CITY OF HUBER HEIGHTS
STATE OF OHIO

City Council Work Session

January 21, 2025
6:00 P.M.
City Hall - Council Chambers - 6131 Taylorsville Road - Huber Heights, Ohio

1. **Call Meeting To Order/Roll Call**

2. **Approval Of Minutes**

   A. January 7, 2025

3. **Work Session Topics Of Discussion**

   A. City Manager Report

   B. Supplemental Appropriations

      * Supplemental Appropriations

      * Car Mobile Data Terminals Purchase - Police Division

   C. Veolia Water - Contract Modification - 2025 Capital Projects

   D. 2025 Rehabilitation Of Sewer Lines Project - Solicit Bids

   E. Mast Arm Traffic Signal Installation - Brandt Pike/Fishburg Road Intersection - Solicit Bids

F. 2025 Street Program - Solicit Bids

G. 2025 Sidewalk Program And Concrete Portion Of The 2025 Street Program - Solicit Bids

H. Water Meter Replacement Project - Award Contract

I. Richard F. Shomper City Governance Center - Cabling/Equipment - Award Contract

J. Case RZ 24-29 - A&F Investments Property - Rezoning - 5543 Old Troy Pike

K. United States Semiquincentennial Celebration

L. 2025 Rules Of Council

M. Board And Commission Appointments

* Planning Commission - Vacancy

4. **Adjournment**

AI-10603		**Topics Of Discussion**	**A.**
Council Work Session			
Meeting Date:	01/21/2025		
City Manager Report			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	01/21/2025
Audio-Visual Needs:	SmartBoard	**Legal Review:**	
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-10607		**Topics Of Discussion**	**B.**
Council Work Session			
Meeting Date:	01/21/2025		
Supplemental Appropriations			
Submitted By:	Jim Bell		
Department:	Assistant City Manager - Finance/ED	**Division:**	Finance/Tax
Council Committee Review?:	Council Work Session		
Date(s) of Committee Review:	01/21/2025		
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Supplemental Appropriations

* Supplemental Appropriations

Purpose and Background

The supplemental appropriations are for the following purposes:

- $44,600 for architectural services for a proposed indoor music venue.
- $166,061 for docking station installations in 7 police cruisers.
- $24,000 for Montgomery County collection fees for the new Heathermere TIF Fund.
- $24,000 for Montgomery County collection fees for the new The Meadows TIF Fund.
- $24,000 for Montgomery County collection fees for the new Waverly Place TIF Fund.
- $20,705.72 for reimbursement of a fire insurance deposit following proof of completed renovations (matched by previous deposit).

Fiscal Impact

Source of Funds:	Various Funds
Cost:	$282,661
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

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.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2025 operating and project funding.

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

Section1. Ordinance No. 2024-O-2676 is hereby amended as shown in Exhibit A of this Ordinance.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

EXHIBIT A

AMENDING ORDINANCE NO. 2024-O-2676 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025.

1) Section 1 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 101 General Fund, as follows:

   a. Subsection j) Management, Operations and Capital of $44,600.00
   b. Subsection n) Information Technology, Operations and Capital of $166,061.00.

2) Section 26 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 260 Montgomery County Heathermere TIF Fund, as follows:

   a. Subsection a) Finance, Operations and Capital of $24,000.00.

3) Section 27 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 261 Montgomery County The Meadows TIF Fund, as follows:

   a. Subsection a) Finance, Operations and Capital of $24,000.00.

4) Section 28 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 262 Montgomery County Waverly Place TIF Fund, as follows:

   a. Subsection a) Finance, Operations and Capital of $24,000.00.

5) Section 52 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 723 Fire Insurance Fund, as follows:

   a. Subsection a) Finance, Operations and Capital of $20,705.72.

General Fund	$210,661.00
Mont Co Heathermere TIF Fund	$24,000.00
Mont Co The Meadows TIF Fund	$24,000.00
Mont Co Waverly Place TIF Fund	$24,000.00
Fire Insurance Fund	$20,705.72

AI-10608 **Topics Of Discussion**

Council Work Session

Meeting Date: 01/21/2025

Car Mobile Data Terminals Purchase - Police Division

Submitted By: Maria Beisel

Department:	City Manager	**Division:**	Information Technology
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	01/21/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

* Car Mobile Data Terminals Purchase - Police Division

Purpose and Background

Mobile Data Terminals currently in use by the Police Division have reached end of life and are no longer serviceable. Additionally, the Current Mobile Data Terminals will not be supported after October, 2025. The tablets offered by BRITE allow for future upgrades and system enhancements.

Fiscal Impact

Source of Funds:	IT Budget
Cost:	$160,581
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

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.

WHEREAS, there is a need to replace the in-car Mobile Data Terminals for use by the Police Division of the City of Huber Heights in order to provide continued service to the citizens; and

WHEREAS, purchases greater than $75,000 require authorization by the City Council; and

WHEREAS, the current Mobile Data Terminals are no longer serviceable and will not be supported after October, 2025; and

WHEREAS, BRITE offers new Omnia R200803 tablets and accessories with the needed technology for future upgrades or system enhancements and BRITE is a sole source vendor.

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

Section 1. The City Manager is hereby authorized to contract for the purchase of 22 Mobile Data Terminal devices and accessories for the Police Division with vendor, BRITE, as a sole source vendor at a cost not to exceed $160,581.00.

Section 2. Consistent with the provisions of the City Charter and the Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

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-10577 **Topics Of Discussion** C.

Council Work Session

Meeting Date: 01/21/2025

Veolia Water - Contract Modification - 2025 Capital Projects

Submitted By:	Hanane Eisentraut		
Department:	Assistant City Manager - Public Services	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	01/21/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Veolia Water - Contract Modification - 2025 Capital Projects

Purpose and Background

This legislation will authorize the City Manager to enter into contract modification and increase Veolia North America's contract by $2,027,000 to cover the cost of additional services and expenses throughout Fiscal Year 2025. A list of the 2025 Capital Projects is attached.

Fiscal Impact

Source of Funds:	WaterFund/Sewer Fund
Cost:	$2,027,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

2025 Veolia Capital Projects

Resolution

EXHIBIT A

Veolia Capital Projects - 2025
BUDGET ESTIMATE

AMOUNT	Fund	PROJECT
$60,000.00	Water	Misc and Emergency Projects
$50,000.00	Water	High Service Pump inspection & Repair
$60,000.00	Water	Low Service Pump/Motor inspection & Repair
$60,000.00	Water	NF Pump/Motor Inspection & Repair
$60,000.00	Water	Water Valve Turning Program
$50,000.00	Water	Leak Detection on the Entire Distribution System
$60,000.00	Water	VFD Pump Replacement/Repair At WTP (Contingency)
$15,000.00	Water	Water Treatment Plant Communication Modification (Contingency)
$85,000.00	Water	WTP Gate Revamp
$280,000.00	Water	WTP Program Logic Control
$35,000.00	Water	New Chemical Feed Lines & Conduit NFChemical Feed Syst.
$100,000.00	Water	Install Back Up Radio's Antenna's at Booster Sta. &Towers (Back up Communication System)
$10,000.00	Water	Replace Chemical Feed Pumps, 2 per year (Contingency)
$600,000.00	Water	NF Softening 3 Skids - Filter Replacement
$180,000.00	Water	Redevelop Well No 6
$12,000.00	Water	Reaction Basin/ Residual Basin Pump Out
$25,000.00	Water	Clearwell/ Reaction Basin/ Residual Basin Inspections
$35,000.00	Water	Bulk/Day Tank Cleaning & Proper Disposal

$1,777,000.00

$40,000.00	Sanitar y	Lift Station Repairs - Pump Replacement
$30,000.00	Sanitar y	Potential for VFD Replacement (Contingency)
$120,000.00	Sanitar y	Missions Communications for 14 Lift Stations
$60,000.00	Sanitar y	Misc and Emergency Projects/Upgrades for Sanitary Distribution System

$250,000.00

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

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.

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

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

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

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

Section 1. The City Manager is hereby authorized to enter into a contract modification to increase the not to exceed amount of the Veolia North America contract by $2,027,000.00 to a new total of $6,500,000.00 to cover all additional expenses throughout Fiscal Year 2025 as needed.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and 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 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-10579 **Topics Of Discussion** **D.**

Council Work Session

Meeting Date: 01/21/2025

2025 Rehabilitation Of Sewer Lines Project - Solicit Bids

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services
Division: Engineering

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 01/21/2025

Audio-Visual Needs: None
Legal Review: Not Needed

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

Agenda Item Description or Legislation Title

2025 Rehabilitation Of Sewer Lines Project - Solicit Bids

Purpose and Background

This legislation will allow for the soliciting, advertising and receiving of bids for the 2025 Rehabilitation Of Sewer Lines Project. Lining the sanitary sewer will be performed as a corrective action to eliminate groundwater infiltration, improve the flow capacity, increase the strength of the pipes, and reduce sewage treatment costs. The Sewer Fund will be utilized to construct this project at a cost not to exceed $400,000. A final map showing the locations of the sanitary sewer pipe linings will be submitted when City Staff come back to the City Council to award the bid to the selected contractor.

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-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE CONSTRUCTION OF THE 2025 REHABILITATION OF SEWER LINES PROJECT.

WHEREAS, the City Council has determined that there is a need to improve the sanitary sewer system by eliminating inflow and infiltration; and

WHEREAS, City Staff have identified sanitary sewer lines within the City which are in urgent need of rehabilitation.

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

Section 1. The City Manager is hereby authorized to solicit, advertise, and receive responses from qualified firms for the construction of the 2025 Rehabilitation Of Sewer Lines Project at a cost not to exceed $400,000.00.

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 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 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-10578 **Topics Of Discussion** **E.**

Council Work Session

Meeting Date: 01/21/2025

Mast Arm Traffic Signal Installation - Brandt Pike/Fishburg Road Intersection - Solicit Bids

Submitted By:	Hanane Eisentraut		
Department:	Assistant City Manager - Public Services	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	01/21/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Mast Arm Traffic Signal Installation - Brandt Pike/Fishburg Road Intersection - Solicit Bids

Purpose and Background

This legislation will permit the City to receive bid proposals to upgrade the traffic signal, update curb ramps, and install crosswalk stamping at the intersection of Brandt Pike and Fishburg Road. The surveying and the design of this project have already been completed by TEC Engineering. The design includes mast arm traffic signals, a signal plan layout with conduit routing, a timing plan, a phasing plan, signal pre-emption, ADA curb ramps, pavement markings, and thermoplastic impressed asphalt. The Capital Improvement Fund will be utilized for the construction of this project.

Fiscal Impact

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

Attachments

Map
Resolution

TRAFFIC SIGNAL REBUILD - BRANDT PK (SR 201) & FISHBURG RD

MODEL: Sheet PAPERSIZE: 34x22 (in.) DATE: 12/19/2024 TIME: 5:24:39 PM USER: John Douglas
\\10.1.2.4\Projects\2024 Projects\24096 Huber Heights, City of\004 Signal Design - Brandt & Fishburg\Drawings\24096-004_TP.dwg



PAVEMENT MARKING LEGEND

CW	CROSSWALK LINE
SL	STOP LINE, 24" WHITE
SY	ARROW SYMBOL
CL	CENTER LINE
CH	CHANNELIZING LINE, 8"
LL	LANE LINE, 4"
SC	SPECIAL - STAMPED CROSSWALK (SEE GENERAL NOTES)

ALL PAVEMENT MARKING STATIONING REFERENCED TO ASSOCIATED STREET
NOTE: ALL PERMANENT PAVEMENT MARKINGS ARE TO BE THERMOPLASTIC

HORIZONTAL SCALE IN FEET
0 5 10 20

PAVEMENT MARKING PLAN

DESIGN AGENCY
TEC Engineering, Inc
PLAN PREPARED BY:
TEC Engineering, Inc.
7289 Central Ponke Blvd.
Mason, OH 45040

DESIGNER
JMD

REVIEWER
MJH 12/13/24

PROJECT ID
24096-004

SHEET 13 | TOTAL 17

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

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.

WHEREAS, the design and construction plans for the construction of the Mast Arm Traffic Signals At The Brandt Pike/Fishburg Road intersection Project have been completed by TEC Engineering; and

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

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

Section 1. The City Manager is authorized to solicit, advertise, and receive responses from qualified firms for the installation of the Mast Arm Traffic Signals At The Brandt Pike/Fishburg Road Intersection Project at a cost not to exceed $600,000.00.

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 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 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-10598 **Topics Of Discussion** **F.**

Council Work Session

Meeting Date: 01/21/2025

2025 Street Program - Solicit Bids

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services
Division: Engineering
Council Committee Review?: Council Work Session
Date(s) of Committee Review: 01/21/2025

