CITY OF HUBER HEIGHTS
STATE OF OHIO

City Council Work Session

June 3, 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. May 8, 2025

3. **Work Session Topics Of Discussion**

   A. City Manager Report

   B. Culture And Diversity Citizen Action Commission Update

   C. Purchase Of Medic - Fire Division

   D. Thinkgard Data Backup Solution - IT Department

   E. Shore Drive Stormwater Pump Station Replacement - Award Contract

   F. Brandt Pike Sanitary Lift Station - Award Contract

G. Supplemental Appropriations

H. 2026-2030 Capital Improvement Plan (CIP)

I. The Meadows TIF

J. Economic Development Grant Program

K. Case BDP 25-10 - Brew Team OH - Basic Development Plan - 7605 Old Troy Pike

L. Canal Heights Development - Bond Authorization

* General Bond Ordinance

* Series Bond Ordinance

M. Community Reinvestment Area (CRA) #5 - Amendment

N. Annexation Petition - Carriage Trails Parkway/State Route 201 Intersection - Traffic Signal

O. Bike Path Connector - Great Miami Bike Path

P. City Hall Renovations

4. **Adjournment**

AI-10896		**Topics Of Discussion**	**A.**
Council Work Session			
Meeting Date:	06/03/2025		
City Manager Report			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	SmartBoard	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	N/A

Agenda Item Description or Legislation Title

City Manager Report

Purpose and Background

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

Fiscal Impact

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

Attachments

No file(s) attached.

AI-10905 **Topics Of Discussion** **B.**

Council Work Session

Meeting Date:	06/03/2025		
Culture And Diversity Citizen Action Commission Update			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	N/A

Agenda Item Description or Legislation Title

Culture And Diversity Citizen Action Commission Update

Purpose and Background

Representatives of the Culture and Diversity Citizen Action Commission will give an update presentation on the activities and work of the Culture and Diversity Citizen Action Commission.

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-10894 **Topics Of Discussion** **C.**

Council Work Session

Meeting Date: 06/03/2025

Purchase Of Medic - Fire Division

Submitted By: Keith Knisley

Department:	City Manager	**Division:**	Fire
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Purchase Of Medic - Fire Division

Purpose and Background

The Fire Division is requesting approval to purchase a new ambulance. This vehicle will be placed into front-line status upon delivery, allowing the remaining fleet to be rotated in such a manner as to spread out the overall mileage and wear-and-tear of the remaining vehicles. The oldest ambulance will be sold either through an approved auction site or as a direct sale. The Fire Division is requesting approval for the purchase of a new ambulance with a not to exceed the amount of $385,000 from Horton Emergency Vehicles through Atlantic Emergency Solutions. Horton Emergency Vehicles has contracted with the State Of Ohio STS 233 Ambulance Pricing.

The purpose of purchasing this medic, was planned in the 5-year Capital Improvement Plan (CIP). Medic units are currently being delivered about 36 months after order. The Fire Division currently has one medic unit on order with pending delivery by the end of August of this year. The proposed vehicle order is not anticipated to be delivered until July, 2028.

A forecast for the age of each medic unit upon delivery of this vehicle, if approved and delivered in 2028, will be:

Medic 22 (Primary EMS vehicle at Station 22):	2025
Medic 23 (Primary EMS vehicle at Station 23):	2028
Medic 24 (Secondary EMS vehicle at Station22):	2021
Medic 25 (Primary EMS vehicle at Station 25):	2023
Medic 124 (Reserve /Backup EMS vehicle at Station 22):	2018

Fiscal Impact

Source of Funds:	Fire Capital Fund
Cost:	$385,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Pricing Information
Resolution

Horton Emergency Vehicles
3600 McDowell Road
Grove City, OH 43123
Phone: 614-539-8181
Fax: 614-539-8165
Email: info@hortonambulance.com

State of Ohio STS 233 Ambulance Pricing - Horton Emergency Vehicles

DATE: ***April 21, 2025***

Customer: HUBER HEIGHTS FIRE DEPARTMENT

Address: 7008 BRANDT PIKE

City: HUBER HEIGHTS

State: OHIO

Zip: 45425

Contact: CHJIEF KEITH KNISLEY

CONSOLIDATED PRICING SUMMARY

SCHEDULE "A" PRICING

Base Model Selected:	$318,157.00
Total AMBULANCE Options Selected from Listed Horton Ambulance Option Group:	$54,294.44
Total REMOUNT Options Selected from Listed Horton Remount Option Group:	$0.00
Chassis rebate/discount or customer provided chassis, if applicable (Option #P100):	$0.00
Discount for in-stock prior model year chassis (Option #P102):	$0.00
Chassis cost difference 2025 to 2026 model year (Option #P103):	$0.00
Trade-In Allowance (Option #P200):	$0.00
Total for above Listed Base Model and Listed OHIO STS options - Schedule 'A' Purchase order #1 :	$372,451.44

SCHEDULE "B" PRICING

Total for Unlisted options per attached pricing breakdown - Schedule 'B' Purchase order #2 :	$10,950.00
GRAND TOTAL - VEHICLE PRICE (A&B Pricing Schedules):	*$383,401.44*

CONSOLIDATED PRICING SUMMARY AND OPTION SELECTION IS VERIFIED AND AGREED TO BY:

Customer Representative (*signature*)	**Horton Sales Representative (*signature*)**
Printed Customer Name	**Printed Sales Representatives Name**
Date:	**Date:**

Delivery: Approximately 750-800 Days after receipt of order at Horton Emergency Vehicles Company

NOTE : ***PLEASE ATTACH ORIGINALS OR COPIES OF PURCHASE ORDER(S) TO THIS FORM TO VALIDATE ORDER***

Contract Type:	Ambulances & Related Accessories
Index #:	STS233
Schedule Number:	800330
Expiration Date:	*12/31/2026*
Manufacturer:	***Horton Emergency Vehicles Company***

AVAILABLE HORTON MODELS (**Custom Base Models** Page 2 and **Remount Base Models** Page 4&5)

CUSTOM AMBULANCE GROUP BASE MODELS

Horton Emergency Vehicles
3600 McDowell Road
Grove City, OH 43123
Phone: 614-539-8181
Fax: 614-539-8165
Email: info@hortonambulance.com

Quantity	Year	Model	Description	Price	Extended
0	2025	453 Type I	Ambulance, Ford 169" wheel base **F-450 (4x2)** Super Duty ***(Diesel Engine)*** , ***149"*** modular body, Horton Custom Series (6 Exterior Compartments) ***CRAWL THROUGH,*** with air ride	***$273,823.00***	$0.00
0	2025	457 Type I	Ambulance, ***Ford*** 169" wheel base **F-450 (4x2)** Super Duty ***(Diesel Engine)*** , ***157"*** modular body, Horton Custom Series (6 Exterior Compartments) ***PASS THROUGH***	***$277,933.00***	$0.00
0	2025	603 Type I	Ambulance, ***Ford*** 193**"** wheel base **F-450 (4x2)** Super Duty ***(Diesel Engine)*** , ***167"*** modular body, Horton Custom Series (6 Exterior Compartments) ***PASS THROUGH***	***$276,499.00***	$0.00
0	2025	623 Type I	Ambulance, ***Ford*** 193" wheel base **F-450 (4x2)** Super Duty ***(Diesel Engine)*** , ***173"*** modular body, Horton Custom Series (6 Exterior Compartments) ***PASS THROUGH***	***$278,109.00***	$0.00
0	2025	523 Type 3	Ambulance, ***Ford*** 158" wheel base **E-450** Super Duty ***(Gasoline Engine)*** , ***157"*** modular body, Horton Custom Series (6 Exterior Compartments) ***WALK THROUGH***	***$235,321.00***	$0.00
0	2025	533 Type 3	Ambulance, ***Ford*** 158" wheel base **E-450** Super Duty ***(Gasoline Engine)*** , ***163"*** modular body, Horton Custom Series (6 Exterior Compartments) ***WALK THROUGH***	***$237,045.00***	$0.00
0	2025	553 Type 3	Ambulance, ***Ford*** 158" wheel base **E-450** Super Duty ***(Gasoline Engine)*** , ***169"*** modular body, Horton Custom Series (6 Exterior Compartments) ***WALK THROUGH***	***$238,441.00***	$0.00
0	2025	553 Type 3	Ambulance, ***Chev/GMC*** 159" wheel base **G-4500** Cutaway, ***169"*** modular body, Horton Custom Series (6 Exterior Compartments) ***WALK THROUGH*** (Model includes heated Velvac mirrors)	***$241,637.00***	$0.00
1	2025	623 Type I	Ambulance, ***International*** 175" wheel base **MV (4x2)** cab/chassis, ***173"*** modular body, Horton Custom Series (6 Exterior Compartments) ***PASS THROUGH*** *(with 260hp Cummins engine))*	***$318,157.00***	$318,157.00
0	2025	623 Type I	Ambulance, ***Freightliner*** 175" wheel base **M2 (4x2)** cab/chassis, ***173"*** modular body, Horton Custom Series (6 Exterior Compartments) ***PASS THROUGH*** *(with 2010 emissions)*	***$307,857.00***	$0.00
0	2025	453 Type I	Ambulance, ***Dodge 4500 (4x2)*** , 168.5***"*** wheel base cab/chassis, ***149"*** modular body, Horton Custom Series (5 Exterior Compartments) ***PASS THROUGH***	***$288,487.00***	$0.00
0	2025	457 Type I	Ambulance, ***Dodge 5500 (4x2)*** , 168.5***"*** wheel base cab/chassis, ***157"*** modular body, Horton Custom Series (5 Exterior Compartments) ***PASS THROUGH***	***$289,116.00***	$0.00
0	2025	603 Type I	Ambulance, ***Dodge 5500 (4x2)*** , 192" wheel base cab/chassis, ***167"*** modular body, Horton Custom Series (5 Exterior Compartments) ***PASS THROUGH***	***$288,395.00***	$0.00
0	2025	623 Type I	Ambulance, ***Dodge 5500 (4x2)*** , 192" wheel base cab/chassis, ***173"*** modular body, Horton Custom Series (5 Exterior Compartments) ***PASS THROUGH***	***$289,843.00***	$0.00

BASE MODEL PRICE OF *CUSTOM AMBULANCE* AS SELECTED ABOVE: ***$318,157.00***

Horton
STRENGTH & SAFETY IN EVERY DETAIL™

AMBULANCE OPTIONS APPLICABLE TO THIS PROJECT ARE SHOWN AS A SELECTED QUANTITY, WITH TOTAL PRICE NOTED IN EXTENDED COLUMN

Quantity	Option code	Description	Price	Extended
		BODY OPTIONS (A)		
1	A01	**BODY DROP, CURBSIDE WITH TWO STEP ENTRY** (standard in various models) or *STREET SIDE* The curbside skirt, forward of the rear wheel well shall be dropped 3 inches. Two integral aluminum diamond plate steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.	$1,142.91	$1,142.91
1	A02	**COLUMBUS STYLE BUMPER(Not available on Ford E Series)** The rear bumper shall be rated to take a 5 MPH hit with no damage to the body.	$2,858.77	$2,858.77
0	A03	**SCBA MOUNTING PLATE IN ANY EXTERIOR COMPARTMENT** Install a .250" thick aluminum plate finished on a dual action sander and installed on adjustable shelf track for the purpose of mounting customer-supplied SCBA brackets	$305.28	$0.00
4	A04	**ADD SHELF, EXTERIOR COMPARTMENT** Install shelf in exterior compartment. Includes shelf matting and a light under the shelf.	$267.68	$1,070.72
1	A05	**FIXED DIVIDER, EXTERIOR COMPARTMENT** Install fixed divider in designated compartment	$366.93	$366.93
0	A06	**FIXED DIVIDER FOR ELECTRICAL, EXTERIOR COMPARTMENT** Install fixed divider in designated compartment for storage Horton electrical components	$169.93	$0.00
0	A07	**EXPANDED METAL CAGE FOR PROTECTION OF ELECTRICAL EQUIPMENT** Install fixed divider in designated compartment for storage Horton electrical components	$90.23	$0.00
0	A08	**DIAMOND PLATE CLOSE-OUT FOR INTERIOR CABINET SEPARATION** Install fixed divider in designated compartment for storage Horton electrical components	$148.88	$0.00
0	A09	**ADJUSTABLE DIVIDER, EXTERIOR COMPARTMENT** Install adjustable divider with Velcro strap.	$496.26	$0.00
0	A10	**RECESSED STAIR CHAIR POCKET** The interior door pan of a designated exterior door shall include a recessed diamond plate pan for a stair chair.	$242.12	$0.00
0	A11	**SWEEP OUT COMPARTMENT FLOOR** The designated exterior compartment to include a sweep out floor.	$248.13	$0.00
0	A12	**INSTALL RUBBER LINE BACKBOARD RETENTION SLOTS (EACH)**	$166.92	$0.00
0	A13	**RETAINING STRAP** A ROK or Velcro retaining strap(s) shall be installed in designated areas	$45.11	$0.00

Quantity	Option code	Description	Price	Extended
		BODY OPTIONS (A) (Cont.)		
0	*A14*	**WHEEL WELL COMPARTMENT, STREET SIDE OR CURBSIDE** Clear Door Opening: 35" wide x 8" high Actual Compartment: 36" wide x 6" high x 21" deep A compartment shall be installed above the street side curbside wheel well. The compartment shall be accessed through a hinge down door. A slide-out tray shall be installed in the compartment and shall be capable of carrying a minimum of 250 lbs. The tray shall lock in both the in and out position.	$1,383.52	**$0.00**
0	*A15*	**COMPARTMENT SIZE MODIFICATION** The standard compartment height or width to be modified.	$1,018.09	**$0.00**
1	*A16*	**COMPARTMENT ADDITION** An exterior compartment shall be added to the standard compartment design on the model selected	$1,896.32	**$1,896.32**
0	*A17*	**RELOCATE HORTON ELECTRICAL COMPONENTS** The location of the exterior position electrical components shall be moved to a separate compartment located above the Oxygen cylinder compartment ***(cost includes compartment size modification)***	$1,150.43	**$0.00**
0	*A18*	**COMPARTMENT MATTING: MATAFLEX** All exterior compartments shall be equipped with color coordinated MATAFLEX flooring. Color to be determined by customer.	$1,230.13	**$0.00**
0	*A19*	**COMPARTMENT MATTING: DELETE RUBBER**	($103.78)	**$0.00**
0	*A20*	**INCREASE or DECREASE INTERIOR HEADROOM** The standard of headroom of 72" to be increased or decreased in 2" increments (price per inch)	$1,073.73	**$0.00**
0	*A21*	**DELETE STANDARD BUMPER**	($1,419.61)	**$0.00**
0	*A22*	**RECESSED, POCKETED REAR STEP (Not available on Ford E Series)** The rear step shall flip up and into a pocket in the vertical diamond plate riser so it is flush.	$2,209.12	**$0.00**
0	*A23*	**CAST PRODUCTS RECESSED LICENSE PLATE HOLDER**	$248.13	**$0.00**
0	*A24*	**GRIP STRUT IN SIDE ENTRY DOOR STEP WELL**	$248.13	**$0.00**
0	*A25*	**CHANGE EXTERIOR COMPARTMENT MATERIAL FROM DIAMOND PLATE TO DA FINISH FLAT ALUMINUM**	$644.06	**$0.00**
5	*A26*	**INSTALL STAINLESS STEEL SILL PLATES ON BOTTOM OF COMPARTMENT THRESHOLD (Price is per compartment)**	$100.76	**$503.78**
1	*A27*	**ADDITION OF 'CRAWL THROUGH'/'WALK-THROUGH MODIFICATION** The modification of the back of the chassis cab to access the patient area shall be deleted ***on select custom models*** , Except for Type 3 units. A 'Pass Through' opening is provided as standard.	$3,559.56	**$3,559.56**
0	*A28*	**DELETE PASS THROUGH OPENING ON MODELS WHERE IT IS STANDARD**	($940.21)	**$0.00**
0	*A29*	**WALK THROUGH/CRAWL THROUGH PARTITION DOOR**	$968.09	**$0.00**
0	*A30*	**DELETION OF HOPS AIR BAG SYSTEM**	($966.96)	**$0.00**

Quantity	Option code	Description	Price	Extended
		PAINT AND STRIPE OPTIONS (B)		
0	*B01*	**PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE) (ALL MEDIUM DUTY STYLE CHASSIS)** The chassis cab shall be painted with the following special paint color and paint code: To be determined by customer	$5,019.77	**$0.00**
0	*B02*	**PAINT CHASSIS (OTHER THAN STANDARD FACTORY WHITE (ALL OTHER NON MEDIUM DUTY TYPE)**	$3,810.69	**$0.00**
1	*B03*	**PAINT MODULAR BODY (OTHER THAN STANDARD WHITE AND ON NEW UNIT ONLY, *NOT REMOUNTS*)** The modular body shall be painted with the following special paint color and paint code: To be determined by customer	$16,475.91	**$16,475.91**
1	*B04*	**DELETE STANDARD WHITE PAINT**	($16,174.04)	**-$16,174.04**
0	*B05*	**STRIPE BOTTOM HALF** The bottom half of the modular body shall be painted with the following special paint color and paint code: To be determined by customer	$2,348.98	**$0.00**
0	*B06*	**PAINT ROOF OF BODY DIFFERENT COLOR FROM OVERALL COLOR**	$1,419.61	**$0.00**
1	*B07*	**DELETE STANDARD STRIPE, 8 INCH BELTLINE - SCOTCHLITE**	($1,482.34)	**-$1,482.34**
0	*B08*	**STRIPE, 8 INCH BELTLINE - PAINT**	$1,551.73	**$0.00**
0	*B09*	**STRIPE, HORTON FLYING 'H' STYLE**	$2,348.98	**$0.00**
0	*B10*	**STRIPE, HORTON 523 STYLE**	$2,694.86	**$0.00**
0	*B11*	**ADDITIONAL SCOTCHLITE STRIPE, PER 1 INCH HEIGHT** An additional Scotchlite stripe shall be applied to the vehicle. Price is for each 1 inch high segment.	$317.31	**$0.00**
1	*B12*	**PAINT COVERS FOR HORTON 360 CAMERA SYSTEM (White is standard)**	$317.31	**$317.31**
0	*B13*	**PAINT COVERS FOR HORTON NFPA VENT SYSTEM (Bare aluminum is standard)**	$554.91	**$0.00**
0	*B14*	**2-COLOR DIAMOND GRADE CHEVRON (*BELOW STRIPE*)** A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned below the body stripe.	$1,424.12	**$0.00**
0	*B15*	**2-COLOR DIAMOND GRADE CHEVRON (*OUTBOARD OF DOORS*)** A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned outboard of the rear doors.	$1,976.03	**$0.00**
0	*B16*	**2-COLOR DIAMOND GRADE CHEVRON (*ENTIRE REAR OF BODY*)** A 2-color 3M Diamond Grade Chevron shall be applied on the rear of the unit. The Chevron bands shall be 6" wide. A choice of Yellow, Red, White or Lime-Yellow colors shall be provided. The Chevron shall be positioned on the entire rear of the vehicle.	$3,347.52	**$0.00**
		INTERIOR ACRYLIC/POLYCARBONATE, DOOR AND COUNTERTOP OPTIONS [C]		
0	*C01*	**SOLID SURFACE DOORS, INTERIOR CABINET (Price is each door)** The hinged cabinet door shall be constructed of SOLID SURFACE. All corners and edges to be radiused.	$317.31	**$0.00**

Quantity	Option code	Description	Price	Extended
		INTERIOR ACRYLIC/POLYCARBONATE, DOOR AND COUNTERTOP OPTIONS [C] (Cont.)		
2	*C02*	**SOLID SURFACE COUNTERTOP (Price is each counter top)** Install SOLID SURFACE countertop in lieu of standard stainless steel. The joint of the vertical surface and horizontal lip shall have a radiused, coved appearance and there shall be no visible seams.	$791.01	**$1,582.02**
0	*C03*	**DELETE STANDARD SOLID SURFACE COUNTER TOP (Price is each counter top)**	($224.60)	**$0.00**
0	*C04*	**FRAMED DOORS WITH ACRYLIC/POLYCARBONATE INSERTS, INTERIOR CABINET (Price is each door)** The hinged cabinet door shall be constructed of framed Acrylic/Polycarbonate.	$1,142.91	**$0.00**
0	*C05*	**MIRRORIZED STAINLESS STEEL INHALATION WALLS**	$950.42	**$0.00**
0	*C06*	**DELETE STANDARD FORMICA-COVERED INHALATION WALLS**	($449.19)	**$0.00**
0	*C07*	**MIRRORIZED STAINLESS STEEL INHALATION PANEL**	$915.83	**$0.00**
0	*C08*	**DELETE STANDARD FORMICA-COVERED INHALATION PANEL**	($449.19)	**$0.00**
0	*C09*	**STAINLESS STEEL INHALATION WALLS (NON POLISHED OR MIRRORIZED)**	$557.92	**$0.00**
0	*C10*	**STAINLESS STEEL INHALATION PANEL (NON POLISHED OR MIRRORIZED)**	$654.16	**$0.00**
		INTERIOR COLOR AND MATERIALS OPTIONS (D)		
0	*D01*	**CUSTOM FLOOR** A flooring material other than standard shall be installed in the patient module.	$198.50	**$0.00**
0	*D02*	**STAINLESS STEEL RISER, MAIN CABINET WALL** Install stainless steel on cabinet wall riser.	$299.26	**$0.00**
0	*D03*	**DELETE STANDARD FORMICA RISE, MAIN CABINET WALL**	($308.24)	**$0.00**
0	*D04*	**STAINLESS STEEL RISER, BENCH WALL** Install stainless steel on bench riser wall.	$299.26	**$0.00**
0	*D05*	**DELETE STANDARD FORMICA RISER, BENCH WALL**	($308.24)	**$0.00**
0	*D06*	**INTERIOR UPGRADE: *CARBON FIBER, Full Panels*** All interior door panels, inhalation panel and chassis console faceplate to be finished with Carbon Fiber material (selection of colors).	$2,767.04	**$0.00**
0	*D07*	**INTERIOR UPGRADE: *CARBON FIBER, Partial Panels*** All upper interior door panels, inhalation panel and chassis console faceplate to be finished with Carbon Fiber material (selection of colors). The lower door panels are to be covered with stainless steel.	$1,976.03	**$0.00**
0	*D08*	**INTERIOR UPGRADE: *CG TECH*** All upper interior door panels, inhalation panel and patient area walls are to be finished with CG Tech material (selection of colors). The lower door panels and cabinet risers are to be covered with stainless steel.	$1,404.57	**$0.00**
0	*D09*	**DELETE STANDARD FORMICA INTERIOR**	($1,706.93)	**$0.00**
1	*D10*	**UNIT TO BE CHANGE 10 COMPLIANT**	$676.72	**$676.72**

Quantity	Option code	Description	Price	Extended
		INTERIOR ACCESSORIES AND TRIM OPTIONS (E)		
0	*E01*	**I.V. HOOKS, CAST RUBBER, ADDITIONAL BEYOND STANDARD TWO** Install additional Cast Products recessed I.V. hooks in ceiling. Hooks are installed into aluminum mounting plates and are to be fabricated from flexible rubber.	$148.88	**$0.00**
0	*E02*	**I.V. HOOKS, PERKO CLIPS (EACH)**	$30.08	**$0.00**
0	*E03*	**COT WHEEL FLOOR PLATES, FULL WIDTH** Install full width stainless steel cot wheel plates.	$212.04	**$0.00**
1	*E04*	***DELETE*** **STANDARD FERNO 'Stat Trac' COT MOUNT**	($2,995.62)	**-$2,995.62**
0	*E05*	**PROVIDE AND INSTALL STRYKER POWER LOAD SYSTEM**	$37,141.64	**$0.00**
0	*E06*	**PROVIDE AND INSTALL STRYKER PERFORMANCE LOAD SYSTEM W/O CHARGER**	$7,647.12	**$0.00**
0	*E07*	**PROVIDE AND INSTALL STRYKER PERFORMANCE LOAD SYSTEM WITH CHARGER**	$11,480.75	**$0.00**
1	*E08*	**INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL** The installation, including wiring shall be provided for a customer provided Stryker #6390 Power-Load cot mount system.	$914.33	**$914.33**
0	*E09*	**INSTALL, CUSTOMER PROVIDED STRYKER POWER LOAD 'MASS CASUALTY' FLOOR PLATE ON SELECTED MODEL**	$346.93	**$0.00**
0	*E10*	**INSTALL, UNDER-FLOOR PLATES ONLY FOR STRYKER POWER LOAD #6390 COT MOUNT ON SELECTED MODEL** Under-floor plates are to be installed for later addition of a Stryker #6390 Power-Load cot mount system.	$429.39	**$0.00**
0	*E11*	**INSTALL, *CUSTOMER PROVIDED* FW #601 ICS CHARGING SYSTEM FOR COT MOUNT** The installation, including wiring shall be provided for a customer provided FW #601 ICS charging system.	$672.21	**$0.00**
0	*E12*	**INSTALL, CUSTOMER PROVIDED FW STAT TRAC FOR FW INX COT** (Does not include installation of required FW 601 ICS charging system from E10)	$914.33	**$0.00**
0	*E13*	**COT SAFETY HOOK**	$102.26	**$0.00**
0	*E14*	**SUPPLY FW 28Z COT**	$9,753.81	**$0.00**
0	*E15*	**SUPPLY STRYKER 6506 POWER PRO XT COT, POWER LOAD COMPATIBLE**	$25,386.08	**$0.00**
0	*E16*	**SUPPLY FW 822137 FLIP OUT HANDLES**	$594.01	**$0.00**
0	*E17*	**SUPPLY FW 0822178 SOFTNET, O2 HOLDER, POUCH**	$362.42	**$0.00**
0	*E18*	**DELETE STANDARD CLEAR REAR ACCESS DOOR WINDOWS**	($385.69)	**$0.00**
0	*E19*	**DELETE STANDARD CLEAR SIDE ACCESS DOOR WINDOW**	($226.15)	**$0.00**
0	*E20*	**DELETE STANDARD CLEAR CURBSIDE BODY WINDOW**	($285.01)	**$0.00**
0	*E21*	**ADD PRIVACY TINTED REAR ACCESS DOOR WINDOWS**	$402.72	**$0.00**
0	*E22*	**ADD PRIVACY TINTED SIDE ACCESS DOOR WINDOW**	$241.63	**$0.00**
0	*E23*	**ADD PRIVACY TINTED CURBSIDE BODY WINDOW**	$294.30	**$0.00**

Quantity	Option code	Description	Price	Extended
		INTERIOR ACCESSORIES AND TRIM OPTIONS (E) (Cont.)		
1	*E24*	**ELECTRONIC PRIVACY WINDOWS IN PATIENT MODULE DOORS** The patient area door windows shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	$3,323.45	**$3,323.45**
0	*E25*	**ELECTRONIC PRIVACY WINDOW IN SIDE BODY WINDOW** The side body door window shall include liquid crystal privacy control. When privacy is needed, a switch shall be activated to turn the windows solid so they cannot be seen through even at a very close distance. The windows shall return to clear with a second touch of the switch. All door windows to have fixed glass. The switches shall be labeled "PRIVACY WINDOWS."	$1,957.98	**$0.00**
0	*E26*	**GRAB RAIL PADDING FOR STANDARD GRAB RAILS** Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	$156.40	**$0.00**
0	*E27*	**8 FOOT GRAB RAIL CENTERED IN CEILING**	$258.66	**$0.00**
1	*E28*	**DELETE STANDARD (2) 2' OR (1) 6' ANTIMICROBIAL CEILING GRAB RAIL**	($212.20)	**-$212.20**
2	*E29*	**ADD 6'ANTIMICROBIAL CEILING GRAB RAIL**	$212.20	**$424.41**
0	*E30*	**ADD 6' ANTIMICROBIAL/SLIP-RESISTANT CEILING GRAB RAIL**	$295.85	**$0.00**
0	*E31*	**ADD 8' ANTIMICROBIAL/SLIP-RESISTANT CEILING GRAB RAIL**	$439.90	**$0.00**
0	*E32*	**GRAB RAIL PADDING, 6 FOOT BENCH RAIL** Install removable padding on standard ceiling grab rail. Padding to be covered with upholstery to match the interior.	$156.40	**$0.00**
1	*E33*	**2' GRAB RAIL, WITH ANTIMICROBIAL COATING** Install a 2' rail, with antimicrobial coating at a location to be determined	$115.79	**$115.79**
0	*E34*	**2' GRAB RAIL, ANTI SLIP, WITH ANTIMICROBIAL COATING** Install a 2' anti-slip rail, with antimicrobial coating at a location to be determined	$197.00	**$0.00**
0	*E35*	**UPGRADE ANGLED DOOR HANDLES TO ANTI-SLIP, WITH ANTIMICROBIAL COATING** All access door handles are to be anti-slip knurl type, with antimicrobial coating	$281.22	**$0.00**
0	*E36*	**UPGRADE REQUIRED GRAB HANDLES TO HIGH VISION YELLOW POWER COAT, WITH ANTIMICROBIAL COATING (Each)** Grab handles as required are to be upgraded to yellow powder coat, with anti-microbial coating (price is each)	$42.11	**$0.00**
0	*E37*	**BENCH RESTRAINT, MANSAVER BAR** Install safety man drop down arm at head of squad bench. Reinforce wall with welded aluminum mounting plate.	$791.01	**$0.00**
0	*E38*	**DELETE STANDARD BOLSTER**	($271.06)	**$0.00**
0	*E39*	**STAINLESS STEEL LOWER DOOR TRIM** Finish lower section of inside patient compartment doors with stainless steel.	$443.63	**$0.00**

Quantity	Option code	Description	Price	Extended
		INTERIOR ACCESSORIES AND TRIM OPTIONS (E) (Cont.)		
0	*E40*	**INSTALL 'A' BAR AT HEAD END OF BENCH (WITHOUT SHARPS OR WASTE)**	$848.16	**$0.00**
0	*E41*	**INSTALL 'A' BAR AT HEAD END OF BENCH (WITH SHARPS AND WASTE)**	$1,021.10	**$0.00**
0	*E42*	**INSTALL COAT HOOKS (Each)**	$45.11	**$0.00**
0	*E43*	**INSTALL HANDLE LOCK MOUNTS (Each)**	$128.82	**$0.00**
0	*E44*	**DELETE STANDARD 5# ABC EXTINGUISHER (Each)**	($114.62)	**$0.00**
0	*E45*	**INSTALL AMEREX 240 EXTINGUISHER**	$257.62	**$0.00**
0	*E46*	**INSTALL AMEREX 1411 EXTINGUISHER**	$163.17	**$0.00**
		EXTERIOR ACCESSORY AND TRIM OPTIONS (F)		
0	*F01*	**REAR TOW HOOKS** Install 2 tow hooks rear of vehicle. Attach to bumper frame.	$221.06	**$0.00**
0	*F02*	**RECESSED TOW EYES** Tow eyes shall be recessed into the rear step kick plate, with Cast Products Bezels utilized	$842.14	**$0.00**
0	*F03*	**HEATED, POWER REMOTE MIRRORS, TYPE III AMBULANCE ONLY** Install heated, power remote Velvac 2020 mirrors in place of the OEM mirrors. Weld over and paint over any unused holes left from the OEM mirrors. This feature is standard on GM type 3 chassis	$1,136.89	**$0.00**
0	*F04*	**ON-SPOT SNOW CHAINS** Install automatic ON-SPOT air operated snow chains. Includes installation of system air compressor if chassis does not already have one.	$4,188.15	**$0.00**
0	*F05*	**ON-SPOT AIR COMPRESSOR**	$782.21	**$0.00**
0	*F06*	**KUSSMAUL MAINTENANCE AIR COMPRESSOR, MEDIUM DUTY TRUCK** Install a Kussmaul maintenance air compressor and wire into the shoreline circuit for automatic operation.	$1,326.77	**$0.00**
0	*F07*	**INSTALL QUICK CONNECT AIR FITTING FOR CHASSIS AIR SYSTEM**	$192.49	**$0.00**
1	*F08*	**RUBBER REAR FENDERS** Install rubber rear fenderettes in lieu of stainless steel	$234.60	**$234.60**
1	*F09*	**DELETE STANDARD STAINLESS FENDERS**	($300.49)	**-$300.49**
0	*F10*	**FRONT TOP BODY MOUNT AC CONDENSER (MEDIUM DUTY CHASSIS)** Relocate AC condenser to front of body from underside and paint to match body.	$1,944.45	**$0.00**
0	*F11*	**DELETE STANDARD UNDERBODY CONDENSER** Only applicable to chassis where it is included as standard	($1,731.72)	**$0.00**
0	*F12*	**INSTALL FRONT TOP BODY MOUNT AC CONDENSER (FORD E or F SERIES or CHEVROLET G CHASSIS)** Install added AC condenser to front of body and paint to match body.	$1,944.45	**$0.00**

Quantity	Option code	Description	Price	Extended
		EXTERIOR ACCESSORY AND TRIM OPTIONS (F) (Cont.)		
0	*F13*	**INSTALL COOL TECH II CONDENSER WITH SOLAR PANEL-MEDIUM DUTY/DODGE** Install 'Cool Tech II' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body. A 1.2 amp solar panel power system shall be added to the electrical grid.	$4,601.71	**$0.00**
0	*F14*	**INSTALL COOL TECH II CONDENSER WITH SOLAR PANEL-ALL OTHER CHASSIS** Install 'Cool Tech I' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body. A 1.2 amp solar panel power system shall be added to the electrical grid.	$4,601.71	**$0.00**
1	*F15*	**INSTALL COOL TECH I CONDENSER-MEDIUM DUTY/DODGE** Install 'Cool Tech I' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body.	$4,294.93	**$4,294.93**
0	*F16*	**INSTALL COOL TECH I CONDENSER-ALL OTHER CHASSIS** Install 'Cool Tech II' 4-fan 100,000 BTU condenser system recessed into a flush mounted roof trough at the front of the body.	$4,294.93	**$0.00**
0	*F17*	**INSTALL 110 VAC DANHARD COMBINATION HEAT/AC SYSTEM** A Danhard 110VAC heat/AC system shall be installed in the patient area. Note that an additional 20amp shoreline must be added with this option	$5,884.47	**$0.00**
0	*F18*	**INSTALL ACTIVEPURE AIR DECONTAMINATION SYSTEM IN HEAT/AC DUCT WORK**	$1,374.00	**$0.00**
0	*F19*	**EXTEND FRONT CORNER GUARDS TO STRIPE HEIGHT**	$123.31	**$0.00**
0	*F20*	**INSTALL TURN-OUT ON VERTICAL EXHAUST**	$242.12	**$0.00**
0	*F21*	**UPGRADE REAR MUD FLAP TO UPS BRUSH STYLE**	$445.13	**$0.00**
0	*F22*	**DELETE STANDARD REAR MUD FLAPS**	($170.38)	**$0.00**
0	*F23*	**INSTALL ADDITIONAL BATTERY THAT IS IN ADDITION TO STANDARD OEM CHASSIS BATTERY SYSTEM**	$305.28	**$0.00**
0	*F24*	**UPGRADE RUNNING BOARDS FOR EXTENDED CAB CHASSIS**	$451.70	**$0.00**
0	*F25*	**DELETE STANDARD RUNNING BOARDS**	($446.09)	**$0.00**
0	*F26*	**UPGRADE RUNNING BOARDS FOR 4-DOOR CAB CHASSIS**	$673.26	**$0.00**
		RADIOS AND CONSOLES (G)		
2	*G01*	***ADDITIONAL* COAX PRE-WIRE, EACH** Install additional antenna coax and access plate in patient module roof. Coax is Belden brand RG-58.	$207.53	**$415.06**
1	*G02*	**INSTALL K-94 ANTENNA BASES, EACH**	$133.84	**$133.84**
1	*G03*	**CONSOLE EXTENSION** Install an aluminum extension onto the standard cab console for holding maps, books, radios, etc.	$959.44	**$959.44**
1	*G04*	**CUP HOLDER/WALKIE TALKIE POCKET HOLDERS** Install plastic fabricated cup holders or carpeted walkie-talkie pockets for customer provided equipment	$81.21	**$81.21**
0	*G05*	**RADIO OR RADIO HEAD PRE-CUT, CAB CONSOLE, EACH** Mount radio or radio head in front cab console. Does not include connecting cables, providing power or connecting antenna cables.	$174.44	**$0.00**

Quantity	Option code	Description	Price	Extended
		RADIOS AND CONSOLES (G) (Cont.)		
0	*G06*	**RADIO OR RADIO HEAD PRE-CUT, REAR INHALATION PANEL, EACH** Mount radio or radio head in rear inhalation panel. Does not include connecting cables, providing power or connecting antenna cables.	$174.44	**$0.00**
0	*G07*	**RADIO CABLE INSTALLATION, EACH RADIO** Does not include providing power or connecting antenna cables	$144.37	**$0.00**
1	*G08*	**3-STUD RADIO POWER AND GROUND STUDS, ADDITIONAL BEYOND STANDARD TWO** Install heavy gauge power (battery switched and hot) and ground studs for radio or cell phone power.	$204.52	**$204.52**
0	*G09*	**COMPUTER MOUNT INSTALLATION** Install customer provided computer mount at a position to be determined by purchaser.	$257.62	**$0.00**
0	*G10*	**COMPUTER/PRINTER MOUNT TRAY** Install Horton provided computer/printer tray at a position to be determined by purchaser.	$300.57	**$0.00**
0	*G11*	**SUPPLY AND INSTALL SIGTRONICS 3 HEADSET INTERCOM SYSTEM** Install Horton provided Sygtronics 3 headset intercom with position to be determined by purchaser. System to include radio connector, headsets, headset hooks and interface.	$5,496.00	**$0.00**
		INTERIOR CABINET OPTIONS (H)		
0	*H01*	**ADJUSTABLE VERTICAL DIVIDERS PER CABINET SEGMENT** Install adjustable shelf tracks into the upper and lower cabinet walls. Fabricate Acrylic/Polycarbonate dividers to fit vertically into the cabinet and between the recessed tracks. The dividers shall be adjustable within the track and held into position with cushioned track shelf supports.	$397.01	**$0.00**
0	*H02*	**LIFT UP FRAMES FOR SLIDING DOOR CABINET, STREET SIDE** Fasten the Acrylic/Polycarbonate door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders or compression style hinges and secured in the down position with a sliding dead bolt.	$347.38	**$0.00**
11	*H03*	**SLIDING DRAWER, INTERIOR CABINET WALL** Install a pull out cabinet drawer mounted on grant slides. Drawer is made of aluminum.	$712.81	**$7,840.95**
0	*H04*	**PULL-OUT WRITING TABLE**	$392.50	**$0.00**
0	*H05*	**PULL-OUT WRITING TABLE, WITH STORAGE BELOW**	$612.06	**$0.00**
0	*H06*	**DRUG BOX, ENCLOSED** A separate drug storage box shall be fabricated and installed within the cabinet as designated by the customer.	$299.26	**$0.00**
0	*H07*	**LOCKING DOOR, INTERIOR CABINET** Install a single lockable door on the customer's choice of cabinet.	$60.15	**$0.00**
0	*H08*	**PUSH BUTTON SIMPLEX LOCK, INTERIOR CABINET DOOR OR DRAWER** Install a Simplex push button lock on an interior door of the customer's choice.	$314.30	**$0.00**
0	*H09*	**LOCKING DOOR, ELECTRONIC RCI KEYPAD LOCK FOR INTERIOR CABINET**	$618.07	**$0.00**

Quantity	Option code	Description	Price	Extended
		INTERIOR CABINET OPTIONS (H) (Cont.)		
0	*H10*	**SHARPS / WASTE STORAGE COMPARTMENT, EACH** A sharps / waste storage compartment shall be installed in the patient module interior. Several designs are available.	$645.14	**$0.00**
0	*H11*	**DELETE STANDARD RECESSED SHARPS/WASTE**	($653.65)	**$0.00**
0	*H12*	**LIFT UP FRAMES FOR SLIDING DOOR CABINET, CURBSIDE** Fasten the Acrylic/Polycarbonate door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders or compression style hinges and secured in the down position with a sliding dead bolt.	$347.38	**$0.00**
0	*H13*	**DUAL CABINET ACCESS, CURBSIDE OR STREET SIDE** Provide interior access to exterior compartment. Interior access to be trimmed with customer's choice of sliding Acrylic/Polycarbonate doors, hinged solid Formica doors or hinged Acrylic/Polycarbonate doors.	$720.33	**$0.00**
0	*H14*	**INVENTORY TAGS, TAMPER-RESISTANT, FOR INTERIOR CABINETS** Each cabinet door and cabinet extrusion shall be drilled to accept single use security seals. They shall keep closed the cabinet doors after an inventory has been performed. The presence of a intact seal indicates no inventory has been removed from the cabinet.	$265.35	**$0.00**
0	*H15*	**GLOVE CABINET, RECESSED, WITH ACRYLIC/POLYCARBONATE DOOR, EACH CABINET** The customer specified location shall provide storage for customer-supplied glove boxes. An elongated slot in the cabinet replaced from behind the cabinet dispensing surface.	$736.81	**$0.00**
0	*H16*	**GLOVE STORAGE, RECESSED ABOVE FRONT WALL CABINET, SIDE OR REAR DOORS**	$638.27	**$0.00**
0	*H17*	**ROBINSON ROLL UP DOOR IN FRONT WALL CABINET** In lieu of hinged Acrylic/Polycarbonate doors in the front wall cabinet, use a full height Robinson roll up door.	$1,782.03	**$0.00**
0	*H18*	**DOVER ROLL UP DOOR WITH CLEAR ACRYLIC/POLYCARBONATE SLATS INSTALLED IN ANY CABINET**	$3,005.62	**$0.00**
0	*H19*	**FERNO INTRAXX LP15 SURFACE MOUNT**	$2,308.37	**$0.00**
0	*H20*	**TECHNIMOUNT LP15 SHELF MOUNT**	$1,736.92	**$0.00**
0	*H21*	**TECHNIMOUNT LP15 WALL MOUNT**	$3,512.94	**$0.00**
0	*H22*	**HEATED CABINET (SMITHWORKS)** A heated IV storage cabinet shall be installed at a choice of location. The cabinet shall be heated with a Smithwork's heated tray system.	$702.29	**$0.00**
0	*H23*	**REFRIGERATOR** A Norcold 12v refrigerator shall be installed in the patient area at a choice of location (an ***added cabinet*** specifically for the refrigerator is an additional cost)	$1,890.31	**$0.00**
	H24	**TEMPERATURE CONTROLLED CABINET (2 OPTIONS)**		
0		A MK15 temperature controlled cabinet shall be installed at a choice of location	$5,663.41	**$0.00**
0		A MK20SS temperature controlled cabinet shall be installed at a choice of location	$5,854.39	**$0.00**

Quantity	Option code	Description	Price	Extended
		INTERIOR CABINET OPTIONS (H) (Cont.)		
0	*H25*	**CROSSOVER CABINET** A cabinet shall be installed above the walk-through in the patient area.	$694.77	**$0.00**
0	*H26*	**DUCTED HEAT/AC SYSTEM (HEAT/AC SEPARATE)** The rear heat/AC system shall be installed in the corner above the linen cabinet. The system shall include an aluminum chute system for air movement. The chute shall be located above the main cabinet wall.	$2,180.55	**$0.00**
2	*H27*	**ADD CUSTOM INTERIOR CABINET (Per unit cost without drawers or attachments)**	$601.12	**$1,202.25**
0	*H28*	**ADD CUSTOM MONITOR STORAGE WITH INSIDE/OUTSIDE ACCESS**	$1,374.00	**$0.00**
1	*H29*	**INSTALL ADDITIONAL SHELF IN INTERIOR CABINET MODULE**	$148.88	**$148.88**
1	*H30*	**INSTALL UV LAMP IN AREA TO BE DESIGNATED**	$472.31	**$472.31**
0	*H31*	**INSTALL CUSTOMER PROVIDED KNOX MED VAULT or KEY VAULT**	$387.99	**$0.00**
1	*H32*	**INSTALL CARGO NET PROTECTION OVER OPEN CABINET FACE**	$712.81	**$712.81**
		INTERIOR CABINET and SEATING OPTIONS (HS)		
0	*HS01*	**CPR SEAT STORAGE** A trimmed storage area shall be accessed by raising the hinged side attendant seat base cushion.	$299.26	**$0.00**
0	*HS02*	**INSTALL RECESSED PADDLE LATCH FOR LIFT-UP CPR SEAT CUSHION**	$392.50	**$0.00**
0	*HS03*	**INSTALL GAS SPRING HOLD-OPEN FOR LIFT-UP CPR SEAT CUSHION**	$45.11	**$0.00**
1	*HS04*	**CPR SEAT WIDENED BEYOND STANDARD 28"**	$395.02	**$395.02**
1	*HS05*	**HEAD ATTENDANT BUCKET SEAT WITH BUILT IN CHILD SAFETY SEAT & 4-POINT SEAT BELT** Delete the standard bucket attendant seat. Install a high back bucket seat with built in child seat restraints. The seat to be adjustable front to rear and shall include 4-point seat belt.	$1,902.34	**$1,902.34**
0	*HS06*	**HEAD ATTENDANT BUCKET SEAT WITH 6-POINT SEAT BELT** Delete the standard bucket attendant seat. Install a high back bucket seat. The seat to be adjustable front to rear and install a 6-point seat belt.	$2,654.25	**$0.00**
1	*HS07*	**DELETE STANDARD 4PT ATTENDANT'S SEAT**	($1,857.18)	**-$1,857.18**
0	*HS08*	**HEAD ATTENDANT BUCKET SEAT WITH BUILT IN CHILD SAFETY SEAT & 6-POINT SEAT BELT** Delete the standard bucket attendant seat. Install a high back bucket seat with built in child seat restraints. The seat to be adjustable front to rear and shall include 6-point seat belt.	$3,136.98	**$0.00**
0	*HS09*	**BENCH SIDE BUCKET SEAT WITH 4-POINT SEAT BELT, PERMANENT MOUNT**	$1,803.09	**$0.00**
0	*HS10*	**BENCH SIDE BUCKET SEAT WITH 4-POINT SEAT BELT, SWIVEL MOUNT**	$1,803.09	**$0.00**
0	*HS11*	**EVS SLIDING TRACK ON BENCH (Select type of seat from above)**	$2,519.55	**$0.00**
0	*HS12*	**DELETE SET OF STANDARD 4-POINT SEAT BELTS**	($712.81)	**$0.00**

Quantity	Option code	Description	Price	Extended
		ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I)		
0	*I01*	**DOWNGRADE STANDARD INPOWER BATTERY SWITCH**	($477.07)	**$0.00**
1	*I02*	***INVERTER PREWIRING*, VANNER 1000 WATT 20-1000TUL WITH INTERFACE** Furnish wiring only to the designated electrical equipment location to power a Vanner 20-1000TUL inverter equipped with a Vanner interface module. Wiring shall also be furnished from the future inverter location to the area behind the inhalation panel to the control switch.	$348.89	**$348.89**
0	*I03*	***INSTALL INVERTER*, VANNER 1000 WATT 20-1000TUL WITH INTERFACE** A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.	$3,067.80	**$0.00**
0	*I04*	**DELETE THE STANDARD 45AMP BATTERY CHARGER**	($715.61)	**$0.00**
0	*I05*	**ADD AN 80AMP BATTERY CHARGER**	$867.41	**$0.00**
1	*I06*	**LED RUNNING BOARD LIGHTS** Install Whelen Par 16 LED running board lights	$363.93	**$363.93**
0	*I07*	**DELETE THE STANDARD M6 SERIES SIDE MARKER LIGHTS**	($833.33)	**$0.00**
0	*I08*	**ADD 700 SERIES LED SIDE MARKER LIGHTS**	$714.06	**$0.00**
0	*I09*	**ADD ADDITIONAL REPORT LIGHT**	$218.05	**$0.00**
0	*I10*	**LED SIDE DOOR STEP WELL LIGHT** Upgrade the side door step well light from halogen to Whelen Par 16 LED light	$135.34	**$0.00**
0	*I11*	**DELETE VISTA LED STEPWELL LIGHT**	($139.40)	**$0.00**
0	*I12*	**LED INTERIOR CABINET LIGHTING (Main Wall)** Install LED light strips in the closed compartments with Acrylic/Polycarbonate doors	$912.82	**$0.00**
0	*I13*	**LED INTERIOR CABINET LIGHTING (Bench Wall)** Install LED light strips in the closed compartments with Acrylic/Polycarbonate doors	$242.12	**$0.00**
1	*I14*	**MODULE DISCONNECT TIMER PROGRAMMING** The module disconnect shall be programmed to automatically shut down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.	$148.88	**$148.88**
0	*I15*	**AIRCRAFT TYPE CLOCK, ILLUMINATED, ON HINGED ACCESS PANEL** An aircraft style back lighted clock with sweep second hand shall be installed. Back lighting shall be 12 volt. Clock shall be installed on a hinge and secured with a ball catch to provide easy access for changing time and battery.	$306.78	**$0.00**
0	*I16*	**DIGITAL CLOCK, NEC MODEL 0150004**	$1,090.62	**$0.00**
0	*I17*	**DIGITAL CLOCK, INTELLITEC**	$481.22	**$0.00**
0	*I18*	**DIGITAL CLOCK, LARGE FACE LED *WITHOUT SECONDS READOUT***	$481.22	**$0.00**

Quantity	Option code	Description	Price	Extended
		ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)		
0	*I19*	**DIGITAL CLOCK, LARGE FACE LED WITH *SECONDS READOUT***	$679.73	**$0.00**
1	*I20*	**CAB CEILING LIGHTS, LED** Two (2) Signal Stat or TecNiq lights shall be installed in the cab headliner.	$270.69	**$270.69**
1	*I21*	**LAMP TIMER, PROGRAMMABLE FOR DOME OR FLORESCENT LIGHTS** Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the lights, with the battery switch in the off position.	$169.93	**$169.93**
0	*I22*	**FLORESCENT LIGHTS, 39 INCH, EACH** Install 39 inch, I2 volt fluorescent ceiling light fixtures.	$366.93	**$0.00**
0	*I23*	**ROM DURLOUMEN LIGHTING , EACH**	$424.41	**$0.00**
0	*I24*	**INSTALL TECNIQ LED DOME LIGHT, WITH MOTION SENSOR (EACH)**	$243.89	**$0.00**
1	*I25*	**INTERIOR 110 VOLT OUTLETS, ADDITIONAL, EACH** Install 110v interior AC duplex outlets. Outlets shall have integral illumination to turn on when power is present.	$169.93	**$169.93**
0	*I26*	**EXTERIOR 110 VOLT OUTLETS, EACH** Install 110v exterior 15 amp AC duplex outlets, including weatherproof cover.	$278.24	**$0.00**
0	*I27*	**INTERIOR 12 VOLT OUTLETS, CIGARETTE LIGHTER/USB STYLE, ADDITIONAL, EACH** Install heavy duty cigarette lighter type 12 volt DC USB Style. Each outlet shall install in a standard wall outlet plate and shall have a flip-up cover.	$111.28	**$0.00**
0	*I28*	**REAR SPEAKERS FOR CHASSIS CAB RADIO, PAIR** Install two rear speakers and wire to the chassis cab radio. Volume shall be controlled through the rear attendant panel via solid state switching.	$269.18	**$0.00**
0	*I29*	**FOG LIGHTS, HELLA, CLEAR OR AMBER, PAIR** Install two Hella fog lights and program to operate through a switch in the cab console.	$332.35	**$0.00**
0	*I30*	**FOG LIGHTS, PIAA ION CRYSTAL CLEAR OR AMBER, PAIR** Install two PIAA fog lights and program to operate through a switch in the cab console.	$515.81	**$0.00**
0	*I31*	***SHORELINE:*** **ADD 3 PRONG 110VAC SHORELINE INLET (NON-EJECTING)** Note: requires selecting 20 Amp Super Auto Eject below	$341.37	**$0.00**
1	*I32*	***SHORELINE:*** ***DELETE CREDIT*** **FOR 20 AMP SHORELINE INLET** Install a Kussmaul 20 amp Super Auto Eject shoreline inlet in lieu of standard.	($341.37)	**-$341.37**
0	*I33*	***SHORELINE: ADD*** **FOR POWER ON INDICATOR LIGHT** Install a pilot light to indicate presence of AC power at shoreline inlet.	$90.23	**$0.00**
1	*I34*	***SHORELINE:*** ***ADD 1ST*** **KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET W/ INDICATOR**	$879.74	**$879.74**
0	*I35*	***SHORELINE:*** ***ADD 2ND*** **KUSSMAUL 20 AMP SUPER AUTO EJECT SHORELINE INLET W/ INDICATOR**	$879.74	**$0.00**
0	*I36*	**WIRE ENGINE BLOCK HEATER TO SHORELINE** Wire the chassis engine block heater to the shoreline inlet circuit. Protect the block heater circuit with a circuit breaker that can also be used as an on/off switch for this feature.	$299.26	**$0.00**

Quantity	Option code	Description	Price	Extended
		ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)		
0	*I37*	**LED LIGHTED RUB RAILS** Install custom made LED light strips flush mounted into the lower body aluminum diamond plate rub rails. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Rub rails forward of the rear wheel opening shall have (3) LED strips. Rub rails behind the rear wheel opening shall have (2) LED strips. Steady burn on with headlight switch and flash with red flashing light circuit. Customer may request different programming if desired.	$2,230.17	**$0.00**
2	*I38*	**LED GROUND LIGHTING**	$699.28	**$1,398.56**
0	*I39*	**LED DOCKING LIGHTS**	$515.81	**$0.00**
		1		
0	*I40*	**CARBON MONOXIDE DETECTOR** Install a marine grade CO detector in interior of patient module.	$410.48	**$0.00**
0	*I41*	**DELETE STANDARD ELECTRIC DOOR LOCKS, EXTERIOR COMPARTMENTS** Power activated door locks shall be installed on all exterior compartment doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	($1,064.71)	**$0.00**
0	*I42*	**DELETE STANDARD ELECTRIC DOOR LOCKS, MODULAR BODY ACCESS DOORS** Power activated door locks shall be installed on all exterior patient module doors. Locks shall be activated by a switch at each patient area access door, a switch in the front radio console and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key.	($299.26)	**$0.00**
0	*I43*	**DELETE STANDARD ELECTRIC DOOR UNLOCK SWITCH, CONCEALED** Install a concealed electric door unlock switch in the chassis grille.	($148.88)	**$0.00**
0	*I44*	**ELECTRIC DOOR UNLOCK SWITCH, TOUCH PAD** Install a 5 button touch pad assembly to lock or unlock designated electric door locks	$939.89	**$0.00**
1	*I45*	**DOOR LOCKS, PROGRAM TO OPERATE ON OEM CHASSIS SWITCH** Program all modular body and exterior compartment door power locks to operate on the same circuit as the chassis cab power locks. Any power lock switch in the chassis cab or modular body shall operate all locks in a common circuit.	$198.50	**$198.50**
0	*I46*	**HORTON *'Free Floating'* DOOR HANDLES TO BE LIGHTED**	$791.01	**$0.00**
0	*I47*	**SEAT BELT INDICATOR WITH VDR (Price per Each Belt Position)** A seat belt monitoring system with VDR shall be provided per designated locations.	$848.16	**$0.00**
1	*I48*	**SECURITY IDLE SYSTEM** Install a secure idle system to allow engine operation with transmission in park and ignition key removed. If the brake is depressed or transmission attempted to be shifted into gear, the engine will shut off, the marker lights will flash and the horn will sound. The system will be integrated into the Horton electrical system electronics, be activated by a switch on the control panel and provide a digital display to warn of the activated security mode.	$660.18	**$660.18**

Quantity	Option code	Description	Price	Extended
		ELECTRICAL OPTIONS (NON-WARNING SYSTEMS) (I) (Cont.)		
1	*I49*	**PROGRAM BRAKE LIGHT FUNCTIONALITY ON REAR WARNING LIGHTS** Program rear warning lights to also function as brake lights	$148.88	**$148.88**
0	*I50*	**GOLIGHT 2020 OR 2021 ELECTRIC SPOTLIGHT ON CAB ROOF, WITH JOYSTICK CONTROL**	$759.43	**$0.00**
0	*I51*	***STAND ALONE:*** **COLOR BACKUP CAMERA WITH MONITOR IN CAB (Mirror or monitor installed)**	$1,873.77	**$0.00**
0	*I52*	***STAND ALONE:*** **COLOR BACKUP CAMERA AND PATIENT AREA CAMERA WITH MONITOR IN CAB**	$2,544.47	**$0.00**
0	*I53*	***I4G CAMERA SYSTEM (EACH)***	$554.91	**$0.00**
1	*I54*	***INTEGRATED:*** **PROVIDE AND INSTALL HORTON '360' CAMERA MONITORING SYSTEM *(I4G ONLY)*** **(White covers are standard)**	$3,082.84	**$3,082.84**
0	*I55*	**INSTALL ECHOVISION REVERSE MONITOR SYSTEM**	$747.40	**$0.00**
0	*I56*	**HAND HELD SPOT LIGHT**	$169.93	**$0.00**
0	*I57*	**STREAMLIGHT SL-45, EACH**	$398.51	**$0.00**
0	*I58*	**INSTALL CUSTOMER PROVIDED HAND HELD SPOT AND WIRE FOR OPERATION**	$112.79	**$0.00**
0	*I59*	**MOVE PRIMARY PANEL TO BENCH, WITH O2 OUTLET CUTOUT (OUTLET NOT INCLUDED)**	$255.91	**$0.00**
0	*I60*	**SECOND REAR I4G CONTROL PANEL, SURFACE MOUNTED**	$4,305.45	**$0.00**
2	*I61*	**ADD A 3-SWITCH SEALED ELECTRICAL CONTROL PANEL (Price is each panel)** *(Does not include applicable programming requirements)*	$356.41	**$712.81**
0	*I62*	**MOVE PRIMARY CAB SWITCH PANEL IN NAVISTAR 4300 TO FLUSH MOUNT IN CHASSIS DASH** (Includes moving AM/FM radio to overhead chassis console)	$601.12	**$0.00**
0	*I63*	**MOVE PRIMARY CAB I4G PANEL IN DODGE TO FLUSH MOUNT IN CHASSIS DASH** (Includes moving AM/FM radio to cab console)	$1,681.43	**$0.00**
0	*I64*	**PROVIDE AND INSTALL AN ENGINE HOUR METER SEPARATE FROM CHASSIS PROVIDED METER**	$168.43	**$0.00**
0	*I65*	**RELOCATE HORTON 'PDI' BOX TO LOCATION OTHER THAN #2 COMPARTMENT**	$1,717.49	**$0.00**
		VISUAL WARNING SYSTEM OPTIONS (J)		
0	*J01*	**FLASHING HEADLIGHTS, PROGRAMMABLE** Program headlights to flash in alternating or pulsating manner when high beams are not selected and head light switch is in the 'off' position	$225.57	**$0.00**
0	*J02*	**HORTON LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH** Install custom made LED light strips on the interior of the exterior compartment door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the compartment door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	$228.58	**$0.00**

Quantity	Option code	Description	Price	Extended
		VISUAL WARNING SYSTEM OPTIONS (J) (Cont.)		
0	*J03*	**WHELEN LED DOOR OPEN WARNING LIGHTS, COMPARTMENT DOORS, EACH** Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior compartment door panels.	$326.33	**$0.00**
2	*J04*	**HORTON LED DOOR OPEN WARNING LIGHTS, PATIENT ENTRY DOOR, EACH** Install custom made LED light strips on the interior of the exterior patient door panels. The light strips shall have a scalloped integral lens strip for maximum light disbursement. Installation will be flush with the inner panel. The light strip shall flash when the patient door is open, and the red flashing light circuit is activated or whenever the module disconnect is on.	$228.58	**$457.16**
0	*J05*	**WHELEN LED DOOR OPEN WARNING LIGHTS, PATIENT DOORS, EACH** Install Whelen 500 Series TIR6 flashing lights on the interior of the exterior patient door panels.	$326.33	**$0.00**
0	*J06*	**TRUCKLITE SUPER 44 LED DOOR OPEN WARNING LIGHTS, PATIENT or COMPARTMENT DOORS, EACH**	$73.91	**$0.00**
		Note: All Whelen light bars referenced below do not include installation cost!		
0	*J07*	**LIGHT BAR, FRONT, *WHELEN 45BF88A*** ***Layout:*** RED CORNER-RED-WHITE-RED-RED-RED-WHITE-RED-RED CORNER	$4,637.24	**$0.00**
0	*J08*	**LIGHT BAR, REAR, *WHELEN 45B88R*** ***Layout:*** RED CORNER-RED-WHITE-LED LR11 LOAD LIGHT-AMBER-AMBER-LED LR11 LOAD LIGHT-WHITE-RED-RED CORNER	$4,980.75	**$0.00**
0	*J09*	***CHANGE*** **LOADING LIGHTS IN REAR WHELEN 4500 LIGHT BAR FROM LED TO HALOGEN**	($472.31)	**$0.00**
0	*J10*	***DELETE*** **RED OR AMBER LED FLASHER FROM WHELEN *4500* BAR, EACH**	($343.50)	**$0.00**
0	*J11*	***DELETE*** **WHITE LED FLASHER FROM WHELEN *4500* BAR, EACH**	($395.02)	**$0.00**
0	*J12*	***ADD*** **RED, WHITE or AMBER LINEAR SUPER LED TO WHELEN *4500* LIGHT BAR, EACH**	$360.68	**$0.00**
0	*J13*	***ADD*** **WHITE or RED LED ROTATOR TO WHELEN *4500* LIGHT BAR, EACH** ***(replaces LED flashing lights)***	$395.02	**$0.00**
1	*J14*	**ON SELECT MODELS ADD: WHELEN 49" FREEDOM IV LC-1 LINEAR LED LIGHT BAR W/8 LED MODULES** ***Layout:*** RED CORNER-RED-WHITE-RED-RED-WHITE-RED-RED CORNER	$4,605.21	**$4,605.21**
0	*J15*	***DELETE*** **WHITE or RED LED FLASHER FROM *FREEDOM* BAR, EACH**	($362.05)	**$0.00**
0	*J16*	***ADD*** **RED, CLEAR OR AMBER LINEAR SUPER LED TO WHELEN *FREEDOM* LIGHT BAR, EACH**	$362.05	**$0.00**
0	*J17*	***ADD*** **LR-11 SUPER '3' LED ALLEY LIGHT(S) TO LIGHT BAR (EACH)**	$123.66	**$0.00**
0	*J18*	***ADD*** **LR-11 SUPER '6' LED ALLEY LIGHT(S) TO LIGHT BAR (EACH)**	$324.60	**$0.00**
0	*J19*	***ADD*** **LR-11 SUPER '6' LED TAKE-DOWN LIGHT(S) TO LIGHT BAR (EACH)**	$324.60	**$0.00**
0	*J20*	***ADD*** **OPTICOM TRAFFIC LIGHT CHANGER TO LIGHT BAR**	$2,819.93	**$0.00**
0	*J21*	***ADD*** **WHELEN #TAL85 LINEAR 5MM LED LIGHT BAR WITH 8 LED MODULES**	$1,559.00	**$0.00**

Quantity	Option code	Description	Price	Extended
		VISUAL WARNING SYSTEM OPTIONS (J) (Cont.)		
0	*J22*	**LIGHT BAR, FRONT: DELTA 56.25" #DS2RRRR** ***Layout:*** (6) angled mirrors, (2) Super LED light head (wt-wt), (2) Super LED light head (rd-rd) (1) LR11 dual Take-Down, (1) lower level flasher, (2) white front/Red Rear Beacon, (1) Red Front/White Rear Super LED beacon	$9,801.86	**$0.00**
0	*J23*	**INSTALL FRONT LIGHT BAR ON CAB ROOF**	$273.08	**$0.00**
1	*J24*	**INSTALL FRONT LIGHT BAR ON FRONT FACE OF MODULE BODY**	$273.08	**$273.08**
0	*J25*	**INSTALL REAR LIGHT BAR ON REAR FACE OF MODULE BODY**	$273.08	**$0.00**
0	*J26*	***DELETE*** **WHELEN 700 SERIES LED REAR AMBER KKK LIGHT**	($366.93)	**$0.00**
0	*J27*	***DELETE*** **WHELEN 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH** Note: includes FLANGE mounting flange	($568.45)	**$0.00**
0	*J28*	***DELETE*** **WHELEN LED GRILLE LIGHTS, PAIR (some models do not allow deletion of this option)**	($598.52)	**$0.00**
0	*J29*	***DELETE*** **WHELEN LED INTERSECTION LIGHTS, PAIR (some models do not allow deletion of this option)**	($766.95)	**$0.00**
4	*J30*	***ADD*** **WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES RED OR AMBER FLASHING LIGHT, EACH** Note: includes 900 FLANGE mounting flange	$568.45	**$2,273.78**
0	*J31*	***ADD*** **WHELEN 900 SERIES or 'M9' SERIES LINEAR SUPER LED WHITE FLASHING LIGHT, EACH** Note: includes 900 FLANGE mounting flange	$568.45	**$0.00**
0	*J32*	***ADD*** **WHELEN 900 SERIES LINEAR SUPER LED or 'M9' SERIES SPLIT COLOR FLASHING LIGHT, EACH** Note: includes 900 FLANGE or 'M' mounting flange	$661.68	**$0.00**
0	*J33*	***ADD*** **WHELEN 400 LED SERIES or M4 SERIES LED LIGHT** Note: includes 400 FLANGE or 'M' FLANGE mounting flange	$299.26	**$0.00**
0	*J34*	***ADD*** **WHELEN 400 (1/2RED-1/2 WHITE) SERIES or 'M4' SERIES LED FLASHING LIGHT, EACH** Note: includes 400 FLANGE or 'M' FLANGE mounting flange	$366.93	**$0.00**
2	*J35*	***ADD*** **WHELEN 600 to 700 LED SERIES or M6 or M7 SERIES LIGHT** Note: includes 600 or 700 FLANGE or 'M' FLANGE mounting flange	$412.05	**$824.10**
0	*J36*	***ADD*** **WHELEN 600 or 700 (1/2RED-1/2 WHITE) SERIES or 'M6'/ 'M7' SERIES LED FLASHING LIGHT, EACH** Note: includes 700 FLANGE or 'M' FLANGE mounting flange	$458.67	**$0.00**
0	*J37*	***ADD*** **2ND SET OF WHELEN TIR6, 500 SERIES RED FLASHING LED GRILLE LIGHTS**	$760.94	**$0.00**
0	*J38*	***UPGRADE*** **WHELEN 500 TIR6 TO 1/2RED-1/2 WHITE SUPER LED FLASHING LIGHT (Cost per pair)** Note: Includes 500 FLANGE (Lights do not independently flash!!)	$85.87	**$0.00**
0	*J39*	**IDENTITY LIGHTING (Side Only)** Install LED alternate flashing light strips at upper body sides and wire to warning light system	$812.07	**$0.00**
0	*J40*	**IDENTITY LIGHTING (Side and Rear)** Install LED alternate flashing light strips at upper body sides and rear side and wire to warning light system	$1,213.59	**$0.00**

