



**CITY OF HUBER HEIGHTS
STATE OF OHIO
City Council Meeting
Regular Session
March 10, 2025
6:00 P.M.**

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

1. **Call The Meeting To Order - Mayor Jeff Gore**
2. **Invocation - Mister Raby Of The New Seasons Ministry At 5711 Shull Road, Huber Heights, Ohio**
3. **Pledge Of Allegiance**
4. **Roll Call**
5. **Approval Of Minutes**
 - A. City Council Meeting Minutes - January 13, 2025
 - B. City Council Meeting Minutes - January 27, 2025
 - C. City Council Meeting Minutes - February 24, 2025
6. **Special Presentations/Announcements**
 - A. Presentation Of Newly Hired/Promoted Employees Within The Police Division – Police Chief Mark Lightner And Mayor Jeff Gore
7. **City Manager Report**

8. **Citizens Comments - Agenda Items**

9. **Pending Business**

- A. An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 20; And Repealing Ordinances And Resolutions In Conflict Therewith.
(second reading)

10. **New Business**

CITY COUNCIL

Anthony C. Rodgers, Clerk Of Council

- A. A Motion To Appoint Larry Johnson To The Planning Commission To A Term Ending On January 31, 2028 Effective March 12, 2025 And To Appoint Matthew Shomper To The Planning Commission To A Term Ending On January 31, 2030 Effective March 10, 2025.
- B. A Motion To Appoint Melissa Gwinn And Mason Knickerbocker To The Arts And Beautification Commission To A Term Ending On June 30, 2028.
- C. A Motion To Appoint Mia Honaker To The Culture And Diversity Citizen Action Commission To A Term Ending On December 31, 2027.
- D. An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 21; And Repealing Ordinances And Resolutions In Conflict Therewith.
(first reading)
- E. A Public Hearing Scheduled For March 10, 2025 By The Huber Heights City Council Pursuant To Ohio Revised Code Section 5709.40(A)(5)(f). The Developer Of The Incentive Districts Shown On The Attached Maps Intends To Develop A Residential Subdivision With Up To 283 Single-Family Homes Within The City In Order To Increase Available Housing Options Within The City. The Incentive Districts Shown On The Attached Maps Are Less Than 300 Acres In Size And Have A Continuous Boundary. The Overlays, As Defined In Ohio Revised Code Section 5709.40(A)(6) And Shown On The Attached Maps, Are Less Than 300 Acres In Size And Are Square Or A Rectangle Having Two Sides That Are Not More Than Twice The Length Of The Smaller Sides.

ADMINISTRATION

John Russell, City Manager

- F. A Resolution Authorizing The City Manager To Appoint Jason Antonick As Economic Development Director.
(first reading)
- G. A Resolution To Appoint City Representatives To The Community Improvement Corporation Of Huber Heights (CIC) Board Of Trustees.
(first reading)
- H. A Resolution Authorizing The Execution Of A Development Agreement With GreyFoxCreeside, LLC For The Creekside Woods Development Project.
(first reading)
- I. A Resolution Accepting The Wright-Patterson Air Force Base Compatibility Use Plan (CUP) In Good Faith And Endorsing The Implementation Strategies As Identified In The Plan.
(first reading)
- J. A Resolution Authorizing The City Manager To Continue Participation In The Multi-Jurisdictional Hazard Mitigation Plan In Conjunction With The Montgomery County Office Of Emergency Management.
(first reading)
- K. A Resolution Authorizing The City Manager To Solicit Bids For The Repair And Resurfacing Of Tennis Courts At Thomas A. Cloud Memorial Park.
(first reading)
- L. A Resolution Authorizing The Purchase And Installation Of A Multi-Sport Court System At The Community Park Basketball Courts And Waiving The Competitive Bidding Requirements.
(first reading)
- M. A Resolution Declaring Certain City Property In The Police Division No Longer Needed For Municipal Purposes As Surplus And Authorizing Disposal Of Said Surplus Property.
(first reading)
- N. A Resolution Authorizing The City Manager To Award A Three-Year Contract And An Option For A One-Year Extension For The Provision Of Janitorial Services For The City Hall Building, The Police Building, The Senior Center Building, The Richard F. Shomper City Governance Center Building, The Huber Heights Community Center, The Montgomery County Municipal Court Building, And 6428 Chambersburg Road.
(first reading)
- O. A Resolution Declaring Support For The Preservation Of The Federal Tax Exemption Of Municipal Bonds.
(first reading)

11. **Citizens Comments - General**
12. **City Official Reports And Comments**
13. **Executive Session**
14. **Adjournment**

AI-10685

Minutes A.

City Council Meeting

Meeting Date: 03/10/2025

Approval Of Minutes - 01/13/2025

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.: N/A

Agenda Item Description or Legislation Title

City Council Meeting Minutes - January 13, 2025

Purpose and Background

Approval of the minutes from the January 13, 2025 City Council Meeting.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

There are no financial implications to this agenda item.

Attachments

Minutes

1. Call The Meeting To Order - Mayor Jeff Gore

The Huber Heights City Council met in Regular Session on January 13, 2025.
Mayor Jeff Gore called the meeting to order at 6:02 p.m.

2. Invocation - Pastor Randy Griffith Of The Free Methodist Church At 6875 Old Troy Pike, Huber Heights, Ohio

3. Pledge Of Allegiance

4. Roll Call

Present: Scott Davidson, Kathleen Baker, Nancy Byrge, Brian Looney, Fred Aikens, Anita Kitchen, Don Webb, Jeff Gore

Absent: Mark Campbell

Staff City Manager John Russell; Clerk of Council Anthony Rodgers; Law
Present: Director Christopher Conrad

Mayor Jeff Gore said that Vice Mayor Mark Campbell sent an e-mail stating that he would be unable to attend the City Council Meeting as business had taken him out of town. He asked for a motion to excuse Vice Mayor Mark Campbell's absence.

Ms. Baker made a motion to excuse Vice Mayor Mark Campbell's absence; Mr. Davidson seconded the motion. On a call of the vote, Ms. Baker, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Webb and Mr. Davidson voted yea; none voted nay. The motion passes 8-0.

5. Approval Of Minutes

A. City Council Meeting Minutes - December 9, 2024

The minutes for the December 9, 2024 City Council Meeting were approved by the Huber Heights City Council as submitted.

6. Special Presentations/Announcements

A. St. Peter Food Pantry Donation Presentation - Mayor Jeff Gore

Mayor Jeff Gore thanked Saint Peter's Food Pantry Coordinators Donna and Lynn Weed for their service to the community in helping feed people in the City in need. He presented the Saint Peter's Food Pantry with a check for \$1000 to continue its work.

B. Huber Heights Charter Review Commission Final Report Presentation - Huber Heights Charter Review Commission

The Huber Heights Charter Review Commission, represented by residents Ms. Jennifer Sirucek, Mr. Matt Shomper, and Ms. Angela Summers, presented its final report of the Charter Review Commission process and the recently approved City Charter Amendments. The Charter Review Commission thanked Mr. Anthony Rodgers for his guidance during the Charter Review Commission process. Ms. Sirucek noted that while it was impossible to quantitatively calculate how many hours were put into their work by all parties, that it was a tremendous amount. She announced that each of the five amendments to update the City Charter had passed by a majority vote. She said the first recommendation was to limit incumbent candidates, meaning an incumbent cannot run for any other office, unless the incumbent is in the final year of their current term, without giving up their seat. She continued by stating that the second item added a mayoral vote, but took away the position's veto power. She said the third recommendation focused on modernizing voter notifications by moving from newspaper notices to e-mail and public notices on various media, while the fourth recommendation regarding City Manager residency simply aligned the City Charter with state law. Ms. Sirucek stated that the final recommendation set attendance requirements for meetings to make it more fair. She stated while the current Councilmembers have no such issues, as a Huber Heights resident, she was often embarrassed to see how the City Council's actions played out and how elected members abused their positions in the past. She went on to say that the residents of Huber Heights are putting their faith in the elected officials, as such, the final recommendation reads that following three or more unexcused absences from City Council Meetings, Council Work Sessions, etc., there can be a move to remove an official from their position. The Charter Review Commission felt that this amendment was the fairest way to prevent infighting in the future. Ms. Sirucek announced that while all of the amendments passed by a majority vote, four of the amendments passed by more than 70%, showing that the citizens of Huber Heights strongly supported the Charter Review Commission's proposals. She expressed her gratitude to the residents who voted, and stated it was an honor to be a part of the process and speaking on behalf of the Huber Heights community.

Mrs. Byrge thanked the resident members of the Huber Heights Charter Review Commission and stated that they were the best possible representatives and brought wonderful ideas to the process. She pointed out Matt Shomper was a wonderful leader for the group.

Mr. Aikens stated his appreciation to the Huber Heights Charter Review Commission and expressed that this group is an example of the good work citizens of Huber Heights can do for the community if they make the effort and are allowed to do so.

Mr. Davidson thanked the Charter Review Commission and lauded its work in getting feedback and input from the community.

Mr. Christopher Conard stated that the City Charter is functionally the City's constitution and is a citizens' document which only exists in its fullest form with citizen involvement and a public vote. He congratulated the Charter Review Commission as a group of volunteers for doing a thorough job managing the process.

Mayor Jeff Gore also thanked the Charter Review Commission and applauded its hard work and putting themselves out there to serve the City.

C. Huber Heights Charter Review Commission Mayoral Proclamation Presentation - Mayor Jeff Gore

Mayor Jeff Gore read a proclamation for Special Recognition For Significant Achievement and he presented proclamations to the members of the Huber Heights Charter Review Commission members in attendance.

Mr. Rodgers also noted that the amendments to the Huber Heights City Charter would be updated both online and in paper form and could be picked up at Huber Heights City Hall by January 15, 2025.

7. Citizens Comments - Agenda Items

There were no agenda item comments from citizens.

8. City Manager Report

Mr. Russell commented on the recent snowstorms and the exceptional work done by Public Works Manager Mike Gray and City Staff maintaining and clearing the roads. He said work shifts were moved to twelve-hour days to manage the workload with a great deal of salt, brine, and overtime hours needed to make the roads as safe as possible. Mr. Russell updated the Council on the construction progress of the new City Governance Center and Public Works Division Facility, both of which are slightly behind schedule due to weather. Mr. Russell stated that dog licenses will be for sale at City Hall until the end of January, 2025. He spoke regarding the Martin Luther King Celebration on January 20, 2025 at Wayne High School in collaboration with the Culture and Diversity Citizen Action Commission. Mr. Russell mentioned that the Community Art Exhibition presented by the Arts and Beautification Commission is taking submissions on the City's website until February 3, 2025.

Mr. Looney thanked Mr. Gray and City Staff for clearing the streets of snow, mentioning that, especially with four children who drive, it eased his mind a little.

Mrs. Kitchen had a question regarding the snow removal schedule. She asked if after main roads and schools, precedence could be given to working with trash collection services to ensure those routes were clear as she was aware of trash collection issues.

Mr. Russell responded that the schools are the first priority, and he is in constant communication with the school administrators to get information about closings, bus schedules, etc. He acknowledged that Mrs. Kitchen's suggestion of prioritizing the trash routes was a good suggestion, and he will look at that issue with future storms.

Mrs. Byrge also thanked the Public Works Division for its efforts. She questioned whether there was a way to track attendance at City sponsored community events in an effort to improve these events.

Mr. Russell stated that the Parks and Recreation Department has some software to track this information, which was used for the Fourth Of July event, and that he would speak to Parks Manager Sarah Forsythe regarding this issue.

Mrs. Byrge mentioned that last year's Martin Luther King Event and the Community Art Exhibition had poor attendance, and she was interested in creating new events that may draw more people. She also expressed that the City should track the attendance of other existing events to possibly improve the ones it has.

Mr. Russell responded that while the City often relies on City boards and commissions to run these events. He said he was looking to link the Parks and Recreation Department to some of these events to get the greatest benefit.

Mr. Aikens commended the Public Works Division for removing the snow in his area. He asked about a concern with Shullgate Park and the temporary fencing around it.

Mr. Russell stated the barrier was part of a new playground structure and that the soft surface of the area did not cure properly, potentially due to weather, and that he had shut the area down until it can be fixed sometime this Spring.

Mr. Davidson asked about the policy of cars being parked on the street following a major snowstorm.

Mr. Russell responded that the City has no policy regarding street parking during storms, but it is the number one deterrent to the streets getting plowed properly. He stated that for snow emergencies in the future, he would like to put out a request on social media to the citizens of Huber Heights to get all vehicles off of the roads to allow the snow plows easier access.

Mr. Davidson noted that actions to inform residents of Huber Heights to move all vehicles off of the roads during snowstorms would be helpful in speeding up the snow plowing process and limiting the amount of overtime paid to City Staff.

Mrs. Byrge suggested placing a message on the water bills or making use of the emergency notification system to notify residents to move vehicles off of the road in the event of an impending storm.

Mr. Webb commended Mr. Russell on his handling of a Republic Services trash pick-up during the snow emergency. He stated that the trash during the snowstorm was overflowing in his neighborhood and he was getting numerous calls from residents in Ward 2 complaining about the situation. Mr. Webb said that when he called Republic Services he was told that trash in the area would not be picked up for a week. He states that upon notifying Mr. Russell of this issue, Mr. Russell took immediate action and notified Republic Services that this response was not acceptable. As such, he said trash in the neighborhood was picked up the next day. Mr. Webb noted that this response was indicative of the efficiency of the present City Staff.

Mrs. Kitchen said when she is notified of potential delays in trash service, she still places the trash out on the normal scheduled pick-up day, and it allows Republic Services, should it get ahead of schedule, to still be able to pick it up on time.

Mr. Davidson pointed out that Huber Heights has approximately 450 lane miles of roads, so he offered his compliments to the road crews and the efforts to keep the streets clean during the recent storms.

Mr. Webb stated that the City did a great job of informing residents of the City of the hierarchy of snow plow routing on social media. He said it was much better communication than in years past and curtailed the number of phone calls he received to answer questions regarding the snow removal schedule.

9. Pending Business

There were no pending agenda items.

10. New Business

CITY COUNCIL
Anthony C. Rodgers, Clerk Of Council

- A. A Motion To Appoint Mr. Mark Campbell As The City Of Huber Heights Vice Mayor For 2025.

Mr. Rodgers stated, that per the Huber Heights City Charter, the City Council, at the first City Council Meeting of each calendar year, must elect a Vice Mayor. He mentioned that the election of a Vice Mayor was discussed at the January 7, 2025 Council Work Session and Mr. Campbell was the only nominee. Mr. Rodgers also commended Mr. Webb for his distinguished service as Vice Mayor for 2024.

Mrs. Byrge made a motion to appoint Mr. Campbell as Vice Mayor for 2025; Mr. Davidson seconded the motion. On a call of the vote, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Webb, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion passes 8-0.

- B. A Motion To Appoint Christopher Darrin To The Property Maintenance Review Board For A Term Ending December 31, 2025.

Mr. Rodgers said the appointment of Mr. Christopher Darrin to the Property Maintenance Review Board for a term ending December 31, 2025 was to fill a vacancy on the Property Maintenance Review Board and that the necessary background check had been completed by Human Resources.

Mr. Webb made a motion to appoint Mr. Darrin to the Property Maintenance Review Board; Mr. Aikens seconded the motion. On a call of the vote, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, and Mrs. Byrge voted yea; none voted nay. The motion passes 8-0.

- C. A Motion To Approve The 2025 Huber Heights Rules Of Council Effective January 13, 2025.

Mr. Rodgers stated that there was a discussion at the January 7, 2025 Council Work Session to update the Huber Heights Rules Of Council, specifically to reflect the passage of the City Charter Amendments as presented by the Charter Review Commission earlier in this meeting.

Mrs. Byrge made a motion to adopt the 2025 Rules Of Council; Mr. Davidson seconded the motion.

Mrs. Kitchen requested that, at a future meeting, the section of the Rules Of Council regarding excused absences be revisited and the language clarified as to what qualifies as an excused absence.

On a call of the vote, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, and Mayor Gore voted yea; none voted nay. The motion passes 8-0.

ADMINISTRATION

John Russell, City Manager

- D. An Ordinance Providing For The Continuation Of An Existing .25 Percent Levy On Income Effective January 1, 2026 And Expiring December 31, 2035, And To Submit This Ordinance To The Electorate For Approval Or Rejection And Contingent Upon Such Election Approval, Amend Chapters 191 And 192, Income Tax, Of Title 9, Taxation, Part 1, Administration Of The Ordinances Of The City Of Huber Heights To Reflect The Tax Continuation.
(first reading)

Mr. Russell reminded Council that the proposed renewal levy revenue would be split 40.5% to both the Police Division and the Fire Division, with the remaining 19% directed to the General Fund. He stated that the City's effective collection of the current levy is approximately \$3,000,000. Mr. Russell clarified that the levy is only on earned income and it would not affect social security benefits or pensions.

Mayor Jeff Gore said the Council Work Session recommendation was to waive second reading and to adopt the agenda item.

Mr. Webb made a motion to waive the second reading; Mr. Aikens seconded the motion. On a call of the vote, Mr. Looney, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Gore, and Mr. Aikens voted yea; none voted nay. The motion passes 8-0.

Ms. Baker made a motion to adopt; Mr. Looney seconded the motion. On a call of the vote, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Gore, Mr. Aikens, and Mr. Looney voted yea; none voted nay. The motion passes 8-0.

- E. A Resolution Specifying May 6, 2025 As The Date For Submitting To The Electorate Of The City Of Huber Heights A Proposal To Provide For The Continuation Of An Existing .25% Levy On Income Effective January 1, 2026 And Expiring December 31, 2035, And Directing The Board Of Elections Of Montgomery County And Miami County, Ohio To Place The Issue On The Ballot.
(first reading)

Mr. Russell said this agenda item contains the ballot language for the levy that will be submitted to Miami County and Montgomery County for the May 6, 2025 election.

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

Mrs. Byrge made a motion to adopt; Ms. Baker seconded the motion. On a call of the vote, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, and Mrs. Kitchen voted yea; none voted nay. The motion passes 8-0.

- F. A Resolution Amending And/Or Establishing The City Of Huber Heights Organizational Chart And Authorizing The New Personnel Staffing Levels As Detailed Below.
(first reading)

Mr. Russell explained the new City organizational chart and highlighted new hires in the Police Division, the Human Resources Department, and the Finance Department.

Mayor Jeff Gore stated that the Council Work Session recommendation was to adopt the item.

Mr. Webb made a motion to adopt; Mr. Looney seconded the motion.

Mrs. Kitchen interjected that upon speaking with members of the Huber Heights community, she feels that resident support of the levy would be better supported if there was an effort by the City to hire more public safety employees.

Mr. Russell responded that he is in constant conversation with the Police Chief regarding this issue. He agreed that City needs to hire more police officers, but there simply are not enough qualified candidates. He stated that Huber Heights is not alone in this issue, as there is a manpower shortage in public safety in Kettering, Troy, and many other neighboring communities. Mr. Russell stated that should the City find qualified candidates to fill the public safety openings, he would come before the City Council and ask for more funds to hire these employees.

Mayor Jeff Gore said that the Council would not deny the Police Division or the Fire Division personnel if needed. He concurred with Mr. Russell that it is difficult to find public safety candidates even though the City offers tremendous benefits. He acknowledged that City Staff are doing all that can be done to fill these positions with qualified individuals.

Mr. Russell thanked Mayor Jeff Gore and Council for the support and the Police Chief and the Fire Chief for efforts to fill the vacancies.

Mrs. Kitchen stated that she felt that the citizens needed to hear this update.

On a call of the vote, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, and Mr. Webb voted yea; none voted nay. The motion passes 8-0.

- G. A Resolution Establishing And/Or Amending The Salary Ranges And Wage Levels For Employees Of The City Of Huber Heights, Ohio.
(first reading)

Mr. Russell stated this item was a companion piece to the City organizational chart to establish salary ranges. He said every year, the City brings to Council a recommendation for a cost of living pay increase for City employees. He stated that this year the proposed increase was 2.75%.

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

Mrs. Kitchen made a motion to adopt; Ms., Baker seconded the motion. On a call of the vote, Ms. Baker, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Webb, and Mr. Davidson voted yea; none voted nay. The motion passes 8-0.

H. A Resolution Authorizing The City Manager To Solicit Bids For Services Related To The Construction And Renovation Of Fire Station 23.
(first reading)

Mr. Russell thanked Council for its earlier approval of architectural plans for Fire Station 23 improvements. He stated that this agenda item was to solicit bids on this project.

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

Mr. Davidson moved to adopt; Ms. Baker seconded the motion. On a call of the vote, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Webb, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion passes 8-0.

I. A Resolution Authorizing The City Manager To Solicit Bids For A Three-Year Contract For The Provision Of Janitorial Services For The City Hall Building, The Police Building, The Senior Center Building, The Future City Governance Center Building, And The Montgomery County Municipal Court Building.
(first reading)

Mr. Russell reminded Council that the previous janitorial contract had expired and this agenda item was to solicit bids for janitorial services. He commended the Public Works Division, stating that it had done a tremendous job taking over janitorial duties in the interim.

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

Mr. Webb made a motion to adopt; Mrs. Kitchen seconded the motion. On a call of the vote, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Webb, Mr. Davidson, Ms. Baker, and Mrs. Byrge voted yea; none voted nay. The motion passes 8-0.