Audio-Visual Needs: None
Legal Review: Not Needed

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

Agenda Item Description or Legislation Title

2025 Street Program - Solicit Bids

Purpose and Background

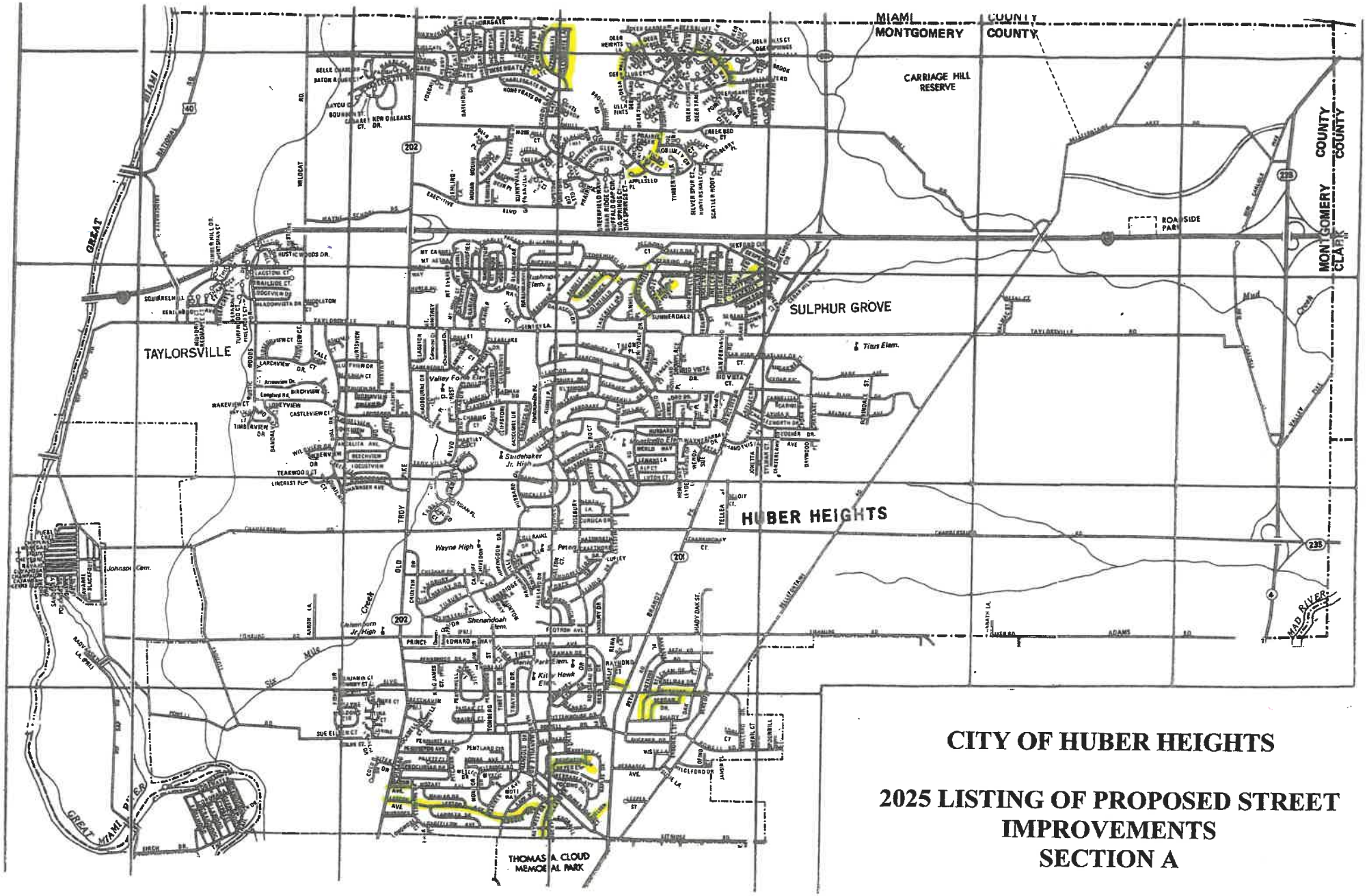
This legislation will allow for the soliciting, advertising, and receiving of bids for the 2025 Street Program. The Local Street Capital Improvement Fund will be utilized to construct this project at a cost not to exceed $1,900,000. Plans and specifications for the project will be prepared by the Engineering 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

Map
Resolution
Exhibit A



CITY OF HUBER HEIGHTS

2025 LISTING OF PROPOSED STREET IMPROVEMENTS SECTION A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE 2025 STREET IMPROVEMENT PROGRAM, NON-CONCRETE WORK.

WHEREAS, City Staff have identified certain streets within the City which are in urgent need of repair; and

WHEREAS, the City Council has determined to proceed with the 2025 Street Improvement Program, as described in Exhibit A, during the 2025 construction season including reconstruction of the streets identified on the list, related underground utility repair costs, roadway earthwork, and miscellaneous base and drainage work; and

WHEREAS, the Local Street Capital Improvement Fund is available to cover the cost of this work; and

WHEREAS, the City Council has agreed to a Request For Proposals (RFP) process to be facilitated by City Staff.

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

Section 1. The City Manager is hereby authorized to solicit, advertise, and receive responses from qualified firms for the construction of the 2025 Street Improvement Program, non-concrete work as described in Exhibit A. The cost of this portion of the 2025 Street Improvement Program will not exceed $1,900,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

EXHIBIT A
CITY OF HUBER HEIGHTS
2025 STREET IMPROVEMENTS

1	Appleseed Place	from Rolling Glen Drive to cul de sac base repair, cold planing, curb and gutter replacement, asphalt repaving
2	Barnard Drive	from Benedict Road to Shady Oak Street base repair, cold planing, curb and gutter replacement, asphalt repaving
3	Bergan Drive	from Barnard Drive to Shady Oak Street base repair, cold planing, curb and gutter replacement, asphalt repaving
4	Deer Plains Way	from Charlesgate Road to Trowbridge Way base repair, cold planing, curb and gutter replacement, asphalt repaving
5	Deer Valley Drive	from Charlesgate Road to Deer Knolls Drive base repair, cold planing, curb and gutter replacement, asphalt repaving
6	Emeraldgate Drive	from Charlesgate Road to Watergate Drive base repair, cold planing, curb and gutter replacement, asphalt repaving
7	Korner Drive	from Harshmanville Road to Keywest Drive base repair, cold planing, curb and gutter replacement, asphalt repaving
8	Leston Avenue	from Old Troy Pike to Harshmanville Road base repair, cold planing, curb and gutter replacement, asphalt repaving
9	Macon Avenue	from Old Troy Pike to Lemoyne Drive base repair, cold planing, curb and gutter replacement, asphalt repaving
10	Naughton Drive	from Nebraska Avenue to Neptune Lane base repair, cold planing, curb and gutter replacement, asphalt repaving
11	Neyer Court	from Naughton Drive to cul de sac base repair, cold planing, curb and gutter replacement, asphalt repaving

EXHIBIT A
CITY OF HUBER HEIGHTS
2025 STREET IMPROVEMENTS

12	Nielson Court	from Pepper Drive to cul de sac base repair, cold planing, curb and gutter replacement, asphalt repaving
13	Packard Drive	from Kitridge Road to dead end base repair, cold planing, curb and gutter replacement, asphalt repaving
14	Redbank Lane	from Bassett Drive to Remmick Lane base repair, cold planing, curb and gutter replacement, asphalt repaving
15	Rye Drive	from Brandt Pike to Rosalie Road cold planing, asphalt repaving
16	Saffron Drive	from Shepherdess Drive to Stonehurst Drive base repair, cold planing, curb and gutter replacement, asphalt repaving
17	Seagate Place	from Emeraldgate Drive to cul de sac asphalt repaving, pavement markings crosswalk stamping
18	Springport Way	from Stockholm Drive to cul de sac base repair, cold planing, curb and gutter replacement, asphalt repaving
19	Stonesboro Drive	from Summerdale Drive to Stonehurst Drive base repair, cold planing, curb and gutter replacement, asphalt repaving
20	Trowbridge Way	from Rolling Glen Drive to Shull Road base repair, cold planing, curb and gutter replacement, asphalt repaving
21	Tulip Tree Court	from Trowbridge Way to cul de sac base repair, cold planing, curb and gutter replacement, asphalt repaving
22	Watergate Drive	from Emerldgate Drive to Charlesgate Road base repair, cold planing, curb and gutter replacement, asphalt repaving

AI-10589 **Topics Of Discussion** **G.**

Council Work Session

Meeting Date: 01/21/2025

2025 Sidewalk Program And Concrete Portion Of The 2025 Street Program - Solicit Bids

Submitted By:	Hanane Eisentraut		
Department:	Assistant City Manager - Public Services	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	01/21/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

2025 Sidewalk Program And Concrete Portion Of The 2025 Street Program - Solicit Bids

Purpose and Background

At this time, it is necessary to secure construction bids for the remaining portions of the 2025 Sidewalk Program. In July, 2024, the City Council passed legislation declaring the necessity of making these sidewalk repairs. Since that time, property owners have had the option of doing the work themselves, utilizing a bonded contractor, and some of the homeowners have elected to perform the sidewalk work with their own contractor.

This legislation allows the City to solicit bids for the 2025 Sidewalk Program. This year's program includes Alter Road, Almont Place, Bothwell Place, Castlecrest Drive, Centerlawn Drive, Chalet Place, Cosner Drive, Highbury Road, Longford Road, Lunceford Drive, Mauford Drive, and Mercedes Road.

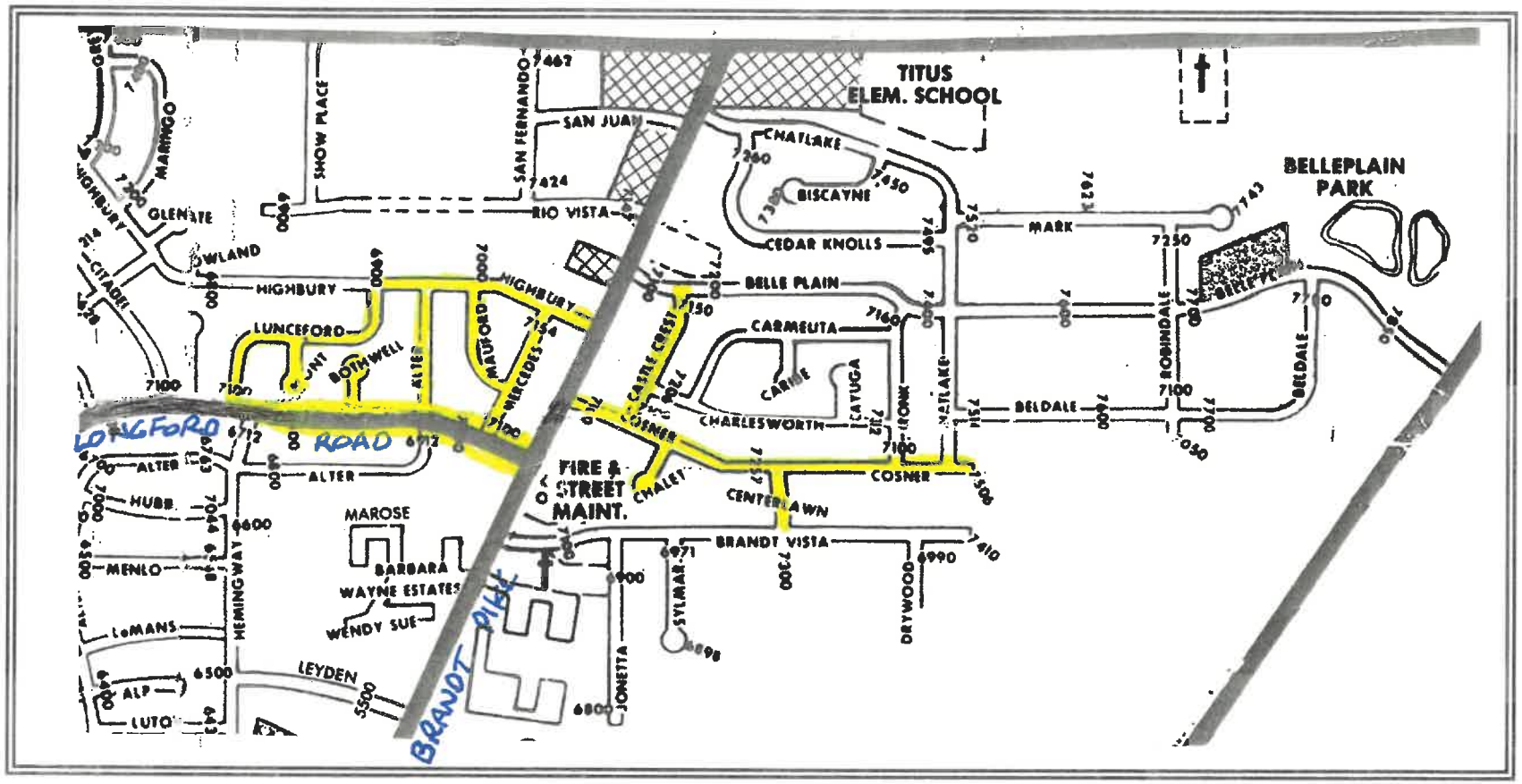
This legislation also allows for the receipt of bids for the concrete portion (curbing) of the 2025 Street Improvement Program.

Fiscal Impact

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

Attachments

Map
Resolution



Project Location Map
2025 SIDEWALK PROGRAM

Huber Heights, Ohio

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

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.

WHEREAS, the City Council has previously authorized the Resolution Of Necessity No. 2024-R -7450 for the 2025 Sidewalk Program; and

WHEREAS, City Staff believe it prudent to bid the concrete portion of the 2025 Street Improvement Program with other concrete related construction work; and

WHEREAS, the City Council has agreed to a Request For Proposal (RFP) process to be facilitated by City Staff.

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

Section 1. The City Manager is hereby authorized to solicit, advertise, and receive responses from qualified firms for the construction of the 2025 Sidewalk Program and the concrete portion of the 2025 Street Improvement Program. The cost of the 2025 Sidewalk Program portion of this work shall not exceed $170,000.00 and the cost of the concrete portion of the 2025 Street Improvement Program shall not exceed $950,000.00.

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 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 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-10600 **Topics Of Discussion** H.

Council Work Session

Meeting Date: 01/21/2025

Water Meter Replacement Project - Award Contract

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 01/21/2025

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

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

Agenda Item Description or Legislation Title

Water Meter Replacement Project - Award Contract

Purpose and Background

This project will replace the water meters throughout the City over three to four years with upgraded meters, an upgraded remote radio reading system, and an online dashboard for water customers to better track water usage. The current meters are reaching the end of useful life and need to be replaced to ensure accurate water usage readings. Accurate water meter readings allow the City to determine better how much actual water loss is occurring within the system and strategically target the necessary repairs to reduce such loss. Veolia North America will supply all materials and labor for the project. During the installation of the new meters, Veolia North America will compile a database of water service line material to identify lead pipes, as the EPA now requires. The project's total cost is estimated to be approximately $7,750,000 over the contract period.

Fiscal Impact

Source of Funds: Water Fund

Cost: $7,750,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

City Staff anticipate the total project cost of $7,750,000.00 will be spread over the following budget years:

2025: $2,250,000.00
2026: $2,500,000.00
2027: $2,750,000.00
2028: $250,000.00

Attachments

Contract
Resolution

WATER METER REPLACEMENT AGREEMENT

THIS WATER METER REPLACEMENT AGREEMENT (hereinafter "Agreement") is made and entered into as of the __ day of January, 2025 (the "Effective Date"), by and between **THE CITY OF HUBER HEIGHTS**, an Ohio municipal corporation, whose address is 6131 Taylorsville Road, Huber Heights, Ohio (the "City"), and **VEOLIA WATER CONTRACT OPERATIONS USA, INC.**, a Delaware limited liability company, with an address at 461 From Road, Suite 400 Paramus, NJ 07652 (the "Company").

WHEREAS, the City owns and operates a water and wastewater system (the "System") as described in Appendix A of the Operations & Maintenance Agreement, which is attached hereto and made a part hereof;

WHEREAS, the City is responsible for overseeing the day-to-day operations, maintenance and management of the System;

WHEREAS, since 1995, the Company (or its predecessor in interest) has operated, maintained and managed the System under contract with the City;

WHEREAS, the City and Company have recently re-negotiated certain terms and conditions relative to the operation, maintenance and management of the System; and

WHEREAS, the City desires that the Company manage the conversion of all existing City water meters to new AMI V4 radio read water meters as an Additional Services Authorization (hereinafter "Agreement") under Section 7(b) of the Operations & Maintenance Agreement.

