departmental**	
	Transfers	0
	Advances	0
	TOTAL	0
	MONT CO. LEX. PL TIF FUND TOTAL	**24,000**

Section 27. That there be appropriated from the 261 - Montgomery County The Meadows TIF Fund:

a)	**Finance:**	
	Operations and Capital	24,000
	TOTAL	24,000
b)	**Non-Departmental**	
	Transfers	0
	Advances	0
	TOTAL	0
	MONT CO. LEX. PL TIF FUND TOTAL	**24,000**

Section 28. That there be appropriated from the 262 - Montgomery County Waverly Place TIF Fund:

a)	**Finance:**	
	Operations and Capital	24,000
	TOTAL	24,000
b)	**Non-Departmental**	
	Transfers	0
	Advances	0
	TOTAL	0
	MONT CO. LEX. PL TIF FUND TOTAL	**24,000**

Section 29. That there be appropriated from the 280 - OneOhio Opioid Settlement Fund:

a)	**Finance:**	
	Operations and Capital	0
	TOTAL	0

b) **Non-Departmental**
Transfers 41,769
Advances 0
TOTAL 41,769

OHIOHIO OPIOID FUND TOTAL **41,769**

Section 20. That there be appropriated from the 291 - American Rescue Plan Act Fund:

a) **Finance:**
Operations and Capital 0
TOTAL 0
b) **Non-Departmental**
Transfers 556,608
Advances 0
TOTAL 556,608

ARPA FUND TOTAL **556,608**

Section 21. That there be appropriated from the 293 - ARPA First Responders Grant Fund:

a) **Finance:**
Operations and Capital 0
TOTAL 0
b) **Non-Departmental**
Transfers 450,000
Advances 0
TOTAL 450,000

ARPA 1ST RESPONDERS FUND TOTAL **450,000**

Section 22. That there be appropriated from the 305 - Special Assessment Bond Retirement Fund:

a) **Finance:**
Operations and Capital 70,000
TOTAL 70,000
b) **Non-Departmental**
Debt Service 1,167,000
TOTAL 1,167,000

S.A. BOND RETIREMT FUND TOTAL **1,237,000**

Section 23. That there be appropriated from the 306 - Bond Retirement Fund:

a) **Finance:**
Operations and Capital 1,000
TOTAL 1,000
b) **Non-Departmental**
Debt Service 2,841,000
TOTAL 2,841,000

G.O. BOND RETIREMT FUND TOTAL **2,842,000**

Section 24. That there be appropriated from the 406 - Capital Improvement Fund:

a) **Dispatch**
Personnel 0
TOTAL 0
b) **Finance:**
Personnel 17,700
TOTAL 17,700
c) **Capital**
Operations and Capital 1,809,500
TOTAL 1,809,500
d) **Non-Departmental**
Debt Service 35,047,000
Transfers 0
Advances 0
TOTAL 35,047,000

CAPITAL IMPROVEMENT FUND TOTAL **36,874,200**

Section 25. That there be appropriated from the 410 - Transformative Economic Development Fund:

a) **Economic Development:**
Operations and Capital 3,078,300
TOTAL 3,078,300
b) **Non-Departmental**
Debt Service 12,645,000
Transfers 0
Advances 0
TOTAL 12,645,000

T.E.D. FUND TOTAL **15,723,300**

Section 26. That there be appropriated from the 421 - Issue 2 Fund:

a) **Capital**
Operations and Capital 0
TOTAL 0
b) **Non-Departmental**
Transfers 0
Advances 0
TOTAL 0

ISSUE 2 FUND TOTAL **0**

Section 27. That there be appropriated from the 427 - ED/GE Capital Improvement Fund:

a) **Capital**
Operations and Capital 100,000
TOTAL 100,000
b) **Non-Departmental**
Transfers 0
Advances 62,400
TOTAL 62,400

ED/GE CAPITAL IMPR. FUND TOTAL **162,400**

Section 28. That there be appropriated from the 431 - Fire Capital/Equipment Fund:

a) **Fire:**
Operations and Capital 616,000
TOTAL 616,000
b) **Finance:**
Operations and Capital 3,700
TOTAL 3,700
c) **Non-Departmental**
Debt Service 5,689,000
Transfers 266,750
TOTAL 5,955,750

FIRE CAPITAL/EQUIP. FUND TOTAL **6,575,450**

Section 29. That there be appropriated from the 433 - Local Street Capital Fund:

a) **Street Capital:**
Operations and Capital 2,150,000
TOTAL 2,150,000
b) **Finance:**
Operations and Capital 17,000
TOTAL 17,000
c) **Non-Departmental**
Advances 0
TOTAL 0

LOCAL STREET CAPITAL FUND TOTAL **2,167,000**

Section 40. That there be appropriated from the 434 - Federal Equity Sharing Program Fund:

Operations and Capital 63,936

FEDERAL EQUITY FUND TOTAL **63,936**

Section 41. That there be appropriated from the 436 - Firefighter's Assistance Grant Fund:

a) **Fire:**
Operations and Capital 0
TOTAL 0
b) **Non-Departmental**
Transfers 0
Advances 274,546
TOTAL 274,546

FF ASST. GRANT FUND TOTAL **274,546**

Section 42. That there be appropriated from the 437 - Energy Conservation Grant Fund:

Operations and Capital 1,809

ENERGY CONS. GRANT FUND TOTAL **1,809**

Section 43. That there be appropriated from the 454 - Carriage Trails Infrastructure Fund:

a) **Capital**
Operations and Capital 165,000
TOTAL 165,000
b) **Non-Departmental**
Debt Service 6,223,000
Advances 0
TOTAL 6,223,000

CARRIAGE TRAILS INFR. FUND TOTAL **6,388,000**

Section 44. That there be appropriated from the 501 - Water Fund:

a) **Engineering:**
Personnel 272,100
Operations and Capital 5,582,163
TOTAL 5,854,263
b) **Fire:**
Personnel 39,600
TOTAL 39,600
c) **Management:**
Personnel 71,200
TOTAL 71,200
d) **Finance:**
Personnel 229,200
Operations and Capital 27,471
TOTAL 256,671
e) **Information Technology:**
Personnel 127,400
TOTAL 127,400
f) **Non-Departmental**
Debt Service 1,314,000
Transfers 363,234
Advances 26,910
TOTAL 1,704,144

WATER FUND TOTAL **8,053,278**

Section 45. That there be appropriated from the 503 - Reserve & Improvement Fund:

a) **Capital**
Operations and Capital 0
TOTAL 0
b) **Non-Departmental**
Transfers 0
TOTAL 0

WATER R&I FUND TOTAL **0**

Section 46. That there be appropriated from the 504 - Water Utility Reserve Fund:

a) **Capital**
Operations and Capital 10,473,234
TOTAL 10,473,234
b) **Non-Departmental**
Debt Service 10,442,000
Transfers 0
TOTAL 10,442,000

WATER UTILITY RES. FUND TOTAL **20,915,234**

Section 47. That there be appropriated from the 505 - Water Bond Service Fund:

a) **Capital**
Operations and Capital 5,000
TOTAL 5,000
b) **Non-Departmental**
Debt Service 1,266,000
Transfers 0
TOTAL 1,266,000

WATER BOND SERVICE FUND TOTAL **1,271,000**

Section 48. That there be appropriated from the 506 - Water Bond Reserve Fund:

a) **Non-Departmental**
Debt Service 0
Transfers 1,265,000
TOTAL 1,265,000

WATER BOND SERVICE FUND TOTAL **1,265,000**

Section 49. That there be appropriated from the 551 - Sewer Fund:

a) **Engineering:**
Personnel 272,100
Operations and Capital 4,222,345
TOTAL 4,494,445
b) **Management:**
Personnel 71,200
TOTAL 71,200
c) **Finance:**
Personnel 229,200
Operations and Capital 23,000
TOTAL 252,200
d) **Information Technology:**
Personnel 127,400
TOTAL 127,400
e) **Non-Departmental**
Debt Service 91,500
Transfers 658,624
Advances 67,261
TOTAL 817,385

SEWER FUND TOTAL **5,762,642**

Section 50. That there be appropriated from the 552 - Sewer Acquisition/Capital Fund:

Operations and Capital 583,234

SEWER ACQ./CAPITAL FUND TOTAL **583,234**

Section 51. That there be appropriated from the 571 - Storm Water Management Fund:

a) **Engineering:**
Personnel 98,400
Operations and Capital 10,000
TOTAL 108,400
b) **Streets:**
Personnel 372,600
Operations and Capital 179,990
TOTAL 552,590
c) **Management:**
Personnel 47,600
TOTAL 47,600
d) **Finance:**
Operations and Capital 0
TOTAL 0
e) **Capital:**
Operations and Capital 283,234
TOTAL 283,234
f) **Non-Departmental:**
Debt 58,000
Transfers 0
Advances 95,360
TOTAL 98,360

STORM WATER FUND TOTAL **1,090,184**

Section 52. That there be appropriated from the 723 - Fire Insurance Fund:

a) **Capital**
Operations and Capital 0
TOTAL 0
b) **Non-Departmental**
Transfers 0
Advances 0
TOTAL 0

FIRE INSURANCE FUND TOTAL **0**

Section 53. That there be appropriated from the 732 - Unclaimed Money Fund:

Operations and Capital 19,366

UNCLAIMED MONEY FUND TOTAL **19,366**

Section 54. That there be appropriated from the 802 - Cash Surety Fund:

Operations and Capital 300,000

CASH SURETY FUND TOTAL **300,000**

The Total of All Appropriations Shall Be: **179,857,309**

Section 55. The Director of Finance shall have authority to move money from one account to another within the same fund, including personnel, operations and capital, as personnel, operations and capital, debt, transfers, or advances) without need of additional legislation.

Section 56. The Director of Finance is hereby authorized to draw checks on the City Treasury for payment from any of the foregoing appropriations upon receiving certificates and invoices therefore, approved by authorized officers of the City; provided that no checks shall be drawn or paid for salaries, wages, or other payments except as shall be authorized in accordance with law or ordinance.

Section 57. 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 58. 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-10527 **Topics Of Discussion** **F.**

Council Work Session

Meeting Date: 12/03/2024

Hayden Apartments - CRA Assignment

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/03/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Hayden Apartments - CRA Assignment

Purpose and Background

Homestead Development is selling Hayden Park Apartments and is requesting the City's consent to assign the CRA Agreement to the new buyer. In 2022, the City entered into a CRA Agreement with Hayden Apartments, LLC to facilitate the construction of 192 market-rate apartment units. The apartments are complete, and the developer is selling the portfolio to a long-term owner. Homestead Development has complied with the terms of the agreement. There are no minimum service payments associated with this agreement.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE EXECUTION OF AN ASSIGNMENT AND ASSUMPTION OF TAX AGREEMENT WITH HAYDEN APARTMENTS, LLC.