Quantity	Option code	Description	Price	Extended
		VISUAL WARNING SYSTEM OPTIONS (J) (Cont.)		
1	*J41*	**CONSPICUITY LIGHTING** Amber and red LED strip lighting shall be applied to the outboard panels on the rear of the body. Five (5) lights shall be installed per panel. The lights shall be backed by a stainless steel panels. The lights shall flash in the Emergency Mode. (Does not include Chevron cost)	$2,748.99	**$2,748.99**
0	*J42*	**MARKER LIGHTS ON 360 SYSTEM TO FLASH**	$148.88	**$0.00**
		VISUAL NON-WARNING SYSTEM OPTIONS (K)		
0	*K01*	**ARROW TURN SIGNAL, WHELEN 600/700 OR M6 SERIES LED, PAIR** Note: includes 600/700 FLANGE mounting flange	$594.01	**$0.00**
0	*K02*	**ARROW TURN SIGNAL, WHELEN 900 SERIES or 'M9' SERIES LED, PAIR** Note: includes 900 or 'M' SERIES FLANGE mounting flange	$935.38	**$0.00**
0	*K03*	***ADD* TAIL LIGHTS, WHELEN 600/700 SERIES LED WITH LED BACKUP LIGHTS** Note: includes 600/700 SERIES FLANGE mounting flange Note: turn signal is arrow type	$2,953.51	**$0.00**
0	*K04*	**DELETE TAIL LIGHTS, WHELEN 'M6' SERIES LED WITH LED BACKUP LIGHTS** Note: includes 'M' SERIES FLANGE mounting flange Note: turn signal is arrow type	($2,111.21)	**$0.00**
0	*K05*	***ADD* TAIL LIGHTS, WHELEN 900 SERIES LED WITH *HALOGEN* BACKUP LIGHTS** Note: includes 900 Series mounting flange Note: turn signal is arrow type	$2,739.97	**$0.00**
0	*K06*	**DELETE TAIL LIGHTS, WHELEN 900 SERIES LED WITH LED BACKUP LIGHTS or '9M' SERIES LED LIGHTS** Note: includes 900 or 'M' Series mounting flange Note: turn signal is arrow type	($3,995.67)	**$0.00**
0	*K07*	**SIDE SCENE LIGHTS, LED** Note: Includes (2) Whelen 900 SERIES or 'M' SERIES LED scene lights, with 2 per side	$1,804.59	**$0.00**
1	*K08*	**REAR LOADING LIGHTS, LED (9m Series)** Note: Includes (2) Whelen 'M' SERIES LED loading lights, with 2 on rear	($1,858.73)	**-$1,858.73**
0	*K09*	**REAR LOADING LIGHTS, LED (900)** Note: Includes (2) Whelen 900 SERIES LED loading lights, with 2 on rear	$1,767.04	**$0.00**
1	*K10*	**REAR LOADING LIGHTS, LED (600/700 or M6/7 Series)** Note: Includes (2) Whelen 600/700 SERIES or 'M6/7' SERIES LED loading lights, with 2 on rear	$1,264.72	**$1,264.72**
0	*K11*	**INSTALL KWIK-RAZE 500 WATT TELESCOPIC LIGHT (Cost per each)** Install one Kwik-Raze 500 watt telescopic light at location to be determined	$1,927.90	**$0.00**
0	*K12*	**INSTALL HAVIS SHIELDS 12V HID SCENE LIGHTS (Cost per each)** Install one HAVIS SHIELD 12V HID scene light	$959.44	**$0.00**
0	*K13*	**INSTALL A WHELEN PFH1 LED FLOODLIGHT WITH PBA103 SEMI RECESSED HOUSING** **Note:** The style of flange to be installed (if any) must be specified on the order	$1,236.14	**$0.00**
0	*K14*	**INSTALL A WHELEN PFH2 LED FLOODLIGHT WITH PBA203 SEMI RECESSED HOUSING** **Note:** The style of flange to be installed (if any) must be specified on the order	$2,100.84	**$0.00**

Quantity	Option code	Description	Price	Extended
		VISUAL NON-WARNING SYSTEM OPTIONS (K) (Cont.)		
0	*K15*	***360 DEGREE*** **ROLLED MARKED LIGHTS** Install rolled marker lights on the upper corners of the body front and rear.	$595.51	**$0.00**
		AUDIBLE WARNING SYSTEM OPTIONS (L) ***Note: sirens and siren speakers below do not include installation charges.***		
1	*L01*	***DELETE*** **STANDARD SIREN, SS700**	($777.48)	**-$777.48**
0	*L02*	**WHELEN 295SLSA1 SIREN**	$893.27	**$0.00**
0	*L03*	**SIREN, WHELEN 295HFS2 SIREN**	$1,138.40	**$0.00**
1	*L04*	**SIREN, FEDERAL SIGNAL PA-300 SIREN**	$935.38	**$935.38**
0	*L05*	**SIREN, WHELEN 295HFSC9 DUAL AMP SIREN CONTROL OR SS MAGNUM CONTROL**	$1,267.73	**$0.00**
0	*L06*	**SIREN, FEDERAL SIGNAL *Q2B MECHANICAL*** Note: includes bumper guards to protect siren.	$4,052.81	**$0.00**
0	*L07*	**FEDERAL SIGNAL *EQ2B ELECTRONIC* "Q" SIREN**	$2,750.50	**$0.00**
0	*L08*	**FEDERAL SIGNAL *'RUMBLER'* or WHELEN 'HOWLER' SIREN**	$1,300.81	**$0.00**
0	*L09*	**EXTENDED FRONT BUMPER, MEDIUM DUTY TRUCK, FOR STANDARD CAST SIREN** The front bumper shall be extended for installation of Cast siren. The reinforced frame shall be trimmed with aluminum diamond plate top and side filler plates.	$3,854.31	**$0.00**
0	*L10*	**SIREN SPEAKERS, FEDERAL SIGNAL DYNAMAX or BP-100, PAIR** Supply two Federal Signal Dynamax or BR-100 speakers under the hood for a backup siren.	$1,070.72	**$0.00**
0	*L11*	**SIREN SPEAKERS, QUEST PRODUCTS BUMPER, PAIR**	$1,428.63	**$0.00**
0	*L12*	**AIR HORN SYSTEM, BUELL (NOT FOR MEDIUM DUTY TRUCKS)** Buell air horns shall be installed on unit and shall include #1601 dual Grover trumpets, #16122 compressor and #2242 tank.	$3,857.31	**$0.00**
0	*L13*	**ADDED AIR TANK FOR AIR HORN SYSTEM**	$695.59	**$0.00**
0	*L14*	**ADD FOOT SWITCH TO ACTIVATE HORN OR SIREN**	$130.83	**$0.00**
		OXYGEN SYSTEM OPTIONS (M)		
1	*M01*	**ELECTRIC OXYGEN BOTTLE BRACKET, ZICO OTS** Electric operated oxygen bottle mount for cylinder loading and securing. Controls to be mounted on the inside of the compartment door.	$4,252.82	**$4,252.82**
1	*M02*	**DELETE STANDARD ZICO QRM-V BRACKET**	($478.62)	**-$478.62**
0	*M03*	**HAND HELD REMOTE CONTROL FOR ELECTRIC OXYGEN BOTTLE BRACKET** The Zico QTS electric oxygen cylinder handler shall have a (2) button remote control attached via a 6 foot coiled cord.	$443.63	**$0.00**

Quantity	Option code	Description	Price	Extended
		OXYGEN SYSTEM OPTIONS (M) (Cont.)		
0	*M04*	**OXYGEN BOTTLE ACCESS, PATIENT MODULE INTERIOR** A clear Acrylic/Polycarbonate door shall be provided in the patient area wall for access to the oxygen cylinder valve. The door shall be hinged so that it swings into the oxygen cylinder storage compartment. The opening shall be trimmed with anodized aluminum edging.	($192.49)	**$0.00**
1	*M05*	**OXYGEN OUTLET, ADDITIONAL**	$356.41	**$356.41**
0	*M06*	**OXYGEN OUTLET, ADDITIONAL, RECESSED IN WALL OF PATIENT AREA**	$356.41	**$0.00**
0	*M07*	**"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH WITH ACCESS DOOR** Provision for 4 "D" bottles shall be provided at the step well end of the squad bench. The cabinet door shall be hinged and include a Tri Mark handle. It shall be constructed of aluminum in the exact same manner as an exterior compartment door including a Nader pin in order to properly secure the "D" bottles *(Brackets are not included in price and must be chosen below)*	$1,470.19	**$0.00**
0	*M08*	**"D" or "E" CYLINDER STORAGE UNDER SQUAD BENCH OPEN WITHOUT ACCESS DOOR and WITH HOPS BOLSTER** *(Brackets are not included in price and must be chosen below)*	$890.26	**$0.00**
0	*M09*	**D' BOTTLE BRACKET** Provide and install a FW 521 O2 bottle bracket and specify choice of location	$381.97	**$0.00**
0	*M10*	**OXYGEN FLOWMETER**	$333.85	**$0.00**
0	*M11*	**DELETE STANDARD OXYGEN FLOWMETER**	($333.85)	**$0.00**
0	*M12*	**RECESS SUCTION IN CABINET WALL**	$922.30	**$0.00**
0	*M13*	**DELETE ONBOARD SSCOR SUCTION UNIT**	($699.28)	**$0.00**
0	*M14*	**INSTALL CUSTOMER PROVIDED SUCTION UNIT AND WIRE FOR OPERATION**	$257.62	**$0.00**
0	*M15*	**INSTALL HORTON PROVIDED SSCOR VX2 PORTABLE SUCTION UNIT AND WIRE FOR OPERATION**	$1,975.12	**$0.00**
0	*M16*	**INSTALL 2nd BRACKET FOR PRIMARY OXYGEN SYSTEM**	$464.68	**$0.00**
0	*M17*	**INSTALL DUAL O2 BOTTLE SYSTEM AND 1-REGULATOR WITH CHECK VALVES**	$783.49	**$0.00**
0	*M18*	**INSTALL 8 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT**	$1,374.00	**$0.00**
0	*M19*	**INSTALL4 CYLINDER 'D' O2 BOTTLE BRACKET TRAY IN EXTERIOR COMPARTMENT**	$858.74	**$0.00**
0	*M20*	**PROVIDE 'M' or 'H' SIZED O2 CYLINDER**	$686.99	**$0.00**
		LETTERING OPTIONS (N)		
0	*N01*	***ADD*** **A 4-6" SHADED SCOTCHLITE LETTER**	$21.05	**$0.00**
0	*N02*	***ADD*** **A 4-6" SHADED VINYL LETTER**	$18.05	**$0.00**
0	*N03*	***ADD*** **A 4-6" SHADED SIMULATED GOLD LEAF LETTER - AVERY ENGINE TURN GOLD**	$22.56	**$0.00**

Quantity	Option code	Description	Price	Extended
		LETTERING OPTIONS (N) (Cont.)		
0	N04	**FEDERAL LETTERING PACKAGE** Install Federal lettering package consisting of (2) 4" Stars of Life, (2) 12" Stars of Life, (2) 18" Stars of Life, (1) 36" Star of Life, 4" mirror image "AMBULANCE," 6" "AMBULANCE."	$939.89	$0.00
0	N05	**4" STAR OF LIFE**	$30.00	$0.00
0	N06	**12" STAR OF LIFE**	$134.00	$0.00
0	N07	**18" STAR OF LIFE**	$148.00	$0.00
0	N08	**36" STAR OF LIFE**	$104.00	$0.00
0	N09	**8" STAR OF LIFE**	$377.00	$0.00
		CHASSIS OPTIONS (P)		
0	P01	Upgrade **International** *chassis* engine / transmission to 300**HP, with** Allison EVS 2000 Transmission	$1,638.58	$0.00
0	P02	Upgrade **International** *chassis* engine / transmission to 260**HP, with** Allison EVS 3000 Transmission	$12,016.29	$0.00
0	P03	Upgrade **International** *chassis* engine / transmission to 340**HP, with** Allison EVS 3000 Transmission	$14,045.03	$0.00
0	P04	Upgrade **International** *chassis* engine / transmission to 360**HP, with** Allison EVS 3000 Transmission	$14,825.30	$0.00
0	P05	Upgrade **International chassis** to *extended cab*, with 9,000 lb. front axle or 10,000 lb. steer, H40 hydraulic brakes and 22.5" tires and aluminum wheels	$5,618.01	$0.00
0	P06	Upgrade **International chassis** to *4 door crew cab,* with 2 *air* suspension seats in rear	$8,114.90	$0.00
0	P07	Upgrade **International chassis** with SCBA passenger side seat with 'Secur-All' brackets	$2,184.79	$0.00
0	P08	Upgrade **International chassis** with *16 point Vogel Lube System*	$5,149.84	$0.00
0	P09	Upgrade **International chassis** with *Ping tanks on air system*	$702.26	$0.00
0	P10	Upgrade **International chassis** with *electronic exhaust brake*	$312.12	$0.00
0	P11	Upgrade **International chassis** with *fog lights*	$351.13	$0.00
0	P12	Upgrade **International chassis** with *fleet key feature*	$77.27	$0.00
0	P13	Upgrade **Freightliner chassis** to **270 HP** Cummins 'ISC' model engine and Allison EVS-3000 transmission	$15,605.58	$0.00
0	P14	Upgrade **Freightliner M2 chassis** to *extended cab with 240 ISB engine and 2200 EVS transmission*	$6,398.28	$0.00
0	P15	Upgrade **Ford F-Series** or **Dodge 4500** Series wheels to Aluminum Alloy Wheels	$1,889.26	$0.00
0	P16	Upgrade **Ford F-Series** to include Power Drivers Seat and Driver Side Keypad for Locks	$1,325.64	$0.00
0	P17	Delete *Liquid Spring* from **Ford F or Dodge 4500/5500** Series chassis on select models	($14,661.57)	$0.00
0	P18	Add *Liquid Spring* suspension on select models (Not including Medium Duty chassis)	$15,101.42	$0.00

Quantity	Option code	Description	Price	Extended
		CHASSIS OPTIONS (P) (Cont.)		
0	***P19***	Add *Liquid Spring* suspension on International chassis and delete standard air ride system	$14,226.19	**$0.00**
0	***P20***	Upgrade ***Ford F-450/F-550*** to Four Wheel Drive (4X4)	$4,219.47	**$0.00**
0	***P21***	Upgrade **Dodge 4500/5500** to Four Wheel Drive (4X4)	$3,333.24	**$0.00**
0	***P22***	Upgrade ***Ford F-450 to F-550 cab chassis***	$1,328.62	**$0.00**
0	***P23***	Upgrade ***Dodge 4500HD to 5500HD cab chassis***	$1,578.29	**$0.00**
0	***P24***	Add ROADMASTER *rear sway bar* to any **Medium** chassis ***(POSSIBLY NOT AVAILABLE WITH AIR BRAKES)*** or ***Dodge 4500*** chassis or ***Ford F*** Series chassis (if available on selected chassis)	$1,024.11	**$0.00**
0	***P25***	Add *ROADMASTER front sway bar* to ***International 4300 LP*** or medium duty chassis or ***Dodge 4500*** chassis or ***Ford F*** Series chassis (if available on selected chassis)	$1,163.96	**$0.00**
0	***P26***	Move batteries in separate compartment in curbs side forward portion of body (mount on sliding tray)	$1,174.49	**$0.00**
0	***P27***	Install lockable fill cover on 'urea' fill when available	$158.01	**$0.00**
0	***P100***	Chassis rebate/discount or customer provided chassis, if applicable		**$0.00**
0	***P102***	Discount for in-stock prior model year chassis		**$0.00**
0	***P103***	Chassis cost difference 2025 to 2026 model year		**$0.00**
0	***P200***	Allowance for ***Trade-In Vehicle*** (Vehicle to be mechanically sound, operational and undamaged, unless otherwise noted below)		**$0.00**

Manufacturer: _____ ***Year:*** _____
Model: _____ ***Mileage:*** _____
Miscellaneous Condition Note : _____

TOTAL AMBULANCE OPTIONS SELECTED : ***$54,294.44***

Horton Emergency Vehicles
3800 McDowell Road
Grove City, Ohio 43213
Phone: 1-614-539-8181
FAX: 1-614-539-8180
Email: info@hortonambulance.com



SCHEDULE B: UNLISTED OPTIONS

(Applicable Options not listed on the Horton, State of Ohio Term Schedule)

CUSTOMER: _____

Unlisted option	Description	Price
1	CHASSIS TO BE 2026 INTERNATIONAL MV LIQUID SPRING SUSPENSION	$5,000.00
2	POWER LOAD FLOOR RAIL AND INSTALL	$2,200.00
3	UV LUMALIER LIGHT	$3,750.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
11		$0.00
12		$0.00
13		$0.00
14		$0.00
15		$0.00
16		$0.00
17		$0.00
18		$0.00
19		$0.00
20		$0.00
21		$0.00
22		$0.00
23		$0.00
24		$0.00
25		$0.00
26		$0.00
27		$0.00
28		$0.00
29		$0.00
30		$0.00
31		$0.00
32		$0.00
33		$0.00
34		$0.00
35		$0.00
36		$0.00
37		$0.00
38		$0.00
39		$0.00
40		$0.00
41		$0.00
42		$0.00
43		$0.00
44		$0.00
45		$0.00
46		$0.00
47		$0.00
48		$0.00
49		$0.00
50		$0.00
	UNLISTED OPTIONS TOTAL :	***$10,950.00***

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO CONTRACT FOR THE PURCHASE OF AN EMERGENCY MEDICAL AMBULANCE WITH ATLANTIC EMERGENCY SOLUTIONS UTILIZING THE STATE OF OHIO PROCUREMENT SCHEDULE AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, the maintenance, repair and general upkeep of the Fire Division's ambulance fleet is necessary for the immediate preservation of the public peace, health, safety and welfare; and

WHEREAS, Horton Emergency Vehicles has met all of the State Of Ohio procurement requirements as a registered vendor; and

WHEREAS, as a recognized vendor with the State Of Ohio, a bidding process has already been conducted and is therefore not required by the City of Huber Heights.

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

Section 1. The City Manager is hereby authorized to contract with Horton Emergency Vehicles through Atlantic Emergency Solutions for the purchase of an emergency ambulance for the Huber Heights Fire Division at a cost not to exceed $385,000.00.

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 determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public 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-10881 **Topics Of Discussion** **E.**

Council Work Session

Meeting Date: 06/03/2025

Shore Drive Stormwater Pump Station Replacement - Award Contract

Submitted By: Linda Garrett

Department:	Assistant City Manager - Public Services	**Division:**	Public Works
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Shore Drive Stormwater Pump Station Replacement - Award Contract

Purpose and Background

This legislation is to award a contract for the replacement of the Shore Drive Stormwater Pump Station.

Fiscal Impact

Source of Funds:	Stormwater Fund
Cost:	$130,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	No
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT FOR SERVICES FOR THE REPAIR AND REPLACEMENT OF THE SOUTH SHORE DRIVE STORMWATER PUMP STATION'S PUMPS AND CONTROL PANEL.

WHEREAS, the City of Huber Heights is responsible for the maintenance and operational efficiency and safety of the City's stormwater systems; and

WHEREAS, the City of Huber Heights desires to contract with one company which can provide the requisite services for the repair and replacement of the South Shore Drive Stormwater Pump Station; and

WHEREAS, the cost for such services is estimated not to exceed $130,000.00.

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

Section 1. The City Manager is hereby authorized to award a contract for services related to the repair and replacement of the South Shore Drive Stormwater Pump Station to Ohio Transmission DBA Buckeye Pumps, 1311 Freese Works Place, Galion, Ohio 44833-9368 in an amount not to exceed $130,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-10892 **Topics Of Discussion** **F.**

Council Work Session

Meeting Date: 06/03/2025

Brandt Pike Sanitary Lift Station - Award Contract

Submitted By: Hanane Eisentraut

Department:	Assistant City Manager - Public Services	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Brandt Pike Sanitary Lift Station - Award Contract

Purpose and Background

Three proposals were received for the design of a new Brandt Pike sanitary lift station from LJB, Inc. at a cost of $217,000, from Strand Associates at a cost of $228,300, and from Burgess & Niple at a cost of $232,500.

Engineering Staff are proposing to build a new sanitary lift station to replace the existing Brandt Pike lift station and the existing Walmart lift station. The new lift station will be located on the City's available property adjacent to the Walmart lift station and will tie-in to the existing 10-inch force main near the Brandt Pike lift station. Both of the existing lift stations will remain in service while the new lift station, force main, and gravity sewer are being constructed.

The design of the new lift station will consist of data collection, survey, soil boring, construction plans, specifications, and permitting. The new lift station will include an onsite generator, submersible pumps, wet well, valve vault, back-up pump, weatherproof control panel, SCADA controls system, electrical, and a new force main to connect to the existing 10-inch force main.

The Sewer Fund will be utilized for the costs to design and construct this project.

Fiscal Impact

Source of Funds:	Sewer Fund
Cost:	$250,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Fee Proposal
Map
Resolution

CITY OF HUBER HEIGHTS

BRANDT PIKE SANITARY LIFT STATION

FEE PROPOSAL

FIRM'S NAME	BID AMOUNT
Ulliman Schutte	No Bid
	Bid Bond - Yes
LJB	$217,000.00
STRAND ASSOCIATES	$228,300.00
BURGESS & NIPLE	$232,500.00



Scale: 1 in equals 200 ft

City of Huber Heights, OH

Date: 5/22/2025

N

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE DESIGN OF THE BRANDT PIKE SANITARY LIFT STATION PROJECT.

WHEREAS, the Brandt Pike sanitary lift station is in need of improvement; and

WHEREAS, it is necessary to obtain outside engineering services to design the Brandt Pike Sanitary Lift Station Project; and

WHEREAS, it is necessary to complete engineering plans and specifications for the design of the Brandt Pike Sanitary Lift Station Project; and

WHEREAS, LJB, Inc. has been determined to be the most qualified firm for the design of this project; and

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

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

Section 1. The City Manager is hereby authorized to enter into a contract with LJB, Inc. for engineering plans and specifications for the design of the Brandt Pike Sanitary Lift Station Project at a cost not to exceed $250,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-10900		**Topics Of Discussion**	**G.**
Council Work Session			
Meeting Date:	06/03/2025		
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:	06/03/2025		
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Supplemental Appropriations

Purpose and Background

The supplemental appropriations are for the following purposes:

- $1,190,000 to fund the budget stabilization reserve in the General Fund.
- $36,600 for increases in health insurance expenses as some employees opted for different coverage than was budgeted in multiple funds.
- 404,293 for energy and chemical cost true-up for Veolia Water excess expenses above their contract amount for 2021-2024.
- $130,000 for emergency repairs to the South Shore Drive storm water pump station.
- $35,000 for concrete work at the new yard waste site.
- $34,900 return of deposit for fire damage to resident's house (insurance check previously received).

Fiscal Impact

Source of Funds:	Various Funds
Cost:	$1,795,893
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes

Financial Implications:

Total increase for all funds is $605,893. There is an additional $1,190,000 to set aside for the budget stabilization reserve in the General Fund.

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:

Section 1. Ordinance No. 2024-O-2676 is hereby amended as shown in Exhibit A of this Ordinance.

Section 2. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public 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-2625 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 added to reflect an increase in the appropriations of the 101 General Fund, as follows:

   a. Subsection d) Planning & Development, Personnel of $7,000.00

   b. Subsection g) Central Services, Operations and Capital of $1,190,000.00

   c. Subsection j) Management, Personnel of $3,900.00

2) Section 5 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 209 Police Fund, as follows:

   a. Subsection b) Management, Personnel of $1,300.00

3) Section 6 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 210 Fire Fund, as follows:

   a. Subsection b) Management, Personnel of $1,300.00

4) Section 12 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 218 Parks & Recreation Fund, as follows:

   a. Subsection e) Management, Personnel of $2,400.00

5) Section 14 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 226 Local Street Operating Fund, as follows:

   a. Subsection d) Management, Personnel of $6,000.00

6) Section 44 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 501 Water Fund, as follows:

   a. Subsection a) Engineering, Operations and Capital of $404,293.00

   b. Subsection c) Management, Personnel of $5,500.00

7) Section 49 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 551 Sewer Fund, as follows:

   a. Subsection b) Management, Personnel of $5,500.00

8) Section 51 of Ordinance No. 2024-O-2676 is hereby added to reflect an increase in the appropriations of the 571 Storm Water Management Fund, as follows:

   a. Subsection b) Streets, Operations and Capital of $165,000.00

   b. Subsection c) Management, Personnel of $3,700.00

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

   a. Subsection a) Capital, Operations and Capital of $34,900.00

General Fund	$1,200,900.00
Police Fund	$1,300.00
Fire Fund	$1,300.00
Parks & Recreation Fund	$2,400.00
Local Street Operating Fund	$6,000.00
Water Fund	$409,793.00
Sewer Fund	$5,500.00
Storm Water Management Fund	$168,700.00
Fire Insurance Fund	$34,900.00

AI-10899 **Topics Of Discussion** **H.**

Council Work Session

Meeting Date: 06/03/2025

2026-2030 Capital Improvement Plan (CIP)

Submitted By: Jim Bell

Department:	Assistant City Manager - Finance/ED	**Division:**	Finance/Tax
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

2026-2030 Capital Improvement Plan (CIP)

Purpose and Background

The Capital Improvement Plan (CIP) process exists to provide a standard procedure to identify, evaluate and prioritize the current and future capital needs of the City. The CIP process helps provide a standard process and method of proposing the planning and financing of capital improvements, and makes capital expenditures more responsible to community needs by informing and involving the public.

The CIP is a five-year outlook for anticipated capital projects and is reviewed and updated annually by the City. These projects are primarily related to improvements in transportation, parks, utilities, major equipment and facilities.

In developing the Five-Year CIP, several elements are taken into consideration: City Council goals, grant funding opportunities, economic development opportunities, technology improvements, maintenance and improvements to utilities and infrastructure, and maintenance/rehabilitation of existing City facilities and equipment.

As the CIP process develops, the intention is to prioritize projects according to criteria established in the City's goals. The CIP process should also create a more justified and understandable decision-making process, thus linking capital investments and the City's long-term vision and goals.

The proposed 2026-2030 CIP process is developed in support of the 2026 City Budget with emphasis placed on the City's fiscal health, safety of the public and employees, and advancing the economic growth and stability of the community. The overall goals of the CIP include:

* Provide a list and outline of the major capital improvement projects the City is considering
* Outline a process for establishing priorities and implementation of CIP projects
* Provide a five-year spending plan to outline funding of the CIP projects

Through the creation and administration of the Five-Year CIP, it brings out discussions on the state of the City's infrastructure and finances. Final approval of the plan establishes understanding and consensus within the City's leadership on priorities to be pursued in the coming years related to capital programs.

The Five-Year CIP is not a budget, and approval of the plan does not commit funding for any specific capital project or purchase. This plan provides an outline of the City's overall capital investment needs and provides a set of recommendations to aid in annual decision-making on capital purchase projects. The Five-Year CIP provides a linking tool between vision, goals and implementation for City Council and the administration. The CIP process and approving the plan affords an opportunity for accountability and transparency for the entire community.

Fiscal Impact

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

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

APPROVING THE CITY OF HUBER HEIGHTS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR 2026-2030.

WHEREAS, the City Charter requires the adoption of a Capital Improvement Plan or revisions thereto; and

WHEREAS, the 2026-2030 Five-Year Capital Improvement Plan has been prepared and submitted to City Council for review and consideration.

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

Section 1. The 2026-2030 Five-Year Capital Improvement Plan attached hereto as Exhibit A is hereby approved.

Section 2. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public 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

HUBER HEIGHTS
Come Grow With Us!

The Capital Improvement Plan (CIP) process exists to provide a standard procedure to identify, evaluate and prioritize the current and future capital needs of the City. The CIP process helps provide a standard process and method of proposing the planning and financing of capital improvements, and makes capital expenditures more responsible to community needs by informing and involving the public.

The CIP is a five-year outlook for anticipated capital projects and is reviewed and updated annually by the City. These projects are primarily related to improvements in transportation, parks, utilities, major equipment and facilities.

In developing the Five-Year CIP, several elements are taken into consideration: City Council goals, grant funding opportunities, economic development opportunities, technology improvements, maintenance and improvements to utilities and infrastructure, and maintenance/rehabilitation of existing City facilities and equipment.

As the CIP process develops, the intention is to prioritize projects according to criteria established in the City's goals. The CIP process should also create a more justified and understandable decision-making process, thus linking capital investments and the City's long-term vision and goals.

The 2026-2030 proposed CIP process is developed in support of the City's 2026 Budget with emphasis placed on the City's fiscal health, safety of the public and employees, and advancing the economic growth and stability of the community. The overall goals of the CIP includes:

* Provide a list and outline of the major capital improvement projects the City is considering
* Outline a process for establishing priorities and implementation of CIP projects
* Provide a five-year spending plan to outline funding of the CIP projects

Through the creation and administration of the 5-Year CIP, it brings out discussions on the state of the City's infrastructure and finances. Final approval of the plan establishes understanding and consensus within the City's leadership on priorities to be pursued in the coming years related to capital programs.

The 5-Year CIP is not a budget, and approval of the plan does not commit funding for any specific capital project or purchase. This plan provides an outline of the City's overall capital investment needs and provides a set of recommendations to aid in annual decision making on capital purchase projects. The 5-Year CIP provides as a linking tool between vision, goals and implementation for City Council and the administration. The CIP process and approving the plan affords an opportunity for accountability and transparency for the entire community.

Department	2026	2027	2028	2029	2030	5 Yr. Total
Planning and Zoning	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	**80,000.00**
Finance/Administration	3,655,605.50	108,946.75	112,455.25	116,139.25	86,129.50	**4,079,276.25**
Information Technology	700,700.00	469,700.00	579,700.00	404,700.00	823,700.00	**2,978,500.00**
Human Resources	95,250.00	97,567.50	99,954.53	102,413.16	104,945.56	**500,130.74**
Police Division	865,800.00	865,800.00	869,300.00	865,800.00	823,800.00	**4,290,500.00**
Fire Division	3,071,772.00	3,071,772.00	884,772.00	1,753,822.00	640,477.00	**6,648,640.50**
Parks and Recreation	1,785,000.00	1,615,000.00	1,540,000.00	1,410,000.00	1,260,000.00	**7,610,000.00**
Parks and Recreation (2)	173,500.00	157,500.00	57,500.00	57,500.00	7,500.00	**453,500.00**
Public Works	1,487,700.00	1,222,600.00	158,300.00	158,300.00	158,300.00	**3,185,200.00**
Engineering - Streets/Traffic	10,970,000.00	6,110,000.00	8,240,000.00	3,330,000.00	8,970,000.00	**37,620,000.00**
Engineering - Water	11,680,720.25	15,069,425.73	14,681,973.94	13,732,747.74	13,710,921.90	**68,875,789.55**
Engineering - Sewer	6,500,767.25	6,992,262.38	5,552,496.94	6,191,286.15	6,914,221.71	**32,151,034.42**
Engineering / Public Works - Stormwater	589,537.00	570,490.70	582,539.77	345,793.75	360,373.12	**2,448,734.34**
Engineering - GIS	50,000.00	50,000.00	50,000.00	50,000.00	-	**200,000.00**
Totals	**41,642,352.00**	**36,417,065.05**	**33,424,992.42**	**28,534,502.04**	**33,876,368.79**	**171,121,305.81**

Project	2026	2027	2028	2029	2030	5 Yr. Total
Comprehensive Plan Update						-
Online Review Software						-
Zoning Vehicles lease (3)	16,000.00	16,000.00	16,000.00	16,000.00	16,000.00	**80,000.00**
						-
TOTALS:	**16,000.00**	**16,000.00**	**16,000.00**	**16,000.00**	**16,000.00**	**80,000.00**

Funded By:

General Fund - 101

Project	2026	2027	2028	2029	2030	5 Yr. Total
Furniture						-
Laser Printer						-
Accounting/Payroll Software	100,705.50	104,046.75	107,555.25	111,239.25	81,229.50	**504,776.25**
Tax Vehicle lease	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	**24,500.00**
Tax Software	50,000.00					**50,000.00**
Governance Center (encumbered in 2024)						-
City Hall Renovations	3,500,000.00					**3,500,000.00**
TOTALS:	**3,655,605.50**	**108,946.75**	**112,455.25**	**116,139.25**	**86,129.50**	**4,079,276.25**

Funded By:

General Fund - 101

Project	2026	2027	2028	2029	2030	5 Yr. Total
Cyber Security/Network Support & Monitoring	375,000.00	375,000.00	385,000.00	385,000.00	385,000.00	**1,905,000.00**
Replace and upgrade all WiFi AP's to latest standard			10,000.00			**10,000.00**
Replace Aquatic Center POS PC's	12,000.00		-	-	12,000.00	**24,000.00**
Replace Aquatic Center Entrance PCs with Tablets	7,000.00				7,000.00	**14,000.00**
City Vehicle lease	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	**23,500.00**
Replace Mobile Laptops Fire Vehicles	25,000.00				25,000.00	**50,000.00**
Replace Panasonic Toughbooks in Police Cruisers					160,000.00	**160,000.00**
Replace Dell VMWare Server		-			85,000.00	**85,000.00**
Replace Phone System	-				110,000.00	**110,000.00**
Replace Laptops Council Chambers	12,000.00					**12,000.00**
Replace Power 911 System		75,000.00				**75,000.00**
Replace Backup Appliance			15,000.00			**15,000.00**
Replace Computers city wide 5 years old	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	**75,000.00**
Install Fiber Optic Cable Aquatic Center			25,000.00			**25,000.00**
Install Fiber Optic Cable Rose Music Center			25,000.00			**25,000.00**
City Hall building UPS and Generator	150,000.00					**150,000.00**
Replace Security Camera Systems each building	80,000.00					**80,000.00**
Add traffic/intersection cameras						**-**
Replace all network switches city wide			100,000.00			**100,000.00**
Replace Watch Dawg DVR	20,000.00				20,000.00	**40,000.00**
						-
TOTALS:	**700,700.00**	**469,700.00**	**579,700.00**	**404,700.00**	**823,700.00**	**2,978,500.00**

Funded By:
General Fund - 101

Project	2026	2027	2028	2029	2030	5 Yr. Total
Timekeeping Software - annual maintenance	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	**90,000.00**
HRIS Software - annual maintenance	77,250.00	79,567.50	81,954.53	84,413.16	86,945.56	**410,130.74**
						-
TOTALS:	**95,250.00**	**97,567.50**	**99,954.53**	**102,413.16**	**104,945.56**	**500,130.74**

Funded By:

General Fund - 101

Project	2026	2027	2028	2029	2030	5 Yr. Total
Patrol Vehicles lease	468,000.00	468,000.00	468,000.00	468,000.00	468,000.00	**2,340,000.00**
Detective Vehicles lease	43,000.00	43,000.00	43,000.00	43,000.00	43,000.00	**215,000.00**
Command Staff Vehicles lease	36,000.00	36,000.00	36,000.00	36,000.00	36,000.00	**180,000.00**
K9 Vehicle lease (2)	55,200.00	55,200.00	55,200.00	55,200.00	55,200.00	**276,000.00**
Other unmarked vehicles lease (7)	58,800.00	58,800.00	58,800.00	58,800.00	58,800.00	**294,000.00**
Replacement/Upgrade of Handguns	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	**17,500.00**
Speed Measuring Device Replacement/Upgrade	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	**30,000.00**
Ballistic Vests	13,000.00	13,000.00	13,000.00	13,000.00	13,000.00	**65,000.00**
Parking Lot Paving	-	-	-	-	-	**-**
Less-Lethal Shotguns	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	**6,500.00**
Citizen on Patrol Vehicles lease (2)	26,400.00	26,400.00	26,400.00	26,400.00	26,400.00	**132,000.00**
Public Affairs SUV lease	27,600.00	27,600.00	27,600.00	27,600.00	27,600.00	**138,000.00**
Furniture and Fixtures		-	-	-	-	**-**
Flock Camera (10) Lease	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	**150,000.00**
Portable Speed Displays	-	-	3,500.00	-	-	**3,500.00**
Tasers Lease	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	**275,000.00**
In-Car Camera Lease	42,000.00	42,000.00	42,000.00	42,000.00	-	**168,000.00**
TOTALS:	**865,800.00**	**865,800.00**	**869,300.00**	**865,800.00**	**823,800.00**	**4,290,500.00**

Funded By:

General Fund - 101

Police Fund - 209

Drug Enforcement Fund - 211

Law Enforcement Fund - 212

Law Enforcement Assistance - 242

Federal Equity Sharing - 434

Project	2026	2027	2028	2029	2030	5 Yr. Total
Rotational Replacement of PPE sets (12)	55,000.00	60,500.00	66,550.00	73,205.00	80,525.50	**335,780.50**
Station 22 /25 upgrades, repairs + Replace TOG washers	60,000.00	50,000.00		-	-	**110,000.00**
Cardiac Monitoring Equipment Lease	122,272.00	122,272.00	122,272.00	122,272.00	122,272.00	**611,360.00**
Fire Engine Replacement (3 yr build time)	881,000.00	-		-	-	**881,000.00**
Medic Replacement (3 yr build time)		450,000.00		-	-	**450,000.00**
Staff Vehicle Replacements	95,000.00	95,000.00	95,000.00	95,000.00	95,000.00	**475,000.00**
Lucas CPR Replacement	17,500.00			-	-	**17,500.00**
Station 24 (New engine and medic - 3 yr build time)	-	-	1,470,000.00	-	-	**1,470,000.00**
Vehicle/Building Stabilization Paratech Struts/Airbags	41,000.00	-	-	-	-	**41,000.00**
Power Cot Load System Replacement	-	68,000.00	-	350,000.00	-	**418,000.00**
Construction of Public Safety Training Center (Phase 1)	1,800,000.00					**1,800,000.00**
Boat and Motor Replacement	-	39,000.00	-	-	-	**39,000.00**
TOTALS:	**3,071,772.00**	**884,772.00**	**1,753,822.00**	**640,477.00**	**297,797.50**	**6,648,640.50**

Funded By:

General Fund - 101

Fire Fund - 210

Fire Capital - 431

Project	2026	2027	2028	2029	2030	5 Yr. Total
Forestry Maintenance	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	**50,000.00**
Cloud Park Tennis Court Resurfacing	175,000.00	175,000.00	175,000.00			**525,000.00**
Community Park Paving (Parking Lot and Walking Path)	300,000.00					**300,000.00**
Rule/Directional Signs at all parks	100,000.00					**100,000.00**
Community Park Restrooms & Shade	300,000.00					**300,000.00**
Community Park Cameras	35,000.00	-	-	-	-	**35,000.00**
Bench & Bike Rack Additions	30,000.00	-				**30,000.00**
RecPlex at The Heights sports courts	500,000.00					**500,000.00**
Community Center Small Play Lot	250,000.00					**250,000.00**
Senior Center Water Fountains	5,000.00					**5,000.00**
Senior Center Signage	15,000.00					**15,000.00**
Senior Center Shed	5,000.00					**5,000.00**
Dial Park Master Planning	10,000.00					**10,000.00**
Cloud Park - 9 acres purchase (grant dependent)	50,000.00					**50,000.00**
Cloud Park - 9 acres - pave and entry		100,000.00				**100,000.00**
Canal Heights - Phase 1	-	500,000.00		-	-	**500,000.00**
Cottonwood Park Basketball Upgrades	-	100,000.00		-	-	**100,000.00**
Cottonwood Park Fence Upgrades	-	30,000.00		-	-	**30,000.00**
Pave Walking Paths - Year 1		100,000.00				**100,000.00**
Gary Sherman Park Playground & Safety Town		600,000.00				**600,000.00**
Canal Heights - Phase 2			500,000.00			**500,000.00**
Canal Lock Park Historical Lighting/Aesthetic Work			200,000.00			**200,000.00**
Twin Creeks Park Playground Replacement			350,000.00			**350,000.00**
Cloud Park Basketball Resurfacing			175,000.00			**175,000.00**
Cloud Park - 9 acres - Habitat Restoration & Interpretive Signage			30,000.00			**30,000.00**
Pave Walking Paths - Year 2			100,000.00			**100,000.00**
Canal Heights - Phase 3				500,000.00		**500,000.00**
Miami Villa Half Basketball Court Enlargement	-	-	-	200,000.00	-	**200,000.00**
Miami Villa Playground Replacement	-	-	-	350,000.00	-	**350,000.00**
Cloud Park Bathroom Refresh	-	-	-	250,000.00	-	**250,000.00**
Future Amenity Addition Upkeep				100,000.00	100,000.00	**200,000.00**
Miami Villa Cemetery Remediation					50,000.00	**50,000.00**
Miami Villa Fire House Renovation					250,000.00	**250,000.00**
Cloud Park Blue Playground Replacement	-	-	-		350,000.00	**350,000.00**
Canal Heights - Phase 4	-	-	-	-	500,000.00	**500,000.00**
TOTALS:	**1,785,000.00**	**1,615,000.00**	**1,540,000.00**	**1,410,000.00**	**1,260,000.00**	**7,610,000.00**

Funded By:

General Fund - 101
Lighting District Fund - 207
Parks and Recreation Fund - 218

Project	2026	2027	2028	2029	2030	5 Yr. Total
Kroger Aquatic Center	-	-	-	-	-	**-**
KAC Deck Umbrellas	25,000.00	-	-	-	-	**25,000.00**
KAC Loungers & Chairs		15,000.00				**15,000.00**
KAC Inner Tubes	-	15,000.00	-	-	-	**15,000.00**
KAC Lap Pool, Splash Pad, Baby Pool Painting	-	-	50,000.00	-	-	**50,000.00**
KAC Sunshade						**-**
KAC Pool Pumps	25,000.00	-	-	-	-	**25,000.00**
KAC Slide Tower Canvas	15,000.00					**15,000.00**
KAC Chemical Feeders	5,000.00	-	-	-	-	**5,000.00**
KAC Lazy River Painting	50,000.00	-	-	50,000.00	-	**100,000.00**
KAC Lifeguard Chairs	10,000.00	-	-	-	-	**10,000.00**
KAC Activity Pool & Structure Painting	-	50,000.00	-	-	-	**50,000.00**
KAC Slide Resurfacing	-	50,000.00	-	-	-	**50,000.00**
Rose Music Center						
RMC Brick Columns	20,000.00	20,000.00	-	-	-	**40,000.00**
RMC Exterior Building Painting	10,000.00	-	-	-	-	**10,000.00**
RMC Concession Equipment	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	**37,500.00**
RMC Bird Remediation	6,000.00	-	-	-	-	**6,000.00**
TOTALS:	**173,500.00**	**157,500.00**	**57,500.00**	**57,500.00**	**7,500.00**	**453,500.00**

Funded By:

General Fund - 101

Parks and Recreation Fund - 218

Project	2026	2027	2028	2029	2030	5 Yr. Total	
compact size pick-up truck lease	5,100.00	5,500.00	5,500.00	5,500.00	5,500.00	**27,100.00**	2022 lease - Replace 402 S-10
compact size pick-up truck lease	5,100.00	5,100.00	5,100.00	5,100.00	5,100.00	**25,500.00**	2022 lease - Replace 414 Colorado
1/2-ton pick-up (f-150 Rose) lease	9,200.00	9,200.00	9,500.00	9,500.00	9,500.00	**46,900.00**	2022 lease - Replace Rose
1 and 1/2-ton Crew Cab liftgate (F-350) lease	9,100.00	9,100.00	10,000.00	10,000.00	10,000.00	**48,200.00**	2022 lease - Replace 404
1-ton pick-up dump bed insert (F-250) lease	6,500.00	6,500.00	10,000.00	10,000.00	10,000.00	**43,000.00**	2022 lease - Replace 405
1-ton pick-up Service Body (F-250) lease	7,200.00	7,200.00	7,700.00	7,700.00	7,700.00	**37,500.00**	2022 lease - Replace 408
1-ton pick-up Reg (F-250) lease	6,600.00	6,600.00	7,100.00	7,100.00	7,100.00	**34,500.00**	2022 lease - Replace 419
1 and 1/2-ton Crew Cab liftgate (F-350) lease	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	**50,000.00**	2022 lease - Replace 416
2-ton dump body (F-450) lease	11,000.00	12,000.00	12,000.00	12,000.00	12,000.00	**59,000.00**	2022 lease - Replace 435
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	**55,000.00**	2022 lease - Replace 438
1/2-ton ext cab pick-up (F-150) lease	8,900.00	9,400.00	9,400.00	9,400.00	9,400.00	**46,500.00**	Replace 406
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	**55,000.00**	Replace 430
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	**55,000.00**	Replace 431
1 and 1/2-ton Crew Cab liftgate (F-350) lease	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	**45,500.00**	Replace 417
2 ton dump body (F-450) lease	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	**60,000.00**	Replace 433
1/2-ton ext cab pick-up (F-150) lease	8,900.00	8,900.00	8,900.00	8,900.00	8,900.00	**44,500.00**	Replace 400
Mid-size SUV	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	**45,000.00**	
Asphalt Paver	200,000.00					**200,000.00**	
Demo/Refurbish Old PWF site	300,000.00					**300,000.00**	
Replace snow plow chassis and upfit	200,000.00	700,000.00				**900,000.00**	
Asphalt pavement roller	70,000.00					**70,000.00**	
New Bucket Truck	300,000.00					**300,000.00**	
Mower Trailer	17,000.00					**17,000.00**	
Brine Making System	200,000.00					**200,000.00**	
Power Utility Loader Buggy	20,000.00					**20,000.00**	
New Trimmer Head Attachment for Mini Ex	30,000.00				-	**30,000.00**	Replace 424&420 in 2023, Upfit 421 in 2024, 422 in 2025, 426 in 2026, 428&429 in 2027
Asphalt Heater Mobile Trailer		70,000.00				**70,000.00**	
Replace/Add Front End Loader		300,000.00				**300,000.00**	
TOTALS:	**1,487,700.00**	**1,222,600.00**	**158,300.00**	**158,300.00**	**158,300.00**	**3,185,200.00**	

Funded By:

General Fund - 101
Motor Vehicle Fund - 202
Gasoline Tax Fund - 203
State Highway Fund - 214
Local Street Operating Fund - 226
Street Capital Improvement Fund - 433
Storm Water Management Fund - 571

Project	2026	2027	2028	2029	2030	5 Yr. Total
Street Improvement Program	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	**10,000,000.00**
Sidewalk Program	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	**750,000.00**
Pedestrian Enhancements	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	**250,000.00**
Miscellaneous Traffic Studies & Upgrades	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	**250,000.00**
Mast Arm Traffic Pole Installation - Design		40,000.00		40,000.00		**80,000.00**
Mast Arm Traffic Pole Installation - Construction	600,000.00		600,000.00		600,000.00	**1,800,000.00**
Old Troy Pike Traffic Monitoring	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	**200,000.00**
Brandt Pike Traffic Monitoring	80,000.00	80,000.00				**160,000.00**
Meadows Park Drive North Extension	500,000.00					**500,000.00**
Rosalie Road North Extension	500,000.00					**500,000.00**
Chambersburg Road West Widening - Construction	7,000,000.00	-	-	-	-	**7,000,000.00**
New Carlisle Pike to Chambersburg Roadway - Design and Construction	-	3,000,000.00				**3,000,000.00**
Decorative Street Lights on Executive Blvd		700,000.00				**700,000.00**
Taylorsville Rd Widening - Design & Construction			50,000.00	800,000.00		**850,000.00**
Chambersburg Road Improvement - Phase IV Construction			5,000,000.00			**5,000,000.00**
Chambersburg Road Improvement - Phase V Design, Acquisition and Construction	-		300,000.00	200,000.00	6,000,000.00	**6,500,000.00**
Roadway Pavement Rating Study					80,000.00	**80,000.00**
TOTALS:	**10,970,000.00**	**6,110,000.00**	**8,240,000.00**	**3,330,000.00**	**8,970,000.00**	**37,620,000.00**

Funded By:

Local Streets Capital Improvement Fund - 433
Capital Improvements Fund - 406
Issue 2 (MVPRC/STP Funds) - 421
State Highway Fund - 214
County Permissive Tax Fund - 216
City Permissive Tax Fund - 217
Lighting District Fund - 207

Project	2026	2027	2028	2029	2030	5 Yr. Total
Capital Projects budgeted through Veolia	1,200,000.00	1,200,000.00	1,200,000.00	1,200,000.00	1,200,000.00	**6,000,000.00**
Water Main Replacement Program	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	**15,000,000.00**
EPA Reports	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	**300,000.00**
Veolia Operation & Maintenance Contract	4,381,486.00	4,819,634.60	5,301,598.06	5,831,757.87	6,414,933.65	**26,749,410.18**
RMA Water Meter Replacement	2,500,000.00	2,750,000.00				**5,250,000.00**
Filter Media Replacement - Phase II	500,000.00					**500,000.00**
New Clear Water Well - Design & Construction		200,000.00	5,000,000.00			**5,200,000.00**
City of Dayton Water Main Connection - Construction		3,000,000.00				**3,000,000.00**
Water Main Extension on Taylorsville from WTP to Timberhill - Design and Construction			80,000.00	3,000,000.00		**3,080,000.00**
SR 40 Water Tower Painting				600,000.00		**600,000.00**
WTP - New Production Well					3,000,000.00	**3,000,000.00**
Booster Station Service Agreement	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	**100,000.00**
Utility Software	16,784.25	17,341.13	17,925.88	18,539.88	13,538.25	**84,129.38**
Inspection Vehicle (1/2 lease)	2,450.00	2,450.00	2,450.00	2,450.00	2,450.00	**12,250.00**
TOTALS:	**11,680,720.25**	**15,069,425.73**	**14,681,973.94**	**13,732,747.74**	**13,710,921.90**	**68,875,789.55**

Funded By:

Water Fund - 501

Water Utility Reserve Fund - 504

Project	2026	2027	2028	2029	2030	5 Yr. Total
Sanitary Sewer Capital Projects budgeted through Veolia	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	**750,000.00**
Cracked/Broken Pipe Replacement	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	**625,000.00**
Upgrade Existing Lift Stations & Pump Repair	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	**500,000.00**
Sanitary Sewer Lining	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	**2,000,000.00**
Replace Pump Station Call-Out Monitoring System	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	**75,000.00**
Veolia Operation & Maintenance Contract	985,834.00	1,084,417.40	1,192,859.14	1,312,145.05	1,443,359.56	**6,018,615.15**
TCA Maintenance Contract	2,615,699.00	3,008,053.85	3,459,261.93	3,978,151.22	4,574,873.90	**17,636,039.89**
Fairborn Wastewater Agreement	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	**450,000.00**
Brandt Pk Pump Station Replacement - Construction	2,000,000.00	-	-	-	-	**2,000,000.00**
Sanitary Sewer Ext on Chambersburg from S.R. 4 west	-	2,000,000.00	-	-	-	**2,000,000.00**
Inspection Vehicle (1/2 lease)	2,450.00	2,450.00	2,450.00	2,450.00	2,450.00	**12,250.00**
Utility Software	16,784.25	17,341.13	17,925.88	18,539.88	13,538.25	**84,129.38**
TOTALS:	**6,500,767.25**	**6,992,262.38**	**5,552,496.94**	**6,191,286.15**	**6,914,221.71**	**32,151,034.42**

Funded By:

Sewer Fund - 551

Sewer Acquisition/Capital Fund - 552

Project	2026	2027	2028	2029	2030	5 Yr. Total
Engineering						
Stormwater Management (Ditch cleaning, Storm Pipe/Culvert Repair, Lining or Replacement, Catch Basin Repair)	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	**1,000,000.00**
Veolia Operation & Maintenance Contract	109,537.00	120,490.70	132,539.77	145,793.75	160,373.12	**668,734.34**
Storm Pump Stations Mission Control	30,000.00					**30,000.00**
Chambersburg Road - West Widening (Storm portion)	250,000.00					**250,000.00**
New Carlisle Pike Roadway Extension (Storm portion)	-	250,000.00				**250,000.00**
Chambersburg Road - Phase IV Widening (Storm portion)	-		250,000.00			**250,000.00**
Public Works						
No items presently planned	-					**-**
						-
TOTALS:	**589,537.00**	**570,490.70**	**582,539.77**	**345,793.75**	**360,373.12**	**2,448,734.34**

Funded By:

Storm Water Management Fund - 571

Project	2026	2027	2028	2029	2030	5 Yr. Total
Storm Sewer Survey	50,000.00	50,000.00	50,000.00	50,000.00	-	**200,000.00**
						-
						-
TOTALS:	**50,000.00**	**50,000.00**	**50,000.00**	**50,000.00**	**-**	**200,000.00**

Funded By:

Water Fund - 501

Sewer Fund - 551

Storm Water Management - 571

General Fund - 101

AI-10903 **Topics Of Discussion** I.

Council Work Session

Meeting Date:	06/03/2025		
The Meadows TIF			
Submitted By:	Rachael Dillahunt		
Department:	City Manager	**Division:**	City Manager
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	SmartBoard	**Legal Review:**	Completed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

The Meadows TIF

Purpose and Background

The purpose of this legislation is to update the classification of The Meadows Tax Increment Financing (TIF) District, which was originally approved by the City Council on November 13, 2023. The TIF district encompasses four parcels: The Meadows strip mall, the U.S. Post Office, Dogtown, and an adjacent vacant lot.

As part of a comprehensive audit of all active economic incentive programs, the Economic Development Department is reviewing the structure and compliance status of each incentive. The objectives of the audit include:

- Reviewing all economic incentive agreements and legislation for consistency and legal accuracy.
- Verifying that all applicable documents are properly filed with Montgomery County/Miami County to ensure the accurate collection of TIF revenues.
- Confirming that all required filings, including the DTE-24 and other applicable forms, are appropriately submitted to the State Of Ohio.
- Identifying and resolving any discrepancies between enacted legislation and current administrative implementation.

During this audit, it was determined that The Meadows TIF District was approved as an Incentive TIF (Residential). This legislation seeks to update and correct that classification to better reflect the district's intended purpose and to align with the City's current redevelopment goals, while ensuring full compliance with state and local filing requirements.

Fiscal Impact

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

Attachments

Presentation

Ordinance/Exhibit A/Exhibit B

Exhibit B - Attachment A

Exhibit B - Attachment B

The Meadows
TIF District

June 3, 2025

HUBER HEIGHTS
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The Meadows TIF District

- Tax Increment Financing (TIF) is a way to capture property tax dollars from new development and leveraging those dollars to directly support that new development.
- TIFs are authorized under the Ohio Revised Code (ORC).
- TIF monies are spent on Infrastructure and Public Utilities that benefit the TIF District.
- The Meadows Development TIF *does not* impact the Huber Heights City Schools District or the Miami Valley Career Technology Center.

HUBER HEIGHTS
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City of Huber Heights Incentives Audit

The Economic Development Department for the City of Huber Heights is conducting a comprehensive audit of all active incentive programs being offered.

The objectives of the audit include:

- Reviewing all economic incentive agreements and legislation for consistency and legal accuracy;
- Verifying that all applicable documents are properly filed with Montgomery County to ensure the accurate collection of TIF revenues;
- Confirming that all required filings, including DTE-24 and other applicable forms, are appropriately submitted to the State of Ohio; and
- Identifying and resolving any discrepancies between enacted legislation and current administrative implementation.

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Issues with the Current Meadows TIF

The Meadows TIF Ordinance 2023-O-2619 established an Incentive District under Section 5709.40(c) of the Ohio Revised Code.

- Incentive Districts are used for Housing Developments, whereas the Meadows is a Commercial Development.

Section 3 of Ordinance 2023-O-2619 did not indicate a percentage of increase in assessed value (for each parcel) to be used for public purpose.

- 100% is typical

Section 3 of Ordinance 2023-O-2619 did not indicate a time period for which each parcel would be required to make payments in lieu of taxes.

- A 30-year time period is typical

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The Meadows TIF *District*

Revenues

Ordinance 2023-O-2601, adopted by Council on September 11, designates The Meadows TIF funds to the following priorities:

Priority 1: Façade Improvements to The Shoppes at The Meadows.

Priority 2: Other capital investments benefiting the district.

Priority 3: Street, Water, Sewer, and Storm Sewer infrastructure as addressed in Citywide Infrastructure Reliance Study prepared by LBJ, Inc. dated September 30, 2022.

Changes being made to the Meadows TIF do not affect any of these priorities.

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The Meadows Development TIF District

The Meadows TIF is in RED.

District includes 4 parcels.

Huber Heights City Schools and the Miami Valley Career Technology Center are not affected by the TIF.



Meadows TIF District

Meadows TIF District

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The Meadows TIF District

(Original) Legislation Procedures

August 22, 2023	(Work Session): Introduce Economic Development Plan
August 28, 2023	(Council): First Reading
September 11, 2023	(Council): Second Reading & Final Adoption
September 27, 2023	(Staff): Notice to Property Owner(s)
October 19, 2023	(Staff): Notice to County
October 25, 2023	(Staff): Notice to Schools
November 13, 2023	***(Council): Public Hearing, First Reading, Second Reading & Final Adoption***

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The Meadows TIF District

Legislation Procedures

- April 4, 2025, Discovered errors with the existing Meadows Ordinance
- April 17, 2025, Engaged with Squire, Patton, & Boggs to create the new Meadows TIF
- May 1, 2025, Meeting with Montgomery Co.
- May 21, 2025, Notified Huber Heights City Schools and Miami Valley Career Technology Center of the new Meadows TIF.
- June 9, 2025- Public Hearing & First reading of the new Meadows TIF Ordinance
- **Staff is recommending waiving of the second reading.**

HUBER HEIGHTS
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The Meadows
TIF District

Questions?

HUBER HEIGHTS
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CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS IN THE CITY IN THE MEADOWS TIF DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AUTHORIZING MAKE-WHOLE COMPENSATION PAYMENTS TO THE HUBER HEIGHTS CITY SCHOOL DISTRICT AND THE MIAMI VALLEY CAREER TECHNOLOGY CENTER.

WHEREAS, Ohio Revised Code ("ORC") Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statutes") authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of the those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Statutes to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Boards of Education of the Huber Heights City School District and the Miami Valley Career Technology Center in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83;

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

Section 1. Parcels. The real property subject to this Ordinance is identified and depicted on Exhibit A attached hereto (as currently or subsequently configured, the "Parcels," with each individual parcel a "Parcel").

Section 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

Section 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in ORC Section 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on a parcel-by-parcel basis for each Parcel on the date an Improvement first appears on the tax list and duplicate were it not for the exemption granted by this Ordinance and ending for each Parcel on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes (separate 30-year exemptions for each Parcel).

Section 4. Service Payments. As provided in ORC Section 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Montgomery County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the "Service Payments"). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions

thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6.

Section 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC Section 5709.43, the "Meadows TIF Municipal Public Improvement Tax Increment Equivalent Fund" (the "TIF Fund"), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels and received by the City will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Statutes and this Ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC Section 5709.43.

Section 6. Distributions; Payment of Costs. Pursuant to the TIF Statutes, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

(i) To the Huber Heights City School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance.

(ii) To the Miami Valley Career Technology Center, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance.

(iii) To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements and any other lawful purpose.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

Section 7. Further Authorizations. This Council hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, or other appropriate officers of the City to deliver a copy of this Ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the City Manager, the Director of Law, the Director of Finance or other appropriate officers of the City to perform all acts and execute all documents they consider necessary and to take any other actions as may be appropriate to implement this Ordinance.

Section 8. Repeal of Ordinance No. 2023-O-2619. Sections 1 through 4, 7, 9 and 10 of Ordinance No. 2023-O-2619 passed on November 13, 2023 are hereby repealed as of the effective date of this Ordinance; provided, however, any actions heretofore taken pursuant to Ordinance No. 2023-O-2619 are approved and ratified. Sections 5, 6 and 8 of Ordinance No. 2023-O-2619 remain in effect and are not repealed.

Section 9. Open Meetings. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 10. Effective Date. 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

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2025-O-_____ passed by the City Council of the City of Huber Heights, on _____, 2025.

_____
Clerk of Council

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The outlined area on the following map specifically identifies and depicts the Parcels and constitutes part of this Exhibit A. The following Parcel Numbers are as of April 17, 2025, and are included for ease of reference only.

P70 03912 0088
P70 03912 0089
P70 03912 0092
P70 03912 0142

[Map on the following page]



Meadows TIF District

Meadows TIF District

EXHIBIT B
PUBLIC INFRASTRUCTURE IMPROVEMENTS

Service payments in lieu of taxes collected from the proposed Incentive District will fund certain public infrastructure improvements necessary to support residential development, including, without limitation, the acquisition, construction, equipping and installation of utilities (including but not limited to water, sanitary sewer, storm sewer infrastructure, water lines, hydrants, valves, irrigation systems and related appurtenances within the Project, which water lines, hydrants, valves, irrigation systems and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements, onsite and offsite retention ponds as designated on the development plans and plats for the Project) and roadways, the acquisition and construction of certain permanent improvement amenities (as set forth below) and the equipping of the Recreational Property (as defined below) to be used for recreation purposes (collectively, the "Public Infrastructure Improvements").

Additional Public Infrastructure Improvements will also include the replacement, repair, maintenance, and/or construction of new or existing permanent improvement amenities located within the Incentive District. The Developer will donate approximately 90 acres for active and/or passive recreational purposes (the "Recreational Property"). The City may use service payments in lieu of taxes to improve and equip the Recreational Property in order that it may be a recreational amenity for the residents of the City. For the purposes of this phase, "permanent improvement" shall have the same meaning as defined in Section 133.01(CC) of the Ohio Revised Code.

Other Public Infrastructure Improvements will also include all Public infrastructure improvements (as that term is defined in Section 5709.40(A)(8) of the Ohio Revised Code) that directly benefit, or that once made will directly benefit, the Incentive District (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code), as detailed in the Citywide Infrastructure Reliance Study prepared by LBJ, Inc. (see Attachment B), dated September 30, 2022. Such Public Infrastructure Improvements will also include, but not be limited to, excavating, grading, paving, constructing and installing curbs and gutters, public utilities which include water mains, sanitary sewers, and storm sewers, street lighting, sidewalks, bikeways, landscaping, traffic signalization, and also including design and other related costs, any right-of-way acquisition, erosion and sediment control measures, grading and other related work, survey work, soil engineering and construction staking, and in each case, all other costs and improvements necessary and appurtenant thereto, all of which will directly benefit, or that one made will direct benefit the Incentive Districts.

Attachments

Attachment A: Current Development Plans For The Project

Attachment B: Citywide Infrastructure Reliance Study

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ATTACHMENT A

CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

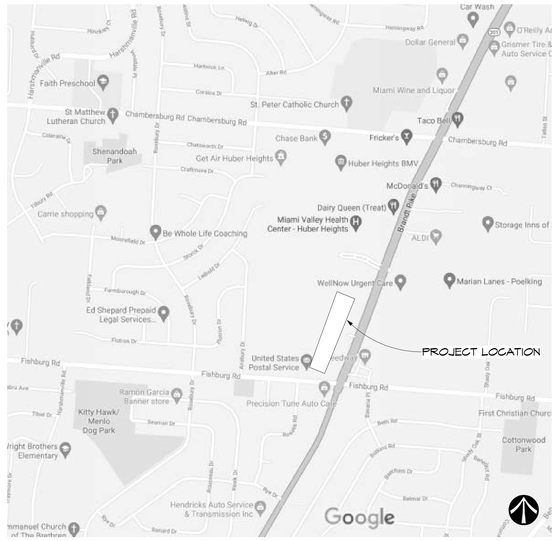
08/07/23

COMMISSION # 20639.00

CONSTRUCTION DOCUMENTS



1 VICINITY MAP



2 LOCATION PLAN

DRAWING INDEX

SHEET NO.	SHEET NAME
G001	TITLE SHEET
A102	EXISTING SITE SURVEY
A101	OVERALL DEMOLITION PLAN
A102	NEW WORK SITE PLAN
A103	NEW WORK FLOOR PLAN
A201	OVERALL NEW WORK REFLECTED CEILING PLAN
A301	EXTERIOR ELEVATIONS
A501	SECTIONS & DETAILS
A502	SECTIONS & DETAILS, SOUTH TOWER
A503	SECTIONS & DETAILS, SOUTH AND MID TOWER
A504	SECTIONS & DETAILS, NORTH TOWER

GENERAL CONTRACTOR:

WOODARD DEVELOPMENT

WOODARD DEVELOPMENT
P.O. BOX 3038, DAYTON, OHIO 45401
PH. 937-252-7330

STRUCTURAL:

PME:

CONSULTANT:

CONSULTANT:

CONSULTANT:

No.	Revisions / Submissions	Date
1	CONSTRUCTION DOCUMENTS	2023/08/07

LWC INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

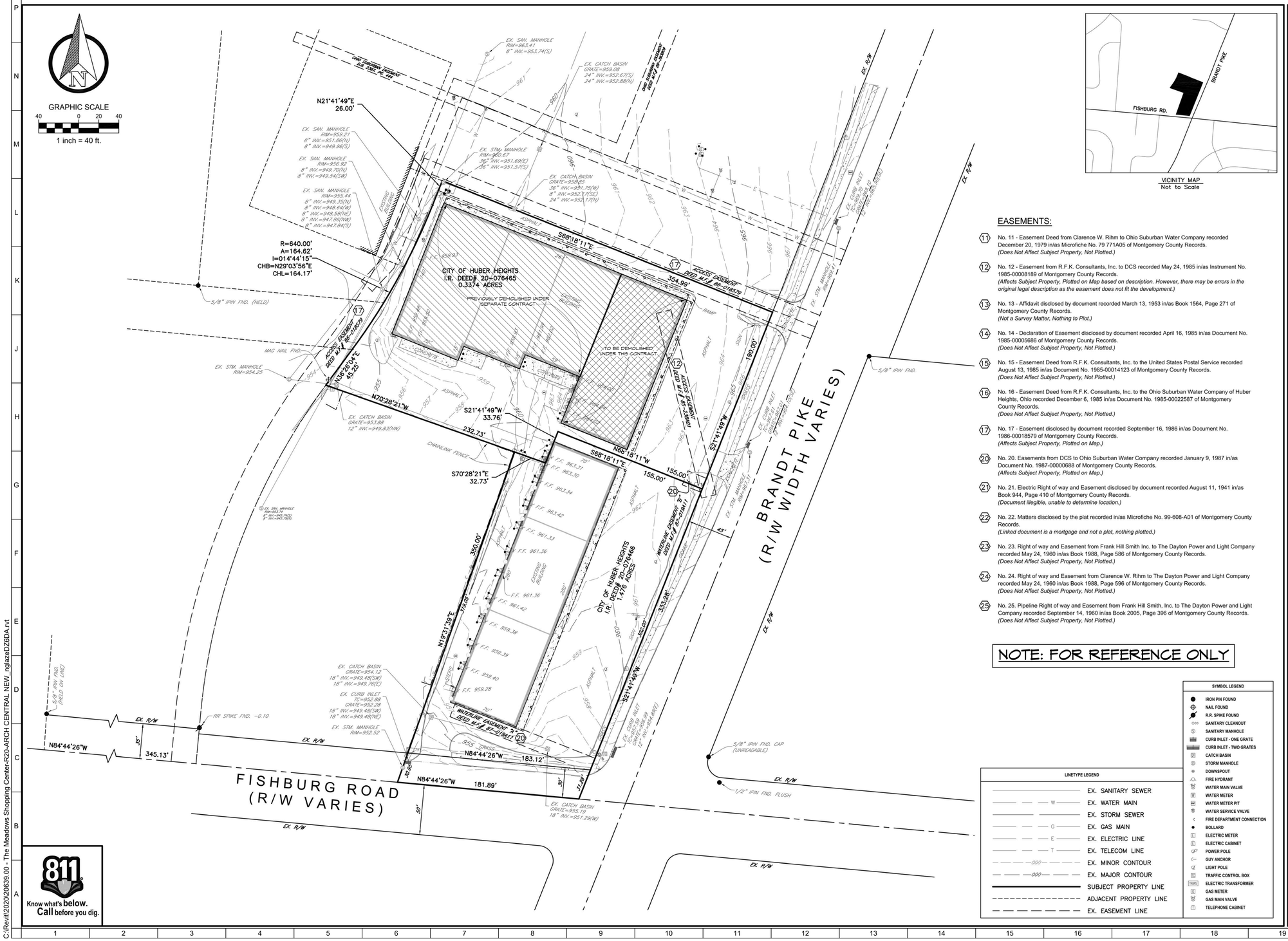
TITLE SHEET

STATE OF OHIO
JOHN CHARLES FABELO
9711799
REGISTERED ARCHITECT

JOHN C. FABELO
LICENSE ARC.9711799, EXPIRES: 12/31/23

Comm. No.	Date
20639.00	2023/08/07
Drawn: NKG/SLT	Drawing No.: G001
Checked: EGS	

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VICINITY MAP
Not to Scale

EASEMENTS:

(11) No. 11 - Easement Deed from Clarence W. Rihm to Ohio Suburban Water Company recorded December 20, 1979 in/as Microfiche No. 79 771A05 of Montgomery County Records.
(Does Not Affect Subject Property, Not Plotted.)