11. Citizens Comments - General

Ms. Pat Lokai of 7172 Chadbourne Drive in Huber Heights stated that she moved to Huber Heights in 1971 and has never regretted that decision. She said that her sons went to Huber Heights schools and they and their friends turned out very well due to this community, and its great school system. Ms. Lokai said that she was before Council, representing other members of the Huber Heights Senior Center, to thank Council, especially Mrs. Byrge and Mr. Webb, for representing them so well and answering any questions they had regarding the new Senior Center. She continued to say that her group had heard nothing but great things about the new Senior Center and she applauded Ms. Pat Larson and Parks Manager Sarah Forsythe for all the hard work putting it together. She stated that her group appreciates the effort with all of their hearts and that the City has the best Council which she knows she can count on to represent her and the others. Ms. Lokai also commended the Public Works Division for its work both inside and outside of the Senior Center. She concluded by thanking the Police Division and the Fire Division for always being so helpful.

Ms. Marylee Master of Vandalia, who is a volunteer at the Huber Heights Senior Center, stated that she loves the new Senior Center. She stated that she would like to move to Huber Heights, but there is no affordable senior living apartments for her. She pointed out Mr. Webb as being very helpful and a great guy.

Mayor Jeff Gore stated that Council hears praise from the community regarding Mr. Webb often and he thanked Ms. Lokai and Ms. Master for the comments.

Mrs. Baker thanked Ms. Lokai and Ms. Master saying that the thing that makes the Huber Heights Senior Center great is people like them.

Mr. Webb added that the seniors are one of the greatest assets in Huber Heights. He stated that their enthusiasm and positivity is beyond compare, and creates a warm and welcoming environment at the Senior Center. Mr. Webb stated that he is very happy that the City can provide services to the seniors.

Mrs. Byrge stated that if it was not for the seniors giving their input on what they wanted at the Huber Heights Senior Center it would not have turned out nearly as well as it did. She said that she is very excited about the future due to the new facility and new members it is bringing in.

Mr. Jeff Morford of 6570 East Walnut Street in Tipp City spoke about the annexation of the land in Bethel Township without the express, direct, implied support, or approval of the residents of Bethel Township. He stated that as a Huber Heights resident you are able to vote on a variety of things and that whether you agree with the results or not, the majority rules and at least your voice was heard. Mr. Morford said that annexation is the only law or procedure he is aware of wherein all citizens that are affected by its outcome are not allowed to vote. He stated that when one community has the power over another that it is wrong, discriminatory, and a violation of civil liberties. Mr. Morford stated that the Council's decision to vote yes on the annexation of land in Bethel Township was based on greed and sacrificed the well-being of the many in favor of the few.

Mayor Jeff Gore informed Mr. Morford that his time had expired.

12. City Official Reports And Comments

There were no City Officials reports or comments.

13. Executive Session

There was no need for an Executive Session.

14. Adjournment

Mayor Jeff Gore adjourned the Regular Session City Council Meeting at 7:12 p.m.

Clerk of Council

Date

Mayor

Date

AI-10686

Minutes B.

City Council Meeting

Meeting Date: 03/10/2025

Approval Of Minutes - 01/27/2025

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

City Council Meeting Minutes - January 27, 2025

Purpose and Background

Approval of the minutes from the January 27, 2025 City Council Meeting.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

There are no financial implications to this agenda item.

Attachments

Minutes

1. **Call The Meeting To Order - Mayor Jeff Gore**

The Huber Heights City Council met in a Regular Session on January 27, 2025.
Mayor Jeff Gore called the meeting to order at 6:00 p.m.

2. **Invocation - Pastor Randy Griffith Of The Free Methodist Church At 6875 Old Troy Pike, Huber Heights, Ohio**

3. **Flag Ceremony - Wayne High School Air Force Junior ROTC Honor Guard**

4. **Pledge Of Allegiance**

5. **Roll Call**

Present: Scott Davidson, Kathleen Baker, Mark Campbell, Nancy Byrge, Brian Looney, Fred Aikens, Anita Kitchen, Jeff Gore

Absent: Don Webb

Staff Clerk Of Council Anthony Rodgers; Law Director Christopher Conard;
Present: City Manager John Russell

Mayor Jeff Gore noted that Mr. Webb was not in attendance. He added that he had not been notified of this absence by Mr. Webb, which was out it was out of character for Mr. Webb. Mayor Jeff Gore asked Council if it wished to make a motion to approve Mr. Webb's absence.

Ms. Baker made a motion to excuse Mr. Webb's absence; Mrs. Byrge seconded the motion. On a call of the vote, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mr. Davidson voted yea; Mayor Gore, Mr. Aikens, Mr. Looney, and Mrs. Kitchen voted nay. The motion fails 4-4.

6. **Approval Of Minutes**

There were no minutes for approval.

7. **Special Presentations/Announcements**

- A. Big Brothers Big Sisters Of The Miami Valley Mayoral Proclamation Presentation To Mr. Greg Winkfield, CEO, Big Brothers Big Sisters Of The Miami Valley - Mayor Jeff Gore

Mayor Jeff Gore read and presented a proclamation to Big Brothers Big Sisters Of The Miami Valley, represented by Mr. Greg Winkfield, for its service in mentoring and providing brighter futures for young people in the Huber Heights community. Mayor Jeff Gore proclaimed the month of January, 2025 in the City of Huber Heights as National Mentoring Month and he encouraged all citizens to recognize the importance of mentoring, celebrating mentors, and becoming mentors.

Mr. Winkfield thanked the City of Huber Heights for the recognition and for its support. He encouraged the community to consider being "Bigs" and to mentor, or at the very least, support the organization's mentor programs.

B. **Montgomery County Treasurer Presentation - Mr. John McManus, Montgomery County Treasurer**

Mr. John McManus, Montgomery County Treasurer, opened by stating that he appreciates the people, businesses, and local government representatives of the City of Huber Heights and he always enjoys his time in the City. He explained that he and his office act as banker, investment officer, and property tax collector for Montgomery County. Mr. McManus hailed the Big Brothers Big Sisters organization, singling out its Bowling For Kid's Sake fundraising program, and he noted that the Montgomery County Treasurer bowling team would be participating. He stated the Montgomery County Treasurer's Office collected over \$1,000,000,000 in property taxes last year as well as over \$33,000,000 in delinquent taxes. Mr. McManus mentioned to Council that he gets many questions at property tax time from constituents in Huber Heights, and he presented information for the Councilmembers to share with the community. Firstly, Mr. McManus discussed the County Treasurer month to month, instead of yearly, property tax payment plan that he said can assist families with staying on budget and avoiding a large yearly bill that many times puts a strain on family finances. Secondly, he stated that, should a family wish to get their property taxes lowered, they may appeal to the Montgomery County Board Of Revision by the end of March of each year to revalue, and possibly reduce the value of their homes and the correlated taxes. Third, Mr. McManus stated that constituents who are behind on their property taxes may sign up for Montgomery County's tax delinquency payment plan, which can protect families from foreclosure as long as they stay current on payments. He closed by asking taxpayers to monitor their tax bills, which can be found on Montgomery County's website, and taking advantage of the Homestead Tax Credit, which shields a portion of their home's value from taxation.

Mayor Jeff Gore and Vice Mayor Mark Campbell thanked Mr. McManus for his service to the residents of Huber Heights and the professionalism of the Montgomery County Treasurer's Office.

8. **Citizens Comments - Agenda Items**

Mr. Rodgers stated that there would be one citizen's comment on Agenda Item 11-A.

9. **City Manager Report**

Mr. John Russell stated that he wished to start his presentation by thanking the Public Works Division and Huber Heights City Schools for quickly organizing a warming center during last week's power outage, which was valuable practice for future emergencies. He announced that the City had hired a new Police Officer as well as an additional Human Resources Specialist. Mr. Russell informed Council that, per Assistant City Manager Alex Zaharieff and Finance Director Jim Bell, the City's 2023 financial audit had been completed by the State of Ohio, and that all internal controls had been evaluated with no significant deficiencies and that compliance testing was confirmed, and the City is adhering to laws, regulations, contracts and grant agreements. He stated that although this audit process was delayed due to the November, 2023 cyberattack, the State of Ohio's audit findings were good news and that the 2024 audit, scheduled for June, 2025 was already being worked on by Finance Department Staff and should be on schedule. Mr. Russell thanked Council for its hard work and foresight in maintaining the way Huber Heights delivers water to its residents, which is paying dividends, as 2024 had the fewest water main breaks in six years. He applauded the communication between the City, Council, and Veolia Water in keeping Huber Heights on the right track, and to that end, he said more legislation would be presented at this meeting to continue water main projects and procedures. Mr. Russell stated that 2025 dog licenses are still available to be purchased at City Hall through January 31, 2025 and that the Community Art Exhibition which is scheduled to be held at the Huber Heights Community Center on February 15, 2025 has a deadline for entries of February 3, 2025.

Mrs. Byrge mentioned that there was a RAMA Consulting listening session held on

January 23, 2025, but residents had informed Mrs. Byrge that they were not aware of this meeting.

Mr. Russell informed Mrs. Byrge that the RAMA Consulting meeting had been posted on the City's Facebook page and social media accounts.

Mrs. Byrge asked if the RAMA Consulting listening session had been placed on the digital billboards. She stated that perhaps the residents who were unaware of the meeting might not be effectively reached by the City's website or social media accounts.

Mrs. Kitchen added that residents had informed her that they could not find the RAMA Consulting meeting announcement on the City's website, and that the website was not user-friendly.

Mr. Russell stated that he was aware of the shortcomings and that Mr. Zaharieff had a new vision for the City's website, but he is waiting to find the proper software to update it.

10. Pending Business

There was no pending business.

11. New Business

CITY COUNCIL

Anthony C. Rodgers, Clerk Of Council

- A. A Motion To Approve The 2025 Huber Heights Rules Of Council Effective January 27, 2025.

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

Mrs. Byrge made a motion to adopt the 2025 Rules Of Council; Mr. Davidson seconded the motion.

Ms. Cynthia Schwartz of Huber Heights stated that she appreciated her five minutes to speak to Council, and that without this time, many residents would not be able to have their voices heard by their representatives. She stated that citizen comments at City meetings are important as the Councilmembers are supposed to vote in line with the people they represent in their wards, and it gives everyone equal opportunity to engage in discussion. Ms. Schwartz noted that though everyone is supposed to be given five minutes to speak, those who speak in line with what Council wants, get more time, while those who bring different or opposing ideas often, such as herself, get their time cut short. She admitted that while she is often passionate, she is aware of what she can and cannot do at Council, and has never been threatening or disrespectful, and so she questioned the equal time and treatment given to residents who speak at City Council Meetings. Ms. Schwartz questioned the vague and blanket statement language of the updated Rules Of Council, stating that it gives Council discretion over which speaker gets cut short due to repetitive speech and disruption of official business. She stated this discretion opens Council up to violations and it may be deemed unlawful, resulting in another lawsuit against the City. She said when she speaks passionately about a subject before Council, she welcomes discussion, but instead often finds that after her time, Council merely moves on.

Mrs. Kitchen stated that she had a number of City residents reach out to her complaining that Council was not good at listening to them at meetings and that they did not appreciate having to wait until the end of the City Council Meetings to speak. She suggested that citizen comments should be moved back to the beginning of the City Council Meetings to accommodate the residents who wished to speak.

She commented that, due to the number of calls she has gotten regarding these issues, she will be voting no on this motion.

Vice Mayor Mark Campbell asked Mayor Jeff Gore if this item was a subject that could be sent back to a Council Work Session and then brought back before another City Council Meeting after further discussion. He also requested that the motion and second for this motion be withdrawn.

Mayor Jeff Gore stated that he wished to address some of the issues brought up before Council at this meeting directly. He said that it sounds like Council was being threatened with a lawsuit. He asked Clerk of Council Anthony Rodgers and Law Director Chris Conard for clarification on the rules of public participation and commentary at a City Council Meeting.

Mr. Anthony Rodgers stated that Council is guided by the Ohio Open Meetings Act which requires minimally that members of the public have the right to observe the proceedings of the meeting, either in person or by live streaming, as it happens in a public forum, to which the City of Huber Heights complies with in all cases. He added that the Citizens Comment portion of the City Council Meetings is not required by law, but is something the City has allowed to encourage public comment on issues. As such, Mr. Rodgers stated that Council could expand, limit, or even terminate the Citizens Comment portion of the meetings if it so wished, but that, historically in Huber Heights, it is a courtesy that has been extended to the community. He stated that through the availability of meeting agendas and information, public records requests, and public participation in City meetings, that the City of Huber Heights goes well and above the requirements of the Ohio Open Meetings Act. He added that the proposed Rules Of Council do not impact the current five-minute time limit for Citizen Comments, it only allows Council to curtail repetitive speech and threatening behavior.

Mayor Jeff Gore clarified that on the topic of some citizens getting more time to speak than others, that he tries to keep comments to the five-minute limit, but he allows for greater time should members of the Council wish to engage in further discussion with the citizen. To that end, Mayor Jeff Gore invited Ms. Schwartz to approach the podium and to continue discussing her items.

Ms. Schwartz explained that she typically sits back down after her comments as the Council never has discussion or dialogue with her, Councilmembers simply talk among themselves or move on to another topic. She stated that she would enjoy engaging in dialogue with members of the City Council and receiving input on her comments. Ms. Schwartz reiterated that many citizens are allowed to speak for far greater than five minutes with no warning, while others get warned and cut off. She again said that equal time and treatment should be unilateral without preferential treatment being given to citizens who support the wishes of Council.

Mayor Jeff Gore reiterated that he tries to be fair to all speakers, but that he has no control over whether Councilmembers wish to further discuss a topic presented to Council. Furthermore, he stated that he has never attempted to prevent a Councilmember from doing so.

Ms. Schwartz stated that she felt that the conversation was getting repetitive, and she did not feel that Council understood her point, which was that everyone should get fair treatment and five minutes to speak. She said that she was not threatening a lawsuit, but was warning Council that its discretion in cutting speakers off could trigger a lawsuit from others.

Mr. Davidson stated that it was his understanding that the five-minute length of time that a citizen gets to speak was not being changed by this agenda item. He said that Council encourages input and wants more community attendance at City Council Meetings. He explained that he is open to new information, and that Council's discretion to cut short a presenter's time was designed to curtail different speakers from bringing up the same points or even reading the same speech another person had used.

Ms. Schwartz explained that she had spoken to the Bethel Local Schools Board Of Education, who had a similar repetitive speech discretion, but that its use of that

provision was to prevent a single speaker from stating the same thing, or even the same sentence, continuously.

Mr. Davidson reiterated that it was not Council's desire to prevent anyone from speaking their minds at City Council Meetings and that Council had agreed to keep the five-minute time limit.

Ms. Baker encouraged the community to have its voices heard by coming to City Council Meetings or by directly contacting the Mayor, Vice Mayor, and At Large and Ward Councilmembers.

Mrs. Byrge asked, in light of the extensive discussion on the five-minute time limit for comments, what the purpose of moving this agenda item to another Council Work Session would be?

Vice Mayor Mark Campbell suggested that, with Ms. Schwartz's comments at the meeting as well as Mrs. Kitchen's statement that she would be voting no on the agenda item, that another Council Work Session would give Council time to review this information.

Mrs. Byrge withdrew her motion to adopt the 2025 Rules Of Council; Mr. Davidson withdrew his second of the motion.

Mayor Jeff Gore said this agenda item will be moved to an upcoming Council Work Session for discussion.

- B. A Public Hearing Scheduled For January 27, 2025 By The Huber Heights City Council For Case RZ 24-29. The Applicant Is A&F Investments. The Applicant Is Requesting Approval For A Rezoning From Commercial District (B-2) To Commercial District (B-3) To Develop An Auto Sales Lot For Property Located At 5543 Old Troy Pike And Further Described As Parcel Number P70 04003 0130 On The Montgomery County Auditor's Map.

Mayor Jeff Gore opened the Public Hearing for Case RZ 24-29.

Mr. Aaron Sorrell presented the City Staff comments on the proposed Rezoning of the property located at 5543 Old Troy Pike from B-2 to B-3. He noted that although this application was for a car sales location, the City evaluated the property for all possible uses under the proposed B-3 zoning classification. Mr. Sorrell explained that, due to this proposed Rezoning being located next to an R-6 residential area, the City Code requires all buildings and uses within the property to have a fifty-foot setback or buffer zone, effectively losing at least a third of the area to landscaping and screening. He stated that City Staff find the Rezoning to B-3 to be incompatible with the adjacent R-6 zoning and it would require too many variances to develop as an auto sales location. Therefore, Mr. Sorrell stated that City Staff recommended denial of the Rezoning request. He said the Planning Commission voted unanimously to recommend denial of the Rezoning.

Mayor Jeff Gore asked if any representatives from A&F Investments had any comments or wanted to provide any additional information.

Seeing none, Mayor Jeff Gore asked if the Law Director had any comments or wanted to provide any additional information.

Seeing none, Mayor Jeff Gore asked if there was anyone present to speak in favor of the approval of this issue.

Seeing none, Mayor Jeff Gore asked if there was anyone present to speak against the approval of this issue.

Seeing none, Mayor Jeff Gore asked if any member of the City Council had any comments, questions, or wanted to provide any additional information.

Ms. Baker asked Mr. Sorrell how many apartments were in the R-6 zoned parcel

adjacent to the 5543 Old Troy Pike property.

Mr. Sorrell stated that he estimated that there were between 150-200 units in that area.

Mr. Aikens asked Mr. Sorrell if there had been any comments from residents adjacent to the 5543 Old Troy Pike property regarding a large business being built in that area.

Mr. Sorrell stated that no one, outside of the applicant, had spoken for or against this application.

Mr. Davidson asked Mr. Sorrell if A&F Investments were aware of the fifty-foot buffer zone required at the property.

Mr. Sorrell said that A&F Investments were aware of the setbacks required, as well as the concerns of the City, but wished to move forward with the Rezoning request.

Mayor Jeff Gore asked one last time if there was anyone to speak in favor of or against the approval of this issue.

Ms. Schwartz asked Council why, if the land was vacant and there had not been complaints from residents in that area, that the business, from which the City could collect tax revenue, would not be allowed to build there?

Mayor Jeff Gore asked again if there was anyone to speak in favor of or against the approval of this issue.

Seeing none, Mayor Jeff Gore said, barring further comments, this Public Hearing of the City Council for Case RZ 24-29 is hereby closed.

ADMINISTRATION

John Russell, City Manager

- C. An Ordinance To Approve A Rezoning Of Approximately 0.6 Acres From Commercial District (B-2) To Commercial District (B-3) For Property Located At 5543 Old Troy Pike And Further Identified As Parcel Number P70 04003 0130 On The Montgomery County Auditor's Map (Case RZ 24-29).
(first reading)

Mr. Russell stated that he had nothing to add to Mr. Sorrell's presentation at the Public Hearing regarding this agenda item.

Mr. Davidson made a motion to waive a second reading; Mrs. Byrge seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion passes 8-0.

Mr. Davidson made a motion to adopt; Mayor Jeff Gore seconded the motion.

Mayor Jeff Gore asked for discussion on this agenda item.

Mrs. Kitchen stated that she had been contacted by residents who did not want this new car sales location in this area as there was already a used car lot in the vicinity.

On a call of the vote, none voted yea; Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Davidson, Ms. Baker, and Mr. Campbell voted nay. The motion fails 0-8.

- D. An Ordinance Authorizing Transfers Between Various Funds Of The City Of Huber Heights, Ohio And Amending Ordinance No. 2024-O-2676 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2025 And Ending December 31, 2025.
(first reading)

Mr. Russell reminded the Council that the items on this list were the supplemental appropriations presented at the January 21, 2025 Council Work Session by Finance Director Jim Bell.

Mayor Gore said the Council Work Session recommendation was to waive the second reading and to adopt this item.

Ms. Baker made a motion to waive the second reading; Mr. Davidson seconded the motion. On a call of the vote, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Davidson, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; none voted nay. The motion passes 8-0.

Mr. Aikens made a motion to adopt; Mr. Looney seconded the motion. On a call of the vote, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mayor Gore voted yea; none voted nay. The motion passes 8-0.

- E. A Resolution Authorizing The City Manager To Purchase 22 Mobile Data Terminal (MDT) Devices And Accessories For Use By The Police Division Through Vendor BRITE, A Sole Source Vendor.
(first reading)

Mr. Russell said that, per reports from Police Chief Mark Lightner and IT Director Dave Warren, the current equipment for the Police Division has reached expiration. He stated that the requested funds are to replace these items.

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

Mayor Jeff Gore made a motion to adopt; Mr. Davidson seconded the motion. On a call of the vote, Mr. Looney, Mrs. Kitchen, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mayor Gore, and Mr. Aikens voted yea; none voted nay. The motion passes 8-0.

- F. A Resolution To Increase The Not To Exceed Contract Amount And Authorize The City Manager To Enter Into A Contract Modification With Veolia North America For Fiscal Year 2025.
(first reading)

Mr. Russell stated that these capital projects were presented by Veolia Water at the January 21, 2025 Council Work Session.

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

Mrs. Byrge made a motion to adopt; Mrs. Kitchen seconded the motion. On a call of the vote, Mrs. Kitchen, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mayor Gore, Mr. Aikens, and Mr. Looney voted yea; none voted nay. The motion passes 8-0.

- G. A Resolution Authorizing The City Manager To Solicit, Advertise, And Receive Bids From Qualified Firms For The Construction Of The 2025 Rehabilitation Of Sewer Lines Project.
(first reading)

Mr. Russell stated that this agenda item was simply a continuation of the City's Rehabilitation Of Sewer Lines Project.

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

Mr. Davidson made a motion to adopt; Ms. Baker seconded the motion.

Mayor Jeff Gore asked if there was any discussion on this agenda item.

Mrs. Kitchen asked Mr. Russell if it would be possible to increase the amount of funds requested to make even more improvements to the sewer system.

Mr. Russell stated that the greatest obstacle is the time in getting the projects done.

Mr. Sorrell added that Veolia Water does a camera scan of the sewer lines on a five-year cycle and informs the City of the areas in the greatest need of repair. He said the funds as requested are sufficient to cover the relining of the areas of the sewer that the City is aware of that are in need of repair.