WHEREAS, the City of Huber Heights (the "City") and Hayden Apartments, LLC (the "Developer") entered into a certain Hayden Apartments Pre-July 1994 Community Reinvestment Area and Development Agreement (the "Tax Agreement") effective August 12, 2022; and

WHEREAS, the Developer has satisfied the requirements of the Tax Agreement; and

WHEREAS, the Developer desires to transfer and assign all of its rights, title, and interests in the Tax Agreement; and

WHEREAS the City Council finds that executing the Assignment and Assumption of Tax Agreement (the "Assignment") is in the best interest of the City.

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

Section 1. The Assignment and Assumption of Tax Agreement, attached hereto as Exhibit A, which provides for the consent of the assignment, is hereby approved. The City Manager is authorized to make any changes to the Assignment 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 Assignment. Any changes made to the Assignment 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 Assignment.

Section 3. The City Manager, the Finance Director, the Law Director, the 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

ASSIGNMENT AND ASSUMPTION OF TAX AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF TAX AGREEMENT (this "**Assignment**") is executed as of the ____ day of _____, 202__ ("**Effective Date**") by and among HAYDEN APARTMENTS LLC, an Ohio limited liability company ("**Assignor**"), and _____, a(n) _____ ("**Assignee**").

WHEREAS, Assignee is this day purchasing from Assignor and Assignor is conveying to Assignee the Property (as such term is described in that certain Purchase and Sale Agreement with an effective date of October 16, 2024 between Assignor and Assignee (or Assignee's predecessor in interest) (the "**Purchase Agreement**").

WHEREAS, the Property is subject to a certain Hayden Apartments Pre July 1994 Community Reinvestment Area and Development Agreement, effective August 12, 2022, by and between the City of Huber Heights, Ohio and Assignor (the "**Tax Agreement**").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to assume as provided herein, all of Assignor's right, title and interest in and to the Tax Agreement.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest of Assignor in and to the Tax Agreement.

2. Assignee hereby affirmatively and unconditionally assumes all of Assignor's obligations and liabilities under the Tax Agreement arising from and after the Effective Date.

3. Except as set forth in the Purchase Agreement, this Assignment is made without warranty, representation, or guaranty by, or recourse against Assignor of any kind whatsoever.

4. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart. This Assignment shall be governed by the laws of the State of Ohio.

5. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

HAYDEN APARTMENTS LLC,
an Ohio limited liability company

By: _____
Brian C. Barker, Authorized Signer

ASSIGNEE:

_____

By:_____
Printed:_____
Its:_____

For the sole purpose of providing its consent pursuant to Section 6 of the Tax Agreement:

THE CITY OF HUBER HEIGHTS, OHIO

By: _____

Name: _____
City Manager

AI-10528 **Topics Of Discussion** **G.**

Council Work Session

Meeting Date: 12/03/2024

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 and 12/03/2024

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
Updated landscaping plan
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

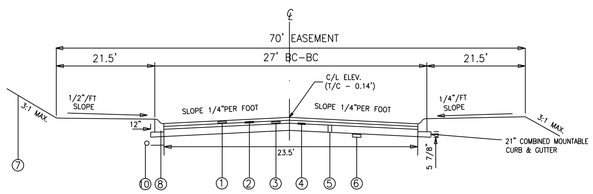
VICINITY MAP
N.T.S.

INDEX MAP
SCALE: 1"=80'

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.



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

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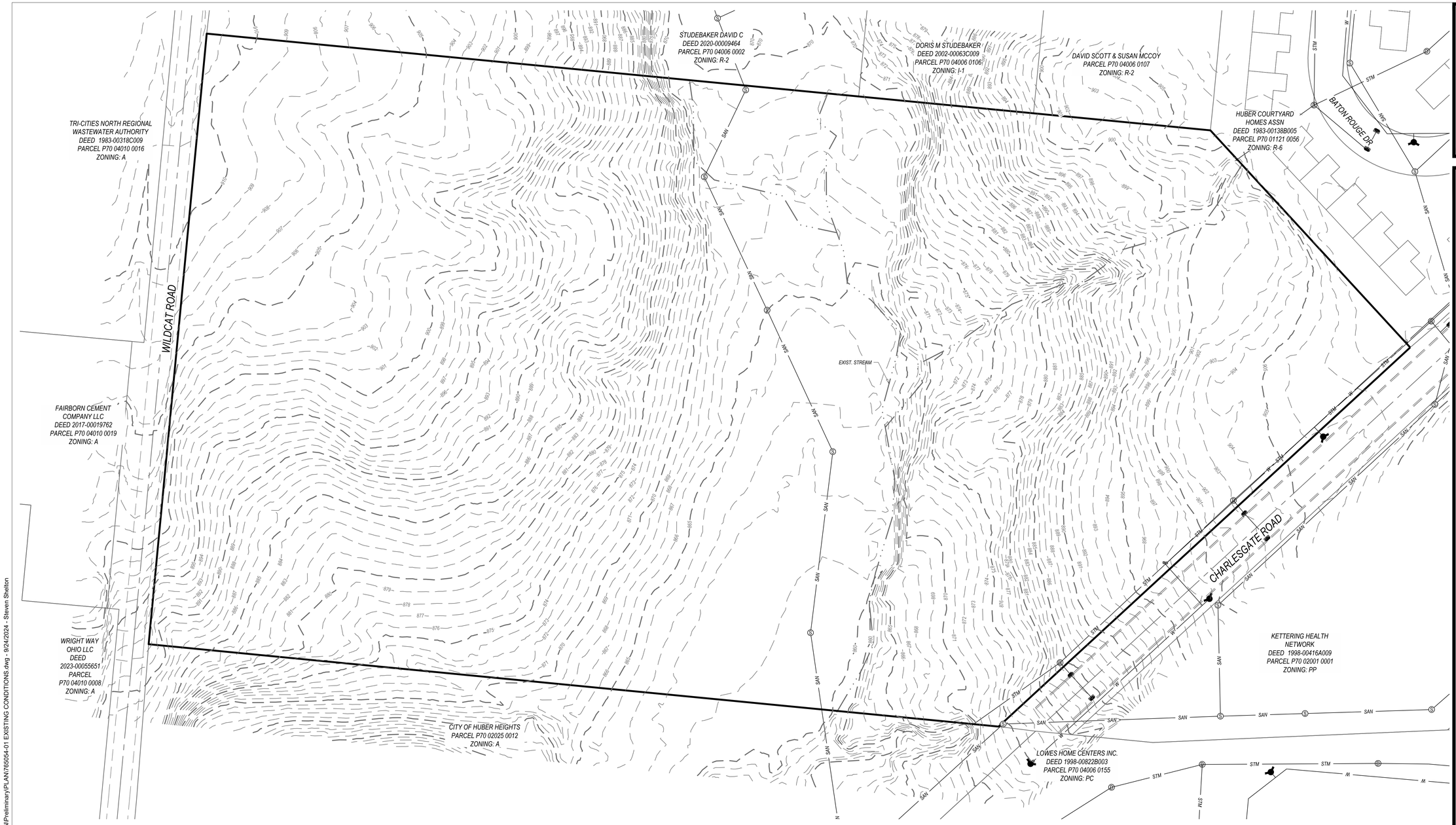
Project Number:	765054-01
Scale:	1"=80'
Drawn By:	RJL
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC PRELIMINARY PLAN

Drawing Title:
TITLE SHEET

C:\Users\cowan\DC\ACCDocs\CESO\Charlesgate Road\Project Files_CESO\03-Civil\PLAN\Preliminary\PLAN\765054-01 TITLE SHEET.dwg - 9/24/2024 - Eli Cowan



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
- CO — EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- 940 — EXISTING INDEX CONTOUR
- 941 — EXISTING INTERMEDIATE CONTOUR
- EXISTING STREAM

N

60 0 60 120

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

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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"=60'
Drawn By:	RJL
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
EXISTING CONDITIONS

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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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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'

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
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- PROPOSED SETBACK
- PROPOSED BASIN
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- * PROPOSED ENTRY MONUMENT

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Drawing Title:
LAYOUT PLAN

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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'

N

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

40 0 40 80

LEGEND

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

N

60 0 60 120

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

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Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
OVERALL UTILITY PLAN

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N

GRAPHIC SCALE (IN FEET)
1 in. = 40 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

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Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
UTILITY PLAN

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LEGEND

- SUBJECT BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING R/W
- EXISTING CENTERLINE
- EXISTING FACE OF CURB
- EXISTING BACK OF CURB
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
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- PROPOSED CURB & GUTTER
- PROPOSED STORM SEWER
- PROPOSED STORM STRUCTURES
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER MAIN
- PROPOSED HYDRANT/VALVE
- FOUNDATION BREAK
- MAJOR CONTOUR PROPOSED
- MINOR CONTOUR PROPOSED
- MAJOR CONTOUR EXISTING
- MINOR CONTOUR EXISTING

N

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

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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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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-CIV\LP\LAN\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

N

80 0 80 160

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

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Drawn By:	LP
Checked By:	JEE
Date:	SEPTEMBER 2024
Issue:	BASIC DEVELOPMENT PLAN

Drawing Title:
POST DEVELOPED SITE

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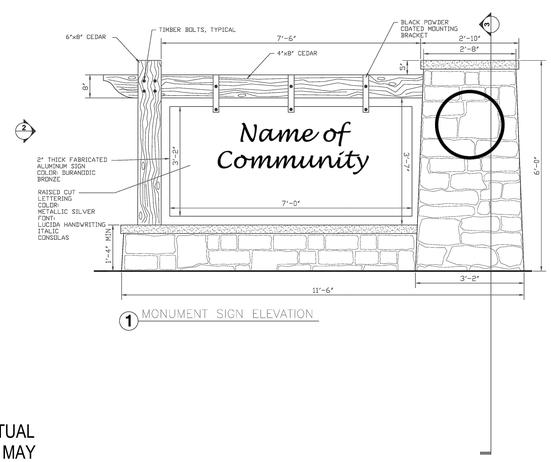
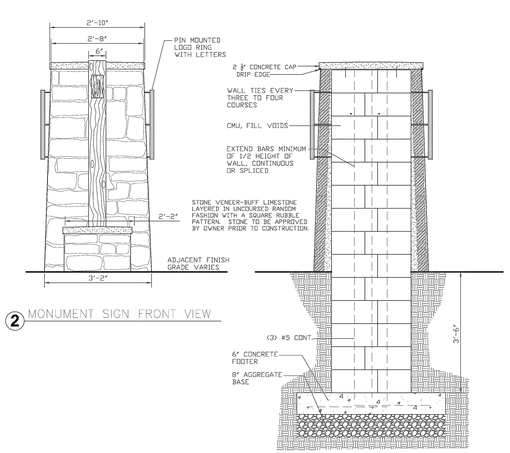


1 MONUMENT SIGN ELEVATION



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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Revisions / Submissions

ID	Description	Date

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

Drawing Title:
ELEVATION PLAN

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0 30 60 120

CESO

This exhibit is conceptual in nature and may change at owner's discretion in order to meet jurisdictional codes, final site engineering requirements and budget based on pricing for the final plan.