NOW, THEREFORE, in consideration of the agreements, terms and conditions stated herein, the parties agree as follows:

1. Term.

The Term of this Agreement shall be four (4) years. The Company will substantially complete the replacement of the water meters within the City's water system within three (3) years of the execution of this Agreement. Substantial completion shall mean at least 90% of all the water meters in the city have been converted.

2. Scope of Services.

(a) Water Meter Replacement. The complete Scope of Services is included in Exhibit A. The Company shall provide volume discount, purchase, and installation for the components and services as detailed in Exhibit B.

(b) Inventory. The City will receive the inventory of retired meters for salvage purposes. Veolia will provide salvage activities for the City, if so desired, for 20% (twenty percent) **of** the salvage funds received.

3. Capital Improvements/Legal Documents.

(a) Capital Improvements. Company's obligations under this Agreement are solely related to completing required Capital Expenditures (as defined by the Operations & Maintenance Agreement) under this Additional Services Authorization, being the conversion of certain existing water meters that are part of the City's Water System.

(b) Legal Documents. The City shall be provided with the warranties and associated meter manufacturer's information within 30 days of the execution date of this Agreement. Copies of all routine reports, including those deemed to be time sensitive, such accident reports, and others submitted by the Company to federal, state, and/or local agencies, or insurance companies shall be provided to the City Manager or designee within 10 days of the event given rise to such report.

(c) No Implied Warranties. Per Exhibit A, Company shall install water meters according to the manufacturer's recommendations. There are no warranties which extend beyond those expressed in this Agreement. Company disclaims, and City waives, any implied warranties or warranties imposed by law, including warranties of merchantability, fitness for a particular purpose, custom and usage, as to any of Company's services.

4. Personnel.

(a) Adequate Staffing. The Company shall ensure adequate staffing to complete the project within the installation schedule set forth in this agreement. The Company shall designate a local manager to be the primary contact person with the City. The Company shall, in the performance of the Contract, obey, and shall require all employees and agents to obey, all applicable Laws. To the extent permitted by law, the Company shall not permit a convicted sex offender or individual convicted of an offense of violence as defined at Ohio Revised Code section 2901.01(A)(9)(a) to perform services under this contract that involve personal contact with Citizens of Huber Heights Ohio (excluding other employees of Company) at their homes or places of business.

5. Compensation and Payment.

(a) Compensation. The Company shall be compensated by the City for each new meter installed by Company, gateways, Veolia costs for installation, Neptune subscriptions and all other line items as set forth in Exhibit B. In addition, Company will be compensated for gateway

installations at price plus 12.5% if costs exceed $10,000 per gateway installation and labor is provided by the Company. Subcontracted work shall be billed at cost plus 5%.

(b) Payment. The Company shall invoice the City on a monthly basis in accordance with Exhibit B; following a billing schedule as provided below. Such invoices shall be due and payable within thirty (30) days from the date received by the Owner per Section 6(c) in the Operations & Maintenance Agreement. The billing schedule shall be adjusted annually using the CPI calculation in Appendix D of the Operations & Maintenance Agreement.

Date	Monthly Invoiced Amount	
January 2025 - June 2025	$166,666.67	
July 2025 - June 2026	$208,333.33	
July 2026 - June 2027	$208,333.33	
July 2027 - January 2028	$250,000.01	
	Total cost in 2024 dollars (not adjusted for CPI)	**$7,750,000**

6. Changes in Scope of Services.

(a) General. In the event the City requests the Company to perform additional services related to the meter conversion beyond the scope of this Agreement, all requests shall be mutually agreed to by both Parties in writing per Section 6(b) below. The Company shall be entitled to costs plus twelve and one half percent 12.5% representing overhead and profit for these additional services if performed by Company staff. Subcontracted work shall be billed at cost plus 5%.

(b) Written Agreement. In cases where services beyond the scope of this agreement may be required or desirable, the Company and the City will reduce to writing an agreement of the additional scope and costs. The Company shall prepare an Additional Services Authorization ("ASA") form that shall include a detailed estimate of personnel hours and materials needed to perform the services. Except in an emergency, no services shall be performed prior to receipt of a City Purchase Order Number or the execution of the ASA by authorized representatives of the City and Company. The City shall not be responsible for any costs incurred by the Company in performing additional services prior to the receipt of the City's written approval, emergency response assistance excepted.

7. Termination/Default.

(a) Breach or Default. The City or Company may terminate this Agreement prior to the expiration of its terms, provided:

(i) the other party has materially breached the Agreement; and

(ii) the party claimed to have committed the breach is given written notice specifically detailing the nature of the alleged breach; and

(iii) the party that is claimed to have breached the Agreement shall have failed to undertake the necessary steps to cure the breach within a reasonable time which in no event shall be more than thirty (30) days from the receipt of notice.

(b) Termination. Either party may terminate this Agreement by delivery of written notice to the other party not less than one hundred twenty (120) days prior to the end of each contract year (e.g., notice must be delivered on or before September 1, 2025 for cancellation of meter replacements for 2026, and notice must be delivered on or before September 1, 2026 for cancellation of meter replacements for 2027). Upon the expiration or earlier termination of this Agreement, Company will prepare and submit to Owner a final invoice for all services performed by and amounts due to Company through the termination or expiration of this Agreement, such final invoice will be submitted to Owner after the termination or expiration of this Agreement, and Owner's obligation to pay said invoice shall survive the expiration or termination of this Agreement.

8. Insurance and Indemnification.

(a) Insurance. Insurance is to be provided by the meter replacement subcontractor with liability limits of $1 million including coverage for completed operations. The Company shall obtain copies of the vendor's insurance coverage's and bonds. Such insurance must be acceptable to the City and name the City as an additional insured and provide it cannot be canceled or changed without at least 30 days advance written notice to the City or 10 days for nonpayment of premium.

(b) Indemnification by the Company and meter replacement contractor. Company shall indemnify, defend and hold the City and its officials, employees, and agents (collectively, the "City Indemnified Parties") harmless from and against any and all liabilities, losses, fines, penalties, damages, costs, actions, expenses, claims, demands, liens, encumbrances, judgments, administrative proceedings or suits, arising out of or as a result of injury or damage to persons or property and including reasonable attorneys' fees and costs, imposed or asserted against or incurred by any of them arising out of (i) a breach of any of the representations, warranties or covenants contained in this Agreement by Company, (ii) an Environmental Claim (as defined in the Operations & Maintenance Agreement) arising due to the Company's and meter replacement contractor's negligence or willful misconduct; (iii), any discharge, dispersal, release, or escape from the System, any flow into or upon land, the atmosphere or

any water course or body of water arising due to the Company's and meter replacement contractor's negligence or willful misconduct; (iv) any violation by the Company and meter replacement contractor of any Applicable Law, or (v) the willful misconduct or negligent act or omission of the Company and meter replacement contractor's its agents, employees, and/or subcontractors in any way relating to the operation, maintenance and/or management of the System, or any part thereof during the term of this Agreement. The Company shall be liable only for that percentage of total damages that corresponds to its percentage of total negligence or fault. The Company shall require in its agreement with any meter replacement contractor or supplier that such party also provide similar indemnity to the City. Provided, however, that Company shall not be liable to the City indemnified Parties to the extent that any such liabilities, losses, damages, costs, actions, expenses, claims, demands, liens, encumbrances, judgments or suits result from the negligence or willful misconduct or breach of this Agreement by the City Indemnified Parties.

(c) Consequential Damages. Neither party shall be liable for any special, consequential, indirect or incidental damages relating in any way to this Agreement or the System, loss of actual or anticipated profits or revenue or cost of claims of customers.

(d) Limitation of Liability. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, Company's liability for performance or non-performance of any obligation arising under the Agreement (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in Section 8 of the Agreement, shall not exceed two million five hundred thousand dollars ($2,500,000) cumulatively for the duration of the Agreement, provided that the foregoing limitation shall not apply to any losses resulting from the gross negligence or willful misconduct of Company, or Company's subcontractors, employees or agents in breach of Company's obligations under this Agreement.

9. Reports.

(a) Project Records. The Company shall keep and maintain the records relating to this project in accordance with sound business practice. The records shall be kept on site at the Huber Heights facility. The Company is aware that these records may be public records in accordance with the Ohio Revised Code. The Company understands that the City is subject to the Ohio Public Records Act. Documents used in the course of this Agreement may be subject to the Ohio Public Records law and Retention Requirements. To the extent such documents are subject to said law, the Company shall make such documents available during the course of this Agreement and copies of same shall be turned over to the City at the conclusion of this Agreement.

(b) Project Status Report. The Company shall prepare and provide to the City within 20

days after the conclusion of each calendar month a Project Status Report covering a summary of the progress to date. Project Status Reports shall be provided to the City before the subsequent month's invoice is submitted for payment.

(c) Report Regarding Complaints. The Company will prepare on a monthly basis (or earlier should it relate to an emergency) a report of any and all complaints, problems, fines, citations, and inquiries relating to the project undertaken in this Agreement. The Company's responses to such complaints, problems, fines, citations, and inquiries shall be computerized in a database structure and reduced to writing. The copy of these reports and any requested Company responses both of which shall be in a format approved by the City, shall be kept in sequential order, and shall be provided to the City in the Project Status Report.

(d) Time for Responses. All written requests of the City shall be responded to by the Company in writing within five (5) days, except for emergency requests which require a more timely response as set forth herein. The City shall make reasonable efforts to respond to Company's requests for information within the same time frame.

10. Miscellaneous.

(a) Assignment. Except as otherwise provided in this Agreement, neither party shall assign its rights, nor secure the assumption of its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

(b) Waiver. The failure of either party to enforce any of the terms of this Agreement on one or more occasions shall not constitute a waiver of the right to enforce such term on any other occasion or of the right of either party to enforce each and every term of this Agreement.

(c) Uncontrollable Circumstances. Except for payment of compensation, a party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of a Force Majeure Event. A "Force Majeure Event" is defined as events or circumstances beyond the reasonable control of the affected party that materially and adversely impact its ability to perform obligations under this Agreement, including acts of God (e.g., floods, earthquakes, hurricanes), war, riot, civil unrest, terrorism, fire, pandemics, changes in laws or regulations, unusually severe weather, and cyber-attacks or IT system failures beyond reasonable security measures. Force Majeure Events do not include economic hardship, labor disputes involving the Company, the Company's financial inability to perform, or events that could have been prevented through reasonable precautions. Neither party shall be considered in breach of this Agreement for non-performance due to a Force Majeure Event, provided the affected party promptly notifies the other in writing, mitigates the event's impact, continues to perform unaffected obligations, and resumes full performance as soon as practicable. If performance is prevented for more than 90 consecutive days, the

unaffected party may terminate this Agreement with 30 days' notice. Company acknowledges that part of its duties under this Agreement is to keep the water system of the City of Huber Heights operational to the extent possible. The Company shall have reasonable contingency plans and crisis plans in place (and shall provide a copy of same to the City for review and approval) to reasonably address such matters as power outages, flood, lightning and other weather calamity.

(d) Notices. All notices shall be in writing and shall be delivered, in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt, to the parties listed below. Either party may update such addresses on written notice to the other party. Notices shall be effective upon receipt.

To the Company:

Veolia Water Contract Operations USA, Inc.,
461 From Road, Suite 400
Paramus, NJ 07652

and copy to:

Attention: Legal Department
Veolia Water Contract Operations USA, Inc.,
461 From Road, Suite 400
Paramus, NJ 07652
general.counsel@veolia.com

To the City:

Attn: City Manager
City of Huber Heights
6131 Taylorsville Road
Huber Heights, Ohio 45424

Attn: Christopher Conard, Law Director
City of Huber Heights
6131 Taylorsville Road
Huber Heights, Ohio 45424

(e) Governing Law. This Agreement shall be governed by and construed in accordance with

the laws (and not the rules governing the conflict of laws) of the State of Ohio.

(f) Relationship of the Parties. Beneficiaries. This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship between the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein.

(g) Entire Agreement; Modifications; Schedules. The provisions of this Agreement (except captions), including the Appendices annexed hereto shall (a**)** constitute the entire agreement between the parties, superseding all prior or contemporaneous negotiations, understandings or agreements and (b) not be modified in any respect except by express written agreement executed by the parties. The Appendices attached hereto are specifically made a part of this Agreement.

(h) Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the remaining provisions **of** this Agreement shall continue in full force and effect, provided the consideration for the Agreement can be reasonably determined. In such event, the parties shall make good faith efforts to modify this Agreement to implement the intent of the parties embodied in this Agreement. Any resulting modification and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(i) Survival. The sections of this Agreement pertaining to indemnification shall be deemed to survive the expiration or earlier termination of this Agreement.

(j) Time is of the Essence. The parties recognize and agree that time is of the essence in all matters related to this Agreement.

(k) Encumbrances Prohibited. To the extent that the underlying facts and circumstances are or were within its control, the Company shall not permit or suffer or allow its subcontractors to permit or suffer to exist any liens, claims, security interest, or encumbrances on the Facilities, (as defined in the Operations Agreement between the City of Huber Heights and Company) which do not already exist as of the commencement of the initial term of operation.

(l) Independent Contractor. The Company shall perform their services as independent contractors and not as employees of the City. Neither the Company, nor any of its employees shall be entitled to any benefits made available to employees of the City. The Company and shall not have the authority to bind the City to any contract or obligation of any kind or nature.

(m) Nonappropriation. The City represents and warrants that it has appropriated and budgeted the funds to make all payments for the remainder of the fiscal year in which the

Contract commences and that it currently intends to make payments for the full term of the Contract if funds are appropriated for the payments in each succeeding fiscal year. Without contractually committing itself to do so, the City reasonably believes that moneys in an amount sufficient to make all payments can, and will lawfully be, appropriated therefor. The City directs the person in charge of its budget requests to include the payments payable during each fiscal year in the budget request presented to the City's governing body for such fiscal year; provided, that the City's governing body retains authority to approve or reject any such budget request. All payments shall be payable out of the water fund or out of other legally appropriated funds. If the City's governing body fails to appropriate sufficient funds in any fiscal year for payments or other amounts due hereunder and if other funds are not legally appropriated for such payments, a "Non-Appropriation Event* will be deemed to have occurred. If a Non-Appropriation Event occurs, then: (i) the City shall give Contractor immediate notice of such Non-Appropriation Event; and (ii) the Contract shall terminate on the Return Date without penalty to the City, provided, that the City shall pay all payments and other amounts payable under the Contract for which funds shall have been appropriated. "Return Date" means the last day of the fiscal year for which appropriations were made for the payments due hereunder.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

City of Huber Heights, Ohio

By: _____

John Russell, City Manager

Veolia Water North America–Central LLC

By: _____

Name:

Title:

City of Huber Heights, Ohio

By: _____

Christopher Conard, Law Director

City of Huber Heights, Ohio

By: _____

_____,

James Bell, Fiscal Officer

Exhibit A – Scope of Services

Veolia and Neptune have a national partnership, and Neptune has an industry-leading supply chain and resilience program that gives them a competitive advantage over other manufacturers. However, there are still backlogs in larger diameter meters that Veolia and Neptune are working to resolve by pre-ordering and manufacturing scheduling to alleviate these concerns.