Mr. Russell said that adding more funds and fixing more sewer lines without an actual need in that area is a stab in the dark.

Mrs. Kitchen stated that she feels that the City is doing very well with the maintenance of water lines and she just wanted to make sure the City does not get behind on sewer lines.

Mr. Russell replied that the City ahead of the game with sewer line repairs.

Mr. Sorrell concurred with Mr. Russell by stating that there was only a single sewer line break in 2024 and it was a fluke.

On a call of the vote, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, and Mr. Webb voted yea; none voted nay. The motion passes 8-0.

- H. A Resolution Authorizing The City Manager To Solicit, Advertise, And Receive Bids From Qualified Firms For The Construction Of The Mast Arm Traffic Signals At The Brandt Pike/Fishburg Road Intersection Project.
(first reading)

Mr. Russell stated that this agenda item was self-explanatory. He said the mast arms at the Brandt Pike and Fishburg Road intersection would be replaced with this project.

Mrs. Kitchen made a motion to adopt; Mr. Looney seconded the motion. On a call of the vote, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, and Mr. Davidson voted yea; none voted nay. The motion passes 8-0.

- I. A Resolution Authorizing The City Manager To Solicit, Advertise, And Receive Bids From Qualified Firms For The 2025 Street Improvement Program, Non-Concrete Work.
(first reading)

Mr. Russell stated this item was a continuation of the annual Street Program for the City. He added that the City was looking to improve how it will repave streets in the future.

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

Mrs. Kitchen made a motion to adopt; Ms. Baker seconded the motion. On a call of the vote, Mr. Campbell, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion

passes 8-0.

- J. A Resolution Authorizing The City Manager To Solicit, Advertise, And Receive Bids From Qualified Firms For The 2025 Sidewalk Program And The Concrete Portion Of The 2025 Street Improvement Program.
(first reading)

Mr. Russell stated that this agenda item was for sidewalk work and concrete work on the streets listed in the legislation.

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

Mayor Jeff Gore made a motion to adopt, Ms. Baker seconded the motion.

Mrs. Kitchen asked Mr. Russell when the list of sidewalks and streets to be worked on in 2026 would be available for the public to view so that residents have proper time to hire contractors.

Mr. Russell stated that he would bring that information to the March 4, 2025 City Council Work Session.

On a call of the vote, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Davidson, Ms. Baker, and Mr. Campbell voted yea; none voted nay. The motion passes 8-0.

- K. A Resolution Authorizing The City Manager To Enter Into A Contract With Veolia Water Contract Operations USA, Inc. For The Design And Installation Of Replacement Radio Read Water Meters Throughout The City Of Huber Heights.
(first reading)

Mr. Russell stated that this legislation provides for a contract with Veolia Water to upgrade City's water meters which need to be replaced.

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

Ms. Baker made a motion to adopt; Mr. Davidson seconded the motion.

Mrs. Kitchen asked Mr. Russell if it would be possible for Veolia Water to give a presentation at a future City Council Meeting to demonstrate the features of the new water meters to residents.

Mr. Russell said that he would ask Veolia Water to do so, and that he would also place a video of Veolia Water's presentation on the City's website.

Mr. Sorrell said that he would provide Ms. Kitchen with a manual regarding the features of the new water meters that she could share it with City residents.

Mrs. Kitchen stated that people in the community were a little shocked by the price of the water meters, but that she attempted to let residents know that she was impressed by the features.

Mayor Jeff Gore suggested a video from Veolia Water demonstrating how the water meters work would be beneficial.

Mr. Rodgers commented that there are pictures and information from the January 21, 2025 Council Work Session as well as this meeting that the public could reference online at the City's website.

Mr. Russell stated that he would make a concerted effort to educate the public about the features of these new water meters.

Mr. Aikens asked Mr. Russell if these new replacement water meters were only for existing homes and not for new construction.

Mr. Russell said moving forward, Veolia Water would have these meters for any new construction.

On a call of the vote, Mayor Gore, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Davidson, Ms. Baker, Mr. Campbell, and Mrs. Byrge voted yea; none voted nay. The motion passes 8-0.

- L. A Resolution Authorizing The City Manager To Enter Into A Contract With Commconnect, LLC For The Design And Installation Of Cabling, Audio-Visual Equipment, And Security And Access Control Equipment For The Richard F. Shomper City Governance Center.
(first reading)

Mr. Russell stated that CommConnect is a current City vendor which IT Director Dave Warren recommended for this project.

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

Mrs. Byrge made a motion to adopt; Mr. Davidson seconded the motion. On a call of the vote, Mr. Aikens, Mr. Looney, Mrs. Kitchen, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, and Mayor Jeff Gore voted yea; none voted nay. The motion passes 8-0.

- M. A Resolution Supporting The Ohio Commission For The United States Semiquincentennial (America250-OH).
(first reading)

Mr. Russell stated that Mr. Sorrell presented this item to Council. He said this legislation was to prepare for City events related to the Ohio Commission For The United States Semiquincentennial.

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

Mr. Looney made a motion to adopt; Mr. Aikens seconded the motion. On a call of the vote, Mr. Looney, Mrs. Kitchen, Mr. Davidson, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mayor Gore, and Mr. Aikens voted yea; none voted nay. The motion passes 8-0.

12. Citizens Comments - General

There were no general comments from citizens.

13. City Official Reports And Comments

Mr. Aikens congratulated the Cultural and Diversity Citizen Action Commission for its execution of the Martin Luther King Day observance.

Mayor Jeff Gore stated that this year's Martin Luther King Day event was his favorite. He stated that overall attendance was excellent and the educational portion of the festivities was very well done.

Mrs. Byrge encouraged City residents to attend RAMA Consulting's listening session being held on January 28, 2025 at the Huber Heights Community Center.

Ms. Baker thanked the Huber Heights City Schools and City Manager John Russell for coordinating the warming station during the City's power outage on January 21,

In Council Chambers
6131 Taylorsville Road

January 27, 25

2025.

Mrs. Byrge asked Mr. Russell if God's Grace Food Pantry would be able to set up in the Rose Music Center's parking lot on the third Saturday of each month from 1:00 p.m. to 2:30 p.m. to service the community.

Mr. Russel stated that he would look into that possibility.

14. Executive Session

There was no need for an Executive Session.

15. Adjournment

Mayor Jeff Gore adjourned the Regular Session City Council Meeting at 7:30 p.m.

Clerk of Council

Date

Mayor

Date

AI-10687

Minutes C.

City Council Meeting

Meeting Date: 03/10/2025

Approval Of Minutes - 02/24/2025

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.: N/A

Agenda Item Description or Legislation Title

City Council Meeting Minutes - February 24, 2025

Purpose and Background

Approval of the minutes from the February 24, 2025 City Council Meeting.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

There are no financial implications to this agenda item.

Attachments

Minutes

1. Call The Meeting To Order - Mayor Jeff Gore

The Huber Heights City Council met in a Regular Session on February 24, 2025.
Mayor Jeff Gore called the meeting to order at 6:00 p.m.

2. Invocation - Pastor Randy Griffith Of The Free Methodist Church At 6875 Old Troy Pike, Huber Heights, Ohio

3. Flag Ceremony - Wayne High School Air Force Junior ROTC Honor Guard

4. Pledge Of Allegiance

5. Roll Call

Present: Scott Davidson, Kathleen Baker, Nancy Byrge, Brian Looney, Fred Aikens, Don Webb, Jeff Gore

Absent: Mark Campbell, Anita Kitchen

Staff Deputy Clerk Of Council Adam Clevenger; Clerk Of Council Anthony
Present: Rodgers; Law Director Christopher Conard; City Manager John Russell

Mayor Jeff Gore stated that Mr. Campbell and Mrs. Kitchen could not attend the meeting today, but had sent e-mails asking Council to excuse their absences.

Mr. Webb made a motion to excuse Mr. Campbell's and Mrs. Kitchen's absences; Mrs. Byrge seconded the motion. On a call of the vote, Ms. Baker, Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, Mr. Webb, and Mr. Davidson voted yea; none voted nay. The motion passes 7-0.

6. Approval Of Minutes

A. City Council Meeting Minutes - February 10, 2025

The minutes for the February 10, 2025 City Council Meeting were approved by the Huber Heights City Council as submitted.

7. Special Presentations/Announcements

A. Introduction Of New Deputy Clerk Of Council Mr. Adam Clevenger - Mr. Anthony Rodgers, MMC, Clerk Of Council

Mr. Anthony Rodgers presented the new Deputy Clerk of Council, Mr. Adam Clevenger, to Council.

Mr. Clevenger thanked Council for this opportunity with the City of Huber Heights. He promised to learn all that he could from Mr. Rodgers to better serve Council as he grows in the position.

8. Citizens Comments - Agenda Items

There were no comments on agenda items from citizens.

0. City Manager Report

Mr. John Russell said that he wished to congratulate Mr. Ma'Chon Minnifield on his transfer from the Zoning Division to a full-time Dispatcher position with the Police Division. He stated that February 15, 2025 was School Resource Officer (SRO) Appreciation Day and he wanted to thank Officers Reckner, Cahill, and Elliott for outstanding service. Mr. Russell said that he also wanted to recognize Lieutenant. Brandon Fraley and Firefighter/Paramedic Corey Gebhart of the Huber Heights Fire Division who, as part of Ohio Task Force One, took part in flood relief and rescue efforts from February 15-21, 2025 in Kentucky. He also wanted to remind Huber Heights residents that the City is offering free assistance with tax filing through the Tax Division. He said that all tax appointments must be scheduled by either calling the Tax Division or by completing an application through the online portal on the City's website.

9. Pending Business

- A. An Ordinance To Approve An Economic Development Plan For The Canal Heights Development Project And To State That The City May Hereafter Proceed With Creation Of Tax Increment Financing Incentive Districts.
(second reading)

Mr. Russell stated that this item was at the second reading and he asked that it be adopted.

Mayor Jeff Gore made a motion to adopt; Mrs. Byrge seconded the motion. On a call of the vote, Mrs. Byrge, Mayor Gore, Mr. Aikens, Mr. Looney, Mr. Webb, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion passes 7-0.

10. New Business

CITY COUNCIL
Anthony C. Rodgers, Clerk Of Council

- A. A Motion To Reappoint Rachael Aikens, Ron Eifert (Special Liaison), And Dennis Snider To The Parks And Recreation Board For A Term Ending March 31, 2028.

Mr. Rodgers stated this item is for reappointments for members of the Parks and Recreation Board. He said where appropriate, the necessary updated background checks on these individuals have been processed by Human Resources.

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

Mrs. Byrge made a motion to adopt; Mr. Looney seconded the motion. On a call of the vote, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, Mr. Webb, Mr. Davidson, Ms. Baker, and Mrs. Byrge voted yea; none voted nay. The motion passes 7-0.

- B. A Motion To Direct The Clerk Of Council To Respond To The Ohio Division Of Liquor Control With No Objections In Reference To New Liquor Permit #5067074 For Hampton Inn At 5588 Merily Way, Huber Heights, Ohio 45424.

Mr. Rodgers stated this agenda item was discussed at the February 18, 2025 Council Work Session. He said that this liquor permit application for the Hampton Inn at 5588 Merily Way has been reviewed by both the Police Division and Fire Division without objection.

Mr. Davidson made a motion to adopt; Mr. Looney seconded the motion. On a call of the vote, Mr. Aikens, Mr. Looney, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, and Mayor Jeff Gore voted yea; none voted nay. The motion passes 7-0.

- C. A Motion To Direct The Clerk Of Council To Respond To The Ohio Division Of Liquor Control With No Objections In Reference To New Liquor Permit #9792019 For Hidden Heights Campground Resort At 8121 Old Troy Pike, Huber Heights, Ohio 45424.

Mr. Rodgers stated this agenda item was for a new liquor permit for Hidden Heights Campground Resort at 8121 Old Troy Pike. He said there were no objections from the Police Division or Fire Division to this liquor permit application.

Mr. Webb made a motion to adopt; Mr. Davidson seconded the motion. On a call of the vote, Mr. Looney, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Jeff Gore, and Mr. Aikens voted yea; none voted nay. The motion passes 7-0.

- D. A Motion To Appoint Don Millard And Aaron Sorrell To The Huber Heights Housing Council For A Term Ending May 1, 2028.

Mr. Rodgers stated this agenda item had not been discussed at the February 18, 2025 City Council Work Session, which is atypical. He explained that the Huber Heights Housing Council is an internal body of City Staff that reviews and approves continuing CRA's and tax exemptions. Mr. Rodgers said that in preparation for the 2025 Huber Heights Housing Council Meeting, it was determined that the membership of this body had not been reappointed and terms had expired. He stated this agenda item is to correct these issues and to assure a full contingent of membership so that the Huber Heights Housing Council can conduct business.

Mrs. Byrge made a motion to adopt; Mr. Webb seconded the motion. On a call of the vote, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, and Mr. Looney voted yea; none voted nay. The motion passes 7-0.

- E. An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 20; And Repealing Ordinances And Resolutions In Conflict Therewith.
(first reading)

Mr. Rodgers stated this agenda item is brought routinely before Council on a quarterly basis to adopt updates to the Huber Heights City Code. He said that this item represents Supplement 20, which covers the third quarter of 2024, as well as the updates to the City Charter that were passed as part of the City Charter Amendments approved at the November 5, 2024 election. He said this item could be moved to a second reading. He said appropriate legal notice had been given as to the publication of Supplement 20.

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

ADMINISTRATION
John Russell, City Manager

- F. An Ordinance Authorizing Transfers Between Various Funds Of The City Of Huber Heights, Ohio And Amending Ordinance No. 2024-O-2676 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2025 And Ending December 31, 2025.
(first reading)

Mayor Gore said the Council Work Session recommendation was to waive the second reading and to adopt this item.

Mr. Webb made a motion to waive the second reading; Mr. Davison seconded the motion. On a call of the vote, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, and Mr. Webb voted yea; none voted nay. The motion passes 7-0.

Mr. Looney made a motion to adopt; Mr. Webb seconded the motion. On a call of the vote, Ms. Baker, Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, Mr. Webb, and Mr. Davidson voted yea; none voted nay. The motion passes 7-0.

- G. A Resolution To Increase The Not To Exceed Amount For Secure Cyber Defense For Additional Information Technology (IT) Services For The City In Calendar Year 2025.
(first reading)

Mr. Russell stated this agenda item was discussed at the Executive Session at the February 18, 2025 Council Work Session and was in response to a cost update from Information Technology (IT) Director Dave Warren regarding the City's cybersecurity expenses for 2025.

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

Mrs. Byrge made a motion to adopt; Mr. Davidson seconded the motion.

Mr. Webb stated that he was pleased with the way the City has improved its cybersecurity and he asked Mr. Russell to pass his compliments on to the IT Department.

On a call of the vote, Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, Mr. Webb, Mr. Davidson, and Ms. Baker voted yea; none voted nay. The motion passes 7-0.

- H. A Resolution Authorizing The City Manager To Solicit, Advertise, And Receive Bids From Qualified Firms For The Furniture, Fixtures And Equipment (FF&E) At The Richard F. Shomper City Governance Center.
(first reading)

Mr. Russell stated that this item was to authorize the solicitation of bids for office furniture, storage cabinets, chairs, conference tables, and other equipment needed for the interior of the new City Governance Center.

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

Mr. Aikens made a motion to adopt; Mr. Looney seconded the motion. On a call of the vote, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, Mr. Webb, Mr. Davidson, Ms. Baker, and Mrs. Byrge voted yea; none voted nay. The motion passes 7-0.

- I. A Resolution Creating A Special Tap-In District For The Provision Of Water To Certain Existing Un-Serviced Properties.
(first reading)

Mr. Russell said as City Engineer Russ Bergman and Assistant City Manager Aaron Sorrell had presented, this agenda item is regarding the extension of water service in the Bellefontaine Road area and the creation of a Tap-In District for the provision of water to certain un-serviced properties in this area.

Mayor Jeff Gore made a motion to adopt; Mr. Webb seconded the motion. On a call of the vote, Mr. Aikens, Mr. Looney, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, and Mayor Jeff Gore voted yea; none voted nay. The motion passes 7-0.

- J. A Resolution Authorizing The City Manager To Award A Contract For The Construction And Renovation Of Fire Station 23.
(first reading)

Mr. Russell reminded Council that this agenda item is the bid award to Brumbaugh Construction as the lowest and best bidder at a cost not to exceed \$2,560,000 for the renovation and construction of Fire Station 23.

Mr. Rodgers stated this legislation needed to be amended. He informed Council that when the meeting packet was distributed to the public, the bid opening meeting had not yet taken place. He stated there is an amendment to add the vendor and the amount of the contract award to the legislation

Mayor Jeff Gore stated the Council Work Session recommendation was to amend the legislation and then to adopt the legislation.

Mr. Davidson made a motion to amend the legislation to add add the vendor and the amount of the contract award ; Mrs. Byrge seconded the motion. On a call of the vote, Mr. Looney, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Jeff Gore, and Mr. Aikens voted yea; none voted nay. The motion passes 7-0.

Mr. Webb made a motion to adopt; Mr. Looney seconded the motion. On a call of the vote, Mr. Webb, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, and Mr. Looney voted yea; none voted nay. The motion passes 7-0.

- K. A Resolution Authorizing The City Manager To Solicit Bids For Services Related To The Maintenance, Repair, And Minor Construction Of Traffic Signals And Outdoor Decorative Lighting.
(first reading)

Mr. Russell stated this agenda item was regarding the City's regular maintenance contract for traffic signal and decorative light maintenance.

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

Mrs. Byrge made a motion to adopt; Mr. Davidson seconded the motion. On a call of the vote, Mr. Davidson, Ms. Baker, Mrs. Byrge, Mayor Jeff Gore, Mr. Aikens, Mr. Looney, and Mr. Webb voted yea; none voted nay. The motion passes 7-0.

11. Citizens Comments - General

Ms. Julie Reese of Bethel Township in Miami County asked for a meeting between the Huber Heights City Council and Bethel Township in order to take an annexation agreement through to completion. She stated Mayor Jeff Gore and several other Councilmembers have expressed an interest in discussing an annexation agreement and placing a moratorium on future annexation in Bethel Township. She stated that she contacted City Manager John Russell and the City's attorneys, but she has been unable to secure a date and time for a meeting. She said that she wanted a meeting to be scheduled immediately to arrange an annexation agreement regarding future annexation of Bethel Township.

12. City Official Reports And Comments

Mr. Davidson asked Council if a joint meeting had been scheduled with Council and the Huber Heights City Schools Board Of Education.

Mr. Rodgers stated that the Huber Heights School Superintendent had requested that any joint meeting be moved to the beginning of 2025, and that he was looking to schedule a meeting soon. He said he would inform Council of any updates regarding the joint meeting in the near future.

Mr. Davidson stated that any new information would be helpful with the upcoming school levy.

Mrs. Byrge thanked the Public Works Division for keeping the streets clean and people safe during the winter.

Mr. Webb said that he recently attended a trivia contest at the Huber Heights YMCA and that it was very well executed. He stated that the YMCA treats the seniors very well and it is a tremendous resource to the City.

13. Executive Session

There was no need for an Executive Session.

14. Adjournment

Mayor Jeff Gore adjourned the Regular Session City Council Meeting at 6:26 p.m.

Clerk of Council

Date

Mayor

Date

AI-10639

Special Presentations/Announcements A.
Police

City Council Meeting

Meeting Date: 03/10/2025

Presentation Of Newly Hired/Promoted Employees - Police Division

Submitted By: Maria Beisel

Department: City Manager

Council Committee Review?: None

Division: Police

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Presentation Of Newly Hired/Promoted Employees Within The Police Division – Police Chief Mark Lightner And Mayor Jeff Gore

Purpose and Background

Police Chief Mark Lightner will provide a short bio and introduction of all Police Division employees hired or promoted in 2024 to the City Council and the public.

POLICE OFFICERS

1. Drew Metzger
2. Rylan Dilbeck
3. Dylan Oney
4. Darin Dalton

DISPATCHERS

1. Grace Kisse
2. Emily Ledbetter

PROMOTIONS

1. David Culver - Police Sergeant
2. Heather Flora - Communications/Records Supervisor

Fiscal Impact

Source of Funds: NA

Cost: NA

Recurring Cost? (Yes/No): NA

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

Financial Implications:

NA

Attachments

No file(s) attached.

AI-10726

City Manager Report 7.

City Council Meeting

Meeting Date: 03/10/2025

City Manager Report

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: SmartBoard

Legal Review: Not Needed

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-10684

Pending Business A.

City Council Meeting

City Council

Meeting Date: 03/10/2025

City Code - Supplement 20 - Adopting Ordinance

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 02/18/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 20; And Repealing Ordinances And Resolutions In Conflict Therewith.
(second reading)

Purpose and Background

This ordinance is to adopt Supplement 20 to the City Code for the period of July 1, 2024 to September 30, 2024. Appropriate legal notice of this ordinance has been advertised as required by the Huber Heights City Charter.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AND/OR RESOLUTIONS AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CITY CODE OF HUBER HEIGHTS, OHIO; PROVIDING FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED CITY CODE AS SUPPLEMENT 20; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Municipal Code Corporation has completed its updating and revision of the City Code of Huber Heights, Ohio within Supplement 20; and

WHEREAS, certain provisions within the City Code of Huber Heights, Ohio were changed to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various resolutions and/or ordinances of a general and permanent nature have been passed by the City Council which should be included in the City Code of Huber Heights, Ohio.

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

Section 1. The resolutions and/or ordinances of the City of Huber Heights, Ohio, of a general and permanent nature, as edited, revised, codified and re-codified, rearranged and consolidated into component codes, titles, chapters and sections within Supplement 20 to the City Code of Huber Heights, Ohio for the period of July 1, 2024 to September 30, 2024, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted.