GREY FOX CAPITAL

CREEKSIDE TOWNHOMES

CONCEPTUAL LANDSCAPE PLAN

11.21.2024

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.

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-10536 **Topics Of Discussion** **H.**

Council Work Session

Meeting Date: 12/03/2024

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 and 12/03/2024

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 $350,000 and $425,000. The City will provide various incentives to help defray the public infrastructure costs, including CRA exemptions and TIF revenue bonds. The developer requests the City facilitate the sale of up to $13 million in TIF revenue bonds serviced through minimum service payments paid by future home buyers. These bonds do not count against the City's bond cap.

The total land development costs are estimated to be $30,507,000.00. Additionally, the developer will donate approximately 90 acres to the City to construct 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

---

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 <u>Interpretation</u>. 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 <u>Conflicts between this Agreement and Other Construction Documents</u>. 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) <u>Payment of City's Portion of the Cost of the Work from proceeds of Bonds</u>.

(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 <u>Remedies.</u>

(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-10529 **Topics Of Discussion** I.

Council Work Session

Meeting Date: 12/03/2024

Carriage Apartments, LLC - Development Agreement

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/03/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Carriage Apartments, LLC - Development Agreement

Purpose and Background

This resolution authorizes a Development Agreement with Carriage Apartments, LLC to facilitate the construction of a $27,000,000, 240-unit market-rate apartment community at the northwest corner of Carriage Trails Parkway and Brandt Pike. In May, 2024, the developer entered into a purchase agreement to acquire 14.96 acres from the City for $1,039,159.76. As a condition of the Development Agreement, the City will grant a 15-year, 100% real property tax exemption. In exchange, the developer will make annual minimum service payments totaling $1,298,865.00. The total revenue to the City is estimated to be $2,338,024.76.

Fiscal Impact

Source of Funds: Minium Service Payments

Cost: N/A

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

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

Financial Implications:

The annual minimum service payment revenue totals $1,298,865.00 over the 15-year CRA period.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH CARRIAGE APARTMENTS, LLC.

WHEREAS, the City of Huber Heights (the "City") and Carriage Apartments, LLC (the "Developer") intend to enter into a certain D (the "Agreement"); and

WHEREAS, the Agreement provides for the development of approximately 14.96 acres of real property located at the northwest corner of Brandt Pike (State Route 201) and Carriage Trails Parkway, identified as Miami County Parcel Number P48-000412; and

WHEREAS, the Developer proposes to construct approximately 240 units of market-rate multi-family housing (the "Project"); and

WHEREAS, the City and 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

WHEREAS, the City and Developer previously entered into a Purchase and Sale Agreement on May 1, 2024, pursuant to Resolution No. 2024-R-7417, in furtherance 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 Development Agreement between the City and Developer, attached hereto as Exhibit A, providing for the construction of the Project and the associated development incentives, including real property tax exemptions, is hereby approved. The City Manager is authorized to make any changes to the Agreement 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, the Finance Director, the Law Director, the 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

CARRIAGE APARTMENTS LLC

relating to

MARKET-RATE MULTI-FAMILY HOUSING DEVELOPMENT

---

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 **Carriage APARTMENTS LLC**, an Ohio limited liability company (the "*Developer*" and together with the City, the "*Parties*" and each of the Parties individually referred to herein as a "*Party*"), under the circumstances summarized in the following recitals (terms used but not defined in the Recitals shall have the meaning set forth in Section 1.2):

Recitals

Whereas, the Developer has entered into a Real Property Purchase Agreement with the City, dated May 1, 2024, as such purchase agreement may hereafter be reasonably modified, extended or amended (the "*Purchase Agreement*") for the purpose of acquiring approximately 14.96 +/- contiguous acres of real property located within the City (which real property is described on **Exhibit A** attached hereto and is collectively referred to herein as the "*Property*"); and

Whereas, the Developer and City propose to create a market-rate multi-family housing project on the Property, and following acquisition of the Property, the Developer proposes to construct, or cause to be constructed, on the Property, an approximate 240+/- unit apartment development project (the "*Multifamily Project*"), a sample depiction of which appears on **Exhibit B** attached hereto; and

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

WHEREAS, City Council heretofore passed Ordinance No. 2005-O-1589 on August 22, 2005 (the "*TIF Ordinance*"), pursuant to TIF Statutes, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 thereby exempting from taxation any Improvements to the real property subject to the TIF Ordinance (which includes the Property) and requiring the current and future property owners of such real property to make service payments in lieu of taxes (those payments, and any other payments received by the City in connection with the TIF Ordinance under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, are collectively referred to as the "*TIF Payments*"); and

WHEREAS, City Council heretofore adopted Resolution No. 92-R-1139 on September 14, 1992, declaring a certain area within the City to be a Community Reinvestment Area ("CRA #5" which is also referred to as a Pre-1994 CRA), which CRA #5 was modified by Resolution No. 93-R-1319, adopted on September 28, 1993, as amended by Resolution No. 95-R-1653, adopted on June 26, 1995, and Resolution No. 2015-R-6232, adopted on September 28, 2015, and as modified by Resolution No 2022-R-7210, adopted on December 15, 2022 (collectively, the "*CRA Legislation*"); and

WHEREAS, the entire Property is located within CRA #5; and

WHEREAS, pursuant to the CRA Legislation, the City granted tax exemptions within CRA #5 for improvements to real property, as authorized by the CRA Statute, as follows: (i) a ten (10) year, 100% exemption for the remodeling of any dwelling containing not more than two family units upon which the cost of remodeling is at least three thousand dollars ($2,500.00), as described in Section 3735.67 (D)(1) of the Ohio Revised Code, (ii) a twelve (12) year, 100% exemption for every dwelling containing more than 2 units, commercial or industrial properties, upon which the cost of remodeling is at least five thousand dollars ($5,000.00) as described in Section 3735.67(D)(2) of the

Ohio Revised Code, and (iii) a fifteen (15) year, 100% exemption for the construction of every commercial or industrial structure as described in Section 3735.67(D)(4) of the Ohio Revised Code, (collectively, the "*CRA Exemption*"); and

WHEREAS, the CRA Exemption is applicable to a multi-family development on the Property, which the Parties acknowledge would include the construction of the Multifamily Project, including but not limited to its approximate 240+/- unit apartment development contained in multiple dwellings (with each such structure having more than two residential units) and located collectively on one parcel with amenity building(s), and accessory structure(s); and

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

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

WHEREAS, the City, by Resolution No. _____ passed by City Council on _____, 2024 authorized the execution and delivery of this Agreement.

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

(END OF RECITALS)

ARTICLE I

DEFINITIONS

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

Section 1.2 Definitions. As used herein:

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

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

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

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

"*City Council*" means the City Council of the City.

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

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

"*County*" means the County of Miami, Ohio.

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

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

"CRA #5" shall have the meaning set forth in the Recitals.

"CRA Exemption" shall have the meaning set forth in the Recitals.

"CRA Legislation" shall have the meaning set forth in the Recitals.

"*CRA Statute*" means, collectively, Sections 3735.65 through 3735.70 of the Ohio Revised Code, and those sections as each may hereafter be amended from time to time.

"*Declaration*" means the Declaration of Covenants (which shall be substantially in the form attached hereto as **Exhibit C**).

"*Developer*" means Carriage Apartments LLC, an Ohio limited liability company.

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

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

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

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

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

"*Minimum Service Payment*" means each payment required to be made to the City pursuant to Section 6.3(c).

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

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

"*MSP First Payment Year*" means the calendar year immediately following the first calendar year in which any type of certificate of occupancy is issued for the first structure that is a portion of the Multifamily Project, provided that the structure is exempted from real property taxation for that tax year pursuant to the CRA Resolution and in accordance with this Agreement. For example, if the first certificate of occupancy issued is a temporary certificate of occupancy for

the Multifamily Project and that certificate of occupancy is issued in December 2024, the MSP First Payment Year will be calendar year 2025, provided the Multifamily Project is subject to the CRA Exemption for tax year 2025 (property tax payment year 2026).

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

"*Multifamily Project*" means collectively all of the buildings and structures, or any portion thereof, occupied or constructed as apartments or living units within one or more dwellings or multi-unit housing structures, to be occupied by multiple families or occupants, and located on the Property, or a subdivided portion thereof. It shall also include any building constructed as a dedicated amenity or accessory used to support and sustain the operation of an apartment housing community on the Property.

"*Multifamily Project Site*" shall have the meaning set forth in Section 2.3.

"*Notice Address*" means:

as to the City:	City of Huber Heights, Ohio Attention: City Manager 6131 Taylorsville Road Huber Heights, Ohio 45424 Email: jrussell@hhoh.org
With a duplicate to:	Coolidge Wall Co., LPA Attn: Christopher R. Conard 33 W. First Street, Suite 200 Dayton, Ohio 45402 Email: conard@coollaw.com

as to the Developer:	Carriage Apartments LLC Attn: William W. Keethler II, CEO & President 5131 Post Road, Suite 101 Dublin, OH 43017 Email: bkeethler@carriage-trails.com
With a duplicate to:	Kidder Law Firm, LLC Attn: Charles L. Kidder, Esq. 5131 Post Road, Suite 101 Dublin, OH 43017 Email: ckidder@kidderlegal.com

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

"*Parties*" means, collectively, the City and the Developer.

"Purchase Agreement" shall have the meaning set forth in the Recitals.

"*Real Property Tax Exemption Recipient*" shall have the meaning set forth in Section 5.3.

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

"*State*" means the State of Ohio.