(12) No. 12 - Easement from R.F.K. Consultants, Inc. to DCS recorded May 24, 1985 in/as Instrument No. 1985-00008189 of Montgomery County Records.
(Affects Subject Property, Plotted on Map based on description. However, there may be errors in the original legal description as the easement does not fit the development.)

(13) No. 13 - Affidavit disclosed by document recorded March 13, 1953 in/as Book 1564, Page 271 of Montgomery County Records.
(Not a Survey Matter, Nothing to Plot.)

(14) No. 14 - Declaration of Easement disclosed by document recorded April 16, 1985 in/as Document No. 1985-00005686 of Montgomery County Records.
(Does Not Affect Subject Property, Not Plotted.)

(15) No. 15 - Easement Deed from R.F.K. Consultants, Inc. to the United States Postal Service recorded August 13, 1985 in/as Document No. 1985-00014123 of Montgomery County Records.
(Does Not Affect Subject Property, Not Plotted.)

(16) No. 16 - Easement Deed from R.F.K. Consultants, Inc. to the Ohio Suburban Water Company of Huber Heights, Ohio recorded December 6, 1985 in/as Document No. 1985-00022587 of Montgomery County Records.
(Does Not Affect Subject Property, Not Plotted.)

(17) No. 17 - Easement disclosed by document recorded September 16, 1986 in/as Document No. 1986-00018579 of Montgomery County Records.
(Affects Subject Property, Plotted on Map.)

(20) No. 20. Easements from DCS to Ohio Suburban Water Company recorded January 9, 1987 in/as Document No. 1987-00000688 of Montgomery County Records.
(Affects Subject Property, Plotted on Map.)

(21) No. 21. Electric Right of way and Easement disclosed by document recorded August 11, 1941 in/as Book 944, Page 410 of Montgomery County Records.
(Document illegible, unable to determine location.)

(22) No. 22. Matters disclosed by the plat recorded in/as Microfiche No. 99-608-A01 of Montgomery County Records.
(Linked document is a mortgage and not a plat, nothing plotted.)

(23) No. 23. Right of way and Easement from Frank Hill Smith Inc. to The Dayton Power and Light Company recorded May 24, 1960 in/as Book 1988, Page 586 of Montgomery County Records.
(Does Not Affect Subject Property, Not Plotted.)

(24) No. 24. Right of way and Easement from Clarence W. Rihm to The Dayton Power and Light Company recorded May 24, 1960 in/as Book 1988, Page 596 of Montgomery County Records.
(Does Not Affect Subject Property, Not Plotted.)

(25) No. 25. Pipeline Right of way and Easement from Frank Hill Smith, Inc. to The Dayton Power and Light Company recorded September 14, 1960 in/as Book 2005, Page 396 of Montgomery County Records.
(Does Not Affect Subject Property, Not Plotted.)

NOTE: FOR REFERENCE ONLY

LINETYPE LEGEND

- EX. SANITARY SEWER
- W — EX. WATER MAIN
- EX. STORM SEWER
- G — EX. GAS MAIN
- E — EX. ELECTRIC LINE
- T — EX. TELECOM LINE
- 000 — EX. MINOR CONTOUR
- 000 — EX. MAJOR CONTOUR
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EX. EASEMENT LINE

SYMBOL LEGEND

- IRON PIN FOUND
- NAIL FOUND
- R.R. SPIKE FOUND
- SANITARY CLEANOUT
- SANITARY MANHOLE
- CURB INLET - ONE GRATE
- CURB INLET - TWO GRATES
- CATCH BASIN
- STORM MANHOLE
- DOWNSPOUT
- FIRE HYDRANT
- WATER MAIN VALVE
- WATER METER
- WATER METER PIT
- WATER SERVICE VALVE
- FIRE DEPARTMENT CONNECTION
- BOLLARD
- ELECTRIC METER
- ELECTRIC CABINET
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- TRAFFIC CONTROL BOX
- TRANS — ELECTRIC TRANSFORMER
- GAS METER
- GAS MAIN VALVE
- TELEPHONE CABINET

811 Know what's below. Call before you dig.

SHEET NOTES:

GENERAL NOTES:

Item	Description	Date

TOPOGRAPHIC SURVEY FOR
SOUTHPOINTE CROSSING
6007-6054 & 6061-6119 BRANDT PIKE
HUBER HEIGHTS, MONTGOMERY COUNTY, OHIO

No.	Revisions / Submissions	Date
1	CONSTRUCTION DOCUMENTS	2023/08/07

BURKHARDT
ENGINEERS + SURVEYORS
CIVIL ENGINEERING | LAND SURVEYING | NATIONAL RETAIL SITE DEVELOPMENT
28 North Cherry Street | Germantown, Ohio 45327 | Phone: 937-388-0068 | BURKHARDTINC.COM

LWC INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

EXISTING SITE SURVEY

Design: --	Proj: 21.188
Draw: RGK	Dwg: 21-188.dwg
Check: MAN	Tab: TOPO
Scale: 1" = 40'	
Date: 06.30.2021	
Sheet: TOPOGRAPHIC SURVEY	
Sheet No.: 1 of 1	

STATE OF OHIO
JOHN CHARLES FABELLO
9711799
REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.9711799, EXPIRES: 12/31/23

Comm. No. 20639.00	Date 2023/08/07
Drawn NKG/SLT	Drawing No. A100
Checked EGS	

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8/7/2023 9:33:34 AM

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8/7/2023 9:33:40 AM



2 PHOTO 1



3 PHOTO 2



4 PHOTO 3



5 PHOTO 4



6 PHOTO 5



7 PHOTO 6



8 PHOTO 7



9 PHOTO 8



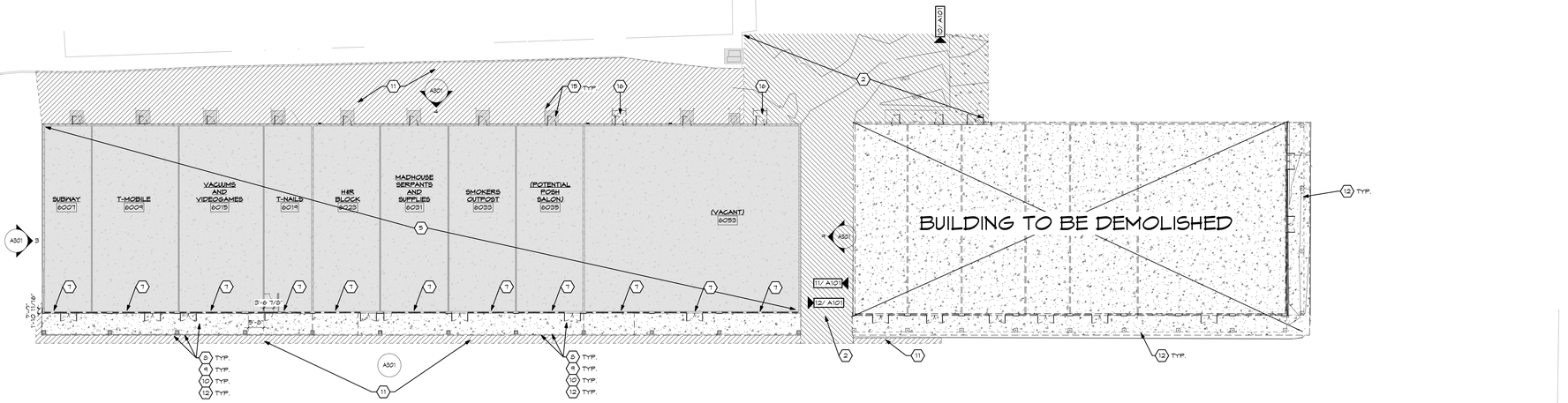
10 PHOTO 8



11 PHOTO 10



12 PHOTO 11



1 OVERALL DEMOLITION PLAN
SCALE: 1" = 20'-0"

SHEET NOTES:

1. (NOT USED)
2. REMOVE ASPHALT PAVING AND RELATED STONE BASE
3. (NOT USED)
4. (NOT USED)
5. EXISTING BUILDING TO REMAIN.
6. (NOT USED)
7. REMOVE EXISTING STOREFRONT SYSTEM IN ITS ENTIRETY.
8. REMOVE EXISTING EIFS AND ASSOCIATED FRAMING.
9. REMOVE EXISTING EIFS FROM COLUMN SURROUND TO EXTENT NECESSARY FOR NEW WORK.
10. SEE WALL SECTIONS FOR EXTENT OF OVERHANG, SOFFIT, AND ASSOCIATED ROOF DEMOLITION.
11. SAW CUT AND REMOVE ASPHALT PAVEMENT. ADJUST GRADING AND RECOMPACT IN PREPARATION FOR NEW ASPHALT OR CONCRETE PAVEMENT.
12. REMOVE EXISTING CONCRETE SIDEWALK AND GRAVEL BASE.
13. REMOVE CONCRETE CURB.
14. REPLACE CONCRETE CURB AS NEEDED.
15. CONCRETE STOOPS AND PIPE BOLLARDS AT REAR ENTRANCES TO REMAIN UNLESS NOTED OTHERWISE.
16. REMOVE EXISTING CONCRETE STOOP.

GENERAL NOTES:

A. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS.
B. COORDINATE SCHEDULE OF DEMOLITION AND CONSTRUCTION ACTIVITIES WITH BUILDING OWNER AND TENANTS TO ENSURE BUSINESSES MAY REMAIN IN OPERATION DURING THE CONSTRUCTION PHASE.
C. AT ACTIVE STORE ENTRANCES, PROVIDE PROTECTIVE COVERING TO MAINTAIN ACCESS TO TENANT SPACES.
D. PROVIDE TEMPORARY ENCLOSURES AT TENANT SPACE ENTRANCES AFTER EXISTING STOREFRONT IS REMOVED. TENANT SPACE SHALL REMAIN ACCESSIBLE TO THE PUBLIC AND BE SECURABLE.

No.	Revisions / Submissions	Date
1	CONSTRUCTION DOCUMENTS	2023/08/07

LWC INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

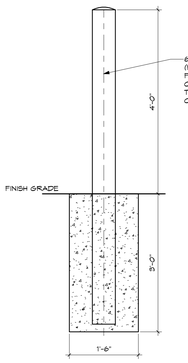
OVERALL DEMOLITION PLAN

STATE OF OHIO JOHN CHARLES FABELO 9711799 REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.9711799, EXPIRES: 12/31/23

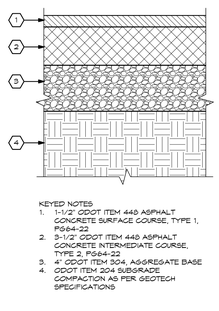
Comm. No. 20639.00	Date 2023/08/07
Drawn NKG/SLT	Drawing No. A101
Checked EGS	

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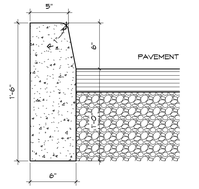


4 TYP. PIPE BOLLARD DETAIL
SCALE: N.T.S.



KEYED NOTES
1. 1-1/2" ODOT ITEM 448 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22
2. 3-1/2" ODOT ITEM 448 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22
3. 4" ODOT ITEM 304, AGGREGATE BASE
4. ODOT ITEM 204 SUBGRADE COMPACTION AS PER GEOTECH SPECIFICATIONS

5 PAVEMENT SECTION
SCALE: N.T.S.



NOTES:
1. CURB TO BE CONSTRUCTED OF 3500 PSI CONCRETE PER ODOT ITEM 609.
2. PROVIDE A SMOOTH AND EVEN FINISH PLUS ROUNDED EDGING TO ALL EXPOSED SURFACES.

2 BARRIER CURB DETAIL
SCALE: N.T.S.

1 NEW WORK PLAN
SCALE: 1" = 20'-0"

SHEET NOTES:

1. NEW CONCRETE STOOP TO MATCH THAT REMOVED.

No.	Revisions / Submissions	Date
1	CONSTRUCTION DOCUMENTS	2023/08/07

LWC INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

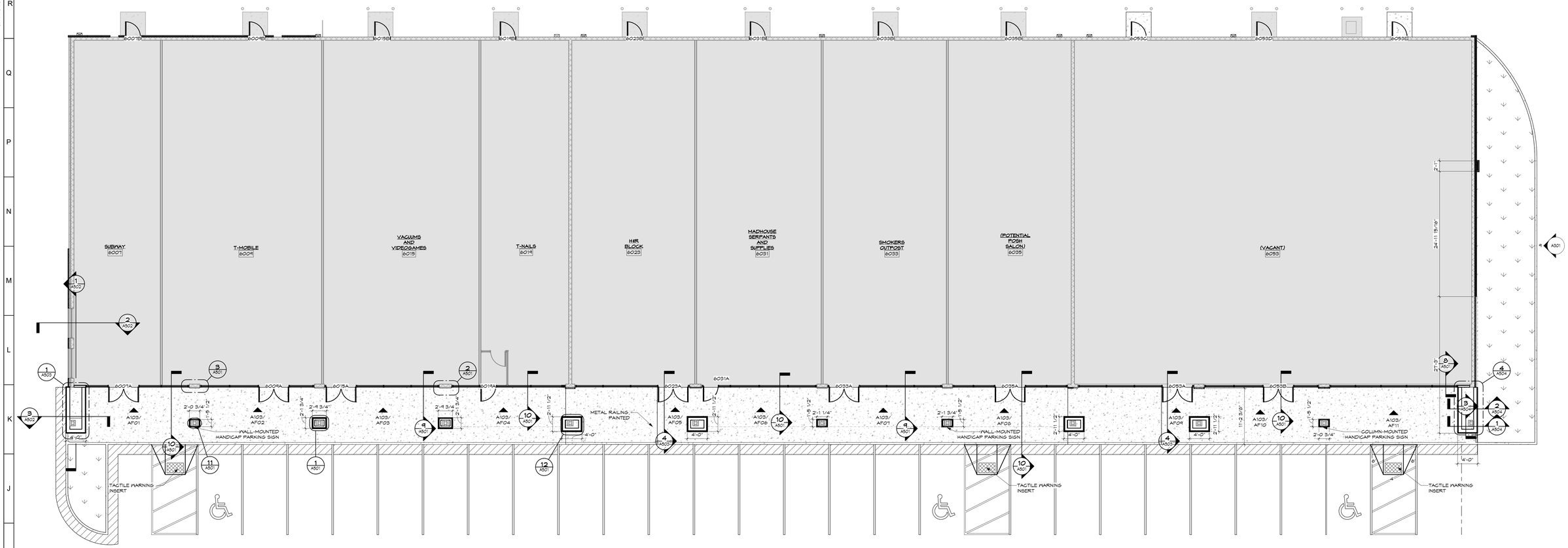
NEW WORK SITE PLAN

STATE OF OHIO JOHN CHARLES FABELO 971179 REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.9711799, EXPIRES: 12/31/23

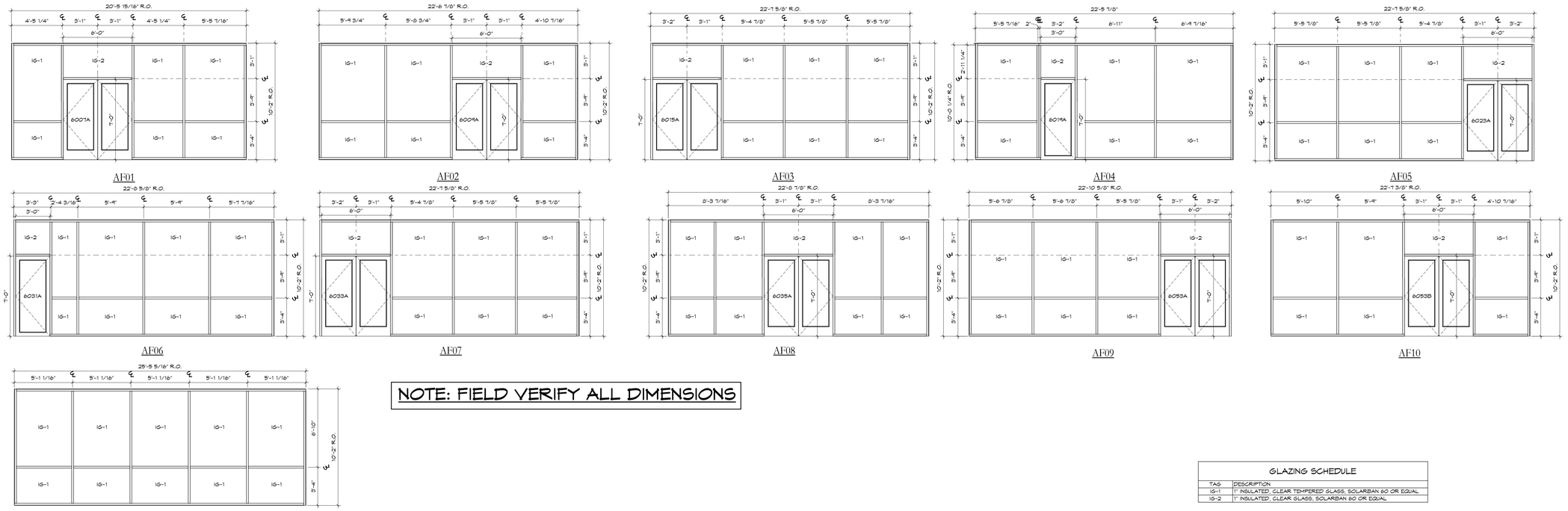
Comm. No. 20639.00	Date 2023/08/07
Drawn NKG/SLT	Drawing No. A102
Checked JCF	

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8/7/2023 9:33:50 AM



1 NEW WORK PLAN
SCALE: 1/8" = 1'-0"



NOTE: FIELD VERIFY ALL DIMENSIONS

GLAZING SCHEDULE

TAG	DESCRIPTION
IG-1	1" INSULATED, CLEAR TEMPERED GLASS, SOLARBAN 60 OR EQUAL
IG-2	1" INSULATED, CLEAR GLASS, SOLARBAN 60 OR EQUAL

SHEET NOTES

1. -

No.	Revisions / Submissions	Date
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THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

NEW WORK FLOOR PLAN

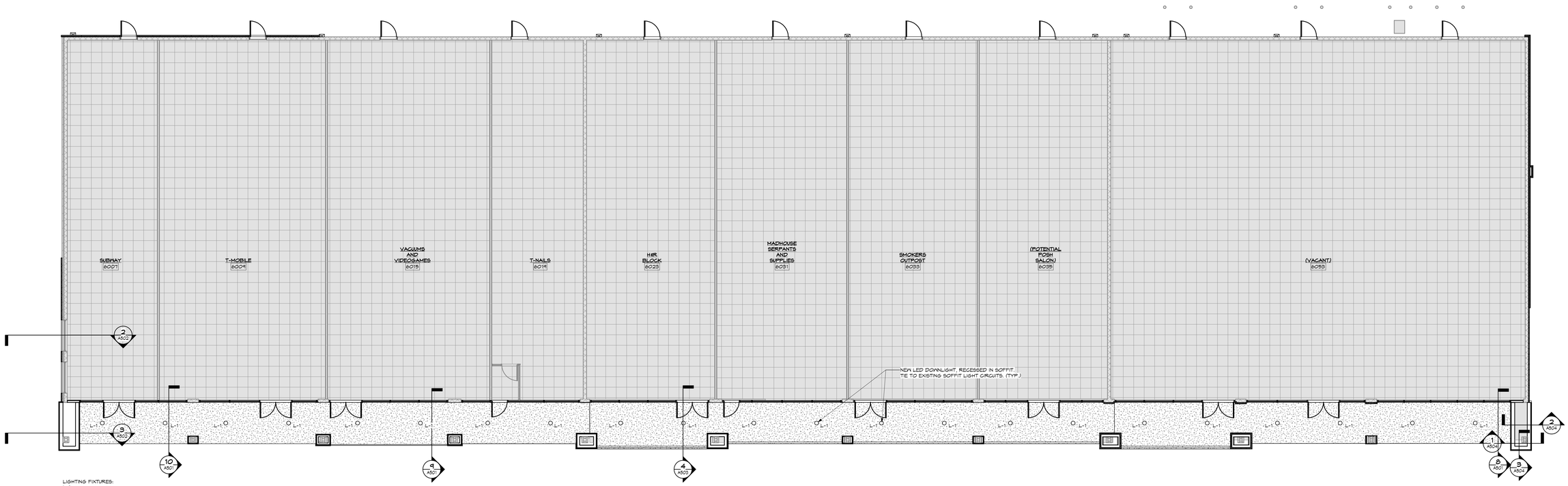
STATE OF OHIO JOHN CHARLES FABELO 8711799 REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.8711799, EXPIRES: 12/31/23

Comm. No.	Date
20639.00	2023/08/07
Drawn: NKG/SLT	Drawing No.: A103
Checked: EGS	

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LIGHTING FIXTURES:

L-1:

- TYPE: LED
- WATTS/LAMP: 20
- FIXTURE VOLTAGE: 120
- FIXTURE INPUT WATTS: 20
- COLOR TEMP (K): 4000
- DELIVERED LUMENS: 1250
- MANUFACTURER AND MODEL NUMBER: GREENCREATIVE #58264 20SMPRRDM/840/2TTV
- DIFFUSER MEDIA: LED DOWN LIGHT
- TRIM COLOR: WHITE
- MOUNTING: R - RECESSED
- SIZE (DIAMETER, IN.): 9

1 OVERALL REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"

No.	Revisions / Submissions	Date
1	CONSTRUCTION DOCUMENTS	2023/08/07

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CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

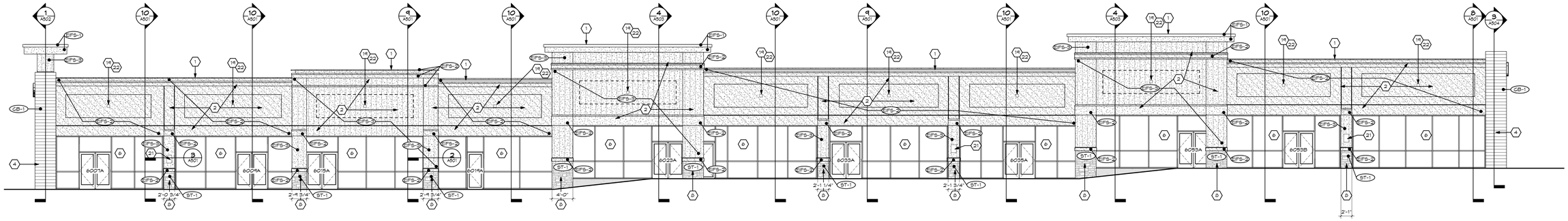
OVERALL NEW WORK REFLECTED CEILING PLAN

STATE OF OHIO
JOHN CHARLES FABELO
9711799
REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.9711799, EXPIRES: 12/31/23

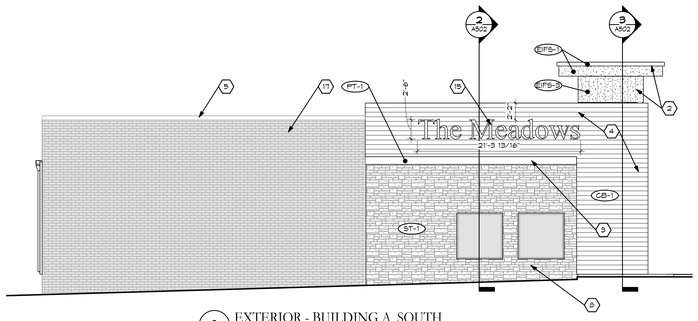
Comm. No. 20639.00	Date 2023/08/07
Drawn SLT	Drawing No. A201
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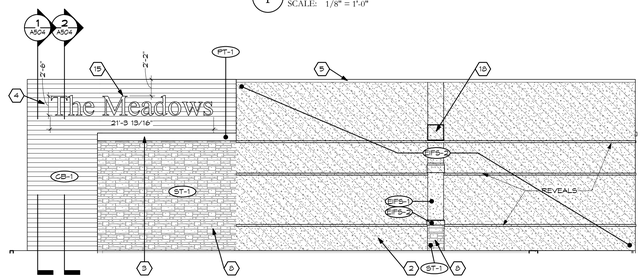
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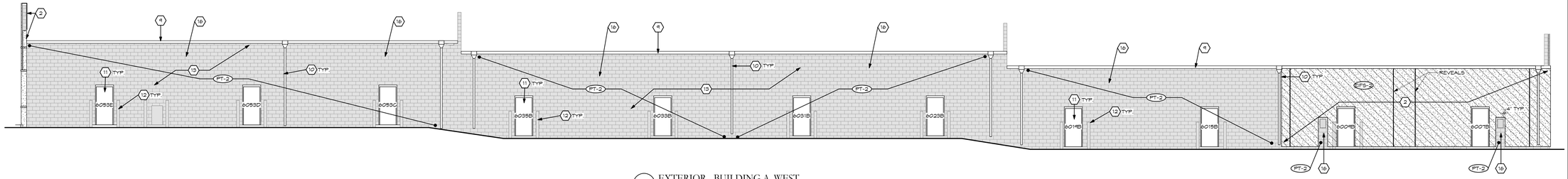
1 EXTERIOR - BUILDING A, EAST
SCALE: 1/8" = 1'-0"



3 EXTERIOR - BUILDING A, SOUTH
SCALE: 1/8" = 1'-0"



9 NORTH ELEVATION OF SOUTH BLDG
SCALE: 1/8" = 1'-0"



4 EXTERIOR - BUILDING A, WEST
SCALE: 1/8" = 1'-0"

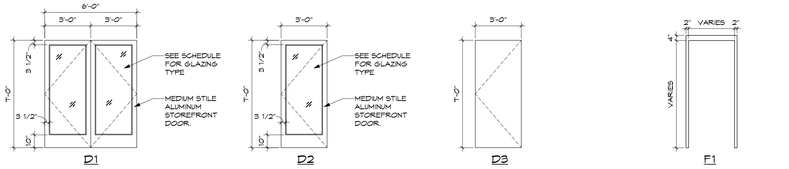
SHEET NOTES

1. PREFINISHED METAL ROOF EDGE.
2. EXTERIOR INSULATION FINISH SYSTEM (EIFS)
3. PREFINISHED METAL PANEL SYSTEM.
4. PREFINISHED WOOD-LOOK PLANK SYSTEM.
5. PREFINISHED METAL COPING.
6. ALUMINUM STOREFRONT.
7. (NOT USED)
8. CULTURED STONE VENEER SYSTEM IN A DRY STACK DESIGN.
9. REMOVE EXISTING GUTTER AND REPLACE WITH NEW PRE-FINISHED METAL GUTTER IN KIND.
10. REMOVE EXISTING DOWNSPOUT AND REPLACE WITH NEW PRE-FINISHED METAL DOWNSPOUT IN KIND.
11. PREP AND PAINT HOLLOW METAL DOORS AND FRAMES.
12. PREP AND PAINT EXISTING STEEL BOLLARDS.
13. PREP AND PAINT EXISTING CONCRETE MASONRY UNITS.
14. (NOT USED)
15. INTERNALLY ILLUMINATED INDIVIDUAL ALUMINUM CHANNEL LETTERS WITH ACRYLIC FACE. NO BAR.
16. TUCKPOINT AND PAINT EXISTING CMU.
17. TUCKPOINT EXISTING BRICK.
18. RELOCATED LED WALL PACK FROM NORTH BUILDING
19. POWER FOR SIGNAGE. EXTEND FROM EXISTING CIRCUIT. COORDINATE EXACT LOCATION WITH TENANT'S SIGN REQUIREMENTS.
20. (NOT USED)
21. WALL-MOUNTED HANDICAP PARKING SIGN.
22. ONE LAYER OF FIRE RATED PLYWOOD.

DOOR SCHEDULE

NOTES
1. AT EACH SINGLE/PAIR OF ALUMINUM DOORS, PROVIDE PIVOTS, PUSH BAR, PULL HANDLE, CLOSER, DEAD BOLT ON ACTIVE LEAF WITH KEYED CYLINDER ON EXTERIOR AND THUMB TURN ON INTERIOR, AND FLUSH BOLT ON INACTIVE LEAF. PROVIDE SIGN AT EACH DOOR STATING "DOORS TO REMAIN UNLOCKED DURING BUSINESS HOURS". PROVIDE THRESHOLD AND INTEGRAL SWEEP AND WEATHER STRIPPING.
2. AT SINGLE HOLLOW METAL DOORS, PROVIDE 1.5 PAIRS OF NRP HINGES, ENTRANCE FUNCTION LOCKSET, WEATHER STRIPPING, SWEEP, DRIP CAP, AND LATCH GUARD.
3. FIELD MEASURE ROUGH OPENING PRIOR TO FABRICATION OF STOREFRONT.

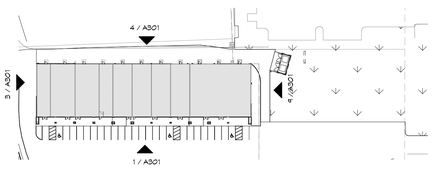
DOOR NO.	EXISTING / NEW	INTERIOR / EXTERIOR	SINGLE / PAIR	DOOR SIZE WIDTH	HEIGHT	THICKNESS	DOOR TYPE	DOOR MATERIAL	DOOR GLAZING	FRAME TYPE	FRAME MATERIAL	HARDWARE SET #	FIRE RATING	REMARKS
6007A	NEW	EXT	PAIR	3'-0"	7'-0"	1 3/4"	D1	ALUM	IG-1	AF01	ALUM	NOTE #1	N/A	NOTE #3
6007B	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6009A	NEW	EXT	PAIR	3'-0"	7'-0"	1 3/4"	D1	ALUM	IG-1	AF02	ALUM	NOTE #1	N/A	NOTE #3
6009B	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6015A	NEW	EXT	PAIR	3'-0"	7'-0"	1 3/4"	D1	ALUM	IG-1	AF03	ALUM	NOTE #1	N/A	NOTE #3
6015B	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6019A	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D2	ALUM	IG-1	AF04	ALUM	NOTE #1	N/A	NOTE #3
6019B	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6023A	NEW	EXT	PAIR	3'-0"	7'-0"	1 3/4"	D1	ALUM	IG-1	AF05	ALUM	NOTE #1	N/A	NOTE #3
6023B	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6031A	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D2	ALUM	IG-1	AF06	ALUM	NOTE #1	N/A	NOTE #3
6031B	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6035A	NEW	EXT	PAIR	3'-0"	7'-0"	1 3/4"	D1	ALUM	IG-1	AF07	ALUM	NOTE #1	N/A	NOTE #3
6033B	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6035A	NEW	EXT	PAIR	3'-0"	7'-0"	1 3/4"	D1	ALUM	IG-1	AF08	ALUM	NOTE #1	N/A	NOTE #3
6035B	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6053A	NEW	EXT	PAIR	3'-0"	7'-0"	1 3/4"	D1	ALUM	IG-1	AF09	ALUM	NOTE #1	N/A	NOTE #3
6053B	NEW	EXT	PAIR	3'-0"	7'-0"	1 3/4"	D1	ALUM	IG-1	AF10	ALUM	NOTE #1	N/A	NOTE #3
6053C	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6053D	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	
6053E	NEW	EXT	SINGLE	3'-0"	7'-0"	1 3/4"	D3	HM	-	F1	HM	NOTE #2	N/A	



TYP. DOOR TYPES

TYP. FRAME TYPES

FINISH SCHEDULE		
TYPE	MARK	DESCRIPTION
PAINT	PT-1	MATCH DRYVIT - 614 SMOKE SIGNAL
PAINT	PT-2	MATCH DRYVIT - 310 CHINA WHITE
STONE	ST-1	COUNTRY LEDGESTONE - ECHO RIDGE
CEMENT BOARD	CB-1	NICHIHA CEMENT BOARD - CONFIRM COLOR
EIFS	EIFS-1	DRYVIT - 614 SMOKE SIGNAL
EIFS	EIFS-2	DRYVIT - 310 CHINA WHITE
EIFS	EIFS-3	DRYVIT - 103 NATURAL WHITE



7 ELEVATION KEYPLAN
SCALE: N.T.S.

No.	Revisions / Submissions	Date
1	CONSTRUCTION DOCUMENTS	2023/08/07

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CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

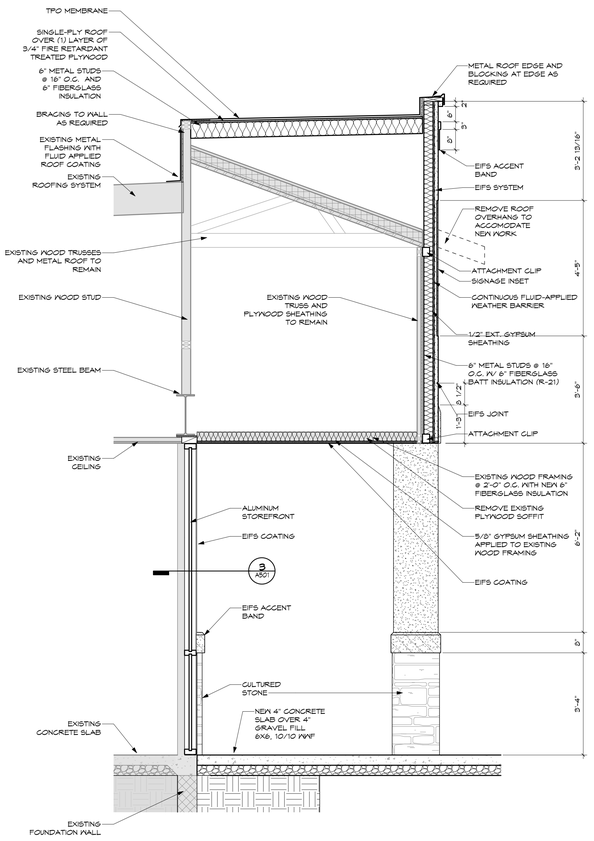
EXTERIOR ELEVATIONS

STATE OF OHIO · JOHN CHARLES FABELO · 9711799 · REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.9711799, EXPIRES: 12/31/23

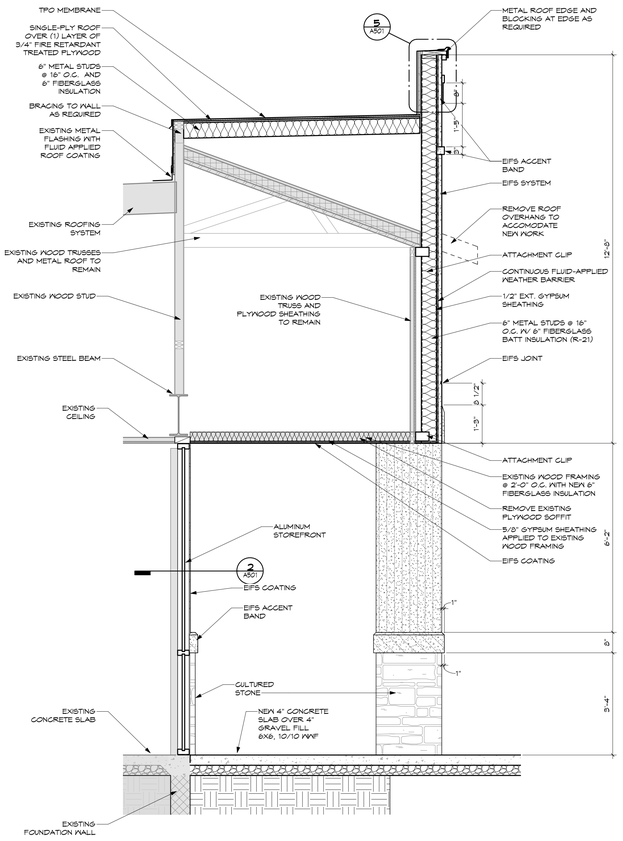
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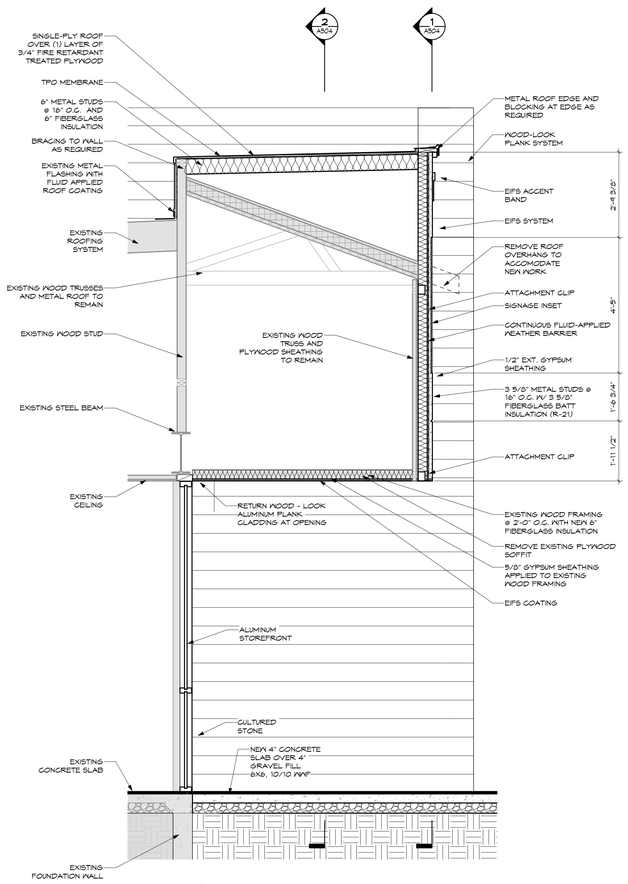
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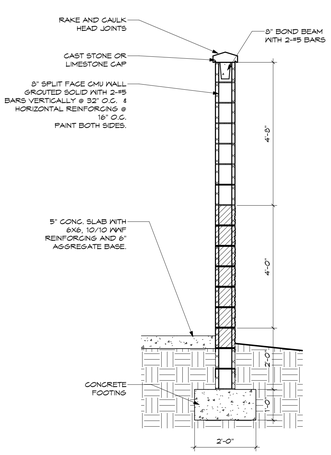
10 WALL SECTION
SCALE: 1/2" = 1'-0"



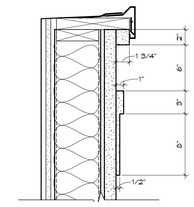
9 WALL SECTION
SCALE: 1/2" = 1'-0"



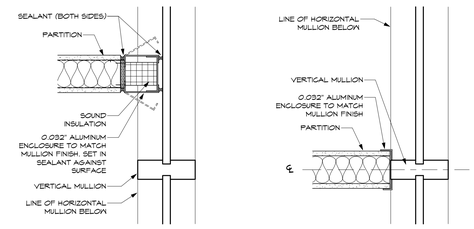
8 WALL SECTION
SCALE: 1/2" = 1'-0"



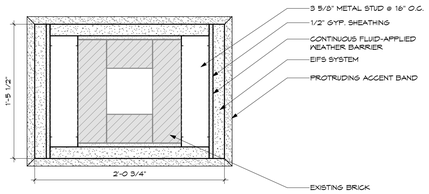
4 TRASH ENCLOSURE WALL
SCALE: 1/2" = 1'-0"



5 WALL DETAIL
SCALE: 1 1/2" = 1'-0"

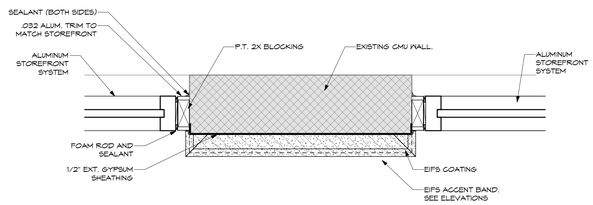


7 TYP. PARTITION CLOSURE AT ALUMINUM GLAZING SYSTEM
SCALE: 1 1/2" = 1'-0"

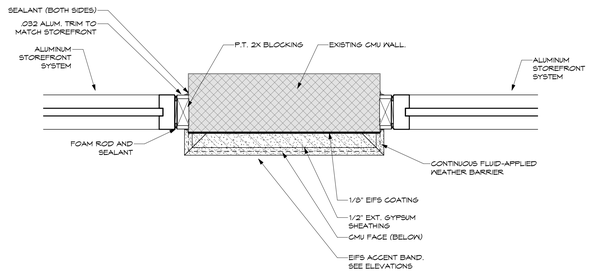


11 ENLARGED COLUMN A
SCALE: 1 1/2" = 1'-0"

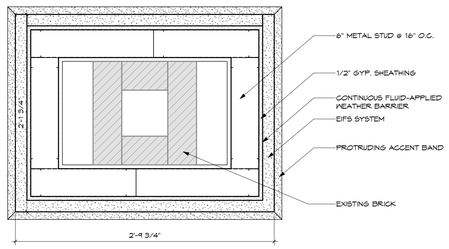
NOTE: SIZES OF METAL STUD FRAMING SHOWN ARE PRELIMINARY. FINAL SIZE AND GAUGE IS TO BE DETERMINED THROUGH DELEGATED DESIGN.



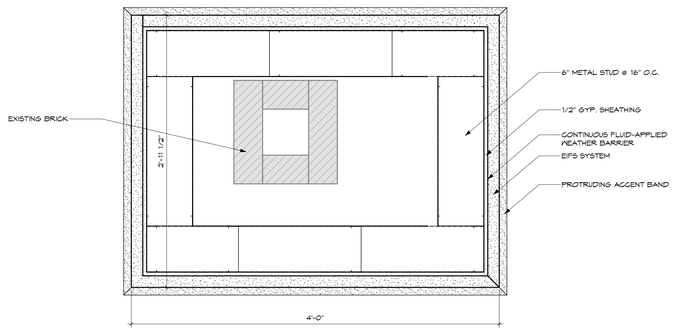
2 ENLARGED PILASTER B
SCALE: 1 1/2" = 1'-0"



3 ENLARGED PILASTER A
SCALE: 1 1/2" = 1'-0"



1 ENLARGED COLUMN B
SCALE: 1 1/2" = 1'-0"



12 ENLARGED COLUMN C
SCALE: 1 1/2" = 1'-0"

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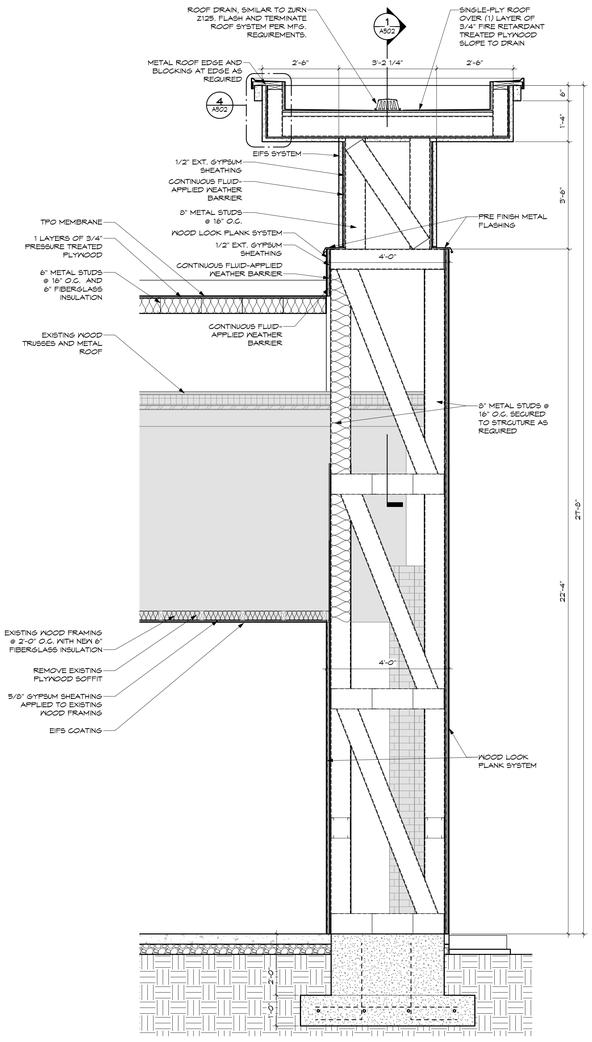
SECTIONS & DETAILS

STATE OF OHIO — JOHN CHARLES FABELO — 9711799 — REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE: ARC.9711799, EXPIRES: 12/31/23

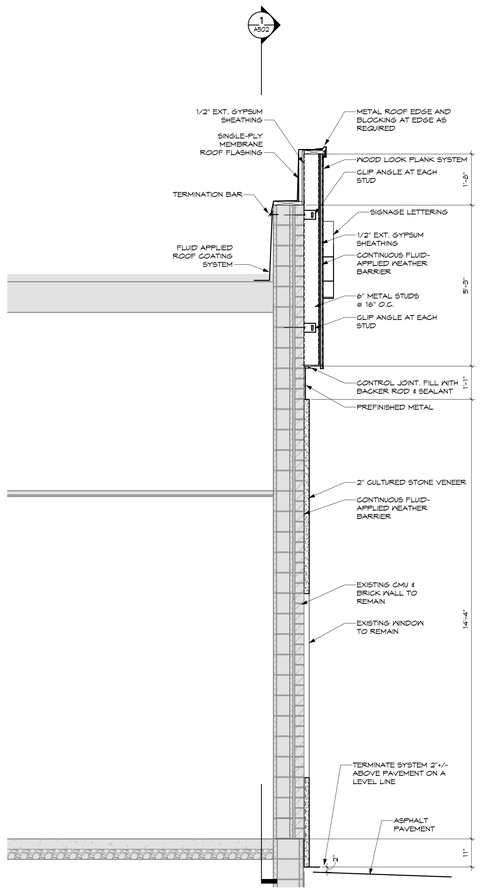
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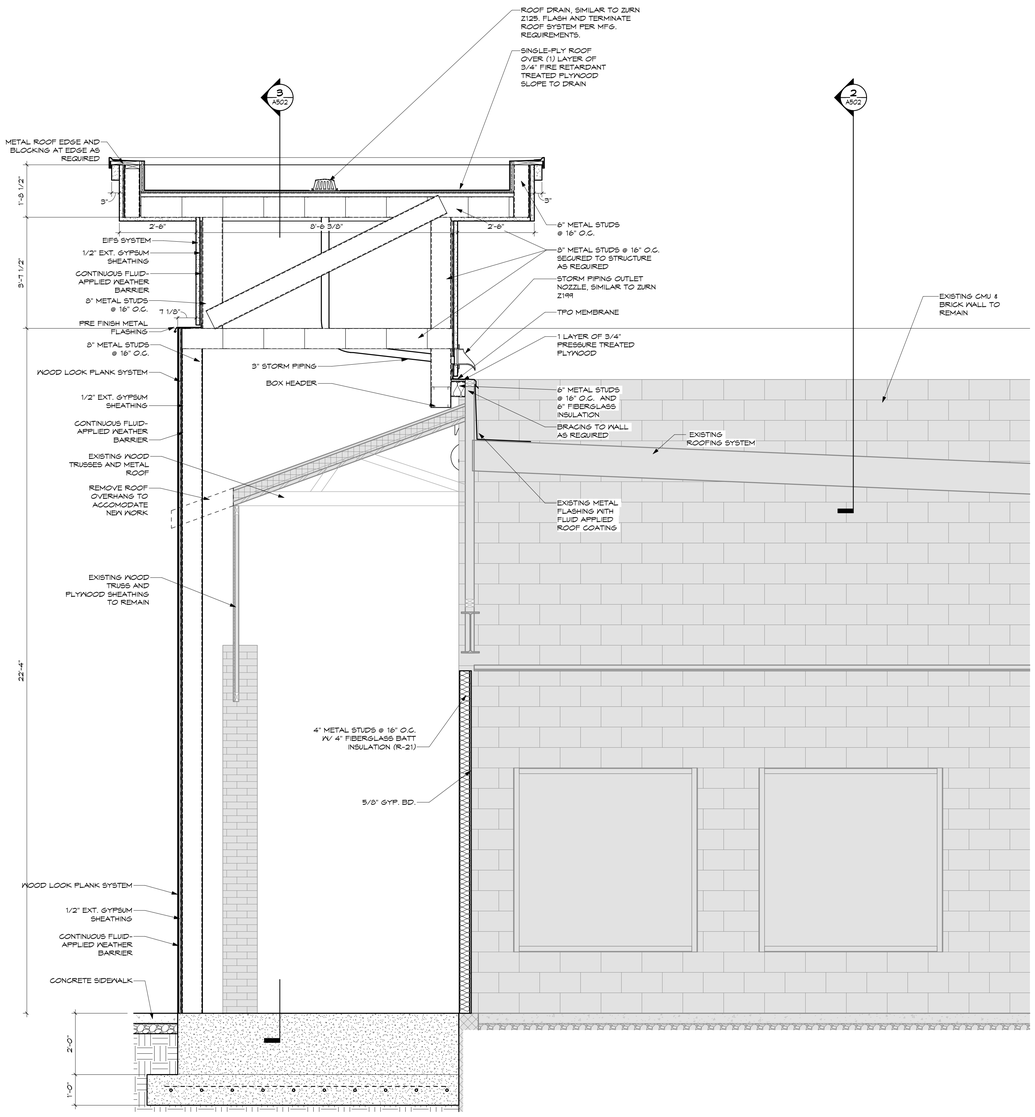
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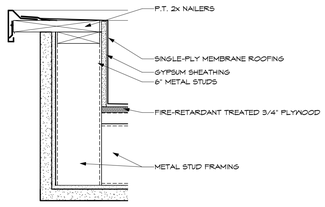
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SCALE: 1/2" = 1'-0"



2 WALL SECTION - SOUTH TOWER
SCALE: 1/2" = 1'-0"



1 WALL SECTION - SOUTH TOWER
SCALE: 1/2" = 1'-0"



SECTION - SOUTH BUILDING TOWER
4 SCALE: 1 1/2" = 1'-0"

NOTE: SIZES OF METAL STUD FRAMING SHOWN ARE PRELIMINARY. FINAL SIZE AND GAUGE IS TO BE DETERMINED THROUGH DELEGATED DESIGN.

No.	Revisions / Submissions	Date
1	CONSTRUCTION DOCUMENTS	2023/08/07

LWC INCORPORATED
434 East First Street Dayton, OH 45402 937.223.6500
712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

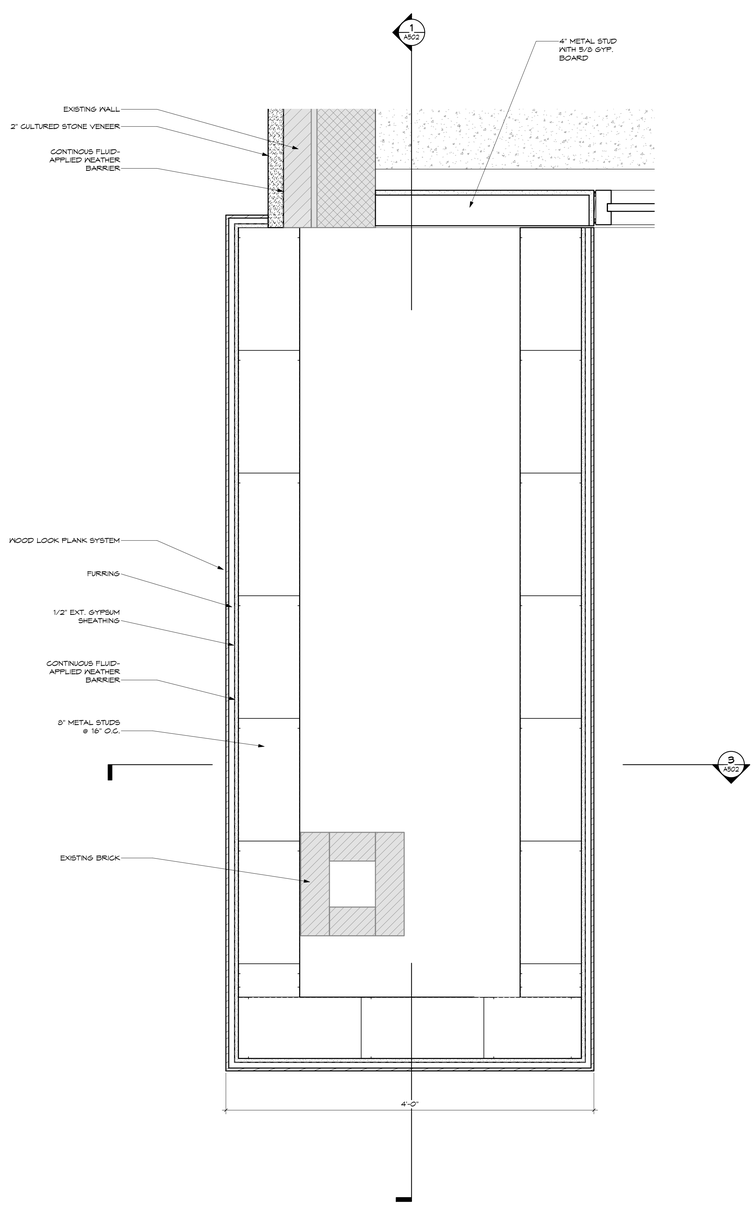
SECTIONS & DETAILS, SOUTH TOWER

STATE OF OHIO · JOHN CHARLES FABELO · 9711799 · REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.9711799, EXPIRES: 12/31/23

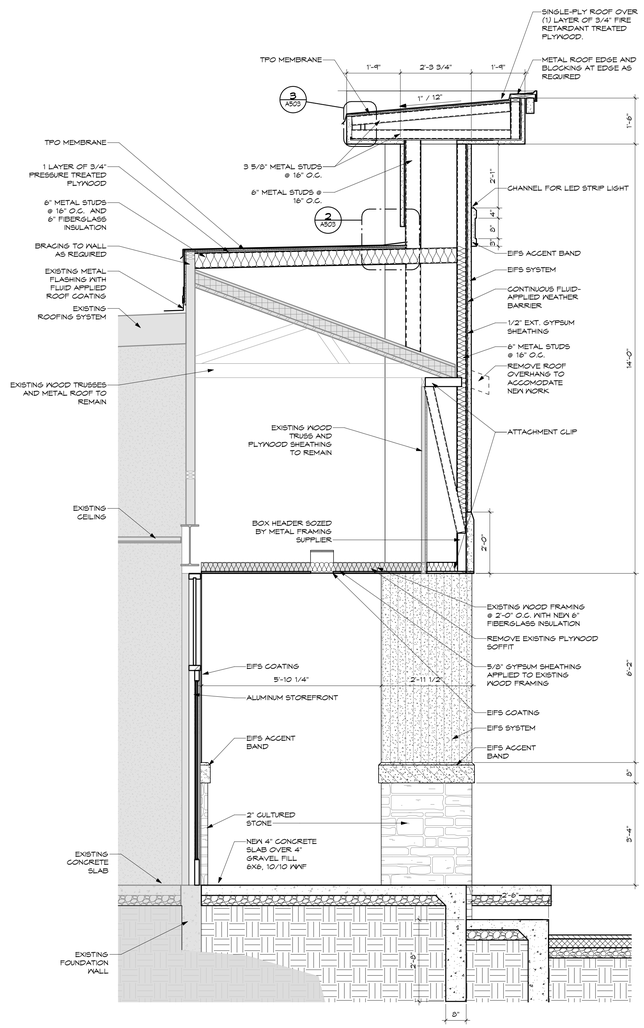
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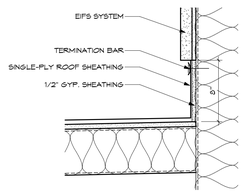
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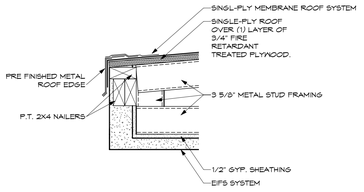
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4 WALL SECTION - MID TOWER
SCALE: 1/2" = 1'-0"



2 ROOF DETAIL - MID TOWER
SCALE: 1 1/2" = 1'-0"



3 ROOF DETAIL - MID TOWER
SCALE: 1 1/2" = 1'-0"

NOTE: SIZES OF METAL STUD FRAMING SHOWN ARE PRELIMINARY. FINAL SIZE AND GAUGE IS TO BE DETERMINED THROUGH DELEGATED DESIGN.

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712 East Main Street Richmond, IN 47374 765.966.3546

CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

SECTIONS & DETAILS, SOUTH AND MID TOWER

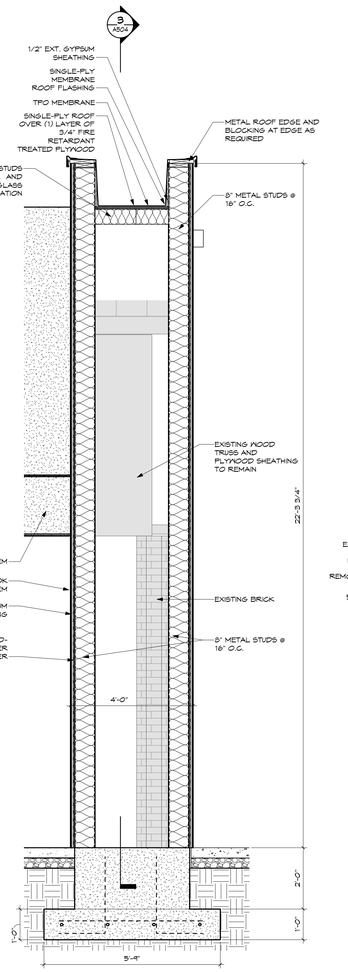
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JOHN CHARLES FABELO
9711799
REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.9711799, EXPIRES: 12/31/23

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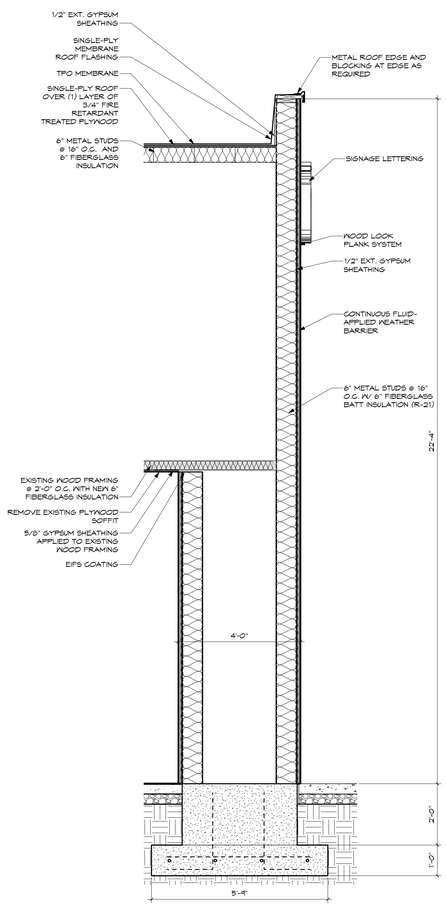
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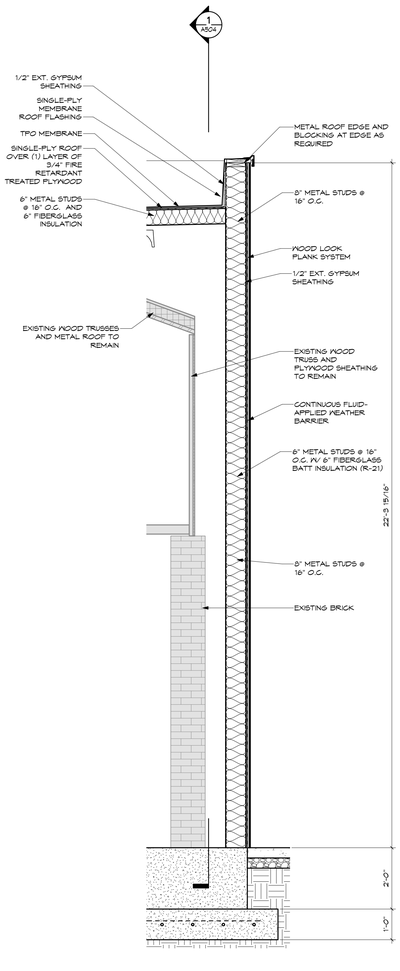
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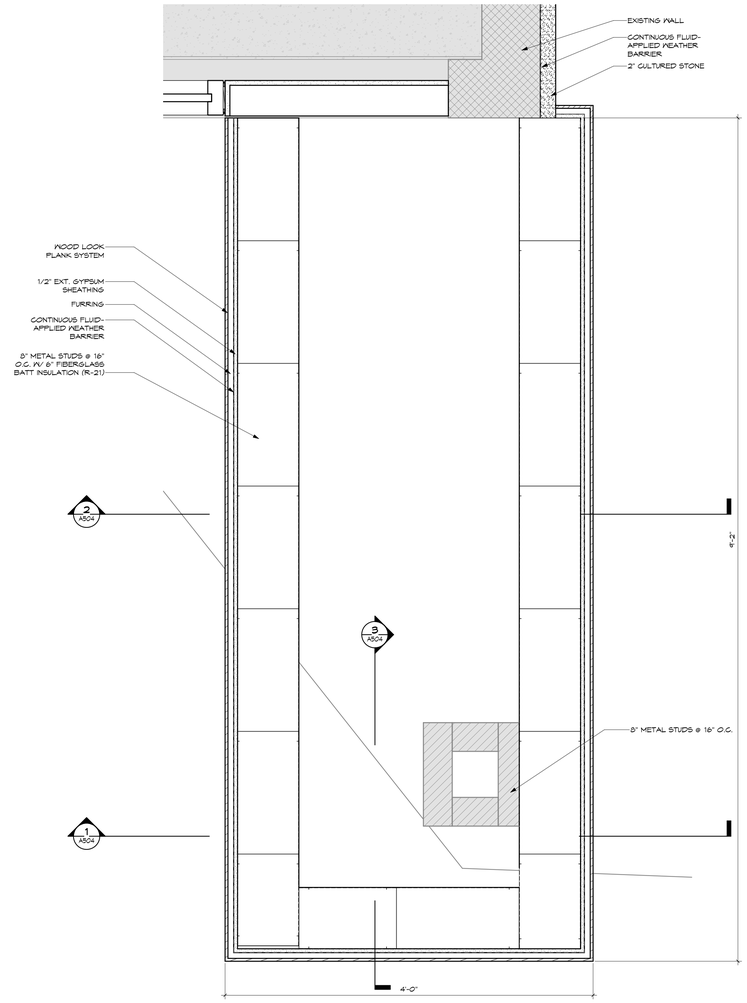
1 WALL SECTION - NORTH TOWER
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2 WALL SECTION - NORTH TOWER
SCALE: 1/2" = 1'-0"



3 WALL SECTION - NORTH TOWER
SCALE: 1/2" = 1'-0"



4 ENLARGED NORTH TOWER PLAN
SCALE: 1 1/2" = 1'-0"

NOTE: SIZES OF METAL STUD FRAMING SHOWN ARE PRELIMINARY. FINAL SIZE AND GAUGE IS TO BE DETERMINED THROUGH DELEGATED DESIGN.

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CITY OF HUBER HEIGHTS

THE MEADOWS FACADE RENOVATION

BRANDT PIKE 6007 - 6053
HUBER HEIGHTS, OHIO, 45424

SECTIONS & DETAILS, NORTH TOWER

STATE OF OHIO · JOHN CHARLES FABELO · 71179 · REGISTERED ARCHITECT
JOHN C. FABELO
LICENSE ARC.#71179, EXPIRES: 12/31/23

Comm. No.	Date
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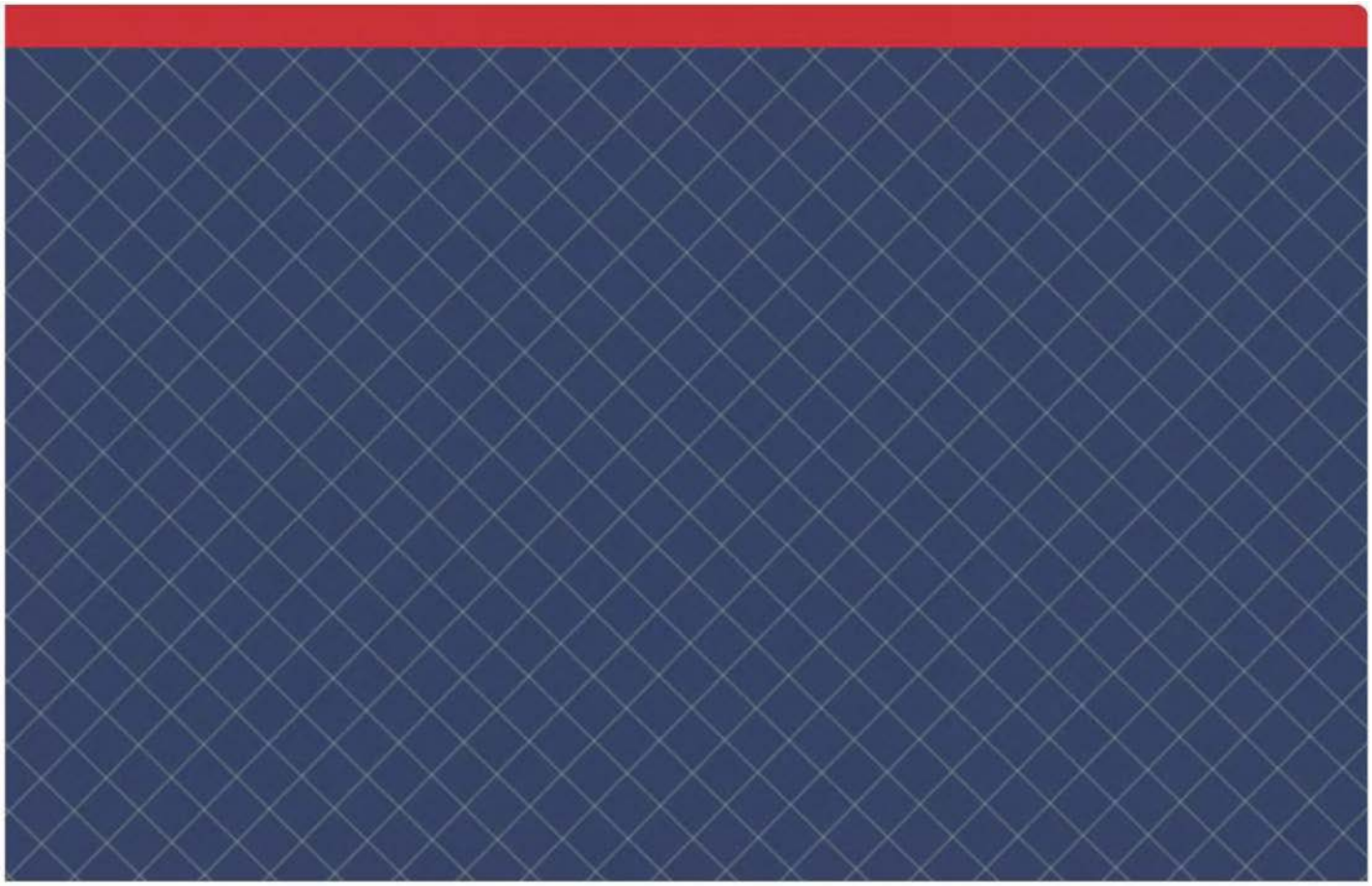
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ATTACHMENT B

CITYWIDE INFRASTRUCTURE RELIANCE STUDY

September 30, 2022



PREPARED FOR:

City of Huber Heights
Mr. Bryan Chodkowski

6131 Taylorsville Road
Huber Heights, Ohio 45424

PREPARED BY:

LJB Inc.