The meter replacement program will take an estimated 3 years to complete. Exhibit B illustrates the timeline, equipment and resources that will be completed each year of the project. Veolia will supply 3 dedicated FTE's to this project. Utilizing Neptunes propagation study, up to 10 gateways will be installed, table 8 indicating locations. Gateways will become the collection device of information and transmit that data into the Neptune 360 software.

AMI V4's will be protected by a new warranty. Radio components have a 10 year full replacement warranty followed by an additional 10 year prorated. Meter body is lifetime, register is 10 year. Battery life expectancy is equal to or exceeds warranty.

Concurrently, Veolia will begin replacing existing AMR meters following a predetermined plan. Veolia has already transitioned replacing AMR meters with new AMI V4's when failure has occurred; this will decrease the amount of new meters within this project that are needed. Meter failure has been increasing year over year as a result of older style AMR meters and is trending upward.

Customer Portal: Neptune My360

The Neptune® My360TM consumer portal provides utility customers with a convenient tool to proactively monitor their water consumption. Direct access to water consumption data gives utility customers the ability to track their account activity and better manage their usage to reduce expenses and aid conservation efforts. The ease of use will help increase customer satisfaction and reduce customer service calls to the water utility.

Homeowners are empowered to set a usage threshold for budgeting and conservation purposes, create out-of-town alerts for greater peace of mind, receive real-time notifications about possible leaks and anomalies, and add and manage additional meters and properties. Utility customers can easily access the My360 consumer portal web application through a desktop, tablet, or smartphone with internet capabilities. The user-friendly design displays important consumption information in graphs and charts that can be viewed and understood at-a-glance. Operation of the new AMI Infrastructure provides detailed water usage reports that are live and can notify operations of changes in usage.

Integration into Huber Heights water billing software, such as Authority Billing and other applications, remains a key component of using the Neptune infrastructure.

Table 1

Feature	Description
Consumer Usage Features	
Consumption Analysis	Hourly, daily, monthly, and yearly water consumption in a line or bar graph.
30-Day Average Daily Usage	30-day consumption average.
Peak Daily Consumption	Peak consumption for the last 30 days.
Multi-Account Management	Add more than one property to a user account.
Multi-Meter Management	Manage multiple meters within one account.
Data Download	Download user consumption data.
Alerts & Notifications	
Usage Threshold Alert	Set water thresholds to help track water budgets and improve conservation efforts with email alerts.
Out of Town Alert	Receive email alerts for unexpected water usage to provide peace of mind when out of town.
Utility Support	
Admin	Track portal adoption rates, send password resets, and resolve customer inquiries faster by experiencing consumption data in the same format as utility customers.
Utility Branding	A tool to add the utility logo and color schemes to match the utility branding.
Portal Launch Tools	A wide range of consumer enablement content to assist with onboarding and portal adoption, including sample emails, one pager benefit document, bill insert verbiage, sample social media post verbiage and graphics, and how-to videos. Download from neptunetg.com/my360library

Huber Heights Dashboard examples below:

Table 2

Dashboard

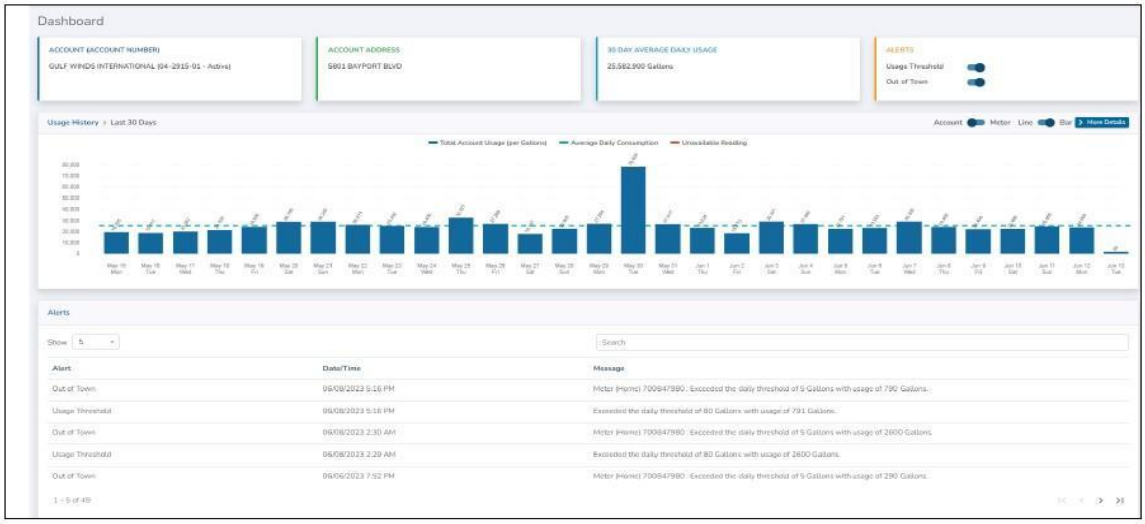


Table 3

Map	Description	Provided Services		16,916	Geocoded Services	16,230	Area (sq Miles)	14.29
		#Coll	MIU Type	Read Type	Pass	%Pass	Pass	%Pass
1	>96% predicted	6	R900v4 Pit	Daily	15,587	96.03%	12.25	85.73%
2	~99% predicted	10	R900v4 Pit	Daily	16,067	98.99%	13.50	94.44%



Data review

Neptune completed an R900 Propagation Analysis for Huber Heights on July 31, 2024. Exceptional results were observed using 6 collectors, resulting in a 96% read rate and a 99% read rate using 10 collectors.

Map 1: >96% predicted

Table 4

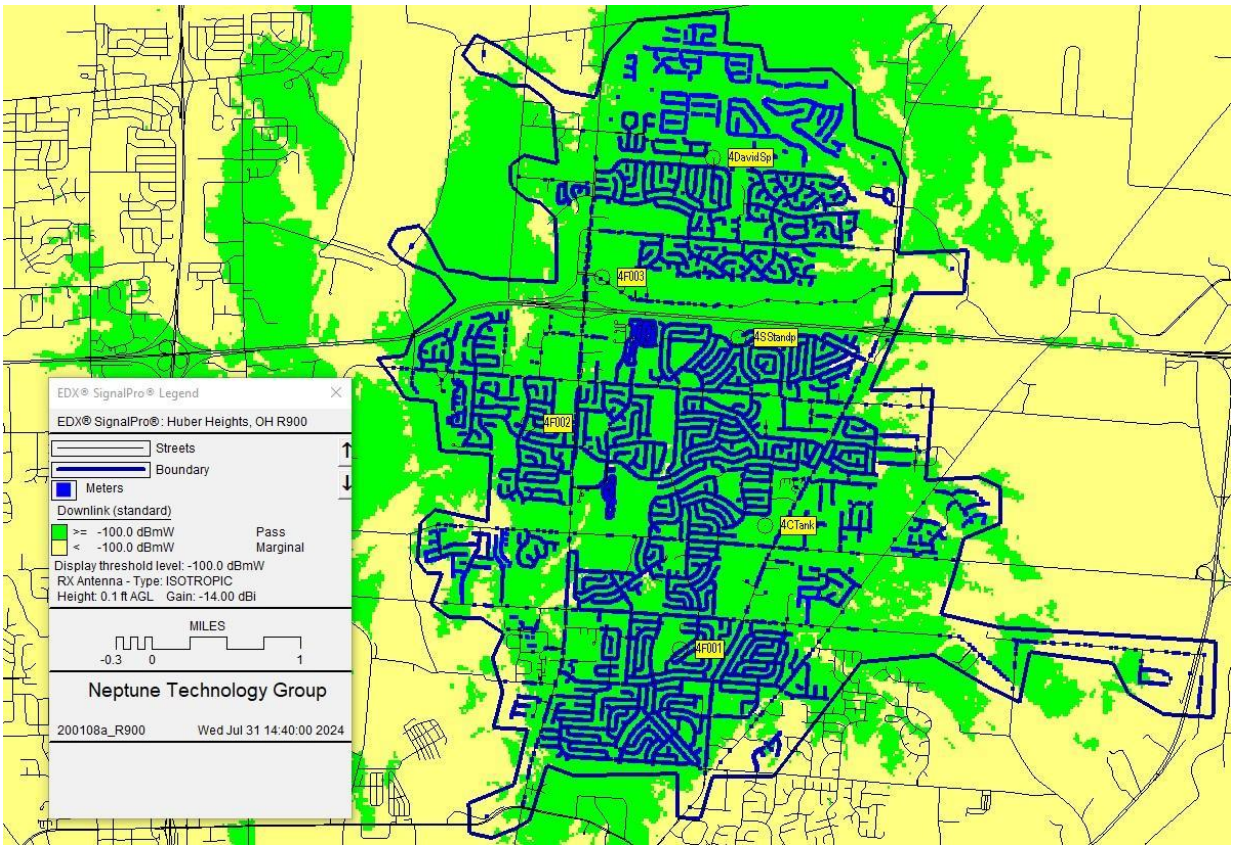
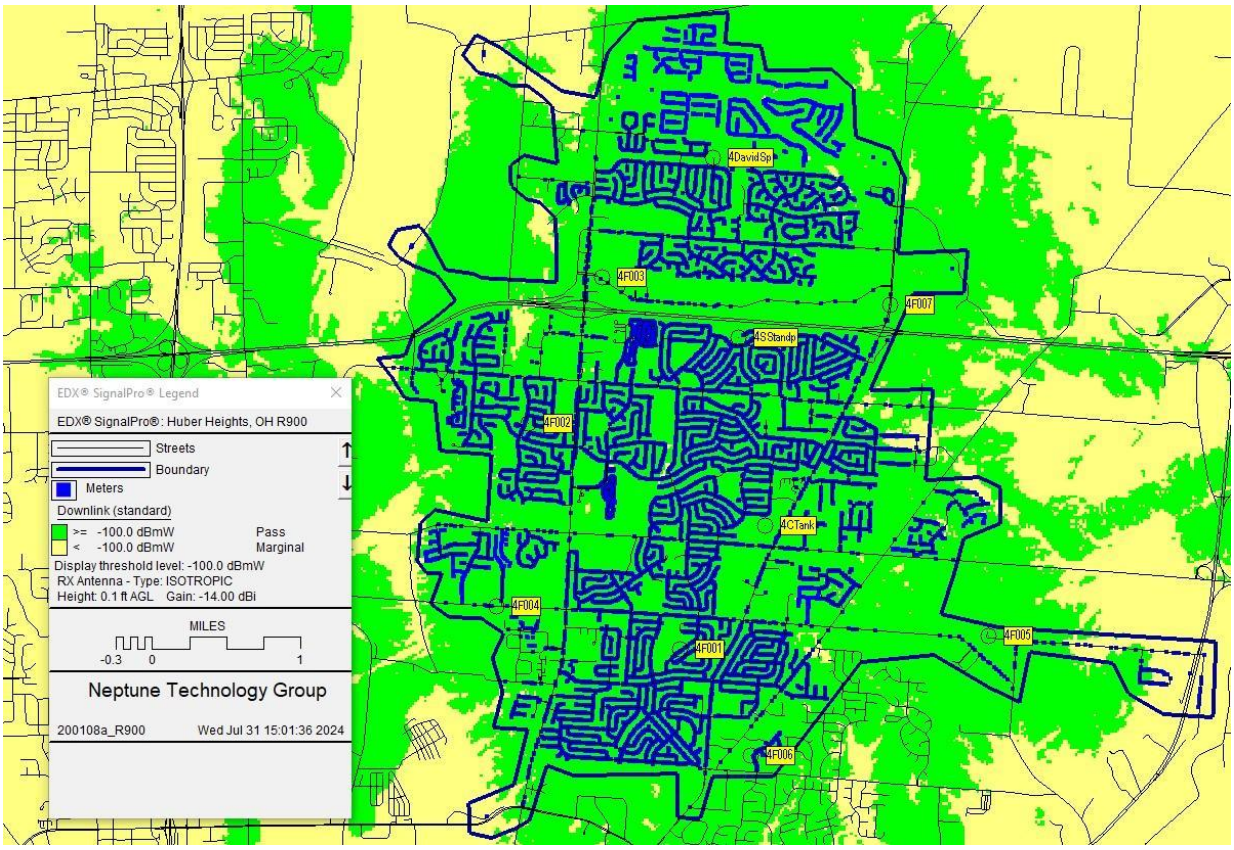


Table 5

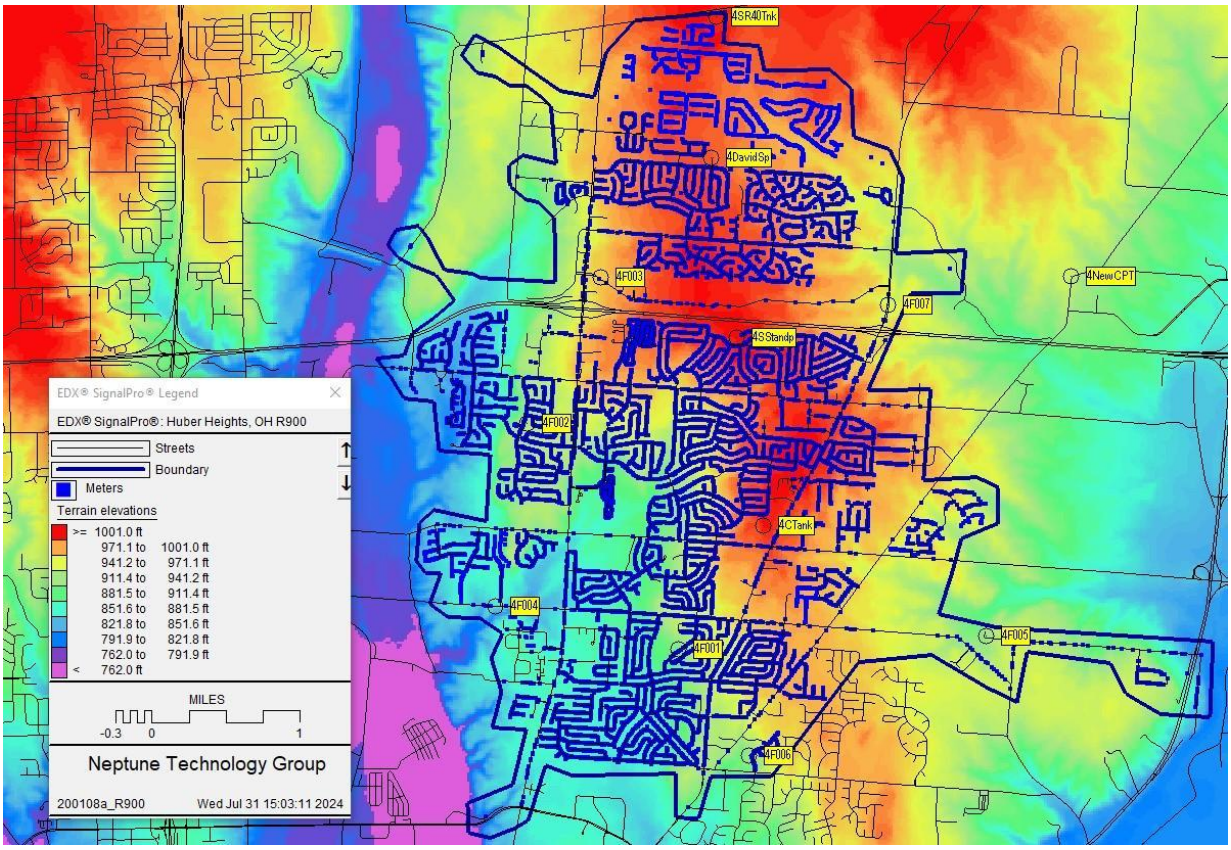
Map 2: ~99% predicted

Table 6


4DavidSp
4F003
4F007
4SStandp
4F002
4CTank
4F004
4F001
4F005
4F006
EDX® SignalPro® Legend
EDX® SignalPro®: Huber Heights, OH R900
Streets
Boundary
Meters
Downlink (standard)
>= -100.0 dBmW Pass
< -100.0 dBmW Marginal
Display threshold level: -100.0 dBmW
RX Antenna - Type: ISOTROPIC
Height: 0.1 ft AGL Gain: -14.00 dBi
MILES
-0.3 0 1
Neptune Technology Group
200108a_R900 Wed Jul 31 15:01:36 2024