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

"*TIF Ordinance*" means Ordinance No. 2005-O-1589 passed by the City Council on August 22, 2005.

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

"*TIF Statute*" means, collectively, Sections 5709.40, 5709.42, 5709.43 and 5709.51 of the Ohio Revised Code, and those sections as each may hereafter be amended from time to time.

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

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

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

(End of Article I)

ARTICLE II

GENERAL AGREEMENT AND TERM

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

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

Section 2.3 Declaration of Covenants.

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

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

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

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

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

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

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

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

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

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

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

(g) Resolution No. _____ 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.

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

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

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

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

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

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

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

(END OF ARTICLE III)

ARTICLE IV

MULTIFAMILY PROJECT

Section 4.1 General. The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, finance and construct, or cause to be designed, financed and constructed, the Multifamily Project and to perform any and all of its duties and obligations relating to the Multifamily Project in a manner consistent with this Agreement, subject to market conditions as they may exist from time to time during the term of this Agreement.

Section 4.2 Multifamily Project. Subject to economic conditions supporting the development of the Multifamily Project and the Developer securing adequate approvals, including, but not limited to, approvals from any jurisdiction to which the Multifamily Project is subject, including any zoning changes or variance, as each are determined by the Developer in its sole and complete discretion, the Parties acknowledge and agree that the Multifamily Project that will be developed, or caused to be developed, by the Developer and is expected to be approved by the City (which approval will not be unreasonably conditioned, delayed or withheld) as follows:

(a) The Developer will construct an approximate 240+/- unit market-rate multi-family housing use on the Multifamily Project Site. The Multifamily Project is targeted for completion and available for occupancy in _____, ____ or as may be reasonably economically feasible to complete at any time before or after that estimated date. The Developer estimates that the Multifamily Project will have a total fair market value of approximately Twenty-Seven Million Three Hundred Fifty Thousand Dollars ($27,350,000.00) upon completion.

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

Section 4.3 Submittal of Plans for Development Project. For the Multifamily Project, the Developer shall prepare and submit a site plan, architectural rendering(s), project zoning and design standards, and related development plans to the City, in such detail as is reasonably necessary for review and approval by appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances.

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

(a) Water. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the water lines, hydrants, valves, and related appurtenances within the Multifamily Project which water lines, hydrants, valves, and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements. The City hereby confirms that it will supply water services to the Multifamily Project under the terms and conditions that it supplies such services to similarly situated customers and that it has, and will have, sufficient capacity to supply such services to the Multifamily Project during the term of this Agreement.

(b) Sanitary Sewer. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the sanitary sewer lines and related appurtenances within the Multifamily Project, which sanitary sewer lines and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements and will be dedicated and an easement granted to the City. The City hereby confirms that it will supply sanitary sewer services to the Multifamily Project under the terms and conditions that it supplies such services to similarly situated customers and that it has, and will have, sufficient capacity to supply such services to the Multifamily Project during the term of this Agreement.

(c) Storm Sewer. Except as otherwise provided herein, at no cost to the City, the Developer shall provide to the City storm sewer drainage easements, as necessary, and will dedicate a storm sewer collection system and related onsite detention and/or retention ponds to the City which will be designated on the detailed development plan(s) and plat(s) to service the Multifamily Project. The exact location and size of such storm sewer drainage easements and on-site ponds shall be determined by (i) the detailed development plan(s) and final plat(s) as approved by the City, consistent with the zoning thereof, as herein provided, (ii) engineering standards and (iii) all other applicable rules and regulations. Except for underground storm sewer pipes, the Developer shall be responsible for all maintenance of the storm sewer management system (including but not limited to easements and ponds) located within the Property and servicing the Multifamily Project.

Each Party covenants and agrees that all roadway, utility and other construction and development work undertaken by that Party (or any third-party upon the direction of that Party)

will be designed and performed in such a manner as not to disrupt or otherwise interfere with any existing storm sewer drainage systems (surface, field tile or other) on or off of the Property.

(d) Roadways.

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

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

(e) Cross Easements for Utility Services. The Parties agree among themselves to grant, without charge, reciprocal cross-easements or easements to public or private utilities, as

appropriate, for construction of utilities described in this Section 4.4, or other public or private utilities to service the Multifamily Project; *provided*, *however*, that all easements shall be within or adjacent to the various proposed public roads or driveway rights-of-way, as set forth on the revised basic development plan for the Multifamily Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Multifamily Project. Easements for surface drainage shall follow established water courses, unless otherwise agreed to by the affected Party. The Developer shall restore any easement areas to a condition which is reasonably satisfactory to the City promptly following any construction work by the Developer. 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 Multifamily Project (except the utility cross easements described in Section 4.4(e)) shall be dedicated (free and clear of any liens, encumbrances and restrictions except as may be permitted in writing by the City) to the City, which agrees to accept such dedication, and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement.

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

Section 4.5 Developer Obligations.

(a) The Developer shall be responsible for developing the Multifamily Project in accordance with the detailed development plans, as may be modified from time to time, and as such plans are approved by the City as hereinbefore provided. Except as otherwise provided in

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

Section 4.6 Permits. Prior to commencing construction of the Multifamily Project, the Developer shall obtain all necessary permits from all levels of government having jurisdiction thereover to allow the Developer to build and develop the Multifamily Project consistent with the detailed development plan(s) for the Multifamily Project. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

Section 4.7 Fees, Charges and Taxes. The Developer shall, as and when customarily payable to the City on projects comparable to the Multifamily Project, pay the then-current standard fees in connection with any construction of the Multifamily Project, which fees shall include, but not be limited to, fees for the provision of water, sanitary sewer and storm sewer services, and which fees, the City agrees, will be determined in a manner consistent and uniform with the manner of fee determination by the City on projects comparable to the

Multifamily Project. The Developer acknowledges and agrees that the City reserves the right to adjust the standard fees described in this Section 4.7 from time to time in a manner consistent and uniform with the manner of fee determination by the City on projects comparable to the Multifamily Project. The Developer shall also ensure that any other standard fees, sales and use taxes, if any, and license and inspection fees necessary for the completion of the Multifamily Project shall be timely paid.

Section 4.8 Provision of City Services. The City agrees to provide to the Multifamily Project all City services usually and customarily provided by the City, including but not limited to, fire and police protection and road maintenance on dedicated and accepted public streets consistent with its City-wide street maintenance program; provided *however*, the City shall not be required to construct and install improvements related to the provision of those services except as may be required as part of a general duty to provide a basic obligation of public service or otherwise provided herein.

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

Section 4.10 Compliance with Laws. In connection with the construction of the Multifamily Project and in performing its obligations under this Agreement, the Developer agrees that it shall comply with, and require all of its employees, agents, contractors and consultants to comply with, all applicable federal, state,

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

Section 4.11 Expeditious Completion of the Multifamily Project. The Parties agree that the expeditious completion of the Multifamily Project will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Multifamily Project in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Multifamily Project; *provided*, *however*, the Developer acknowledges and agrees that the various approvals of the City relating to planning and zoning described in this Article IV shall not be effective until approved by the appropriate body as contemplated hereby. The Parties each agree that the City shall have no responsibility relative to the marketing or sale of the real property or improvements thereto within the Multifamily Project.

Section 4No Other Development Agreements; No Special Assessments represents and warrants that the Property is not subject to or encumbered by that certain Development Agreement dated November 12, 2002, between the City of Huber Heights, Ohio, and the Kendall Group Limited (the "Kendall Group Development Agreement") or any other prior development agreements or similar agreements. For clarity, the Property is, and will remain, free of any special assessments or similar obligations under the Kendall Group Development Agreement and any

other prior development agreements or similar agreements. If it is ever determined that the Property is, or becomes, subject to or encumbered by the Kendall Group Development Agreement or any other prior development agreements or similar agreements or any assessments arising therefrom, the City will take all necessary steps to promptly terminate or release the Property from such encumbrances or assessments.

(End of Article IV)

ARTICLE V

COMMUNITY REINVESTMENT AREA

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

Section 5.2 Community Reinvestment Area #5. The Parties agree that:

(a) In accordance with the CRA Legislation, the City has provided for a CRA Exemption applicable to the Multifamily Project Site, which as set forth in the CRA Legislation, includes a fifteen (15) year, 100% real property tax exemption for the construction of every dwelling, commercial or industrial structure (which, for the avoidance of doubt, includes each structure that comprises a portion of the Multifamily Project) as described in Section 3735.67(D)(4) of the Ohio Revised Code for properties located within CRA #5.

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

(c) The Developer agrees related to the Multifamily Project Site to file with the City one or more CRA real property tax exemption applications. The Parties agree that the CRA Exemption shall commence for each structure that comprises a portion of the Multifamily Project with the tax year identified by the Developer for that structure in the CRA real property tax exemption application, provided that the CRA Exemption for each structure shall commence no

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

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

Section 5.3 Compliance and Remedies Related to the CRA Exemption.

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

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

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

(END OF ARTICLE V)

ARTICLE VI

TAX INCREMENT FINANCING

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

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

Section 6.3 Minimum Service Payment Obligation.

(a) General. The Developer, on behalf of itself and each Owner, acknowledges and agrees that the Multifamily Project Site is also subject to a minimum service payment obligation (the "*Minimum Service Payment Obligation*"), which constitutes a minimum service payment obligation under Ohio Revised Code Section 5709.91. The Minimum Service Payment Obligation shall begin in the MSP First Payment Year and continue through and including the MSP Last Payment Year. Notwithstanding any other provision of this Agreement, the Minimum Service Payment Obligation shall cease after the MSP Last Payment Year.

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

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

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

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

Year	Annual Amount
MSP Payment Year 1	$10,000.00
MSP Payments Years 2-5	$40,000.00
MSP Payment Years 6-10	$87,000.00

MSP Payment Years 11-15 $138,773.00

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

(e) Delinquencies, Administrative Fees and Interest. If a Minimum Service Payment is not received by the City within thirty (30) days after the applicable MSP Invoice Deadline, the City may assess a non-paying Owner with a 10% administrative fee together with interest accruing at an annual rate of 10% on the portion of any Minimum Service Payment that remains unpaid from that Owner. The City may certify delinquent Minimum Service Payments, fees and interest to the County Auditor for collection on real property tax bills. Any late payments of amounts so certified will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. In no event shall the Minimum Service Payment Obligation for the Multifamily Project Site equal less than zero dollars. The Developer, on behalf of itself and the Owners, acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the TIF Payments and the Minimum Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of TIF Payments and Minimum Service Payments applies to the Multifamily Project Site and any improvements thereon.