Section 2. The provisions within the City of Huber Heights Code that mirror provisions as contained in the Ohio Revised Code as set forth within Supplement 20 to the City Code of Huber Heights, Ohio for the period of July 1, 2024 to September 30, 2024, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted to conform with current State law.

Section 3. All ordinances and resolutions or parts thereof that are in conflict or inconsistent with any provision of the new matter adopted in Section 1 or 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

(a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to September 30, 2024.

Section 4. Pursuant to Section 5.08(B) of the Huber Heights City Charter, the Clerk of Council shall cause a notice of this proposed adopting Ordinance to be published one time in a newspaper of general circulation in the City at least seven days prior to adoption and no further publication shall be necessary. Such publication shall constitute sufficient notice of all new material contained therein.

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

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

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10725

**New Business A.
City Council**

City Council Meeting

Meeting Date: 03/10/2025

Planning Commission Appointment - M. Shomper/L. Johnson

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 02/26/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Motion To Appoint Larry Johnson To The Planning Commission To A Term Ending On January 31, 2028 Effective March 12, 2025 And To Appoint Matthew Shomper To The Planning Commission To A Term Ending On January 31, 2030 Effective March 10, 2025.

Purpose and Background

The City Council interviewed five (5) applicants for Planning Commission vacancies and recommended the appointment of Larry Johnson to the Planning Commission for a term ending January 31, 2028 and the appointment of Matthew Shomper to the Planning Commission for a term ending January 31, 2030. Background checks on Mr. Johnson and Mr. Shomper were not necessary due to the recent nature of their appointments to other City boards and commissions.

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 - L. Johnson

Application - M. Shomper



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

BOARD OR COMMISSION APPLIED FOR:

PLANNING Commission

DATE APPLIED:

03 Feb 2025

<i>Johnson II</i>	<i>LARRY</i>	<i>Lee</i>
Last Name	First Name	Middle Name
<i>6637 Charlesgate Rd.</i>	<i>Huber Heights</i>	<i>OH</i>
Address	City	State
		<i>45424</i>
<i>937-825-3316</i>	<i>ljohnson2@outlook.com</i>	
Phone Number	Email Address	

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	<i>Henderson County High School</i>	<i>High school diploma</i>
COLLEGE	<i>American Military University</i>	<i>BA- Intelligence Studies (Intelligence Analysis)</i>
GRADUATE SCHOOL	<i>American Military University</i>	<i>MA- Homeland Security (Counter-Terrorism Studies)</i>
OTHER (SPECIFY)	<i>NCOA, SNCOA (Correspondance) FSA</i>	<i>Military studies, leadership, conflict, mgt., managerial, Human Resource Mgt.</i>

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
<i>Chair, Veterans Employee Resource Group (VERG)</i>	<i>06/2024- Present (Riverside Research)</i>
<i>Commissioner, Military and Veterans Commission</i>	<i>01/2023- Present</i>
<i>Trustee-at-Large- Fisher-Nightengale House</i>	<i>01/2023- Present</i>
<i>Veterans Resource Group- Member</i>	<i>10/2022- Present (Riverside Research)</i>
<i>Personnel Appeals Board</i>	<i>2020 - 01/2023 (?)</i>

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
Riverside Research	Intelligence Production Manager	10/2024- Present
Riverside Research	Technical Project Manager	10/2022 - 10/2024
SRC, Inc.	Intelligence Analyst	04/2018 - 10/2022
Azimuth Corporation	Industrial Based Intelligence Analyst	05/2013 - 04/2018

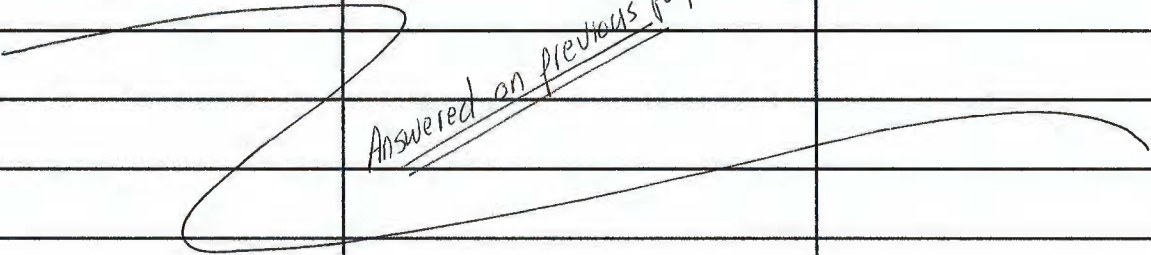
STATEMENT OF INTEREST

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

The reasons I would like to be considered for a position on the Planning Commission is multi-faceted. First, I want to serve on a Commission that will allow me to be more involved and have a more significant and impactful presence on both the citizens and city of Huber Heights.

Second, I want to learn more about the inner/outer workings of the city and how the thought processes driving the how's/why's of the city's decisions are designed and established. Third, I have future aspirations of serving on the Huber Heights City Council and feel gaining this "behind the scenes" knowledge and experience, together with connecting and communicating directly with the general public, might better position me to make this a reality. Finally, I want to give back to the citizens and local community in a meaningful and extraverted way versus the more introverted way that interaction is conducted serving on my current Commission. On that note, I am currently serving on the Military and Veterans Commission (MAVC) and previously

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
		

Answered on previous page

STATEMENT OF INTEREST

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

served on the city's Personnel Appeals Board. I enjoy serving and giving back to the community, especially the military/veteran community serving on the MAVC, but I believe my vast leadership/management experience, conflict management/reasoning abilities, and broad/diverse people skills would be beneficial and a perfect fit for a position on the Huber Heights Planning Commission. Please know if I am not selected for this position, I absolutely plan to continue my term serving on the MAVC and giving back to the community via that Commission. Thank you in advance for your time and consideration.

Respectfully,

Larry L. Johnson II

REQUIREMENTS AND APPLICANT STATEMENT

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

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

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

Are you a registered voter? ☒ Yes ☐ No

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

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

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

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

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

Signature

Date

03 Feb 2025

For Administrative Use:

Applicant Interview Date/Time: 02-26-2025 - 5:30 PM

Application Status:



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received - Clerk of Council
JAN 23 12:25 AM '05

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:

Planning Commission

DATE APPLIED:

Jan. 22, 2025

Shomper

Last Name

Matthew

First Name

Raymond

Middle Name

4096 Forestedge St.

Address

Tipp City

City

Ohio

State

45371

Zip Code

937-470-1817

Phone Number

mshomper70@gmail.com

Email Address

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	Wayne High School	H.S. Diploma
COLLEGE	Earlham College	Bachelor's Degree - Math
GRADUATE SCHOOL	Univ. of Cincinnati	Master's Degree - Ed Leadership
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
Huber Heights Masonic Lodge	2003 to Present
Five Rivers Saints Masonic RA	2023 to Present
Dayton Scottish Rite	2010 to Present
Huber Hts Charter Review Comm.	Feb 2024 - Jan 2025

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
Huber Hts. Schools	Teacher	Aug 2023 - Present
Dayton Public Schools	Teacher	Aug 2017 - July 2023
Lakefront Lines	Charter Bus Operator	June 2016 - Aug. 2017
Tipp City Schools	Athletic Director	Aug 2006 - June 2016
Springboro Schools	Teacher / Athletic Dir.	Aug 1998 - July 2006
Princeton Schools	Teacher	Aug 1993 - July 1998

STATEMENT OF INTEREST

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

I was born and raised in Wayne Township / Huber Heights. Growing up, I witnessed first-hand the birth of our wonderful city. My father, Richard F. Shomper, was a township trustee, was an integral part of the creation of our city and served as the first Mayor of Huber Heights. I observed the effort and care put forth by my father and others in creating the City of Huber Heights. If given the opportunity to serve Huber Heights on the Planning Commission, I will use that same effort and care in all my decisions. I have previously served Huber Heights as a member of the Comprehensive Development Plan Steering Committee and, most recently, as the Chairperson of the Charter Review Commission. I thoroughly enjoyed serving the city in those capacities and would love the opportunity to serve once again.

I am a 31-year educator (15 as a teacher and 16 as an administrator) with an exemplary track record in every position that I have held during my career. I have served for 2 years on the Board of Directors for the Ohio High School Athletic Association, served 8 years as an officer for the SW Ohio Athletic Directors Association, served 7 years as an officer for the Ohio Interscholastic Athletic Administrators Association, and served on the Board of Directors for the National Interscholastic Athletic Administrators Association. Given the various positions that I have held, I am well prepared and well qualified to serve our community as part of the Planning Commission.

I look forward to the opportunity to discuss my qualifications, and if selected, serving the residents of Huber Heights as a member of the Planning 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.

Wanda R. Shyer

Signature

Jan. 22, 2025

Date

For Administrative Use:

Applicant Interview Date/Time:

02-26-2025-6:00 PM

Application Status:

AI-10723

**New Business B.
City Council**

City Council Meeting

Meeting Date: 03/10/2025

Arts And Beautification Commission Appointments - M. Gwinn/M. Knickerbocker

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 03/04/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Motion To Appoint Melissa Gwinn And Mason Knickerbocker To The Arts And Beautification Commission To A Term Ending On June 30, 2028.

Purpose and Background

The City's interview panel recommends the appointment of Melissa Gwinn and Mason Knickerbocker to the Arts and Beautification Commission for a term ending June 30, 2028. Background checks on Ms. Gwinn and Mr. Knickerbocker were 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 - M. Gwinn

Application - M. Knickerbocker



6131 Taylorsville Road
Huber Heights, Ohio 45424
Phone: (937) 233-1423
Fax: (937) 233-1272
www.hhoh.org
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Application For City Boards And Commissions

Received - Clerk of Council
JAN 10 10 25 AM '25

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

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

BOARD OR COMMISSION APPLIED FOR:

Arts and Beautification Commission

DATE APPLIED:

1/9/2025

Gwinn

Last Name

Melissa

First Name

Kay

Middle Name

7411 Brandt Vista Ave., Huber Heights, OH 45424

Address

City

State

Zip Code

832-741-0847

Phone Number

mkgwinn@aol.com

Email Address

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	Brownsburg HS, Indiana	HS diploma
COLLEGE	Indiana State University	BS
GRADUATE SCHOOL	Indiana State University (MLS)	Masters (Library Science)
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
Southwest Artisan Society	~ 5 years 2006-2011
Fort Bend County Fair - Creative Arts Dept. Visual Arts	~ 2 years ~ 2009
Lone Star Art Guild	~ 1997
Madison Al. Street Festival (organized Parade)	~ 1994 - 1997
Girl Scouts Service Unit Manager; Troop Leader etc)	~ 1994 - 1996
Huntsville Obedience Club	

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
Dayton Metro Library	Branch Library Manager (Northmont)	8/1/21 - 1/1/25
Houston Public Library	Branch Library Manager	2003 - July 2009
Schafer Corp. - Alabama	Analyst	1997
New Technology		~ 1994 - 1996
Citicorp	Corporate	~ 1984 ~ 1986

STATEMENT OF INTEREST

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

Please see attached letter.

Greetings,

I have become aware of vacancies on the **Huber Heights Arts and Beautification Commission**. I would like to submit my application for consideration.

I have recently retired from a long career in managing libraries. I was a Library Branch Manager in public libraries for 22 years. In addition to managing the operations of the location: I did outreach to the community; and I developed/implemented library programs and community events. During that time, I've volunteered with various organizations while living in different parts of the country, and have worked along-side with many diverse volunteers.

Now that I'm retiring, I find that I can devote more time to do volunteer activities that I enjoyed. I was particularly involved in the visual arts. I was the treasurer and membership coordinator for the Southwest Artisan Society (SAS) in Richmond Texas. For SAS, I was on the team that coordinated several art exhibits. I did registration, set-up, hung art, ordered and hung ribbons, and attended openings. This club was affiliated with the Lone Star art Guild, which I participated in for the Regional Art Show by doing registration and exhibit set-up for one year. I also was one of a four-person team who organized the Visual Arts for the Creative Arts Department of the Fort Bend County Fair. I also judged children's artwork in a separate department. While living in Madison, Alabama I was heavily involved with Girl Scouts. I was a Service Unit Manager, a Troop Leader, an adult trainer and increased membership in my Service Unit.

I have been looking for volunteer opportunities since deciding to retire. I saw the need for a position on the Arts and Beautification Commission, so I thought I'd apply. Hopefully my assistance will be useful.

Thank you for your consideration.

Regards,

A handwritten signature in dark ink, appearing to read 'Melissa Gwinn', with a stylized, flowing script.

Melissa Gwinn
832-741-0847

REQUIREMENTS AND APPLICANT STATEMENT

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

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

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

Are you a registered voter? ☒ Yes ☐ No

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

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

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

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

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

Signature

Date

1/9/2025

For Administrative Use:

Applicant Interview Date/Time: _____

Application Status: _____



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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:

ARTS & BEAUTIFICATION COMMISSION

DATE APPLIED:

JAN. 17, 2025

Last Name

KNICKERBOCKER

First Name

MASON

Middle Name

SAY

Address

5911 LEYDEN LANE

City

HUBER HEIGHTS

State

OHIO

Zip Code

45424

Phone Number

(937) 674-2153

Email Address

MASON.KNICKERBOCKER@MYHHHS.ORG

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	BEAVERCREEK HIGH SCHOOL	DIPLOMA W/ HONORS
COLLEGE	WRIGHT STATE	SOCIAL SCIENCE EDUCATION, BA YOUTH & COMMUNITY ENGAGEMENT MINOR
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
BOY SCOUTS OF AMERICA	YOUTH 2015-2019 ADULT 2019-2020
COLLEGE DEMOCRATS	2022-2024 SECRETARY, PRESIDENT

REQUIREMENTS AND APPLICANT STATEMENT

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

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

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

Are you a registered voter? ☒ Yes ☐ No

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

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

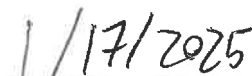
I hereby acknowledge that I, voluntarily and of my own free will, have applied for a volunteer position with the City of Huber Heights with the understanding that the City may use a variety of screening procedures to evaluate my qualifications and suitability for appointment. I have been advised that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

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

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



Signature



Date

AI-10724

**New Business C.
City Council**

City Council Meeting

Meeting Date: 03/10/2025

Culture And Diversity Citizen Action Commission Appointment - M. Honaker

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 03/04/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Motion To Appoint Mia Honaker To The Culture And Diversity Citizen Action Commission To A Term Ending On December 31, 2027.

Purpose and Background

The City's interview panel recommends the appointment of Mia Honaker to the Culture and Diversity Citizen Action Commission for a term ending December 31, 2027. A background check was processed on Ms. Honaker by Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Application - M. Honaker



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

Application For City Boards And Commissions

Received - Huber Heights
FEB 6 '25 PM 2:12

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: Culture And Diversity Citizen Action Commission	DATE APPLIED: 01/28/2025
--	------------------------------------

Honaker	Mia		
Last Name	First Name	Middle Name	
7261 Summerdale Dr.	Huber Heights	OH	45424
Address	City	State	Zip Code
937-694-0728	mia.honaker@wright.edu		
Phone Number	Email Address		

EDUCATION

	SCHOOL	COURSE OF STUDY OR DEGREE EARNED
HIGH SCHOOL	Wayne High School	High School Diploma
COLLEGE	Wright State University	Bachelor of Science in Organizational Leadership
GRADUATE SCHOOL	Wright State University	Master of Science in Leadership Development, Expected graduation date: April 2026
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
Asian American Council of Dayton	11/2005 to Present
City of Huber Heights Comprehensive Plan Committee	08/2022 to 02/2023
Huber Heights Culture & Diversity Citizen Action Commission	06/2021 to 02/2022
Ohio Consortium of Multicultural Centers in Higher Education	11/2005 to 05/2019

EMPLOYMENT HISTORY

NAME OF EMPLOYER	POSITION(S) HELD	DATES OF EMPLOYMENT
Wright State University	Coordinator of Inclusive Excellence Operations	11/2005 to Present
See attached resume for more detail in positions I have held at Wright State.		

STATEMENT OF INTEREST

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

[illegible]

REQUIREMENTS AND APPLICANT STATEMENT

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

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

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

Are you a registered voter? ☒ Yes ☐ No

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

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

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

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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.

Mia Honaker

Signature

01/28/2025

Date

For Administrative Use:

Applicant Interview Date/Time: _____

Application Status: _____

Mia Honaker

937-694-0728 | mnmhonaker95@gmail.com | www.linkedin.com/in/miahonaker

PROFILE

Accomplished administrative and programing coordinator with over 20 years of experience in creating and implementing inclusive excellence initiatives and programming, along with providing senior-level administrative support, in higher education. Proven track record in designing and executing programs that cultivate a strong sense of community and belonging. Highly skilled in managing complex projects, optimizing operations, and leading cross-functional teams to achieve organizational goals. Possesses exceptional interpersonal and organizational abilities, strong communication skills, and a proactive approach to problem-solving.

KEY SKILLS

- Event Planning
- Strategic Planning
- Budget Management
- Leadership Development
- Training Facilitation
- Advocacy and Mentoring
- Calendar Management
- Multi-tasking
- Detail Oriented
- Problem Solving
- Confidentiality
- Graphic Design Skills
- Grant Writing
- Microsoft Office Suite
- PeopleAdmin
- Banner System
- Chrome River

EDUCATION

Bachelor of Science in Organizational Leadership

12/2023

Wright State University, Dayton, OH

Master of Science in Leadership Development

Expected

Wright State University, Dayton, OH

Graduation: 04/2026

PROFESSIONAL EXPERIENCE

Coordinator of Inclusive Excellence Operations

07/2024 – Present

Wright State University, Division of Inclusive Excellence, Dayton, OH

- Develop and Facilitate division-level events, programming, and training sessions, ensuring alignment with organizational goals.
- Manage special projects, from defining objectives and scope to delivering results, serving as the division's project manager.
- Prepare and distribute internal communications, collaborating with stakeholders to ensure consistent messaging and timing.
- Create and conduct inclusive excellence training for students, staff, faculty, and external stakeholders.
- Coordinate divisional onboarding processes, including new hire training, documentation, and orientation materials.
- Author clear and compelling grant proposals to secure funding for division initiatives.

- Provide administrative support to the Vice President, including preparing executive reports and progress updates for the President's Council and Board of Trustees.
- Maintain divisional budgets and monetary transactions, ensuring financial accuracy and compliance.
- Hire, train, and supervise student workers, ensuring their alignment with division goals.
- Represent the Division of Inclusive Excellence in staff and project team meetings, follow up on outcomes, and track resulting activities and projects.
- Maintain departmental policies, operating procedures, and the division's website.

Teaching Assistant

05/2023 – 07/2023

Wright State University, Organizational Leadership Program, Dayton, OH

- Assisted in the development and implementation of lesson plans, providing academic support to students in introduction to leadership.
- Facilitated discussions, fostering a collaborative learning environment and enhancing student engagement.
- Graded assignments and exams, providing constructive feedback to support student growth and academic performance.
- Prepared and organized instructional materials.
- Conducted review sessions to help students prepare for exams and improve their grasp of key concepts.

Administrative Assistant to the Vice President for Inclusive Excellence

06/2021 – 07/2024

Wright State University, Division of Inclusive Excellence, Dayton, OH

- Provided senior-level support for projects, ensuring successful execution and alignment with division goals.
- Assisted the Vice President and division in planning and developing key programs.
- Managed the Vice President's calendar and coordinated travel arrangements.
- Designed communication materials for presentations, events, and marketing initiatives.
- Maintained the division's budget and prepared detailed expense reports.
- Coordinated search committees and oversaw new employee onboarding processes.

Interim Associate Director

05/2019 – 05/2021

Wright State University, Office of Latinx, Asian and Native American Affairs, Dayton, OH

- Developed and implemented programs and services aimed at increasing the recruitment and retention of Latino, Asian, and Native American students.
- Counseled and advised students, faculty, staff, alumni, and community leaders on academic and personal development matters.
- Provided strategic guidance to university leadership on initiatives targeting the Latino, Asian, and Native American campus communities.
- Managed the departmental budget and spearheaded fundraising efforts to support programmatic goals and resources.
- Supervised and mentored student staff and graduate assistants, fostering their professional growth and ensuring effective team collaboration.

Administrative Support Coordinator**11/2005 – 05/2019***Wright State University, Office of Latinx, Asian and Native American Affairs, Dayton, OH*

- Assisted in the planning, organizing, and execution of center events and programs, ensuring successful outcomes and high participant engagement.
- Monitored, reconciled, and maintained budget expenses, ensuring financial accuracy and adherence to allocated resources.
- Developed and designed marketing and promotional materials for the center, events, and student organizations to enhance visibility and attendance.
- Coordinated and scheduled meetings, appointments, and travel arrangements for professional staff and student leaders, facilitating smooth operations and efficient time management.

Divisional Office Manager**10/2000 – 11/2005***Specialized Alternatives for Families and Youth (SAFY) of Dayton, West Carrollton, OH*

- Piloted a new program for the Magellan Reporting System, contributing to system improvements and efficient data management.
- Transcribed recordings for on-site therapists, ensuring accurate and timely documentation of therapeutic sessions.
- Maintained and organized client files, ensuring all records were up-to-date and easily accessible.
- Managed and documented foster parent training and certification, ensuring compliance with relevant standards and requirements.
- Facilitated de-escalation training for foster parents, equipping them with skills to handle challenging situations effectively.