Elevation Map

Table 7



Gateway Locations:

Map	Location	Latitude	Longitude	Collector	Elev(m)	AntHgt(m)	Elev(ft)	AntHgt(ft)	Coax Type	Coax(ft)	Antenna
1,2	4CTank	39.848991	-84.114934	GPV4	305	23	1001	75	AVA5	125	MFB9155
1,2	4DavidSp	39.88445	-84.121513	GPV4	301	23	988	75	LDF4	75	MFB9155
1,2	4F001	39.837029	-84.125592	GPV4	274	23	899	75	LDF4	75	MFB9155
1,2	4F002	39.858814	-84.144527	GPV4	280	23	919	75	LDF4	75	MFB9155
1,2	4F003	39.872914	-84.13532	GPV4	293	23	961	75	LDF4	75	MFB9155
1,2	4SStandp	39.867061	-84.118353	GPV4	305	23	1001	75	LDF4	75	MFB9155
2	4F004	39.841166	-84.148485	GPV4	257	23	843	75	LDF4	75	MFB9155
2	4F005	39.838307	-84.0871	GPV4	277	23	909	75	LDF4	75	MFB9155
2	4F006	39.826777	-84.116769	GPV4	278	23	912	75	LDF4	75	MFB9155
2	4F007	39.870251	-84.099368	GPV4	287	23	942	75	LDF4	75	MFB9155

Picture Index

1. 



Figure 2 – Pit MIU

2.



Wall MIU

3.



4.



RF antenna

5.



6.

Exhibit B – Replacement Schedule

January 2025 - June 2025	Project Block #1	
ITEM	Part Number	Quantity
5/8X3/4 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	ED2B11RWF3	2900
1 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	ED2F11RWF3	99
1 1/2 T-10 OVAL E-CODER PIT C/F W/O	ED2H11RHF2	23
2 T-10 OVAL E-CODER)R900i V4 PIT C/F	ED2J11RWF3	20
R900 V4 PIT MIU 6' ASSY COMPLETE	.13442-200	1
R900 V4 PIT MIU 25' ASSY COMPLETE	.13442-300	1
TRANSMITTER ASSY COMP R900 WALL MIU 6'	.13341-210	1
R900 GATEWAY 4V ASSY CELLULAR MODEM VER	.13458-000	6
ANTENNA RF W/BRACKETS R900 GATEWAY v2	.13146-100	6
OUTDOOR UPS SYSTEM ASSY	.13070-100	6
3 TRU/FLO W/T-10 E-CODER PIT C/F W/O	EC3BRHF2	1
4 TRU/FLO W/T-10 E-CODER PIT C/F WITH	EC3CRHF1	1

January 2025 - June 2025	Project Block #1	
NEPTUNE 360 SUBSCRIPTION AMI TIER 6, 10001-20000	.14099-116	2900
NEPTUNE 360 SETUP FEE	.14099-001	1
My360 Remote Training-4-Hours	.14099-201	1
My360 Set Up Fee	.14099-203	1
My360 Subscription T6 10001-20000	.14099-306	1
ITEM	Part Number	Quantity
Gateway Installations (up to 10 installations, limit account)		10
3 Veolia FTE's for installation		
2 Vehicles		
Misc. Expenses		

July 2025 - June 2026	Project Block #2	
ITEM	Part Number	Quantity
5/8X3/4 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	ED2B11RWF3	5,800
1 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	ED2F11RWF3	198
1 1/2 T-10 OVAL E-CODER PIT C/F W/O	ED2H11RHF2	47
2 T-10 OVAL E-CODER)R900i V4 PIT C/F	ED2J11RWF3	39
NEPTUNE 360 SUBSCRIPTION AMI TIER 6, 10001-20000	.14099-116	8,700
My360 Subscription T6 10001-20000	.14099-306	1

3 Veolia FTE's for installation		
2 Vehicles		
Misc. Expenses		

July 2026 - June 2027	Project Block #3	
ITEM	Part Number	Quantity
5/8X3/4 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	ED2B11RWF3	6,000
1 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	ED2F11RWF3	198
1 1/2 T-10 OVAL E-CODER PIT C/F W/O	ED2H11RHF2	47
2 T-10 OVAL E-CODER)R900i V4 PIT C/F	ED2J11RWF3	39
NEPTUNE 360 SUBSCRIPTION AMI TIER 6, 10001-20000	.14099-116	14,700
My360 Subscription T6 10001-20000	.14099-306	1
3 Veolia FTE's for installation		
2 Vehicles		
Misc. Expenses		

July 2027 - January 2028	Project Block #4	
ITEM	Part Number	Quantity

5/8X3/4 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	ED2B11RWF3	3,300
1 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	ED2F11RWF3	99
1 1/2 T-10 OVAL E-CODER PIT C/F W/O	ED2H11RHF2	24
2 T-10 OVAL E-CODER)R900i V4 PIT C/F	ED2J11RWF3	20
NEPTUNE 360 SUBSCRIPTION AMI TIER 6, 10001-20000	.14099-116	18,000
My360 Subscription T6 10001-20000	.14099-306	1
3 Veolia FTE's for installation		
2 Vehicles		
Misc. Expenses		

Line Item Pricing

Neptune Meter Description and Pricing 2024				
ITEM	**Description**	**Picture Index #**	**Part Number**	**Discounted Price per Unit**
5/8X3/4 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	5/8x3/4 Water Meter	1	ED2B11RWF3	$219.16
1 T-10 C/I 302 E-CODER)R900i V4 PIT C/F	1x1 Water Meter	1	ED2F11RWF3	$327.51

1 1/2 T-10 OVAL E-CODER PIT C/F W/O	1 1/2x1 1/2 Water Meter	1	ED2H11 RHF2	$451.88
2 T-10 OVAL E-CODER)R900i V4 PIT C/F	2x2 Water Meter	1	ED2J11R WF3	$801.25
R900 V4 PIT MIU 6' ASSY COMPLETE	Pit meter interface unit (Collects meter reading data from Encoder)	2	.13442-200	$104.35
R900 V4 PIT MIU 25' ASSY COMPLETE	Pit meter interface unit (Collects meter reading data from Encoder)	2	.13442-300	$117.28
TRANSMITTER ASSY COMP R900 WALL MIU 6'	Wall meter interface unit (Collects meter reading data from Encoder)	3	.13341-210	$83.41
R900 GATEWAY 4V ASSY CELLULAR MODEM VER	Gateway assembly, receives and sends meter info and integrated Cellular modem	4	.13458-000	$12,420.00
ANTENNA RF W/BRACKETS R900 GATEWAY v2	RF Antenna for receiving data	5	.13146-100	$424.38
OUTDOOR UPS SYSTEM ASSY	Outdoor Uninterrupted Power Supply	6	.13070-100	$4,000.00
3 TRU/FLO W/T-10 E-CODER PIT C/F W/O	3" Compound water meter registers extremely wide flow ranges with a combination of low-flow sensitivity and high -flow capacity.	7	EC3BRH F2	$3,164.38
4 TRU/FLO W/T-10 E-CODER PIT C/F WITH	4"Compound water meter registers extremely wide flow ranges with a combination of low-flow sensitivity and high-flow capacity.	7	EC3CRH F1	$4,105.00
NEPTUNE 360 SUBSCRIPTION AMI TIER 6, 10001-20000	Annual subscription fee for each meter		.14099-116	$1.10

NEPTUNE 360 SETUP FEE	Software set up fees from Neptune		.14099-001	$1,931.25
My360 Remote Training-4-Hours	remote training from Neptune for Office staff to use interface		.14099-201	$1,931.25
My360 Set Up Fee	Migrating and Integrating Neptunes new My360 Software - Neptune fee		.14099-203	$3,862.50
My360 Subscription T6 10001-20000	Annual subscription fee for use of My360		.14099-306	$12,750.00
Gateway Installations (up to 12 installations, limit account of 120000 with MU over Limit	Installing the gateways requires 120V AC power. Most Gateways are installed on water towers or other high altitude assets			$10,000

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CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

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.

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

WHEREAS, the current water meters are nearing the end of the usable lifespan and must be replaced periodically to ensure accurate water usage measurements; and

WHEREAS, Veolia Water Contract Operations USA, Inc. currently operates and maintains the municipal water system under contract with the City of Huber Heights; and

WHEREAS, Veolia Water Contract Operations USA, Inc. possesses the requisite knowledge, expertise, and labor to effectively replace the water meters with minimal disruption to existing water customers; and

WHEREAS the City's Finance Director has certified the availability of sufficient funds to cover the cost of this project.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Veolia Water Contract Operations USA, Inc. for the design and installation of replacement radio read water meters throughout the City of Huber Heights in an amount not to exceed $8,000,000.00.

Section 2. Pursuant to Section 171.12 of the Huber Heights Codified Ordinances and Section 10.05 of the Huber Heights City Charter, the competitive bidding requirements are hereby waived.

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 its Committees that resulted in such formal action were in meetings open to the public and conducted in compliance with Section 121.22 of the Ohio Revised Code and all other applicable legal requirements.

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-10597 **Topics Of Discussion** I.

Council Work Session

Meeting Date: 01/21/2025

Richard F. Shomper City Governance Center - Cabling/Equipment - Award Contract

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 01/21/2025

Audio-Visual Needs: None

Legal Review: In Process

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Richard F. Shomper City Governance Center - Cabling/Equipment - Award Contract

Purpose and Background

Authorization is requested by City Staff to enter into a sole source contract with Commconnect, LLC to design and install cabling, audio-visual equipment, and security and access control equipment in the new Richard F. Shomper City Governance Center. Commconnect, LLC has performed extensive work throughout various City facilities, including designing and installing the City's upgraded computer network system. The IT Department has reviewed this proposal and recommends a sole source contract with Commconnect, LLC.

Fiscal Impact

Source of Funds: City Governance Center Construction Fund

Cost: $460,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Proposal

Resolution

Dave Warren
City of Huber Heights

Div. 27/ 28 Cabling and Equipment Installation:
Huber Heights Governance Center
6149 & 6157 Brandt Pike
Huber Heights, OH 45424

Proposal# NH1158

December 4, 2024, 2024 Page 1

SCOPE OF WORK: Phase 1

Commconnect LLC hereby proposes to provide design services and all required material, labor, training, and documentation for Phase 1 of the following systems for Huber Heights Governance Center as specified in the construction documents and project meetings. Bill of Materials to be provided.

-**Structured Cabling:** All required Category 6a cable, audio visual cabling, security cabling, camera cabling, access control cabling, cable support, closet equipment, termination hardware, faceplates, patch cords, PDUs, and UPSs for a complete and functional system.

-**Audio Visual Equipment:** Fully Functioning Bosch Council Chamber AV System (**Rm. 144**), Fully Functioning Video Conference System (**Rm 143**).

-**Intrusion Alarm Equipment:** Fully Functioning Intrusion Alarm System with motion detectors, glass break sensors, control keypad, request to exit detectors, control panel, batteries, and cellular dialer.

-**Security Camera Equipment:** Fully Functioning AXIS IP Security Cameras System with mounts, indoor cameras, outdoor cameras, licensing and Network Video Recorder.

-**Access Control Equipment:** Fully Functioning Lenel/ S2 Access Control System with door controller, door contacts, card readers, key fobs, prox cards, handicap modules, and system controller.

Phase 1 Sub Total: $ 286,512.50

SCOPE OF WORK: Phase 2

Commconnect LLC hereby proposes to provide design services and all required material, labor, training, and documentation for Phase 2 of the following systems for Huber Heights Governance Center as specified in the construction documents and project meetings. Bill of Materials to be provided.

-**Structured Cabling:** All required Category 6a cable, audio visual cabling, security cabling, camera cabling, access control cabling, cable support, closet equipment, termination hardware, faceplates, patch cords, PDUs, and UPSs for a complete and functional system.

-**Intrusion Alarm Equipment:** Additional Intrusion Alarm devices with motion detectors, glass break sensors, control keypad, request to exit detectors, control panel, batteries, and cellular dialer.

-**Security Camera Equipment:** Additional AXIS IP Security Cameras System with mounts, indoor cameras, outdoor cameras, licensing and Network Video Recorder.

-**Access Control Equipment:** Additional Lenel/ S2 Access Control devices with door controller, door contacts, card readers, key fobs, prox cards, handicap modules, and system controller.

Phase 2 Sub Total: $ 173,487.50

Grand Total: $ 460,000.00

ASSUMPTIONS AND CONDITIONS:

- This proposal is valid for 30 days from the date listed.
- All fire alarm, network switches, wireless access points, televisions, phones, phone system provided by others.
- Commconnect to provide all required closeout documentation, equipment manuals, certifications, and as built drawings.
- This proposal reflects 1st shift labor and access.
- This proposal reflects the most recent prevailing wage rates as specified.
- Any Change to this scope of work may result in additional costs.
- All cables/systems to be installed with industry standards. (NICET, NFPA 72, EIA/TIA, BISCSI)
- Commconnect to provide The City of Huber Heights with all applicable manufacturer's warranties.
- Commconnect to provide The City of Huber Heights with a lifetime workmanship warranty.