(f) Failure to Send Invoice. Failure by the City to send an invoice to an Owner for a Minimum Service Payment in accordance with this Section shall not invalidate

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

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

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

The Developer further covenants to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Department of Development on or before March 31 of each year the exemption for the Multifamily Project Site provided by the TIF Ordinance is in effect. Any information supplied to the City will be provided solely for the purpose of enabling the City to comply with this requirement.

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

(END OF ARTICLE VI)

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.3 Remedies.

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

(i) the complaining Party shall notify the other Party in writing of the dispute and/or claimed default, and thereafter the Parties shall undertake good faith

discussions for the purpose of resolving the dispute and/or the issues giving rise to the claimed default.

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

being required to proceed to mediation under this Section, pursue its other remedies hereunder in equity or at law.

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

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

Section 7.4 Other Rights and Remedies; No Waiver by Delay. The Parties each have the further right to institute any actions or proceedings (including, without limitation, actions for specific performance, injunction or other equitable relief) as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; *provided*, that any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement will not operate as a waiver of those rights or to deprive it of or limit those rights in any way; nor will any waiver in fact made by either Party with respect to any specific default or breach by any other Party under this Agreement be considered

or treated as a waiver of the rights of that Party with respect to any other defaults by the other Party or with respect to the particular default or breach except to the extent specifically waived in writing. It is the further intent of this provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise any remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

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

is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

(End of Article VII)

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Assignment. This Agreement may not be assigned without the prior written consent of the nonassigning Party; *provided*, *however*, that the Developer may without the consent of the City assign its rights and responsibilities under this Agreement to any affiliate of Developer; *provided*, *further*, any assignment shall not have an effective date earlier than the date title to the parcel upon which such Multifamily Project is to be constructed is/are transferred to the affiliate as evidenced by the recordation of the deed(s) to said parcel(s).

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

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

Section 8.2 Binding Effect. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council's sole discretion. All rights, remedies, and interests held, created in, or received by Developer in

this Agreement or in any agreement attached to or entered into pursuant to this Agreement, shall, unless the same are specifically and expressly reserved by this Agreement to Developer, be rights, remedies, and interests automatically transferred by Developer to an affiliate of Developer with, and at such time as, the deed to any parcel upon which Multifamily Project is to be constructed is executed and delivered by Developer; *provided*, *however*, that the automatic transfer of such rights, remedies, and interests described in this sentence are herein limited to the rights, remedies, and interests as they relate to and affect the Multifamily Project owned by the Developer.

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

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

Section 8.5 Developer Mortgagee Rights. The City hereby acknowledges that, from time to time during the development of the Multifamily Project, the Developer may obtain financing in connection with the Multifamily Project which will be secured in whole or in part by assignments, pledges or mortgages of the Developer's interests in the Property (each a "*Developer Mortgage*"). In connection therewith, the City agrees to and shall cooperate with the Developer

to provide to the holder of any such Developer Mortgage (each a "*Developer Mortgagee*") such reasonable factual representations and/or consents regarding this Agreement and/or the Developer's rights hereunder as such Developer Mortgagee may request from time to time. By way of example, such reasonable factual representations and/or consents may take the form of: (a) estoppel certificates certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that it is in full force and effect as modified and stating the modifications), that neither the City nor the Developer is in default in the performance of any obligations under this Agreement (or specifying any such default of which the City has knowledge), and certifying as to other facts as reasonably requested by such Developer Mortgagee; and/or (b) consents to the collateral assignment of certain of the Developer's rights under or in respect of this Agreement. Any such requested assurance and/or consent shall be in a form reasonably approved by the City, and the City shall endeavor reasonably to respond to any such request in a prompt and timely manner. The Developer shall pay on behalf of the City any reasonable fees and expenses incurred by the City in connection with any request pursuant to this Section.

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

Section 8.7 Entire Agreement. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and

understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 8.8 Executed Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It is not necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (e.g., PDF or similar format delivered by electronic mail), and such electronic versions shall be deemed to be original versions of this Agreement. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

Section 8.9 Extent of Covenants; Conflict of Interest; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement are effective to the extent authorized and permitted by applicable law. No member, official or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal interest or the interests of any corporation, partnership, association or other entity

in which he is, directly or indirectly, interested. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, manager, 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, manager or employee of the Developer, or its successors or permitted assigns, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

Section 8.10 Governing Law. This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees and the Developer, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio or any appellate court therefrom.

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

or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

Section 8.12 No Third-Party Beneficiary. Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 7.1, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties hereto, as provided herein. With the exception of the Parties and any assignee effected pursuant to Section 7.1, it is not intended that any other person or entity shall have standing to enforce, or the right to seek enforcement by suit or otherwise of any provision of this Agreement whatsoever.

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

by certified mail, in which case the notice will be deemed to have been received when the return receipt is received, signed or refused.

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

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

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

(End of Article vii – Signature Pages to Follow)

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

CITY OF HUBER HEIGHTS, OHIO

By: _____

Printed: John W. Russell III

Title: City Manager

Approved as to Form and Correctness:

By: _____

Printed: Christopher R. Conard

Title: City Attorney

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

On this _____ day of _____, 2024, before me a Notary Public personally appeared John W. Russell III, the authorized representative of the City of Huber Heights, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the City of Huber Heights, Ohio and the voluntary act and deed of the City of Huber Heights, Ohio.

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

_____
Notary Public

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

CARRIAGE APARTMENTS LLC

By: _____

Printed: William W. Keethler II

Title: President

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2024, before me a Notary Public personally appeared William W. Keethler II, the President of Carriage Apartments LLC, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of Carriage Apartments LLC.

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

_____
Notary Public

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2024 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2024

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

EXHIBIT B
DEPICTION OF MULTIFAMILY PROJECT

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

This TAX INCREMENT FINANCING DECLARATION OF COVENANTS (this "*Declaration*") is made by CARRIAGE APARTMENTS LLC an Ohio limited liability company having its address at 5131 Post Road, Suite 101, Dublin, Ohio 43017 the "*Declarant*").

W I T N E S S E T H:

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

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

WHEREAS, the City, by its Ordinance No. 2005-O-1589 (the "*TIF Ordinance*"), has declared that one hundred percent (100%) of the increase in the assessed value of the Parcel subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the "*Improvement*" as further defined in Ohio Revised Code Sections 5709.40, but which term, as specified in the TIF Ordinance, shall not include the increase in assessed value of any CRA Exempted Improvement (as defined therein) located upon the Parcel for so long and to the extent that such CRA Exempted Improvement is exempt from real property taxation pursuant to the CRA Statute (as defined therein) and the Agreement (defined below) is a public purpose and is exempt from taxation (such exemption referred to herein as the "*TIF Exemption*") for a period as set forth in the TIF Ordinance, commencing on the effective date and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42, 5709.43 and 5709.51 (collectively, the "*TIF Statute*") and the TIF Ordinance; and

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

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

WHEREAS, the Declarant and the City entered into a Development Agreement dated as of _____, 2024 (the "*Agreement*"), a copy of which may be obtained from the office of the City Manager of the City at 6131 Taylorsville Road, Huber Heights, Ohio 45424; and

WHEREAS, the Agreement creates an obligation on the owners of the Parcel containing the Multifamily Project (the "*Multifamily Project Site*", as defined in the Agreement) to make certain minimum service payments with respect to the Parcel (the "*Minimum Service Payments*"); and

WHEREAS, this Declaration is being made and filed of record with respect to the Parcel comprising the Multifamily Project Site pursuant to Section 2.3 of that Agreement.

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

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

Section 2. Provision of Real Property Tax Exemptions Pursuant to CRA Legislation. The Owners agree that the City shall not be required to provide any real property tax exemption with respect to the Parcel under the CRA Legislation until the conditions set forth in Article V of the Agreement are satisfied and for as long as the conditions set forth in Article V of the Agreement are satisfied. The TIF Exemption and the obligation to make TIF Payments are subject and subordinate to any real property tax exemptions granted pursuant to the CRA Legislation.

Section 3. TIF Payments. Each Owner will make the TIF Payments attributable to its period of ownership of the Parcel, all pursuant to and in accordance with the requirements of the TIF Statute, the TIF Ordinance and any subsequent amendments or supplements thereto. TIF Payments will be made semiannually to the County Treasurer of Miami County, Ohio (or to such Treasurer's designated agent for collection of the TIF Payments) on or before the due dates for payment of real property taxes for the Parcel, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. TIF Payments will be made in accordance with the requirements of the TIF Statute and the TIF Ordinance and, for the Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to the Parcel (after credit for any other payments received by the City under Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, or any successor provisions thereto, as the same may be amended from time to time, with such payments referred to herein as the "*Property Tax Rollback Payments*") if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. (For avoidance of doubt, the Owner will not be required to make TIF Payments with respect to any increase in assessed value that is exempt from real property taxation pursuant to CRA Legislation because the TIF Exemption is subordinate to the CRA Exemption.) No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and TIF Payments with respect to any portion of the Improvement, whether pursuant to Section 5709.42 of the Ohio Revised Code or the Agreement; *provided*, *however*, this shall not preclude payment of any sum otherwise required to be paid under the Agreement.

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

Section 4. Minimum Service Payments. In addition to the obligation to make TIF Payments, the Owner of the Parcel agrees to a minimum service payment obligation (the "*Minimum Service Payment Obligation*") for the Parcel owned by such Owner, pursuant to and in accordance with the Agreement. The Owner of the Parcel agrees that the Minimum Service Payment Obligation is intended to constitute a minimum service payment obligation under Ohio Revised Code Section 5709.91 and shall be supported by a first lien on the Parcel pursuant to Ohio Revised Code Sections 5709.91 and 323.11. The total Minimum Service Payment Obligation due for the Parcel for any calendar year will be equal to the amount set forth in the Agreement; *provided* that the Minimum Service Payment Obligation shall not equal less than zero dollars. The Minimum Service Payment Obligation for the Parcel shall be effective for the term as set forth in the Agreement.

Section 5. Preservation of Exemption. Notwithstanding anything to the contrary set forth in the Agreement, neither City nor any Owner, nor their respective successors, assigns or transferees, shall take any action that may endanger or compromise the status of or cause the revocation of the TIF Exemption.

Section 6. Failure to Make Payments. Should any Owner of the Parcel fail to make any payment required hereunder, such Owner shall pay, in addition to the payments it is required to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of the Agreement and this Declaration against that Owner.