2500 Newmark Drive
Miamisburg, OH 45342
(937) 259-5000

Daniel J. Hoying, P.E., P.S., STP
DHoying@LJBinc.com

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- Appendix D: Infrastructure District 4
- Appendix E: Infrastructure District 5
- Appendix F: Infrastructure District 6
- Appendix G: Infrastructure District 7
- Appendix H: Infrastructure District 8

METHODOLOGY

BACKGROUND

The City of Huber Heights commissioned LJB Inc. to conduct a citywide Infrastructure Reliance Study that evaluates critical linkages in the city's roadway, water, wastewater, and stormwater infrastructure. The results of this study will help the city better understand the correlation and interdependence of infrastructure elements, which will better position the city for funding opportunities for the maintenance and expansion of critical services for city residents and businesses. Increased funding for infrastructure allows Huber Heights to better distribute improvements throughout the city, improve service, and attract new developments.

The City of Huber Heights covers 25 square miles with a population of more than 43,000 residents and 800 businesses. The city also includes 233.91 centerline miles of roadways, 210.24 miles of water main, 189.71 miles of sanitary sewer, and 163.81 miles of stormwater infrastructure facilities.

INFRASTRUCTURE ATTRIBUTE APPROACH

Infrastructure Districts

Allocation of the city's 45,833 individual infrastructure elements distributed over 25 square miles requires suballocation of districts within the city. The LJB team collaborated with city staff to develop 8 Infrastructure Districts. Most city infrastructure exists within roadway right of way. Right of way for major roadway corridors were selected as borders of the Infrastructure Districts. The city corporation limits were bisected by SR 202 and SR 201 in the north and south direction and by the Montgomery County / Miami County line, I-70, Taylorsville Road and Fishburg Road in the east west directions. These corridors were selected as District borders at various points in the city. **Figure 1**, on the following page, depicts the Infrastructure Districts that are used throughout this study.

The infrastructure facilities identified for evaluation in this study are each linked to the residents and businesses in the city in different ways. For that reason, a different approach was used for the determination of how each of the different infrastructure facility categories provides service to a region of the city. A description of the allocation approach that was used for each asset category is included below.

Mapping of the infrastructure elements attributable to each of the Infrastructure Districts is included in the Appendices of this report. Maps include an overall District Infrastructure Map as well as individual maps for each of the roadway, water, sanitary sewer and stormwater assets for that district.

Roadways

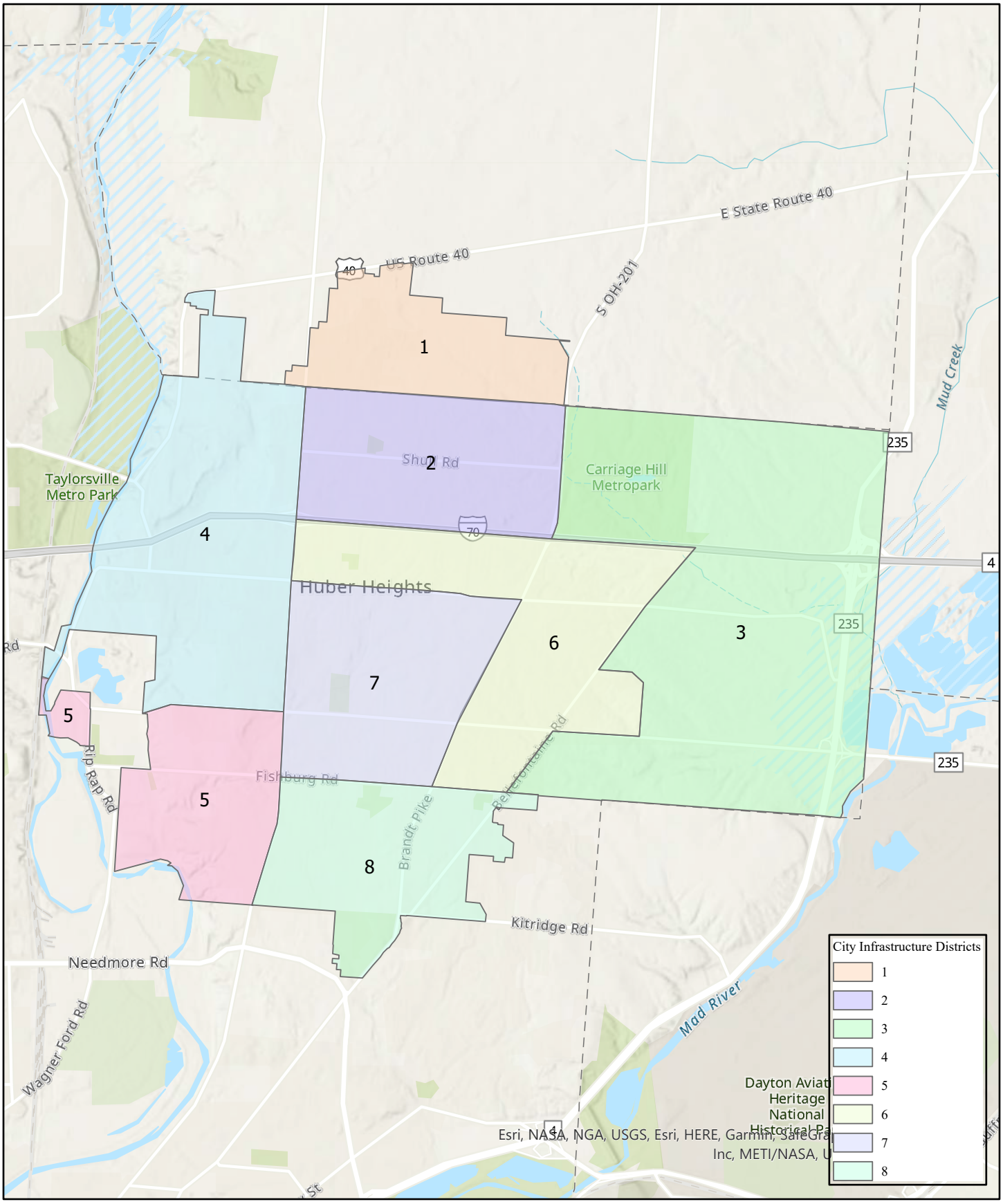
The city's roadway network provides critical access for people and goods to reach homes and businesses throughout the city. These residences and businesses rely on the roadway network to reach points inside and outside the city limits. The primary roadways that carry people and goods to points beyond the city limits are I-70, SR 202 and SR 201. A roadway segment was allocated to an Infrastructure District if it is located within that District or provided a critical, convenient link between residences and businesses within the district to the I-70, SR 202 or SR 201 corridors.

Clarifications

- The Ohio Department of Transportation owns and maintains I-70 including grade separated interchanges with State Route 202 (SR 202) and State Route 201 (SR 201). This facility was not allocated to any of the Infrastructure Districts as it is not maintained by the city.
- US 40 and SR 4 are also significant roadway assets in the region. While the city borders on these facilities, they are not maintained by the city and were not included in the study beyond being destinations beyond the city limits that are connected to the city's primary corridors.

Figure 1

Huber Heights Infrastructure Districts



0 0.5 1 2 Miles

1 inch equals 1 miles

N

Water Infrastructure

The city's supply of potable water for residential and commercial use and fire protection throughout the city is a very interconnected system. The entire city relies on the water treatment plant to provide safe water. The entire city also relies on elevated storage tanks, booster stations, and a network of pipes 6" in diameter and larger that provide appropriate redundancy and pressure balancing to all areas of the city.

A water infrastructure asset was allocated to an Infrastructure District if it is located in that district or is a part of the water treatment or pressure-providing system for that district. All water mains 6" in diameter and larger are included in the pressure-providing system and are therefore included in each of the Infrastructure Districts. A map of all water assets is included in Appendix X. See the table of contents for a listing of the exhibits that include maps for water assets in each of the Infrastructure Districts.

Sanitary Sewer Infrastructure

The city's sanitary sewer network includes all wastewater collection infrastructure from the individual residences, businesses and facilities to the lines that leave the city carrying sewage to the Tri-Cities Northern Regional Wastewater Authority or Clark County treatment plants. The system includes gravity sewer conduits, manholes, pump stations and sanitary sewer force mains.

A sanitary sewer infrastructure asset was allocated to an Infrastructure District if it is located in that district or is a downstream asset moving flows from the district towards the outfalls from the city. The vast majority of sanitary sewer infrastructure in the city carries flows to the Tri-Cities Northern Regional Wastewater Authority treatment plant located at 3777 Needmore Rd, Dayton, OH 45424, just outside the city's southwestern corporation limits. A small portion of the city's eastern sanitary sewer system, providing service to the Centre Point 70 development and businesses along New Carlisle Pike south of I-70, leaves the city to the east to enter the Clark County system just north of the Artz and SR 235 intersection.

Stormwater Infrastructure

The city's stormwater infrastructure network includes all publicly maintained open and closed drainage systems that carry rainwater from properties within the city limits to tributaries of the Great Miami River and Mad River as they exit the city corporation limits. The city's storm water system relies entirely on gravity flows and includes catch basins, manholes, storm sewer conduits, open channels and culverts within public right of way.

A storm sewer infrastructure asset was allocated to an Infrastructure District if it is located in that district or is a downstream asset moving flows from the district towards the outfalls from the city. Culverts carrying water under city owned and maintained roadways were included in the infrastructure asset assignments for Infrastructure Districts that drain to that location.

GIS MAP INTERFACE

The volume of infrastructure assets included in the city's dataset suggests that map-based presentations and management of the data will be the most effective. The LJB team applied additional data fields to the city's existing GIS information to allocate each asset to one or more Infrastructure Districts. This approach will allow the city to re-integrate the data into their existing system and apply similar approaches to modified or additional elements that are added. It will also allow city staff to query and produce maps and datasets according to the various District assignments.

Coding of Infrastructure Assets

Utility assets were assigned a code, which is viewable in the asset attribute field “Infrastructure Support District”, identifying the infrastructure district of origin. For road, storm and sanitary sewer assets, lines of continuity were followed until the utility assets exited the city boundary or ended at a body of water or processing facility. Codes were assigned to each segment in that path relating to the infrastructure district of origin, providing a clear path of asset origin to termination as defined earlier.

Query Process

To query assets, LJB first sorted by infrastructure district of origin by selecting the corresponding value from the “Infrastructure Support District” attribute field, thus showing all assets located within the boundaries of the district of interest. Next LJB added additional querying statements to show the path from origin to termination by selecting the corresponding value for “Support District” attribute fields 1-4. When structured correctly, the querying statement selects assets from the infrastructure district of origin and the accompanying assets required to perform a trace from infrastructure district of origin to point of termination.

Queried shapefile layers have been provided for each Infrastructure Support District.

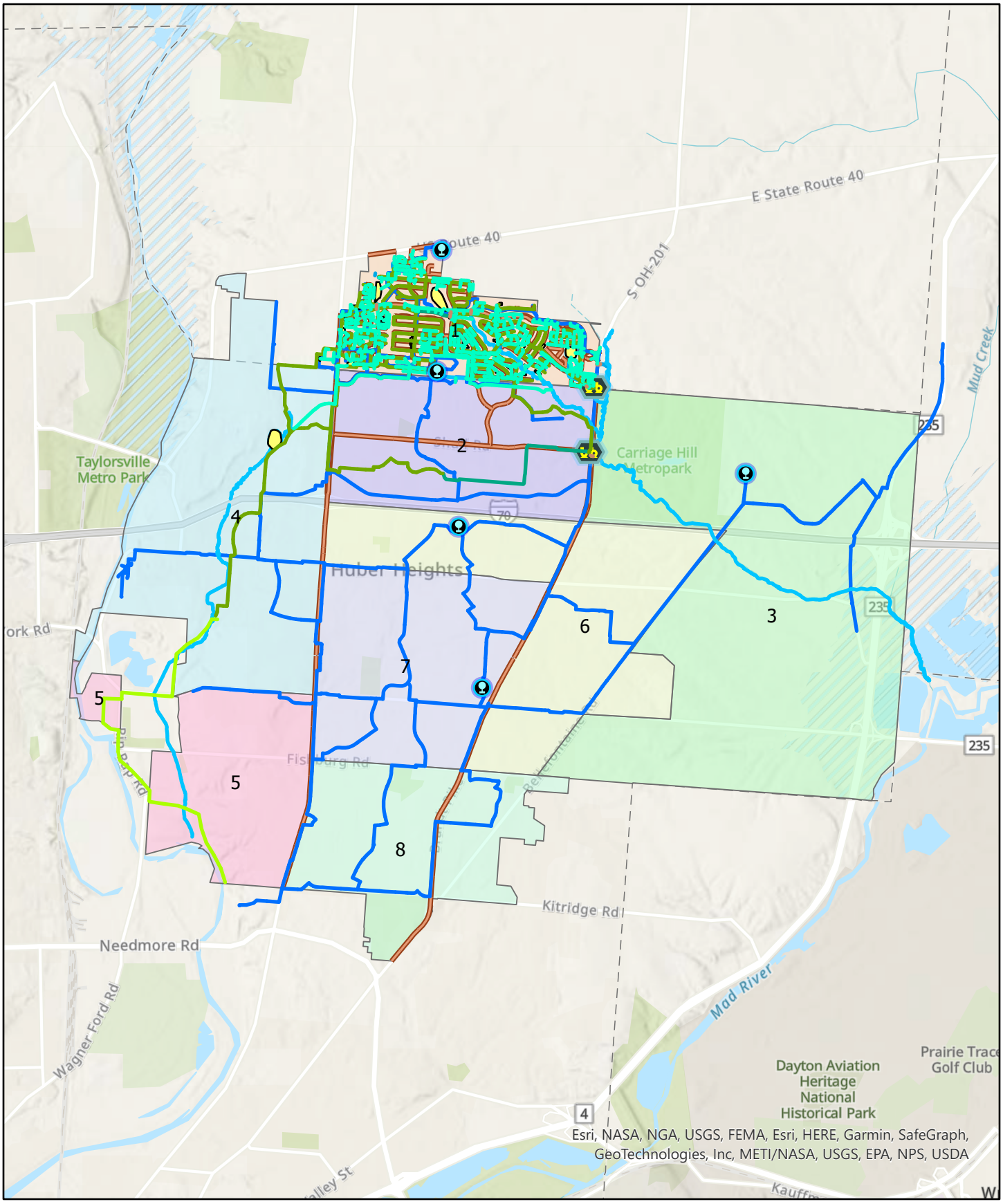
Appendix A

Infrastructure District 1

We think bigger.

Appendix A

Infrastructure District 1 - Overview



- Enclosed Storage Facility
- District 1 Lift Stations
- District 1 Water Distribution Mains
- District 1 Stormwater Mains
- District 1 Rivers
- District 1 Culverts
- District 1 Channels
- District 1 Sanitary Gravity Mains
- District 1 Force Mains
- District 1 Tri Cities Gravity Mains
- District 1 Roads
- District 1 Basins

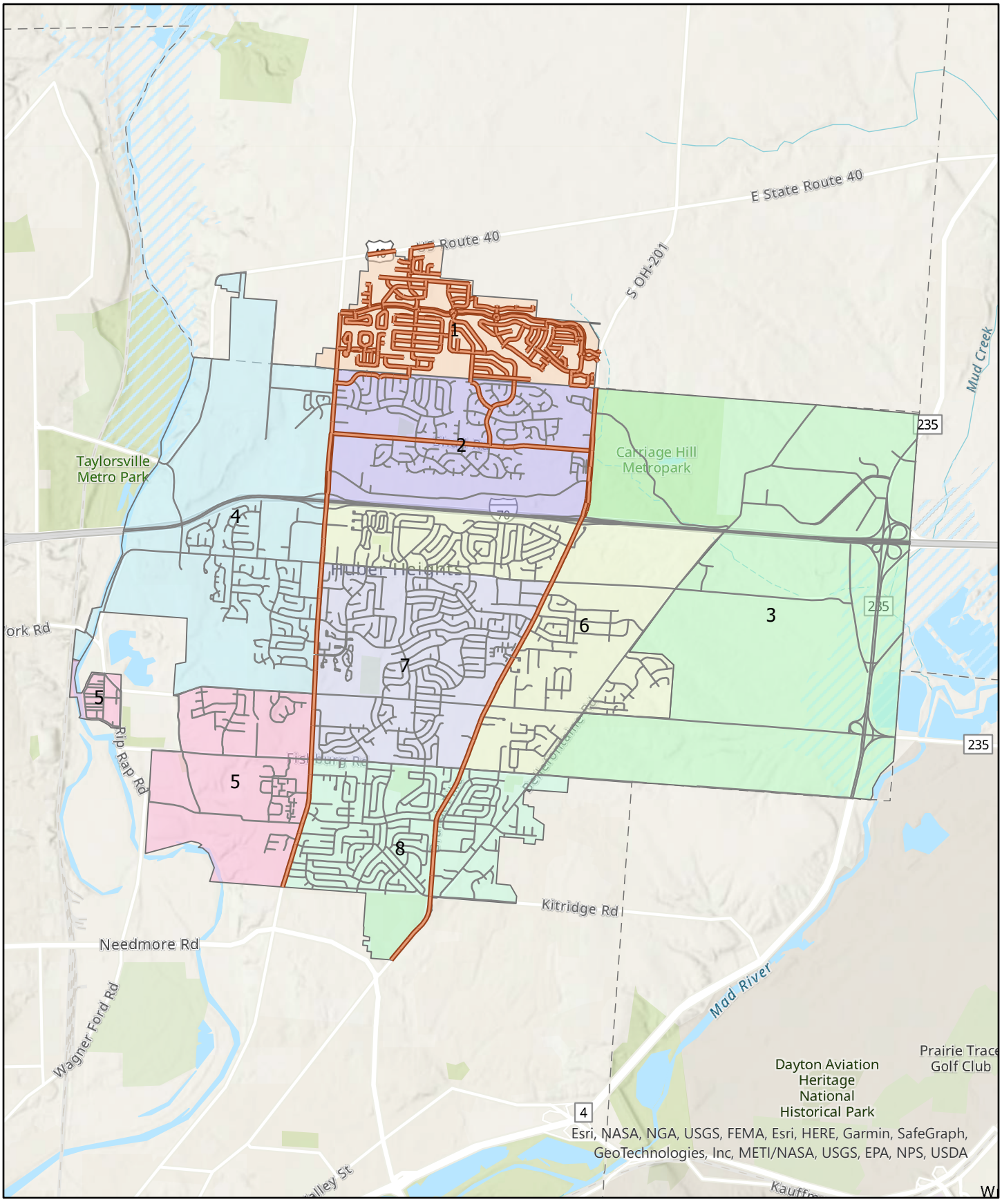
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix A

Infrastructure District 1 - Roads



District 1 Roads

Huber Heights Streets

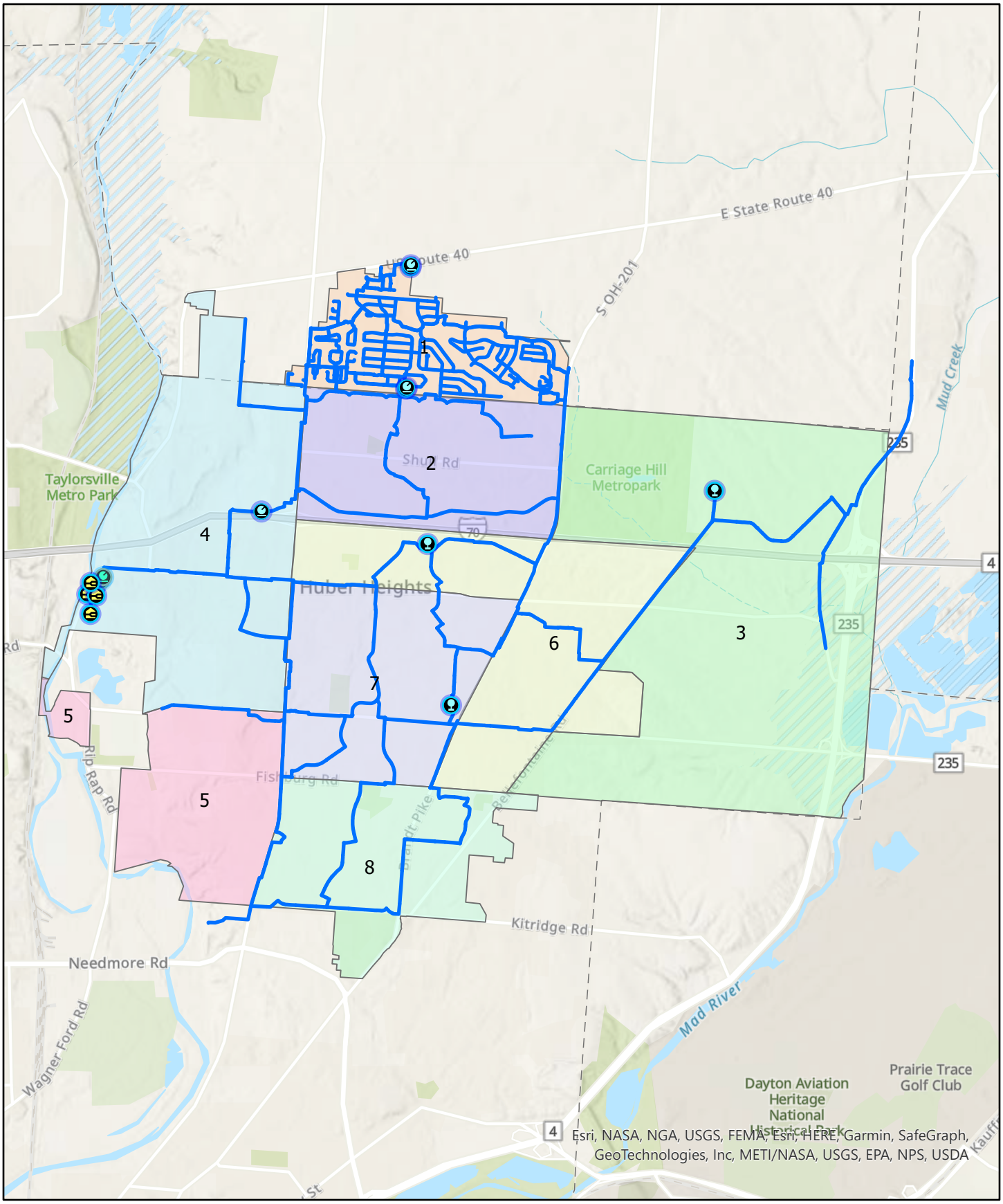
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1 inch equals 1 miles

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Appendix A

Infrastructure District 1 - Water



- Enclosed Storage Facility
- Intake
- Meter Station
- Production Well
- Pump Station
- Storage Basin
- Treatment Plant
- Water Distribution Mains

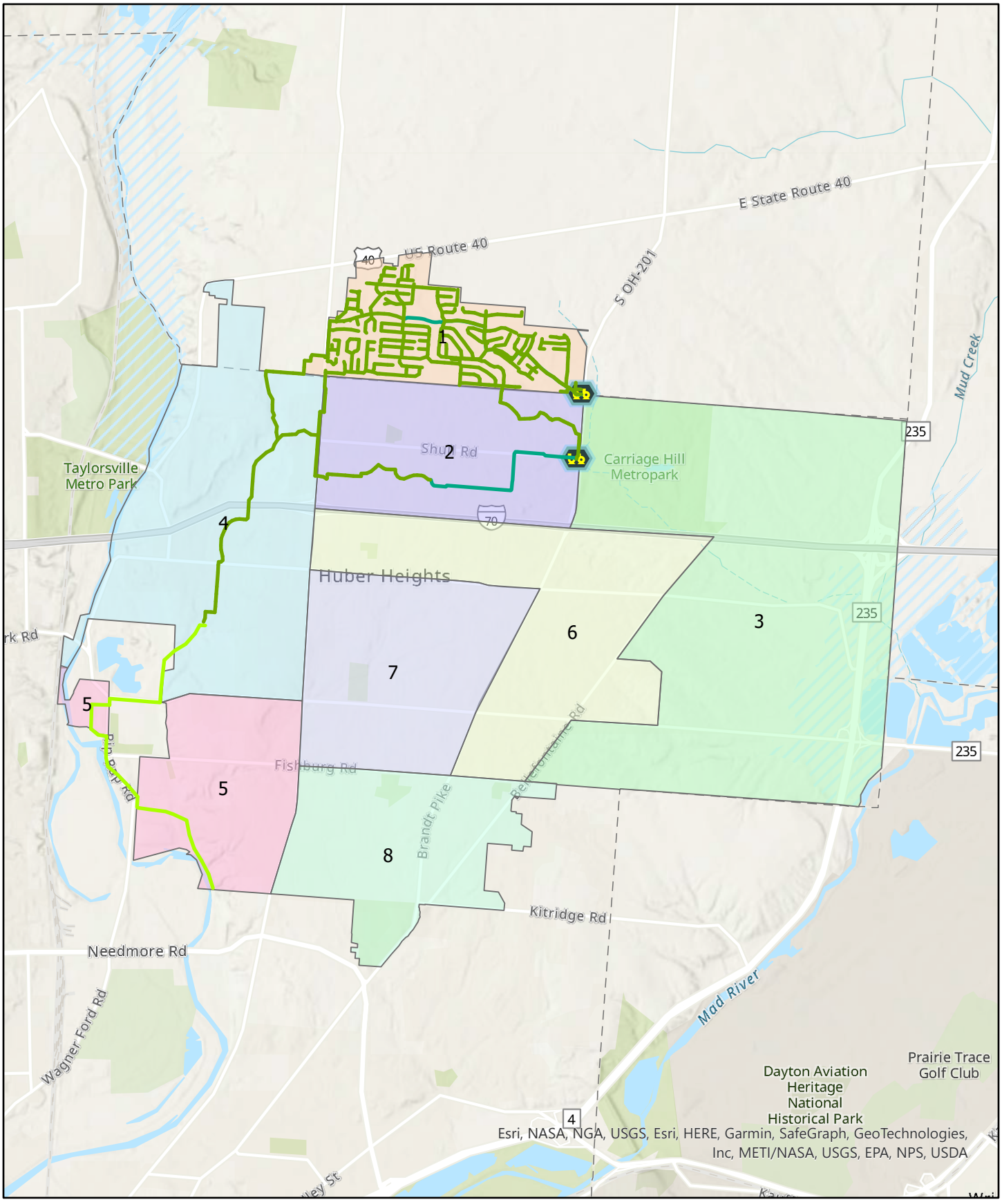
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1 inch equals 1 miles

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Appendix A

Infrastructure District 1 - Sanitary Sewer



District 1 Gravity Mains
District 1 Force Mains
District 1 Lift Stations
District 1 Tri Cities Gravity Mains

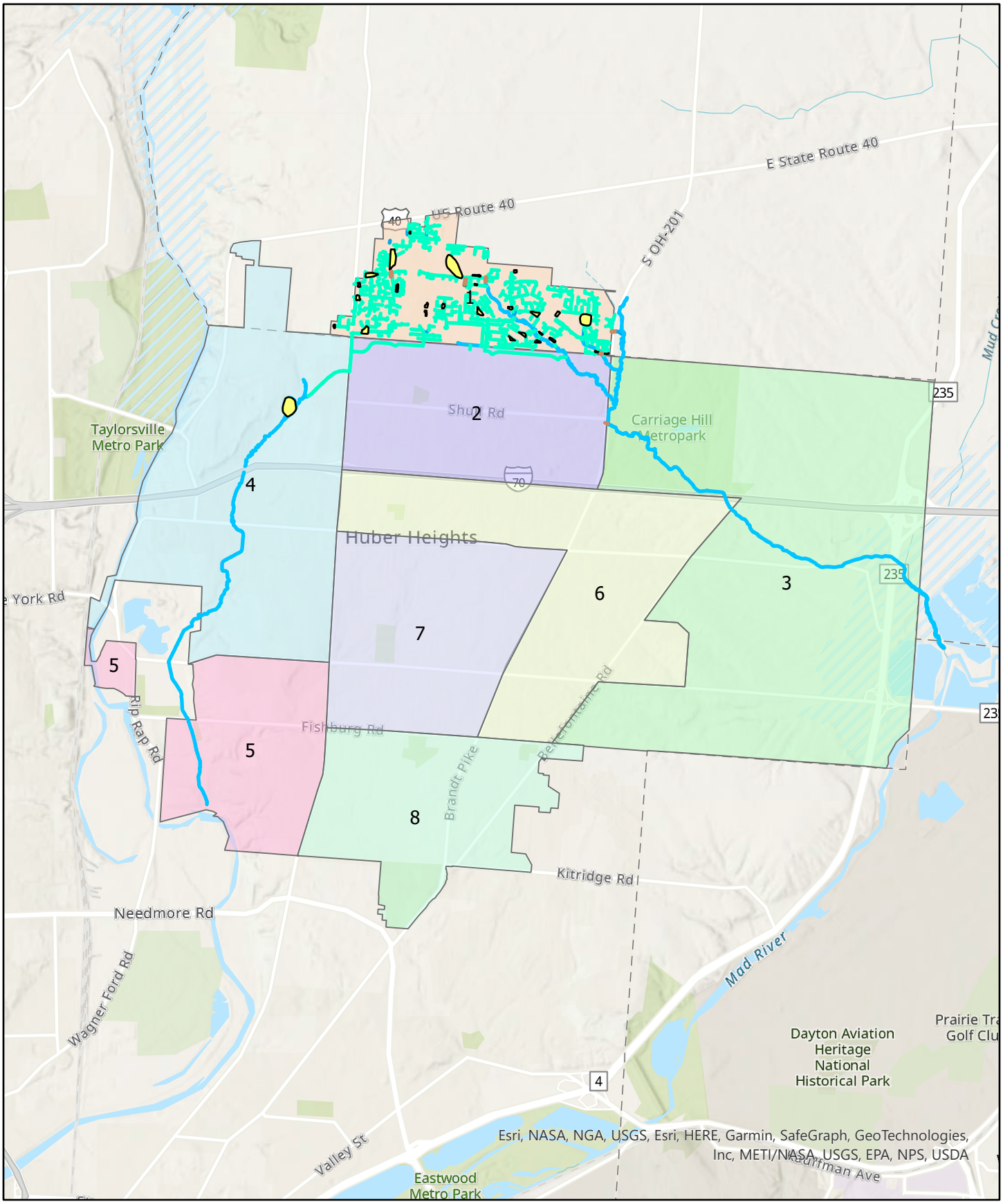
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1 inch equals 1 miles

N

Appendix A

Infrastructure District 1 - Stormwater



District 1 Stormwater Mains
District 1 Channels
District 1 Rivers
District 1 Basins
District 1 Culverts

0 0.5 1 2 Miles

1 inch equals 1 miles

N

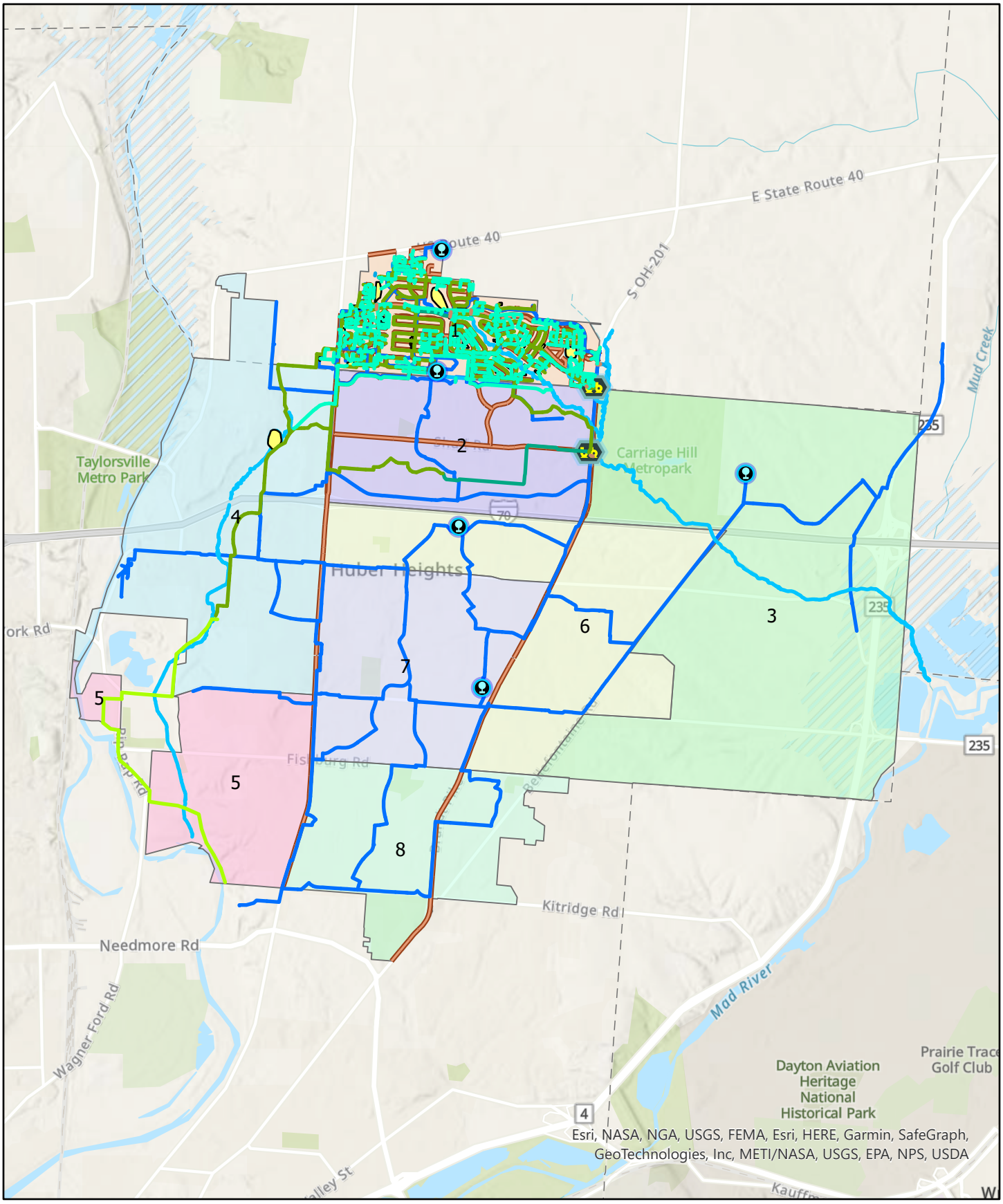
Appendix B

Infrastructure District 2

We think bigger.

Appendix A

Infrastructure District 1 - Overview



- Enclosed Storage Facility
- District 1 Lift Stations
- District 1 Water Distribution Mains
- District 1 Stormwater Mains
- District 1 Rivers
- District 1 Culverts
- District 1 Channels
- District 1 Sanitary Gravity Mains
- District 1 Force Mains
- District 1 Tri Cities Gravity Mains
- District 1 Roads
- District 1 Basins

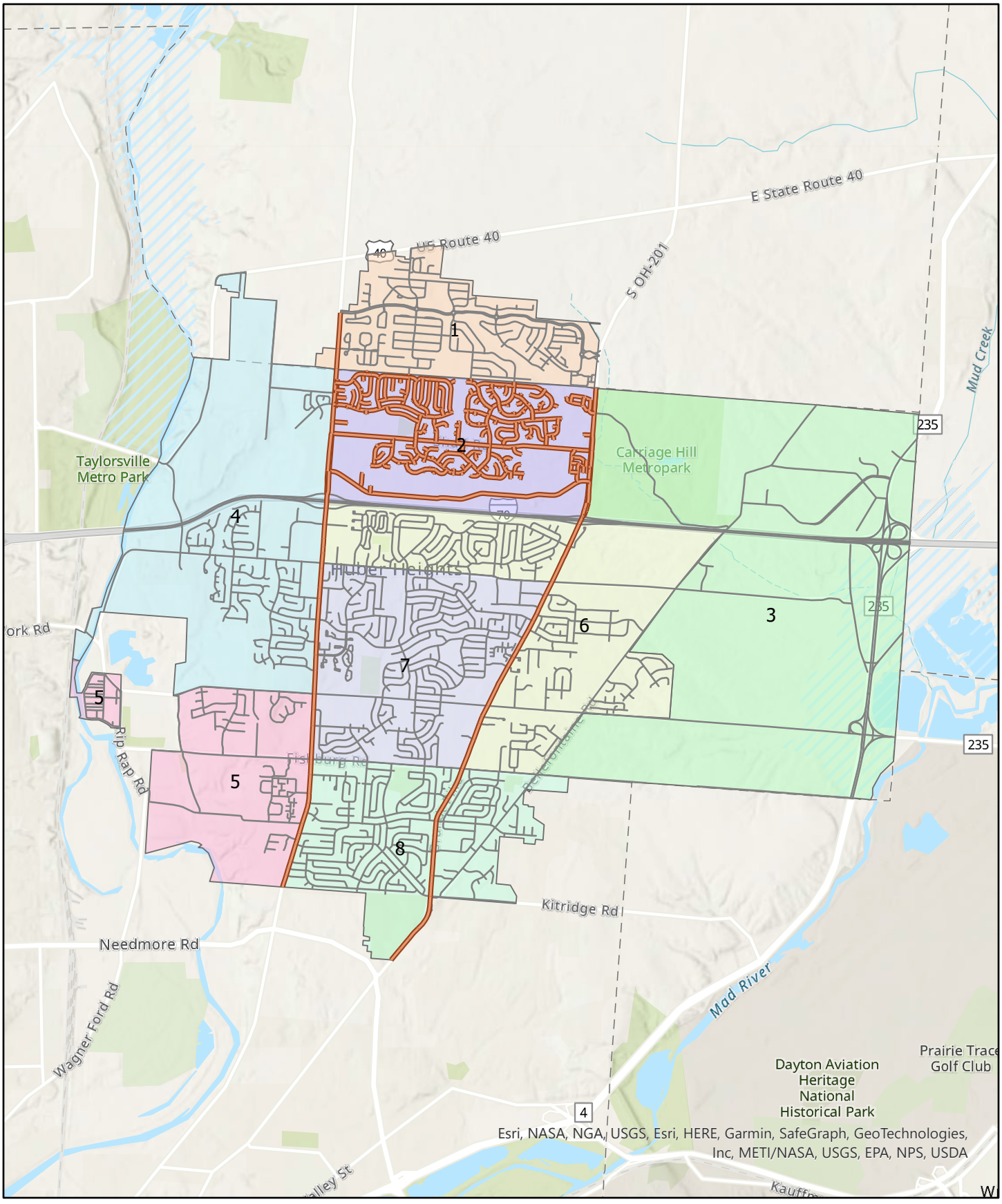
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1 inch equals 1 miles

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Appendix B

Infrastructure District 2 - Roads



District 2 Roads

Huber Heights Streets

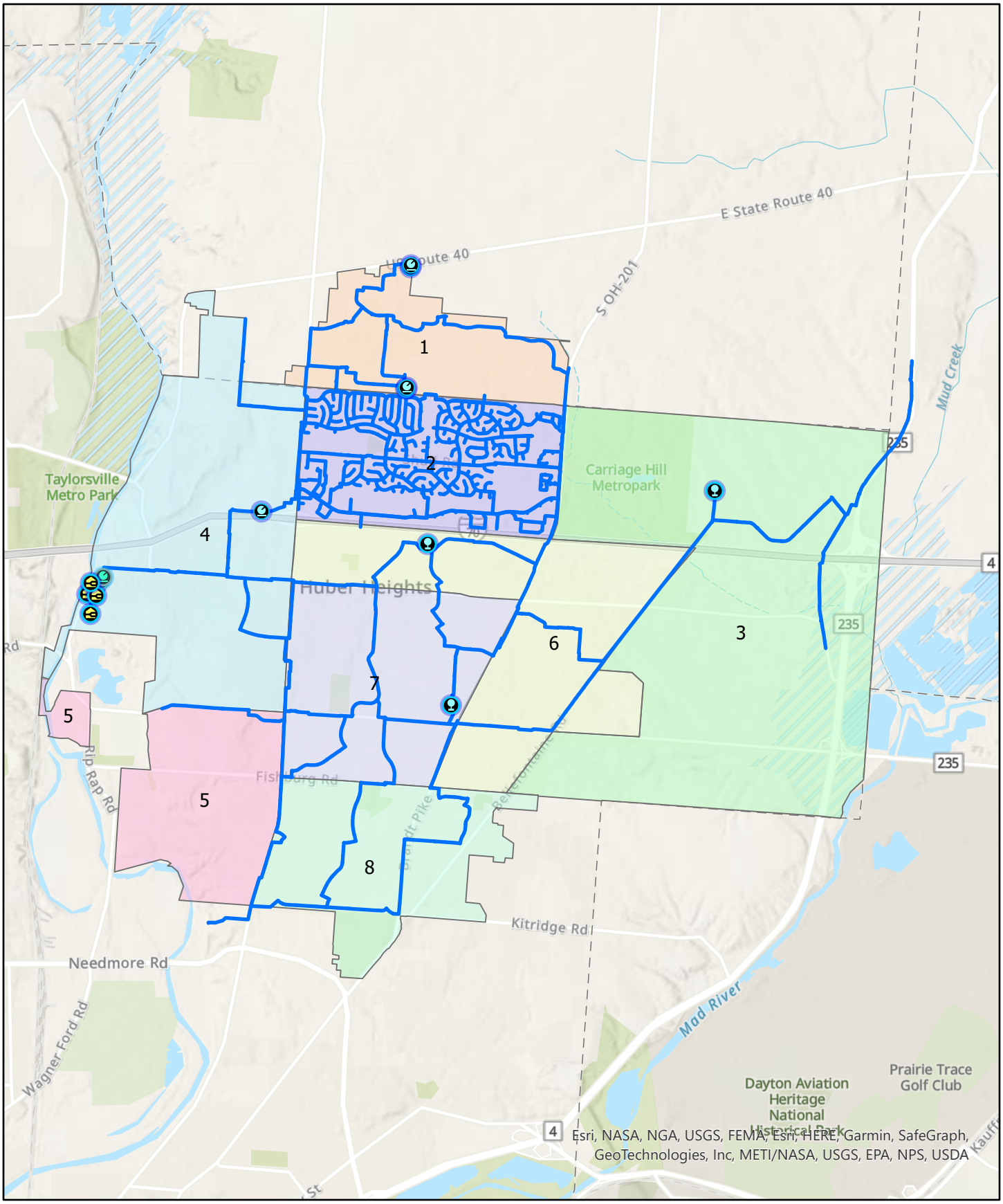
0 0.5 1 2 Miles

1 inch equals 1 miles

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Appendix B

Infrastructure District 2 - Water



- Enclosed Storage Facility
- Intake
- Meter Station
- Production Well
- Pump Station
- Storage Basin
- Treatment Plant
- Water Distribution Mains

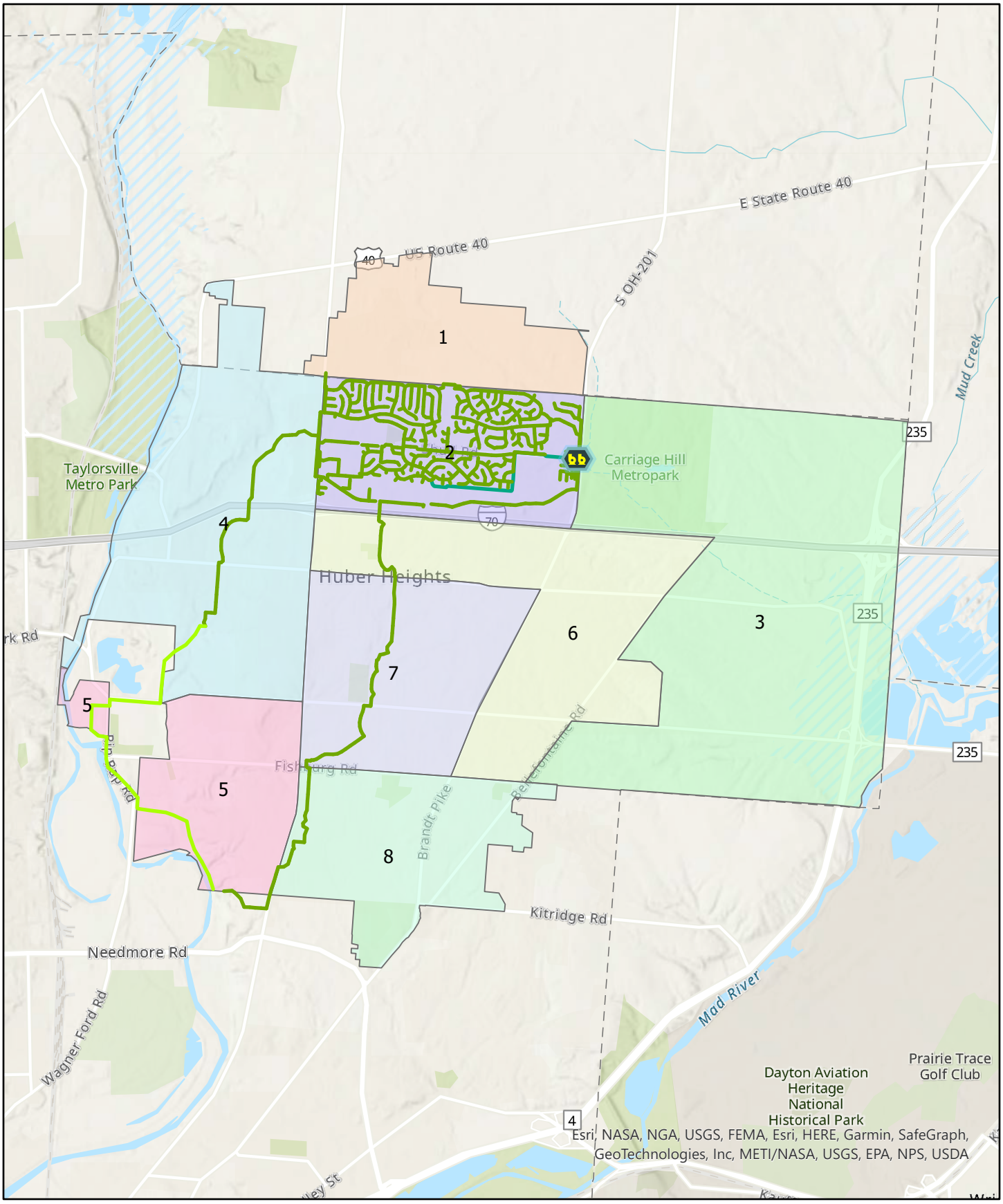
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1 inch equals 1 miles

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Appendix B

Infrastructure District 2 - Sanitary Sewer



District 2 Gravity Mains
District 2 Force Mains
District 2 Lift Stations
District 2 Tri Cities Gravity Mains

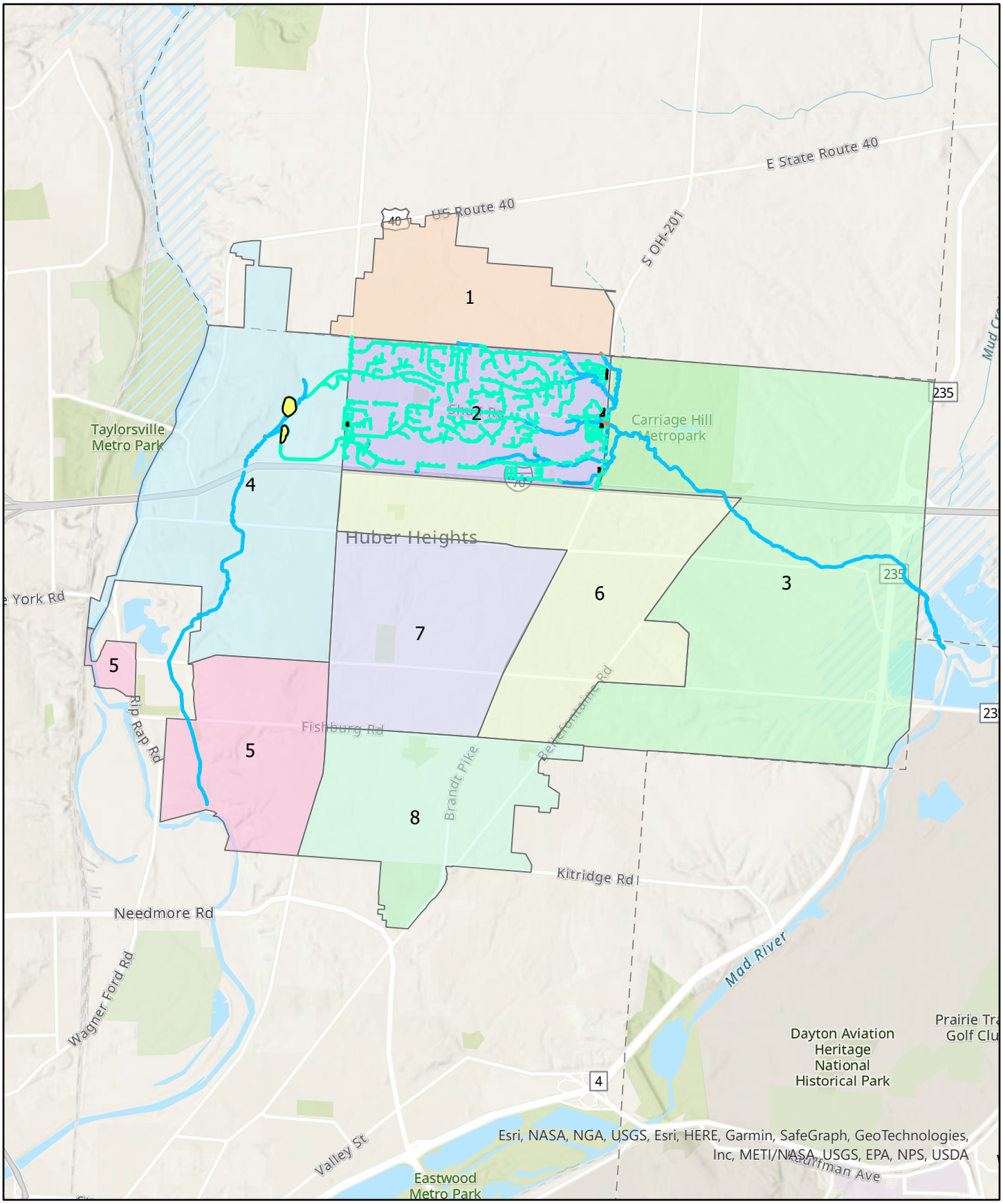
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1 inch equals 1 miles

N

Appendix B

Infrastructure District 2 - Stormwater



District 2 Stormwater Mains
District 2 Channels
District 2 Rivers
District 2 Basins
District 2 Culverts

0 0.5 1 2 Miles

1 inch equals 1 miles

N

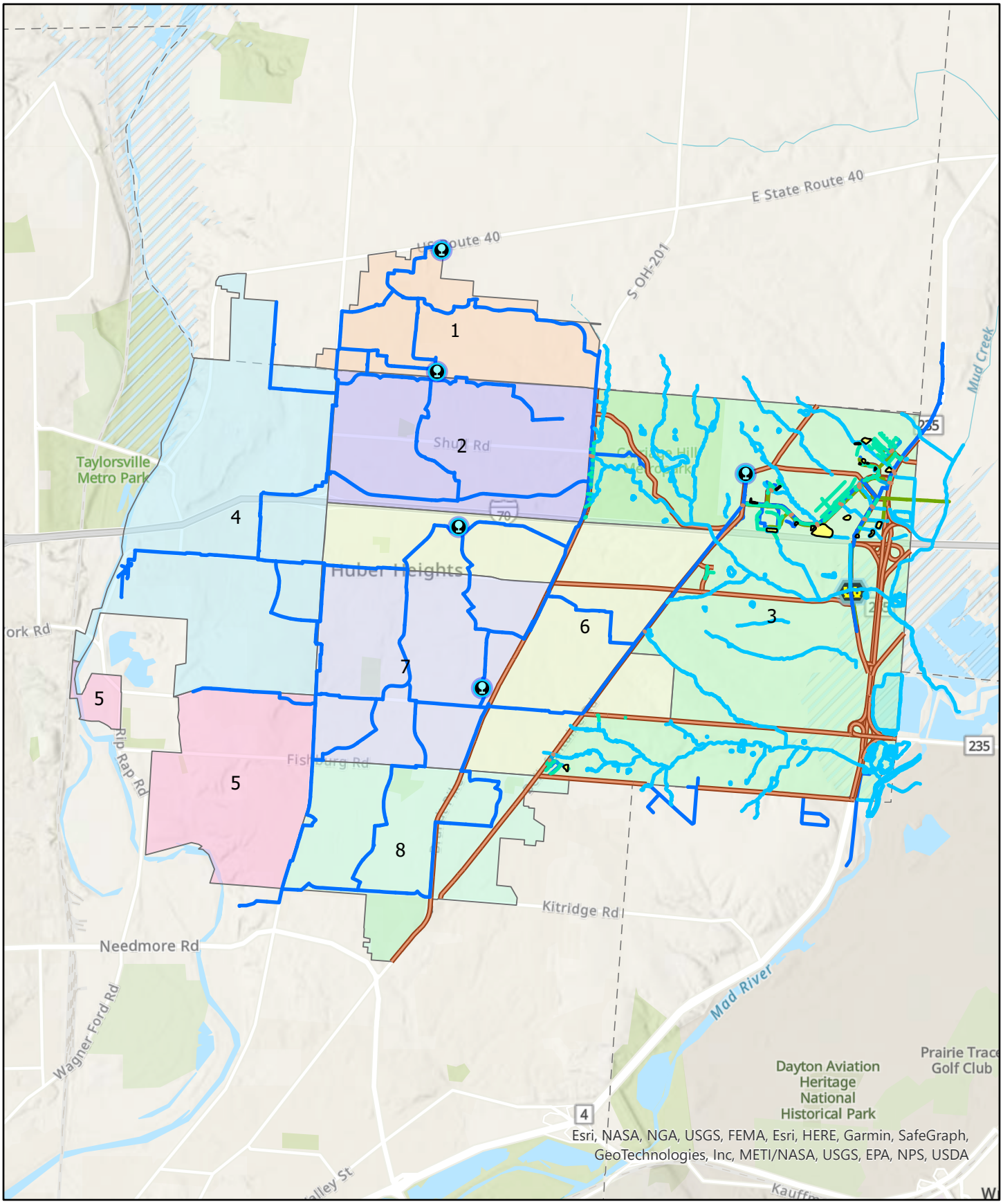
Appendix C

Infrastructure District 3

We think bigger.

Appendix C

Infrastructure District 3 - Overview



- Enclosed Storage Facility
- District 3 Lift Station
- District 3 Water Distribution Mains
- District 3 Stormwater Mains
- District 3 Rivers
- District 3 Culverts
- District 3 Channels
- District 3 Force Main
- District 3 Sanitary Gravity Main
- District 3 Roads
- District 3 Basins

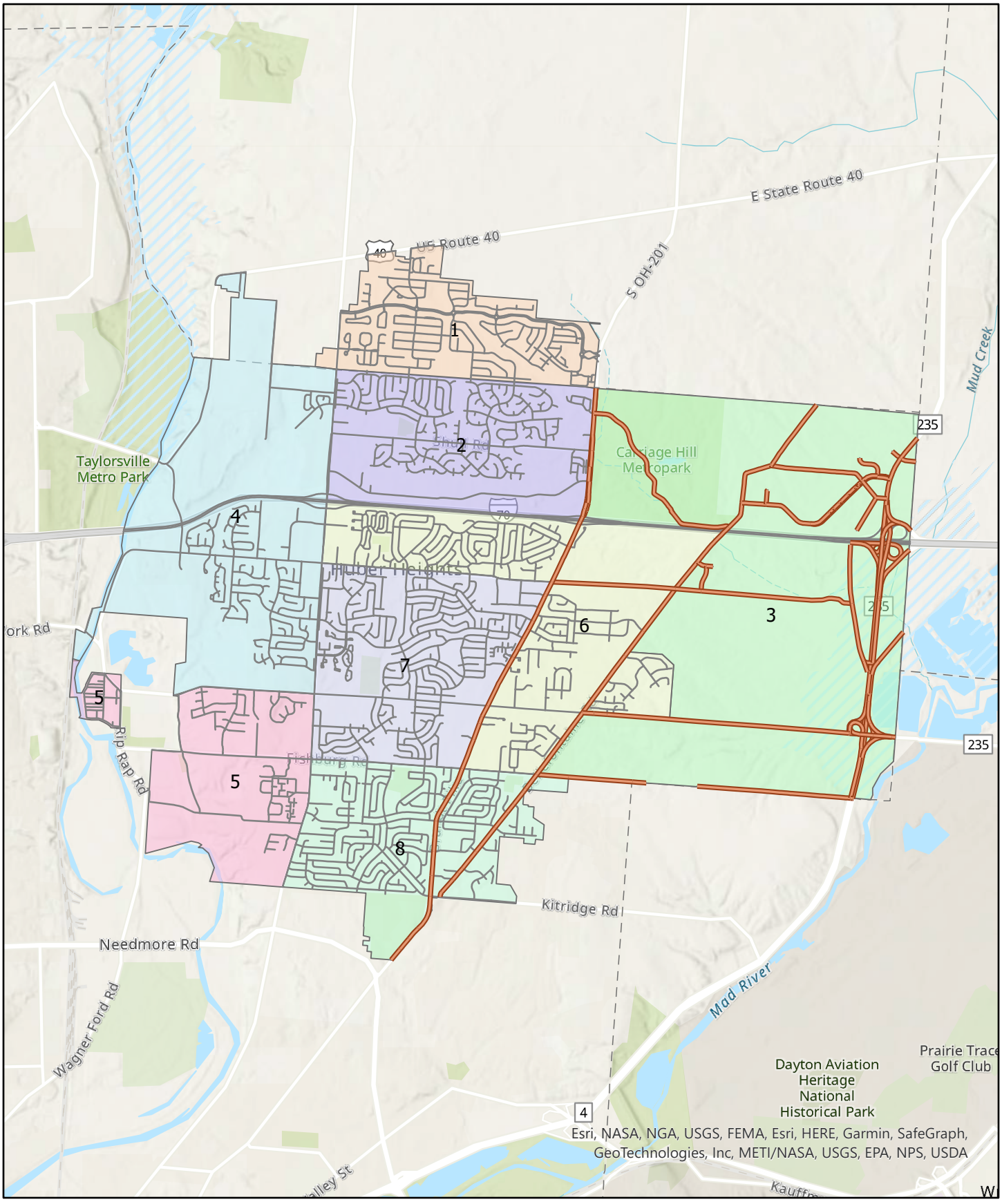
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1 inch equals 1 miles

N

Appendix C

Infrastructure District 3 - Roads



District 3 Roads

Huber Heights Streets

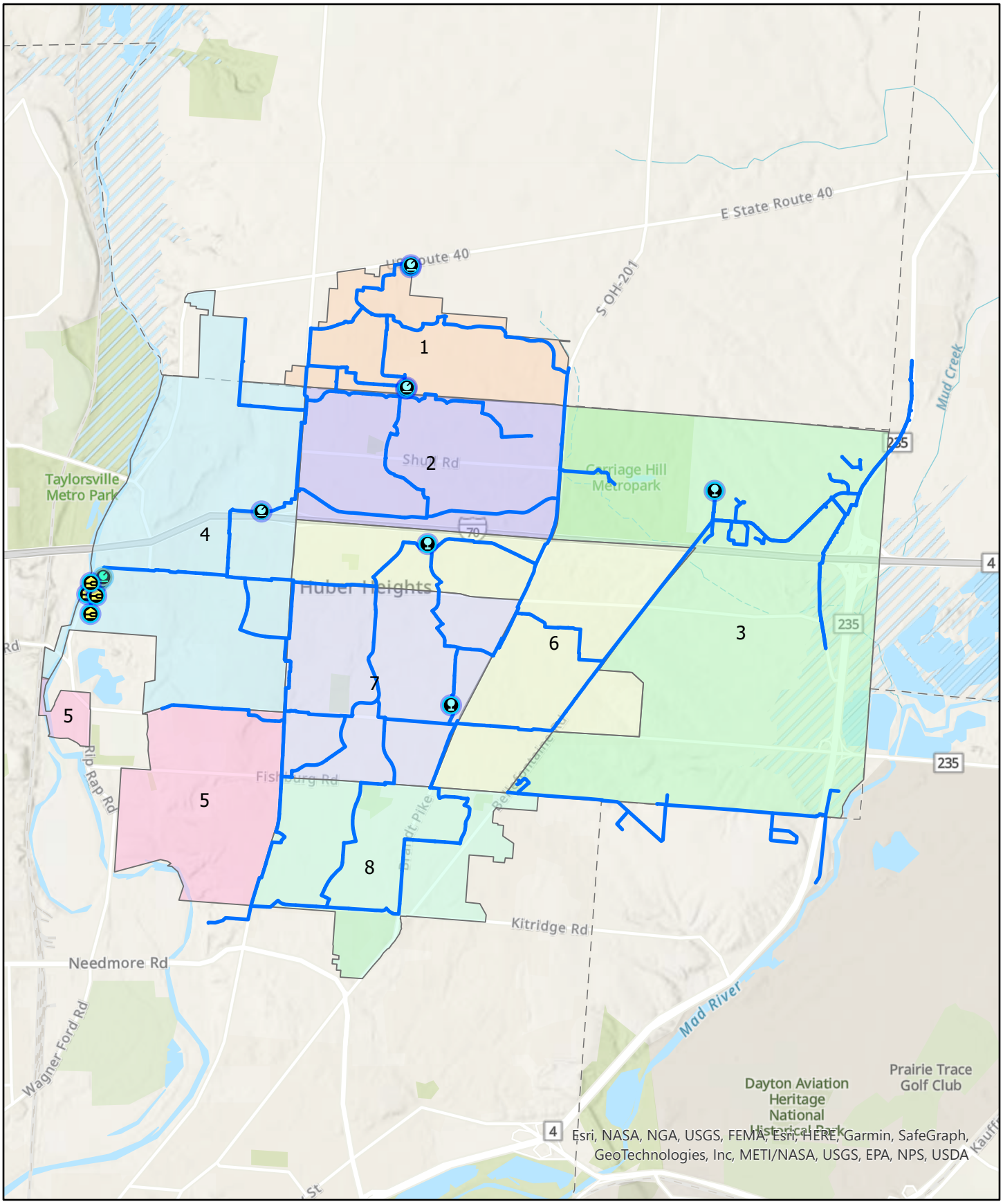
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1 inch equals 1 miles

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Appendix C

Infrastructure District 3 - Water



- Enclosed Storage Facility
- Intake
- Meter Station
- Production Well
- Pump Station
- Storage Basin
- Treatment Plant
- Water Distribution Mains

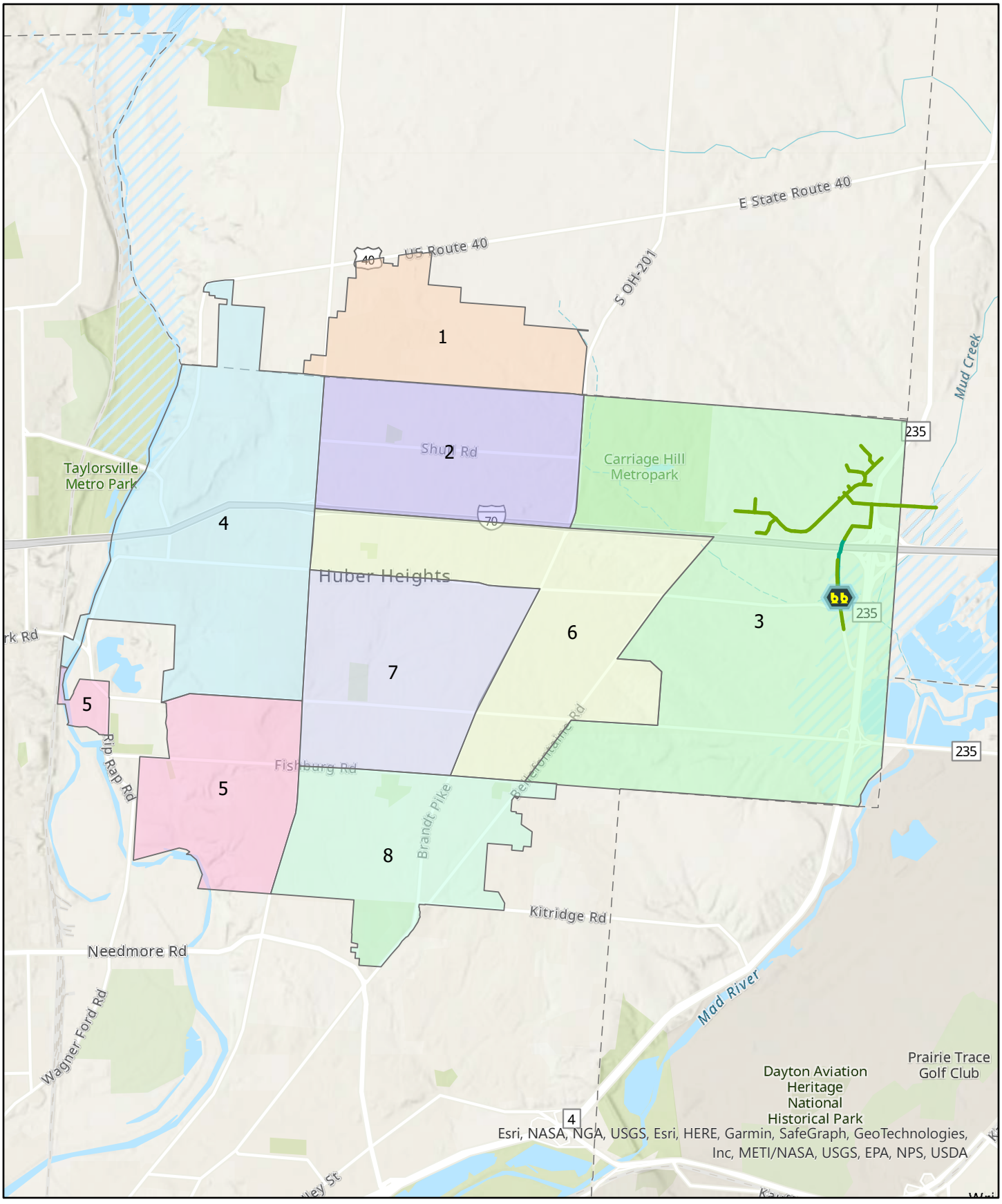
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1 inch equals 1 miles

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Appendix C

Infrastructure District 3 - Sanitary Sewer



District 3 Gravity Main
District 3 Force Main
District 3 Lift Station

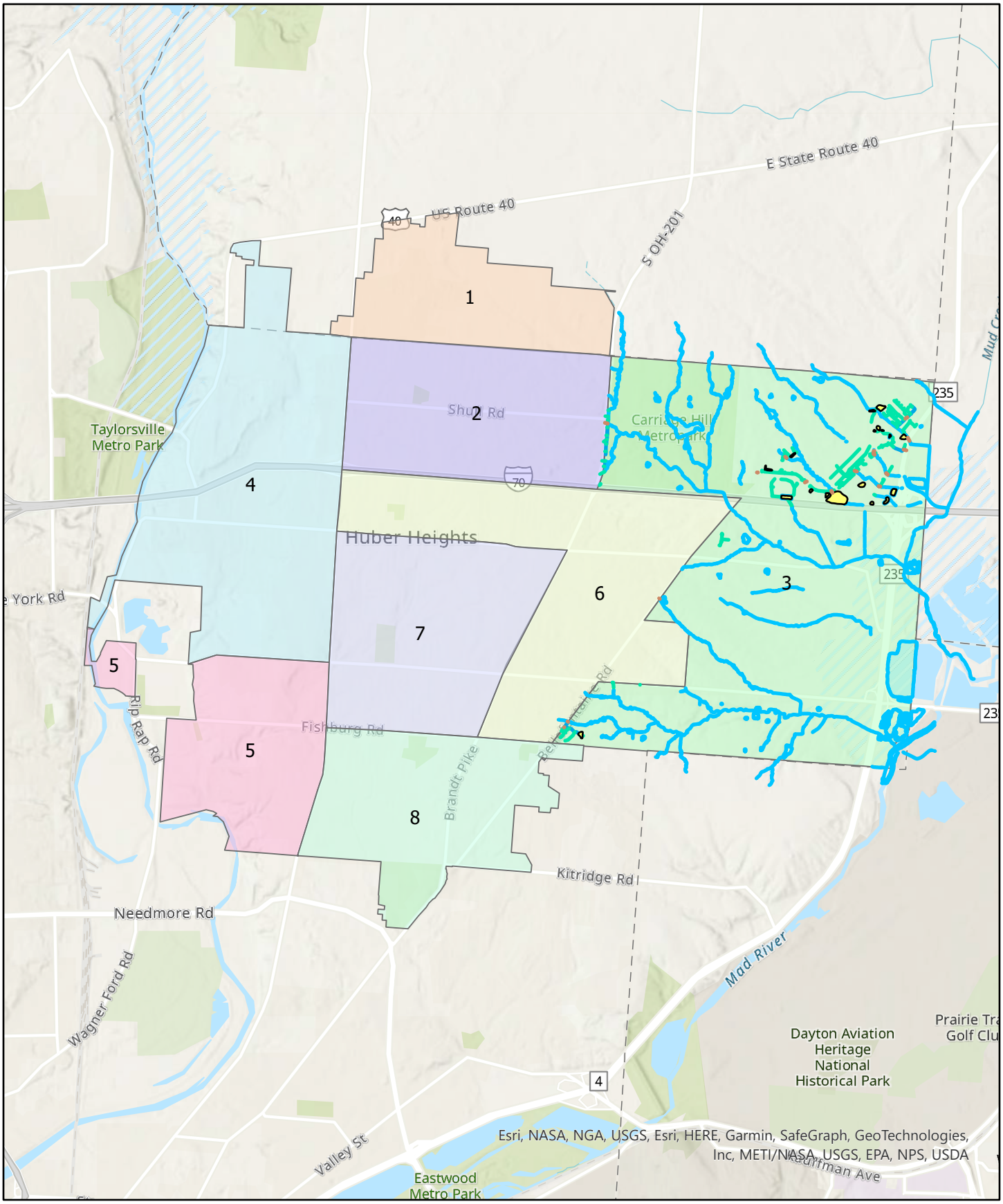
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1 inch equals 1 miles

N

Appendix C

Infrastructure District 3 - Stormwater



District 3 Stormwater Mains
District 3 Channels
District 3 Rivers
District 3 Basins
District 3 Culverts

0 0.5 1 2 Miles

1 inch equals 1 miles

N

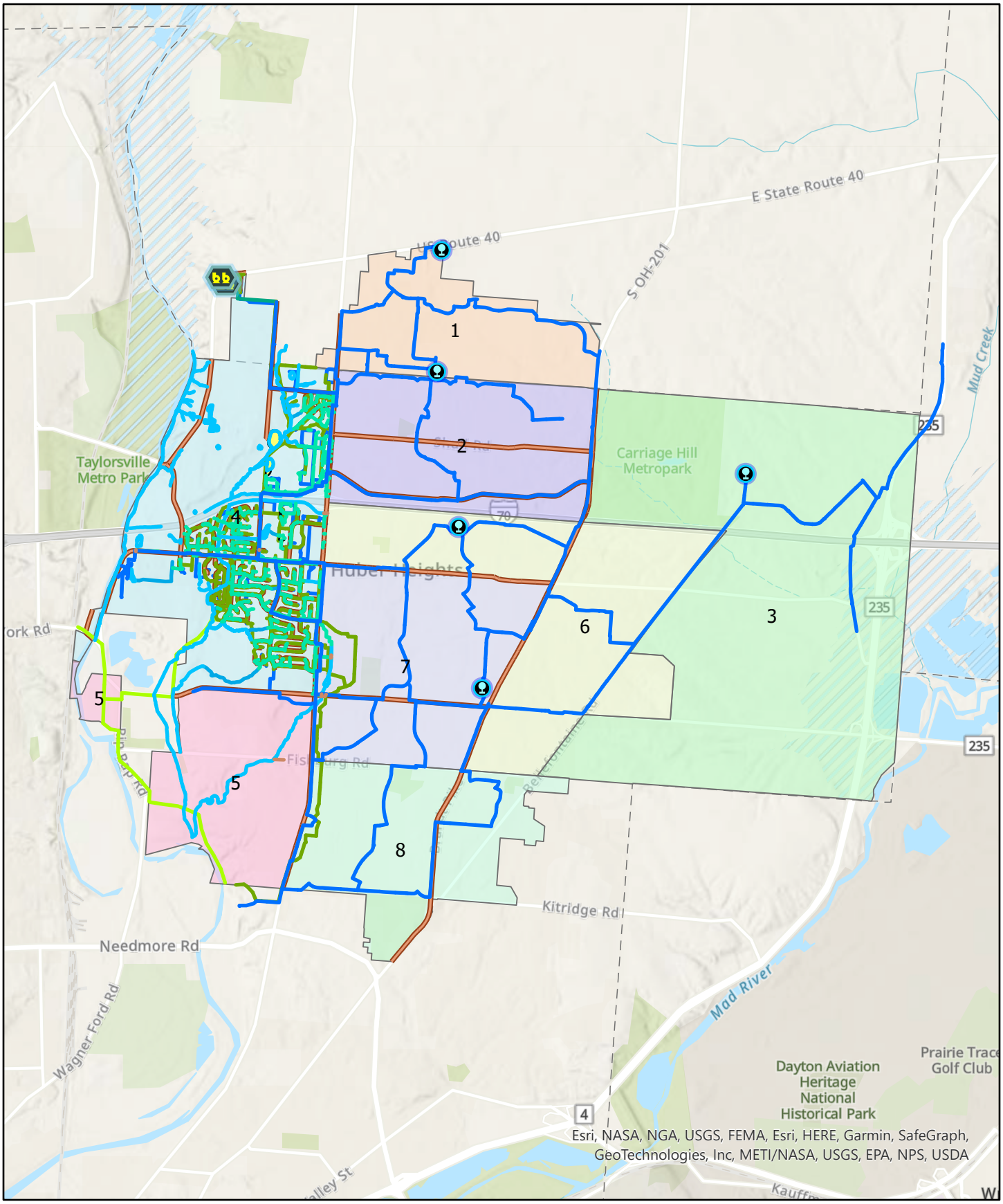
Appendix D

Infrastructure District 4

We think bigger.