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025- R-

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.

WHEREAS, the City Charter requires City Council approval for any work performed by a single contractor exceeding $75,000.00 in any given year; and

WHEREAS, Commconnect, LLC has previously provided computer, audio-visual, and security network design and installation services for improvements to City-owned facilities; and

WHEREAS, Commconnect, LLC possesses the requisite knowledge and expertise to effectively integrate the City Governance Center's computer, audio-visual, and security networks with the City's existing network infrastructure; and;

WHEREAS, the City's Finance Director has certified the availability of sufficient funds to cover the cost of this project.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Commconnect, LLC for the design and installation of computer cabling, audio-visual equipment, and security and access control equipment for the Richard F. Shomper City Governance Center in an amount not to exceed $460,000.00.

Section 2. Pursuant to Section 171.12 of the Huber Heights Codified Ordinances and Section 10.05 of the Huber Heights City Charter, the competitive bidding requirements are hereby waived.

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 its Committees that resulted in such formal action were in meetings open to the public and conducted in compliance with Section 121.22 of the Ohio Revised Code and all other applicable legal requirements.

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-10561 **Topics Of Discussion** **J.**

Council Work Session

Meeting Date: 01/21/2025

Case RZ 24-29 - A&F Investments Property - Rezoning - 5543 Old Troy Pike

Submitted By:	Geri Hoskins		
Department:	Assistant City Manager - Public Services	**Division:**	Planning
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	01/21/2025
Audio-Visual Needs:	SmartBoard	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Case RZ 24-29 - A&F Investments Property - Rezoning - 5543 Old Troy Pike

Purpose and Background

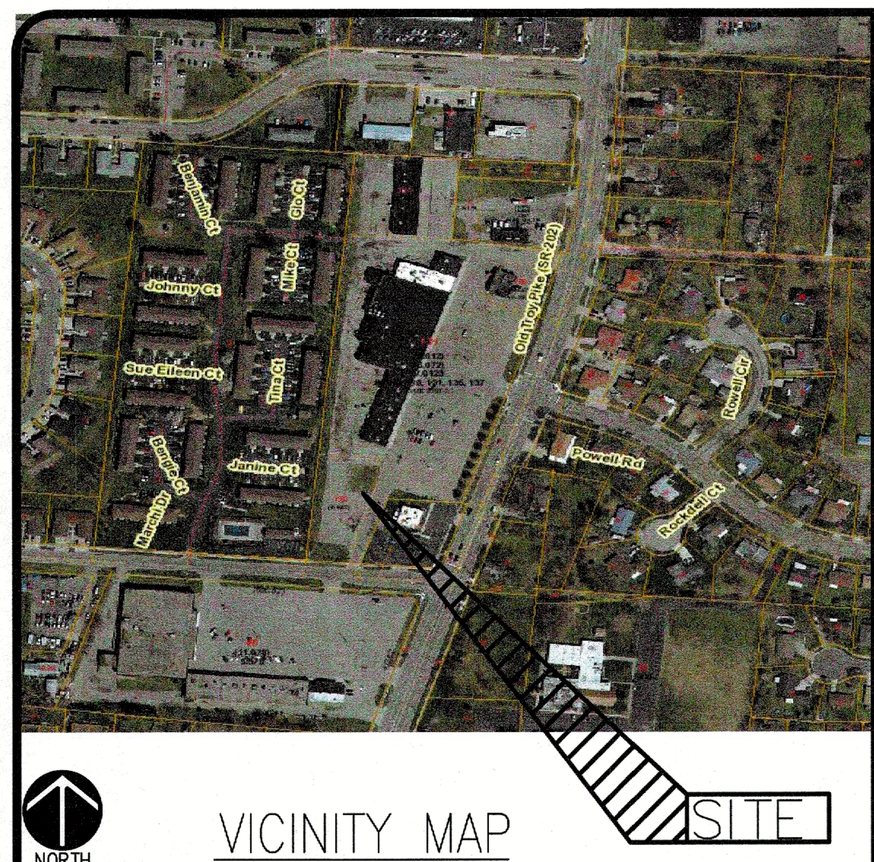
The applicant, A & F Investments Property, is requesting a Rezoning to Commercial District (B-3) to develop an auto sales lot at 5543 Old Troy Pike (Case RZ 24-29).

Fiscal Impact

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

Attachments

Drawings
Fire Assessment
Staff Report
Decision Record
Minutes
Ordinance



ZONING CERTIFICATE FOR:
ALI ALMOSAWI
QUALITY MOTOR INC.
5601 OLD TROY PIKE
HUBER HEIGHTS, OHIO 45424

FOR ZONING PERMIT

GRAPHIC SYMBOLS LEGEND

COLUMN REFERENCE GRIDS

1 A

INTERIOR ELEVATION INDICATOR

OR

FINISHES

FINISH NUMBER

P-1

GRAPHICS / SIGNAGE

GRAPHIC / SIGNAGE NUMBER

G/00

ROOM

ROOM NAME — ROOM NUMBER

101

PARTITION TYPES

B — PARTITION KEY

SECTION

A1 / A401 — SECTION NUMBER / SHEET NUMBER

DETAIL

DETAIL — H1 / 301 — DETAIL NUMBER / SHEET NUMBER

NEW DOOR

C — DOOR MARK

NEW WINDOW

2

SHEET NOTES

NEW WORK NOTE

TOILET ACCESSORY INDICATOR

F0.0.0

REVISIONS

1

OBC SUMMARY

Project Scope:

Establish new business at a vacant lot on the south end of the property with an entrance from Powell Road. The business will be a used automobile dealership, and will include a 20 feet x 20 feet prefabricated office building. A tall privacy iron fence will be installed.

Use Group:

B usage Office space – 400 s.f. with a calculated occupancy 4
Maximum expected occupancy of 2 < 4 allowed per OBC Table 1004.1.2

Type of Construction:

V–B Combustible materials construction.
A. Exterior and interior bearing walls are of 2x6 timber stud construction.
B. Manufactured roof trusses – timber construction.

Fire Protection:

Not Sprinkled

Height & Area Limitations (Table 504.3)

Building Height = 1 story, 10'–0" eave height.
Allowable Bldg Height per 504.3 for a non–sprinklered building is 40'.
Allowable Building Area = 9,000 s.f. per 506.2

Exit Capacity

Length of exit access travel < 200 ft. (Table 1017.2)

EACH SUB–CONTRACTOR IS RESPONSIBLE FOR PRODUCING THEIR OWN DESIGN DRAWINGS AND OBTAINING PERMITS PERTAINING TO THEIR TRADE, INCLUDING THE REMANUFACTURED BLDG.

DRAWING LIST

A0.1 – COVER SHEET
C.1 – SITE PLAN

ZONING DISTRICT

CHAPTER 1154 – "B–2" COMMERCIAL DISTRICT
PROPOSED USE – "B–2" COMMERCIAL DISTRICT
(b)Automobile parking lots;

ABBREVIATIONS

ACT	ACOUSTICAL CEILING TILE
ACOUS	ACOUSTICAL
ADJ	ADJACENT, ADJUSTABLE
AL, ALUM	ALUMINUM
ALT	ALTERNATE
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
AUTO	AUTOMATIC
BD	BOARD
BKHD	BULKHEAD
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BOT	BOTTOM
CAB	CABINET
CB	CONCRETE BLOCK
CEM	CEMENT
CER	CERAMIC
CF	CONCRETE FINISH
CG	CORNER GUARD
CJ	CONTROL JOINT
CKT	CIRCUIT
CL	CLOSET / CENTERLINE
CLKG	CAULKING
CLG, CEIL	CEILING
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
COND	CONDITION
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
CORR	CORRIDOR
CPT, C	CARPET
CT	CERAMIC TILE
CTR	CENTER
D	DOWN
DET	DETAIL
DIA	DIAMETER
DIFF	DIFFUSER
DIM	DIMENSION
DISP	DISPENSER
DO	DOOR OPENING
DR	DOOR
DWG(S)	DRAWING, DRAWINGS
DWR	DRAWER
E	EAST
EA	EACH
EIFS	EXTERIOR INSULATION FINISH SYSTEM
EJ	EXPANSION JOINT
EL, ELEV	ELEVATION
ELEC	ELECTRIC, ELECTRICAL
ELEV	ELEVATOR
EMER	EMERGENCY
ENCL	ENCLOSURE
EQUIP	EQUIPMENT
EWC	ELECTRIC WATER COOLER
EXH	EXHAUST
EXIST	EXISTING
EXP	EXPANSION, EXPOSED
EXT	EXTERIOR
ELEV	ELEVATOR
EMER	EMERGENCY
ENCL	ENCLOSURE
EQUIP	EQUIPMENT
EWC	ELECTRIC WATER COOLER
EXH	EXHAUST
EXIST	EXISTING
EXP	EXPANSION, EXPOSED
EXT	EXTERIOR
FA	FIRE ALARM
FD	FLOOR DRAIN

FDN / FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FIN	FINISH
FIX, FIXT	FIXTURE
FL, FLR	FLOOR
FLASH	FLASHING
FLUOR	FLUORESCENT
FOC	FACE OF CONCRETE
FOF	FACE OF FINISH
FOS	FACE OF STUDS
FOW	FACE OF WALL
FR	FIRE RATED/RETARDANT
FRTW	FIRE RETARDANT TRTD. WD.
FS	FULL SIZE
FT	FOOT, FEET
FURR	FURRING
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GEN	GENERATOR
GL	GLASS
GND,GRND	GROUND
GWB	GYPSUM WALLBOARD
GYP	GYPSUM
HB	HOSE BIBB
HC	HANDICAPPED
HD	HEAD
HDWD	HARDWOOD
HDWR	HARDWARE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
HT	HEIGHT
HVAC	HEATING, VENTILATING, AIR CONDITIONING
ID	INSIDE DIAMETER
IN	INCH
INSUL	INSULATION
INT	INTERIOR
JAN	JANITOR
JST	JOIST
JT	JOINT
KIT	KITCHEN
KP	KICK PLATE
LAM	LAMINATE, LAMINATED
LAV	LAVATORY
LL	LEASE LINE
LT	LIGHT
M	MOLDING
MACH	MACHINE
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MEMB	MEMBRANE
MET, MTL	METAL
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MR	METAL ROOF
M/R	MOISTURE RESISTANT
MTD	MOUNTED
MIN.	MINIMUM
MTG	MEETING, MOUNTING
MUL	MULLION
N	NORTH
NEO	NEOPRENE
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OA	OVERALL
OBS	OBSCURE
OC	ON CENTER

OD	OUTSIDE DIAMETER
OFF	OFFICE
OPNG	OPENING
OPP	OPPOSITE
P	PAINT
PL	PLATE / PROPERTY LINE
P. LAM, PL	PLASTIC LAMINATE
PLAS	PLASTER
PLYWD	PLYWOOD
PNL	PANEL, PANELBOARD
PP	PREFINISHED PANELS
PR	PAIR
PROJ	PROJECT
PROP	PROPERTY
P.T.	PRESSURE TREATED
PT	POINT
PTD	PAPER TOWEL DISPENSER
PTN	PARTITION
PWR	POWER
QT	QUARRY TILE
QTY	QUANTITY
R	RISER
RAD, R	RADIUS
RD	ROOF DRAIN
REFL	REFLECTED
REINF	REINFORCED
REQ, REQD	REQUIRED
RESIL	RESILIENT
RF	RESILIENT FLOORING
RM	ROOM
RO	ROUGH OPENING
RWL	RAIN WATER LEADER
S	SOUTH
SC	SOLID CORE
SCHED	SCHEDULE
SD	SOAP DISPENSER
SECT	SECTION
SF	SQUARE FEET
SH	SHELF
SHT	SHEET
SIM	SIMILAR
SL	SLIDING
SPEC	SPECIFICATION
SQ	SQUARE
SST	STAINLESS STEEL
ST	STAIR
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYM	SYMMETRICAL
T, TRD	TREAD
TEL	TELEPHONE
TEMP	TEMPERED
THK	THICK, THICKNESS
TOS	TOP OF STEEL
TOW	TOP OF WALL
TT	TOILET TISSUE DISPENSER
TYP	TYPICAL
UNF	UNFINISHED
UON	UNLESS OTHERWISE NOTED
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VEST	VESTIBULE
VWC	VINYL WALLCOVERING
W	WEST
W/	WITH
WC	WATER CLOSET
WD	WOOD
WDO	WINDOW
WF	WOOD FLOOR
WM	WALK–OFF MAT
W/O	WITHOUT
WP	WATERPROOF
WR	WATER RESISTANT
WT	WEIGHT



1	SITE PLAN
1"=50'	

ALI ALMOSAWI
QUALITY MOTOR INC.

OLD TROY PIKE
HUBER HEIGHTS, OHIO 45424

SHEET NOTES

REVISIONS KEY

REV. NO.	SHEETS	DATE

YOUSSEF A ELZEIN, P.E.
4906 AMBERWOOD DRIVE
DAYTON, OHIO 45424
PHONE: (937) 623-1340

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ISSUED FOR	DATE	BY
ZONING APP	08/07/24	YAE

DRAWN BY: YAE	DATE 08/07/24
CHECKED BY:	SCALE: AS NOTED
TITLE	COVER SHEET
JOB NO:	
SHEET NO:	A01

RECEIVED
NOV 12 2024
By RZ 24-29



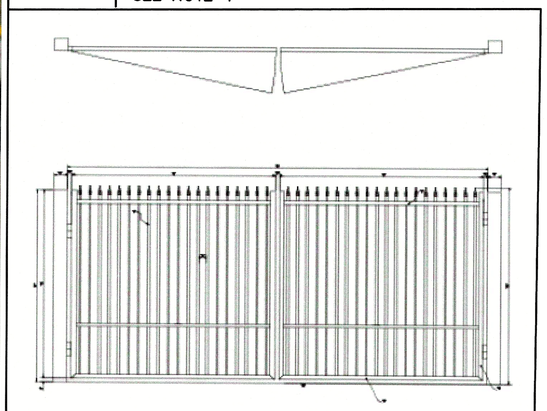
1 | SITE PLAN

1"=50'



4 | PRE MANUFACTURED BLDG.

N.T.S | SEE NOTE 4



3 | DOUBLE SWING GATE

N.T.S | SEE NOTE 3



2 | FENCE DET.

N.T.S | SEE NOTE 1

ALI ALMOSAWI
QUALITY MOTOR INC.

OLD TROY PIKE
HUBER HEIGHTS, OHIO 45424

SHEET NOTES

1. Greatbear 30 Wrought Iron Site Fencing – or similar
2. Double Drive Swing Gate
3. Flat Top Drive Gate with Quad Flare Finials – American Fence Company or Similar
4. Pre Manufactured code compliant building similar to CountrySide Barns.