Section 7. Provision of Information. The Owner agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually the compliance of the Owner with the terms of this Declaration during the term of the TIF Exemption for the Parcel.

The Owner further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Sections 5709.40(I), as applicable, to the Director of the Ohio Development Services Agency on or before March 31 of each year following any year in which the TIF Exemption for the applicable Parcel remains in effect.

Section 8. Nondiscriminatory Hiring Policy. The Owners agree to comply with the City's policies adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in its operations. In furtherance of that policy, the Owner agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 9. Covenants to Run With the Land. The Owner agrees that each of the covenants contained in this Declaration are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be

binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against the Parcel, as applicable, any improvements thereon and the owner of the Parcel, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The City has the right in the event of any breach of any covenant herein contained to exercise all of the rights and remedies as set forth in Section 7.3 of the Agreement.

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

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

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

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and effective as of _____, 2024.

CARRIAGE APARTMENTS LLC

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2024, before me a Notary Public personally appeared_____, the _____of Carriage Apartments LLC, an Ohio limited

liability company, and acknowledged the execution of the foregoing instrument, and that the sameis his voluntary act and deed on behalf of Carriage Apartments LLC.

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

_____

Notary Public

(Exhibit C Continued)

Attachment A-1

DESCRIPTION OF PARCEL SUBJECT TO DECLARATION

(Exhibit C Continued)

Attachment A-2

DEPICTION OF PARCEL SUBJECT TO DECLARATION

Attachment A-3

DESCRIPTION OF MULTIFAMILY PARCEL
(SUBJECT TO MINIMUM SERVICE PAYMENTS)

AI-10534 **Topics Of Discussion** J.

Council Work Session

Meeting Date: 12/03/2024

City Christmas Tree

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/03/2024

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

Motion/Ordinance/ Resolution No.: N/A

Agenda Item Description or Legislation Title

City Christmas Tree

Purpose and Background

This agenda item was requested by Councilmember Mark Campbell to discuss options and recommendations from City Staff for a City Christmas Tree and tree lighting celebration for 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

No file(s) attached.

AI-10532 **Topics Of Discussion** **K.**

Council Work Session

Meeting Date: 12/03/2024

Arts And Beautification Commission Appointment - S. Chapman

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 12/03/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Board And Commission Appointments

* Arts And Beautification Commission - Appointment

Purpose and Background

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

Fiscal Impact

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

Attachments

Application - S. Chapman

Received - Clerk Of Council
NOV 12 '24 PM 2:24

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Application For City Boards And Commissions

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

PLEASE COMPLETE ALL SECTIONS AND EACH QUESTION COMPLETELY AND ACCURATELY

BOARD OR COMMISSION APPLIED FOR:	DATE APPLIED:
Arts and Beautification Commission	11/6/2024

Last Name	First Name	Middle Name
Sarah	Chapman	Jo

Address	City	State	Zip Code
3043 Snowdrop Ct	Tipp City	Ohio	45371

Phone Number 513-315-5842 Email Address sarahjochapman@gmail.com

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	New Miami High School	Grad with Honors
COLLEGE	Wright State University	Unfinished - entered tech startup
GRADUATE SCHOOL		
OTHER (SPECIFY)		

COMMUNITY INVOLVEMENT

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

ORGANIZATION	DATES OF SERVICE
Culture Works Dayton, Current Vice Chair	May 2020 - Present
SCA International - Social Media & Comms	2016 - present

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
Marriott International	Director, Digital Compliance	Aug. 2024 - Present
CareSource	Sr. Director Digital, Media and PR	Mar 2019 - Aug 2024
Procter & Gamble	Social Media and Comms Mgr	

STATEMENT OF INTEREST

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

I moved to Huber Heights as the pandemic was waning and found an incredible community I admin a large community Facebook group for Carriage Trails and as both a resident and local volunteer I'm in-touch with the emotional temperature of the community. As such I believe I would be ideal to serve. I chose the arts opening because that aligns with my personal passions, I believe the arts support and transform communities. Strong arts and beautiful communities increase school performace, enhance and retain property value and create opportunities to build more cohesive communities.

Additionally and most transparently I am considering running for local office in the future. Before I do that, I want to ensure I am serving the community and in touch with what is truly necessary. Hence my application.

REQUIREMENTS AND APPLICANT STATEMENT

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

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

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

Are you a registered voter? ☑ **Yes** ☐ **No**

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

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

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

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

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

Sarah Jo Chapman

Signature

11/6/2024

Date

For Administrative Use:
Applicant Interview Date/Time: Tuesday, November 26, 2024 1:00pm
Application Status:

AI-10533 **Topics Of Discussion**

Council Work Session

Meeting Date: 12/03/2024

Military And Veterans Commission Appointment - G. McDonald

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 12/03/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

* Military And Veterans Commission - Appointment

Purpose and Background

The City Council interview panel recommends the appointment of Gregory McDonald to the Military and Veterans Commission for a term ending December 31, 2027. A background check on Mr. McDonald has been processed through Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Application - G. McDonald

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Application For City Boards And Commissions

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

PLEASE COMPLETE ALL SECTIONS AND EACH QUESTION COMPLETELY AND ACCURATELY

BOARD OR COMMISSION APPLIED FOR:	DATE APPLIED:
Military and Veterans Commission	8 Nov 2024

Last Name	First Name	Middle Name
McDonald	Gregory	Alan

Address	City	State	Zip Code
5406 Pitcairn Rd	huber Heights	OH	45424

Phone Number 937.389.5851 Email Address gregamcdonald@gmail.com

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	Springfield South High	High School Diploma
COLLEGE	CCAF	AA Medical Technology
GRADUATE SCHOOL		
OTHER (SPECIFY)		

COMMUNITY INVOLVEMENT

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

ORGANIZATION	DATES OF SERVICE
AM Vets	2021 to present
VFW	2019 to present
Amer Legion	1994 to present

Received - Clerk Of Council
NOV 8 '24 PM12:31

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
USAF	Laboratory Technician	1982 to 2002
USAF Civil Service	Laboratory Technician	2002 to present

STATEMENT OF INTEREST

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

REQUIREMENTS AND APPLICANT STATEMENT

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

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

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

Are you a registered voter? ☑ **Yes** ☐ **No**

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

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

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

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

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

Greg McDonald
Signature

8 Nov 2024
Date

For Administrative Use:
Applicant Interview Date/Time: Tuesday, November 26, 2024 1:30 pm
Application Status: _____

Statement of Interest

I am writing to express my keen interest in serving on the Military and Veterans Commission Board. As a veteran, I am deeply committed to supporting our nation's heroes and their families.

I am a proud veteran of the USAF with 20 years of service. In this culture I have firsthand experience with the challenges faced by military families. I belong to and volunteer for the following Huber Heights Veterans' organizations:

- VFW
- AM Vets
- American Legion Post 200

I believe my relevant skills and experience, in leadership, problem-solving, communication, and healthcare would be valuable assets to the commission. I am particularly enthusiastic about mental health issues, veteran homelessness, employment, and education. I am eager to contribute my time and energy to address these challenges and improve the lives of our veterans.

I am proud to contribute to the commission's efforts to:

- **Advocate for veterans' needs:** I will work tirelessly to ensure that veterans receive the support and resources they deserve.
- **Promote veteran employment:** I will help connect veterans with job opportunities and provide resources to help them succeed in the workforce.
- **Support veteran mental health:** I will advocate for mental health services and programs to help veterans cope with the challenges of transitioning to civilian life.
- **Strengthen community partnerships:** I will foster strong relationships with local organizations and businesses to create a supportive community for veterans.
- **Community Outreach:** Building strong relationships with veterans' organizations and community partners to identify and address the unique needs of our veterans.
- **Resource Coordination:** Collaborating with local, state, and federal agencies to ensure that veterans have access to the resources they need to thrive.
- **Public Awareness:** Educating the public about the challenges faced by veterans and the importance of supporting their transition to civilian life.

I am dedicated to working collaboratively with board members and community stakeholders to develop and implement effective strategies that will benefit our veterans. I am confident that my dedication, skills, and passion will make a positive impact on the commission's mission.

Thank you for considering my application. I look forward to the opportunity to serve.

Sincerely,

Greg McDonald

AI-10535 **Topics Of Discussion** L.

Council Work Session

Meeting Date: 12/03/2024

First Suburbs Consortium - Bylaws Revisions

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 12/03/2024

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

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

First Suburbs Consortium - Bylaws Revisions

Purpose and Background

The First Suburbs Consortium of Dayton, Ohio Council of Governments (COG) Governing Board unanimously approved several changes to the COG's Bylaws on October 23, 2024. These COG Bylaws revisions are the first COG Bylaws changes since 2017. In accordance with Section XIII of the 2017 COG Bylaws, each member community must also approve the new COG Bylaws.

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

Bylaws Revisions - Redlined

Resolution

Exhibit A

First Markup of First Suburbs Consortium Bylaws Revisions.
Deletions in Blue, Additions in Red - 9/16/2024

BYLAWS
OF
THE FIRST SUBURBS CONSORTIUM OF DAYTON OHIO
COUNCIL OF GOVERNMENTS

Revised March 22, 2017 (Effective July 17, 2017 with all Member Communities approving)

The mission of the FSC is to initiate and promote public policies and practices that maintain the vitality of our communities, protect and redevelop mature communities, and foster regional cooperation. The Consortium advocates:

- Public policies that do not create disposable communities.
- Balanced investments in new and existing infrastructure.
- Maintenance and enhancement of the tax base.
- Creation of redevelopment opportunities.

The mission of the FSC is to monitor and share information about public policies and practices that impact the quality and vitality of our mature communities, protecting and redeveloping them, and fostering regional cooperation among our communities and other political jurisdictions and agencies within the Miami Valley. We will dedicate efforts towards educating our members on FSC topics of interest and on building camaraderie. When and where deemed appropriate, the FSC will initiate and promote local, regional and/or statewide policy changes in furtherance of the FSC mission and purpose. The FSC focuses primary attention on:

- Public policies that create and promote sustainable communities.
- Balanced investments in new and existing infrastructure.
- Maintenance and enhancement of the tax base.
- Creation of redevelopment opportunities.

BYLAWS
OF
THE FIRST SUBURBS CONSORTIUM OF DAYTON OHIO
COUNCIL OF GOVERMENTS

In accordance with the Agreement for Establishment of the First Suburbs Consortium of Dayton Ohio ("the Agreement") these Bylaws are hereby adopted to govern the activities and procedures of the First Suburbs Consortium of Dayton Ohio Council of Governments ("the FSC").