PROFESSIONAL & COMMUNITY INVOLVEMENT

Staff Senate**07/2020 – Present**

Treasurer, Wright State University

Asian American Council of Dayton**11/2005 – Present**

Secretary

Bias Incident Reporting Team (BIRT)**06/2022 – Present**

Co-Chair, Wright State University

Title IX Investigator**10/2023 - 12/2025**

Wright State University

Comprehensive Plan Committee**08/2022 – 02/2023**

Committee Member, City of Huber Heights

Culture & Diversity Citizen's Action Commission**06/2021 – 02/2022**

Commissioner, City of Huber Heights

WORDBridge Now, LLC
Advisory Board Member

01/2021 – 06/2021

Ohio Consortium of Multicultural Centers in Higher Education (OCMCHE) **11/2005 – 05/2019**
Executive Board Member, Wright State University

TRAININGS & CONFERENCES

- Wright State University:
 - Exceptional Service Training
 - Title IX Investigator Training
 - Run, Hide, Fight Training
 - Search Committee Training
 - GrantForward Workshop
 - Information Security Awareness Training
 - Environmental Health and Safety Training
 - Hazing Prevention 101
 - Red Flags Training
- Ohio State University's Kirwin Institute's Implicit Bias Module Series
- The University of South Florida Muma College of Business' Diversity, Equity and Inclusion in the Workplace Certificate
- National Conference on Race and Ethnicity in Higher Education
- Ohio State University's National Conference on Diversity, Race, & Learning
- University of Pittsburgh Diversity Forum
- SOCHE What's Next DEI Conference
- OCMCHE Fall and Spring Conference
- ACE Women's Network Leadership Conference

AWARDS & RECOGNITION

Student Leadership Awards, Advisor of the Year Nomination Division of Student Affairs, Wright State University	04/2023 & 04/2024
Employee Shout Out, Customer Service Division of Student Affairs, Wright State University	02/2024
Katie Deedrick Above and Beyond Award Division of Student Affairs, Wright State University	05/2018
President' Award for Excellence in Service Office of the President, Wright State University	07/2017
Wright Stuff Award Division of Multicultural Affairs and Community Engagement, Wright State University	08/2014

AI-10722

**New Business D.
City Council**

City Council Meeting

Meeting Date: 03/10/2025

City Code - Supplement 21 - Adopting Ordinance

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council **Date(s) of Committee Review:** 03/04/2025
Work
Session

Audio-Visual Needs: None **Legal Review:** Not Needed

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

An Ordinance Approving The Editing And Inclusion Of Certain Ordinances And/Or Resolutions As Parts Of The Various Component Codes Of The City Code Of Huber Heights, Ohio; Providing For The Adoption And Publication Of New Matter In The Updated And Revised City Code As Supplement 21; And Repealing Ordinances And Resolutions In Conflict Therewith.
(first reading)

Purpose and Background

This ordinance is to adopt Supplement 21 to the City Code for the period of October 1, 2024 to December 31, 2024. Appropriate legal notice of this ordinance has been advertised as required by the Huber Heights City Charter.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AND/OR RESOLUTIONS AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CITY CODE OF HUBER HEIGHTS, OHIO; PROVIDING FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED CITY CODE AS SUPPLEMENT 21; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Municipal Code Corporation has completed its updating and revision of the City Code of Huber Heights, Ohio within Supplement 21; and

WHEREAS, certain provisions within the City Code of Huber Heights, Ohio were changed to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various resolutions and/or ordinances of a general and permanent nature have been passed by the City Council which should be included in the City Code of Huber Heights, Ohio.

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

Section 1. The resolutions and/or ordinances of the City of Huber Heights, Ohio, of a general and permanent nature, as edited, revised, codified and re-codified, rearranged and consolidated into component codes, titles, chapters and sections within Supplement 21 to the City Code of Huber Heights, Ohio for the period of October 1, 2024 to December 31, 2024, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted.

Section 2. The provisions within the City of Huber Heights Code that mirror provisions as contained in the Ohio Revised Code as set forth within Supplement 21 to the City Code of Huber Heights, Ohio for the period of October 1, 2024 to December 31, 2024, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted to conform with current State law.

Section 3. All ordinances and resolutions or parts thereof that are in conflict or inconsistent with any provision of the new matter adopted in Section 1 or 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

(a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2024.

Section 4. Pursuant to Section 5.08(B) of the Huber Heights City Charter, the Clerk of Council shall cause a notice of this proposed adopting Ordinance to be published by posting the notice for at least ten (10) days prior to Council's adoption on the City's website and in not less than three (3) public places within the City and no further publication shall be necessary. Such publication shall constitute sufficient notice of all new material contained therein.

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

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

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10711

**New Business E.
City Council**

City Council Meeting

Meeting Date: 03/10/2025

Canal Heights TIF District - Public Hearing

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council **Date(s) of Committee Review:** 03/04/2025
Work
Session

Audio-Visual Needs: None **Legal Review:** Not Needed

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

A Public Hearing Scheduled For March 10, 2025 By The Huber Heights City Council Pursuant To Ohio Revised Code Section 5709.40(A)(5)(f). The Developer Of The Incentive Districts Shown On The Attached Maps Intends To Develop A Residential Subdivision With Up To 283 Single-Family Homes Within The City In Order To Increase Available Housing Options Within The City. The Incentive Districts Shown On The Attached Maps Are Less Than 300 Acres In Size And Have A Continuous Boundary. The Overlays, As Defined In Ohio Revised Code Section 5709.40(A)(6) And Shown On The Attached Maps, Are Less Than 300 Acres In Size And Are Square Or A Rectangle Having Two Sides That Are Not More Than Twice The Length Of The Smaller Sides.

Purpose and Background

This public hearing is required under the Ohio Revised Code to allow affected property owners to object to inclusion within the proposed TIF districts. Notice of the public hearing was sent to the property owners on January 31, 2025. An overview map of the proposed incentive districts is attached.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

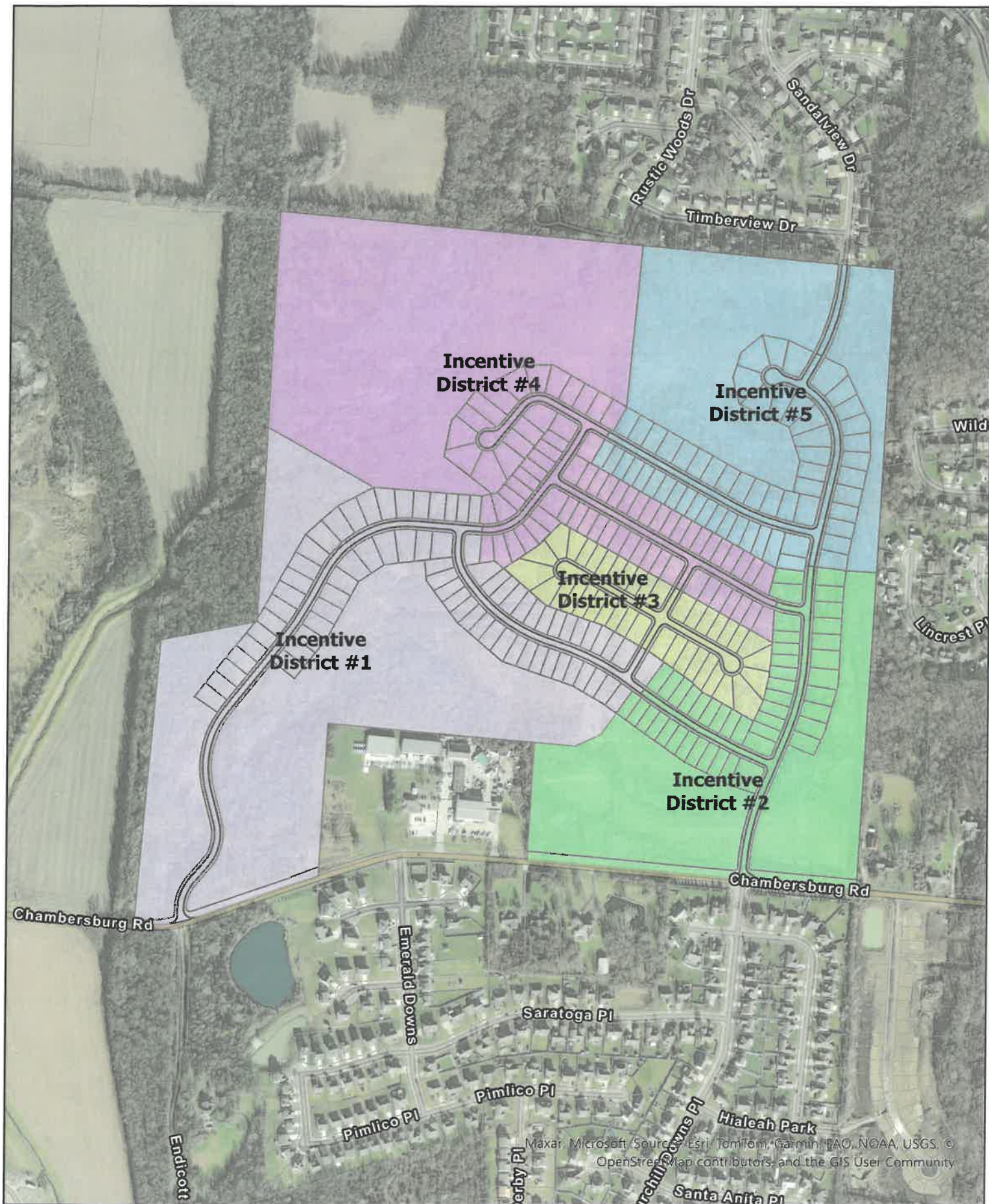
Recurring Cost? (Yes/No): N/A

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

Financial Implications:

Attachments

Proposed TIF Incentive Districts



Canal Heights Incentive Districts - Overview

0 250 500 1,000
Feet



AI-10718

City Council Meeting

**New Business F.
City Manager**

Meeting Date: 03/10/2025

Economic Development Director - Appointment

Submitted By: Katie Knisley

Department: City Manager **Division:** Human Resources

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 03/04/2025

Audio-Visual Needs: None **Legal Review:** Not Needed

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Appoint Jason Antonick As Economic Development Director.
(first reading)

Purpose and Background

This legislation approves the appointment of Jason Antonick as the Economic Development Director for the City of Huber Heights.

Fiscal Impact

Source of Funds: Economic Development Budget

Cost: \$90,431

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO APPOINT JASON ANTONICK AS ECONOMIC DEVELOPMENT DIRECTOR.

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

WHEREAS, the City Manager desires to appoint Jason Antonick to the position of Economic Development Director, with Council's approval, effective February 24, 2025; and

WHEREAS, the City Manager appoints Jason Antonick at a salary within the limits described in Resolution No. 2025-R-7509; and with certain benefits, as agreed upon between the City Manager and Jason Antonick within the limits of benefits offered to all employees of the City of Huber Heights.

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

Section 1. The City Manager is hereby authorized to appoint Jason Antonick as Economic Development Director effective February 24, 2025.

Section 2. The City Manager is hereby authorized to offer Jason Antonick, salary and benefits consistent with existing Resolution No. 2025-R-7509 and within the limits of benefits and pay offered to all City employees.

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

Section 4. That 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 _____, 2025;
____ Yeas; ____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10717

**New Business G.
City Manager**

City Council Meeting

Meeting Date: 03/10/2025

Huber Heights Community Improvement Plan (CIC)

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council **Date(s) of Committee Review:** 03/04/2025
Work
Session

Audio-Visual Needs: None **Legal Review:** Completed

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

A Resolution To Appoint City Representatives To The Community Improvement Corporation Of Huber Heights (CIC) Board Of Trustees.
(first reading)

Purpose and Background

The Law Director has recommended that Council appoint new members to the Community Improvement Corporation Of Huber Heights (CIC). The CIC is active and is current with all legally required filings in place. However, given City Staff and Council turnover, the City representatives on the CIC must be formally appointed by the City Council by a resolution. The CIC Code Of Regulations requires that at least three City representatives be appointed to the CIC Board. Historically, those representatives have been the City Manager, the Finance Director, and the Economic Development Director. In addition, the City has appointed a non-voting City Staff member to the CIC as the Executive Director. In this case, the Law Director recommends that Council appoint John Russell, Jim Bell, and Jason Antonick as voting members of the CIC Board and Alex Zaharieff as the CIC Executive Director. The current CIC Code Of Regulations also allows the appointment of a minimum of three (3) CIC Board Members and up to a maximum of ten (10) CIC Board Members. For this reason, the Law Director further recommends that the Mayor and one other Councilmember be appointed to the CIC Board. There are currently two citizen CIC Board Members who are still active on the CIC Board, Pam Whited and Gary Swords.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

TO APPOINT CITY REPRESENTATIVES TO THE COMMUNITY IMPROVEMENT CORPORATION OF HUBER HEIGHTS (CIC) BOARD OF TRUSTEES.

WHEREAS, the Community Improvement Corporation of Huber Heights (the “CIC”) is governed by a Board Of Trustees appointed by the City Council pursuant to Ohio Revised Code and the CIC Code Of Regulations; and

WHEREAS, City officials who previously were appointed to the CIC Board Of Trustees are no longer affiliated with the City and certain CIC Board Of Trustees positions are vacant for that reason; and

WHEREAS, the City Council is now appointing City representatives to serve on the CIC Board Of Trustees to fill any vacancies.

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

Section 1. The City Council hereby appoints John Russell, City Manager; James Bell, Finance Director; and Jason Antonick, Economic Development Director; to the Community Improvement Corporation Of Huber Heights (CIC) Board Of Trustees.

Section 2. The City Council hereby appoints Mayor Jeff Gore and Councilmember Mark Campbell to the CIC Board Of Trustees as City Council representatives.

Section 3. The City Council hereby appoints Alex Zaharieff as the CIC Executive Director. The Executive Director shall have no voting rights pursuant to the CIC Code Of Regulations.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10716

**New Business H.
City Manager**

City Council Meeting

Meeting Date: 03/10/2025

Creekside Woods - Development Agreement

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council **Date(s) of Committee Review:** 03/04/2025
Work
Session

Audio-Visual Needs: None **Legal Review:** In Process

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

A Resolution Authorizing The Execution Of A Development Agreement With GreyFoxCreekside, LLC For The Creekside Woods Development Project.
(first reading)

Purpose and Background

This legislation authorizes the City Manager to execute a development agreement with GreyFoxCreekside LLC, to develop a 159-unit, for-sale, townhome community near the terminus of Charlesgate Road. The development will be constructed in two phases. Phase One consists of 78 units, and Phase Two will consist of 81 units. The anticipated average sales price is \$305,000 per home. The proposed development agreement authorizes the issuance of revenue bonds secured by the developer to offset a portion of the public infrastructure costs, mainly water and sewer utilities. The developer anticipates beginning construction in 2025 with Phase One completed by July, 2027 and Phase Two completed by December, 2028.

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:

This development agreement authorizes the issuance of revenue bonds secured by the developer, through a 15-year CRA with minimum service payments equal to the required debt service. The site is located within the Montgomery County TIF district.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH
GREYFOXCREEKSIDE, LLC FOR THE CREEKSIDE WOODS DEVELOPMENT PROJECT.

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

WHEREAS, the Agreement provides for the development of approximately 25.6 acres of real property located on Charlesgate Road identified as Montgomery County Parcel Number P70 01924 0003; and

WHEREAS, the Developer proposes to construct approximately 159 units of for-sale, townhome-style 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 the issuance of 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 and the GreyFoxCreekside, LLC, attached hereto as Exhibit A, providing for the construction of approximately 159 units of for-sale, townhome-style housing 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 development 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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A
DEVELOPMENT AGREEMENT

by and between

CITY OF HUBER HEIGHTS, OHIO

and

GREYFOX CREEKSIDE LLC

relating to

MULTI-FAMILY RESIDENTIAL DEVELOPMENT

dated as of

_____, 2025

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DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2025 (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 GreyFoxCreekside LLC, an Ohio 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 159 zero-lot line residential lots (the “**Development Project**”), which is expected to facilitate the construction of 159 townhome 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. 93-R-1347 on November 8, 1993 (the “**Original CRA Resolution**”), which was subsequently amended by the adoption of Resolution No. 2021-R-7035 on September 13, 2021 (the “**First Amending CRA Resolution**”) together with the Original 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 #6**”) within the meaning of the CRA Statute and provided that qualifying structures constructed within CRA #6 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

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

. As used herein:

“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 Ryan Sommers, in the capacity as (GreyFoxCreekside, LLC) 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 fifteen percent (115%).

“CRA #6” means the City’s Community Reinvestment Area #6 which was created pursuant to the CRA Resolution.

“CRA Resolution” means, collectively, Resolution No. 93-R-1347, adopted by City Council on November 8, 1993, and Resolution No. 2021-R-7035, adopted by City Council on September 13, which created CRA #6 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 #6 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:

GreyFoxCreekside LLC
Attention: Ryan Sommers
6161 Oak Tree Boulevard, Suite 250
Independence, OH 44131
Telephone: (440) 669-5040
Email: ryan.sommers@greyfoxre.com

With copies to:

GreyFoxCreekside LLC
Attention: Drew Cook
6161 Oak Tree Boulevard, Suite 250
Independence, OH 44131
Telephone: (919) 210-9763
Email: drew.cook@greyfoxre.com

GreyFoxCreekside LLC
Attention: Jacob Shields
6161 Oak Tree Boulevard, Suite 250
Independence, OH 44131
Telephone: (330) 618-5692
Email: jacob.shields@greyfoxre.com

GreyFoxCreekside LLC
Attention: Alex Previts

6161 Oak Tree Boulevard, Suite 250
Independence, OH 44131
Telephone: (216) 469-7005
Email: alex.previts@greyfoxre.com

Taft Stettinius & Hollister LLP
Attention: Chris L Connelly
41 S. High Street, Suite 1800
Columbus, Ohio 43215-6106
Email: cconnelly@taftlaw.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 Payments and which Payment related to a tax year in respect of which a CRA Exemption also applied 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.

. 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.

. 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

. 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.

. 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.

. 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

. 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 _____, 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.

. 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 Ohio.

(b) It is not in violation of or in conflict with any provisions of the laws of the State of Ohio, 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 Ryan Sommers, in his capacity as GreyFoxCreekside, LLC for the Developer, without a duty to investigate.

(END OF ARTICLE III)

ARTICLE IV

DEVELOPMENT PROJECT

. The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, finance and construct, or cause to be designed, financed and constructed, the 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.

(a) General. The Parties acknowledge and agree that the Development Project is expected to be completed in two (2) separate Phases. The Phases are expected to be completed as follows:

(i) Phase 1 will consist of 78 single-family residential lots with an anticipated average sales price of \$305,000 per residence and with final buildout completions beginning on or about July, 2027,

(ii) Phase 2 will consist of 81 single-family residential lots with an anticipated average sales price of \$305,000 per residence and with final buildout completions beginning on or about December, 2028,

(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 \$41 million upon completion of all Phases.

. 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.

. 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.

. 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.

. 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.

. 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.

. 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.

. 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.

. 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

. 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.

. 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.

. 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) through (iv) of the preceding sentence. The City acceptance of the Public Improvements does not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.4(q).

(f) Extensions of Time. If the Developer or the City is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed will be extended for such time as is commercially reasonable under the circumstances for such Phase.

(g) Construction Documents. The Developer is causing to be prepared the working drawings, plans and specifications that are necessary to be prepared in connection with the Work (collectively, the "***Drawings and Specifications***") for each Phase of Public Improvements. The final version of the Drawings and Specifications for each Phase shall be in a form that is satisfactory to the Authorized City Representative, and the Construction Documents shall be instruments of service through which the Work to be executed is described. The Developer may retain one record set of the Drawings and Specifications. The City shall own the copyrights on the Drawings and Specifications and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of the Drawings and Specifications, except the Developer's record set, must be returned or suitably accounted for to the City, on request, upon final completion of such Phase of the

Public Improvements, and the copy thereof furnished to the Developer is for use solely with respect to the Public Improvements. They are not to be used by the Developer on other projects without the specific written consent of the City. The Developer is authorized to use and reproduce applicable portions of the Drawings and Specifications appropriate to the execution of obligations with respect to such Phase of the Public Improvements and to facilitate its construction of the Project; *provided, however*, that any reproduction and distribution of copies of the Drawings and Specifications by the Developer to the extent necessary to comply with official regulatory requirements or obligations of law will not be construed as an infringement of the copyrights or other reserved rights of the City with respect to the Drawings and Specifications. All copies made under this authorization must bear the statutory copyright notice, if any, shown on the Drawings and Specifications.

(h) Prevailing Wage. The City designates its Assistant City Engineer as the prevailing wage coordinator for the Public Improvements (the “***Prevailing Wage Coordinator***”). The Developer acknowledges and agrees that the Public Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Improvements must be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Improvements in Montgomery County, Ohio, which wages must be determined in accordance with the requirements of that Chapter 4115. The Developer must comply, and the Developer must require compliance by all contractors and must require all contractors to require compliance by all subcontractors working on the Public Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) must cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator will notify the Developer of the prevailing wage rates for the Public Improvements. The Prevailing Wage Coordinator will notify the Developer of any change in prevailing wage rates within seven (7) working days of receiving notice of such change from the Director of the Ohio Department of Commerce. The Developer must immediately upon such notification (a) ensure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) ensure that all contractors and subcontractors make the same necessary adjustments.

The Developer must, upon beginning performance of this Agreement, notify the Prevailing Wage Coordinator of the commencement of Work, supply to the Prevailing Wage Coordinator the schedule of the dates relating to construction of each Phase of the Public Improvements and for which the Developer (or any contractors or subcontractor thereof) is required to pay wages to employees. The Developer (and each contractor or subcontractor thereof) must also deliver to the Prevailing Wage Coordinator a certified copy of its payroll relating to laborers performing the Work within two (2) weeks after the initial pay date, and supplemental reports for each month thereafter and in connection with

any Written Requisition exhibiting for each such employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages; *provided, however*, that the Developer must submit such payroll reports weekly if construction of the Public Improvements is contemplated to last less than four (4) calendar months. The certification of each payroll must be executed by the Developer (or contractor, subcontractor, or duly appointed agent thereof, if applicable) and recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

The Developer must provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on each Phase of the Public Improvements within a reasonable amount of time after they become available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those contractors or subcontractors. The Developer may not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to payment pursuant to Section 5.4(t), the Developer (and any contractor or subcontractor thereof) must submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code.