Appendix D

Infrastructure District 4 - Overview



- Enclosed Storage Facility
- District 4 Lift Stations
- District 4 Water Distribution Mains
- District 4 Stormwater Mains
- District 4 Rivers
- District 4 Culverts
- District 4 Channels
- District 4 Sanitary Gravity Mains
- District 4 Force Mains
- District 4 Tri Cities Gravity Mains
- District 4 Roads
- District 4 Basins

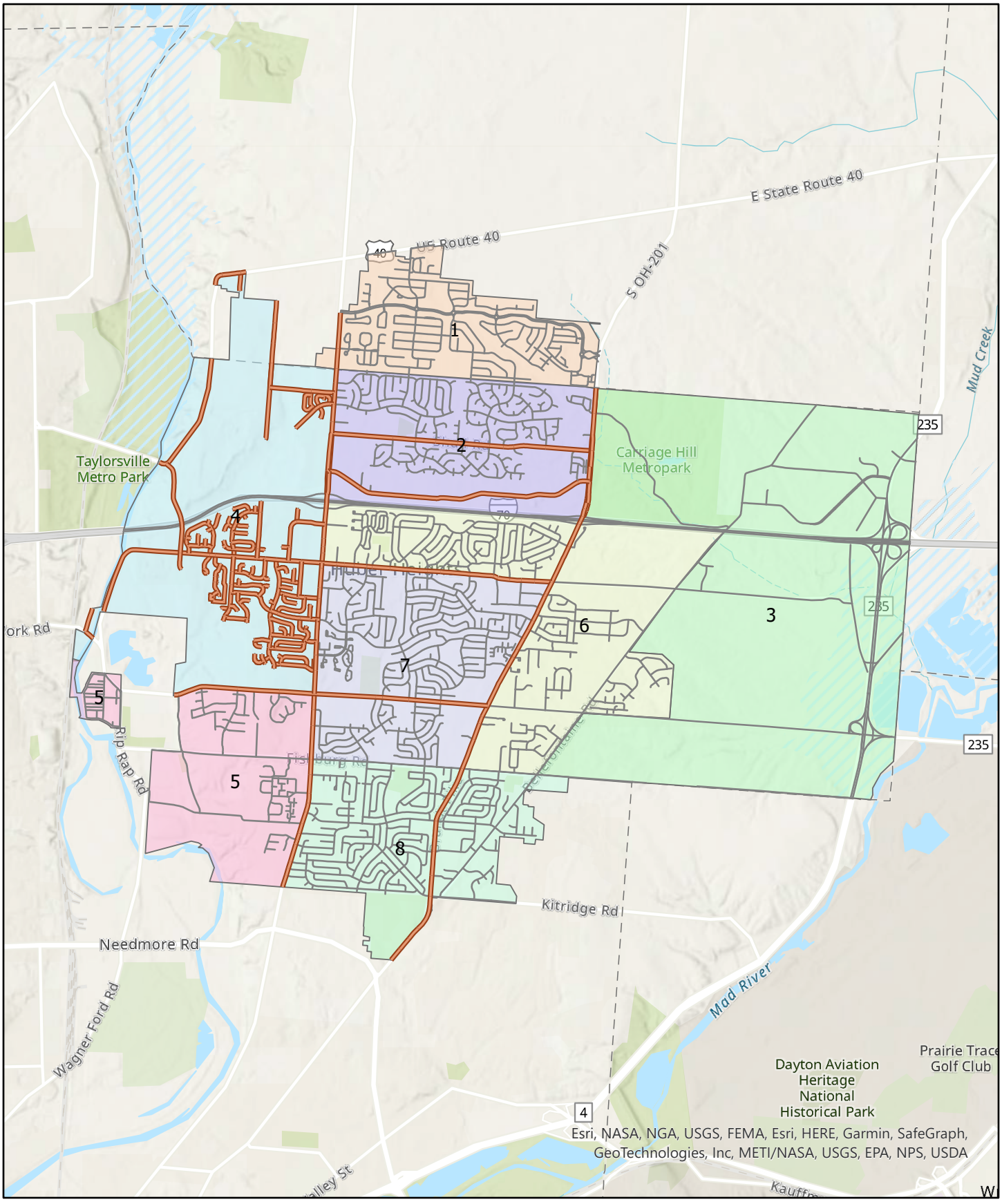
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix D

Infrastructure District 4 - Roads



District 4 Roads

Huber Heights Streets

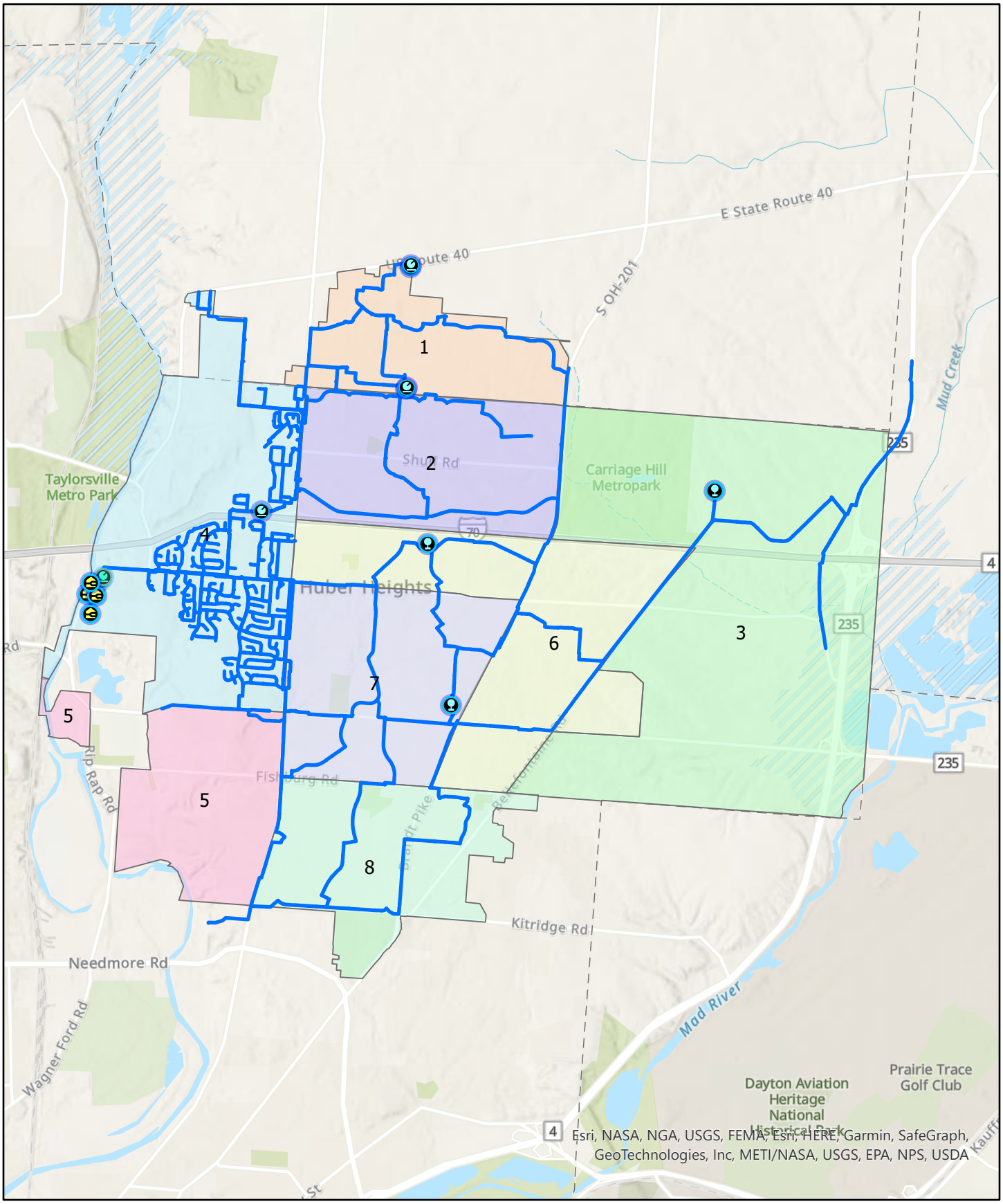
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix D

Infrastructure District 4 - Water



- Enclosed Storage Facility
- Intake
- Meter Station
- Production Well
- Pump Station
- Storage Basin
- Treatment Plant
- Water Distribution Mains

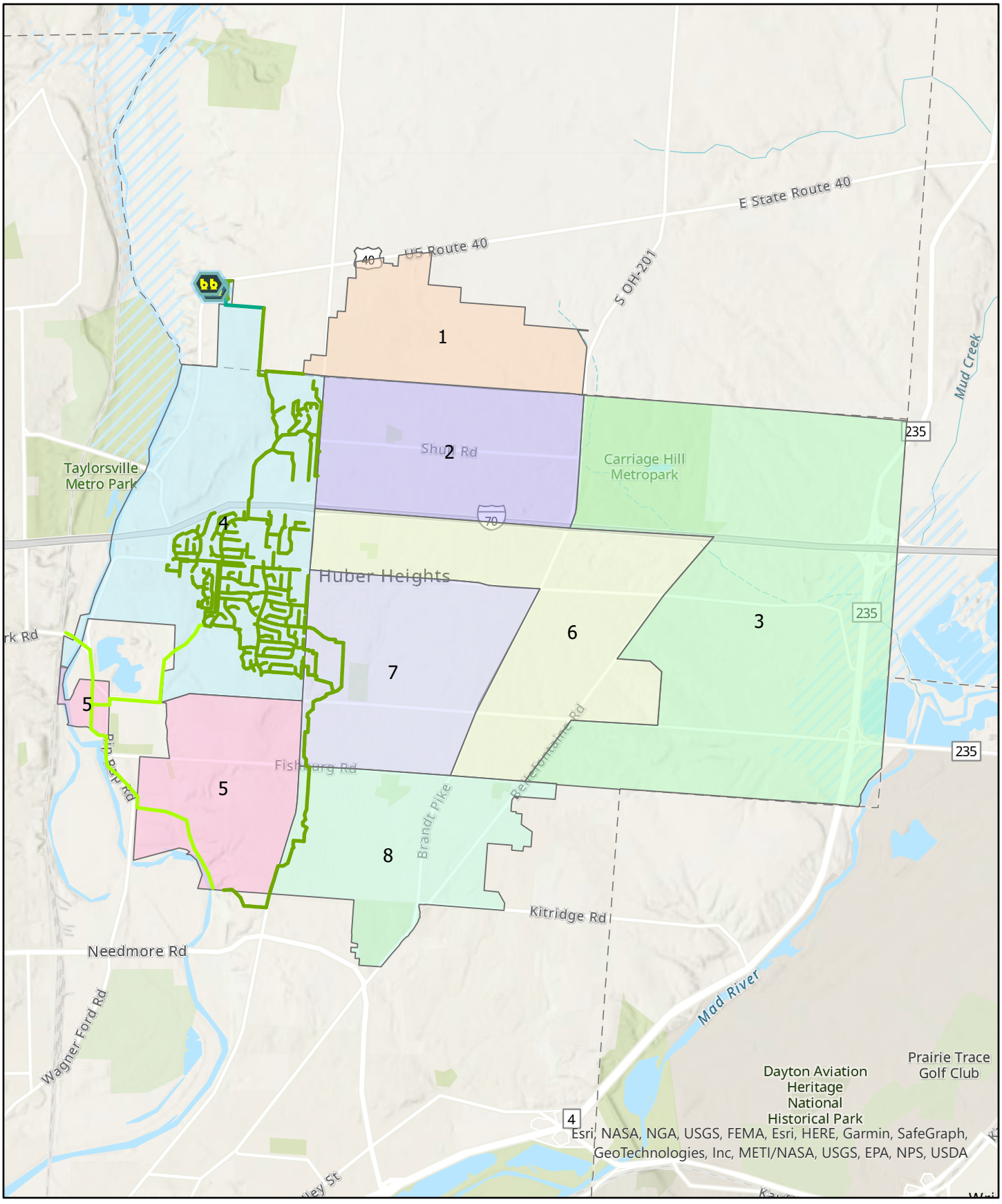
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix D

Infrastructure District 4 - Sanitary Sewer



District 4 Gravity Mains
District 4 Force Mains
District 4 Lift Stations
District 4 Tri Cities Gravity Mains

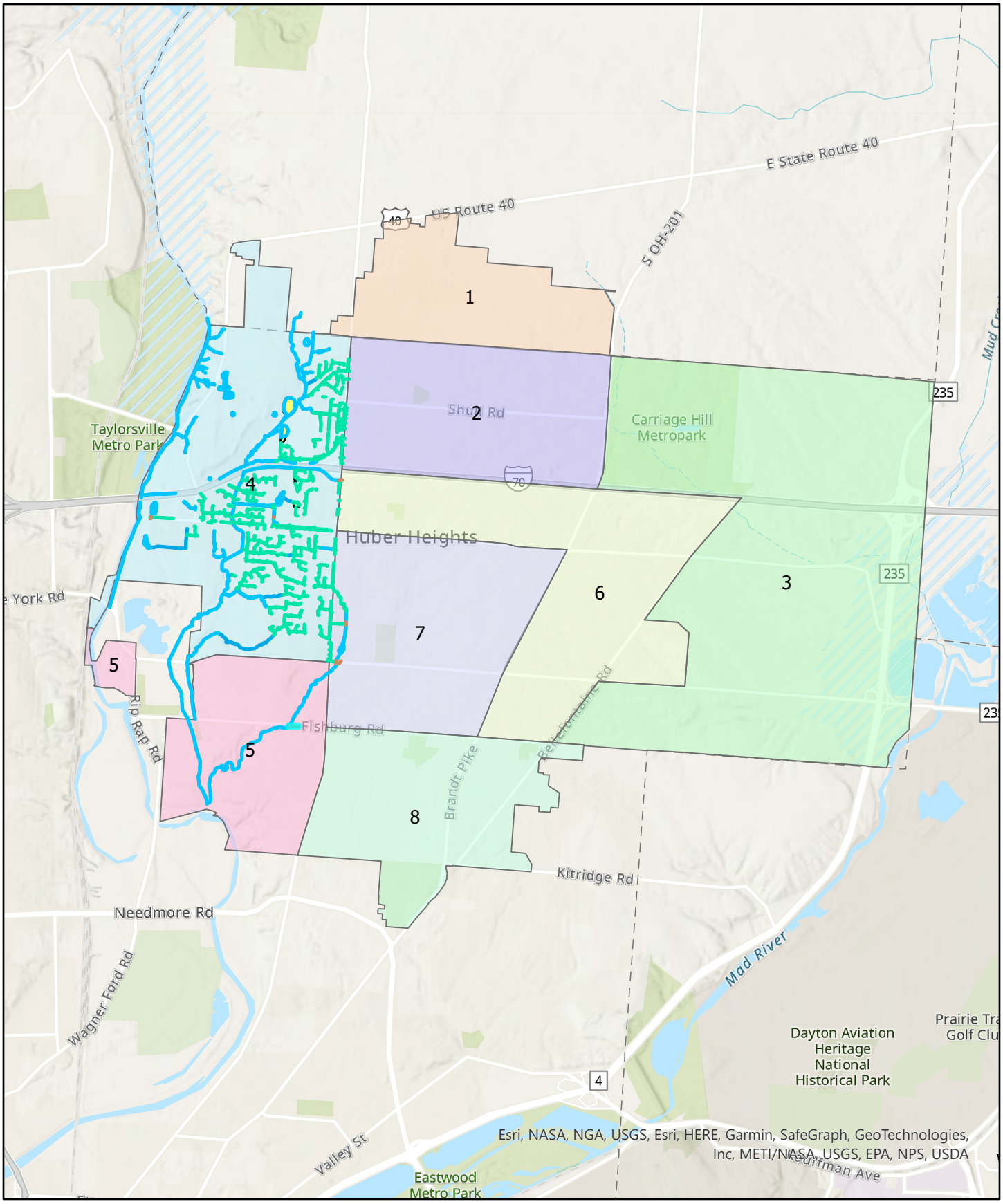
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix D

Infrastructure District 4 - Stormwater



District 4 Stormwater Mains
District 4 Channels
District 4 Rivers
District 4 Basins
District 4 Culverts

0 0.5 1 2 Miles

1 inch equals 1 miles

N

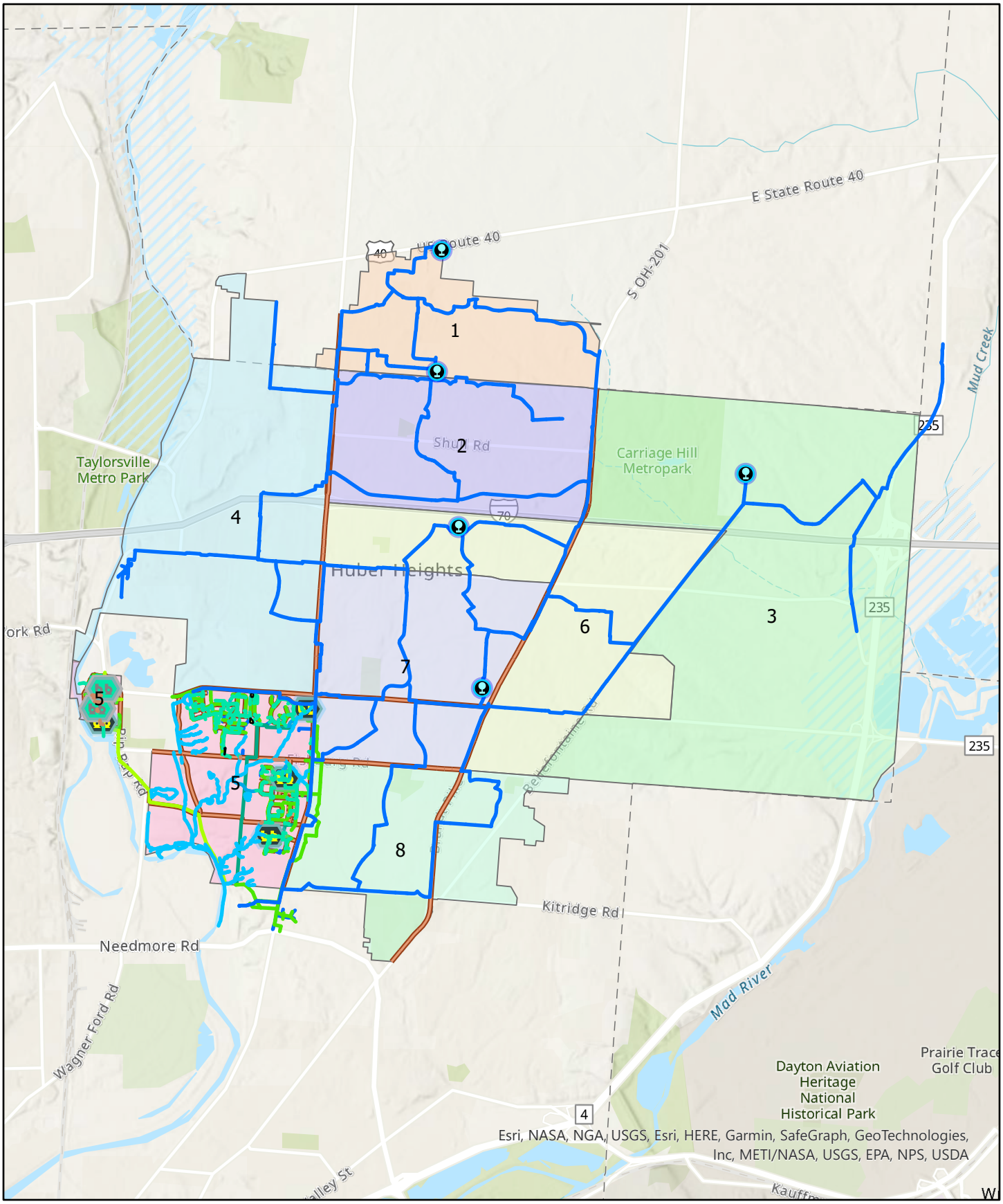
Appendix E

Infrastructure District 5

We think bigger.

Appendix E

Infrastructure District 5 - Overview



- Enclosed Storage Facility
- District 5 Lift Stations
- District 5 Pump Station
- District 5 Water Distribution Mains
- District 5 Stormwater Mains
- District 5 Rivers
- District 5 Culverts
- District 5 Channels
- District 5 Sanitary Gravity Mains
- District 5 Force Mains
- District 5 Tri Cities Gravity Mains
- District 5 Roads
- District 5 Basins

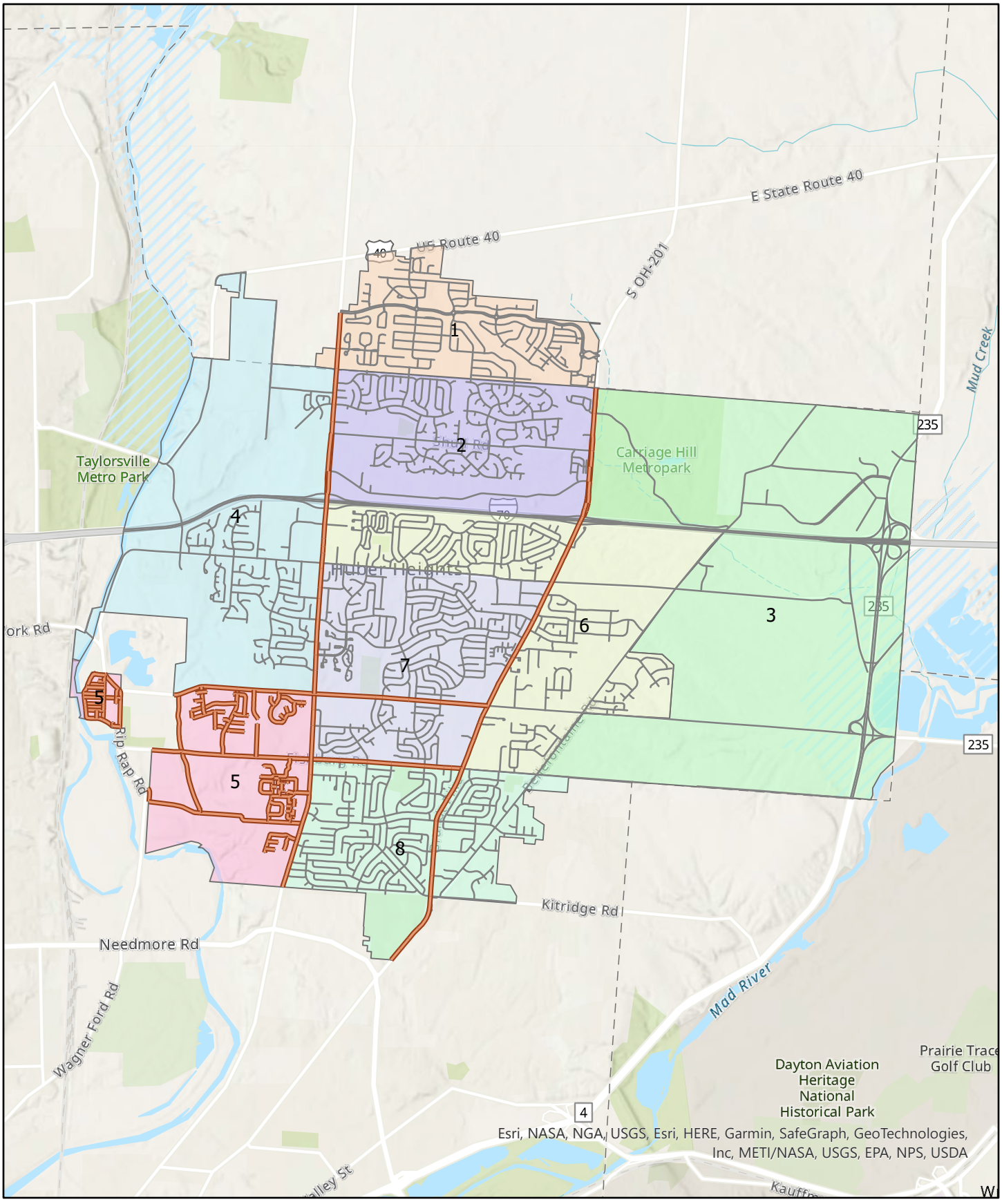
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix E

Infrastructure District 5 - Roads



District 5 Roads

Huber Heights Streets

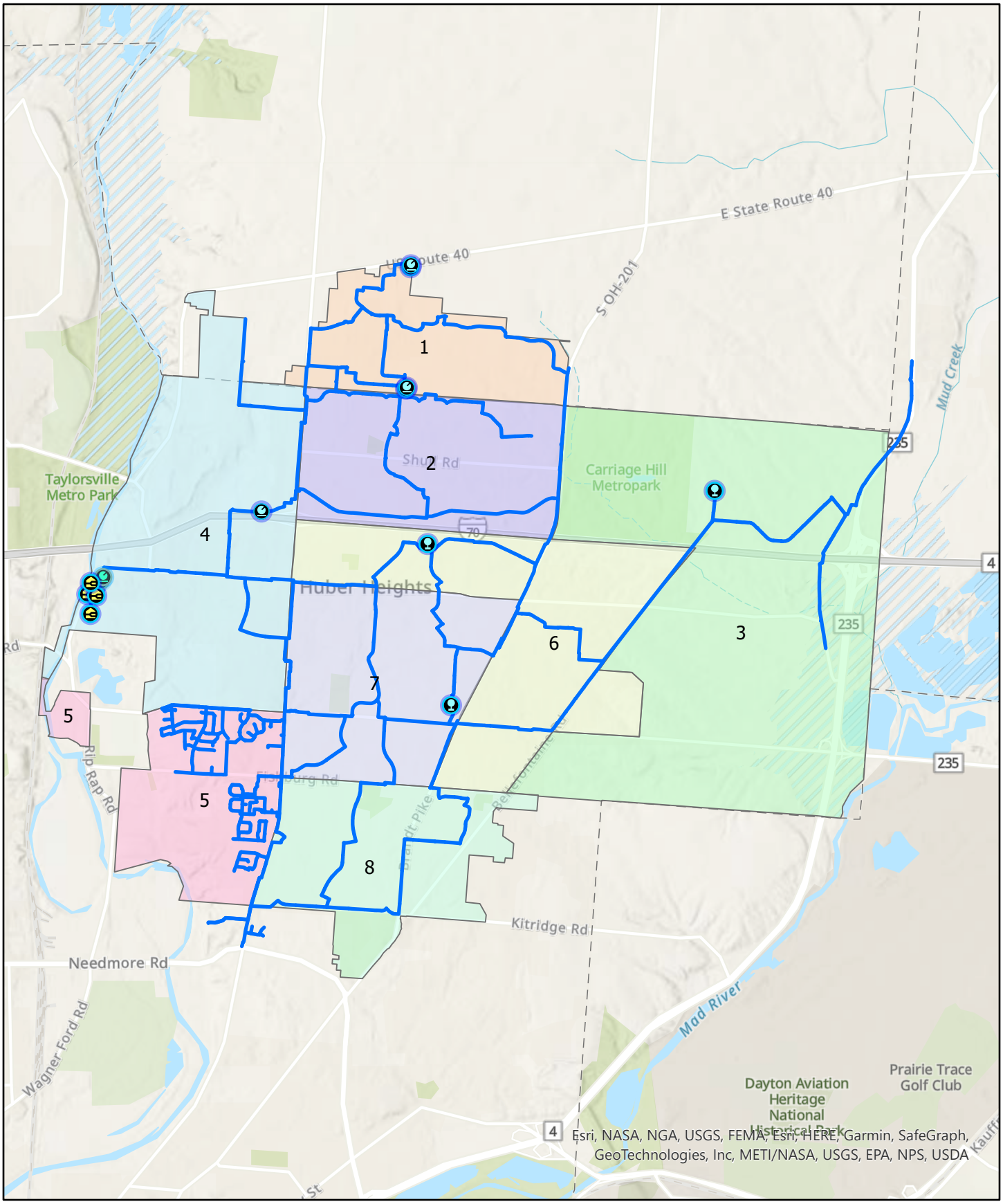
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix E

Infrastructure District 5 - Water



- Enclosed Storage Facility
- Intake
- Meter Station
- Production Well
- Pump Station
- Storage Basin
- Treatment Plant
- Water Distribution Mains

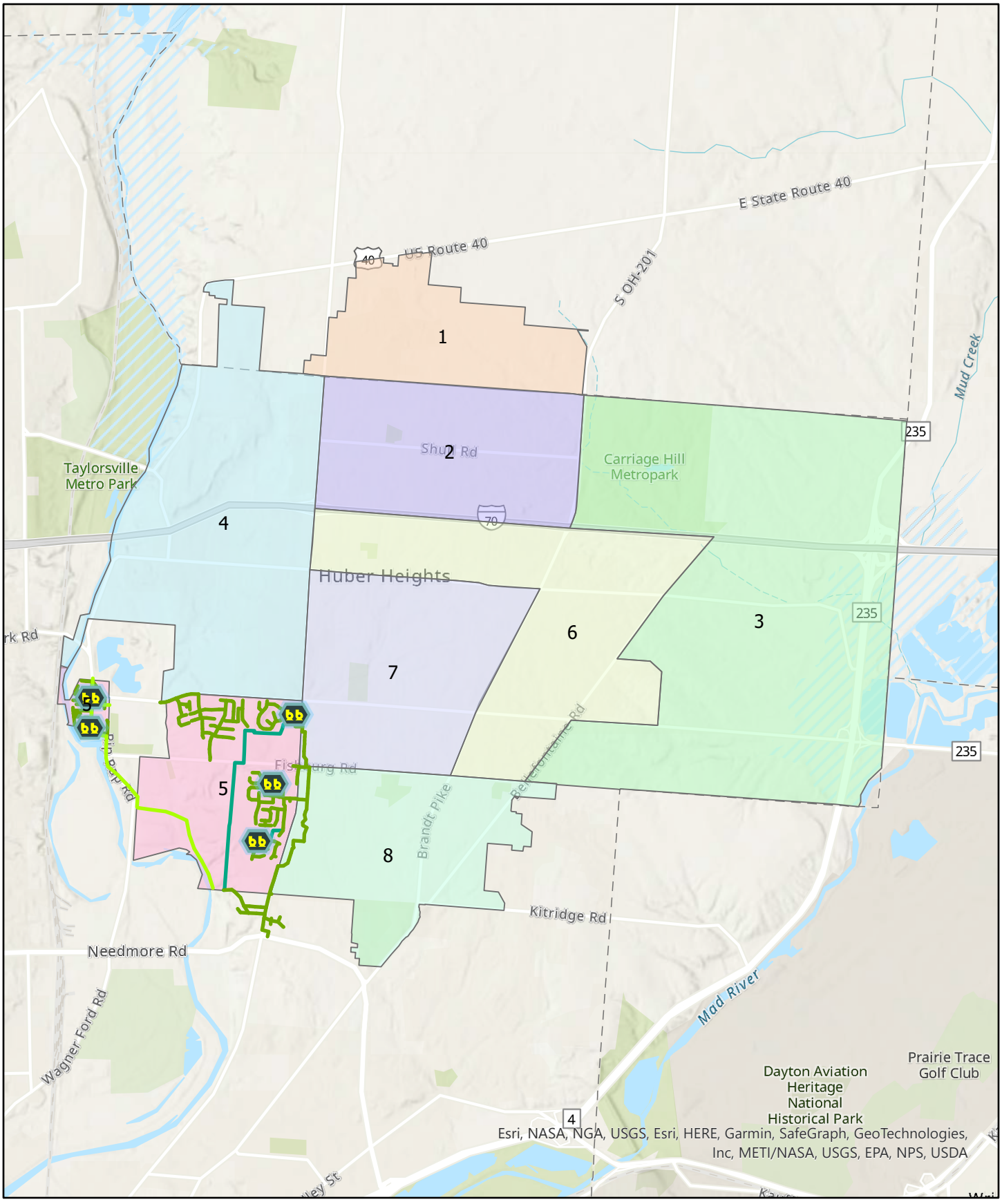
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix E

Infrastructure District 5 - Sanitary Sewer



District 5 Gravity Mains
District 5 Force Mains
District 5 Lift Stations
District 5 Tri Cities Gravity Mains

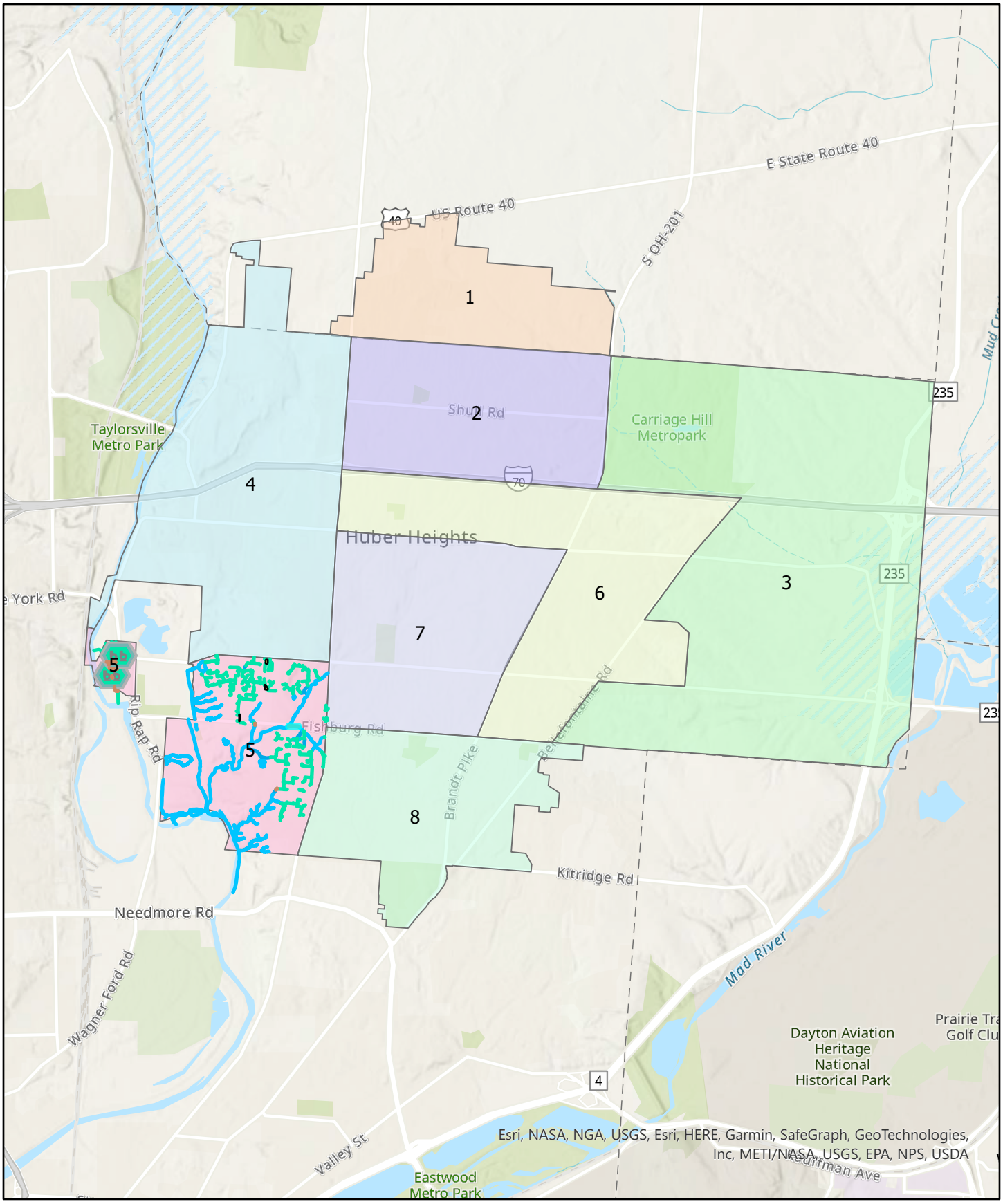
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix E

Infrastructure District 5 - Stormwater



District 5 Stormwater Mains
District 5 Channels
District 5 Rivers
District 5 Basins
District 5 Culverts
Pump Station

0 0.5 1 2 Miles

1 inch equals 1 miles

N

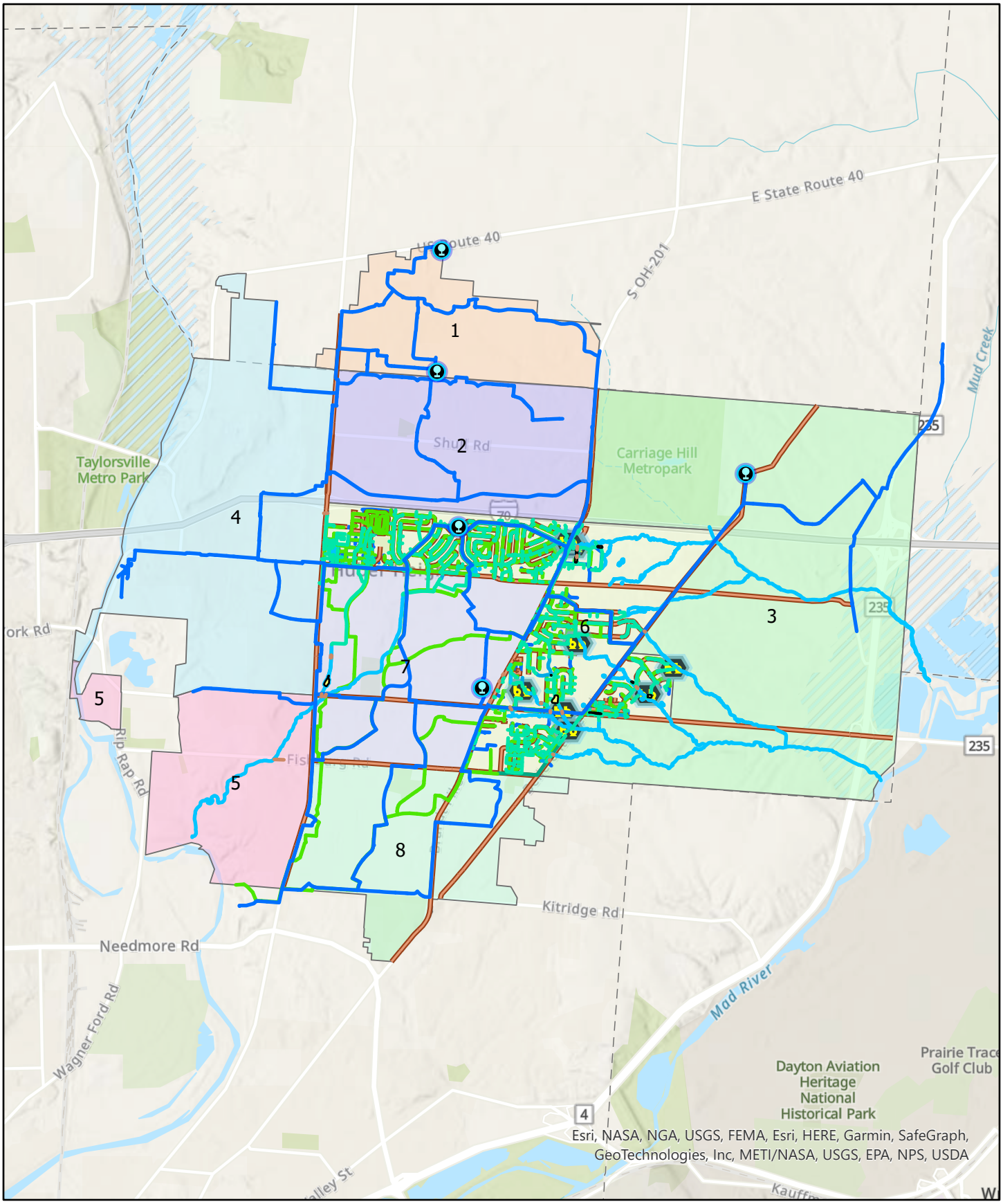
Appendix F

Infrastructure District 6

We think bigger.

Appendix F

Infrastructure District 6 - Overview



- Enclosed Storage Facility
- District 6 Lift Station
- District 6 Water Distribution Mains
- District 6 Stormwater Mains
- District 6 Rivers
- District 6 Culverts
- District 6 Channels
- District 6 Force Main
- District 6 Sanitary Gravity Main
- District 6 Roads
- District 6 Basins

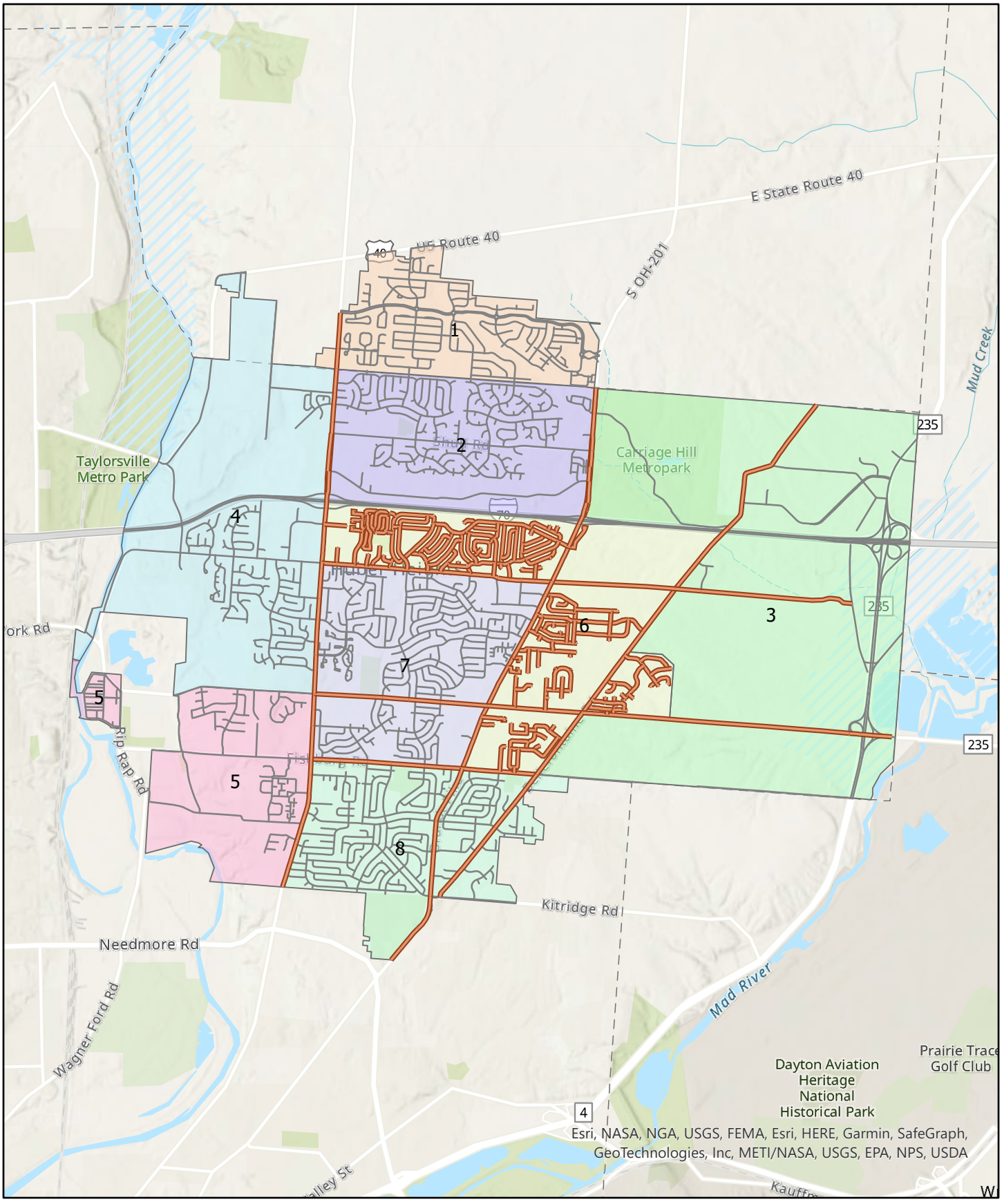
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1 inch equals 1 miles

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Appendix F

Infrastructure District 6 - Roads



District 6 Roads

Huber Heights Streets

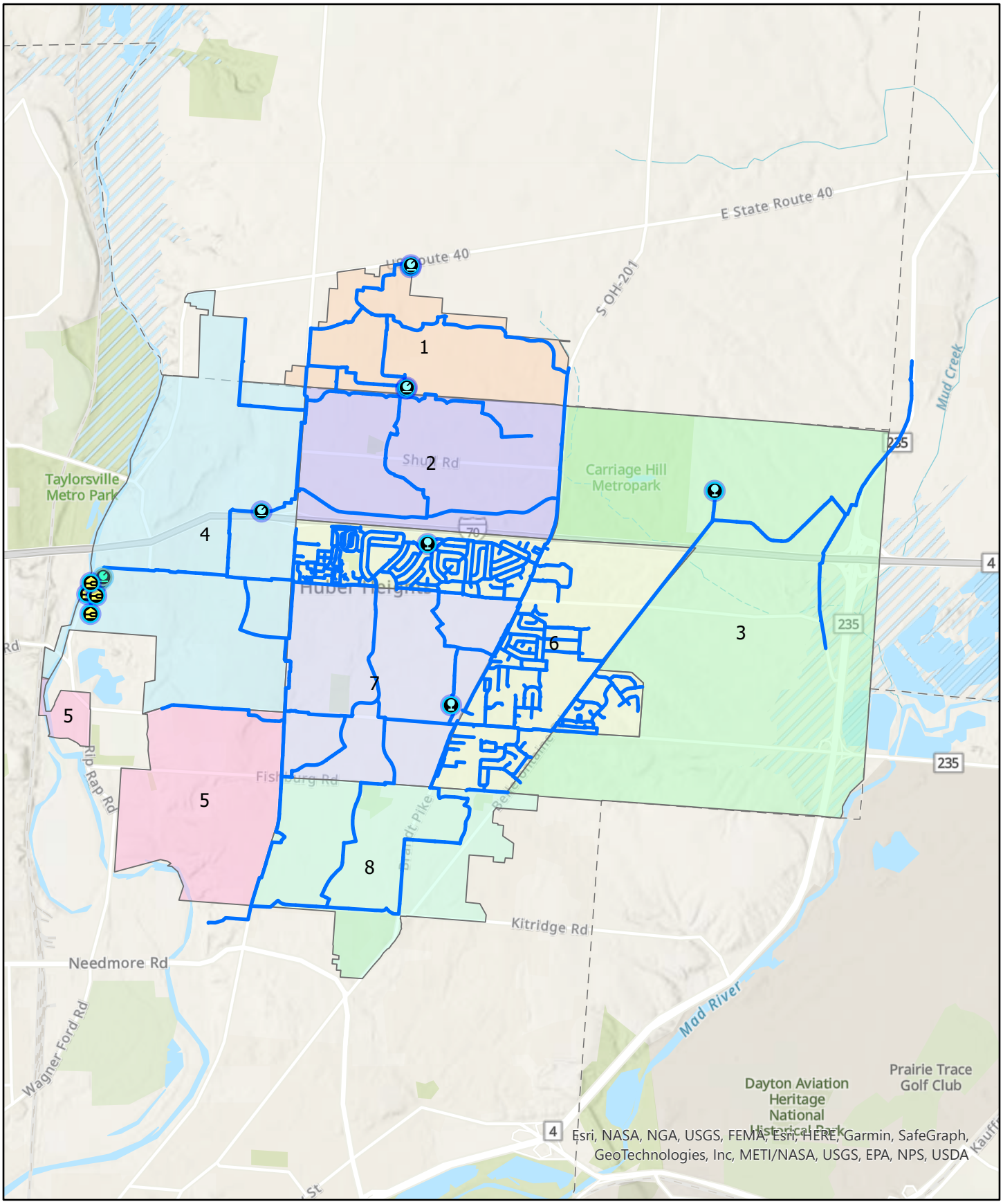
0 0.5 1 2 Miles

1 inch equals 1 miles

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Appendix F

Infrastructure District 6 - Water



- Enclosed Storage Facility
- Intake
- Meter Station
- Production Well
- Pump Station
- Storage Basin
- Treatment Plant
- Water Distribution Mains

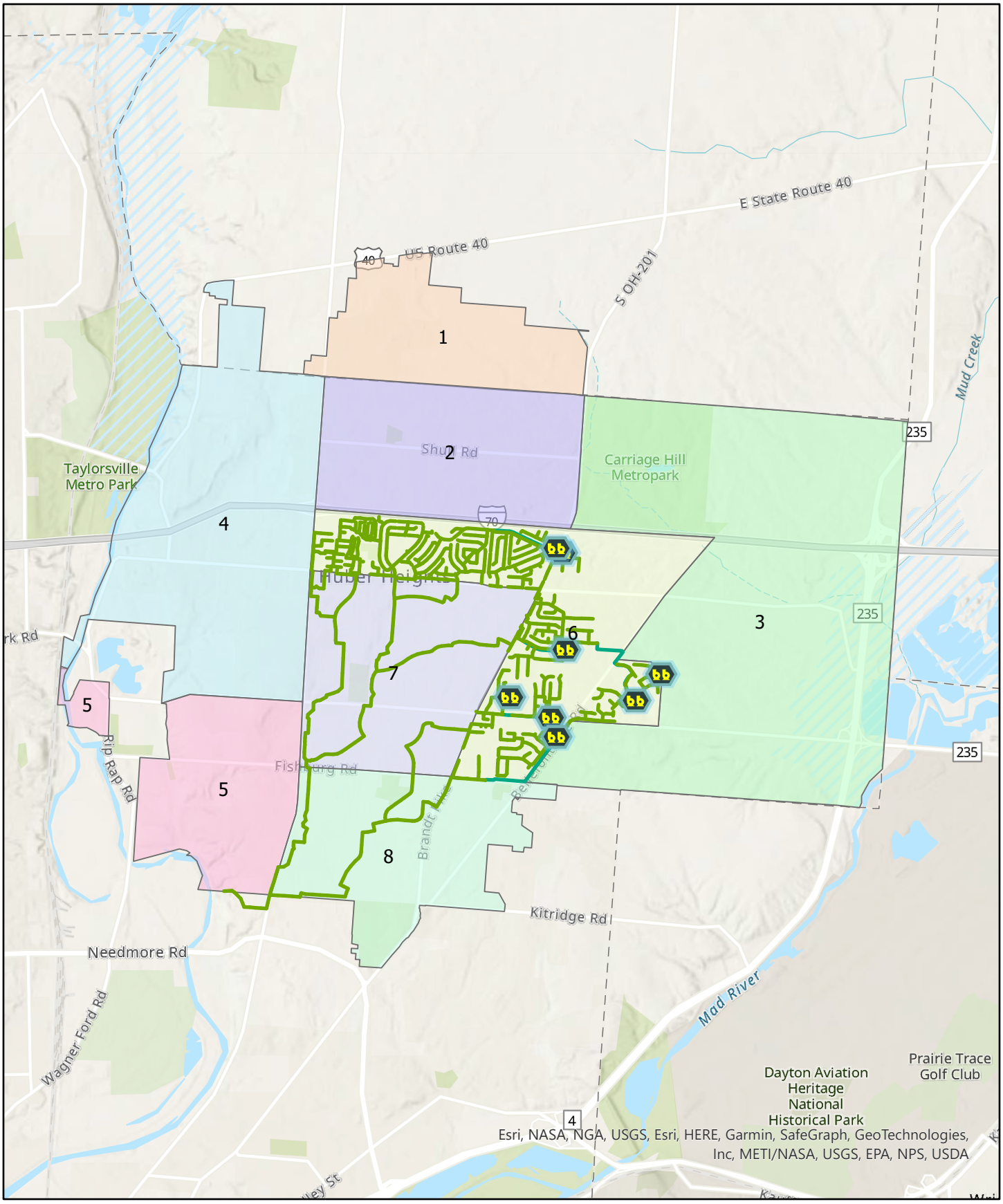
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1 inch equals 1 miles

N

Appendix F

Infrastructure District 6 - Sanitary Sewer



District 6 Gravity Main
District 6 Force Main
District 6 Lift Station

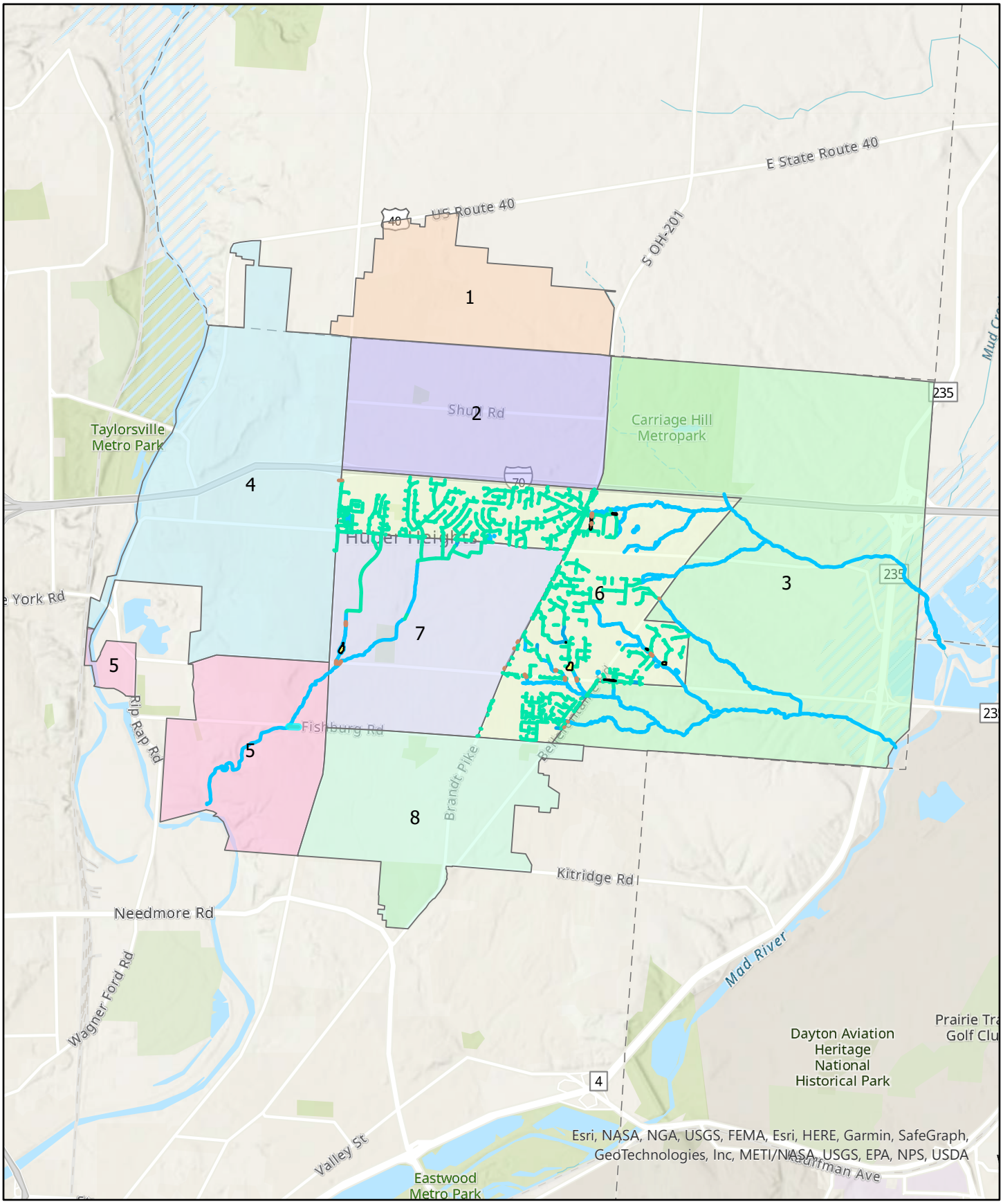
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix F

Infrastructure District 6 - Stormwater



District 6 Stormwater Mains
District 6 Channels
District 6 Rivers
District 6 Basins
District 6 Culverts

0 0.5 1 2 Miles

1 inch equals 1 miles

N

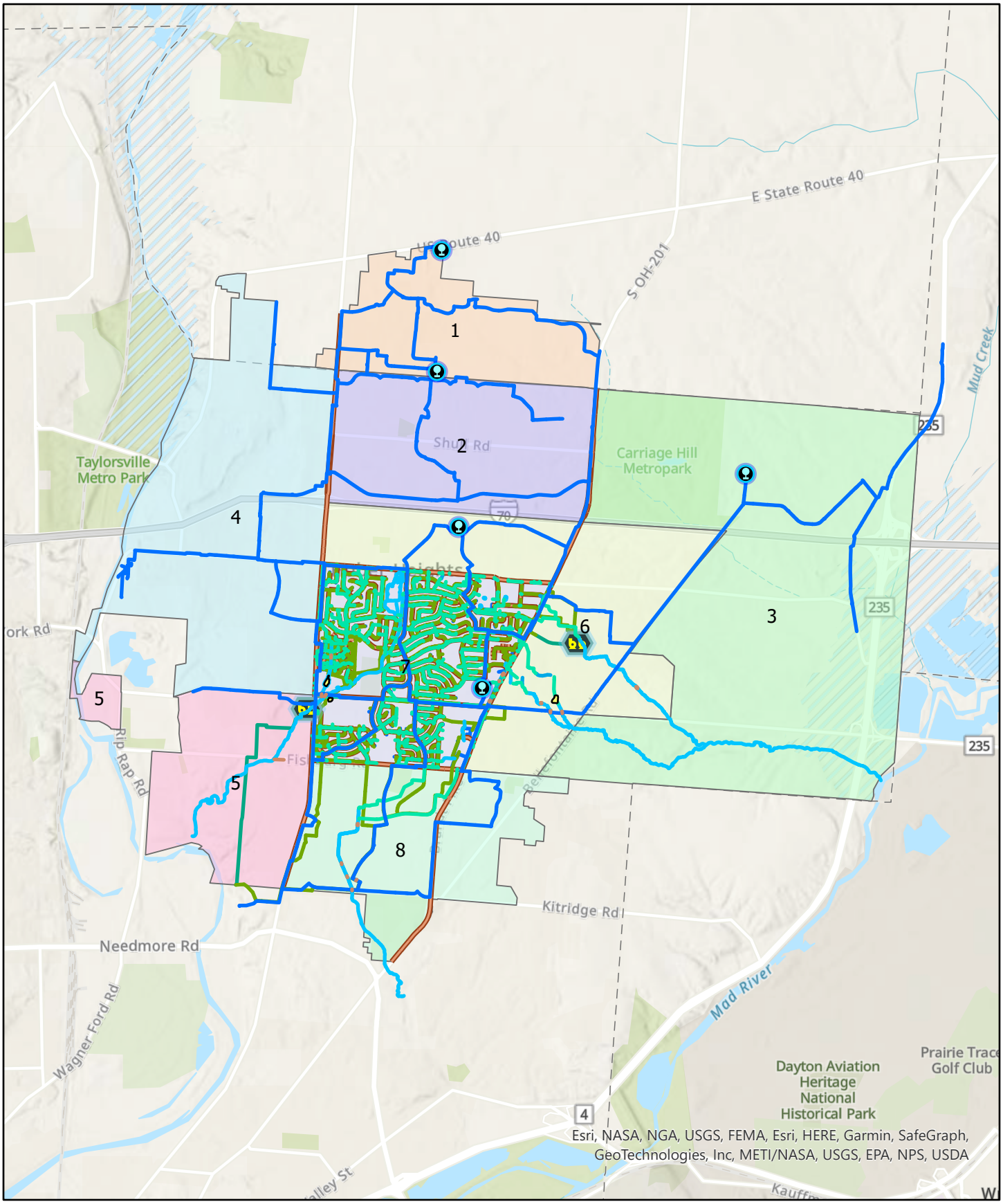
Appendix G

Infrastructure District 7

We think bigger.