I. PURPOSE. The purpose of the FSC shall be to provide organizational status to cooperative efforts between the member-governmental jurisdictions of the FSC in matters of mutual concern to first suburbs, including but not limited to initiation and support of policies and practices which protect, maintain and redevelop mature communities and other matters which affect health, safety, welfare, education, economic conditions and regional development.

I. PURPOSE. The purpose of the FSC shall be to provide organizational status to cooperative efforts between the member-governmental jurisdictions of the FSC in matters of mutual concern to first suburbs to protect, maintain and redevelop mature communities and other matters which affect health, safety, welfare, education, economic conditions and regional development.

II. REPRESENTATION; GOVERNING BOARD. The FSC shall consist of its member-governmental jurisdictions; and each such member shall be represented on the Governing Board of the FSC by two (2) representatives ("Representative" or "Representatives") designated by such member. Each such member shall also designate an alternate Representative who shall serve on the Governing Board in the absence of the Representative. Representatives and alternate Representatives shall be elected officials or the Chief Executive Officer of the member-governmental jurisdiction. Meetings of the FSC Governing Board can be conducted without a quorum present; provided however, that voted approvals shall not be conducted unless a quorum is present. A quorum shall consist of a majority of the Representatives, each of whom shall be entitled to one vote. A quorum shall consist of either at least fifty percent of the Representatives, each of whom shall be entitled to one vote or at least two-thirds of the Member Communities. Except as provided for elsewhere in these By-Laws, action may be taken by the affirmative vote of a majority of Representatives. No proxy voting will be allowed.

III. OFFICERS AND ANNUAL ELECTIONS. Each calendar year, or as required by circumstances, the Governing Board shall meet and from its membership elect ("Annual Elections") as officers a Chair, Vice Chair, Secretary and Treasurer, respectively, who shall serve until such officers are next elected. The Chair - - and in the absence of the Chair, the Vice Chair - - shall preside at all meetings of the FSC, exercise those other powers and duties usually exercised by the chief executive officers of similar organizations, and between meetings of the FSC may act for the FSC in a manner consistent with the directions of the FSC and with the requirements imposed by the Agreement, these Bylaws and the laws of the State of Ohio. The Secretary shall perform those duties normally associated with such office including, but not be limited to maintaining records of the FSC and keeping minutes of all meetings. The Treasurer shall perform those duties normally associated with such office, including the responsibilities of Fiscal Officer for the FSC. Officers shall serve without compensation. Any officer may be removed at any time upon a vote of the

majority of the Representatives. No officer shall be removed without due notice and a reasonable opportunity for hearing.

IV. EXECUTIVE COMMITTEE. The Executive Committee shall consist of the Chair, Vice Chair, Secretary, Treasurer and one (1) other Governing Board member who shall be elected as an Executive Committee member at the Annual Elections. The Immediate Past Chair shall also be an ex officio member of the Committee. Excluding the Immediate Past Chair, no two (2) or more other persons who reside in or hold elected public office in the same FSC Member Community shall serve contemporaneously on the Executive Committee. The Executive Committee shall consider and may recommend immediate action on matters which would not obligate the FSC financially, if a majority of the Executive Committee members believe that immediate action is necessary and that it is not practicable to convene an FSC meeting immediately to consider approval of the action. Without limitation of the foregoing, the Executive Committee will use all reasonable efforts to communicate with, and receive advice from, the other FSC Representatives regarding any proposed, recommended action which the Executive Committee believes may be deemed objectionable by the FSC Representatives. Upon authorization by the Executive Committee, the Chair - - or in the absence of the Chair, the Vice Chair - - may undertake the recommended action. Any such recommended action undertaken shall be reported to the FSC Representatives both as soon as is practicable and at the next FSC meeting. Any such recommended action shall remain in effect until (i) the recommendation is revoked by a majority of the Executive Committee or (ii) it is disapproved by the FSC in a meeting at which a quorum is present.

V. MEETINGS. The FSC shall meet, at a minimum, on an annual basis. Meetings of the Governing Board shall be scheduled and held as determined by the Chair or when requested in writing by the Representatives of one-third or more of the Member Communities. Public notification thereof and the ability of FSC to meet in executive session shall be governed by Ohio Revised Code, Section 121.22.

VI. POWERS AND DUTIES. Except as otherwise provided in these Bylaws, the FSC shall have the following powers and duties:

A. Financial. To prepare an annual budget and an equitable plan for the assessment of membership dues; to receive, expend and disburse funds; to execute reports and tax returns as may be necessary; and to serve as the financial control body.

B. Staff and Staff Salary. To utilize volunteer or paid staff including as needed an Executive Director and establish a salary for staff members, if any.

C. Approvals. To approve statements of policy, studies and plans and to provide for the implementation thereof.

D. Assistance. To apply for and accept loans, grants and contributions on behalf of the FSC and any other assistance in the form of money, property, labor and supplies from public and private sources, including charitable foundations, assistance agencies, the State of Ohio and instrumentalities of the United States; and to expend and disburse such grants, gifts, contributions and loans and other assistance for any approved purpose.

E. Contracts. To contract or enter into agreements with any person, any federal, State or local agency and any subdivision thereof, and any public or private organization; to carry out the purposes of the FSC, as specified in these Bylaws or for which assistance is accepted, including contracts for grants, loans, contributions and any other assistance available from agencies of the State of Ohio and instrumentalities of the United States; and to stipulate, in contracts let in connection with any project for which assistance is received, that the contractor and any subcontractor comply with requirements such as minimum wages, laws against discrimination and other lawful obligations which may be required as conditions to receipt of financial aid granted to the project.

F. Contributions. Generally, the FSC shall not use Membership Fees or other resources to make contributions to other organizations or causes.

G. Other responsibilities. To carry out such other responsibilities as may be imposed on the FSC by its membership or the laws of the State of Ohio.

VII. FINANCE.

A. Fiscal Officer. Financial responsibility for the FSC shall rest on the Treasurer for the FSC, who shall be elected by the FSC.

B. Fiscal year. The fiscal year of the FSC shall commence on January 1 and shall be a calendar year.

C. Approval of Budget. The Budget shall be presented by the Treasurer to the Executive Committee at least once per year and shall be subject to approval of the members voting at a regular meeting. The Budget shall be provided to each member-governmental jurisdiction at least ten (10) days prior to the meeting.

D. Annual Fiscal Review. As soon as practical, each year there shall be an review of the prior year's financial records, either by the Fiscal Department of a Member community or by a committee consisting of three Representatives to the Consortium. Neither the Financial Department nor the Representatives shall be from the same Member community as the Treasurer(s) who served during the year being reviewed. The results of the review shall be communicated to the Membership no later than at the first meeting after the review is completed. This Section is only applicable if Audits are not being conducted by the State of Ohio on a periodic basis.

VIII. PARLIAMENTARY AUTHORITY. Roberts Rules of Order, Revised, shall govern all parliamentary procedures of the FSC in all cases to which they may be applicable, except to the extent that they are inconsistent with the Bylaws or the special rules of order of this organization.

IX. ADMISSION TO MEMBERSHIP. Member Communities may be admitted to membership as follows:

A. Request. The applicant-governmental jurisdiction ("the Applicant") may request membership of the Applicant in the FSC; the Applicant shall be advised that, upon approval of such request, the Applicant will comply fully with the requirements and obligations imposed pursuant to the Agreement and Bylaws, as amended from time to time.

B. Approval. Any FSC approval of the Applicant's request shall be given in the manner provided in Article II of these Bylaws; thereupon, the FSC and Applicant will take such further actions and execute such documents as necessary to confirm and effectuate the Applicant's membership in the FSC and compliance with the obligations thereof. Approval of the Applicant's request shall, include, but not be limited to, how the Applicant exhibits First Suburb characteristics and has declared a willingness to support the purposes of the FSC.

X. WITHDRAWAL FROM MEMBERSHIP. Any Member Community may withdraw from the FSC upon thirty days advance notice and payment of all dues and other financial obligations that may be payable as of the date of withdrawal.

XI. ASSOCIATE ENTITIES.

A. Request. The applicant ("AE Applicant") may request in writing consideration to become an Associate Entity of the FSC. Associate Entities are limited to organizations, regional agencies, quasi governmental organizations and others who have an interest in and support the objectives of the FSC. The request to become an Associate Entity shall include information regarding the AE Applicant's specific interest in the FSC. Upon approval of the request, the Associate Entity shall promptly pay an annual Associate Entity Fee as set by the FSC. Associate Entities have no vote but may participate fully in discussions at FSC meetings and other events.

B. Approval. Any FSC approval of the AE Applicant's request shall be given in the manner provided in Article II of these Bylaws. Approval of the AE Applicant's request shall, include, but not be limited to, how the AE Applicant exhibits interest in FSC objectives and has indicated a willingness to support the purposes of the FSC.

XII. CONDITION TO OBLIGATIONS. A Member Community shall be obliged to pay the financial obligations incurred under section VII, Finance, in these by-laws; but any other obligations which may require the legislative approval by a Member Community shall not be binding on such member, unless approved through appropriate legislation.

XIII. AMENDMENTS. These Bylaws may be amended by affirmative vote of at least sixty (60) percent of the Representatives voting at any regular meeting or special meeting called for such purpose, so long as a quorum is present and copies of such proposed amendments have been given, as provided in these Bylaws, to each Representative not less than thirty (30) days prior to such meeting. Such amendments shall become effective subject to approval by Member Communities, consistent with Article XII of these Bylaws.

XIV. NOTICES. Any notice required or permitted by these Bylaws or the law to be given shall be in writing and sent by ordinary mail, facsimile transmittal or E-mail to the address or transmittal number previously provided to the sender by the person or entity intended to receive the notice.

XV. SEVERABILITY. In the event that any part or portion of these Bylaws shall be found to be contrary to law and thereby held to be null and void, all other provisions of these Bylaws shall remain in full force and effect, and otherwise shall not be affected thereby.

Approved and Adopted: June 29, 2005
Revised: March 22, 2017 (Effective July 17, 2017 with all Member Communities approving)

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2024-R-

APPROVING REVISIONS TO THE BYLAWS OF THE FIRST SUBURBS CONSORTIUM OF DAYTON, OHIO COUNCIL OF GOVERNMENTS.