(i) Traffic Control Requirements. The Developer is responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of each Phase of the Public Improvements. All traffic control devices must be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations.

(j) Equal Opportunity Clause. The Developer must, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer. The Developer will require all contractors and will require all contractors' subcontractors to include in each contract a summary of this equal opportunity clause.

(k) Insurance Requirements. The Developer must furnish proof to the City at the time of commencing construction of each Phase of the Public Improvements of comprehensive general liability insurance naming the City and its authorized agents as an additional insured. The minimum limits of liability for the required insurance policies may not be less than the following unless a greater amount is required by law:

(i) Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 each occurrence, with a \$2,000,000 aggregate; \$100,000 for damage to rented premises

(each occurrence); and \$1,000,000 for personal and advertising injury. CGL must include (A) premises-operations, (B) explosion and collapse hazard, (C) underground hazard, (D) independent contractors' protective, (E) broad form property damage, including completed operations, (F) contractual liability, (G) products and completed operations, with \$2,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Improvements pursuant to Section 2.4, (viii) personal injury with employment exclusion deleted, and (H) stopgap liability for \$100,000 limit. The general aggregate must be endorsed to provide that it applies to the Work only.

(ii) Automobile liability: covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each occurrence.

(iii) Umbrella Policy: Such policies must be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$5,000,000 for each occurrence and \$5,000,000 aggregate. The Developer's insurance is primary to any insurance maintained by the City.

(iv) Endorsements: The Developer must obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following named insureds for covered claims arising out of the performance of the Work under the Construction Documents:

(A) City of Huber Heights, Ohio,

(B) Huber Heights City Council members, executive officers and employees,

(C) Engineer and its employees,

(D) the Developer, to the extent that any construction activities are being staged or undertaken on real property owned by the Developer.

(v) Insurance policies must be written on an occurrence basis only.

(vi) Products and completed operations coverage will commence with the certification of the acceptance of each Phase of the Public Improvements pursuant to Section 5.4(e) and will extend for not less than two (2) years beyond that date.

(vii) The Developer must require all contractors and subcontractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, unless the City agrees to a lesser amount.

(viii) If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, the Developer shall maintain a pollution liability policy with (A) a per-claim limit of not less than \$1,000,000 and (B) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Developer for damages (including from mold) sustained by the City by reason of the Developer's performance of the Work. The policy shall have an effective date, which is on or before the date on which the Developer first started to perform any Work-related services. Upon submission of the associated certificate of insurance and at each policy renewal, the Developer shall advise the City in writing of any actual or alleged claims which may erode the policy's limits.

(ix) If the Work includes professional design services, Professional liability insurance from the Developer's design professional without design-build exclusions with limits not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The professional liability policy shall have an effective date which is on or before the date on which the Developer first started to provide any Work-related services. Upon submission of the associated certificate of insurance and at each policy renewal, the Developer shall advise the City in writing of any actual or alleged claims which may erode the professional liability policy's limits. The Developer's consultants and subcontractors shall similarly maintain such coverage as required by this Subsection, and the Developer and each of its consultants and subcontractors shall maintain the professional liability insurance in effect for no less than five (5) years after the earlier of the termination the Contract or final completion of all Work.

(x) The Developer shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Cost of the Work, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance until no person or entity other than the City has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the City, the Developer and subcontractors of any tier. The Developer shall provide a copy of a certificate of insurance, upon request, to the City evidencing such coverage before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least thirty (30) days' prior written notice has been given to the Developer and City.

Each policy of insurance and respective certificate of insurance must expressly provide that no less than ten (10) days prior written notice be given to

City in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy.

(l) City Income Tax Withholdings. The Developer will withhold and pay, will require all contractors to withhold and pay, and will require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of Chapter 192 of the City Codified Ordinances.

(m) Sales Taxes. The Parties intend that building and construction materials incorporated into each Phase of the Public Improvements be exempt from state and local sales taxes. The City will cooperate with the Developer to provide sales tax exemption certificates to contractors in order to exempt those materials.

(n) Compliance with Occupational Health and Safety Act of 1970. The Developer and all contractors and subcontractors are solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

(o) Provisions of Security for Mechanics' Liens. To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Public Improvements, the Developer will, or will require the appropriate contractor to, provide any security required by Chapter 1311 of the Ohio Revised Code to cause that mechanic's lien to be released of record with respect to the Public Improvements. Developer shall prepare and file with the County Recorder, with the assistance of the City, a notice of commencement meeting the requirements of Chapter 1311 of the Ohio Revised Code.

(p) Security for Performance. The Developer will furnish prior to commencement of construction of each Phase of the Public Improvements a performance and payment bond that names the City as obligee in the form provided by Section 153.57 of the Ohio Revised Code. The amount of the performance and payment bond required by this Section 5.4(p) shall equal the Developer's Portion of the Cost of the Work.

Any bond must be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, will substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which is acceptable to the City and the Developer. The Developer must provide to the City prior to commencement of any Work by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section.

(q) Further Developer Guarantees Relating to Each Phase of the Public Improvements. The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified

engineering and construction organizations engaged in performing comparable services in the greater Dayton, Ohio area. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year) after final written acceptance of the Work (for each Phase of Public Improvements) by City.

Prior to the commencement of Work for each Phase of the Public Improvements, the Developer shall provide a maintenance bond, in the amount of 20% of the total Cost of the Work of such Phase, satisfactory to the City in form and substance ensuring the Developer's obligations under this subsection. The guarantee provided in this Section is in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

If defective Work becomes apparent within the 1-year warranty period, the City will promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer will visit the site of the Work in the company of one or more representatives of the City to determine the extent of the defective work. The Developer will, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the City to be an emergency, the City may require the Developer to visit the site of the Work within one day of receipt of said notice. The Developer is fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace the defective Work within a reasonable timeframe, the City may repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety. Work that is repaired or replaced by the Developer is subject to inspection and acceptance by the Engineer and the City and must be guaranteed by the Developer from the date of acceptance of the corrective work by the City for one (1) year.

(r) Developer Representation as to Personal Property Taxes. The Developer represents that at the time of the execution of this Agreement, it is not charged with any delinquent personal property taxes on the general tax list of personal property of the County. Further, for each Phase of the Public Improvements, the Developer will require all contractors to execute an affidavit in the form set forth on **EXHIBIT E** (which is attached hereto and incorporated herein by reference), a copy of which certificate must be delivered to the Authorized City Representative prior to the commencement of any Work by that contractor or subcontractor.

(s) Indemnity.

(i) The Developer releases the City and each officer, official and employee thereof (collectively, the "**Indemnified Parties**" and each an "**Indemnified Party**") from, agrees that the Indemnified Parties are not liable for,

and indemnifies each Indemnified Party against, all liabilities, obligations, damages, costs and expenses (including without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by an Indemnified Party (collectively, the "**Liabilities**" and each a "**Liability**"), other than any Excluded Liability as hereinafter defined, arising out of, in connection with or resulting from the execution and delivery of this Agreement, the consummation of the transactions provided for herein and contemplated hereby, liens of subcontractors and suppliers of any tier, and all activities undertaken by the Developer or the City pursuant to this Agreement in furtherance of the development of the Project or the Public Improvements.

"**Excluded Liability**" means each Liability to the extent it is attributable to (A) the gross negligence or willful misconduct of any Indemnified Party, or (B) the failure of the City to comply with any of its obligations under this Agreement. Excluded Liabilities include, without limitation, any Liabilities settled without the Developer's consent and any Liability to the extent that the Developer's ability to defend that Liability is prejudiced materially by the failure of an Indemnified Party to give timely written notice to the Developer of the assertion of that Liability.

(ii) Upon notice of the assertion of any Liability, the Indemnified Party must give prompt written notice of the same to the Developer.

(iii) Upon receipt of written notice of the assertion of a Liability, the Developer has the duty to assume, and must assume, the defense thereof, with full power and authority to litigate, compromise or settle the same in its sole discretion; *provided that*, the Indemnified Party has the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest.

(iv) At its own expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; *provided, however*, if it is ethically inappropriate for one firm to represent the interests of the Developer and the Indemnified Party, the Developer must pay the reasonable legal expenses of the Indemnified Party in connection with its retention of separate counsel. The Developer is not liable for any settlement of any Liability effected without its written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party except only to the extent of any Excluded Liability.

(v) This subsection (r) survives the termination of this Agreement.

(t) Payment of City's Portion of the Cost of the Work from proceeds of Bonds.

(i) Creation and Maintenance of Accounts. The City will, or will cause the Bond Trustee to, create and maintain, one or more segregated accounts (collectively, and for each Phase, a "**Construction Account**") into which proceeds

of the corresponding series of Bonds issued in accordance with Article VI will be deposited for the purpose of paying the eligible City's Portion of the Cost of the Work for each Phase of the Public Improvements. A separate account shall be created for each series of Bonds issued for a Phase of the Public Improvements.

(ii) Eligible City's Portion of the Cost of the Work; Request for Payment. The City's Portion of the Cost of the Work related to each Phase of the Public Improvements shall include: (A) the Developer's reasonable design costs, (B) construction costs, (C) costs associated with any warranties for the Public Improvements, (D) inspection and design review fees, (E) permit fees, (F) attorneys' fees which are directly related to this Agreement and are in the City's sole and reasonable determination comparable to the attorneys' fees paid by the City for similar legal services, and (G) such other related and reasonable costs as are approved by the City (which approval shall not be unreasonably conditioned, delayed or withheld). No more frequently than monthly for so long as proceeds of a series of the Bonds issued for that Phase of the Public Improvements remain in the Construction Account, the Developer may provide a Request for Payment to the City requesting payment for all or a portion of the City's Portion of the Cost of the Work of a particular Phase of the Public Improvements.

(iii) Payment for the City's Portion of the Cost of the Work. No later than thirty (30) days following receipt by the City of a Request for Payment pursuant to Section 5.4(t)(ii), the City will either (A) remit payment to the Developer in the amount requested in the Request for Payment or (B) promptly notify the Developer of any deficiency in the Request for Payment, in which case, the Parties agree to work in good faith to correct such deficiency.

(iv) No Submission During Event of Default. Pending the resolution thereof in accordance with Section 8.3, no disbursement shall be made from the Construction Account in respect of a Request for Payment following receipt by the Developer of a notice from the City that a Developer Default has occurred hereunder.

(v) Payment Obligation. This Agreement evidences the City's obligation to pay the Developer an aggregate amount equal to the Request for Payment for a Phase of the Public Improvements as reviewed and approved by the City (collectively, a "***Payment Obligation***").

Each Payment Obligation is a special obligation of the City, payable solely from and secured only by proceeds of any series of related Bonds which after payment of related financing costs, will be deposited in the Construction Account, and such Payment Obligation will be payable without the necessity of annual appropriation of money in such Account for such payment. No payment of the Payment Obligation of the City under this Agreement shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Payment Obligation. In the event

that a balance remains on the Payment Obligation and no monies are available in the Construction Account, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any Payment Obligation of the City of such balance shall be deemed forgiven by the Developer at that time. The City is under no obligation to issue additional series of Bonds to pay for any balances or cost overruns.

. 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.

. 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.

. 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

. 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.

. No later than one hundred eighty (180) 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 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.

. 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

. 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.

6. 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 #6.

(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.

. 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.

. 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.

(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 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.

(a) . 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.

. 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 II

EVENTS OF DEFAULT; REMEDIES

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

(a) Default by the Developer in the due and punctual performance or observance of any 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.

. 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 2.3 Remedies.

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

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

(ii) if the dispute and/or the issues giving rise to the claimed default are not resolved by such good faith discussions within thirty (30) days after such notice is provided under foregoing clause (i), or such longer period during which any good faith discussions are continuing, then, upon the request of either Party by written notice to the other Party, mediation shall be initiated through the use of a mutually-acceptable neutral mediator not affiliated with either of the Parties, and thereafter the Parties shall proceed in good faith with such mediation for the purpose of resolving the dispute and/or the issues giving rise to the claimed default. If the Parties are unable to agree upon a neutral mediator, then either Party may solicit the Administrative Judge of the Common Pleas Court of Montgomery County, Ohio to appoint the mediator. If the dispute and/or the issues giving rise to the claimed default are not resolved within thirty (30) days after the identification or appointment of the mediator, then the Parties may pursue their other remedies hereunder, in equity or at law. Each Party shall pay its own costs and one-half (1/2) of the mediator's fees and expenses in connection with any such mediation. The Developer acknowledges that before the Parties may proceed with mediation in accordance with this Section 8.3(a), City Council must first authorize and appropriate sufficient monies to pay the City's portion of the cost.

(b) In the event that the Developer shall create or suffer a Developer Default under this Agreement and the Parties are unable to resolve all issues arising out of such a Developer Default in accordance with the discussion and mediation provisions set forth in Section 8.3(a) above, then, in addition to any other rights or remedies available to the City hereunder, in equity or at law, the City, at its option, shall have the right to cancel and terminate this Agreement by written notice to the Developer.

(c) In the event that the City shall create or suffer a City Default under this Agreement and the Parties are unable to resolve all issues arising out of such a City Default in accordance with the discussion and mediation provisions set forth in Section 8.3(a) above, then, in addition to any other rights or remedies available to the Developer hereunder, in equity or at law, the Developer, at its option, shall have the right to cancel and terminate this Agreement by written notice to the City.

. 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.

. 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 III

MISCELLANEOUS

. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

. 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.

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

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

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

. Except as otherwise required by the City Codified Ordinances, any documents required to be submitted to the City pursuant to this Agreement shall be submitted to the Authorized City Representative or such other City department as may be directed by the Authorized City Representative.

. 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.

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

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

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

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

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

. Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 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.

. 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.

. 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.

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

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

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

(END OF ARTICLE 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: _____ 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.

GREYFOX CREEKSIDE LLC

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: _____, 2025

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

EXHIBIT A

DEPICTION OF DEVELOPER PROPERTY

5425 Charlesgate Road
Huber Heights, Ohio 45424

Montgomery County Auditor's Parcel # P70 01924 0003

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 _____, 2025 (the “**Agreement**”) by and between the City of Huber Heights, Ohio and GreyFoxCreekside LLC (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 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__

GREYFOX CREEKSIDE LLC

By: _____

Printed: _____

Title: _____

EXHIBIT C

DESCRIPTION AND DEPICTION OF ESTIMATED PUBLIC IMPROVEMENTS

Phase 1 Public Improvements

ITEM	PHASE 1 QTY		
Earth Import	61060		
Sanitary Sewer Main	2908		
Sanitary Lateral	99		
Storm Sewer	3278		
Water Main	3185		
Water Lateral	95		
Pavement	4995		
Construction Cost	\$ 3,280,209.10		

Total Cost of Phase 1 Public Improvements - \$3,608,230.01
(With 10% Contingency)

Phase 2 Public Improvements

ITEM		PHASE 2 QTY	
Earth Import		35783	
Sanitary Sewer Main		1496	
Sanitary Lateral		60	
Storm Sewer		1974	
Water Main		823	
Water Lateral		66	
Pavement		3504	
Construction Cost		\$ 1,700,557.43	

Total Cost of Phase 2 Public Improvements - \$1,870,613.17
(With 10% Contingency)

EXHIBIT D

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:

<u>County</u>	<u>Amount</u> (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 E

**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 **GREYFOXCREEKSIDE LLC**, an Ohio Limited Liability Corporation (the “**Declarant**”), whose address is 6161 Oak Tree Boulevard, Suite 250, Independence, Ohio 44131, 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 **Montgomery County TIF District** pursuant to and as further described in the Development Agreement by and between the Developer and the City dated as of _____, 2025 (the “**Development Agreement**”), makes the covenants set forth herein and encumbers the following real property (the “**Parcels**”):

Montgomery County Auditor’s Parcel #P70 01924 0003 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**”) on 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 Payments are in respect of a Developed Parcel (as defined below) and relate to a tax year in respect of which a CRA Exemption also applied to that Developed Parcel and (b) to the extent such Payments are in respect of an Undeveloped Parcel (as defined below), 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:

GREYFOXCREEKSIDE LLC

By: _____

Its: _____

STATE OF OHIO)
)
COUNTY OF) SS

The foregoing instrument was acknowledged before me this ____ day of _____. 20__, by _____, _____ of GreyFoxCreekside LLC, an Ohio Limited Liability 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

CITY OF HUBER HEIGHTS, OHIO,
an Ohio municipal corporation

STATE OF OHIO)
)
COUNTY OF MONTGOMERY) SS

Notary Public

Chris Conard, City Attorney

EXHIBIT A

Legal Description

EXHIBIT B

Permitted Encumbrances

AI-10719

New Business I.

City Council Meeting

City Manager

Meeting Date: 03/10/2025

WPAFB Compatibility Use Plan (CUP)

Submitted By: Rachael Dillahunt

Department: City Manager **Division:** City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/04/2025

Audio-Visual Needs: None **Legal Review:** Not Needed

Emergency Legislation?: No **Motion/Ordinance/Resolution No.:**

Agenda Item Description or Legislation Title

A Resolution Accepting The Wright-Patterson Air Force Base Compatibility Use Plan (CUP) In Good Faith And Endorsing The Implementation Strategies As Identified In The Plan.
(first reading)

Purpose and Background

The Wright-Patterson Air Force Base (AFB) Compatibility Use Plan (CUP) is an update to the 1996 Wright-Patterson AFB Joint Land Use Study (JLUS) and the result of a collaborative planning effort by the Wright-Patterson AFB Regional Council Of Governments and Dayton Development Coalition, in collaboration with counties, townships, and municipalities; Wright-Patterson AFB; regional, state, and federal agencies; and other interested and affected stakeholders. The CUP was sponsored by the U.S. Department of Defense Office of Local Defense Community Cooperation with the primary goal of studying land use compatibility and developing strategies designed to safeguard the quality of life of community residents, the growth and economic development of the communities, and missions of Wright-Patterson AFB. The CUP contains recommendations for the implementation of strategies, policies, and actions intended to promote collaborative and compatible land use planning, minimize the impact of military operations on nearby communities, increase public awareness of military operations and other activities at Wright-Patterson AFB, and to prevent incompatible land uses and other community impacts to the Wright-Patterson AFB missions. The CUP Steering Committee guided and oversaw the CUP process and development of the CUP, met to review and provide input on the CUP, and supported public meetings, providing an opportunity for the public to participate in the process and provide comments on the draft CUP. The CUP Steering Committee reviewed and accepted the final CUP report.

The City of Huber Heights successfully secured the East Chambersburg Road Realignment Project in the Capital Improvements Program (CIP), ensuring funding and prioritization for this critical infrastructure upgrade. This project will realign New Carlisle Pike, connecting it with East Chambersburg Road near State Route 4 and State Route 235, providing an alternative route to alleviate congestion and enhance traffic flow. The improved roadway will create new commercial development opportunities near Wright-Patterson AFB, supporting economic growth while strengthening regional transportation. With this investment, Huber Heights is reinforcing its commitment to infrastructure and economic development that supports mission readiness and operational continuity. It is important to have this project listed in the plan and agreed upon by Wright-Patterson AFB and the Council Of Governments (COG) members, as this designation recognizes it as a regional priority. This recognition will also help secure grant funding for the project, ensuring the necessary resources are in place to support its successful completion.