REVISIONS KEY

REV. NO.	SHEETS	DATE

YOUSSEF A ELZEIN, P.E.
4906 AMBERWOOD DRIVE
DAYTON, OHIO 45424
PHONE: (937) 623-1340

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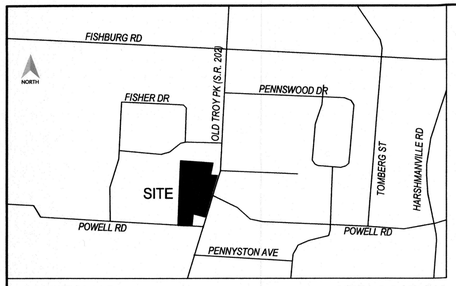
ISSUED FOR	DATE	BY
ZONING App.	08/07/24	YAE

DRAWN BY: YAE	DATE: 08/07/24
CHECKED BY:	SCALE: AS NOTED
TITLE: SITE PLAN	
JOB NO:	
SHEET NO: C.1	

PLAT OF SURVEY

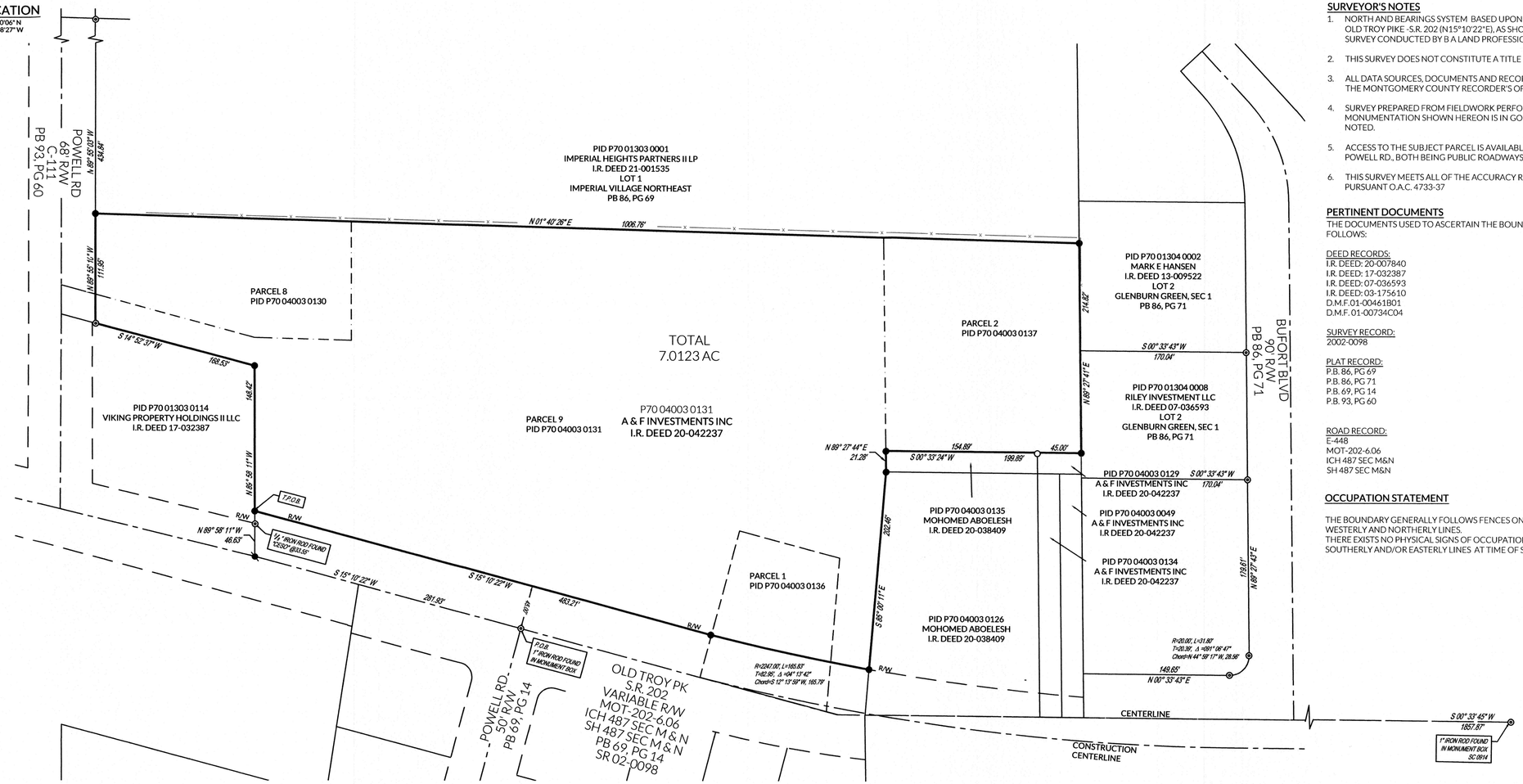
SECTION 27, TOWN 2, RANGE 8 M.Rs.
CITY OF HUBER HEIGHTS, MONTGOMERY COUNTY, OHIO
CONTAINING - 7.0123 TOTAL ACRES OF LAND

RECORD OF LAND SURVEYS
VOLUME 2021 PAGE 0027



VICINITY MAP
NOT TO SCALE

SITE LOCATION
LAT -39°50'06" N
LON -84°08'27" W



SURVEYOR'S NOTES

1. NORTH AND BEARINGS SYSTEM BASED UPON THE WESTERLY RIGHT-OF-WAY LINE OF OLD TROY PIKE -S.R. 202 (N15°10'22"E), AS SHOWN ON S/R 2002-00098 AND ON A FIELD SURVEY CONDUCTED BY B A LAND PROFESSIONALS ON 04/24/2020.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.
3. ALL DATA SOURCES, DOCUMENTS AND RECORDS SHOWN HEREON ARE ON FILE IN THE MONTGOMERY COUNTY RECORDER'S OFFICE LOCATED IN DAYTON, OH
4. SURVEY PREPARED FROM FIELDWORK PERFORMED IN APRIL OF 2020. ALL MONUMENTATION SHOWN HEREON IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
5. ACCESS TO THE SUBJECT PARCEL IS AVAILABLE VIA OLD TROY PK. (S.R. 202) AND POWELL RD., BOTH BEING PUBLIC ROADWAYS.
6. THIS SURVEY MEETS ALL OF THE ACCURACY REQUIREMENTS FOR BOUNDARY SURVEY PURSUANT O.A.C. 4733-37

PERTINENT DOCUMENTS

THE DOCUMENTS USED TO ASCERTAIN THE BOUNDARY AS SHOWN HEREON ARE LISTED AS FOLLOWS:

DEED RECORDS:
I.R. DEED: 20-007840
I.R. DEED: 17-032387
I.R. DEED: 07-036593
I.R. DEED: 03-175610
D.M.F. 01-00461B01
D.M.F. 01-00734C04

SURVEY RECORD:
2002-0098

PLAT RECORD:
P.B. 86, PG 69
P.B. 86, PG 71
P.B. 69, PG 14
P.B. 93, PG 60

ROAD RECORD:
E-448
MOT-202-6.06
ICH 487 SEC M&N
SH 487 SEC M&N

OCCUPATION STATEMENT

THE BOUNDARY GENERALLY FOLLOWS FENCES ON THE WESTERLY AND NORTHERLY LINES.
THERE EXISTS NO PHYSICAL SIGNS OF OCCUPATION ON THE SOUTHERLY AND/OR EASTERLY LINES AT TIME OF SURVEY

SURVEYOR'S CERTIFICATION:

I CERTIFY THAT THE BOUNDARY OF THIS SUBDIVISION WAS PREPARED IN ACCORDANCE WITH O.A.C. CHAPTER 4733-37 ALL MONUMENTATION AS SHOWN HEREON IN GOOD CONDITION UNLESS NOTED OTHERWISE. DATE OF FIELD SURVEY 04/15/2020.

SIGNED _____ DATE 02/04/21
J. BRYANT ABT
OHIO PS #8593
INFO@BALANDPROFESSIONALS.COM
937.535.0855

STATE OF OHIO
BRYAN
ABT
8593
REGISTERED
PROFESSIONAL SURVEYOR

MAP LEGEND

- BOUNDARY LINE
- ADJOINER LINE
- ROADWAY CENTERLINE
- RIGHT-OF-WAY LINE
- FOUND ⅝" IRON PIN (NO CAP UNLESS OTHERWISE NOTED)
- SET 5/8" X 30" IRON PIN WITH YELLOW CAP STAMPED "BA LAND PROFESSIONALS"
- FOUND ½" IRON PIPE
- SET MAG NAIL

SURVEYOR
BA LAND PROFESSIONALS, LLC
8534 YANKEE STREET
DAYTON, OH 45458
937.535-0855
WWW.BALANDPROFESSIONALS.COM
info@balandprofessionals.com

PLAT OF SURVEY		
A & F INVESTMENTS INC		
5629 OLD TROY PIKE HUBER HEIGHTS	SEC 27, TOWN 2, RANGE 8 MRs MONTGOMERY COUNTY, OH	
SCALE: 1"=60'	DATE: 02/01/2021	
DESIGN: N/A	PREPARED BY: BA LAND PROFESSIONALS	JOB NO.: 20-0170
DRAWN: DPB		SHEET NO.: 1 OF 1
CHECKED: JBA		

Z:\BALANDPRO\BA LAND PROJECTS\BA LAND PROJECTS - SURVEYING\20-0170 FIRST AMERICAN 5629 OLD TROY PK - HUBER HEIGHTS\CAD\20-0170 FIRST AMERICAN 5629 OLD TROY PK - SURVEY.DWG - 2/3/2021 2:12 PM

Huber Heights Fire Division

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

Occupancy Name:	Lot Split/Rezoning
Occupancy Address:	5543 Old Troy Pike

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

MCBR BLD:	N/A	HH P&D:	
MCBR MEC:		HHFD Plan:	24-450
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	12/6/2024

Fire Department Comments:

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

Plan submittal is approved as shown on drawing for rezoning. A plan showing the gate entry and parking lot layout shall be provided before final construction. Requirements for gate access may be forthcoming once the proposed construction is provided. Fire hydrant locations appear to meet requirements of the Ohio Fire Code.

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

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

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

Memorandum

Staff Report for Meeting of December 10, 2024

To: Huber Heights City Planning Commission

From: Aaron K. Sorrell, City Planner

Date: December 5, 2024

Subject: RZ 24-29 Rezoning from B-2 to B-3

Department of Planning and Zoning City of Huber Heights

APPLICANT/OWNER:	A&F Investments Property - Applicant A&F Investments Property – Owner
DEVELOPMENT NAME:	
ADDRESS/LOCATION:	5553 Old Troy Pike
ZONING/ACREAGE:	B-2 / 0.6 acres.
EXISTING LAND USE:	Shopping center out parcel (vacant)
ZONING ADJACENT LAND:	North: B-2; East: B-1; South: PC; West: R-6
REQUEST:	The applicant requests a rezoning to B-3 Commercial to develop an auto sales lot.
ORIGINAL APPROVAL:	N/A
APPLICABLE HHCC:	Chapter 1130 – Amendments; Chapter 1155 “B-3” Commercial District
CORRESPONDENCE:	In Favor – None Received In Opposition – None Received

STAFF ANALYSIS AND RECOMMENDATION:

Overview

The applicant requests a rezoning to B-3 to allow the development of an auto sales lot and related structure. While the applicant has stated their end-use intention, this staff report will evaluate the rezoning request from the perspective of all allowable uses since any permitted use could occupy this land. This evaluation will also address the required setbacks and screening requirements of the B-3 district.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1155 “B-3” Commercial District. The pertinent sections of the zoning regulations are copied below:

1155.01 Principal permitted uses.

The following principal uses and no other shall be permitted in this District:

(a) All uses permitted in the "B-1" and "B-2" Districts;

(b) Hotel and Motel;

(c) Animal hospital, veterinary clinic or kennel, provided, however, any structure or premises used for such purposes shall be at least 200 feet from any "R" District and, provided further, that any exercise runways shall be effectively screened by a masonry wall or solid fence minimum six feet in height;

(d) Drive-in eating and drinking establishments, summer gardens when approved by the Board of Zoning Appeals;

(e) Establishments for display, hire, sale and repair of new and used farm implements, automobiles, trailers and boats;

(f) Theatres, provided the screen shall be set back at least 200 feet from any established right-of-way;

(g) Lumber yard;

(h) Sign shop;

(i) Newspaper publishing establishment;

(j) Commercial greenhouse.

(k) Sweepstakes cafe.

1155.02 Accessory uses.

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

(a) Accessory uses and structures permitted and as regulated in the "B-1" and "B-2" Districts;

(b) Accessory uses and structures customarily incidental to any permitted principal use; and

(c) Any kind of manufacturing or treatment incidental to the conduct of a retail business conducted on the premises.

1155.04 Area standard.

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

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

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

Staff Analysis

Conformance with the Comprehensive Plan

This lot is located within the “Southtown” Development Pattern Area. The comprehensive plan states:

> “The Southtown pattern makes up the largest and most cohesive area in Huber Heights. Located south of Interstate 70, its character is driven by its residential neighborhoods, predominately detached, one and two-story brick homes. These homes are mostly original Huber Homes, including 1960s-era apartment complexes, as well as some later-built homes with matching aesthetic. Neighborhood-serving uses, like schools, parks, and small offices are located along collector streets. Residential streets tend to be curvilinear and end in a cul-de-sac. As redevelopment and right-of-way allow, creating connections between streets would facilitate more direct mobility between neighborhoods and alleviate pressure from collector streets. To guide the next generation of neighborhood growth, targeted facade renovation grants, civic events, and marketing will need to be the focus.”
>
> ESSENTIAL ELEMENTS
> » Mid-century brick homes and apartment complexes

» Focus on renovation, infill development, and incremental broadening of uses and housing types
» Continue to prioritize utility upgrades and expand focus on connectivity through street tree maintenance, sidewalks, placemaking, and traffic calming
» Expand homeowner reinvestment tools and incentives
» Broaden focus on marketing neighborhoods

The Comprehensive Plan places a focus on incremental improvements of residential areas, infill (including commercial) and improving the aesthetics of the neighborhoods and streets.

The Plan also recognizes most of the commercial uses along the corridors within this pattern area are smaller shops and offices that predominantly serve neighborhood needs.

It is the staff's professional opinion that rezoning the land from B-2 to B-3 is not consistent with the comprehensive plan because the B-3 district permits the most intense commercial uses such as movie theaters, vehicle sales and repair, greenhouses and lumber yards. Staff does not feel these uses are compatible on this site nor along this section of the Old Troy Pike Corridor.