WHEREAS, the consortium known as the First Suburbs Consortium of Dayton, Ohio Council Of Governments (COG) was formed in 2005 pursuant to Ohio Revised Code Chapter 167; and

WHEREAS, the First Suburbs Consortium of Dayton, Ohio Council of Governments' current Bylaws became effective on July 17, 2017; and

WHEREAS, the First Suburbs Consortium of Dayon, Ohio Council of Governments approved revisions to its current Bylaws on October 23, 2024; and

WHEREAS, the July 17, 2017 Bylaws of the First Suburbs Consortium of Dayon, Ohio Council of Governments require that the newly revised Bylaws be approved by the Member Communities (Section XIII - July 17, 2017 Bylaws); and

WHEREAS, it is the desire of the City of Huber Heights to approve the proposed revisions to the Bylaws of the First Suburbs Consortium of Dayon, Ohio Council of Governments.

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

Section 1. The proposed revisions to the Bylaws of the First Suburbs Consortium of Dayton, Ohio Council of Governments attached hereto as Exhibit A and made a part of this Resolution are hereby approved.

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
REVISED BYLAWS
OF
THE FIRST SUBURBS CONSORTIUM OF DAYTON OHIO COUNCIL OF GOVERNMENTS

Revised March 22, 2017 (Effective July 17, 2017 with all Member Communities approving)
Revised October 23, 2024 - Waiting on Member Community Approvals

The mission of the FSC is to monitor and share information about public policies and practices that impact the quality and vitality of our mature communities, protecting and redeveloping them, and fostering regional cooperation among our communities and other political jurisdictions and agencies within the Miami Valley. We will dedicate efforts towards educating our members on FSC topics of interest and on building camaraderie. When and where deemed appropriate, the FSC will initiate and promote local, regional and/or statewide policy changes in furtherance of the FSC mission and purpose. The FSC focuses primary attention on:

- Public policies that create and promote sustainable communities.
- Balanced investments in new and existing infrastructure.
- Maintenance and enhancement of the tax base.
- Creation of redevelopment opportunities.

BYLAWS
OF
THE FIRST SUBURBS CONSORTIUM OF DAYTON OHIO
COUNCIL OF GOVERMENTS

In accordance with the Agreement for Establishment of the First Suburbs Consortium of Dayton Ohio ("the Agreement") these Bylaws are hereby adopted to govern the activities and procedures of the First Suburbs Consortium of Dayton Ohio Council of Governments ("the FSC").

I. PURPOSE. The purpose of the FSC shall be to provide organizational status to cooperative efforts between the member-governmental jurisdictions of the FSC in matters of mutual concern to first suburbs to protect, maintain and redevelop mature communities and other matters which affect health, safety, welfare, education, economic conditions and regional development.

II. REPRESENTATION; GOVERNING BOARD. The FSC shall consist of its member-governmental jurisdictions; and each such member shall be represented on the Governing Board of the FSC by two (2) representatives ("Representative" or "Representatives") designated by such member. Each such member shall also designate an alternate Representative who shall serve on the Governing Board in the absence of the Representative. Representatives and alternate Representatives shall be elected officials or the Chief Executive Officer of the member-governmental jurisdiction. Meetings of the FSC Governing Board can be conducted without a quorum present; provided however, that voted approvals shall not be conducted unless a quorum is present. A quorum shall consist of either at least fifty percent of the Representatives, each of whom shall be entitled to one vote or at least two-thirds of the Member Communities. Except as provided for elsewhere in these By-Laws, action may be taken by the affirmative vote of a majority of Representatives. No proxy voting will be allowed.

III. OFFICERS AND ANNUAL ELECTIONS. Each calendar year, or as required by circumstances, the Governing Board shall meet and from its membership elect ("Annual Elections") as officers a Chair, Vice Chair, Secretary and Treasurer, respectively, who shall serve until such officers are next elected. The Chair - - and in the absence of the Chair, the Vice Chair - - shall preside at all meetings of the FSC, exercise those other powers and duties usually exercised by the chief executive officers of similar organizations, and between meetings of the FSC may act for the FSC in a manner consistent with the directions of the FSC and with the requirements imposed by the Agreement, these Bylaws and the laws of the State of Ohio. The Secretary shall perform those duties normally associated with such office including, but not be limited to maintaining records of the FSC and keeping minutes of all meetings. The Treasurer shall perform those duties normally associated with such office, including the responsibilities of Fiscal Officer for the FSC. Officers shall serve without compensation. Any officer may be removed at any time upon a vote of the majority of the Representatives. No officer shall be removed without due notice and a reasonable opportunity for hearing.

IV. EXECUTIVE COMMITTEE. The Executive Committee shall consist of the Chair, Vice Chair, Secretary, Treasurer and one (1) other Governing Board member who shall be elected as an Executive Committee member at the Annual Elections. The Immediate Past Chair shall also be an ex officio member of the Committee. Excluding the Immediate Past Chair, no two (2) or more other

persons who reside in or hold elected public office in the same FSC Member Community shall serve contemporaneously on the Executive Committee. The Executive Committee shall consider and may recommend immediate action on matters which would not obligate the FSC financially, if a majority of the Executive Committee members believe that immediate action is necessary and that it is not practicable to convene an FSC meeting immediately to consider approval of the action. Without limitation of the foregoing, the Executive Committee will use all reasonable efforts to communicate with, and receive advice from, the other FSC Representatives regarding any proposed, recommended action which the Executive Committee believes may be deemed objectionable by the FSC Representatives. Upon authorization by the Executive Committee, the Chair - - or in the absence of the Chair, the Vice Chair - - may undertake the recommended action. Any such recommended action undertaken shall be reported to the FSC Representatives both as soon as is practicable and at the next FSC meeting. Any such recommended action shall remain in effect until (i) the recommendation is revoked by a majority of the Executive Committee or (ii) it is disapproved by the FSC in a meeting at which a quorum is present.

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B. Staff and Staff Salary. To utilize volunteer or paid staff including as needed an Executive Director and establish a salary for staff members, if any.

C. Approvals. To approve statements of policy, studies and plans and to provide for the implementation thereof.

D. Assistance. To apply for and accept loans, grants and contributions on behalf of the FSC and any other assistance in the form of money, property, labor and supplies from public and private sources, including charitable foundations, assistance agencies, the State of Ohio and instrumentalities of the United States; and to expend and disburse such grants, gifts, contributions and loans and other assistance for any approved purpose.

E. Contracts. To contract or enter into agreements with any person, any federal, State or local agency and any subdivision thereof, and any public or private organization; to carry out the purposes of the FSC, as specified in these Bylaws or for which assistance is accepted, including contracts for grants, loans, contributions and any other assistance available from agencies of the State of Ohio and instrumentalities of the United States; and to stipulate, in contracts let in connection with any project for which assistance is received, that the contractor and any subcontractor comply with requirements such as minimum wages, laws against discrimination and

other lawful obligations which may be required as conditions to receipt of financial aid granted to the project.

F. Contributions. Generally, the FSC shall not use Membership Fees or other resources to make contributions to other organizations or causes.

G. Other responsibilities. To carry out such other responsibilities as may be imposed on the FSC by its membership or the laws of the State of Ohio.

VII. FINANCE.

A. Fiscal Officer. Financial responsibility for the FSC shall rest on the Treasurer for the FSC, who shall be elected by the FSC.

B. Fiscal year. The fiscal year of the FSC shall commence on January 1 and shall be a calendar year.

C. Approval of Budget. The Budget shall be presented by the Treasurer to the Executive Committee at least once per year and shall be subject to approval of the members voting at a regular meeting. The Budget shall be provided to each member-governmental jurisdiction at least ten (10) days prior to the meeting.

D. Annual Fiscal Review. As soon as practical, each year there shall be an review of the prior year's financial records, either by the Fiscal Department of a Member community or by a committee consisting of three Representatives to the Consortium. Neither the Financial Department nor the Representatives shall be from the same Member community as the Treasurer(s) who served during the year being reviewed. The results of the review shall be communicated to the Membership no later than at the first meeting after the review is completed. This Section is only applicable if Audits are not being conducted by the State of Ohio on a periodic basis.

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B. Approval. Any FSC approval of the Applicant's request shall be given in the manner provided in Article II of these Bylaws; thereupon, the FSC and Applicant will take such further actions and execute such documents as necessary to confirm and effectuate the Applicant's membership in the FSC and compliance with the obligations thereof. Approval of the Applicant's request shall, include, but not be limited to, how the Applicant exhibits First Suburb characteristics and has declared a willingness to support the purposes of the FSC.

X. WITHDRAWAL FROM MEMBERSHIP. Any Member Community may withdraw from the FSC upon thirty days advance notice and payment of all dues and other financial obligations that may be payable as of the date of withdrawal.

XI. ASSOCIATE ENTITIES.

A. Request. The applicant ("AE Applicant") may request in writing consideration to become an Associate Entity of the FSC. Associate Entities are limited to organizations, regional agencies, quasi governmental organizations and others who have an interest in and support the objectives of the FSC. The request to become an Associate Entity shall include information regarding the AE Applicant's specific interest in the FSC. Upon approval of the request, the Associate Entity shall promptly pay an annual Associate Entity Fee as set by the FSC. Associate Entities have no vote but may participate fully in discussions at FSC meetings and other events.

B. Approval. Any FSC approval of the AE Applicant's request shall be given in the manner provided in Article II of these Bylaws. Approval of the AE Applicant's request shall, include, but not be limited to, how the AE Applicant exhibits interest in FSC objectives and has indicated a willingness to support the purposes of the FSC.

XII. CONDITION TO OBLIGATIONS. A Member Community shall be obliged to pay the financial obligations incurred under section VII, Finance, in these by-laws; but any other obligations which may require the legislative approval by a Member Community shall not be binding on such member, unless approved through appropriate legislation.

XIII. AMENDMENTS. These Bylaws may be amended by affirmative vote of at least sixty (60) percent of the Representatives voting at any regular meeting or special meeting called for such purpose, so long as a quorum is present and copies of such proposed amendments have been given, as provided in these Bylaws, to each Representative not less than thirty (30) days prior to such meeting.

XIV. NOTICES. Any notice required or permitted by these Bylaws or the law to be given shall be in writing and sent by ordinary mail, facsimile transmittal or E-mail to the address or transmittal number previously provided to the sender by the person or entity intended to receive the notice.

XV. SEVERABILITY. In the event that any part or portion of these Bylaws shall be found to be contrary to law and thereby held to be null and void, all other provisions of these Bylaws shall remain in full force and effect, and otherwise shall not be affected thereby.

Approved and Adopted: June 29, 2005
Revised: March 22, 2017 (Effective July 17, 2017 with all Member Communities approving)