Appendix G

Infrastructure District 7 - Overview



- Enclosed Storage Facility
- District 7 Lift Station
- District 7 Water Distribution Mains
- District 7 Stormwater Mains
- District 7 Rivers
- District 7 Culverts
- District 7 Channels
- District 7 Force Main
- District 7 Sanitary Gravity Main
- District 7 Roads
- District 7 Basins

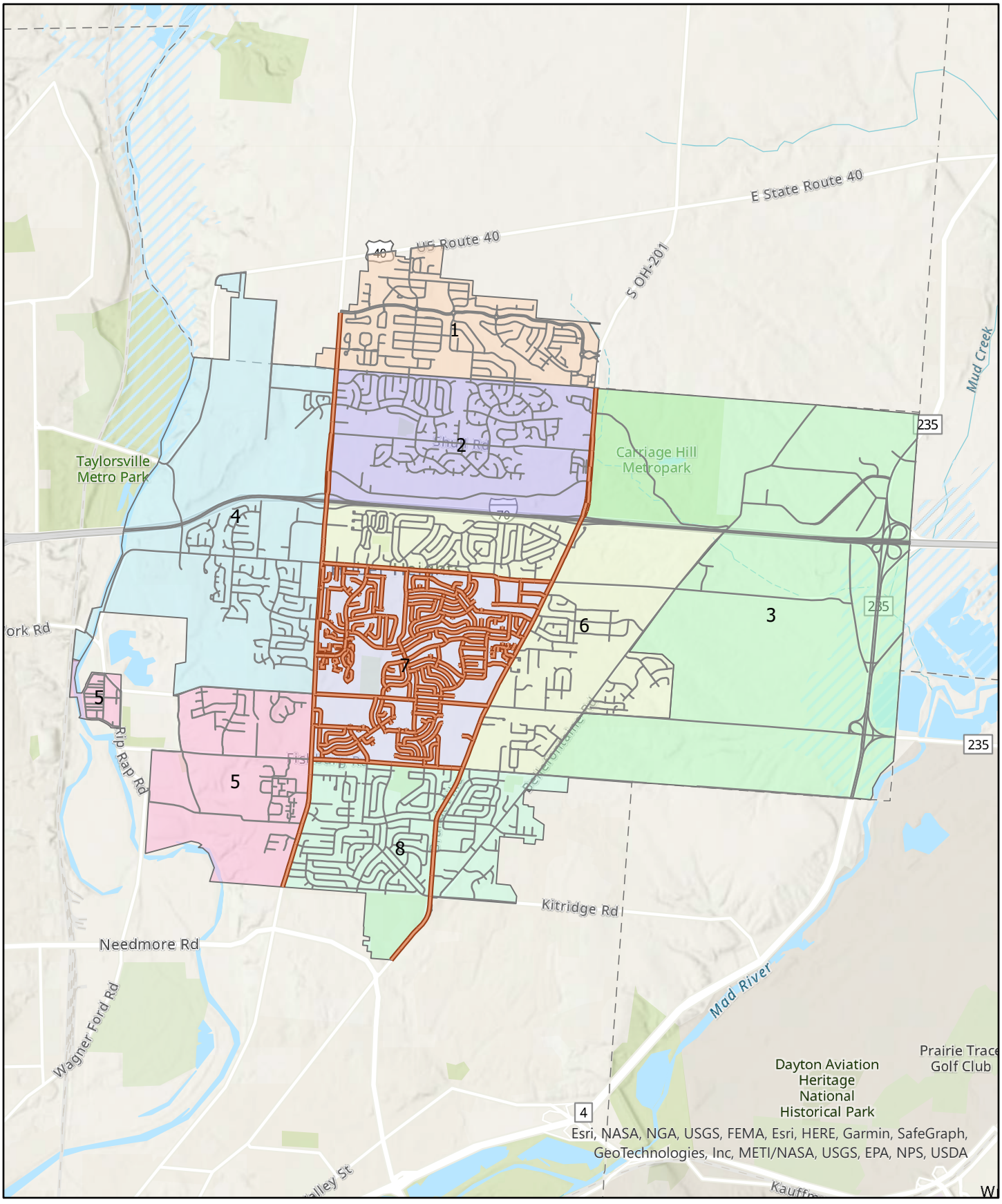
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1 inch equals 1 miles

N

Appendix G

Infrastructure District 7 - Roads



District 7 Roads

Huber Heights Streets

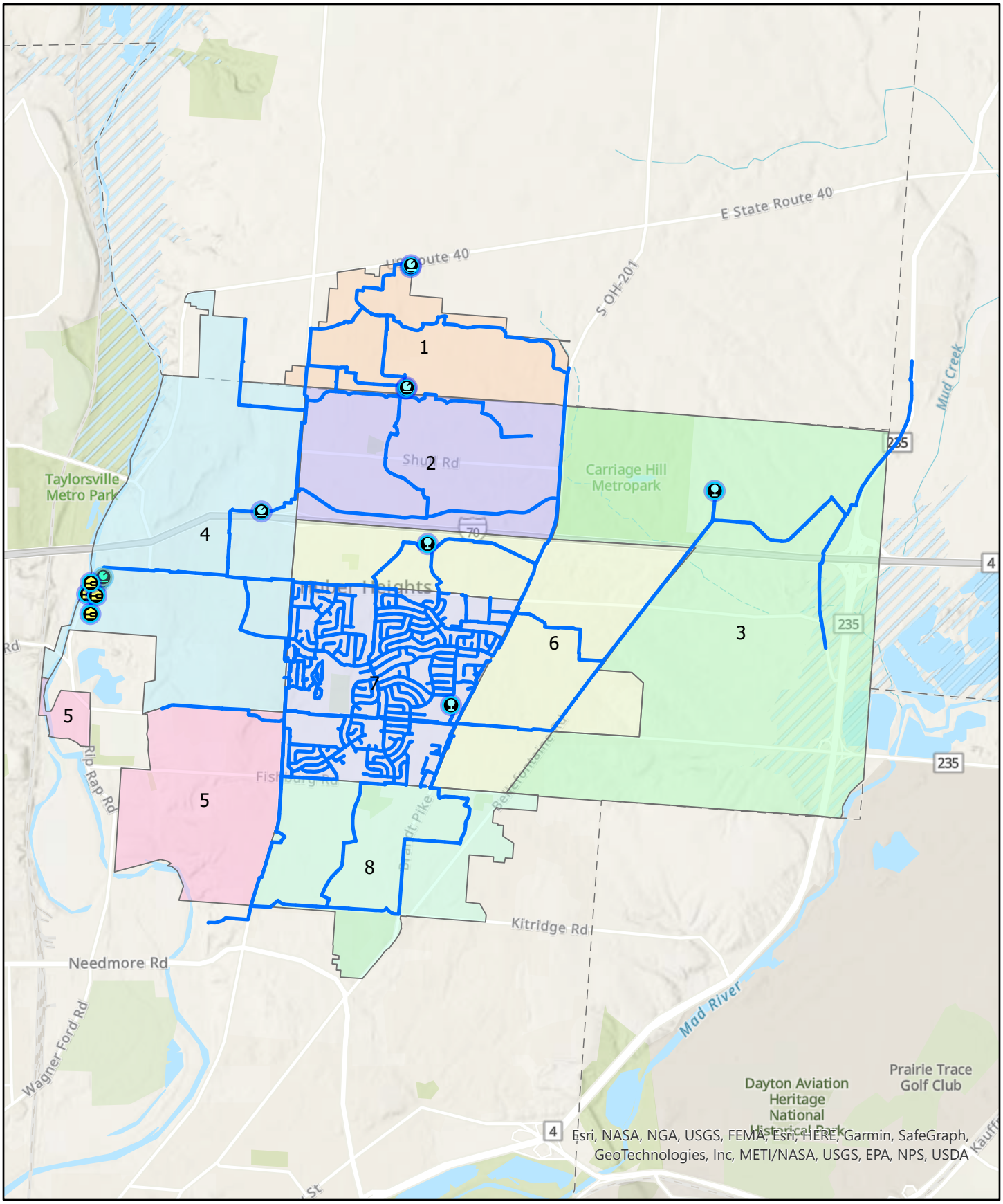
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix G

Infrastructure District 7 - Water



- Enclosed Storage Facility
- Intake
- Meter Station
- Production Well
- Pump Station
- Storage Basin
- Treatment Plant
- Water Distribution Mains

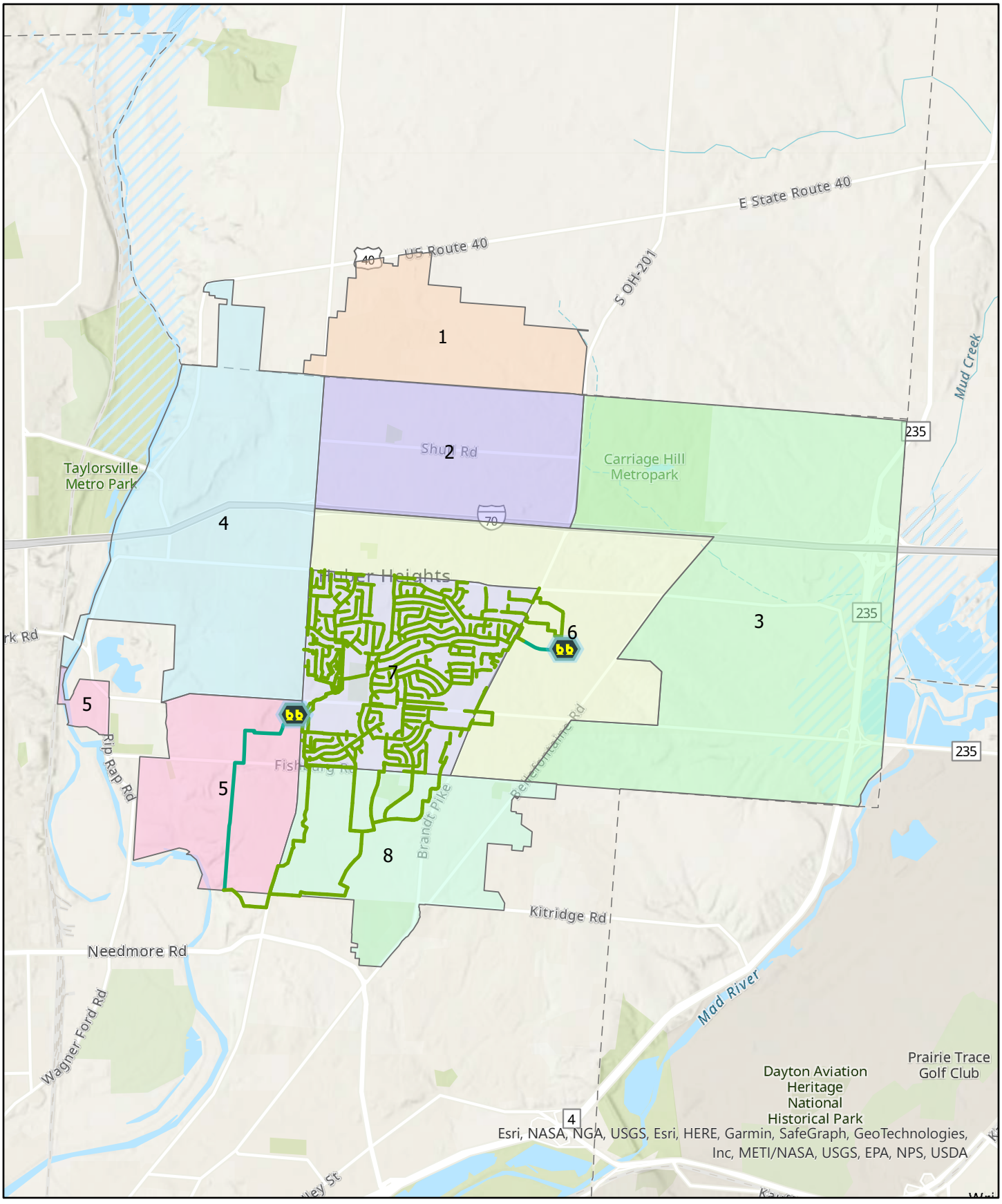
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix G

Infrastructure District 7 - Sanitary Sewer



District 7 Gravity Main
District 7 Force Main
District 7 Lift Station

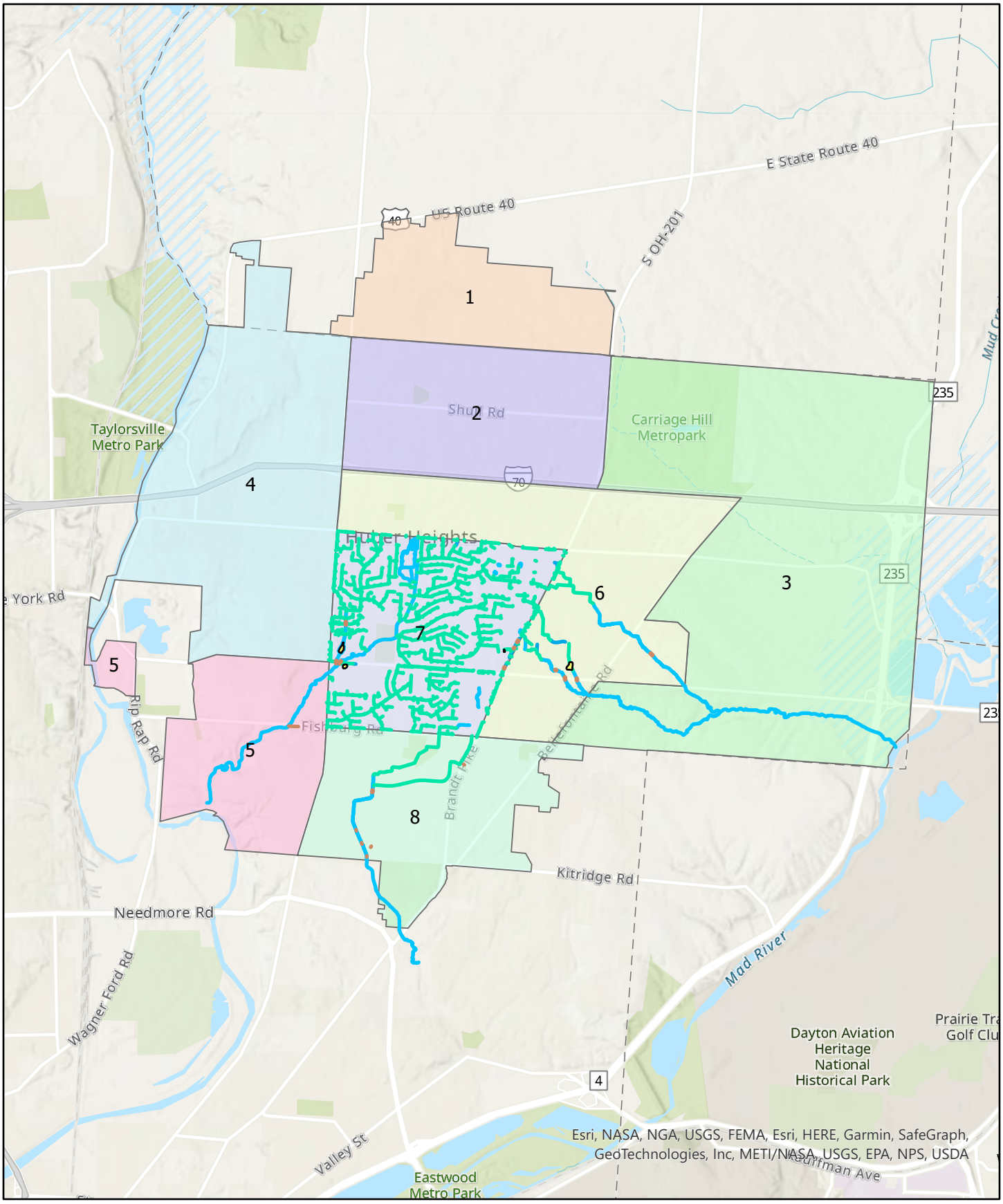
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix G

Infrastructure District 7 - Stormwater



District 7 Stormwater Mains
District 7 Channels
District 7 Rivers
District 7 Basins
District 7 Culverts

0 0.5 1 2 Miles

1 inch equals 1 miles

N

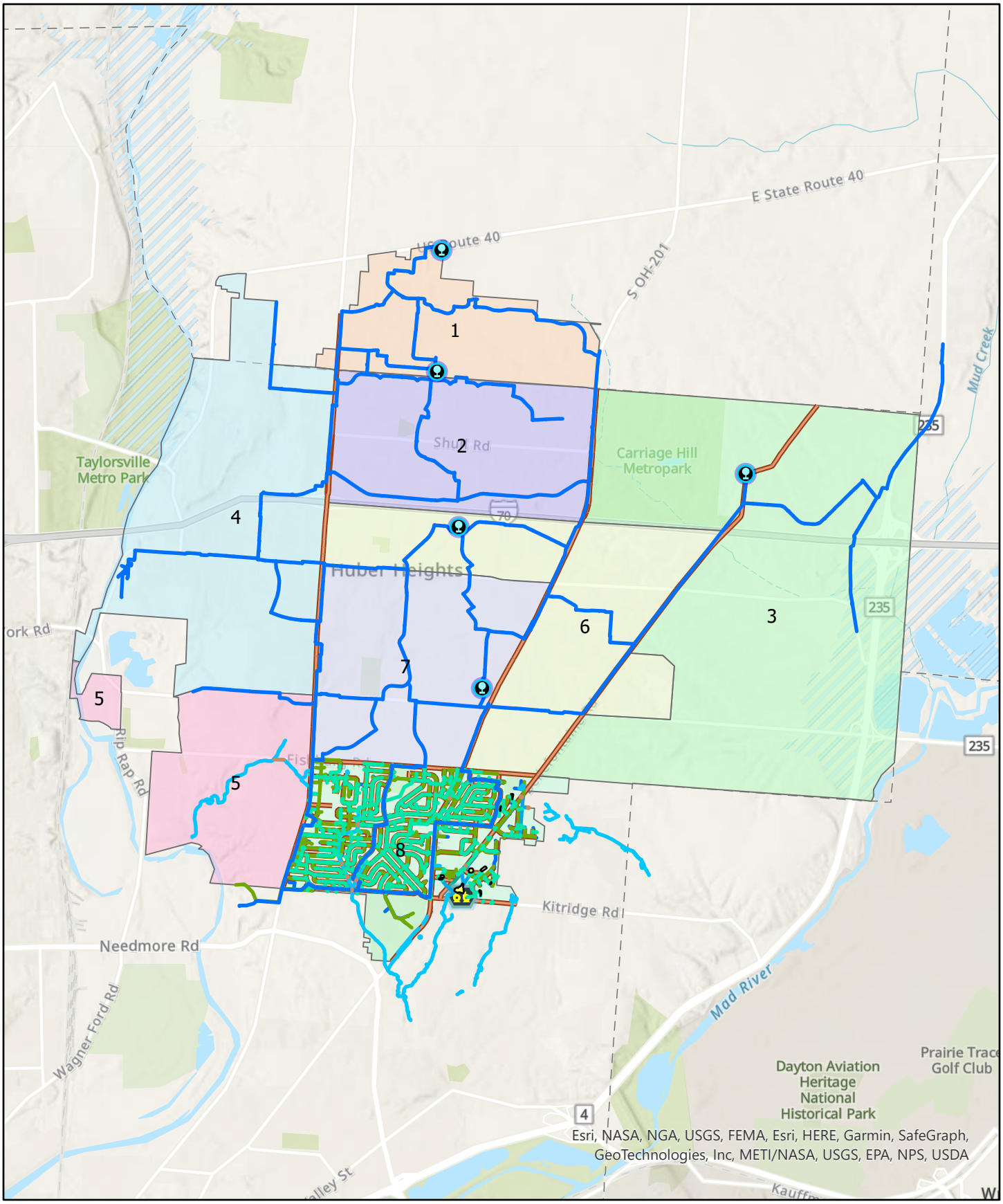
Appendix H

Infrastructure District 8

We think bigger.

Appendix H

Infrastructure District 8 - Overview



- Enclosed Storage Facility
- District 8 Lift Station
- District 8 Water Distribution Mains
- District 8 Stormwater Mains
- District 8 Rivers
- District 8 Culverts
- District 8 Channels
- District 8 Force Main
- District 8 Sanitary Gravity Main
- District 8 Roads
- District 8 Basins

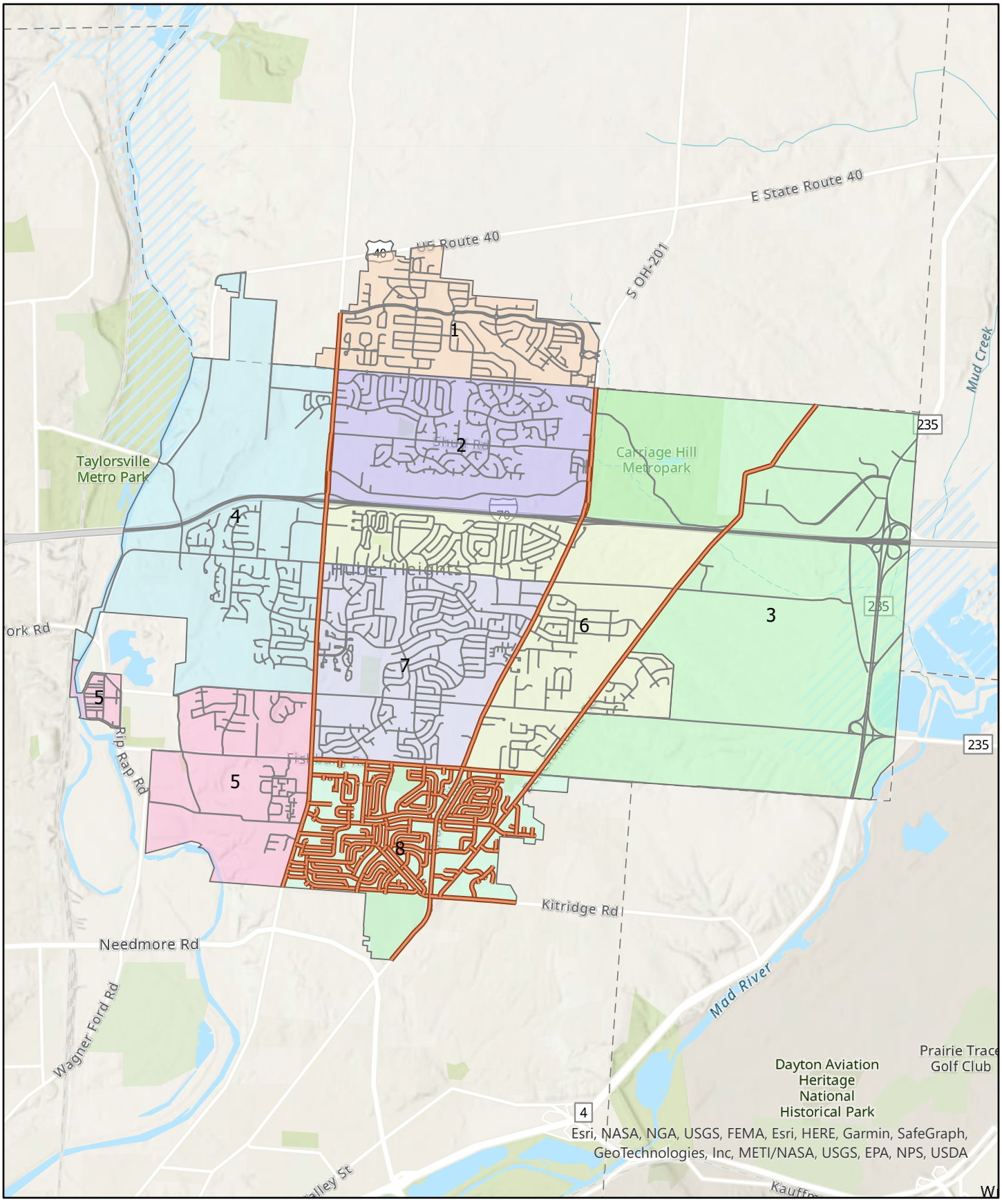
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix H

Infrastructure District 8 - Roads



District 8 Roads

Huber Heights Streets

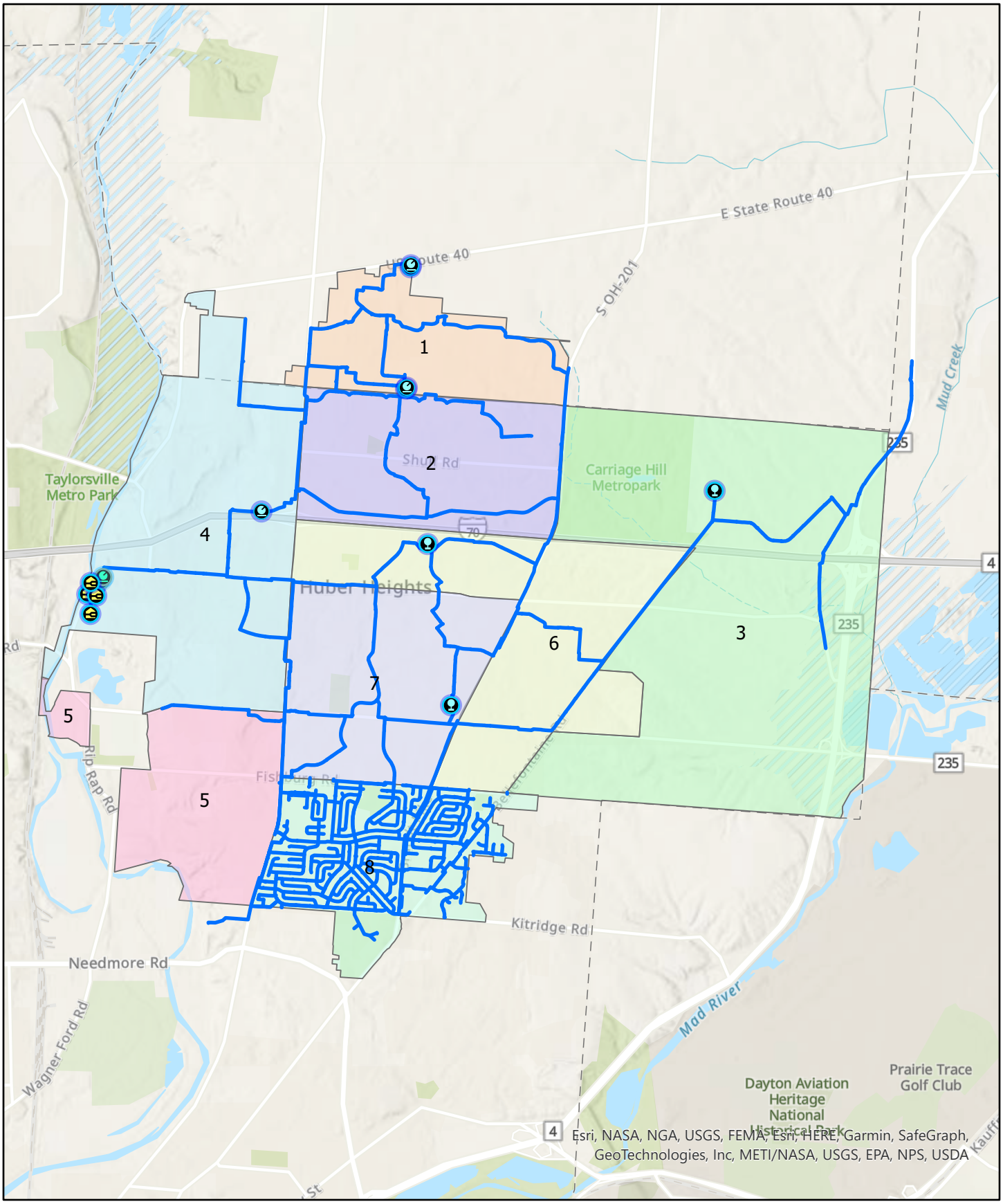
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix H

Infrastructure District 8 - Water



- Enclosed Storage Facility
- Intake
- Meter Station
- Production Well
- Pump Station
- Storage Basin
- Treatment Plant
- Water Distribution Mains

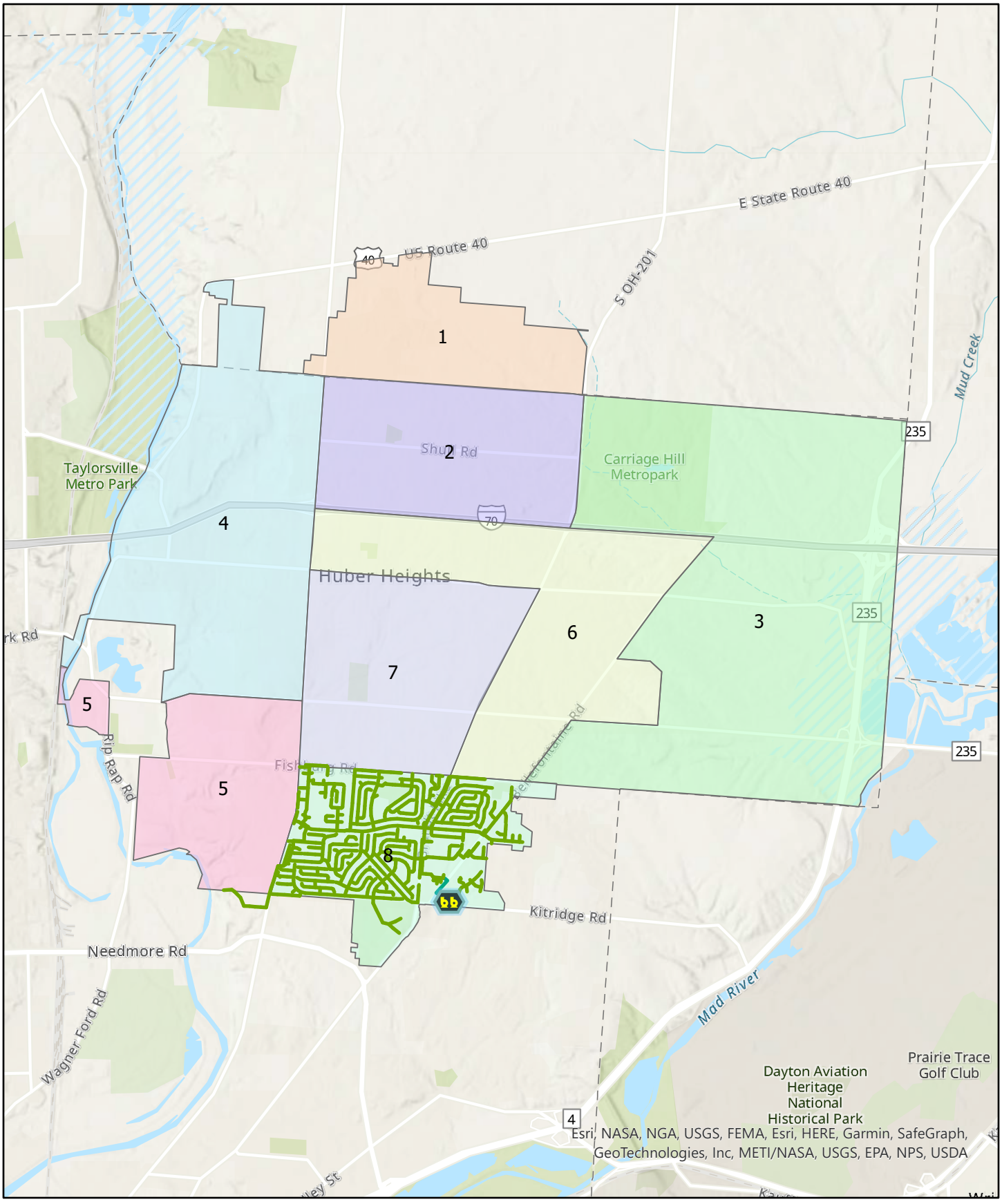
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix H

Infrastructure District 8 - Sanitary Sewer



District 8 Gravity Main
District 8 Force Main
District 8 Lift Station

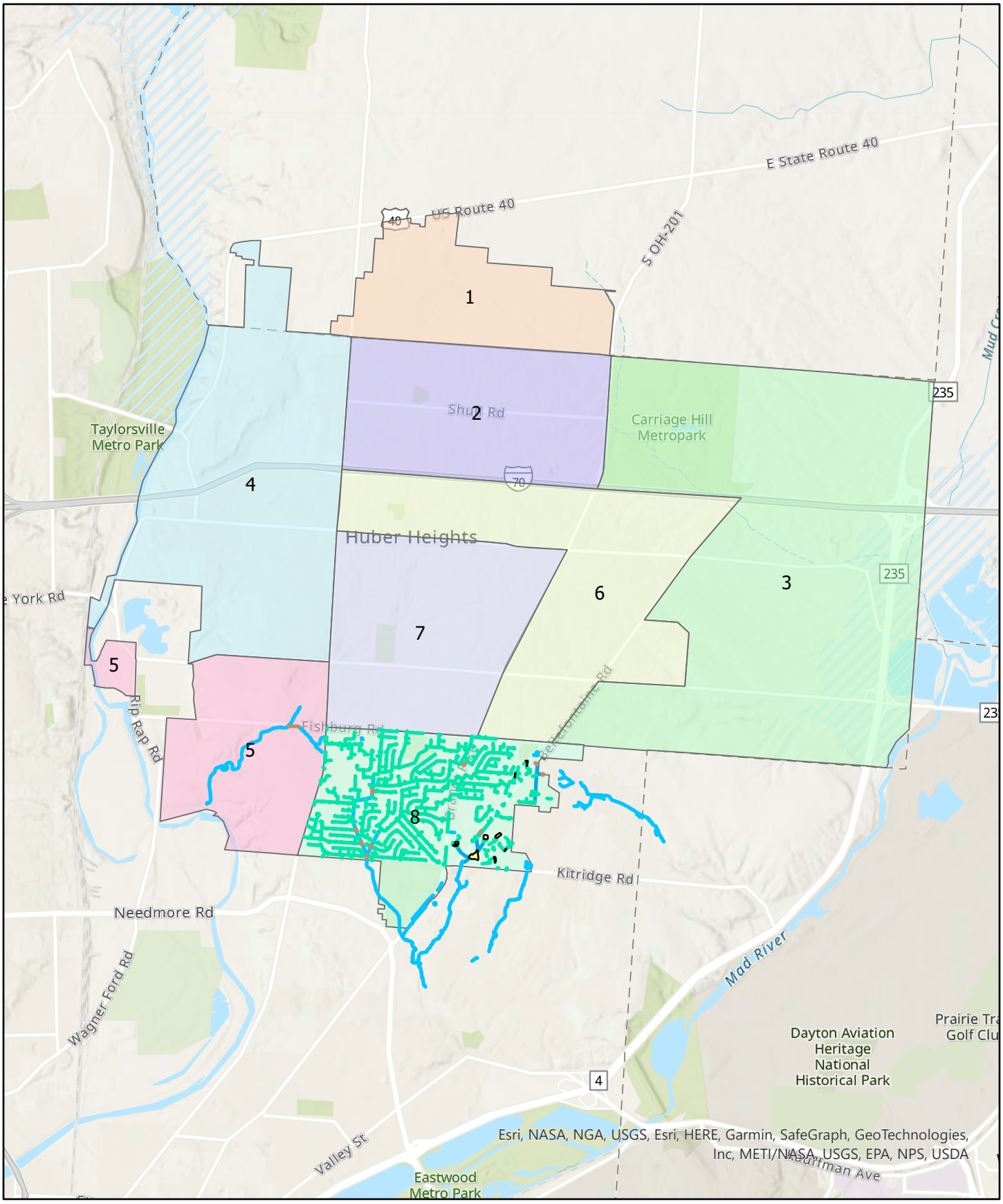
0 0.5 1 2 Miles

1 inch equals 1 miles

N

Appendix H

Infrastructure District 8 - Stormwater



District 8 Stormwater Mains
District 8 Channels
District 8 Rivers
District 8 Basins
District 8 Culverts

0 0.5 1 2 Miles

1 inch equals 1 miles

N

AI-10897 **Topics Of Discussion** **J.**

Council Work Session

Meeting Date: 06/03/2025

Economic Development Grant Program

Submitted By: Rachael Dillahunt

Department:	City Manager	**Division:**	City Manager
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	SmartBoard	**Legal Review:**	Completed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Economic Development Grant Program

Purpose and Background

The Huber Heights Economic Development Grant Program is a targeted initiative aimed at promoting local economic growth, entrepreneurship, and inclusive business support. Funded with $125,000 for Fiscal Year 2025 through proceeds from the sale of City-owned property and lease revenues, **without using income tax dollars**, the program provides financial assistance to businesses and organizations based in Huber Heights. The funding is divided among four key categories: $50,000 for local match grants tied to county and state programs, and $25,000 each for small businesses and non-profits, veteran-owned businesses, and women- and minority-owned businesses. Applicants may apply under multiple categories if eligible, and priority is given to those demonstrating job creation, innovation, and community impact. The program will be administered by the Economic Development Director and evaluated by a Grant Review Committee composed of the City Manager, an Assistant City Manager, and a City Councilmember. Eligible applicants must meet specific criteria, including business location within the City, proof of ownership, good standing with local regulations, and a clear project plan. Approved applicants will receive funds either in a lump sum or in installments, depending on project scope. All recipients are required to submit a final report within sixty (60) days of project completion, detailing how funds were used and the economic impact achieved. This grant program reflects the City's commitment to transparency, accountability, and fostering a vibrant local economy.

Fiscal Impact

Source of Funds:	Various Funds
Cost:	$125,000
Recurring Cost? (Yes/No):	Yes
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Presentation
Ordinance
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

ESTABLISHING THE HUBER HEIGHTS ECONOMIC DEVELOPMENT GRANT PROGRAM AND AUTHORIZING THE ALLOCATION OF FUNDS TO SUPPORT ECONOMIC DEVELOPMENT INITIATIVES WITHIN THE CITY OF HUBER HEIGHTS.

WHEREAS, the City of Huber Heights is committed to fostering economic growth, entrepreneurship, and business diversity within the community; and

WHEREAS, the City plans to allocate $125,000.00 in grant funding for Fiscal Year 2025 to support businesses, non-profits, and entrepreneurs through a structured and transparent grant program; and

WHEREAS, the funding for this program is generated through the sale of City-owned property and lease revenue, with no income tax revenue being utilized; and

WHEREAS, the City Council has reviewed the guidelines for the administration and distribution of the grant funds to ensure they align with the economic development priorities of the City; and

WHEREAS, the grant funds shall be distributed as follows:

- Local match for county and state grants to provide matching dollars for businesses or projects seeking county and state grants.
- Small business and non-profit grants to support business growth, operations, and community impact initiatives.
- Veteran-owned business grants to empower veteran entrepreneurs.
- Women-owned and minority-owned business grants to promote diversity, inclusion, and equitable economic opportunities.

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

Section 1. The City of Huber Heights hereby establishes the Economic Development Grant Program attached hereto as Exhibit A.

Section 2. The Economic Development Director shall administer the program, with grant applications reviewed and evaluated by a Grant Review Committee consisting of the City Manager, an Assistant City Manager, and a member of the City Council.

Section 3. The City Council shall appoint a member of the City Council annually to serve on the Grant Review Committee.

Section 4. Grant recipients must meet all eligibility criteria, provide necessary documentation, and submit final reports on fund usage and economic impact.

Section 5. The City Council authorizes the distribution of funds as specified from revenue generated in the Transformational Economic Development (TED) Fund, with grant awards subject to approval and adherence to program requirements.

Section 6. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 7. 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

Huber Heights Economic Development Grant Program

Purpose: The purpose of this program is to establish guidelines for the distribution for fiscal year 2025 $125,000.00 in grant funding to support economic development initiatives in Huber Heights. The funding is allocated to promote local economic growth, foster entrepreneurship, and empower diverse business owners within the community. The grant program will be funded through the sale of city-owned property and lease revenue, with no income tax revenue being used. City staff will evaluate and budget grant funds annually with City Council approval through the annual budget process.

Funding Allocation: The $125,000.00 grant fund will be distributed as follows:

1. **Local Match for County and State Grants: $50,000.00**
    - These funds will be used to provide matching dollars for businesses or projects seeking county and state grants.
    - Eligibility is contingent upon demonstrated alignment with local economic development goals and compliance with the requirements of the corresponding county or state grant program.
2. **Small Business Grants/Nonprofits: Applicants may apply under multiple categories if eligible. $25,000**
    - Grants will be awarded to small businesses and nonprofits based in Huber Heights to support growth, operations, or new initiatives.
    - Priority will be given to businesses and nonprofits that demonstrate job creation, community impact, and alignment with economic development objectives.
3. **Veteran-Owned Business Grants: Applicants may apply under multiple categories if eligible. $25,000.00**
    - These funds are designated for businesses owned and operated by veterans residing in Huber Heights.
    - The program aims to empower veteran entrepreneurs and enhance their contributions to the local economy.
4. **Women-Owned and Minority-Owned Business Grants: Applicants may apply under multiple categories if eligible.**
    - Grants will be available to businesses owned by women and/or minorities within Huber Heights.

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- The program seeks to promote diversity, inclusion, and equitable economic opportunities. $25,000.00

Definitions:

1. **Small Business Grants/Nonprofits:**
    - A small business is defined as a business with fewer than 50 employees and annual revenue of less than $5 million.
    - A nonprofit is defined as a tax-exempt organization under IRS 501(c)(3) that operates for charitable, educational, or community-based purposes.
2. **Veteran-Owned Business Grants:**
    - A veteran-owned business is defined as a business where at least 51% ownership and control are held by a veteran or veterans, as verified through documentation such as a DD-214 form or certification from the U.S. Department of Veterans Affairs.
3. **Women-Owned and Minority-Owned Business Grants:**
    - A women-owned business is defined as a business where at least 51% ownership and control are held by one or more women.
    - A minority-owned business is defined as a business where at least 51% ownership and control are held by individuals who are part of a federally recognized racial or ethnic minority group.

Eligibility Requirements: All applicants must meet the following criteria:

1. The business must be located in Huber Heights.
2. The applicant must provide proof of ownership and, where applicable, certification as a veteran-owned, women-owned, or minority-owned business.
3. The business must be in good standing with the City, including compliance with zoning, licensing, and tax obligations.
4. The applicant must submit a detailed application outlining the purpose of the grant request, proposed use of funds, and expected outcomes.
5. For matching funds, the applicant must provide documentation of the corresponding county or state grant award.

Application Process:

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1. **Submission:**
    - Applications will be accepted on a rolling basis until the funds are fully allocated or by a specified deadline, whichever occurs first.
    - Applicants must submit their applications to the Huber Heights Economic Development Office.
2. **Review and Evaluation:**
    - A Grant Review Committee will evaluate applications based on eligibility, alignment with economic development goals, and anticipated impact.
    - Additional consideration will be given to projects that demonstrate sustainability, innovation, and community benefits.
    - The Grant Review Committee shall consist of the City Manager, an Assistant City Manager, and a member of the City Council. The Economic Development Director will manage the program and present grants to the committee with recommendations.
3. **Approval and Distribution:**
    - Approved applicants will be notified in writing and required to sign a grant agreement outlining the terms and conditions.
    - Funds will be disbursed in a single payment or installments, depending on the project's scope and timeline.

Reporting Requirements: Grant recipients must submit a final report within 60 days of project completion, detailing the use of funds, project outcomes, and economic impact. Failure to comply with reporting requirements will result in the forfeiture of future funding opportunities.

Contact Information: For questions or additional information, please contact: Huber Heights Economic Development Office [Phone Number] [Email Address] [Office Address]

Adopted: [Insert Date]

This program is designed to ensure transparency, accountability, and maximum impact in the allocation of grant funds to advance the economic vitality of Huber Heights.

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Huber Heights Economic Development Grant Application

Instructions: Please complete this application and submit it to the Huber Heights Economic Development Office. All required fields must be filled out, and supporting documentation must be attached for consideration. Incomplete applications will not be reviewed.

Business Information:

- Business Name: _____
- Business Address: _____
- City: _____ State: _____ Zip: _____
- Business Phone: _____
- Business Email: _____
- Website (if applicable): _____
- Date Business Established: _____
- Business Structure (Sole Proprietorship, LLC, Corporation, etc.): _____
- Employer Identification Number (EIN): _____

Applicant Information:

- Name: _____
- Title/Position: _____
- Phone: _____
- Email: _____

Grant Category:

☐ Local Match for County and State Grants ($50,000 available)

Applicants may apply under multiple categories if eligible.

☐ Small Business/Nonprofit Grant ($25,000 available)

☐ Veteran-Owned Business Grant ($25,000 available)

☐ Women-Owned and Minority-Owned Business Grant ($25,000 available)

Business Ownership (Check all that apply):

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☐ Veteran-Owned

☐ Women-Owned ☐ Minority-Owned

☐ Small Business ☐ Nonprofit

Project/Grant Request Information:

- Amount of Grant Requested: $_____
- Describe how the grant funds will be used:

_____
_____
_____
_____
_____
_____
_____

- Expected impact on business operations, job creation, or community benefit:

_____
_____
_____
_____
_____
_____
_____

- Have you received other grants or public funding for this project? ☐ Yes ☐ No
    - If yes, please list dates, sources and amounts:

_____
_____
_____
_____
_____
_____

DRAFT

Required Documentation (Attach Copies):

☐ Business License and Registration

☐ Proof of Business Ownership (Articles of Incorporation, Operating Agreement, etc.)

☐ Business Plan or Project Plan

☐ Financial Statements (Last Two Years of Tax Returns or Profit/Loss Statements)

☐ Proof of Certification for Veteran, Women, or Minority-Owned Businesses (if applicable)

☐ Any Additional Supporting Documents Relevant to Grant Request

Certification and Agreement: I certify that the information provided in this application is accurate and complete to the best of my knowledge. I understand that providing false information may result in disqualification from this grant program. I agree to comply with all reporting requirements if awarded grant funding.

Applicant Signature: _____ Date: _____

Submission Information: Completed applications and supporting documents should be submitted to: Huber Heights Economic Development Office [Address] [Email] [Phone]

For Office Use Only:

Date Received: _____

Reviewed By Economic Development Director: _____

Recommended: ☐ Yes ☐ No

Amount Recommended: $_____

Reviewed By Grant Review Committee: _____

Decision: ☐ Approved ☐ Denied

Amount Awarded: $_____

Comments: _____

DRAFT

AI-10819 **Topics Of Discussion** **K.**

Council Work Session

Meeting Date: 06/03/2025

Case BDP 25-10 - Brew Team Oh - Basic Development Plan - 7605 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:**	06/03/2025
Audio-Visual Needs:		**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Case BDP 25-10 - Brew Team OH - Basic Development Plan - 7605 Old Troy Pike

Purpose and Background

The applicant, Brew Team OH, is requesting approval of a Basic Development Plan for the construction of a 7 Brew drive-through coffee kiosk (Case BDP 25-10).

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
Legal Description
Queuing Exhibit
Sign Package
Fire Assessment
Correspondence
Letters Of Opposition
Staff Report
Decision Record
Minutes
Traffic Study
Presentation
Ordinance

SITE DEVELOPMENT PLANS FOR

HUBER HEIGHTS,OH (OLD TROY)

7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

PROJECT NUMBER:
91 070

SHEET INDEX	
SHEET NAME	NUMBER
COVER SHEET	C0.0
GENERAL NOTES	C0.1
DEMOLITION PLAN	C1.1
EROSION CONTROL PLAN	C1.2
SITE PLAN	C2.1
GRADING PLAN	C3.1
UTILITY PLAN	C4.1
LANDSCAPE PLAN	C5.1
STRIPING PLAN	C6.1
DETAILS	C7.1
DETAILS	C7.2



0 250 500

NOTE: DRAWING REPRODUCTION AND SCALING MAY CHANGE THE INDICATED GRAPHIC SCALES

H. SCALE: 1" = 500'

KNOWN EXISTING UTILITIES		
UTILITY	PROVIDER	PHONE NUMBER
ELECTRIC	DAYTON POWER & LIGHT	937-331-4137
WATER	CITY OF HUBER HEIGHTS WATER	937-233-3292
SANITARY SEWER	CITY OF HUBER HEIGHTS WASTEWATER	937-233-3292

TOTH & ASSOCIATES
1550 E. REPUBLIC ROAD
SPRINGFIELD, MO 65804
Ph: 417-888-0645 Fax: 417-888-0657
www.tothassociates.com
OH# 05960

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STATE OF OHIO
SHAWN W. BARRY
E-88665
PROFESSIONAL ENGINEER
03/13/2025

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

PROJECT NUMBER:
91 070

REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

C0.0
COVER SHEET

DATE: MARCH 13, 2025

CIVIL LEGENDS

ABBREVIATIONS

BC	BACK OF CURB
CC	STANDARD CATCH CURB
CL	CENTER LINE
CMP	CORRUGATED METAL PIPE
EP	EDGE OF PAVEMENT
EX	EXISTING
FES	FLARED END SECTION
FL	FLOW LINE
GT	GUTTER INVERT
GY	GUY WIRE
HDPE	HIGH DENSITY POLYETHYLENE
INV	INVERT
LF	LINEAR FEET
MC	MOUNTABLE CURB
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
SC	SPILL CURB
TB	TOP OF BASE ROCK
TC	TOP OF CURB
TG	TOP OF GROUND
TP	TOP OF PAVEMENT
TS	TOP OF SIDEWALK
TW	TOP OF WALL
TGV	TOP OF GRAVEL
EX TP	EXISTING TOP OF PAVEMENT

SYMBOLS

	MARKER STONE
	RIGHT OF WAY MARKER
	IRON PIN FOUND
	IRON PIN SET
	CUT CROSS
	CONTROL POINT
	BENCHMARK
S	SANITARY SEWER MANHOLE
D	STORM SEWER INLET
T	TELEPHONE MANHOLE
	POWER POLE
	GUY ANCHOR
	LIGHT POLE
TR	TELEPHONE RISER
	GAS VALVE
	GAS METER
	WATER VALVE
	WATER METER
	FIRE HYDRANT
	SPRINKLER HEAD
IRRG	IRRIGATION VALVE
	WELL
MB	MAIL BOX
	POST
CO	CLEANOUT
	SIGN
AC	AIR CONDITIONING UNIT

LINETYPES

PL	PROPERTY LINE
RW	RIGHT OF WAY LINE
S	SANITARY SEWER LINE
FM	SANITARY SEWER FORCE MAIN
ST	STORM SEWER LINE
IRR	IRRIGATION WATER LINE
FL	FLOW LINE
OHE	OVERHEAD ELECTRIC LINE
UE	UNDERGROUND ELECTRIC LINE
G	GAS LINE
W	WATER LINE
C	COMMUNICATIONS LINE
T	TELEPHONE LINE
FO	FIBER OPTIC LINE
CTV	CABLE TELEVISION
O	CHAIN LINK FENCE
X	BARBED WIRE FENCE
	WOOD FENCE
1000	EXISTING MAJOR CONTOUR
1001	EXISTING MINOR CONTOUR
1000	PROPOSED MAJOR CONTOUR
1001	PROPOSED MINOR CONTOUR
	TREE LINE
FPL	FEMA FLOODPLAIN
FFW	FEMA FLOODWAY

PROJECT CONTROL

BENCHMARKS

OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD '83 FOR HORIZONTAL VALUES AND NAVD'88 FOR VERTICAL VALUES.

SURVEY NOTES:

THE BOUNDARY LINES SHOWN HEREON ARE BASED ON A SURVEY PERFORMED JANUARY 30, 2025 BY STEVEN J. METCALF, STATE OF OHIO REGISTERED PROFESSIONAL SURVEYOR NO. 8622 AND IS NOT A PRODUCT OF TOTH & ASSOCIATES.

CONTROL POINT TABLE

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP 604	683002.8330	1508417.1810	952.966	GMAG FND
CP 608	683253.1580	1508695.6190	969.378	MONBOX FND 3/4IN ROD
CP 611	682764.8140	1507810.9010	928.883	MONBOX FND 3/4IN ROD
CP 620	683123.1030	1508628.5600	966.388	BM SCRIBED X SE CORNER IHOP SIGN CONC BASE
CP 621	683095.9600	1508400.6070	952.915	BM SCRIBED BACK OF STREET CURB SOUTH EDGE OF JOINT

FLOOD PLAIN INFORMATION:

FEMA PANEL #: 39113C0157E - EFFECTIVE DATE: 01/06/2005
FEMA ZONE - X: THE SUBJECT PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD ZONE

DEVELOPER:

BREW TEAM OH, LLC
ATTN: MR. LARRY WILSON
3108 VESTAL PARKWAY EAST, SUITE 1
VESTAL, NY 13850
607-427-3221

OWNER:

JOHN R. OETTINGER TR
90 CATALPA DRIVE
MENLO PARK, CA 94027

GENERAL CIVIL NOTES

1. THE GENERAL NOTES ON THE DRAWINGS ARE INTENDED TO SUPPLEMENT THE GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS. WHEN THE NOTES ON THE DRAWINGS CONFLICT WITH THE TECHNICAL REQUIREMENTS OUTLINED IN THE SPECIFICATIONS, THE MORE STRINGENT CRITERIA WILL GOVERN.
2. CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO THESE DRAWINGS, THE PROJECT TECHNICAL SPECIFICATIONS, AND THE APPLICABLE STANDARDS AND SPECIFICATIONS OF THE LOCAL AUTHORITY, UNLESS OTHERWISE NOTED.
3. ALL TRAFFIC CONTROL SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). DURING CONSTRUCTION, ACCESS SHALL BE MAINTAINED FOR EMERGENCY VEHICLES AND LOCAL TRAFFIC. THE FIRE, POLICE AND AMBULANCE DEPARTMENTS, SCHOOL BUS COMPANIES AND POST OFFICE ARE TO BE NOTIFIED 48 HOURS PRIOR TO ANY ROAD CLOSINGS.
4. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL UTILITIES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL THE STATE'S UTILITY LOCATE PHONE NUMBER AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. DURING CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UTILITIES WHERE CONFLICTS MIGHT OCCUR WITH PROPOSED UTILITIES OR GRADING ACTIVITIES. IF A CONFLICT BECOMES APPARENT THE CONTRACTOR SHALL CONTACT ENGINEER FOR DIRECTION. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE UTILITY COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION BEING PERFORMED.
5. EXISTING UNDERGROUND UTILITIES IN THE VICINITY OF THE WORK TO BE DONE ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE OR DISCOVERED BY THE ENGINEER IN PREPARATION OF THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING UNDERGROUND UTILITIES, INCLUDING SERVICE CONNECTIONS, IN ADVANCE OF CONSTRUCTION ACTIVITIES BY CONTACTING THE OWNERS THEREOF AND BY PROSPECTING. THE CONTRACTOR SHALL IMMEDIATELY INFORM THE OWNER AND ENGINEER IN WRITING OF ANY DISCREPANCIES WITH THE PLAN INFORMATION. ALL DAMAGE TO EXISTING UTILITIES, INCLUDING SERVICE CONNECTIONS, SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
6. THE CONTRACTOR SHALL NOT CHANGE OR DEVIATE FROM THE PLANS WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE OWNER AND ENGINEER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND OWNER WILL PAY ALL FEES AS REQUIRED BY PERMITS FOR THIS CONSTRUCTION.
8. ALL WORK WITHIN ROAD RIGHT OF WAY SHALL CONFORM TO EITHER THE LOCAL JURISDICTION OR THE STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS; WHICH EVER IS APPLICABLE.
9. ALL TRENCHES CROSSING THROUGH PAVED AREAS OR AREAS TO BE PAVED SHALL BE BACKFILLED FULL DEPTH WITH COMPACTED CRUSHED STONE MATERIAL AS PER PROJECT DETAILS AND SPECIFICATIONS.
10. ALL WORK AND MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
11. ANY ESTIMATES OF QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR AND SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS SHOWN ON PLANS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE PUBLIC STREETS IN THE VICINITY OF THE JOB CLEAN AND FREE OF ROCKS, SOIL AND DEBRIS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF THE RIGHT OF WAY AND FOR DAMAGED IMPROVEMENTS SUCH AS CURBS, SIDEWALKS, STREET LIGHT AND TRAFFIC SIGNAL JUNCTION BOXES, TRAFFIC SIGNAL LOOP WIRING, SIGNAL POLES AND ETC. DAMAGED IMPROVEMENTS SHALL BE REPAIRED IN CONFORMANCE WITH THE LATEST CITY AND STATE REGULATIONS AND TO THEIR SATISFACTION.
14. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION AS OUTLINED IN THE EROSION CONTROL PLAN AND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). IF APPLICABLE. EROSION CONTROL PROCEDURES SHALL BE IN PLACE PRIOR TO GRADING ACTIVITIES.
15. THE CONTRACTOR SHALL CLEAN OUT ALL INLETS, PIPES AND MANHOLES OF DEBRIS AND SEDIMENTATION AT THE COMPLETION OF SITE WORK. THIS WORK SHALL BE DONE TO THE SATISFACTION OF THE OWNER AND LOCAL JURISDICTION.
16. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS. ANY PROPERTY CORNERS DISTURBED OR DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE RESET BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE IN WHICH THE PROJECT IS LOCATED, AT THE CONTRACTOR'S EXPENSE.
17. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE SITE AT ALL TIMES.
18. THE CONTRACTOR IS OBLIGATED TO INSPECT FOR EXISTING CONDITIONS AND/OR INSTALLATIONS AND AVAILABLE INFORMATION PRIOR TO SUBMITTING A BID. NO EXTRA COSTS WILL BE PAID TO THE CONTRACTOR DUE TO UNANTICIPATED EXISTING CONDITIONS AND/OR INSTALLATIONS. ANY DELAY, ADDITIONAL WORK, FEES OR EXTRA COST TO THE CONTRACTOR CAUSED BY OR RESULTING FROM DAMAGE TO OR MODIFICATION OF EXISTING INSTALLATIONS BY THE CONTRACTOR OR AFFECTED UTILITY COMPANY SHALL NOT CONSTITUTE A CLAIM FOR EXTRA WORK, ADDITIONAL PAYMENT OR DAMAGES.

DEMOLITION NOTES

JOB CONDITIONS

1. THE OWNER ASSUMES NO RESPONSIBILITY FOR THE ACTUAL CONDITION OF ANY STRUCTURES TO BE DEMOLISHED.
2. ITEMS OF SALVAGEABLE VALUE TO THE CONTRACTOR MAY BE REMOVED FROM THE PROJECT SITE AT THE APPROVAL OF THE OWNER. TRANSPORT THE SALVAGED ITEMS FROM THE SITE AS THEY ARE REMOVED.
3. THE USE OF EXPLOSIVES WILL NOT BE PERMITTED ON THIS PROJECT.
4. THE CONTRACTOR SHALL CONDUCT THE DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
5. THE CONTRACTOR SHALL INSURE SAFE PASSAGE OF PERSONS AROUND THE DEMOLITION AREA. CONDUCT OPERATIONS TO PREVENT DAMAGE TO ADJACENT BUILDING STRUCTURES AND OTHER FACILITIES THAT ARE TO REMAIN; AND INJURY TO PERSONS.
6. PROVIDE INTERNAL AND EXTERNAL SHORING, BRACING OR SUPPORT TO PREVENT MOVEMENT, SETTLEMENT OR COLLAPSE OF ANY STRUCTURES TO BE DEMOLISHED AND ANY ADJACENT FACILITIES TO REMAIN.
7. MAINTAIN EXISTING UTILITIES INDICATED TO STAY IN SERVICE AND PROTECT AGAINST DAMAGE DURING DEMOLITION OPERATIONS. DISCONNECT ALL UTILITIES SERVING ANY STRUCTURES TO BE DEMOLISHED, PRIOR TO START OF DEMOLITION WORK.

DEMOLITION

1. POLLUTION CONTROLS: USE WATER SPRINKLING, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT DUST AND DIRT RISING AND SCATTERING IN AIR. COMPLY WITH GOVERNMENT REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
2. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITIONS AS THEY EXIST PRIOR TO START OF WORK.
3. BREAK UP AND REMOVE CONCRETE SLABS ON GRADE, UNLESS OTHERWISE SHOWN TO REMAIN.
4. BELOW-GRADE CONSTRUCTION: DEMOLISH FOUNDATION WALLS AND OTHER BELOW GRADE CONSTRUCTION, INCLUDING CONCRETE SLABS, TO A DEPTH OF NOT LESS THAN 12" BELOW THE LOWEST FOUNDATION LEVEL.
5. FILLING VOIDS: COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION AS OUTLINED BELOW.
6. USE SATISFACTORY SOIL MATERIALS AS DEFINED IN THE GEOTECHNICAL ENGINEERING REPORT, IF AVAILABLE, CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER.
7. PRIOR TO PLACEMENT OF FILL MATERIAL, ENSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROST OR FROZEN MATERIAL, TRASH AND DEBRIS.
8. PLACE FILL MATERIAL IN HORIZONTAL LAYERS AT DEPTHS AND MOISTURE CONTENTS AS RECOMMENDED BY THE GEOTECHNICAL ENGINEERING REPORT, IF AVAILABLE.
9. AFTER FILL PLACEMENT AND COMPACTION, GRADE THE SURFACE TO MEET ADJACENT CONTOURS AND TO PROVIDE FLOW TO SURFACE STRUCTURES.
10. ALL TREES INDICATED TO BE REMOVED SHALL BE REMOVED IN ACCORDANCE WITH THE STATE PARKS AND WILDLIFE'S WILD HABITAT ASSESSMENT PROGRAM FOR THE SITE PER PROJECT SPECIFICATIONS. TREES ON THE SITE MAY BE SAFELY REMOVED FROM NOVEMBER 1 THROUGH MARCH 31. IF ANY TREES NEED TO BE REMOVED OUTSIDE OF THIS TIMEFRAME, CONTRACTOR SHALL FOLLOW BEST PRACTICES AS PRESCRIBED BY THE US FISH AND WILDLIFE SERVICE TO PRESERVE THE HABITAT OF ANY ENDANGERED SPECIES POTENTIALLY PRESENT ON SITE.

DISPOSAL OF DEMOLISHED MATERIALS

1. REMOVE FROM SITE ACCUMULATED VEGETATION, DEBRIS, RUBBISH AND OTHER MATERIAL RESULTING FROM THE DEMOLITION OPERATION.
2. BURNING OF COMBUSTIBLE MATERIALS FROM DEMOLISHED STRUCTURES AND VEGETATION WILL NOT BE PERMITTED ON SITE.
3. REMOVAL: TRANSPORT MATERIALS REMOVED FROM DEMOLISHED STRUCTURES, VEGETATION, PAVEMENT AND BASE ROCK AND LEGALLY DISPOSE OFF SITE.

PROTECTION OF EXISTING STRUCTURES AND VEGETATION

1. CONTRACTOR SHALL INSTALL 6' STEEL FENCE POSTS, DRIVEN 18" INTO THE GROUND, AT 10' ON CENTER AT TREE DRIP LINES AND INSTALL 4" TENAX ORANGE WARNING BARRIER, OR EQUAL, ATTACHED AS RECOMMENDED BY THE MANUFACTURER, TO PROTECT EXISTING TREES DURING CONSTRUCTION. CONTRACTOR SHALL REMOVE POSTS AND FENCE FABRIC AFTER ALL CONSTRUCTION IS COMPLETE.

SEDIMENT & EROSION CONTROL NOTES

1. THE EROSION CONTROL PLAN SHOWS THE LOCATION AND DETAILS FOR PRIMARY EROSION CONTROLS TO BE CONSTRUCTED. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING EROSION AND DISCHARGE OF SEDIMENT FROM THE SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES DURING ALL PHASES OF HIS OPERATIONS REGARDLESS OF WHETHER THEY ARE SPECIFICALLY NOTED ON THE EROSION CONTROL PLAN AND SHALL MAINTAIN AND REPLACE CONTROLS AS NECESSARY DURING THE COURSE OF HIS OPERATIONS.
2. INITIAL SEDIMENT CONTROLS SHOWN ON THE EROSION CONTROL PLAN MUST BE INSTALLED PRIOR TO ANY OTHER WORK.
3. THE CONTRACTOR SHALL CLEAN ALL STREETS BOTH INTERIOR AND ADJACENT TO THE SITE, AS NEEDED AFTER EACH RAINFALL AND AT THE END OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST DURING CONSTRUCTION AND SHALL WATER CONSTRUCTION AREAS WHENEVER CONDITIONS WARRANT.
5. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING SILT FROM STORM DRAINS, INLETS, CULVERTS, ETC. PRIOR TO APPROVAL OF CONSTRUCTION.
6. ALL DISTURBED AREAS NOT RECEIVING OTHER PERMANENT STABILIZATION SUCH AS PAVEMENT, ROOFS, SOD AND ETC., SHALL BE SEEDED AND MULCHED, AS PER THE PROJECT SPECIFICATIONS BEFORE TEMPORARY SEDIMENT CONTROLS CAN BE REMOVED AND PRIOR TO FINAL APPROVAL OF CONSTRUCTION.
7. IF APPLICABLE THE CONTRACTOR SHALL CONFORM TO ALL REQUIREMENTS AS PUT FORTH IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP SHALL BE CONSIDERED AS A STARTING POINT FOR SEDIMENT AND EROSION CONTROLS AND THE CONTRACTOR WILL BE RESPONSIBLE FOR REVISING AND UPDATING EROSION CONTROLS AS SITE CONDITIONS CHANGE DURING THE COURSE OF CONSTRUCTION.