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

CUP Summary

Resolution

Wright-Patterson AFB Compatibility Use Plan (CUP)

February 4, 2025

Prepared for Wright-Patterson Regional Council of Governments
Funded by the Office of Local Defense Community Cooperation (OLDCC),
Department of Defense

Membership

- City of Huber Heights
- City of Beavercreek
- City of Dayton
- City of Fairborn
- City of Riverside
- Bath Township
- Associate Membership
 - WPAFB 88th ABW/SI
 - Dayton Development Coalition
 - Miami Conservancy District
 - Miami Valley Regional Planning Commission
 - Wright State University
 - Greene County
 - Montgomery County

Wright-Patterson AFB Compatibility Use Plan (CUP)

Purpose of the CUP

- **Protect Military Operations – Minimize encroachments and ensure mission sustainability**
- **Support Regional Growth – Guide land use planning and economic development**
- **Enhance Collaboration – Strengthen partnerships between WPAFB, local governments, and stakeholders**
- **Improve Safety & Quality of Life – Address noise, infrastructure, and environmental concerns**

Wright-Patterson AFB Compatibility Use Plan (CUP)

Key Compatibility Focus Areas

- **Land Use Compatibility – Prevent incompatible development near WPAFB**
- **Transportation & Infrastructure – Improve roadways, utilities, and emergency response**
- **Environmental & Safety Considerations – Mitigate noise, airspace, and accident potential risks**
- **Economic Development – Leverage WPAFB's economic impact for regional growth**
- **Community Engagement – Ongoing**

Wright-Patterson AFB Compatibility Use Plan (CUP)

Plan	Issue #	Issue Description	Strategy #	Strategy Description	Responsible Party	Partners	Timeframe	Priority	Page
Communication and Coordination	COM-1	External coordination with WPAFB tenants is inconsistent	COM-1A	Identify a point of contact and create a pamphlet with WPAFB positions and contact information that agencies, developers, jurisdictions, organizations, residents, and WSU can utilize to contact WPAFB.	WPAFB	WPAFB Tenant Units	Short	High	7-06
Communication and Coordination	COM-1	External coordination with WPAFB tenants is inconsistent	COM-1C	Develop and maintain mutual aid agreements.	WPAFB Partnership Committee	WPCOG, Other as needed	Mid	High	7-08
Communication and Coordination	COM-1	External coordination with WPAFB tenants is inconsistent	COM-1D	Enhance public engagement activities.	WPAFB	WPAFB Partnership Committee, WPAFB PAO, Other as needed	Short	High	7-09
Communication and Coordination	COM-2	No standardized development review process exists.	COM-2D	Establish a WPCOG technical subcommittee to the Airport Zoning Board.	WPCOG	Other as needed	Short	High	7-14
Communication and Coordination	COM-4	There will need to be an effective collaboration plan to implement the recommendations.	COM-4A	Establish a CUP Implementation Phase Committee.	WPCOG	WPAFB, Clark County, Green County, Montgomery County, Miami County, Dayton Development Coalition, Miami Conservancy District, and Others as needed	Short	High	7-18
Communication and Coordination	COM-4	There will need to be an effective collaboration plan to implement the recommendations.	COM-4B	Develop a charter.	WPCOG	WPAFB, Clark County, Green County, Montgomery County, Miami County, Dayton Development Coalition, Miami Conservancy District, and Others as needed	Short	High	7-19
Communication and Coordination	COM-4	There will need to be an effective collaboration plan to implement the recommendations.	COM-4C	Identify funding for implementing the CUP strategies.	WPAFB Implementation Phase Committee	Other as needed	Short	High	7-20
Communication and Coordination	COM-4	There will need to be an effective collaboration plan to implement the recommendations.	COM-4D	Develop and fortify WPCOG revenue streams.	WPCOG	Other as needed	Short	High	7-21
Communication and Coordination	COM-4	There will need to be an effective collaboration plan to implement the recommendations.	COM-4E	Create a sharing portal.	WPAFB Partnership Committee	Other as needed	Short	High	7-22
Communication and Coordination	COM-5	Needs for increased public awareness of the WPAFB Airport Zoning Regulations.	COM-5B	Create an Airport Zoning Regulations brochure.	WPCOG	Other as needed	Short	High	7-24
Communication and Coordination	COM-5	Needs for increased public awareness of the WPAFB Airport Zoning Regulations.	COM-5C	Locally adopt the Airport Zoning Regulations.	Local jurisdictions	Other as needed	Short	High	7-24
Communication and Coordination	COM-5	Needs for increased public awareness of the WPAFB Airport Zoning Regulations.	COM-5D	Incorporate the Airport Zoning Regulations into plans and GIS portals.	WPCOG	Other as needed	Short	High	7-25
Communication and Coordination	COM-5	Needs for increased public awareness of the WPAFB Airport Zoning Regulations.	COM-5E	Update the existing WPAFB Airport Zoning Regulations.	WPCOG	Other as needed	Short	High	7-25
Land/Airspace Competition	LAS-2	The future proliferation of commercial drones can create airspace conflicts.	LAS-2C	Adopt UAS ordinances.	Project Area jurisdictions	WPAFB, FAA, Other as needed	Short	High	7-42
Land/Airspace Competition	LAS-2	The future proliferation of commercial drones can create airspace conflicts.	LAS-2D	Create a UAS operational procedures brochure.	WPAFB Partnership Committee	Other as needed	Short	High	7-43
Water Quality/Quantity	WQQ-1	The antiquated condition of Huffman Dam creates a potential water quality and safety hazard.	WQQ-1A	Consult with flood protection and watershed experts	Miami Conservancy District	WPCOG, WPAFB, Other as needed	Short	High	7-45
Water Quality/Quantity	WQQ-1	The antiquated condition of Huffman Dam creates a potential water quality and safety hazard.	WQQ-1B	Appoint or hire a dedicated grant writer(s).	WPCOG	Miami Conservancy District, Other as needed	Short	High	7-46
Water Quality/Quantity	WQQ-1	The antiquated condition of Huffman Dam creates a potential water quality and safety hazard.	WQQ-1C	Consult with preservation organizations.	Miami Conservancy District	Other as needed	Short	High	7-46
Water Quality/Quantity	WQQ-1	The antiquated condition of Huffman Dam creates a potential water quality and safety hazard.	WQQ-1D	Explore funding options.	WPCOG	Other as needed	Short	High	7-47
Water Quality/Quantity	WQQ-2	Public concern exists over groundwater chemicals from WPAFB.	WQQ-2A	Prevent further groundwater contamination.	WPAFB	Environmental Protection Agency, Other as needed	Ongoing	High	7-49
Water Quality/Quantity	WQQ-2	Public concern exists over groundwater chemicals from WPAFB.	WQQ-2B	Enhance communication protocols.	WPAFB	WPAFB Partnership Committee, News and social media outlets	Ongoing	High	7-50
Water Quality/Quantity	WQQ-2	Public concern exists over groundwater chemicals from WPAFB.	WQQ-2D	Enhance outreach efforts.	WPAFB	Other as needed	Ongoing	High	7-52

Plan	Issue#	Issue Description	Strategy#	Strategy Description	Responsible Party	Partners	Timeframe	Priority	Page
Land Use	LU-5	Utility pole lines run along the northern portion of the airfield, and trees obstruct the imaginary surfaces	LU-5A	Bury utility lines underground.	WPAFB	WPAFB Partnership Committee, Other as needed	Mid	High	7-69
Land Use	LU-5	Utility pole lines run along the northern portion of the airfield, and trees obstruct the imaginary surfaces	LU-5B	Implement a comprehensive strategy to address tree obstructions near WPAFB's imaginary surfaces.	WPAFB	WPAFB Partnership Committee, Other as needed	Mid	High	7-70
Noise	NOI-1	There is incompatible development within the noise contours.	NOI-1D	Create a best practice pamphlet with sound reduction strategies.	WPAFB partner communities	Other as needed	Short	High	7-73
Cultural Resources	CR-1	There is a potential for enhanced public awareness of Air Force-related cultural resources.	CR-1A	Enhance the relationship with the Dayton Area Chamber of Commerce.	WPAFB	Local jurisdictions, regional jurisdictions, News and social media outlets	Ongoing	Low	7-31
Cultural Resources	CR-1	There is a potential for enhanced public awareness of Air Force-related cultural resources.	CR-1B	Enhance the relationship with the National Museum of the U.S. Air Force	WPAFB Partnership Committee	Other as needed	Ongoing	Low	7-32
Cultural Resources	CR-1	There is a potential for enhanced public awareness of Air Force-related cultural resources.	CR-1C	Commission public art and sculptures.	WPAFB Partnership Committee	Other as needed	Mid	Low	7-33
Land/Airspace Competition	LAS-1	The growth of aviation at Dayton International Airport creates airspace competition.	LAS-1A	Develop a Memorandum of Understanding.	WPAFB	Federal Aviation Administration, Joby International, Dayton International Airport	Short	Low	7-40
Water Quality/Quantity	WQQ-1	The antiquated condition of Huffman Dam creates a potential water quality and safety hazard.	WQQ-1E	Pursue partnerships.	WPCOG	Other as needed	Short	Low	7-47
Communication and Coordination	COM-1	External coordination with WPAFB tenants is inconsistent	COM-1B	Establish/transition to the WPAFB Partnership Committee.	WPCOG	WPAFB, Clark County, Green County, Montgomery County, Miami County, Dayton Development Coalition, Miami Conservancy District, and Others as needed	Mid	Medium	7-07
Communication and Coordination	COM-1	External coordination with WPAFB tenants is inconsistent	COM-1E	Establish a recurring agenda item for compatibility at WPCOG meetings.	WPCOG	WPAFB, Other as needed	Short	Medium	7-10
Communication and Coordination	COM-2	No standardized development review process exists.	COM-2A	Develop a courtesy review process with regional planning staff.	WPAFB	Local jurisdictional planning staff	Short	Medium	7-11
Communication and Coordination	COM-2	No standardized development review process exists.	COM-2B	Collaborate and enhance awareness of compatible land use planning	WPAFB	WPAFB Airport Zoning Board, WPCOG	Short	Medium	7-12
Communication and Coordination	COM-2	No standardized development review process exists.	COM-2C	Develop a notification regional web portal	WPCOG	WPAFB Airport Zoning Board	Short	Medium	7-13
Communication and Coordination	COM-3	WPAFB outreach with the public is viewed as limited.	COM-3A	Develop an aircraft noise fact sheet.	WPAFB Partnership Committee	Other as needed	Short	Medium	7-15
Communication and Coordination	COM-3	WPAFB outreach with the public is viewed as limited.	COM-3B	Establish a dedicated web page for aircraft noise	WPAFB Partnership Committee	Other as needed	Short	Medium	7-16
Communication and Coordination	COM-3	WPAFB outreach with the public is viewed as limited.	COM-3C	Develop a PFAS fact sheet.	WPAFB Partnership Committee	Other as needed	Short	Medium	7-17
Communication and Coordination	COM-3	WPAFB outreach with the public is viewed as limited.	COM-3C	Create a public advisory board for the WPAFB CUP.	WPAFB Partnership Committee	Local citizens	Short	Medium	7-17
Communication and Coordination	COM-5	Needs for increased public awareness of the WPAFB Airport Zoning Regulations.	COM-5A	Develop a public education campaign for Airport Zoning Regulations.	WPCOG	Other as needed	Short	Medium	7-23
Communication and Coordination	COM-5	Needs for increased public awareness of the WPAFB Airport Zoning Regulations.	COM-5F	Partner with media outlets.	WPCOG	Other as needed	Short	Medium	7-26
Communication and Coordination	COM-5	Needs for increased public awareness of the WPAFB Airport Zoning Regulations.	COM-5G	Enhance community engagement procedures.	WPCOG	Other as needed	Short	Medium	7-27
Communication and Coordination	COM-6	There is a lack of inclusivity on the WPAFB Airport Zoning Board.	COM-6A	Expand Board membership to include townships, cities, and villages.	WPAFB Airport Zoning Board	Other as needed	Short	Medium	7-28
Communication and Coordination	COM-6	There is a lack of inclusivity on the WPAFB Airport Zoning Board.	COM-6B	Formalize the review process.	WPAFB Airport Zoning Board	Other as needed	Short	Medium	7-29
Resiliency	RES-1	Climate change is an evolving threat.	RES-1A	Monitor and collaborate to adapt to climate change in the region around WPAFB.	WPAFB partner communities	Other as needed	Short	Medium	7-34

Plan	Issue #	Issue Description	Strategy #	Strategy Description	Responsible Party	Partners	Timeframe	Priority	Page
Resiliency	RES-1	Climate change is an evolving threat.	RES-2A	Identify Opportunities for Shared Energy Resiliency	WPAFB partner communities	AES Ohio, WPAFB, Local jurisdictions, regional jurisdictions	Long	Medium	7-35
Biological Resources	BIO-1	There is potential for more preservation and protection of natural ecosystems.	BIO-1A	Enact legislation to support conservation efforts.	WPAFB partner communities	Other as needed	Short	Medium	7-36
Biological Resources	BIO-1	There is potential for more preservation and protection of natural ecosystems.	BIO-1B	Identify partners to protect natural ecosystems.	WPAFB partner communities	Conservation agencies, WPAFB, Other as needed	Short	Medium	7-37
Biological Resources	BIO-1	There is potential for more preservation and protection of natural ecosystems.	BIO-1C	Participate in the Sentinel Landscapes Partnership.	WPAFB partner communities	Other as needed	Mid	Medium	7-38
Biological Resources	BIO-1	There is potential for more preservation and protection of natural ecosystems.	BIO-1D	Promote sustainable development.	WPAFB partner communities	Other as needed	Short	Medium	7-38
Biological Resources	BIO-1	There is potential for more preservation and protection of natural ecosystems.	BIO-1E	Develop a regional wildlife management plan.	WPAFB partner communities	Other as needed	Mid	Medium	7-39
Biological Resources	BIO-1	There is potential for more preservation and protection of natural ecosystems.	BIO-1F	Enhance community restoration efforts.	WPAFB partner communities	Other as needed	Short	Medium	7-39
Land/Airspace Competition	LAS-2	The future proliferation of commercial drones can create airspace conflicts.	LAS-2A	Enhance awareness of federal UAS or drone regulations.	WPAFB Partnership Committee	Other as needed	Short	Medium	7-41
Land/Airspace Competition	LAS-2	The future proliferation of commercial drones can create airspace conflicts.	LAS-2B	Partner to enhance resources for enforcing FAA regulations.	WPAFB Partnership Committee	FAA	Mid	Medium	7-42
Land/Airspace Competition	LAS-2	The future proliferation of commercial drones can create airspace conflicts.	LAS-2E	Promote UAS/drone use education through apps and websites	WPAFB Partnership Committee	Other as needed	Short	Medium	7-43
Land/Airspace Competition	LAS-2	The future proliferation of commercial drones can create airspace conflicts.	LAS-2F	Create a website to upload and document UAS sightings.	WPAFB Partnership Committee	Other as needed	Short	Medium	7-44
Water Quality/Quantity	WQ-1	The antiquated condition of Huffman Dam creates a potential water quality and safety hazard.	WQ-1F	Develop a preservation plan.	Miami Conservancy District	WPAFB Partnership Committee, Other as needed	Mid	Medium	7-48
Water Quality/Quantity	WQ-2	Public concern exists over groundwater chemicals from WPAFB.	WQ-2C	Advocate for legislation to protect water sources.	State House and Senate elected officials	Other as needed	Short	Medium	7-51
Anti-Terrorism/Force Protection	AT-1	There is potential for drones to impact WPAFB	AT-1A	Advocate for the creation of state legislation.	State House and Senate elected officials	WPCOG, Other as needed	Short	Medium	7-53
Anti-Terrorism/Force Protection	AT-1	There is potential for drones to impact WPAFB	AT-1B	Establish, advertise, and enforce no-fly zones for recreational UAS users.	WPAFB Partnership Committee	News and social media outlets, Other as needed	Short	Medium	7-54
Anti-Terrorism/Force Protection	AT-1	There is potential for drones to impact WPAFB	AT-1C	Implement best practices.	WPAFB	USAF, Other federal and public agencies as needed	Short	Medium	7-54
Anti-Terrorism/Force Protection	AT-1	There is potential for drones to impact WPAFB	AT-1D	Establish a UAS working group.	State House and Senate elected officials	Other as needed	Short	Medium	7-55
Anti-Terrorism/Force Protection	AT-1	There is potential for drones to impact WPAFB	AT-1E	Develop a UAS plan.	WPAFB	FAA, WPAFB Partnership Committee UAS/drone working group, Other as needed	Mid	Medium	7-56
Land Use	LU-1	There are inconsistencies in the noise regulations within the local zoning codes	LU-1A	Adopt the 2022 AICUZ Study noise contours.	WPCOG, Clark, Greene, Montgomery Counties	Other as needed	Short	Medium	7-57
Land Use	LU-1	There are inconsistencies in the noise regulations within the local zoning codes	LU-1B	Adopt the aircraft noise land use compatibility guidelines.	WPCOG, Clark, Greene, Montgomery Counties	Other as needed	Short	Medium	7-58
Land Use	LU-1	There are inconsistencies in the noise regulations within the local zoning codes	LU-1C	Create a future land use plan.	WPCOG, Clark, Greene, Montgomery Counties	Other as needed	Mid	Medium	7-58
Land Use	LU-1	There are inconsistencies in the noise regulations within the local zoning codes	LU-1D	Establish a process checklist.	WPAFB partner communities	Other as needed	Short	Medium	7-59
Land Use	LU-2	There is a lack of airfield safety zone regulations in local zoning codes.	LU-2A	Formally adopt the safety zone compatibility guidelines per APZs.	Clark County, Greene County	Other as needed	Short	Medium	7-61
Land Use	LU-2	There is a lack of airfield safety zone regulations in local zoning codes.	LU-2B	Formally adopt the safety zone compatibility guidelines.	Montgomery County, Dayton	Other as needed	Short	Medium	7-62
Land Use	LU-2	There is a lack of airfield safety zone regulations in local zoning codes.	LU-2C	Socialize the need for compatibility zones.	WPAFB	WPAFB Partnership Committee, Other as needed	Ongoing	Medium	7-62

Plan	Issue #	Issue Description	Strategy #	Strategy Description	Responsible Party	Partners	Timeframe	Priority	Page
Land Use	LU-3	The 1997 Airport Zoning Regulations do not reflect the latest DoD compatible land use guidance for airfield safety zones and imaginary surfaces.	LU-3A	Update regulations to use the current compatibility guidelines.	Clark County, Greene County, Miami County, Montgomery County	Other as needed	Short	Medium	7-63
Land Use	LU-3	The 1997 Airport Zoning Regulations do not reflect the latest DoD compatible land use guidance for airfield safety zones and imaginary surfaces.	LU-3B	Update the Airport Zoning Regulations.		WPCOG, Other as needed	Mid	Medium	7-64
Land Use	LU-4	There are not uniform height regulations in all jurisdictions around WPAFB.	LU-4A	Develop a 3D GIS model.	WPAFB Partnership Committee	Other as needed	Mid	Medium	7-65
Land Use	LU-4	There are not uniform height regulations in all jurisdictions around WPAFB.	LU-4B	Create a height hazard calculator.		Other as needed	Mid	Medium	7-66
Land Use	LU-4	There are not uniform height regulations in all jurisdictions around WPAFB.	LU-4C	Create a crane mapping tool.		FAA, Other as needed	Mid	Medium	7-66
Land Use	LU-4	There are not uniform height regulations in all jurisdictions around WPAFB.	LU-4D	Amend local codes.		Other as needed	Long	Medium	7-67
Land Use	LU-4	There are not uniform height regulations in all jurisdictions around WPAFB.	LU-4E	Enhance awareness of Part 77.	WPAFB	WPAFB Partnership Committee, Other as needed	Ongoing	Medium	7-67
Noise	NOI-1	There is incompatible development within the noise contours.	NOI-1A	Establish a zoning overlay district.	WPCOG	Clark County, Greene County, Miami County, Montgomery County, Other as needed	Short	Medium	7-71
Noise	NOI-1	There is incompatible development within the noise contours.	NOI-1B	Require noise disclosure forms.	WPAFB partner communities	Chamber of Commerce, Realtor associations, Other as needed	Ongoing	Medium	7-72
Noise	NOI-1	There is incompatible development within the noise contours.	NOI-1C	Enforce regulations.	WPAFB partner communities	Other as needed	Ongoing	Medium	7-72
Noise	NOI-1	There is incompatible development within the noise contours.	NOI-1E	Implement a public education campaign.	WPAFB	WPAFB Partnership Committee, Other as needed	Ongoing	Medium	7-73
Noise	NOI-1	There is incompatible development within the noise contours.	NOI-1F	Create a noise awareness buffer.	WPCOG	Clark County, Greene County, Miami County, Montgomery County, Other as needed	Short	Medium	7-74
Roadway Capacity	RC-1	Traffic volume associated with WPAFB impacts the local street network surrounding WPAFB.	RC-1A	Conduct a public outreach campaign.	WPAFB Partnership Committee	WPAFB, Other as needed	Short	Medium	7-75
Roadway Capacity	RC-1	Traffic volume associated with WPAFB impacts the local street network surrounding WPAFB.	RC-1B	Conduct a Traffic Impact Analysis study.	WPAFB Partnership Committee	Other as needed	Mid	Medium	7-76
Roadway Capacity	RC-1	Traffic volume associated with WPAFB impacts the local street network surrounding WPAFB.	RC-1C	Seek federal funding.	WPCOG	Other as needed	Mid	Medium	7-76
Roadway Capacity	RC-1	Traffic volume associated with WPAFB impacts the local street network surrounding WPAFB.	RC-1D	Implement transportation demand management principles.	WPCOG	Montgomery County, Other as needed	Ongoing	Medium	7-77
Safety	SA-1	There is incompatible development inside the APZs.	SA-1A	Adopt land use compatibility guidelines.	Dayton, Fairborn	WPAFB, Other as needed	Short	Medium	7-78
Safety	SA-1	There is incompatible development inside the APZs.	SA-1B	Use conditional-use permits.	Clark County	WPAFB, Other as needed	Short	Medium	7-78
Safety	SA-1	There is incompatible development inside the APZs.	SA-1C	Consider land easements.	WPAFB Partnership Committee	Other as needed	Mid	Medium	7-79
Safety	SA-1	There is incompatible development inside the APZs.	SA-1D	Enter into development agreements	WPCOG	Clark County, Greene County, Miami County, Montgomery County, Other as needed	Short	Medium	7-79
Safety	SA-1	There is incompatible development inside the APZs.	SA-1E	Create a buffer around the safety zones.	WPCOG	Clark County, Greene County, Miami County, Montgomery County, Other as needed	Short	Medium	7-80
Safety	SA-2	Bird and wildlife attractants exist near runway.	SA-2A	Develop and distribute BASH educational materials.	WPAFB Partnership Committee	WPAFB, Other as needed	Short	Medium	7-80
Safety	SA-2	Bird and wildlife attractants exist near runway.	SA-2B	Implement BASH prevention techniques.	WPAFB Partnership Committee	WPAFB, Other as needed	Ongoing	Medium	7-81
Dust/Smoke/Steam	DSS-1	Dust/Smoke/Steam could limit operational capabilities at WPAFB.	DSS-1A	Develop and implement a strategy to deal with high amounts of dust in the air.	WPCOG	Clark County, Greene County, Miami County, Montgomery County, Miami Conservancy District, Other as needed	Short	Medium	7-82

Questions?

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

ACCEPTING THE WRIGHT-PATTERSON AIR FORCE BASE COMPATIBILITY USE PLAN (CUP) IN GOOD FAITH AND ENDORSING THE IMPLEMENTATION STRATEGIES AS IDENTIFIED IN THE PLAN.