Secondly, staff feels the B-3 zoning classification is incompatible to the adjacent R-6 zoning district. Practically speaking, the buffering requirements of the zoning code due to the adjacent R-6 District would render nearly half of the site undevelopable for vehicle sales or service.

Additional Comments:

Fire: See attached.
City Engineer: The City Engineer had no comments.

Recommendation
For the reasons outlined above, staff recommends denial of the rezoning request from B-2 to B-3.

Planning Commission Action
Planning Commission may take the following actions with a motion to:
1) Recommend approval of the rezoning application;
2) Recommend denial of the rezoning application; or.
3) Table the application to gather additional information.

Planning Commission Decision Record

WHEREAS, on November 12, 2024, the applicant, A&F Investments Property, requested approval of a Rezoning to B-3 (Commercial) to develop an auto sales lot. Property is located at 5553 Old Troy Pike (Case DDP 24-29), and;

WHEREAS, on December 10, 2024, the Planning Commission did meet and fully discuss the details of the request.

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

Ms. Thomas moved to approve the request by the applicant, A&F Investments Property, for approval of a Rezoning. Property is located at 5553 Old Troy Pike (Case RZ 24-29).

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

_____ _____

Terry Walton, Chair
Planning Commission

Date

Planning Commission
December 10, 2024, Meeting
City of Huber Heights

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

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

Members absent: none

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

III. Opening Remarks by the Chairman and Commissioners

None.

IV. Citizens Comments

None.

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

VI. Pending Business

None.

VII. New Business

1. **REZONING – The applicant, A&F INVESTMENTS PROPERTY, is requesting approval of a Rezoning to B-3 (Commercial) for a high-end used car sales lot. Property is located at 5543 Old Troy Pike (RZ 24-29).**

Mr. Sorrell stated that the applicant requests a rezoning to B-3 to allow the development of an auto sales lot and related structure. While the applicant has stated their end-use intention, this staff report will evaluate the rezoning request from the perspective of all allowable uses since any permitted use could occupy this land. This evaluation will also address the required setbacks and screening requirements of the B-3 district.

This lot is located within the "Southtown" Development Pattern Area. The comprehensive plan states:

"The Southtown pattern makes up the largest and most cohesive area in Huber Heights. Located south of Interstate 70, its character is driven by its residential neighborhoods, predominately detached, one and two-story brick homes. These homes are mostly original Huber Homes, including 1960s-era apartment

complexes, as well as some later-built homes with matching aesthetic. Neighborhood-serving uses, like schools, parks, and small offices are located along collector streets. Residential streets tend to be curvilinear and end in a cul-de-sac. As redevelopment and right-of-way allow, creating connections between streets would facilitate more direct mobility between neighborhoods and alleviate pressure from collector streets. To guide the next generation of neighborhood growth, targeted facade renovation grants, civic events, and marketing will need to be the focus."

ESSENTIAL ELEMENTS
» Mid-century brick homes and apartment complexes
» Focus on renovation, infill development, and incremental broadening of uses and housing types
» Continue to prioritize utility upgrades and expand focus on connectivity through street tree maintenance, sidewalks, placemaking, and traffic calming
» Expand homeowner reinvestment tools and incentives
» Broaden focus on marketing neighborhoods

The Comprehensive Plan places a focus on incremental improvements of residential areas, infill (including commercial) and improving the aesthetics of the neighborhoods and streets.

The Plan also recognizes most of the commercial uses along the corridors within this pattern area are smaller shops and offices that predominantly serve neighborhood needs.

It is the staff's professional opinion that rezoning the land from B-2 to B-3 is not consistent with the comprehensive plan because the B-3 district permits the most intense commercial uses such as movie theaters, vehicle sales and repair, greenhouses and lumber yards. Staff does not feel these uses are compatible on this site nor along this section of the Old Troy Pike Corridor.

Secondly, staff feels the B-3 zoning classification is incompatible to the adjacent R-6 zoning district. Practically speaking, the buffering requirements of the zoning code due to the adjacent R-6 District would render nearly half of the site undevelopable for vehicle sales or service.

For the reasons outlined above, staff recommends denial of the rezoning request from B-2 to B-3.

Discussion on zoning and any other B3 in Southtown, primary uses, setbacks, prefab building, fencing, spot zoning, high intensity.

Mr. Ali Almosawi from A&F Investments Property was present stated they planned on higher end used cars, nicer cars, 20 vehicles.

Action

Ms. Thomas moved to approve the request by the applicant, A&F INVESTMENTS PROPERTY, for a Rezoning to B-3 (Commercial).

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

Mr. Walton stated not consistent with plan
Mr. Jeffries stated residential and commercial development
Ms. Vargo stated spot zoning inappropriate
Ms. Thomas stated no room for growth
Mr. Cassity stated incompatible with comprehensive plan

2. **DETAILED DEVELOPMENT PLAN – The applicant, CARRIAGE TRAILS CO., LLC, is requesting approval of a Detailed Development Plan for 122 building lots. Property is located at River Birch Street and Carriage Trails Parkway (DDP 24-30).**

Mr. Sorrell stated that this is the first plat of the Carriage Trails II subdivision for the lands annexed into Huber Heights earlier this year. The Carriage Trails II basic development plan outlines the minimum lot sizes, setbacks, lot coverage and open space requirements.

All front and rear setbacks are 25-feet, consistent with the requirements.
The minimum lot size in this phase is 56-feet, which is greater than the 50-foot minimum requirement outlined in the Carriage Trails II development standards.

The Detailed Development Plan (preliminary plat) conforms to the Basic Development Plan regulations, except for lot numbers 3, 4, 6, 7, 9, 10, 12 & 13. These lots abut Section 7 of Carriage Trail I and must be at least 60-feet wide. The applicant has been made aware of this issue and will adjust the lot sizes accordingly.

Discussion on detail in this submission, turn in median and drop lane, spacing between curbs and line of site at River Birch, round about at intersection, not enough room lane geometry, dumpsters.

Ken Conaway was present and talked about the drop lane for eastbound traffic. Construction to start in March. Next step is to revise the pre plat and submit construction drawings.

Action

Mr. Cassity moved to approve the request by the applicant, Carriage Trails Co., LLC, for approval of a Detailed Development Plan (DDP 24-30) in accordance with the recommendation of Staff's Memorandum dated December 3, 2024, and the Planning Commission Decision Record attached thereto.

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

VIII. Additional Business

None

IX. Approval of the Minutes

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

X. Reports and Calendar Review

Replat

XI. Upcoming Meetings

January 14, 2024
February 11, 2024

XII. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at approximately 6:45 p.m.

_____ _____

Terry Walton, Chair **Date**

_____ _____

Geri Hoskins, Administrative Assistant **Date**

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

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 AND TO NOT ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE RZ 24-29).

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

WHEREAS, the City Planning Commission has reviewed Case RZ 24-29 and on December 10, 2024, recommended denial by a vote of 0-5 of the Rezoning; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Rezoning of approximately 0.6 acres from Commercial District (B-2) to Commercial District (B-3) is hereby approved not in accordance with the Planning Commission's recommendation.

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

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

Passed by Council on the_____day of_____, 2025;
_____Yeas;_____Nays.

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-10599 **Topics Of Discussion** **K.**

Council Work Session

Meeting Date: 01/21/2025

United States Semiquincentennial Celebration

Submitted By: Sarah Forsythe

Department:	Assistant City Manager - Public Services	**Division:**	Parks/Recreation
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	01/21/2025
Audio-Visual Needs:	None	**Legal Review:**	Completed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

United States Semiquincentennial Celebration

Purpose and Background

This resolution illustrates the City of Huber Height's support for the mission of the America 250-OH Commission as established by the Ohio Governor. This legislation aligns Huber Heights with other municipal organizations around the State Of Ohio and provides access to resources, programs, and collaboration in preparation to celebrate America's 250th birthday in 2026. This legislation is the first step in event and program planning to take place throughout 2026.

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-

SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH).

WHEREAS, the Ohio Legislature and the Ohio Governor established the Ohio Commission For The United States Semiquincentennial (AMERICA250-OH) in 2021 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States, highlighting Ohio's integral role in that historic event, as well as the contributions of its people to the nation's past, present, and future; and

WHEREAS, AMERICA250-OH aims to engage all Ohioans and all 88 counties through signature and officially recognized programs, projects, and events over the coming years, with the goals of inspiring future leaders and celebrating the contributions of Ohioans to the nation over the past 250 years; and

WHEREAS, the adoption of this Resolution supports the mission of AMERICA250-OH to educate, preserve, innovate, and celebrate.

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

Section 1. The City of Huber Heights hereby endorses the Ohio Commission For The United States Semiquincentennial (AMERICA250-OH) and its mission to educate, preserve, innovate, and celebrate the contributions of all Ohioans in every county in the commemoration of the 250th anniversary of the United States.

Section 2. A copy of this Resolution shall be forwarded to the City's Ohio legislative delegation and to the AMERICA250-OH Commission.

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-10604 **Topics Of Discussion** L.

Council Work Session

Meeting Date:	01/21/2025		
2025 Rules Of Council			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	01/07/2025 and 01/21/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

2025 Rules Of Council

Purpose and Background

At least annually, City Council reviews, updates and approves the Rules Of Council by a motion of the City Council at a City Council Meeting. An updated version of the 2025 Rules Of Council reflecting revisions based on the recently approved City Charter amendments was approved by the City Council at the January 13, 2025 City Council Meeting. At Council's request, additional proposed revisions to the 2025 Rules Of Council regarding public participation at meetings have been attached for further consideration and review. This agenda item is for a discussion of any additional proposed revisions to the 2025 Rules Of Council.

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

2025 Rules Of Council - Proposed Revisions

9. City Manager Report
10. Pending Business
11. New Business
12. Citizens Comments - General
13. City Official Reports And Comments
14. Executive Session
15. Adjournment

B. Council Work Sessions will normally follow this format:

1. Call The Meeting To Order/Roll Call
2. Approval Of Minutes
3. City Manager Report
4. Topics Of Discussion
5. Executive Session
6. Adjournment

O. Public Participation At Meetings: The City Council recognizes the value to City governance of public participation and comment on issues of community interest or other matters. The City Council offers public participation to members of the public in accordance with the listed procedures. The City Council applies these procedures to all speakers and does discriminate based on the identity of the speaker, the content of the comments, or the viewpoint of the speaker. The City Council is also committed to conducting its meetings in a productive and efficient manner that ensures that the agenda of the meeting is followed and completed in a reasonable period of time, that City Council and City Staff time is used efficiently, and that allows for the fair and adequate opportunity for public input to be considered. The Presiding Officer of Regular City Council Meetings, Special City Council Meetings, Council Work Sessions, or other Council meetings will recognize persons requesting to be heard as outlined. Members of the public with a legitimate interest in the actions of the City Council desiring to speak at Regular City Council Meetings and Special City Council Meetings must request time using the Citizens Comments Form. If the topic to be discussed is not on the agenda, it may be discussed under Citizens Comments - General. If the topic to be discussed is on the agenda, it may be discussed under Citizens Comments - Agenda Items. Regarding Citizens Comments- Agenda Items, Citizen Comments will be heard only after the reading of the legislation and explanation by City Staff and discussion by Council. Members of the public with a legitimate interest in the actions of the City Council desiring to speak at Council Work Sessions or other Council meetings may be granted time to speak on agenda items at the discretion of the Presiding Officer. ~~Citizens granted time to speak may do so following recognition by the Presiding Officer.~~ The total portion of the meeting during which Citizens Comments of any type are permitted shall be limited to one (1) hour, unless extended by a simple majority vote of the City Council. Individuals wishing to speak at any meetings are asked to abide by the following procedures:

1. Wait to speak until recognized by the Presiding Officer.
2. Approach the microphone and state your name.

3. Address remarks to the Presiding Officer.
4. Respond to questions from Councilmembers through the Presiding Officer.
5. Limit comments to subject under discussion (if speaking on an agenda item).
6. Limit comments to five (5) minutes.
7. Avoid complaints and/or remarks directed against individual employees or Councilmembers. (These types of complaints and/or remarks will be ruled out of order by the Presiding Officer and should be handled instead through the proper procedures for filing complaints).

The Presiding Officer may:

1. Interrupt, warn, or terminate individual comments when the comments are repetitive and/or obscene, or the comments and/or actions of a citizen constitute a true threat.
2. Request any citizen to stop speaking and/or to leave the meeting when that individual does not observe reasonable decorum or is disruptive to the conduct and/or orderly progress of the meeting.
3. Request the assistance of law enforcement officers in the removal of a disorderly citizen when an individual's conduct interferes with the conduct and/or orderly progress of the meeting.
4. Call for a recess or adjournment of the meeting when the lack of public decorum interferes with the orderly conduct of the meeting to warrant such action.

Public statements on agenda items by other than properly registered or properly recognized citizens will generally not be allowed during the discussion and/or decision-making of agenda items. Public participation at meetings is important and valued by the City Council. Opportunities for public participation in meetings include:

1. Attendance at meetings in person.
2. Viewing meetings by live stream or on demand video.
3. Participation and Citizens Comments in public hearings.
4. Citizens Comments – General at Regular City Council Meetings and Special City Council Meetings.
5. Citizens Comments - Agenda Items at Regular City Council Meetings and Special City Council Meetings.
6. Citizens Comments at Council Work Sessions or other Council meetings at the discretion of the Presiding Officer.
7. Written or electronic communications from citizens to the members of the City Council, individually or to the Mayor and City Council as a group.
8. Written or electronic communications from citizens to the Clerk Of Council for distribution to the City Council, individually or to the Mayor and City Council as a group.
9. Use of the City's ~~s~~Social ~~m~~Media ~~sites~~Accounts and the City's Official ~~w~~Website.
10. Use of the City's public records request process.

AI-10605 **Topics Of Discussion** **M.**

Council Work Session

Meeting Date:	01/21/2025
Planning Commission - Vacancy	
Submitted By:	Anthony Rodgers
Department:	City Council
Council Committee Review?:	Council Work Session
Date(s) of Committee Review:	01/07/2025 and 01/21/2025
Audio-Visual Needs:	None
Legal Review:	Not Needed
Emergency Legislation?:	No
Motion/Ordinance/ Resolution No.:	

Agenda Item Description or Legislation Title

Board And Commission Appointments

* Planning Commission - Vacancy

Purpose and Background

There is a vacancy on the Planning Commission which will open up on February 1, 2025. A vacancy posting for the Planning Commission was distributed and the City received three (3) applications for the vacancy. The two (2) applicants available for an interview were interviewed by the City Council on January 15, 2025. This agenda item is to discuss the selection process for filling the Planning Commission vacancy and this discussion may take place in Executive Session.

Fiscal Impact

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

Attachments

No file(s) attached.