UTILITY CONSTRUCTION NOTES

1. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL UTILITIES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL THE STATE'S UTILITY LOCATE PHONE NUMBER AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING UTILITY CONSTRUCTION ACTIVITIES. DURING CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UTILITIES WHERE CONFLICTS MIGHT OCCUR WITH PROPOSED UTILITIES. IF A CONFLICT BECOMES APPARENT THE CONTRACTOR SHALL CONTACT ENGINEER FOR DIRECTION. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE UTILITY COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION BEING PERFORMED.
2. ALL TRENCHES CROSSING PAVED AREAS OR AREAS TO BE PAVED SHALL BE BACKFILLED FULL DEPTH WITH COMPACTED BEDDING MATERIAL IN CONFORMANCE WITH PROJECT DETAILS AND SPECIFICATIONS.
3. ALL UTILITY CONSTRUCTION AND MATERIALS SHALL BE IN CONFORMANCE WITH CITY AND LOCAL FIRE DEPARTMENT REQUIREMENTS AND STANDARD PLANS AND SPECIFICATIONS.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NOT OBTAINED BY THE OWNER.
5. INSTALL TRACER WIRE WITH ALL SANITARY SEWER AND POTABLE WATER UTILITIES AS REQUIRED. CONNECT TRACER WIRE TO EXISTING TRACER WIRE AND STUB UP END OF THE TRACER WIRE AT THE ENDS OF RUNS IN ACCORDANCE WITH UTILITY OWNER'S SPECIFICATIONS.
6. ALL HDPE PIPE, JOINTS AND FITTINGS SHALL BE ADS N-12 OR EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS..
7. COORDINATE THE INSTALLATION OF THE STORM SEWER WITH THE INSTALLATION OF THE POTABLE WATER, COMMUNICATION, ELECTRIC AND SANITARY SEWER TO AVOID CONFLICTS.
8. EARTHWORK SHALL BE PLACED TO FINISH GRADE IN THE IMMEDIATE AREA OF UTILITIES PRIOR TO CONSTRUCTION OF UTILITIES TO INSURE PROPER DEPTH OF COVER FOR UTILITIES.
9. ALL MATERIALS TO BE SUPPLIED AND LABOR TO BE DONE BY CONTRACTOR SHALL BE COMPLETED AS A PART OF THIS WORK, UNLESS STATED OTHERWISE.
10. ALL UTILITY SERVICE LINES SHALL BE KEPT IN SERVICE AND PROTECTED DURING CONSTRUCTION OPERATIONS. THE DRAWINGS INDICATE THE LOCATION OF KNOWN EXISTING UTILITY SERVICE LINES AS COULD BE DETERMINED.
11. ANY RELOCATION OF UTILITY SERVICE LINES THAT ARE REQUIRED TO COMPLETE THE PROJECT IS TO BE COMPLETED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND IS TO CONSIDERED SUBSIDIARY TO OTHER PROJECT COSTS.
12. ALL WATER, SEWER, FIBER OPTIC CABLE, GAS SERVICE AND OTHER UTILITY REQUIREMENTS SHALL BE COORDINATED WITH THE APPROPRIATE LOCAL UTILITY PROVIDERS PRIOR TO INSTALLATION. ALL COSTS ASSOCIATED WITH THE WATER, SEWER, FIBER OPTIC CABLE, GAS SERVICE ENTRANCE AND OTHER UTILITY REQUIREMENTS SHALL BE BORNE BY THE CONTRACTOR, INCLUDING THOSE COSTS, IF ANY, FROM THE LOCAL UTILITY PROVIDERS AND INCLUDE ALL COSTS ASSOCIATED WITH WORK PERFORMED BY THE LOCAL UTILITY PROVIDERS AND CONNECTION FEES INTO THEIR BID.

SITE GRADING NOTES

1. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL UTILITIES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL THE STATE'S UTILITY LOCATE PHONE NUMBER AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING SITE GRADING ACTIVITIES. DURING GRADING ACTIVITIES THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF EXISTING UTILITIES WHERE CONFLICTS MIGHT OCCUR. IF A CONFLICT BECOMES APPARENT THE CONTRACTOR SHALL CONTACT ENGINEER FOR DIRECTION. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE UTILITY COMPANIES WHICH HAVE FACILITIES IN THE NEAR VICINITY OF THE CONSTRUCTION BEING PERFORMED.
2. CONTRACTOR SHALL USE CAUTION AROUND ALL EXISTING UTILITIES LOCATED ON SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRS OF SUCH STRUCTURES WHEN BROKEN OR OTHERWISE DAMAGED BY CONSTRUCTION.
3. SEDIMENT AND EROSION CONTROLS IN CONFORMANCE WITH THE EROSION CONTROL PLAN AND THE APPLICABLE SPECIFICATIONS SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF SITE GRADING ACTIVITIES.
4. CONTRACTOR SHALL STRIP THE TOPSOIL FROM ALL AREAS TO BE DISTURBED AND STOCKPILE IT IN A LOCATION CHOSEN BY THE OWNER PRIOR TO BEGINNING SITE GRADING. OWNER SHALL BE CONTACTED TO DETERMINE WHAT SHALL BE DONE WITH EXCESS TOPSOIL. PROPER DRAINAGE OF THE STOCKPILES SHALL BE MAINTAINED.
5. THE SUBGRADE FOR THE PROJECT SITE SHALL BE COMPACTED TO 95% STANDARD PROCTOR AS DETERMINED BY ASTM-D698. COMPACTION SHALL BE ACCOMPLISHED AT MOISTURE CONTENTS AS SPECIFIED IN THE GEOTECHNICAL ENGINEER'S REPORT. ALL SOFT AREAS FOUND DURING COMPACTION SHALL BE REMEDIATED IN CONFORMANCE WITH THE GEOTECHNICAL ENGINEERING REPORT, IF AVAILABLE.
6. STONES OR BOULDERS MEASURING GREATER THAN 12" IN ANY DIMENSION SHALL NOT BE PLACED IN THE UPPER 3 FEET OF THE FILL. IN STUMP HOLES, AROUND PIPE AND STRUCTURES AND IN OTHER RESTRICTED AREAS WHERE IT IS NOT PRACTICAL TO USE A ROLLER, THE MATERIAL SHALL BE COMPACTED BY HAND.
7. CONTRACTOR IS RESPONSIBLE FOR ADDRESSING AND CORRECTING UNSUITABLE SOIL CONDITIONS RELATED TO WET SOILS AND OTHER CONDITIONS. THE UNSUITABLE CONDITIONS MUST BE CORRECTED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT, IF AVAILABLE, TO MEET PROJECT NEEDS.
8. CONTRACTOR SHALL NOTIFY THE OWNERS OR THEIR REPRESENTATIVE FOR INSPECTION PRIOR TO PLACEMENT OF CRUSHED STONE BASE AND ALSO PRIOR TO PLACEMENT OF PAVEMENT MATERIALS.
9. THE CONTOURS, SPOT ELEVATIONS AND BUILDING FLOOR ELEVATIONS SHOWN ARE TO FINISH GRADE FOR SURFACE OF PAVEMENT, TOP OF SIDEWALKS AND CURBS, TOP OF FLOOR SLABS ETC. REFER TO TYPICAL SECTIONS FOR PAVING, SLAB AND AGGREGATE BASE THICKNESS TO DEDUCT FOR GRADING LINE ELEVATIONS.
10. CONTRACTOR SHALL FINISH GRADE EARTH SLOPES AS SHOWN TO NO STEEPER THAN 1 FOOT VERTICAL TO 3 FEET HORIZONTAL.
11. CONTRACTOR SHALL GRADE LANDSCAPED AREAS AT A MINIMUM OF 1% TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND SIDEWALKS WHEN FINISH LANDSCAPE MATERIALS ARE IN PLACE.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL EARTHWORK QUANTITIES. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS AS SHOWN ON THE PLANS. NO EXTRA PAYMENT WILL BE MADE FOR OBTAINING FILL MATERIAL FROM OFF-SITE AREAS REQUIRED TO CONSTRUCT FILL TO THE LINES AND GRADES INDICATED ON THE DRAWINGS.
13. NO CLASSIFICATION OF EXCAVATED MATERIALS WILL BE MADE UNLESS OTHERWISE SPECIFIED IN THE PROJECT DOCUMENTS. EXCAVATION WORK SHALL INCLUDE THE REMOVAL AND SUBSEQUENT HANDLING OF ALL MATERIALS EXCAVATED OR OTHERWISE REMOVED FOR THE PERFORMANCE OF THE WORK, REGARDLESS OF TYPE, CHARACTER, COMPOSITION OR CONDITION THEREOF. NO ADDITIONAL PAYMENT WILL BE MADE FOR ROCK EXCAVATIONS UNLESS OTHERWISE SPECIFIED IN THE PROJECT DOCUMENTS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE AMOUNT OF ROCK EXCAVATION, IF ANY, TO BE INCLUDED IN HIS BID.
14. ALL DISTURBED AREAS, NOT RECEIVING PERMANENT STABILIZATION, SHALL HAVE 4" OF TOPSOIL REPLACED, TO LEAVE A SMOOTH SEEDBED SUITABLE TO RECEIVE SEED. SURFACE ROCK 1-1/2" OR GREATER IN ANY DIMENSION SHALL BE REMOVED FROM ALL FINISH GRADED AREAS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SEEDING WORK.
15. THE CONTRACTOR SHALL GRADE ALL AREAS DISTURBED DURING THE COMPLETION OF THIS PROJECT TO PREVENT PONDING OR EROSION ON THIS SITE OR ADJACENT UNDISTURBED AREAS.
16. ALL ITEMS REMOVED SHALL BE DISPOSED OFF SITE BY THE CONTRACTOR IN ACCORDANCE WITH REQUIREMENTS OF LOCAL AUTHORITIES.
17. PRIOR TO MOVING OFF THE PROJECT SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO MAKE A FINAL REVIEW OF THE CONSTRUCTION SITE.
18. IN THE EVENT THAT BLASTING IS PERMITTED ON THE PROJECT, THE CONTRACTOR SHALL COMPLY WITH ALL LAWS, ORDINANCES, APPLICABLE SAFETY CODE REQUIREMENTS AND REGULATIONS RELATIVE TO THE HANDLING, STORAGE AND USE OF EXPLOSIVES AND THE PROTECTION OF LIFE AND PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE CAUSED BY HIS BLASTING OPERATIONS.

SAFETY NOTICE TO CONTRACTOR

1. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
2. THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.

UTILITY DISCLAIMER

1. INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

USE OF CONSTRUCTION DOCUMENTS

1. DRAWINGS AND SPECIFICATIONS ARE PROVIDED AS A SERVICE. DRAWINGS AND SPECIFICATIONS ARE NOT INTENDED FOR USE ON OTHER PROJECTS AT THIS SITE OR OTHER SITES WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
2. DRAWING REPRODUCTION AND SCALING MAY ALTER THE INDICATED GRAPHIC SCALES.

SEVEN BREW COFFEE 73 DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
PROFESSIONAL ENGINEER
03/13/2025

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

PROJECT NUMBER:
91.070

REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

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OH# 05960
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C0.1
GENERAL NOTES

DATE: MARCH 13, 2025



HATCH LEGEND:

= ASPHALT AREA TO BE REMOVED.

= CONCRETE AREA TO BE REMOVED.

KEY NOTES:

1. SAW CUT CLEAN EDGE FOR PAVEMENT REMOVAL. PROTECT EDGE OF PAVEMENT DURING CONSTRUCTION.
2. REMOVE 90 S.F. ± OF CONCRETE SIDEWALKS.
3. REMOVE 55 L.F. ± OF CONCRETE CURB.
4. REMOVE 17,630 S.F. ± OF ASPHALT PAVEMENT.
5. REMOVE 10 S.F. ± OF CONCRETE PAVEMENT.
6. REMOVE EXISTING LIGHT POLE WITH CONCRETE BASE.
7. PROTECT SIGN POST AND FOUNDATION.
8. DO NOT DISTURB EXISTING SIDEWALK.
9. PROTECT EXISTING SANITARY SEWER CLEAN OUT AND LATERAL.

7 BREW COFFEE DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
PROFESSIONAL ENGINEER
03/13/2025

ENGINEER OF RECORD:

NAME: SHAWN W. BARRY

LICENSE NO. OH #E-88665

PROJECT NUMBER:
91 070

REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)

7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

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H. SCALE: 1" = 10'

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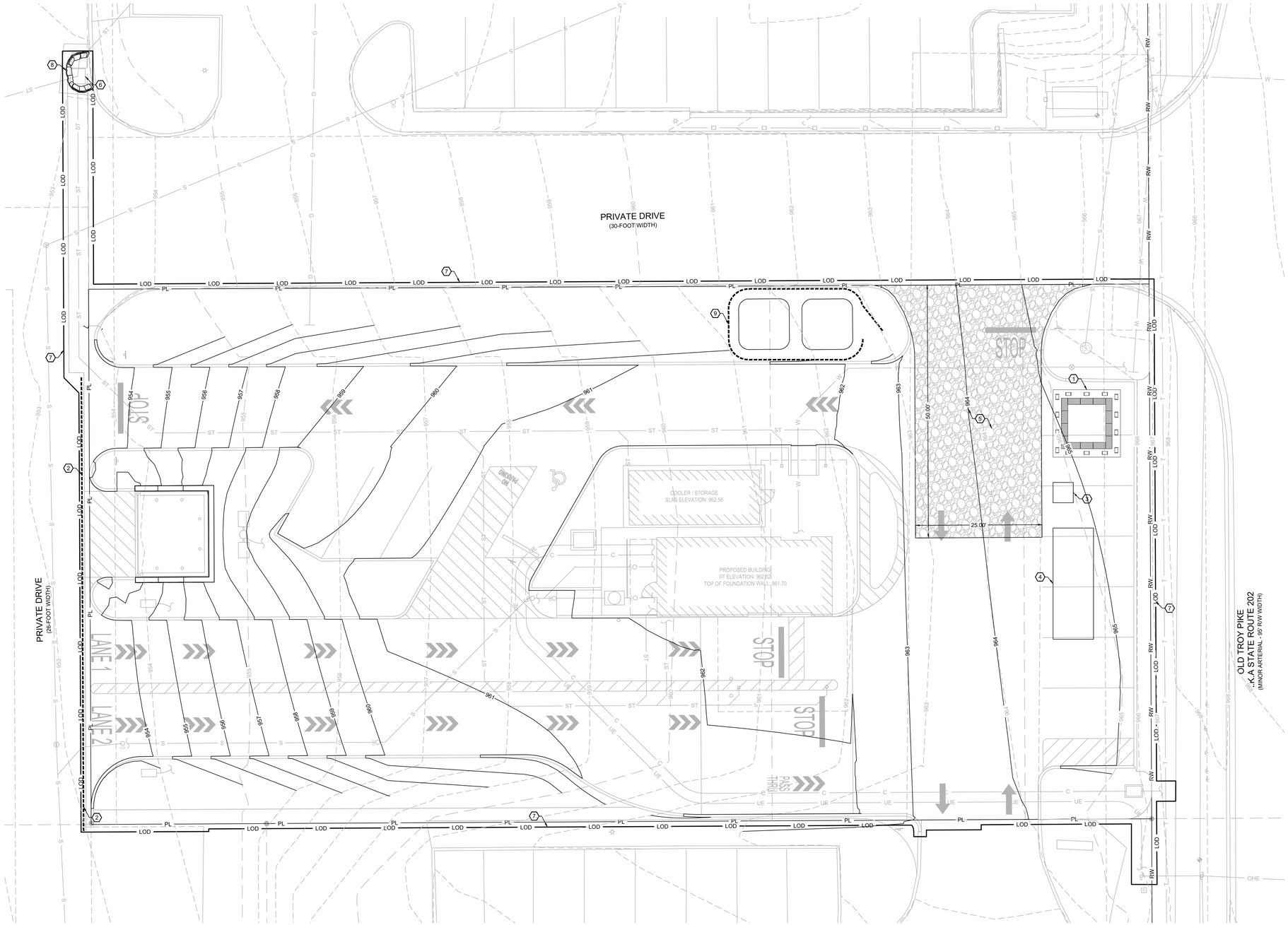
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C1.1

DEMOLITION PLAN

DATE: MARCH 13, 2025



KEY NOTES:

1. APPROXIMATE LOCATION OF CONCRETE WASHOUT PER DETAIL 1.03 SHEET C7.1.
2. INSTALL 90 L.F. ± OF COMPOST FILTER SOCK PER DETAIL 1.02 SHEET C7.1.
3. APPROXIMATE LOCATION OF PORTABLE RESTROOM.
4. APPROXIMATE LOCATION OF TEMPORARY ROLL-OFF DUMPSTER.
5. INSTALL TEMPORARY CONSTRUCTION ENTRANCE PER DETAIL 1.01 SHEET C7.1.
6. PROPOSED OUTFALL.
7. LIMITS OF DISTURBANCE = 0.54 ACRES.
8. CURB INLET SEDIMENT BARRIER PROTECTION PER DETAIL 1.04 SHEET C7.2.
9. APPROXIMATE LOCATION OF SOIL STOCKPILES. PROTECT STOCKPILES WITH COMPOST FILTER SOCK.

PHASING TABLE:

PHASE	CONSTRUCTION ACTIVITIES	BEST MANAGEMENT PRACTICES INSTALLED
PHASE 1 (PRE - CONSTRUCTION)	INSTALLATION OF PRE-CON BMP'S	~ TREE PROTECTION ~ CONSTRUCTION ENTRANCE ~ PERIMETER CONTROL (SILT SOCK)
PHASE 2	CLEARING	~ RETAIN TOPSOIL ~ STOCK PILE PROTECTION ~ DEWATERING ~ DUST CONTROL
PHASE 3	CONSTRUCTION	~ CONCRETE WASHOUT PIT ~ CONSTRUCTION ENTRANCE ~ TEMPORARY SEEDING
PHASE 4 (FINAL STABILIZATION)	FINAL STABILIZATION OF ALL DISTURBED AREAS	~ HYDROSEED ~ RIP RAP PLACEMENT ~ SEED / STRAW

SEVEN BREW COFFEE DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
PROFESSIONAL ENGINEER
03/13/2025

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

PROJECT NUMBER:
91.070

REVISION:

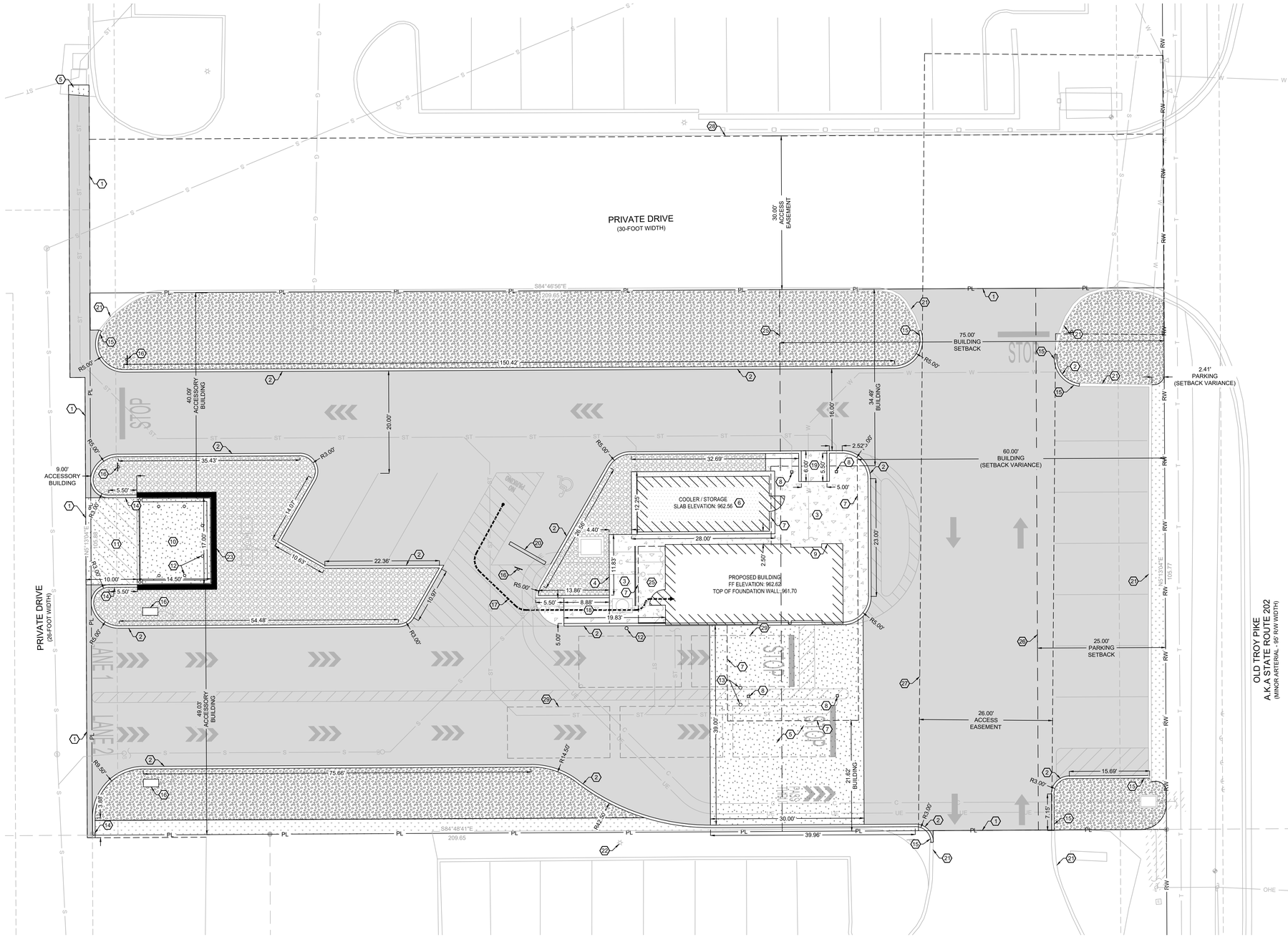
7 BREW COFFEE
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C1.2
EROSION CONTROL PLAN
DATE: MARCH 13, 2025



HATCH LEGEND:

- = ASPHALT PAVEMENT PER DETAIL 2.06 SHEET C7.1.
- = CONCRETE SIDEWALK PER SIDEWALK DETAIL 2.02 SHEET C7.1.
- = CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAIL 2.03 AND 2.05 SHEET C7.1.
- = COOLER/STORAGE PAD PER STRUCTURAL DETAIL 7 SHEET S2.1.
- = LAWN RESTORATION. INSTALL TOPSOIL, SEED, & MULCH IN ACCORDANCE WITH PROJECT SPECIFICATIONS. EXTENTS SHOWN DO NOT NECESSARY REFLECT FULL EXTENTS OF RESTORATION REQUIRED. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS.
- = TURF GRASS SOD. INSTALL PER SUPPLIER'S INSTALLATION INSTRUCTIONS.
- = LANDSCAPE ROCK. PLACE 6" OF 1" - 2" RIVER ROCK OVER COMMERCIAL GRADE WEED FABRIC.
- = LANDSCAPE MULCH. SMOOTH SOIL SHALL BE COVERED BY WEED FABRIC AND TOPPED WITH 3 TO 4-INCH LAYER OF SHREDDED HARDWOOD MULCH, MATCH EXISTING COLOR.

KEY NOTES:

1. MATCH EXISTING PAVEMENT.
2. CONCRETE CURB PER DETAIL 2.01 SHEET C7.1.
3. SIDEWALK PER DETAIL 2.02 SHEET C7.1.
4. EDGE OF CONCRETE SLAB TO BE THICKENED CONCRETE PER STOOP/WALK EDGE DETAIL 2.04 SHEET C7.1.
5. CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAILS 2.03 & 2.05 SHEET C7.1.
6. REMOTE COOLER LOCATION, COOLER TO BE INSTALLED ON 4" THICK CONCRETE PAD WITH THICKENED EDGE PER STRUCTURAL PLANS.
7. BUILDING CANOPY OUTLINE.
8. CANOPY COLUMNS LOCATIONS, TYPICAL.
9. BUILDING FOUNDATION WALL AND FOOTING PER STRUCTURAL PLANS. REFER TO DETAIL 2.07 SHEET C7.1 FOR FOUNDATION WALL ELEVATION.
10. CONCRETE PAVEMENT FOR TRASH ENCLOSURE PER CONCRETE PAVEMENT DETAILS 2.03 & 2.05 SHEET C7.1.
11. TRASH ENCLOSURE AND GATE, PER ARCHITECTURAL PLANS.
12. 6' PIPE BOLLARD, TYPICAL PER DETAIL 2.09 SHEET C7.1.
13. 3' PIPE BOLLARD, TYPICAL PER DETAIL 2.09 SHEET C7.1.
14. INSTALL CURB TRANSITION PER DETAIL 2.15 SHEET C7.2.
15. CONNECT TO EXISTING CURB.
16. SIGN, SEE SHEET C6.1.
17. ACCESSIBLE PATH FROM PARKING TO BUILDING.
18. TYPE 3 ADA CURB RAMP PER DETAIL 2.13 SHEET C7.2.
19. TYPE 4 ADA CURB RAMP PER DETAIL 2.14 SHEET C7.2.
20. CONCRETE WHEEL STOP PER DETAIL 2.18 SHEET C7.2.
21. EXISTING CURB, DO NOT DISTURB.
22. EXISTING LIGHT POLE, TO REMAIN.
23. TRASH ENCLOSURE WALL AGAINST GRADE, SEE ARCHITECTURAL DETAILS.
24. FROST PROOF SLAB PER DETAIL 9 SHEET S2.1.
25. 75-FOOT BUILDING SETBACK LINE.
26. 25-FOOT PARKING SETBACK LINE.
27. 26-FOOT ACCESS EASEMENT.
28. 30-FOOT ACCESS EASEMENT.
29. 10' x 20' QUEUING SPACE, TYPICAL.

PROPOSED USE:

RESTAURANT WITH DRIVE THRU.

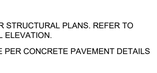
ZONING:

ZONING: PC - PLANNED COMMERCIAL.

PARKING REQUIREMENTS:

1 SPACE PER EMPLOYEE DURING LARGEST SHIFT = 8 STALLS.
PROVIDED = 11 STALLS, 10 STANDARD AND 1 ADA.
QUEUE SPACES REQUIRED = 5
QUEUE SPACES PROVIDED = 14

QUEUING SPACES:



STORMWATER NOTES:

PRE-PROJECT IMPERVIOUS AREA	= 18,446 S. F.
PRE-PROJECT PERVIOUS AREA	= 4,922 S. F.
POST-PROJECT IMPERVIOUS AREA	= 17,161 S. F.
POST-PROJECT PERVIOUS AREA	= 6,207 S. F.

NOTE:
CALCULATIONS PROVIDED FOR IMPERVIOUS SURFACE LIMITS ARE THE LIMITS OF DISTURBANCE.

BUILDING AND LOT DATA:

PROJECT FOOTPRINT	23,368 S.F. = 0.54 ACRES
PROPOSED BUILDING (1 STORY) - RETAIL	= 510 S.F.
REMOTE COOLER	= 280 S.F.

CONSTRUCTION TYPE: V-B

QUANTITIES

CURB:	795 L.F.
ASPHALT PAVEMENT:	12,905 S.F.
8" CONCRETE PAVEMENT:	1,600 S.F.
4" CONCRETE SIDEWALK:	695 S.F.
COOLER/STORAGE SLAB:	345 S.F.
TURF GRASS SOD:	540 S.F.
LANDSCAPING ROCK:	1,445 S.F.
LANDSCAPE MULCH:	3,810 S.F.
LAWN RESTORATION:	70 S.F.

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H. SCALE: 1" = 10'

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SEVEN BREW COFFEE DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
PROFESSIONAL ENGINEER
03/13/2025

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

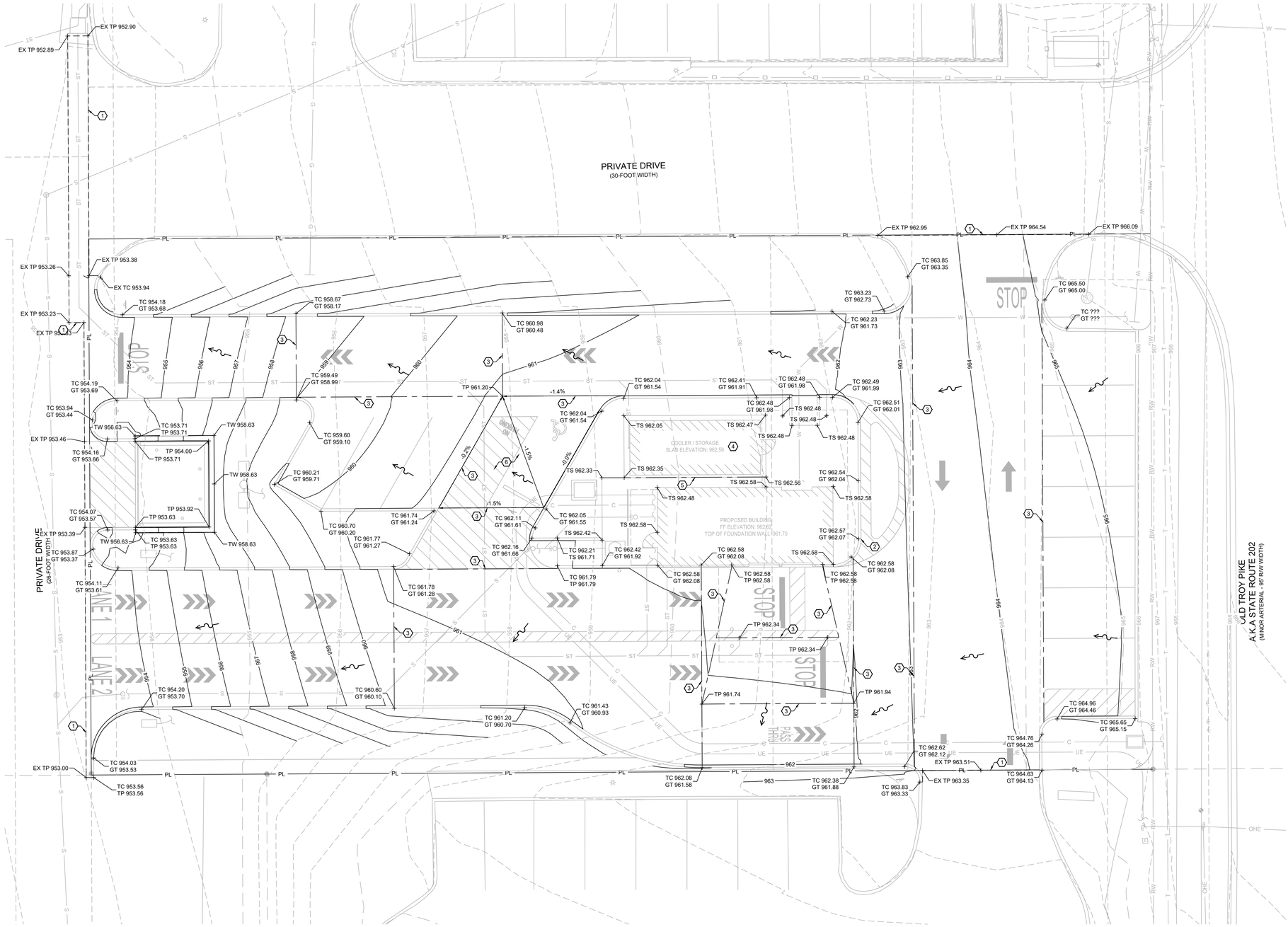
PROJECT NUMBER:
91 070

REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

C2.1
SITE PLAN

DATE: MARCH 13, 2025



KEY NOTES:

1. MATCH EXISTING ELEVATION.
2. HIGH POINT IN PAVEMENT.
3. CENTERLINE OF GRADE BREAK IN PAVEMENT.
4. PROPOSED REMOTE COOLER.
5. PROVIDE POSITIVE DRAINAGE IN BETWEEN BUILDING AND REMOTE COOLER.
6. ADA PARKING AREA NOT TO EXCEED 2% SLOPES IN ALL DIRECTIONS.

ABBREVIATIONS

BC	BACK OF CURB
CC	STANDARD CATCH CURB
CL	CENTER LINE
CMP	CORRUGATED METAL PIPE
EP	EDGE OF PAVEMENT
FES	FLARED END SECTION
FL	FLOW LINE
GT	GUTTER INVERT
GY	GUY WIRE
HDPE	HIGH DENSITY POLYETHYLENE
INV	INVERT
LF	LINEAR FEET
MC	MOUNTABLE CURB
PVC	POLYVINYL CHLORIDE PIPE
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
SC	SPILL CURB
TB	TOP OF BASE ROCK
TC	TOP OF CURB
TG	TOP OF GROUND
TP	TOP OF PAVEMENT
TS	TOP OF SIDEWALK
TW	TOP OF WALL
EX TP	EXISTING TOP OF PAVEMENT
EX TS	EXISTING TOP OF SIDEWALK
	DIRECTION OF SHEET FLOW

7 BREW COFFEE
DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
PROFESSIONAL ENGINEER
03/13/2025

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

PROJECT NUMBER:
91.070

REVISION:

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HUBER HEIGHTS,OH (OLD TROY)
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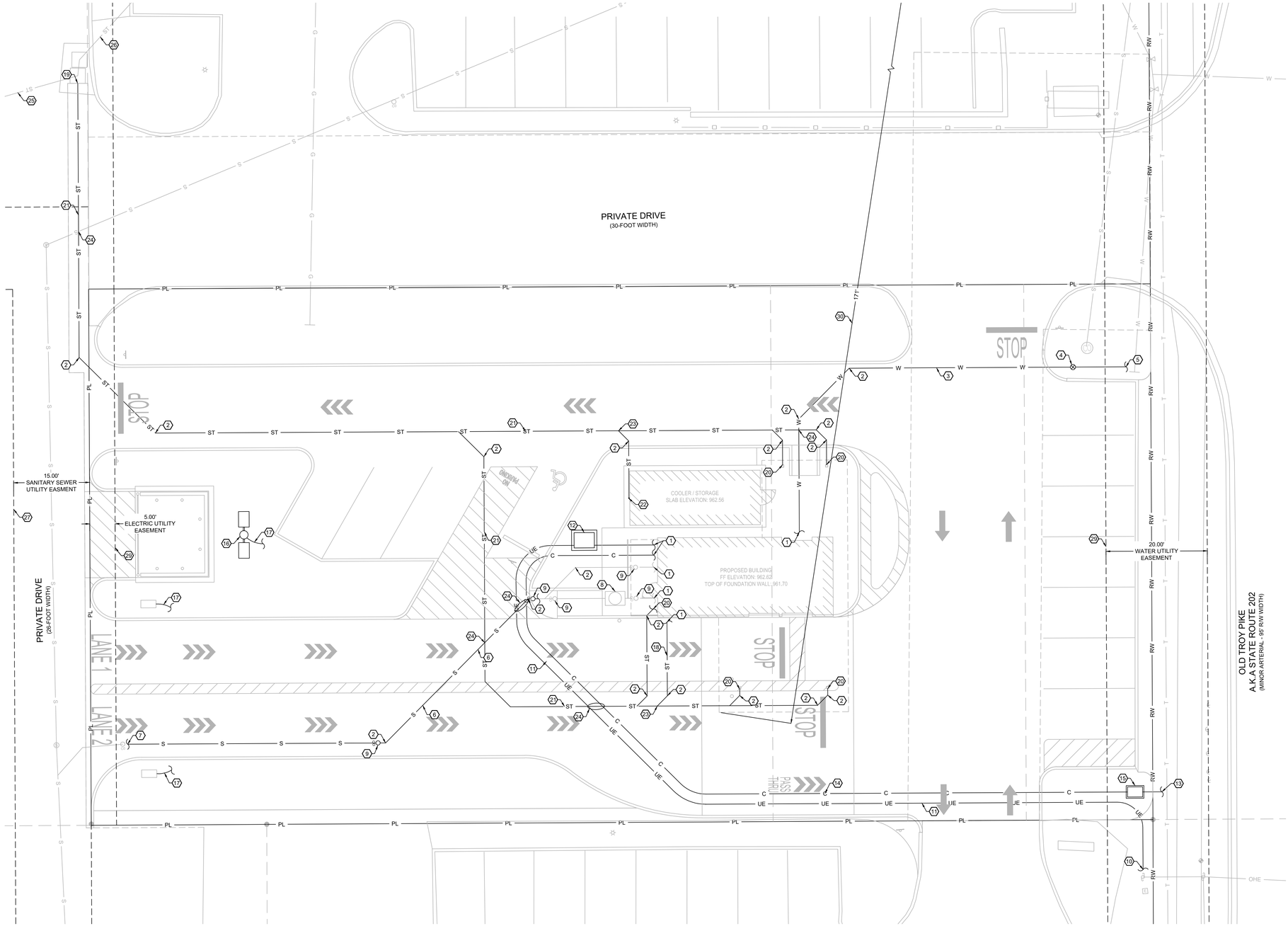
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C3.1
GRADING PLAN

DATE: MARCH 13, 2025



KEY NOTES:

1. CONTINUATION OF UTILITY TO BUILDING.
2. INSTALL 45° BEND, TYPICAL.
3. INSTALL 80 L.F. ± OF 1" SCH. 80 PVC WATER LINE TO BE INSTALLED BY CONTRACTOR FROM WATER METER TO BUILDING PER PIPE INSTALLATION DETAIL 4.01 SHEET C7.2.
4. 1" WATER METER TO BE INSTALLED BY WATER UTILITY PROVIDER. CONTRACTOR TO CONFIRM FINAL WATER METER LOCATION WITH THE WATER UTILITY PROVIDER PRIOR TO INSTALLATION OF WATER SERVICE LINE.
5. CONNECTION OF WATER SERVICE TO BE COORDINATED WITH WATER PROVIDER.
6. INSTALL 95 L.F. ± OF 6" SCH. 40 PVC SANITARY SEWER SERVICE AT A MINIMUM SLOPE OF 1.00% PER PIPE INSTALLATION DETAIL 4.01 SHEET C7.2.
7. CONTRACTOR TO CONNECT 6" SCH. 40 PVC SANITARY SEWER SERVICE LINE TO EXISTING SEWER LATERAL. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF SEWER LINE TO ENSURE NO CONFLICT PRIOR TO CONSTRUCTION. COORDINATE CONNECTION WITH SEWER UTILITY PROVIDER. APPROX. INVERT ELEVATION 945.20.
8. 125 GALLON SCHIER GB-75 GREASE INTERCEPTOR WITH PEDESTRIAN OR H-20 RATED CAST IRON COVER, PER MEP PLANS.
9. SEWER LATERAL CLEAN OUT PER DETAIL 4.02 SHEET C7.2.
10. ROUTING OF PROPOSED ELECTRIC UTILITY AND POINT OF CONNECTION SHOWN IS APPROXIMATE. CONTRACTOR TO COORDINATE WITH ELECTRIC UTILITY PROVIDER TO DETERMINE FINAL LOCATION PRIOR TO INSTALLATION OF ELECTRIC SERVICE LINE.
11. BURIED ELECTRIC LINE, SEE MEP PLANS.
12. PAD MOUNTED TRANSFORMER, SEE MEP PLANS. COORDINATE WITH ELECTRIC UTILITY PROVIDER.
13. ROUTING OF PROPOSED COMMUNICATION UTILITY AND POINT OF CONNECTION SHOWN IS APPROXIMATE. CONTRACTOR TO COORDINATE WITH COMMUNICATION UTILITY PROVIDER TO DETERMINE FINAL LOCATION PRIOR TO INSTALLATION OF COMMUNICATION SERVICE LINE.
14. (2) 2" COMMUNICATIONS CONDUITS WITH PULLWIRE.
15. COMMUNICATIONS PULL BOX, SEE MEP PLANS. COORDINATE WITH COMMUNICATIONS UTILITY PROVIDER.
16. LIGHT POLE, SEE MEP PLANS.
17. BURIED SITE LIGHTING ELECTRIC LINE, SEE MEP PLANS.
18. INSTALL 20 L.F. ± OF 2.0" DIA. SCH. 40 PVC DISCHARGE LINE FROM SUMP PUMP. TERMINATE DISCHARGE LINE INTO ROOF DRAINAGE SYSTEM.
19. CONNECT NEW 8" HDPE TO EXISTING DROP INLET AT FLOWLINE 950.60 PER DETAIL 4.04 SHEET C7.2. CORE HOLE IN SIDE OF INLET FOR NEW CONNECTION. FILL VOIDS WITH NON-SHRINK GROUT.
20. DOWNSPOUT CONNECTION PER DETAIL 4.06 SHEET C7.2 AND ARCHITECTURAL DETAIL 3 SHEET A3.2.
21. INSTALL 325 L.F. ± 8-INCH PVC SDR-35 DOWNSPOUT HEADER STORM LINE AT 1% SLOPE, PER PIPE INSTALLATION DETAIL 4.01 SHEET C7.2.
22. 2" PVC WALK IN COOLER DRAIN PIPE. PROVIDE AIR GAP FLUSH TO CONCRETE SLAB FOR WALK IN COOLER DRAIN OUTLET. DOWNSTREAM END TO CONNECT TO ROOF DRAINAGE SYSTEM. PROVIDE POSITIVE FLOW, 1% MINIMUM.
23. 2" TO 8" REDUCER.
24. UTILITY CROSSING, CONTRACTOR TO COORDINATE DEPTH IN FIELD.
25. EXISTING 12" RCP STORM LINE.
26. EXISTING 12" HDPE STORM LINE
27. 15-FOOT SANITARY SEWER UTILITY EASEMENT.
28. 20-FOOT WATER UTILITY EASEMENT.
29. 20-FOOT WATER UTILITY EASEMENT.
30. DISTANCE TO FIRE HYDRANT, NEAREST.

EXISTING UTILITY PROVIDER CONTACT INFORMATION:

1. WATER — CITY OF HUBER HEIGHTS WATER, 6244 CHAMBERSBURG ROAD, HUBER HEIGHTS, OH 45424, 937-233-3292
2. ELECTRIC — DAYTON POWER & LIGHT, 1065 WOODMAN DRIVE, DAYTON, OH 45432, 937-331-4137
3. SEWER — CITY OF HUBER HEIGHTS WASTEWATER, 6244 CHAMBERSBURG ROAD, HUBER HEIGHTS, OH 45424, 937-233-3292

H. SCALE: 1" = 10'

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7 BREW COFFEE DRIVE THRU

STATE OF OHIO — SHAWN W. BARRY — E-88665 — PROFESSIONAL ENGINEER — 03/13/2025

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

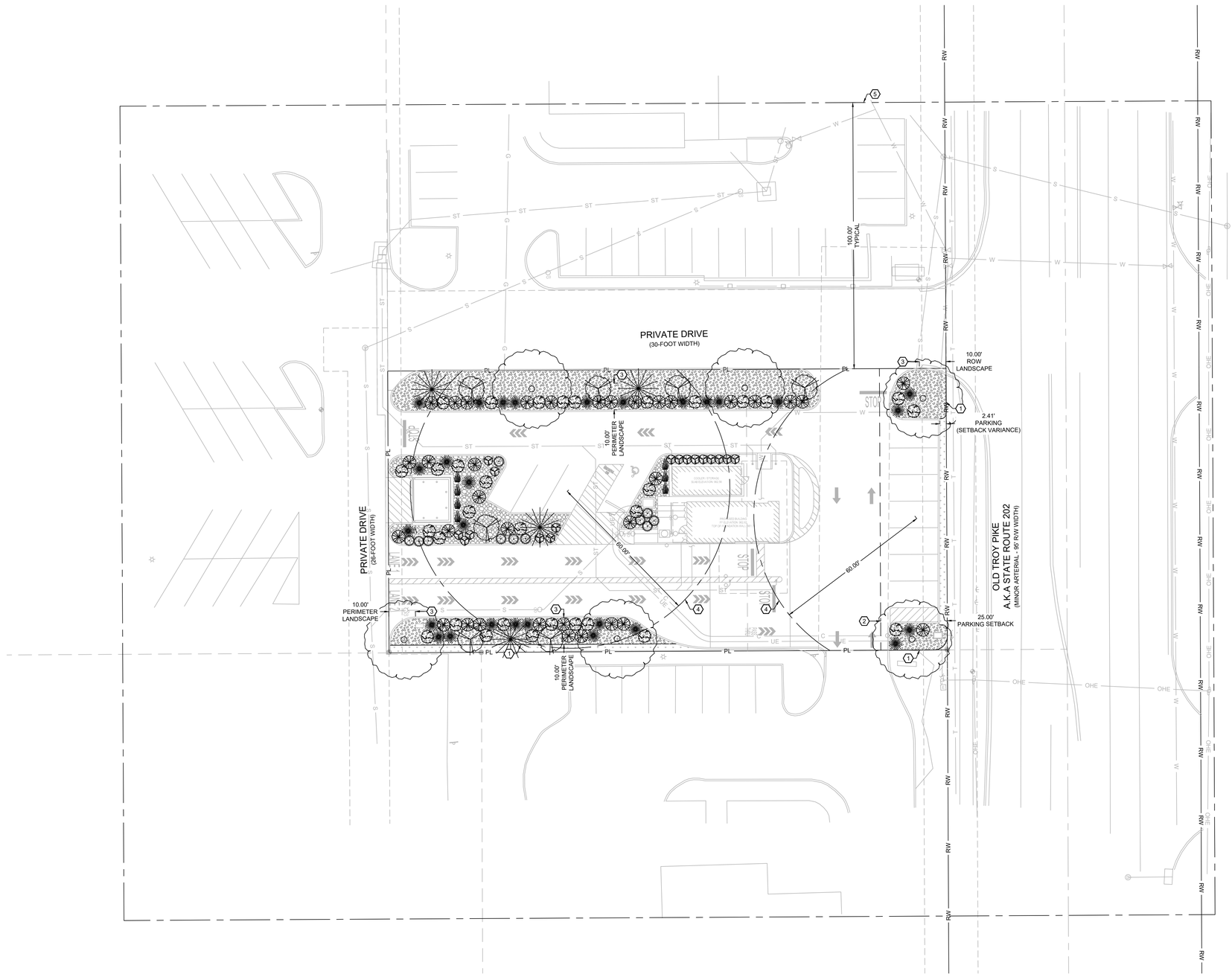
PROJECT NUMBER:
91 070

REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

C4.1
UTILITY PLAN

DATE: MARCH 13, 2025



GENERAL LANDSCAPING NOTES

1. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITY LINES AND OTHER ABOVE OR BELOW GROUND OBSTRUCTIONS SO THAT PROPER PRECAUTIONS SHALL BE TAKEN NOT TO DISTURB OR DAMAGE SUCH IMPROVEMENTS. REFER TO CIVIL DRAWINGS FOR PROPOSED AND EXISTING UTILITY LOCATIONS.
2. STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK" REPRESENT GENERAL GUIDELINE SPECIFICATIONS ONLY AND WILL CONSTITUTE MIN. QUALITY REQUIREMENTS FOR PLANT MATERIAL.
3. THE ARCHITECT OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
4. ALL TREES SHALL BE CALIPERED AND UNDERSIZED TREES SHALL BE REJECTED.
5. SPECIFIED CALIPER MEASUREMENT FOR TREES SHALL BE MEASURED AT 6" ABOVE THE GRADE.
6. ANY MATERIAL WHICH DIES OR DEFOLIATES PRIOR TO ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED AND REPLACED.
7. CONTRACTOR IS RESPONSIBLE FOR SOIL SAMPLING AND TESTING TO DETERMINE EXACT FERTILIZER REQS.
8. PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE CITY AND LOCAL GOVERNING BODIES. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN.
9. BACKFILL TREE AND SHRUB PITS WITH A PREPARED PLANTING MIX AS FOLLOWS U.N.O.:
   A. 2 PARTS BY VOLUME TOPSOIL.
   B. 1 PART BY VOLUME BROWN RIVER SAND.
   C. 1 PART BY VOLUME PEAT MOSS.
   D. 1 LB. COMMERCIAL FERTILIZER PER C.Y. OF MIX.
10. ALL TREE PITS SHALL RECEIVE A MINIMUM OF 24" OF THE SPECIFIED PLANTING MIX.
11. ALL PLANTINGS SHALL BE MULCHED WITH A 3"-4" LAYER OF SHREDDED HARDWOOD MULCH AFTER INSTALLATION OF PLANT MATERIAL.
12. ALL SHRUB PLANTING MATERIAL SHALL MEASURE A MIN. OF 18" IN HEIGHT AT THE TIME OF PLANTING.
13. THE PLAN IS SUBJECT TO CHANGES BASED ON PLANT SIZE AND MATERIAL AVAILABILITY. ANY DEVIATION TO THE APPROVED FINAL LANDSCAPING PLAN SHALL REQUIRE THE WRITTEN APPROVAL OF THE ARCHITECT PRIOR TO INSTALLATION.
14. KILL AND REMOVE ALL EXISTING WEEDS FROM THE SITE AREA PRIOR TO PLANTING.
15. REFER TO SITE GRADING PLAN FOR FINISH GRADES.
16. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETELY MAINTAINING THE WORK (INCLUDING BUT NOT LIMITED TO: WATERING, MULCHING, SPRAYING, FERTILIZING, ETC.) OF ALL PLANTINGS UNTIL TOTAL ACCEPTANCE OF THE WORK BY THE ARCHITECT AND OWNER.
17. CONTRACTOR WILL STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. CONTRACTOR SHALL HAVE OWNER'S REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.
18. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
19. REFER TO SITE PLAN FOR GROUND COVERING REQUIREMENTS.
20. SEEDED AREAS SHALL BE REASONABLY SMOOTH AND FREE FROM STONES, ROOTS, OR OTHER DEBRIS.
21. SODDED AREAS SHALL BE INSTALLED PER SUPPLIER'S INSTALLATION INSTRUCTIONS.
22. PERMANENT SEEDING SEASON RUNS FROM MARCH 1ST TO JUNE 1ST AND SEPTEMBER 15TH TO NOVEMBER 1ST. SEEDING AND MULCHING MUST BE DONE WHENEVER WORK IS COMPLETE REGARDLESS OF THE SEASON. WHENEVER SEEDING AND MULCH IS INSTALLED OUTSIDE THE PERMANENT SEEDING SEASON, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLANTING AND MULCHING ANY AREAS WHERE GROWTH HAS NOT BECOME ESTABLISHED DURING THE NEXT PERMANENT SEASON.
23. IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT AND OBTAIN THE REVIEW AND APPROVAL FROM THE LOCAL GOVERNMENT AGENCY THAT HAS JURISDICTION OVER THE LANDSCAPE IMPROVEMENTS INCLUDED IN THIS SET OF DRAWINGS.
24. IT IS THE CONTRACTORS RESPONSIBILITY TO SUBMIT AND OBTAIN THE REVIEW AND APPROVAL FROM THE LOCAL GOVERNMENT AGENCY THAT HAS JURISDICTION OVER THE IRRIGATION IMPROVEMENTS INCLUDED IN THIS SET OF DRAWINGS.

HATCH LEGEND

= TURF GRASS SOD.
INSTALL PER SUPPLIER'S INSTALLATION INSTRUCTIONS.

= LANDSCAPE ROCK.
PLACE 6" OF 1" - 2" RIVER ROCK OVER COMMERCIAL GRADE WEED FABRIC.

= LANDSCAPE MULCH.
SMOOTH SOIL SHALL BE COVERED BY WEED FABRIC AND TOPPED WITH 3 TO 4-INCH LAYER OF SHREDDED HARDWOOD MULCH, MATCH EXISTING COLOR.

KEY NOTES:

1. INSTALL HEAVY DUTY METAL EDGING (MIN 3/16" THICK) TO SEPARATE LANDSCAPE PLANTING AREAS FROM TURF AREAS.
2. 25-FOOT PARKING SETBACK.
3. 10-FOOT LANDSCAPE STRIP.
4. 60-FOOT SHADE TREE RADIUS.
5. 100-FOOT PROPERTY LINE OFFSET.

ROW LANDSCAPING:

A 10-FOOT WIDE LANDSCAPE STRIP SHALL BE PROVIDED ALONG THE ENTIRE ROW LINE, EXCLUDING DRIVEWAYS.

105 L.F. OF ROW LINE @ 1 TREE PER 35 L.F. = 3 TREES
105 L.F. OF ROW LINE @ 5 SHRUBS PER 35 L.F. = 15 SHRUBS
3-FOOT ELEVATION DIFFERENCE PROVIDED

PERIMETER LANDSCAPING:

A 10-FOOT WIDE LANDSCAPE STRIP SHALL BE PROVIDED ALONG THE ENTIRE PROPERTY LINE, EXCLUDING DRIVEWAYS. LANDSCAPE STRIPS SHALL BE LOCATED WITHIN 15 FEET OF PROPERTY LINES.

NORTH PROPERTY LINE:
184 L.F. OF PROPERTY LINE @ 1 TREE / 35 L.F. = 6 TREES
184 L.F. OF PROPERTY LINE @ 5 SHRUBS / 35 L.F. = 27 SHRUBS

WEST PROPERTY LINE:
46 L.F. OF PROPERTY LINE @ 1 TREE / 35 L.F. = 2 TREES
46 L.F. OF PROPERTY LINE @ 5 SHRUBS / 35 L.F. = 7 SHRUBS

SOUTH PROPERTY LINE:
187 L.F. OF PROPERTY LINE @ 1 TREE / 35 L.F. = 6 TREES
187 L.F. OF PROPERTY LINE @ 5 SHRUBS / 35 L.F. = 27 SHRUBS

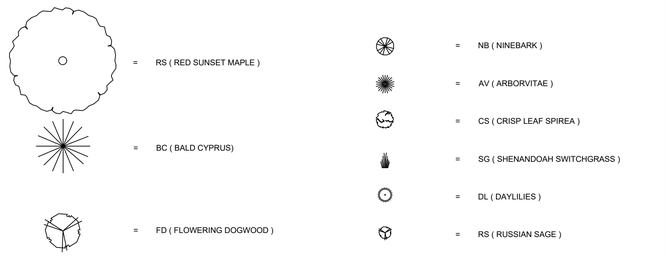
INTERIOR LANDSCAPING:

4% OF LANDSCAPING REQUIRED FOR TOTAL VEHICLE USE AREA (VUA)
4% X 14,225 S.F. = 570 S.F. REQUIRED
1,445 S.F./14,225 S.F. = 10% PROVIDED

A MINIMUM 75% OF PARKING ISLANDS ARE TO BE COVERED WITH PERENNIALS OR SHRUBS.

AT LEAST 2 SHADE TREES SHALL BE LOCATED WITHIN 60 FEET OF EVERY PARKING SPACE.

PLANTING KEY



PLANTING LIST

TYPE	COMMON NAME (SCIENTIFIC NAME)	QUANTITY REQUIRED	QUANTITY PROVIDED	CONDITION AND SIZE	APPROXIMATE MATURE SIZE (HT x SP)
	CANOPY TREES				HT x SP
RS	RED SUNSET MAPLE (ACER RUBRUM)	6	6	2" CAL. B&B	40'X30'
	ORNAMENTAL TREES				
FD	FLOWERING DOGWOOD (CORNUS FLORIDA)	7	7	2" CAL. B&B	20'X15'
	EVERGREEN TREES				
BC	BALD CYPRESS (TAXODIUM DISTICHUM)	3	3	2" CAL. B&B	50'X20'
	SHRUBS				
NB	NINEBARK (PHYSOCARPUS OPULIFOLIUS)	34	34	18" MIN.	30" MIN.
AV	ARBORVITAE (THUJA OCCIDENTALIS)	28	28	18" MIN.	30" MIN.
CS	CRISP LEAF SPIREA (SPIRAEA X BUMALDA 'CRISPA')	31	31	18" MIN.	30" MIN.
	PERENNIALS				
SG	SHENANDOAH SWITCHGRASS (PANICUM VIRGATUM 'SHENANDOAH')	7	7	12" MIN.	36" MIN.
DL	DAYLILIES (HEMEROCALLIS 'PARDON ME')	11	11	12" MIN.	18" MIN.
RS	RUSSIAN SAGE (SALVIA YANGII)	17	17	12" MIN.	36" MIN.

N

0 5 10

H. SCALE: 1" = 10'

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7 BREW COFFEE DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
PROFESSIONAL ENGINEER
03/13/2025

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

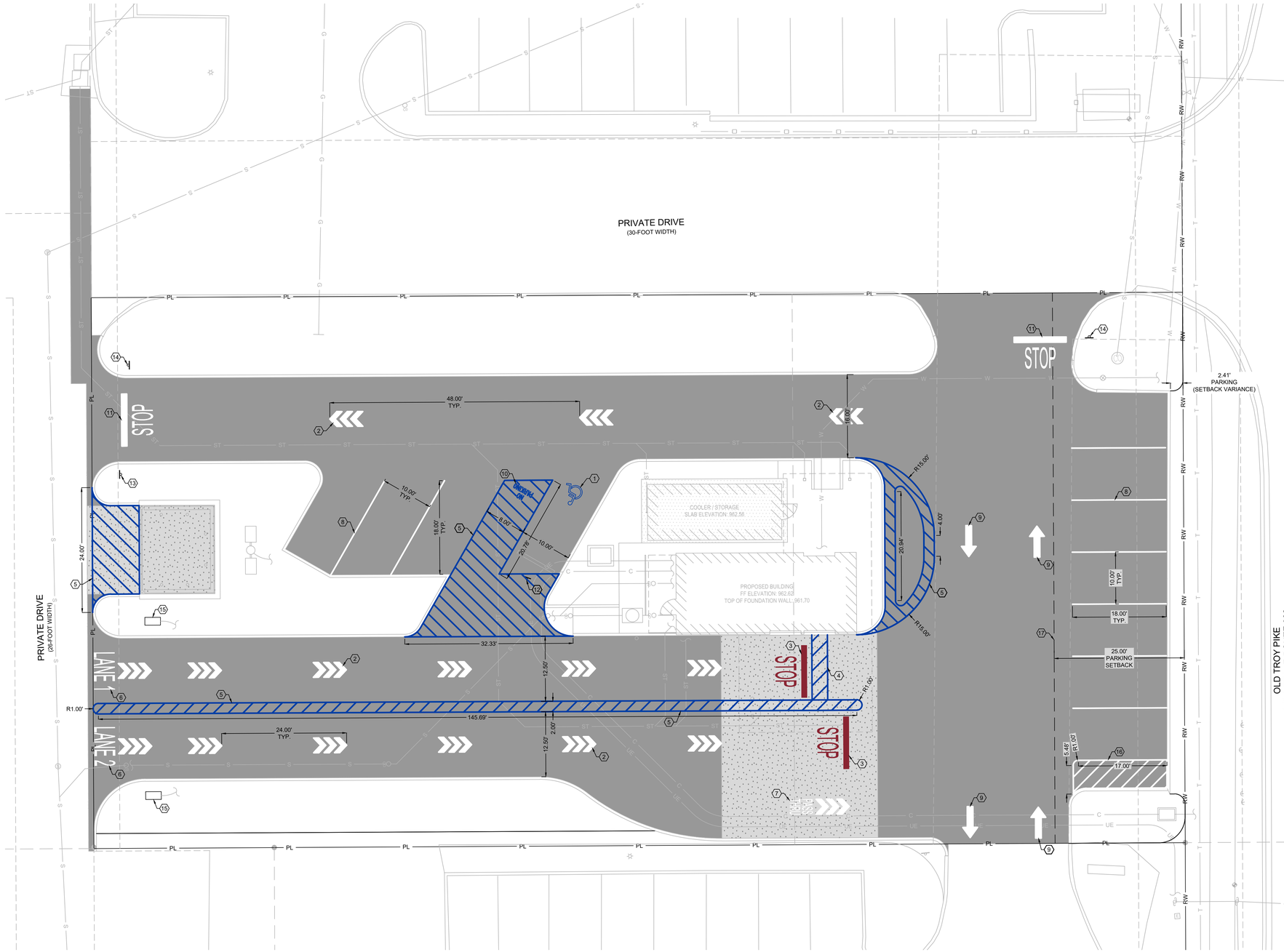
PROJECT NUMBER:
91.070

REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

C5.1
LANDSCAPE PLAN

DATE: MARCH 13, 2025

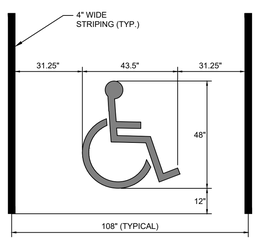


HATCH LEGEND:

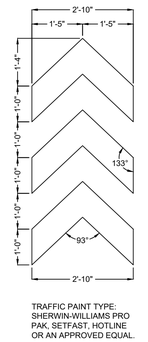
- = ASPHALT PAVEMENT PER DETAIL 2.06 SHEET C7.1.
- = CONCRETE SIDEWALK PER SIDEWALK DETAIL 2.02 SHEET C7.1.
- = CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAIL 2.03 AND 2.05 SHEET C7.1.
- = COOLER/STORAGE PAD PER STRUCTURAL DETAIL 7 SHEET S2.1.

KEY NOTES:

1. BLUE PAINTED ADA ACCESSIBLE PARKING SYMBOL PER DETAIL 6.01 THIS SHEET.
2. SOLID WHITE TRIPLE ARROW PAVEMENT MARKER, PER DETAIL 6.02 THIS SHEET.
3. 12" SOLID RED STOP BAR WITH 48-INCH TALL "STOP" TEXT PAINTED IN RED.
4. ALIGN 4" SOLID BLUE CROSS WALK MARKER WITH SLIDING DOOR PANEL AT FRONT OPENING.
5. 4-INCH SOLID BLUE PAVEMENT MARKER, TYPICAL. MIDLINES SPACE AT 24" O.C.
6. 48-INCH TALL "LANE #" PAINTED IN WHITE.
7. 24-INCH TALL "PASS THRU" PAINTED IN WHITE.
8. 4-INCH SOLID WHITE PAVEMENT MARKER FOR PARKING, TYPICAL.
9. SOLID WHITE DIRECTIONAL ARROW PAVEMENT MARKING.
10. "NO PARKING" PAINTED IN ACCESS AISLE, ALL CAPITAL LETTERS < 12-INCH HEIGHT LETTERS, 2-INCH STROKE.
11. 12" SOLID WHITE STOP BAR WITH 48-INCH TALL "STOP" TEXT PAINTED IN WHITE.
12. ADA VAN ACCESSIBLE SIGN PER DETAIL 6.03 SHEET C7.1.
13. ONE WAY DO NOT ENTER SIGN PER DETAIL 6.04 SHEET C7.1.
14. STOP SIGN PER DETAIL 6.04 SHEET C7.1.
15. DIRECTIONAL SIGN.
16. 4-INCH SOLID WHITE PAVEMENT MARKER, TYPICAL. MIDLINES SPACE AT 24" O.C.
17. 25-FOOT PARKING SETBACK.



6.01 ADA ACCESSIBLE PARKING SYMBOL
SCALE: NONE



PARKING LOT STRIPING COLORS & PAINT

ASPHALT PAINT COLORS:
WHITE PANTONE 000C
BLUE PANTONE 293

CONCRETE PAINT COLORS:
RED PANTONE 202
BLUE PANTONE 293

PMS 000C
R: 255
G: 255
B: 255
HEX: FFFFFF

PMS 293
R: 0
G: 61
B: 165
HEX: 003DA5

PMS 202
R: 138
G: 36
B: 50
HEX: 8A2432

TRAFFIC PAINT TYPE:
SHERWIN-WILLIAMS PRO PAK, SETFAST, HOTLINE OR AN APPROVED EQUAL.

6.02 PARKING LOT STRIPING COLORS & PAINT
SCALE: NONE

N

0 5 10
H. SCALE: 1" = 10'

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SEVEN BREW COFFEE DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
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03/13/2025

ENGINEER OF RECORD:
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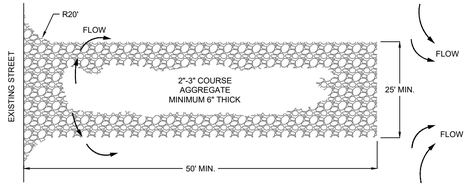
PROJECT NUMBER:
91.070

REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

C6.1
STRIPING PLAN

DATE: MARCH 13, 2025

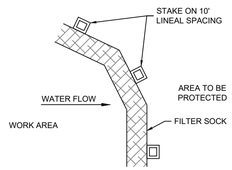


PLAN

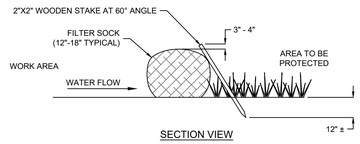
NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

1.01 TEMPORARY CONSTRUCTION ENTRANCE
SCALE: NONE



PLAN VIEW



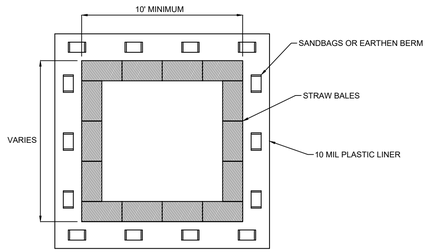
SECTION VIEW

NOTES:
1. ALL MATERIAL TO MEET MANUFACTURER'S REQUIREMENTS.

2. FILTER SOCK DEPICTED IS FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER ENGINEER.

3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

1.02 COMPOST FILTER SOCK DETAIL
SCALE: NONE

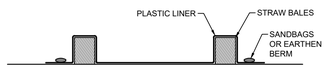


PLAN VIEW

NOTES:
1. WASHOUT CONTAINMENT SHALL BE INSTALLED FOR DURATION OF CONCRETE WORK AND RETAIN CONCRETE AND OTHER WASHOUT LIQUIDS UNTIL EVAPORATION OR REMOVAL BY PUMP.
2. CONTAINMENT SHALL BE SIZED FOR EXPECTED WASHOUT VOLUMES.
3. AVOID PLACING NEAR STORM DRAINS, STREAMS, SINKHOLES, OUTFALLS OR OTHER LOW AREAS WHERE WATER PONDS OR FLOWS.
4. OTHER APPROVED LEAK-PROOF CONTAINMENT IS ACCEPTABLE.
5. TRAPS SHALL BE ROUTINELY. MAINTAINED AT 75% CAPACITY AND REPLACED AS NECESSARY TO PERFORM.
6. THE WASHOUT PIT SHALL BE COVERED BEFORE PREDICTED RAIN EVENTS TO PREVENT OVERFLOW.
7. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

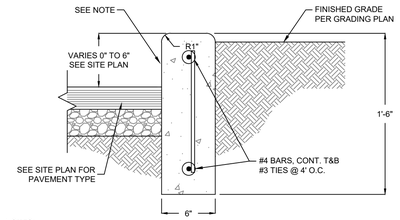


SIGNAGE



SECTION VIEW

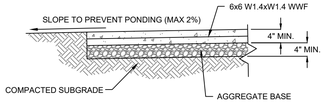
1.03 CONCRETE WASHOUT
SCALE: NONE



NOTES:

1. CURB FACE SHALL HAVE A CLEAN, SMOOTH FINISH; FREE OF BUMPS, HONEYCOMB, AND VOIDS.

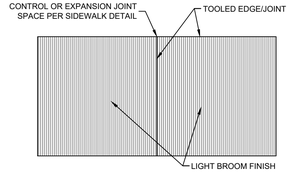
2.01 CONCRETE CURB DETAIL
SCALE: NONE



NOTES:

1. PROVIDE CONTROL JOINTS @ 5' O.C. MAX. OR WIDTH OF SIDEWALK. SEE JOINT DETAIL.
2. PROVIDE EXPANSION JOINTS @ 20' O.C. MAX. & AS INDICATED ON SITE PLAN.
3. WHERE WALK ABUTS ANOTHER WALK, CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES, PROVIDE 1/2" EXP. JOINT W/ FIBER BOARD AND SELF-LEVELING SEALANT.
4. KEY ALL CONSTRUCTION JOINTS.
5. PROVIDE NON-SLIP LIGHT BROOM FINISH.
6. MAXIMUM SIDEWALK CROSS SLOPE SHALL BE 2%. MAXIMUM SLOPE OF SIDEWALK IN DIRECTION OF TRAVEL SHALL BE 5%.

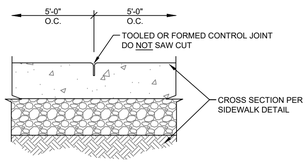
SECTION



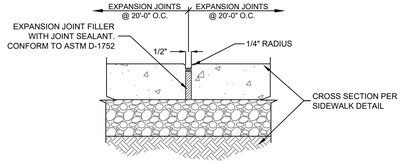
NOTES:

1. CONTRACTOR SHALL TOOL EDGES AND JOINTS AS SHOWN THEN LIGHTLY BROOM FINISH ENTIRE SIDEWALK SURFACE.

FINISH PLAN

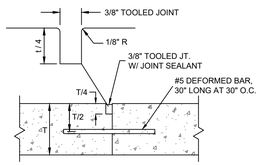


CONTROL JOINT

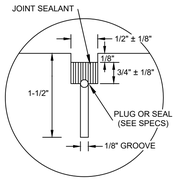


EXPANSION JOINT

2.02 SIDEWALK DETAILS
SCALE: NONE



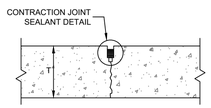
DOWELED CONSTRUCTION JOINT



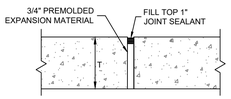
CONTRACTION JOINT SEALANT DETAIL

CONCRETE JOINT NOTES:

1. CONSTRUCTION JOINTS SHALL BE PLACED AS REQUIRED BY THE CONTRACTOR.
2. EXPANSION JOINTS SHALL BE PLACED WHERE CONCRETE ABUTS STRUCTURES OR EXISTING PAVEMENT AND AT 45 FEET ON CENTER, EACH DIRECTION (OR AS SHOWN ON PLAN).
3. CONTRACTION JOINTS SHALL BE PLACED AT 15 FEET MINIMUM SPACING IN EACH DIRECTIONS.