WHEREAS, the Wright-Patterson Air Force Base (AFB) Compatibility Use Plan (CUP) is an update to the 1996 Wright-Patterson AFB Joint Land Use Study (JLUS) and the result of a collaborative planning effort by the Wright-Patterson AFB Regional Council Of Governments and the Dayton Development Coalition, in collaboration with counties, townships, and municipalities; Wright-Patterson AFB; regional, state, and federal agencies; and other interested and affected stakeholders; and

WHEREAS, the CUP was sponsored by the U.S. Department of Defense Office of Local Defense Community Cooperation with the primary goal of studying land use compatibility and developing strategies designed to safeguard the quality of life of community residents, the growth and economic development of the communities, and missions of Wright-Patterson AFB; and

WHEREAS, the CUP contains recommendations for the implementation of strategies, policies, and actions intended to promote collaborative and compatible land use planning, minimize the impact of military operations on nearby communities, increase public awareness of military operations and other activities at Wright-Patterson AFB, and to prevent incompatible land uses and other community impacts to the Wright-Patterson AFB missions; and

WHEREAS, the CUP Steering Committee guided and oversaw the CUP process and development of the CUP, met to review and provide input on the CUP, and supported public meetings, providing an opportunity for the public to participate in the process and provide comments on the draft CUP; and

WHEREAS, the CUP Steering Committee reviewed and accepted the final CUP on November 19, 2024.

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

Section 1. The Wright-Patterson AFB Compatibility Use Plan (CUP) is accepted in good faith and the Huber Heights City Council endorses and supports the strategies described therein that are intended to encourage compatible land use development around Wright-Patterson AFB, ensure the continued community benefits from Wright-Patterson AFB, and sustain the long-term viability of Wright-Patterson AFB missions.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10720

New Business J.
City Manager

City Council Meeting

Meeting Date: 03/10/2025

Montgomery County Hazard Mitigation Plan

Submitted By: Rachael Dillahunt

Department: City Manager **Division:** City Manager

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/04/2025

Audio-Visual Needs: None **Legal Review:** Not Needed

Emergency Legislation?: No **Motion/Ordinance/Resolution No.:**

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Continue Participation In The Multi-Jurisdictional Hazard Mitigation Plan In Conjunction With The Montgomery County Office Of Emergency Management.
(first reading)

Purpose and Background

There currently exists between the City of Huber Heights, Ohio and the Board of Commissioners of Montgomery County, Ohio, an agreement that Montgomery County, through its Office of Emergency Management, shall provide emergency management assistance to the City in conjunction with a countywide coordinated program. This agreement requires the City to approved the 2024 Montgomery County Hazard Mitigation Plan.

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

Letter
Resolution



November 12, 2024
EMC-2022-BR-020-0012

Ms. Nedra Havens, Interim Director
Montgomery County Office of Emergency Management
451 W. Third Street
Dayton, Ohio 45422

RE: Updated Montgomery County 2024 Multi-Hazard Mitigation Plan

Dear Ms. Havens,

Thank you for submitting the Montgomery County 2024 Multi-Hazard Mitigation Plan for our review. As authorized by the FEMA-State Program Administration by States Agreement, reiterated under FEMA-4447-DR-OH, the Ohio Emergency Management Agency has reviewed the Montgomery County plan and found that it has met the required criteria contained in 44 CFR Part 201.6.

The plan is now approved pending adoption. The next step is for the county and its participating jurisdictions to formally adopt this plan by passing and signing a resolution or ordinance as appropriate. Once the plan has been adopted, please forward copies of the adoption documents to our office. The Mitigation Branch will forward these documents to FEMA Region V. Communities that do not adopt the plan will not be eligible for Federal mitigation funding. After review of the adoption documents, FEMA will issue a letter granting final approval of the plan.

Please note that participating jurisdictions that adopt the plan more than one year after the date of this letter must either:

- Validate that their information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and their mitigation strategy (no changes necessary); or
- Make the necessary updates before submitting the adoption resolution to FEMA.

Should you have any questions please contact Luan Nguyen at 614/799-3531, or by email at lknguyen@dps.ohio.gov.

Sincerely,

Steven A. Ferryman, CFM
State Hazard Mitigation Officer
Mitigation Branch Chief

Attachments: State-Evaluated Local Mitigation Plan Review Tool dated November 12, 2024

Cc: Phil Clayton, Regional Supervisor, Ohio EMA
Sam Reed, Emergency Management Specialist, Ohio EMA
File

SAF/ln

Sima S. Merick, Executive Director
2855 West Dublin-Granville Road
Columbus, Ohio 43235-2712 U.S.A.

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO CONTINUE PARTICIPATION IN THE MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN IN CONJUNCTION WITH THE MONTGOMERY COUNTY OFFICE OF EMERGENCY MANAGEMENT.

WHEREAS, there currently exists between the City of Huber Heights, Ohio and the Board Of Commissioners of Montgomery County, Ohio, an agreement that Montgomery County, through its Office of Emergency Management, shall provide emergency management assistance to the City in conjunction with a countywide coordinated program; and

WHEREAS, through this countywide coordinated program, the Montgomery County Office Of Emergency Management has developed the 2024 Montgomery County Natural Hazard Mitigation Plan that includes all hazards to which Montgomery County and its municipalities are susceptible as per Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, goals, objectives, and strategies to mitigate against the hazards that have been identified in Montgomery County, including the City of Huber Heights have been developed; and

WHEREAS, mitigation measures for the City and surrounding areas have bene analyzed and prioritized; and

WHEREAS, the 2024 Montgomery County Natural Hazard Mitigation Plan has been reviewed.

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

Section 1. The City Manager is hereby authorized to adopt and implement the actions prescribed in the 2024 Montgomery County Natural Hazard Mitigation Plan, which is on file in the Office of the Director of the Montgomery County Office Of Emergency Management and is on file in the Office of the Clerk Of Council.

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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10712

New Business K.
City Manager

City Council Meeting

Meeting Date: 03/10/2025

Tennis Court Resurfacing - Thomas Cloud Park - Solicit Bids

Submitted By: Sarah Forsythe

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Audio-Visual Needs: None

Emergency Legislation?: No

Division: Parks/Recreation

Date(s) of Committee Review: 03/04/2025

Legal Review: Not Needed

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Solicit Bids For The Repair And Resurfacing Of Tennis Courts At Thomas A. Cloud Memorial Park.
(first reading)

Purpose and Background

The tennis courts at Thomas A. Cloud Memorial Park are in need of resurfacing and repair. The Parks and Recreation Department was awarded a \$5,000 grant from the U.S. Tennis Association (USTA) to assist with this work. This project will solicit bids to resurface four or more courts in the park as is planned for each year in the Capital Improvement Plan (Plan). Due to the grant stipulations, these tennis courts will be laid out for tennis only.

Fiscal Impact

Source of Funds: Parks And Recreation Capital Fund/Grant Funds

Cost: \$100,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

\$100,000 has been allocated in the Capital Improvement Budget for tennis court resurfacing which includes the \$5,000 USTA grant.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR THE REPAIR AND RESURFACING OF TENNIS COURTS AT THOMAS A. CLOUD MEMORIAL PARK.

WHEREAS, the City of Huber Heights owns and operates tennis courts at Thomas A. Cloud Memorial Park; and

WHEREAS, Thomas A. Cloud Memorial Park experiences a high volume of patronage seeking recreation opportunities, including local tennis teams and social groups; and

WHEREAS, the City desires to provide quality sports facilities to meet the needs of the community.

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

Section 1. The City Manager is hereby authorized to solicit bids for the repair and resurfacing of the Thomas A. Cloud Memorial Park tennis courts in an amount not to exceed \$100,000.00.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and 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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10713

New Business L.
City Manager

City Council Meeting

Meeting Date: 03/10/2025

Multi-Sport Court System - Community Park - Award Contract

Submitted By: Sarah Forsythe

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Audio-Visual Needs: None

Emergency Legislation?: No

Division: Parks/Recreation

Date(s) of Committee Review: 03/04/2025

Legal Review: Not Needed

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The Purchase And Installation Of A Multi-Sport Court System At The Community Park Basketball Courts And Waiving The Competitive Bidding Requirements.
(first reading)

Purpose and Background

The basketball courts at Community Park are in a state of disrepair. The basketball courts are in need of immediate repair due to deep cracks, multiple low-lying areas, and trip hazards from tennis post footers that were not removed properly. The multi-sport court modular system engineered by Sport Court and provided by Gamechanger Athletics provides a solution that avoids massive asphalt repair. This innovative system provides a top-of-the-line play experience with an attractive surface that lasts 20 years or more on average. Representatives of the Parks and Recreation Board recently took a field trip to Middletown, Ohio to see a Gamechanger Athletics court installation. After playing a few rounds of pickleball and basketball, these representatives agreed with the Parks Manager's assessment that the Sport Court surfacing would suit Community Park well.

Fiscal Impact

Source of Funds: Parks And Recreation Capital Fund

Cost: \$220,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Picture 1

Picture 2

Resolution

Exhibit A





CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE PURCHASE AND INSTALLATION OF A MULTI-SPORT COURT SYSTEM AT THE COMMUNITY PARK BASKETBALL COURTS AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, the City of Huber Heights owns and operates basketball courts at Community Park; and

WHEREAS, the basketball courts at Community Park have fallen into a state of disrepair that would require substantial asphalt and resurfacing work to pave a traditional court; and

WHEREAS, Gamechanger Athletics is the regional dealer of Sport Court products which provide quality multi-sport modular surfacing as an alternative to traditionally paved courts; and

WHEREAS, Gamechanger Athletics is a member of the cooperative purchasing agreement known as Sourcewell, guaranteeing competitive pricing to the City of Huber Heights.

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

Section 1. The City Manager, or his designee, is hereby authorized and directed to engage Gamechanger Athletics for the purchase and installation of a multi-sport system at the Community Park basketball courts, which is conceptually represented and attached hereto as Exhibit A. Such authorization includes the execution of any and all documents necessary to accomplish this directive.

Section 2. Consistent with Section 171.12(b) of the Codified Ordinances of Huber Heights, the competitive bidding requirements are hereby waived.

Section 3. The City Manager's scope and authority as noted above shall be based on the following budgetary not to exceed limitations:

- Sport Court System: \$200,000.00
- Contingency: \$20,000.00

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 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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

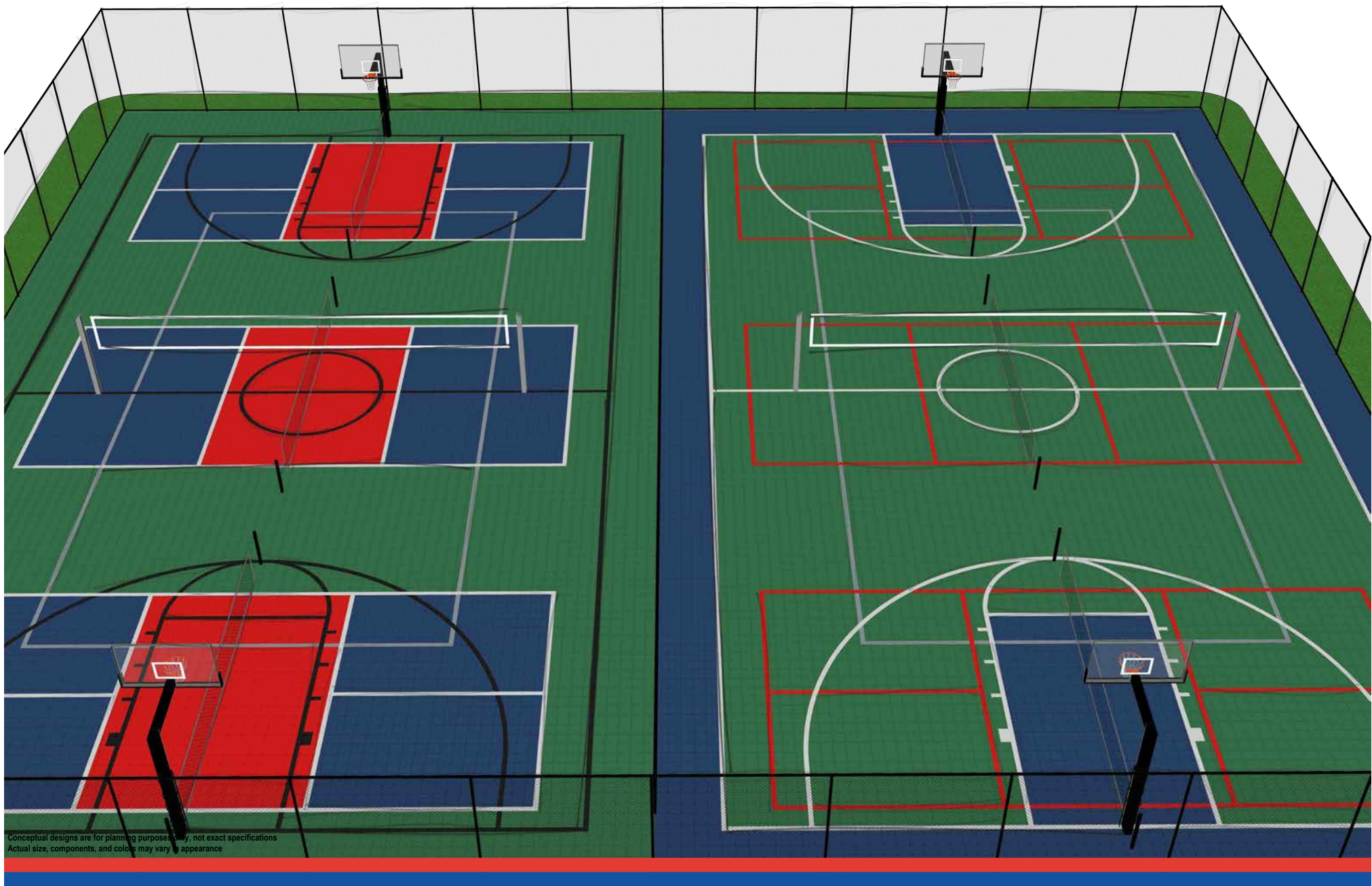
AUTHENTICATION:

Clerk of Council

Mayor

Date

Date



Huber Heights Community Park
3D View 1

Date created: Oct 23, 2024
Date edited: Oct 23, 2024



Conceptual designs are for planning purposes only, not exact specifications
Actual size, components, and colors may vary in appearance



Huber Heights Community Park
3D View 2

Date created: Oct 23, 2024
Date edited: Oct 23, 2024



Conceptual designs are for planning purposes only, not exact specifications
Actual size, components, and colors may vary in appearance



Huber Heights Community Park
3D View 3

Date created: Oct 23, 2024
Date edited: Oct 23, 2024

AI-10714

City Council Meeting

**New Business M.
City Manager**

Meeting Date: 03/10/2025

Disposal Of Surplus Vehicles - Police Division

Submitted By: Anthony Ashley

Department: City Manager **Division:** Police

Council Committee Review?: Council **Date(s) of Committee Review:** 03/04/2025
Work
Session

Audio-Visual Needs: None **Legal Review:** Not Needed

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

A Resolution Declaring Certain City Property In The Police Division No Longer Needed For Municipal Purposes As Surplus And Authorizing Disposal Of Said Surplus Property.
(first reading)

Purpose and Background

This legislation is to authorize the disposal of surplus vehicles in the Police Division.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

DECLARING CERTAIN CITY PROPERTY IN THE POLICE DIVISION NO LONGER NEEDED FOR MUNICIPAL PURPOSES AS SURPLUS AND AUTHORIZING DISPOSAL OF SAID SURPLUS PROPERTY.

WHEREAS, the City of Huber Heights is in possession of certain property including vehicles assigned to the Police Division; and

WHEREAS, the property is no longer needed for municipal purposes.

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

Section 1. Consistent with the provisions of the Ohio Revised Code Section 721.15 and applicable Huber Heights Codified Ordinances and purchasing procedures, the following equipment is declared surplus, no longer required for municipal purposes, and authorization is hereby provided to dispose of the property consistent with the provisions of the Huber Heights Codified Ordinances.

VIN #	MAKE/MODEL/YEAR	ASSET TAG
2GNAXHEV6J6123935	CHEVROLET/EQUINOX/2018	P01809
22C3CDXAT7MH662845	DODGE/CHARGER/2021	P01859
2C3CDXAT9MH662844	DODGE/CHARGER/2021	P01858
1GNLCDEC3LR238446	CHEVROLET/TAHOE/2020	
1FM5K8AR3GGC50518	FORD/EXPLORER/2016	P01750
1GNLCDEC8LR238488	CHEVROLET/TAHOE/2020	P01854
2C3CDXAT0MH662847	DODGE/CHARGER/2021	
2C3CDXAT6MH639542	DODGE/CHARGER/2021	P01857

Section 2. Authorization is hereby provided to the City Manager to dispose of the listed surplus item(s) on an online auction site or in such other manner as authorized by law.

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

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

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10715

New Business N.
City Manager

City Council Meeting

Meeting Date: 03/10/2025

Janitorial Services - City Buildings - Award Contract

Submitted By: Linda Garrett

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Audio-Visual Needs: None

Emergency Legislation?: No

Division: Public Works

Date(s) of Committee Review: 03/04/2025

Legal Review: Not Needed

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Award A Three-Year Contract And An Option For A One-Year Extension For The Provision Of Janitorial Services For The City Hall Building, The Police Building, The Senior Center Building, The Richard F. Shomper City Governance Center Building, The Huber Heights Community Center, The Montgomery County Municipal Court Building, And 6428 Chambersburg Road. (first reading)

Purpose and Background

This legislation is to authorize the award of a contract for janitorial services for City buildings.

Fiscal Impact

Source of Funds: Public Works Division Budget

Cost: \$200,000 Annually

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO AWARD A THREE-YEAR CONTRACT AND AN OPTION FOR A ONE-YEAR EXTENSION FOR THE PROVISION OF JANITORIAL SERVICES FOR THE CITY HALL BUILDING, THE POLICE BUILDING, THE SENIOR CENTER BUILDING, THE RICHARD F. SHOMPER CITY GOVERNANCE CENTER BUILDING, THE HUBER HEIGHTS COMMUNITY CENTER, THE MONTGOMERY COUNTY MUNICIPAL COURT BUILDING, AND 6428 CHAMBERSBURG ROAD.

WHEREAS, the City of Huber Heights is responsible for the maintenance and cleanliness of the City Hall Building, the Police Building, the Senior Center Building, the Richard F. Shomper City Governance Center Building, the Huber Heights Community Center, the Montgomery County Municipal Court Building, and 6428 Chambersburg Road to keep these buildings operating efficiently and safely; and

WHEREAS, the City of Huber Heights desires to contract with one company which can provide the requisite janitorial services for all of the aforementioned facilities at the most responsible price and quality of service for a period of three years from January 1, 2025 to December 31, 2027, with the option of a one-year extension; and

WHEREAS, the cost for such services is estimated in an amount not to exceed \$200,000.00.

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

Section 1. The City Manager is hereby authorized to award a three-year contract from January 1, 2025 to December 31, 2027 for the provision of janitorial services for the City Hall Building, the Police Building, the Senior Center Building, the Richard F. Shomper City Governance Center Building, the Montgomery County Municipal Court Building, and 6428 Chambersburg Road to Environment Control, P.O. Box 877, Tipp City, Ohio 45371 in an amount not to exceed \$200,000.00 annually for a three-year period, with an option for a one-year contract extension.

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 taken in meetings open to the public and in conformance 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 _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-10721

City Council Meeting

**New Business O.
City Manager**

Meeting Date: 03/10/2025

Opposition Resolution - Tax Exempt Bonds For City Use

Submitted By: Rachael Dillahunt

Department: City Manager **Division:** City Manager

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 03/04/2025

Audio-Visual Needs: None **Legal Review:** In Process

Emergency Legislation?: No **Motion/Ordinance/
Resolution No.:**

Agenda Item Description or Legislation Title

A Resolution Declaring Support For The Preservation Of The Federal Tax Exemption Of Municipal Bonds.
(first reading)

Purpose and Background

The federal government has considered removing the tax exemption on municipal bonds to generate additional revenue, as taxing bond interest could bring in billions of dollars. The federal government has also argued that the exemption disproportionately benefits high-income investors while reducing potential federal tax income. The last time this issue was considered was during the Tax Cuts And Jobs Act (TCJA) of 2017; however, the provision to eliminate the exemption was not included in the final enacted legislation. City Staff strongly support preserving the federal tax exemption for municipal bonds, recognizing the vital role in funding essential infrastructure projects such as roads, bridges, utilities, water and sewer systems, and public facilities. These tax-exempt bonds enable the City to secure affordable financing, reducing borrowing costs and minimizing the financial burden on residents. Without this exemption, borrowing would become significantly more expensive. City Staff recommend passing a resolution urging the Ohio Congressional Delegation to advocate for the continued protection of municipal bond tax exemptions, ensuring the City can maintain and expand critical infrastructure while fostering economic growth and community well-being.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX
EXEMPTION OF MUNICIPAL BONDS.

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers to achieve a multiplier effect of 2.11, meaning that for every dollar, borrowers achieve \$2.11 in borrowing cost savings thereby demonstrating the efficiency and effectiveness of this exemption in facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, the Huber Heights City Council finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of agriculture products, equipment, and other goods, and increase safety.

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

Section 1. The Huber Heights City Council hereby encourages the Ohio Congressional Delegation to assist the City of Huber Height, Ohio by preserving the tax-exempt status of municipal bonds by supporting and ensuring the protection of the federal tax exemption of municipal bonds.

Section 2. Copies of this Resolution shall be furnished to all members of the Ohio Congressional Delegation.

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

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

Passed by Council on the _____ day of _____, 2025;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date