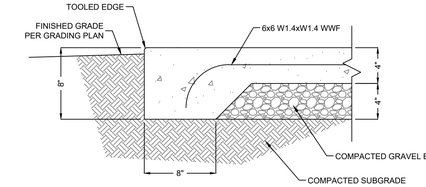


SAWED CONSTRUCTION JOINT

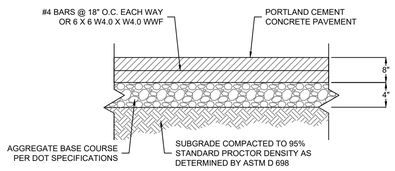


EXPANSION JOINT

2.03 CONCRETE PAVEMENT JOINT DETAILS
SCALE: NONE



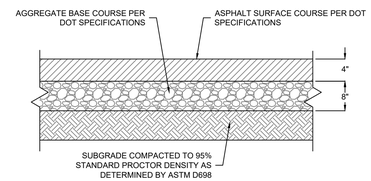
2.04 CONCRETE STOOP/WALK EDGE
SCALE: NONE



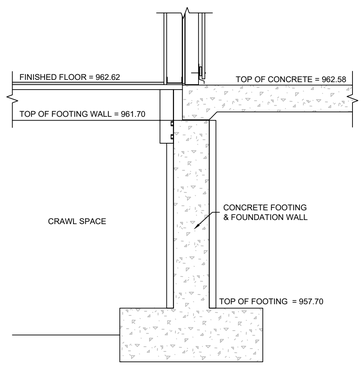
NOTES:

1. SEE CONCRETE PAVEMENT JOINT DETAILS AND NOTES.
2. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI AND BE BE PLACED WITH A MAXIMUM SLUMP OF 4 INCHES PER GEOTECHNICAL ENGINEERING REPORT IF AVAILABLE.
3. ALL MATERIALS SHALL MEET THE CURRENT DOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2.05 CONCRETE PAVEMENT
SCALE: NONE

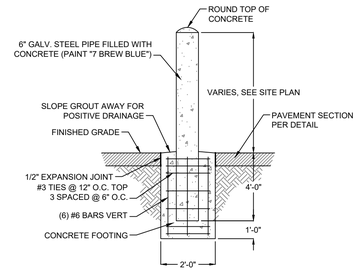


2.06 ASPHALT PAVEMENT
SCALE: NONE

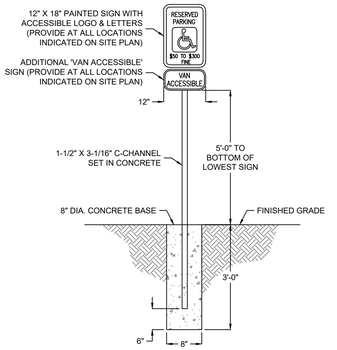


NOTE: THIS DETAIL IS PROVIDED FOR CLARIFICATION OF ELEVATION ONLY. REFER TO STRUCTURAL DETAILS 5 AND 7 SHEET S1.0 FOR STRUCTURAL STEM WALL DETAILING.

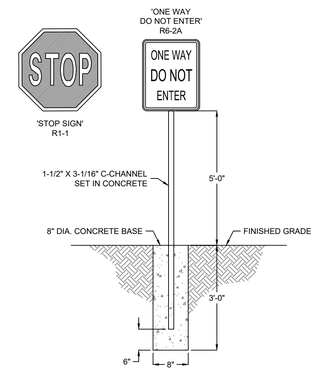
2.07 WALL ELEVATION SECTION DETAIL
SCALE: NONE



2.09 PIPE BOLLARD
SCALE: NONE



6.03 ADA ACCESSIBLE SIGN DETAIL
SCALE: NONE



6.04 TYPICAL SIGN POST DETAIL
SCALE: NONE

TOTH & ASSOCIATES
1550 E. REPUBLIC ROAD
SPRINGFIELD, MO 65804
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www.tothassociates.com
OH# 05960

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SEVEN 7 BREW COFFEE DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
03/13/2025
PROFESSIONAL ENGINEER

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

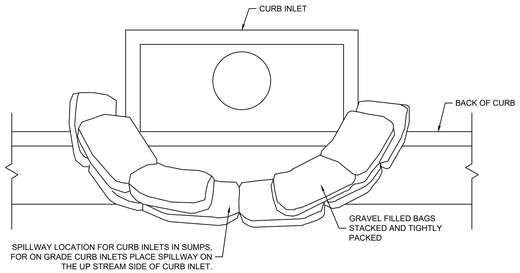
PROJECT NUMBER:
91.070

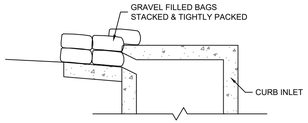
REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

C7.1
DETAILS

DATE: MARCH 13, 2025





CROSS SECTION

NOTES:

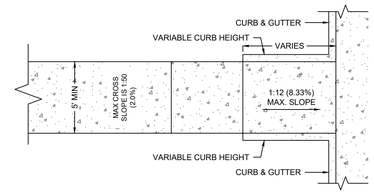
1. PLACE CURB INLET SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS OR IN SUMPS WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. BAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE ONE BAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH RAINFALL EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

1.04 CURB INLET SEDIMENT BARRIER DETAIL
SCALE: NONE

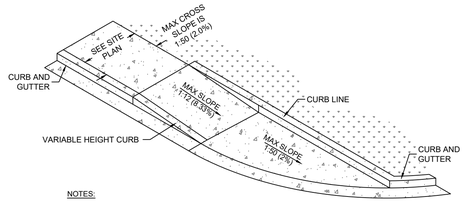
SECTION VIEW

NOTES:
1. SIZE AND MATERIAL OF FITTINGS AND PIPE TO MATCH THAT OF LATERAL.
2. INSTALL CLEANOUTS AT ALL BENDS AND AT MAXIMUM 50' SPACING.

4.02 SANITARY SEWER CLEANOUT DETAIL
SCALE: NONE



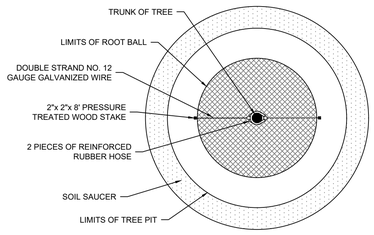
2.14 TYPE 4 CURB RAMP DETAIL
SCALE: NONE



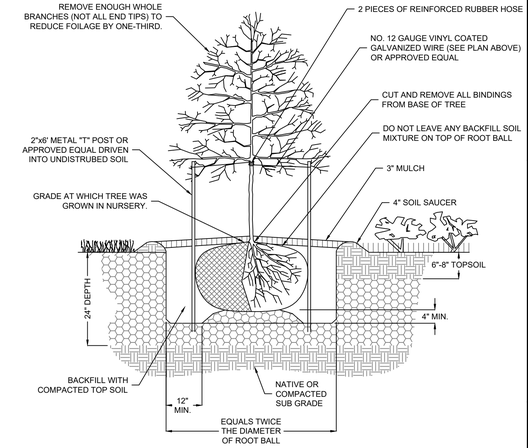
NOTES:

1. ENSURE THAT THE INSIDE EDGE OF CURVED RAMPS MAINTAIN AN 8.33% SLOPE MAXIMUM.
2. THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMP RUNS, BLENDED TRANSITIONS AND TURNING SPACES SHALL BE 5% MAXIMUM.

2.13 TYPE 3 CURB RAMP DETAIL
SCALE: NONE



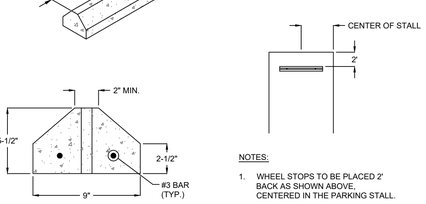
PLAN



NOTE:
1.BACKFILL AROUND ROOT BALL IN 6"-8" LAYERS WATERING EACH LAYER UNTIL SETTLED TO AVOID AIR POCKETS.

2.LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF TREE STABILIZATION AT THE END OF THE SECOND GROWING SEASON.

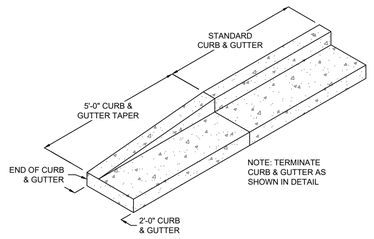
5.01 TREE PLANTING DETAIL
SCALE: NONE



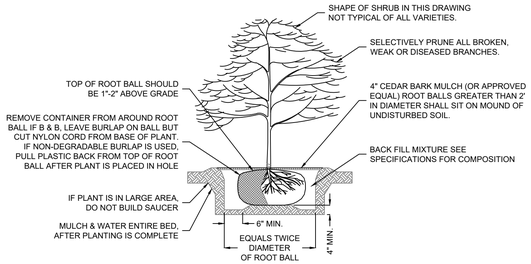
NOTES:

1. WHEEL STOPS TO BE PLACED 2' BACK AS SHOWN ABOVE, CENTERED IN THE PARKING STALL.
2. CONCRETE TO BE 3,000 P.S.I. WITH FIBER MESH REINFORCING.

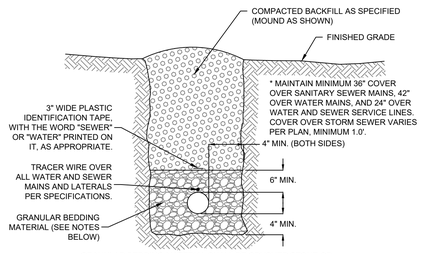
2.18 CONCRETE WHEEL STOP DETAIL
SCALE: NONE



2.15 CURB TRANSITION DETAIL
SCALE: NONE



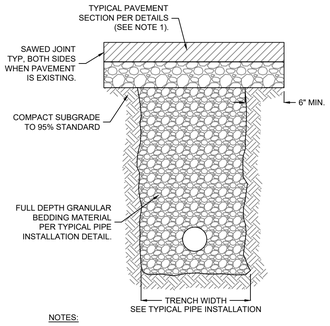
5.02 SHRUB PLANTING DETAIL
SCALE: NONE



GRANULAR BEDDING MATERIAL SHALL BE CRUSHED STONE OR GRAVEL CONFORMING TO THE REQUIREMENTS OF ASTM D 2321 FOR CLASS I MATERIALS, EXCEPT WITH THE FOLLOWING GRADATION:

SIEVE SIZE	% PASSING
1"	100
¾"	55-90
NO. 4	8-40
NO. 10	0-15
NO. 200	0-4

TYPICAL

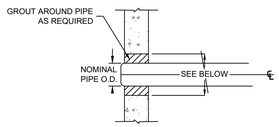


NOTES:

1. INCREASE ASPHALT PAVEMENT SECTION THICKNESS BY 1.5 TIMES THE RECOMMENDED PAVEMENT THICKNESS WHERE PIPES ARE TO BE INSTALLED UNDER EXISTING PAVEMENT.

UNDER PAVEMENT

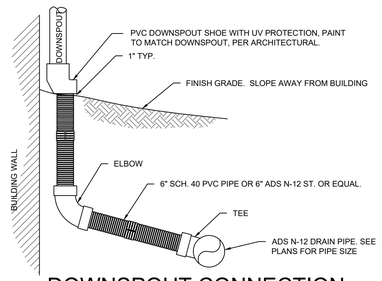
4.01 PIPE INSTALLATION
SCALE: NONE



NOTES:

1. BEVEL PIPE WITH GRINDER
2. THEN LUBE PIPE
3. THEN LUBE "INSERTA-LOK"
4. THEN CENTER IN GASKET

4.04 CONNECTION TO EXISTING STORM INLET
SCALE: NONE



4.06 DOWNSPOUT CONNECTION
SCALE: NONE

SEVEN 73 BREW COFFEE DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
03/13/2025
PROFESSIONAL ENGINEER

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

PROJECT NUMBER:
91.070

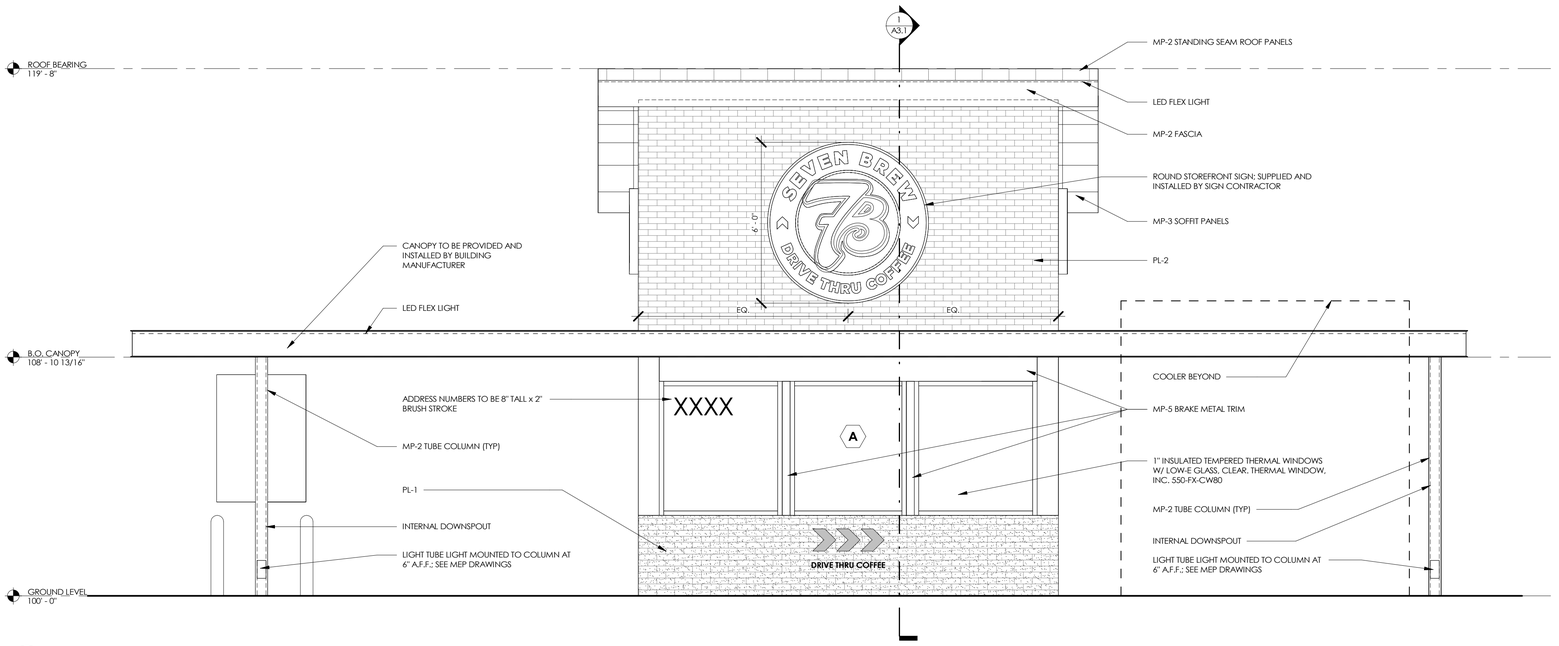
REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

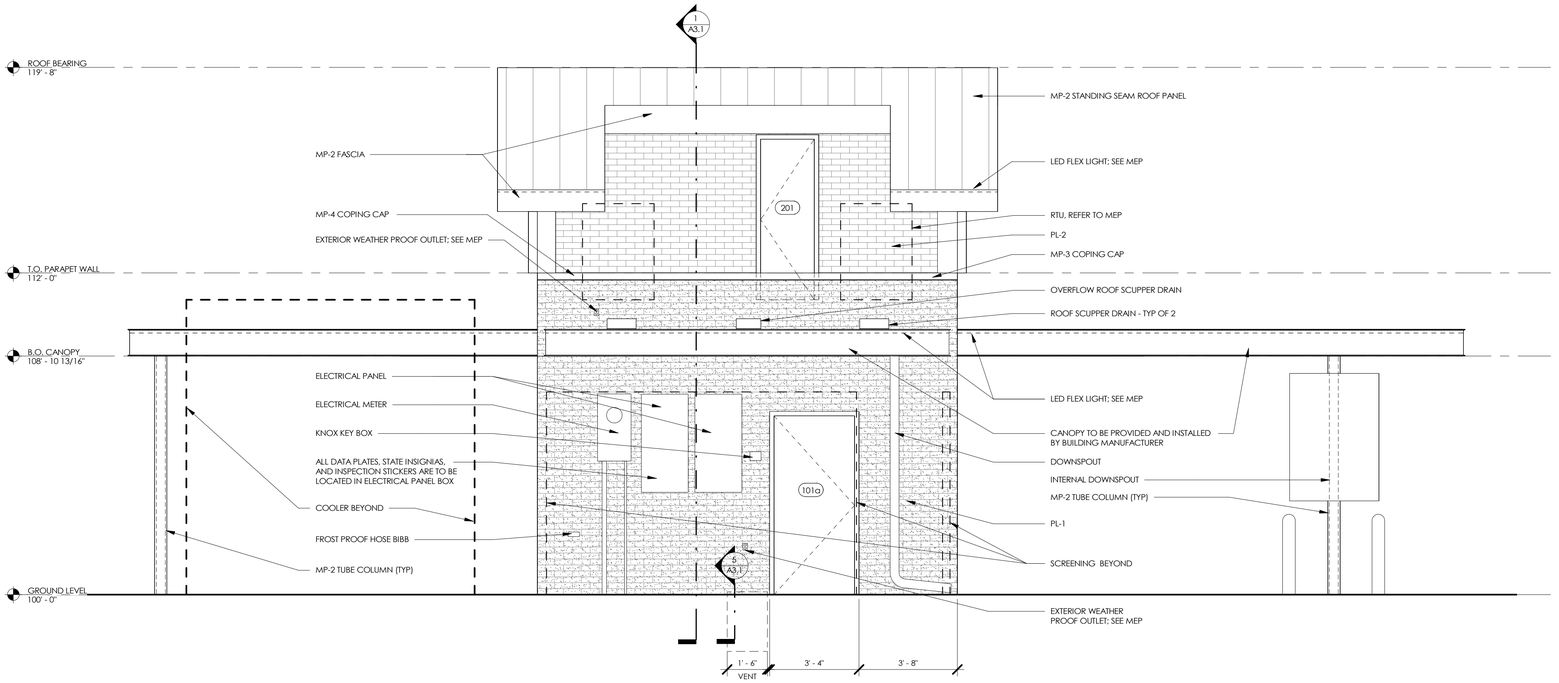
TOTH & ASSOCIATES
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www.tothassociates.com
OH# 05960
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C7.2
DETAILS

DATE: MARCH 13, 2025



1 EXTERIOR ELEVATION - FRONT
3/8" = 1'-0"



2 EXTERIOR ELEVATION - BACK
3/8" = 1'-0"

SIGNAGE:

SIGNAGE SHOWN IS FOR REPRESENTATION AND COORDINATION ONLY. REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND SIGNAGE QUANTITY

DESIGN + DEVELOPMENT
2215 W CHESTERFIELD BLVD, SUITE 01 · SPRINGFIELD, MO 65807 · P: (417) 530-4321

FIRM LICENSE NO. 2231458

STATE OF OHIO
MICHAEL SEBBEN
2218913
REGISTERED ARCHITECT
03/13/2025

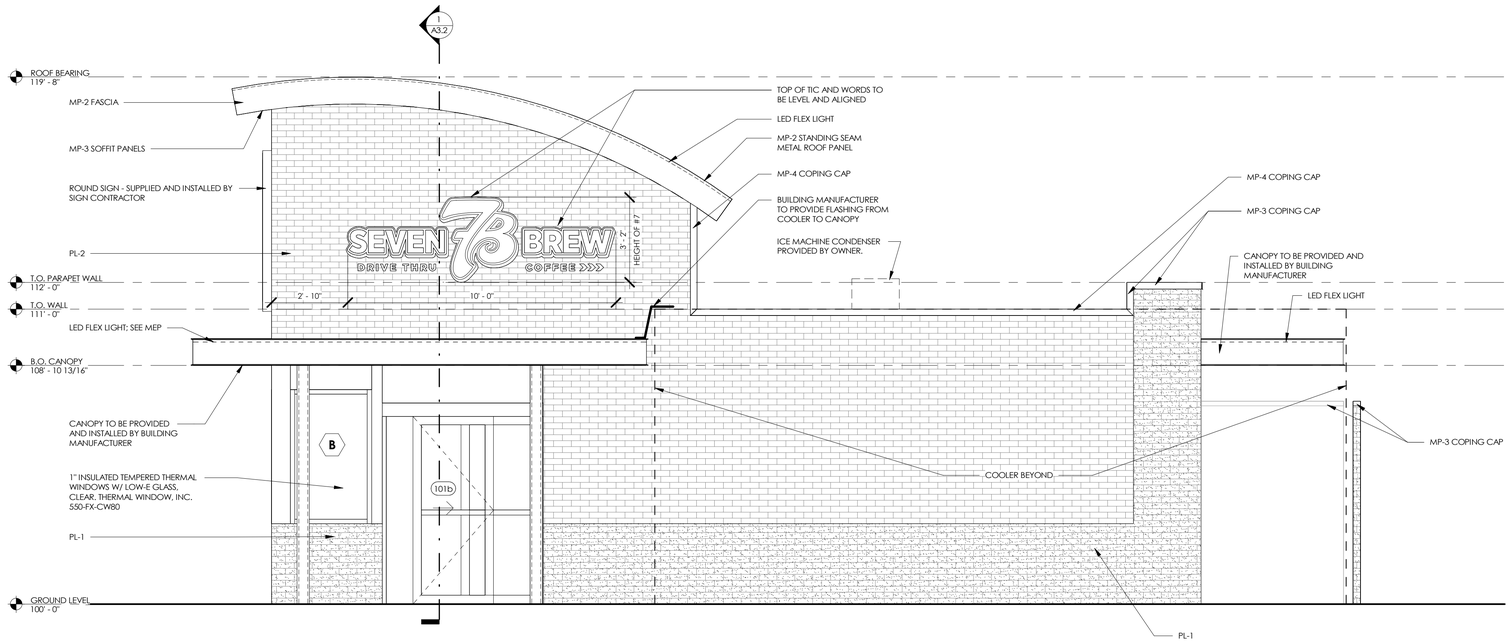
ARCHITECT OF RECORD:
NAME: MICHAEL SEBBEN
LICENSE NO. ARC.2218913

PROJECT NUMBER: 25009 7BHH
REVISION:

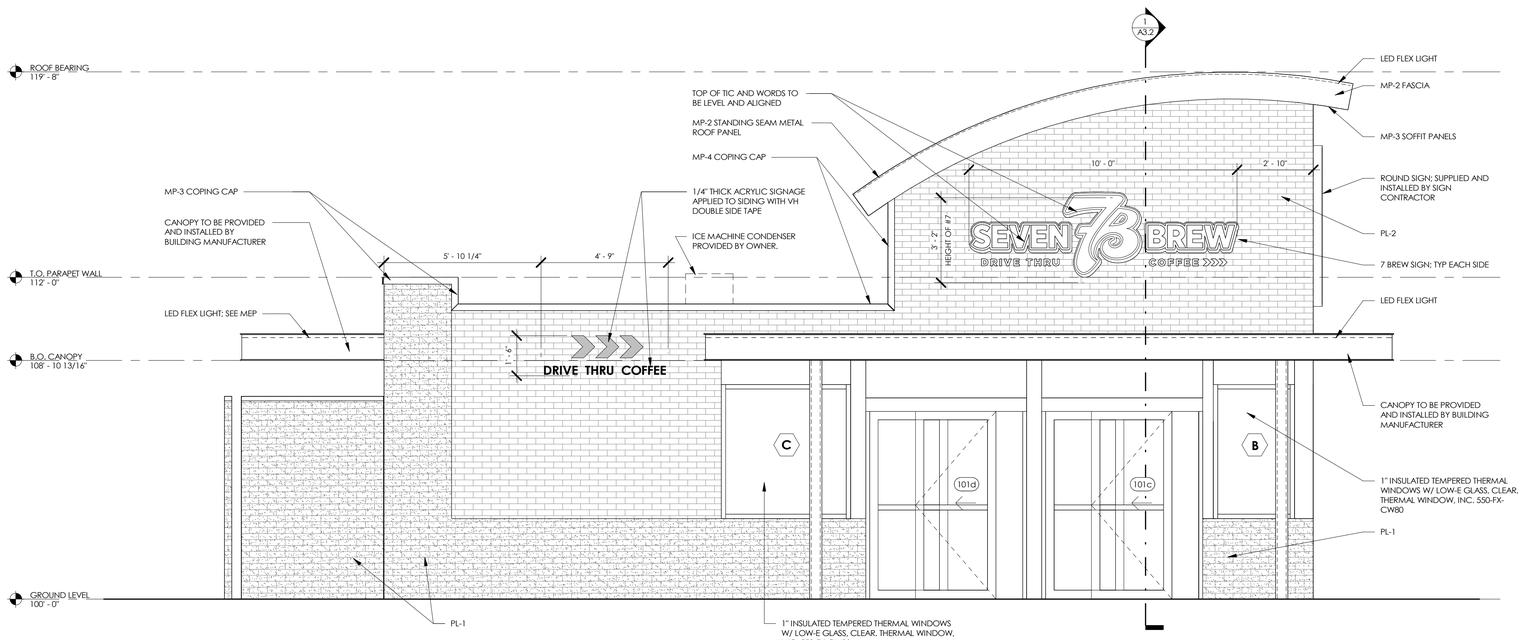
7 BREW COFFEE
HUBER HEIGHTS, OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

A2.1
EXTERIOR ELEVATIONS

DATE: MARCH 13, 2025



1 EXTERIOR ELEVATION - RIGHT SIDE
3/8" = 1'-0"



2 EXTERIOR ELEVATION - LEFT SIDE
3/8" = 1'-0"

SIGNAGE:

SIGNAGE SHOWN IS FOR REPRESENTATION AND COORDINATION ONLY. REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND SIGNAGE QUANTITY

DESIGN + DEVELOPMENT
2215 W CHESTERFIELD BLVD, SUITE 01 · SPRINGFIELD, MO 65807 · P (417) 530-4321

FIRM LICENSE NO. 2231458 3

STATE OF OHIO
MICHAEL SEBBEN
2218913
REGISTERED ARCHITECT
03/13/2025

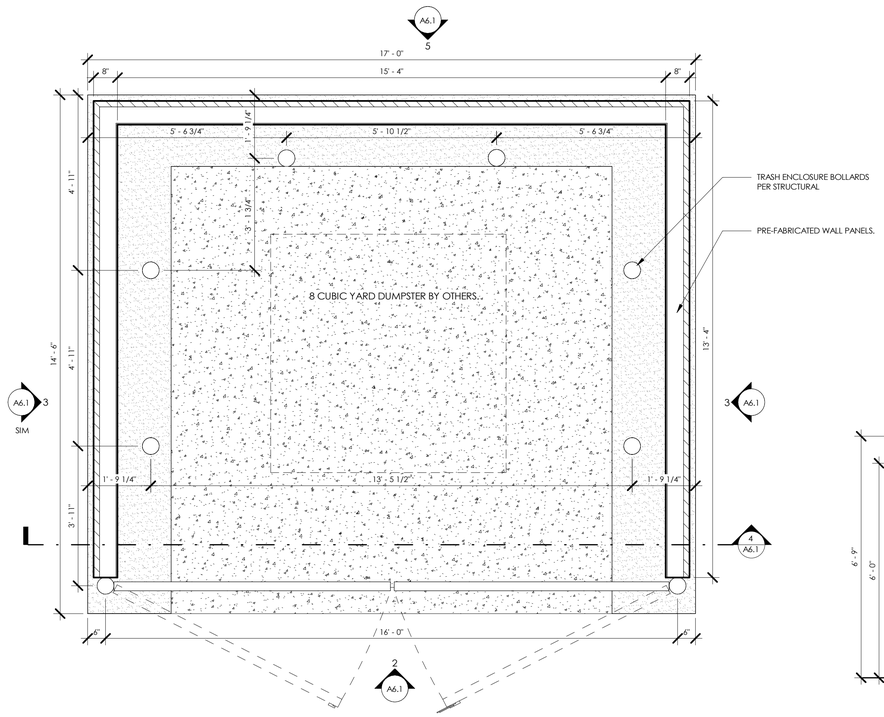
ARCHITECT OF RECORD:
NAME: MICHAEL SEBBEN
LICENSE NO. ARC.2218913

PROJECT NUMBER: 25009 7BHH
REVISION:

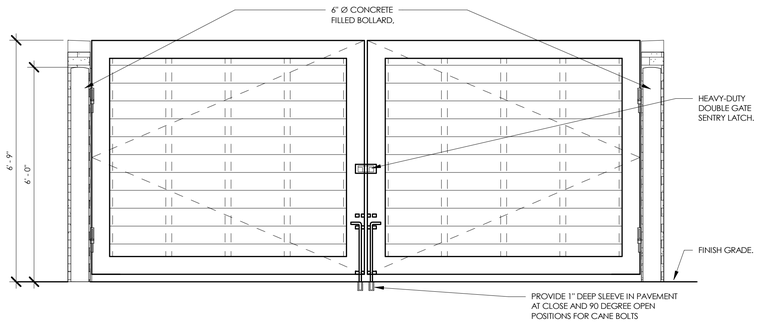
7 BREW COFFEE
HUBER HEIGHTS, OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

A2.2
EXTERIOR ELEVATIONS

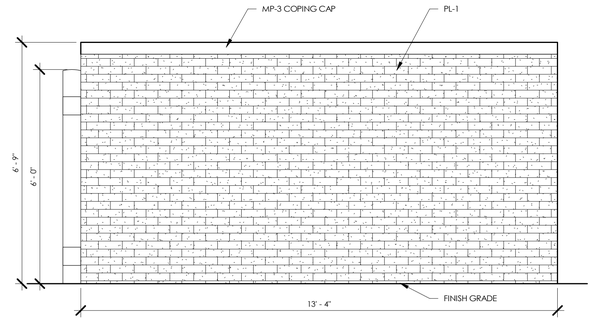
DATE: MARCH 13, 2025



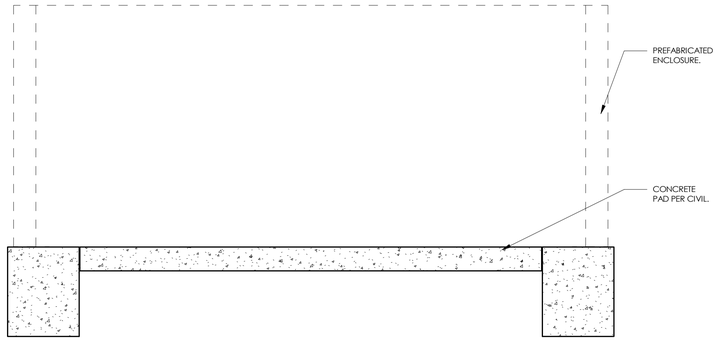
1 TRASH ENCLOSURE
1/2" = 1'-0"



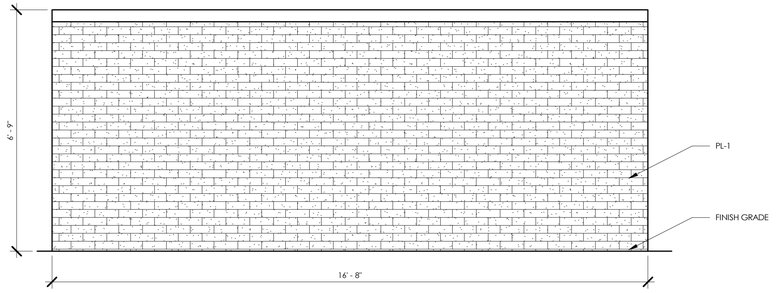
2 TRASH ENCLOSURE - FRONT ELEVATION
1/2" = 1'-0"



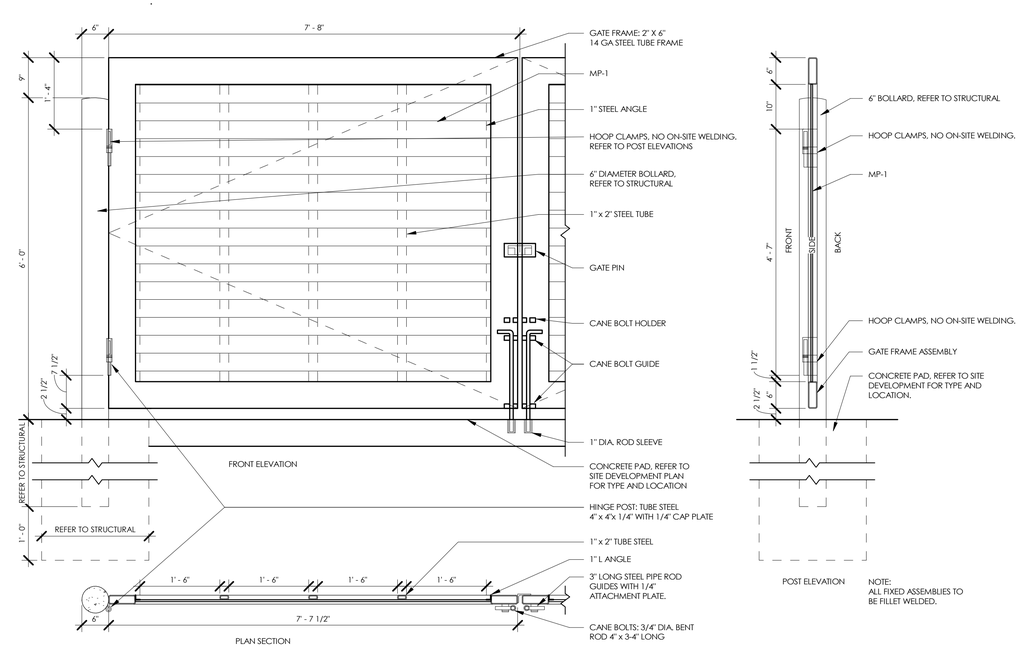
3 TRASH ENCLOSURE - SIDE ELEVATION
1/2" = 1'-0"



4 TRASH ENCLOSURE - SECTION DETAIL
1/2" = 1'-0"



5 TRASH ENCLOSURE - BACK ELEVATION
1/2" = 1'-0"



6 TRASH ENCLOSURE GATE DETAILS
3/4" = 1'-0"

DESIGN + DEVELOPMENT
2215 W CHESTERFIELD BLVD, SUITE 01 · SPRINGFIELD, MO 65807 · P (417) 530-4321

FIRM LICENSE NO. 22314583

STATE OF OHIO
MICHAEL SEBBEN
2218913
REGISTERED ARCHITECT
03/13/2025

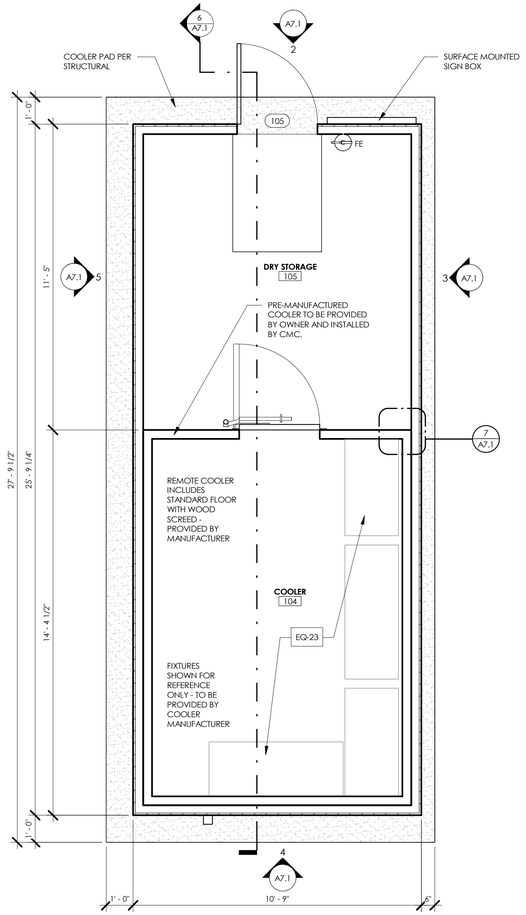
ARCHITECT OF RECORD:
NAME: MICHAEL SEBBEN
LICENSE NO. ARC.2218913

PROJECT NUMBER: 25009 7BHH
REVISION:

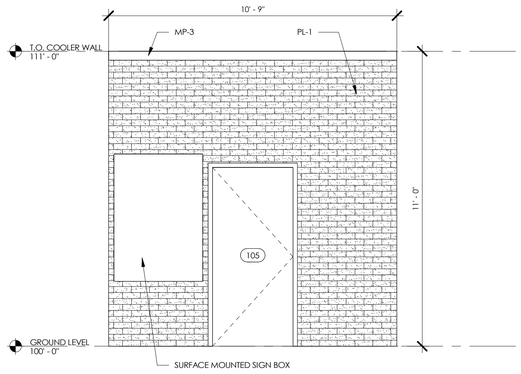
7 BREW COFFEE
HUBER HEIGHTS, OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

A6.1
TRASH ENCLOSURE DETAILS

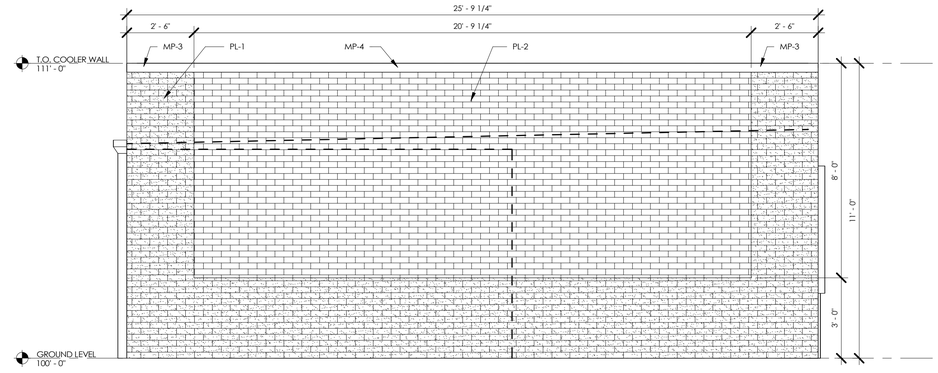
DATE: MARCH 13, 2025



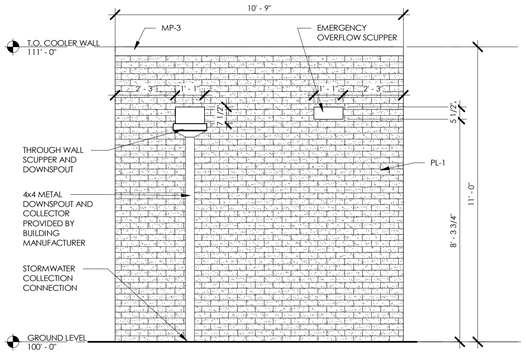
1 REMOTE COOLER PLAN
3/8" = 1'-0"



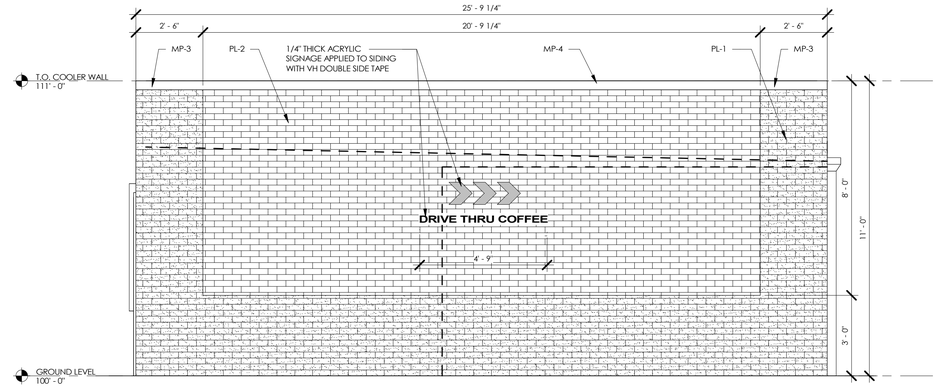
2 COOLER ELEVATION - FRONT
3/8" = 1'-0"



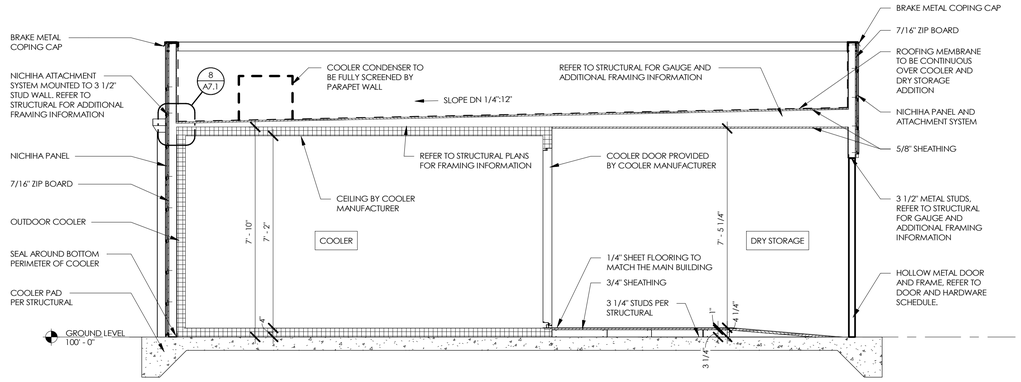
3 COOLER ELEVATION - RIGHT
3/8" = 1'-0"



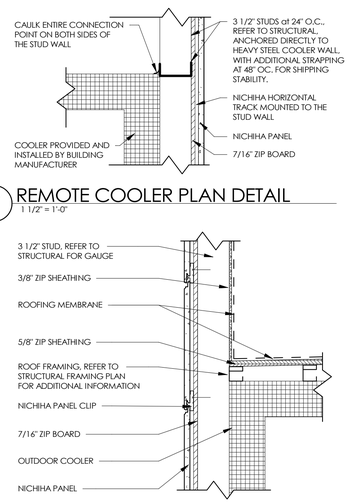
4 COOLER ELEVATION - REAR
3/8" = 1'-0"



5 COOLER ELEVATION - LEFT
3/8" = 1'-0"



6 COOLER SECTION
3/8" = 1'-0"

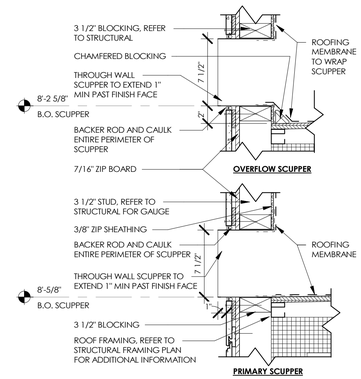


7 REMOTE COOLER PLAN DETAIL
1 1/2" = 1'-0"

8 NICHIHA - LOW EAVE DETAIL
1 1/2" = 1'-0"

SIGNAGE:

SIGNAGE SHOWN IS FOR REPRESENTATION AND COORDINATION ONLY. REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND SIGNAGE QUANTITY



9 NICHIHA- SCUPPER DETAIL
1 1/2" = 1'-0"

KIETIC DESIGN + DEVELOPMENT
2215 W CHESTERFIELD BLVD, SUITE 01 · SPRINGFIELD, MO 65807 · P (417) 530-4321

FIRM LICENSE NO. 22314583

STATE OF OHIO
MICHAEL SEBBEN
2218913
REGISTERED ARCHITECT
03/13/2025

ARCHITECT OF RECORD:
NAME: MICHAEL SEBBEN
LICENSE NO. ARC.221891 3

PROJECT NUMBER: 25009 7BHH
REVISION:

7 BREW COFFEE
HUBER HEIGHTS, OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

A7.1
REMOTE COOLER DETAILS

DATE: MARCH 13, 2025

EnVisionLED
WWW.ENVISIONLEDLIGHTING.COM

Project: _____ Part #: _____
Type: _____

Wall Packs

Slim Wall Pack: EGG-Line
With or Without Emergency



Detail Specifications:
- Finish: Bronze, Custom finishes available
- IP Rating: Wet Location
- Impact Rating: IK08
- Lumens: 1,950 Nominal Lumens
  - 5W EMB: 680 Lumens
- Beam Angle: Type IV
- BUG: B1-U2-G1
- Chip: SMD 2835, R9 >50, CRI >80
- Operating Temperature: -40° - 122° F
- Lens: Clear acrylic
- Average life (L70) of 70,000 hours

Applications:
- Walkways & Pathways
- Parking Lots
- Hospitality, Multi-Family
- Outdoor Corridors
- Residential, Commercial and Industrial

Product Information:
- Sturdy die-cast aluminum housing finished with corrosion free powder coat
- Photocell is included with an easy quick disconnect
- Available in quick ship with emergency backup
- Instant-On to full brightness
- Select-n-Switch Technology: 3-CCT

Driver Options:
- 0/Neg 120-277V 0-10V Dimmable
- Built in 6Kv Surge Protector
- THD: <20% (+/-5% tolerance), PF >0.9, 50/60Hz

Mounting & Installation:
- Three 1/2" knockouts: 1 one each side for convenient installation

Certifications:
- UL Listed for USA and CA
- DLC Listed
- ROHS Compliant
- Approved for CA T24
- 5 Year Limited Warranty
- FCC CFR 47, CCC Part 15, Subpart B:2017

Series	Photocell	Finish[1]	Emergency Backup
LED-WPE-15W-TRI – 1,950 Lumens	– PC Photocell is included. Easy quick disconnect. (PC-3/4-3PIN-UV)	– BZ Bronze (Standard) / BL[1] Black / WH[1] White / GRY[1] Gray / CS[1] Custom Color	(blank) No Emergency / EMB 90 minute 5W Emergency Backup, 90 Lumens

1. Standard quickship is bronze. Other colors are custom finishes

Specs and model numbers are subject to change with or without notice.

EnVision LED Lighting, Inc.
6023 Bandini Blvd. | Bell, CA 90040 | Tel.: 323-604-0066 | www.envisionledlighting.com
Rev. 10.23

4 SITE LIGHTING FIXTURE W1E

HALO SMD6 Series

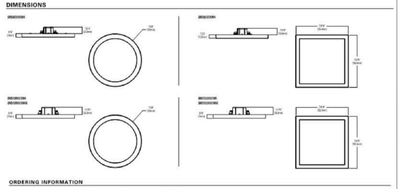
ENERGY DATA

SMD6R6 SMD6S6	Round	Square
Lumens (5000K models)	798	815
Input Power	9.8 W	9.9 W
Input Current	0.0811 A	0.085 A
Efficiency	82 lm/W	82 lm/W
THD	13.9	14.1
Input Voltage	120V	
Frequency	50/60 Hz	
CRI	90 CRI	
Power Factor	0.99	
T-Ambient	35 - 48°C	
Sound Rating	Class A	

SMD6R12 SMD6S12	Round	Square
Lumens (5000K models)	1,725	1,525
Input Power	15.2	15.7
Input Current	0.130 A	0.132 A
Efficiency	82 lm/W	79 lm/W
THD	15.2	15.7
Input Voltage	120V	
Frequency	50/60 Hz	
CRI	90 CRI	
Power Factor	0.98	
T-Ambient	-30 - +40°C	
Sound Rating	Class A	

SMD6R12-E SMD6S12-E	Round	Square
Lumens (5000K models)	1,725	1,525
Input Power	15.3	16
Input Current	0.132 A - 0.063 A	0.137 A - 0.065 A
Efficiency	78	70
THD	15.2	15.7
Input Voltage	120 - 225V	
Frequency	60 Hz	
CRI	92 CRI	
Power Factor	0.98	
T-Ambient	-30 - +40°C	
Sound Rating	Class A	

DIMENSIONS



ORDERING INFORMATION

SAMPLE NUMBER: SMD6R9930WH-U* Round Surface Mount Downlight, 90CRI, 3000K
*Specify Voltage. See Installation: Order per junction box separately, as required by others, to complete installation.
Recessed Installation: Order trim recessed housing separately to complete installation.

Models	Lumens	CRI / CCT	Finish	Voltage
SMD6R6 – 6" Round Surface Mount Downlight SMD6S6 – 6" Square Surface Mount Downlight	R=800 lumen series (120V only) S=1200 Lumen series	927=90CRI, 2700K 930=90CRI, 3000K 935=90CRI, 3500K 940=90CRI, 4000K 950=90CRI, 5000K	WH= Matte White	Blank= 120V standard U= 120V Universal 120-277V*

Accessories

Decorative Trim
SMD6RTRIMBN-6" Round SMD Satin Nickel
SMD6RTRIMTBZ-6" Round SMD Tuscan Bronze
SMD6RTRIMWH-6" Round SMD White (paintable)
SMD6STRIMBN-6" Square SMD Satin Nickel
SMD6STRIMTBZ-6" Square SMD Tuscan Bronze
SMD6STRIMWH-6" Square SMD White (paintable)

T24HWKT= Title 24 Cable harness kit used to convert incandescent and low voltage housings to LED
HEJABJE= EJK Screw base adapter for retrofit (nacho,bell)

* 120V voltage configuration is offered only in the 1200 lumen series


T24HWKT

HEJABJE
EJK Screw base adapter for retrofit (included)

COOPER Lighting Solutions

3 SITE LIGHTING FIXTURE C1

Project		Catalog #		Type	
Prepared By		Notes		Date	



Lumark
Prevail LED
Area / Site Luminaire

Product Features

Interactive Menu

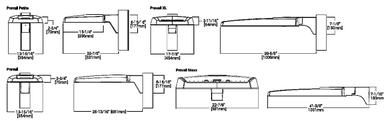
- Ordering Information page 2
- Mounting Details page 3, 4
- Optical Configurations page 5
- Product Specifications page 5
- Energy and Performance Data page 6, 7
- Control Options page 8

Product Certifications

Connected Systems
- Wavel.inx

Quick Facts
- Lumen packages range from 4,800 - 84,000 lumens (35W - 588W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 160 lumens per watt
- Energy and maintenence savings up to 85% versus HID solutions
- Standard universal quick mount arm with universal drill pattern

Dimensional Details



NOTES:
1. Pole/wall may require backplate and mounts to confirm qualification. Not all product variations are DLC qualified.
2. 5K is identified in the 3000K CCT and reverse only.

COOPER Lighting Solutions

Lumark Prevail LED

Ordering Information

SAMPLE NUMBER: **PRV-XL-C75-D-UNV-T4-SA-BZ**

Product Family *	Light Engine *	Color Temperature	Driver	Voltage	Distribution	Mounting	Color
PRV=Prevail Petite SAA-PRV=Prevail Petite SAA Compliant † TAA-PRV=Prevail Petite TAA Compliant †	D10=1,122 lLM@ Nominal Lumens D15=1,600 lLM@ Nominal Lumens D20=1,933 lLM@ Nominal Lumens D25=1,955 lLM@ Nominal Lumens	740=740CRI, 4000K 750=750CRI, 5000K 727=727CRI, 2700K 730=730CRI, 3000K 735=735CRI, 3500K 840=927CRI, 4000K	Blank=Universal (120-277V)	UNV=Universal (120-277V) 347=347V *	T2=Type II T3=Type III T4=Type IV	MA=Mid Arm* (included) SA=Slip Arm* WA=Wall Mount Arm PAD=Pole Mount Arm ** (Not for Wall Mount)	BZ=Bronze BK=Black SPC=Dark Platinum Metallic WH=White
PRV-XL=Prevail XL SAA-PRV-XL=Prevail XL SAA Compliant † TAA-PRV-XL=Prevail XL TAA Compliant †	D15=1,600 lLM@ Nominal Lumens D20=1,933 lLM@ Nominal Lumens D25=1,955 lLM@ Nominal Lumens D30=2,124 lLM@ Nominal Lumens D35=2,300 lLM@ Nominal Lumens D40=2,476 lLM@ Nominal Lumens D45=2,652 lLM@ Nominal Lumens D50=2,828 lLM@ Nominal Lumens D55=3,004 lLM@ Nominal Lumens D60=3,180 lLM@ Nominal Lumens D70=3,533 lLM@ Nominal Lumens						
PRV-D=Prevail Wave SAA-PRV-W=Prevail Wave SAA Compliant † TAA-PRV-W=Prevail Wave TAA Compliant †	D20=1,933 lLM@ Nominal Lumens D25=1,955 lLM@ Nominal Lumens D30=2,124 lLM@ Nominal Lumens D35=2,300 lLM@ Nominal Lumens D40=2,476 lLM@ Nominal Lumens D45=2,652 lLM@ Nominal Lumens D50=2,828 lLM@ Nominal Lumens D55=3,004 lLM@ Nominal Lumens D60=3,180 lLM@ Nominal Lumens D70=3,533 lLM@ Nominal Lumens						

Options (Add as Suffix)

7030=10' (3m) 4-conductor cable with connector for 0-10V dimming
SPD=Dimming Motion and Daylight Sensor, Bluetooth Programmable 8' - 20' Mounting Height, ¼ ¼ Aim
SPD-L=Dimming Motion and Daylight Sensor, Bluetooth Programmable 8' - 20' Mounting Height, ¼ ¼ Aim
ZM=Wireless-enabled 4-PIN TrioSmart Receptacle *
ZM-SPD=Wireless-enabled 4-PIN TrioSmart Receptacle *
ZM-SPDXD=WaveLinx Pro, Dimming Motion and Daylight, NAC Programmable, 7'-12' Mounting ¼ ¼ Aim
ZM-SPDXD-HA=WaveLinx Pro, Dimming Motion and Daylight, NAC Programmable, 7'-12' Mounting ¼ ¼ Aim, Hospital Amber
PE=NEMA 3-PIN Photocell, Programmable *
PE7=NEMA 7-PIN Twistlock Photocontrol Receptacle *
MSJ=Mid-Span Junction Box (Single Fixture)
MSJ-D=Mid-Span Junction Box (Dual Fixture)
MSJ-D-L3=Dimming Motion and Daylight Sensor, Bluetooth Programmable, 8' - 20' Mounting Height, ¼ ¼ Aim
MSJ-D-L4=Dimming Motion and Daylight Sensor, Bluetooth Programmable, 21' - 40' Mounting ¼ ¼ Aim

Accessories (Order Separately)

PRVSA-EK=Standard Arm Mounting Kit **
PRVSA-EK-HA=Standard Arm Mounting Kit ** Hospital Amber
PRVSA-EK-Wood=Standard Arm Mounting Kit **
PRVSA-AA-XX=Adjustable Arm - Pole Mount **
PRV-AA-XX=Adjustable Arm - Slipfitter Kit **
PRV-AA-XX-Wood=Adjustable Arm - Pole Mount **
PRV-AA-XX-Wood-HA=Adjustable Arm - Pole Mount ** Hospital Amber
PRV-AA-XX-WM=Adjustable Arm - Wall Mount Kit **
PRV-AA-XX-WM-Wood=Adjustable Arm - Wall Mount Kit **
PRVSA-EK-Wood-HA=Standard Arm Mounting Kit ** Hospital Amber
PRVSA-EK-Wood=Standard Arm Mounting Kit **
PRV-SL-AA-XX=Adjustable Arm - Pole Mount Kit **
PRV-SL-AA-XX-WM=Adjustable Arm - Wall Mount Kit **
PRV-SL-AA-XX-Wood=Adjustable Arm - Pole Mount **
PRV-SL-AA-XX-WM-Wood=Adjustable Arm - Wall Mount Kit **
PRV-SA-AA-XX=Adjustable Arm - Slipfitter Kit **
PRV-SA-AA-XX-WM=Adjustable Arm - Wall Mount Kit **
PRV-SA-AA-XX-Wood=Adjustable Arm - Pole Mount **
PRV-SA-AA-XX-WM-Wood=Adjustable Arm - Wall Mount Kit **
SA2=Slip Fitter Adapter for 2-3/8" O.D. Tenon
SA3=Slip Fitter Adapter for 3" O.D. Tenon
SA4=Slip Fitter Adapter for 4" O.D. Tenon
SA2/1.5=2-3/8" Tenon Adapter for 1-1/2" O.D. Tenon
SA3/1.5=3" Tenon Adapter for 1-1/2" O.D. Tenon
SA4/1.5=4" Tenon Adapter for 1-1/2" O.D. Tenon
SA3/2.5=3" Tenon Adapter for 2-1/2" O.D. Tenon
SA4/2.5=4" Tenon Adapter for 2-1/2" O.D. Tenon
SA4/3.5=4" Tenon Adapter for 3-1/2" O.D. Tenon
SA4/4.5=4" Tenon Adapter for 4-1/2" O.D. Tenon
SA4/5.5=4" Tenon Adapter for 5-1/2" O.D. Tenon
SA5/5.5=5" Tenon Adapter for 5-1/2" O.D. Tenon
SA6/5.5=6" Tenon Adapter for 5-1/2" O.D. Tenon
SA6/6.5=6" Tenon Adapter for 6-1/2" O.D. Tenon
SA6/8.5=6" Tenon Adapter for 8-1/2" O.D. Tenon
SA8/8.5=8" Tenon Adapter for 8-1/2" O.D. Tenon
SA8/10.5=8" Tenon Adapter for 10-1/2" O.D. Tenon
SA10/10.5=10" Tenon Adapter for 10-1/2" O.D. Tenon
SA10/12.5=10" Tenon Adapter for 12-1/2" O.D. Tenon
WA=Wall Arm Kit **
WA2=Wall Arm Kit ** 2 Arm
WA3=Wall Arm Kit ** 3 Arm
WA4=Wall Arm Kit ** 4 Arm
WA2-90=Wall Arm Kit ** 2 Arm 90°
WA3-90=Wall Arm Kit ** 3 Arm 90°
WA4-90=Wall Arm Kit ** 4 Arm 90°
WA2-120=Wall Arm Kit ** 2 Arm 120°
WA3-120=Wall Arm Kit ** 3 Arm 120°
WA4-120=Wall Arm Kit ** 4 Arm 120°
PAD=Pole Mount Arm Kit **
PAD-HA=Pole Mount Arm Kit ** Hospital Amber
PAD-Wood=Pole Mount Arm Kit **
PAD-Wood-HA=Pole Mount Arm Kit ** Hospital Amber
PAD-SL=Pole Mount Arm Kit **
PAD-SL-Wood=Pole Mount Arm Kit **
PAD-SA=Pole Mount Arm Kit **
PAD-SA-Wood=Pole Mount Arm Kit **
PAD-SA-Wood-HA=Pole Mount Arm Kit ** Hospital Amber

EXHIBIT "A" LEGAL DESCRIPTION

Situated in Section 29, Town 2, Range 8 M.R.S, City of Huber Heights, Montgomery County, Ohio and being part of a 1.395 acre tract of land conveyed to Muriel Litt et al. 4 by deed recorded in I.R. Deed #12-042591 of the Montgomery County deed records; said tract being more particularly described as follows;

Beginning at a mag nail found at the Southeast corner of the Waynetown Plaza Plat as recorded in Plat Book 214, Page 40 of the Montgomery County deed records, said nail also being at the northeast corner of an 11.496 acre tract of land conveyed to Huber Heights ABG, LLC by deed recorded in I.R. Deed #12-041466 of the Montgomery County deed records; thence S 5° 12' 04" W with said Huber Heights ABG East line for a distance of 184.04 feet to a mag nail set at the true place of beginning for the herein described tract;

Thence from said true place of beginning, S 84° 47' 56" E with a new division line for a distance of 209.65 feet to a mag nail set on the West right-of-way of Old Troy Pike (S.R. 202);

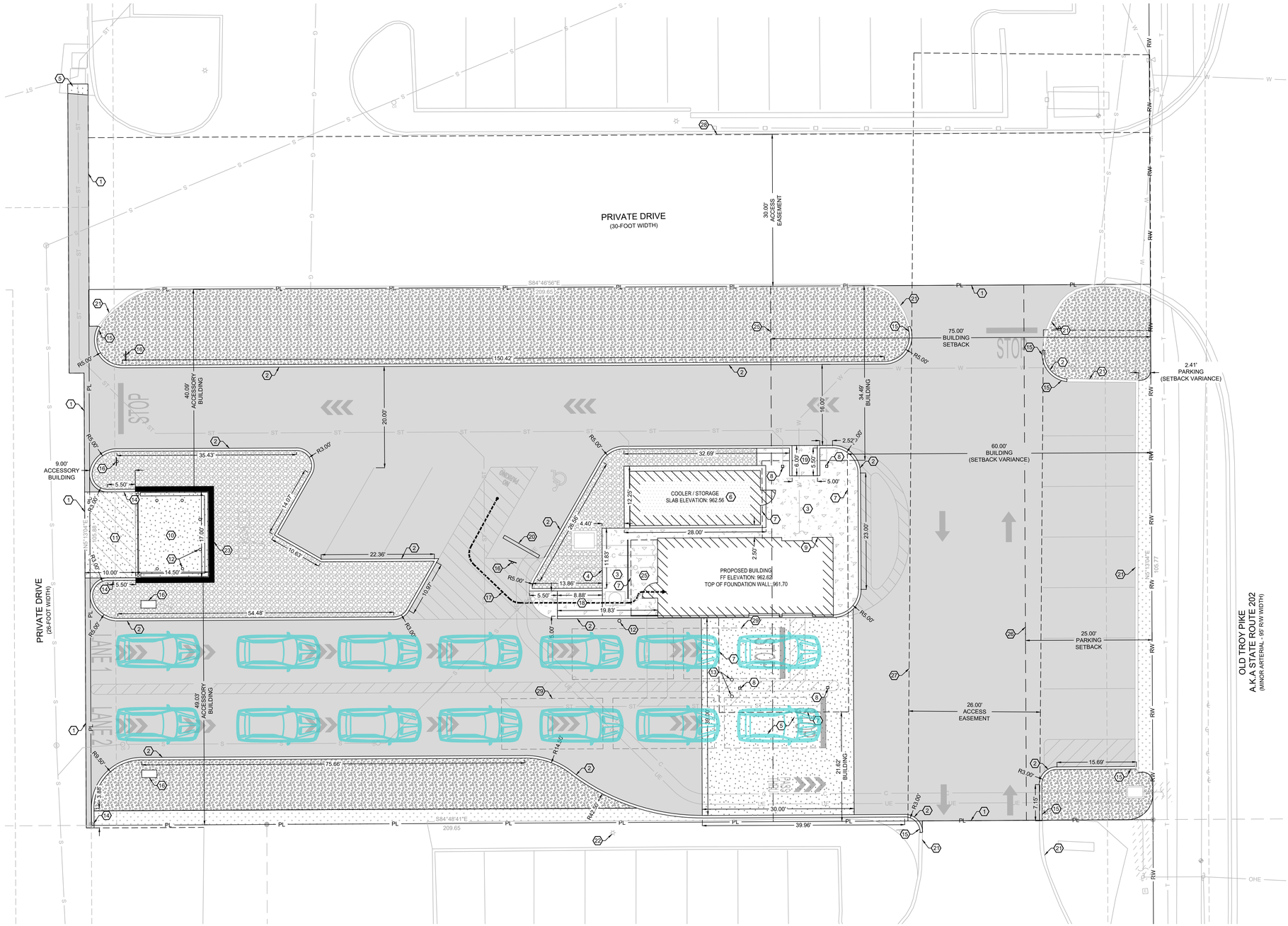
thence S 5° 12' 04" W with said right-of-way for a distance of 105.77 feet to a 5/8" iron pin found at the northeast corner of a 1.0009 acre tract of land conveyed to Fifth Third Bank by deed recorded in I.R. Deed #12-030648 of the Montgomery County Deed Records;

thence N 84° 49' 41" W with said Fifth Third Bank North line and its extension for a distance of 209.65 feet to a mag nail found at Southeasterly corner of the aforementioned Huber Heights ABG Tract;

thence N 5° 12' 04" E with said Huber Heights ABG East line for a distance of 105.88 feet to the true place of beginning, containing 0.509 acres, more or less.

The above description is the result of a field survey, June, 2016, by John T. Burkhardt, Professional Land Surveyor No. 6487 All iron pins set are 5/8" x 30" rebar capped "JTB S-6487". As filed in the Montgomery County Engineer's Office Record of Land Surveys, Volume 2016, Page 0273.

Basis of bearing: East property line based on State Plane Coordinate System, NAD83 (2011) adjustment, Ohio South Zone, ODOT VRS/CORS Network (bearing: S 05° 12' 04" W)



HATCH LEGEND:

- = ASPHALT PAVEMENT PER DETAIL 2.06 SHEET C7.1.
- = CONCRETE SIDEWALK PER SIDEWALK DETAIL 2.02 SHEET C7.1.
- = CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAIL 2.03 AND 2.05 SHEET C7.1.
- = COOLER/STORAGE PAD PER STRUCTURAL DETAIL 7 SHEET S2.1.
- = LAWN RESTORATION. INSTALL TOPSOIL, SEED, & MULCH IN ACCORDANCE WITH PROJECT SPECIFICATIONS. EXTENTS SHOWN DO NOT NECESSARY REFLECT FULL EXTENTS OF RESTORATION REQUIRED. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS.
- = TURF GRASS SOD. INSTALL PER SUPPLIER'S INSTALLATION INSTRUCTIONS.
- = LANDSCAPE ROCK. PLACE 6" OF 1" - 2" RIVER ROCK OVER COMMERCIAL GRADE WEED FABRIC.
- = LANDSCAPE MULCH. SMOOTH SOIL SHALL BE COVERED BY WEED FABRIC AND TOPPED WITH 3 TO 4-INCH LAYER OF SHREDDED HARDWOOD MULCH, MATCH EXISTING COLOR.

KEY NOTES:

1. MATCH EXISTING PAVEMENT.
2. CONCRETE CURB PER DETAIL 2.01 SHEET C7.1.
3. SIDEWALK PER DETAIL 2.02 SHEET C7.1.
4. EDGE OF CONCRETE SLAB TO BE THICKENED CONCRETE PER STOOP/WALK EDGE DETAIL 2.04 SHEET C7.1.
5. CONCRETE PAVEMENT PER CONCRETE PAVEMENT DETAILS 2.03 & 2.05 SHEET C7.1.
6. REMOTE COOLER LOCATION, COOLER TO BE INSTALLED ON 4" THICK CONCRETE PAD WITH THICKENED EDGE PER STRUCTURAL PLANS.
7. BUILDING CANOPY OUTLINE.
8. CANOPY COLUMNS LOCATIONS, TYPICAL.
9. BUILDING FOUNDATION WALL AND FOOTING PER STRUCTURAL PLANS. REFER TO DETAIL 2.07 SHEET C7.1 FOR FOUNDATION WALL ELEVATION.
10. CONCRETE PAVEMENT FOR TRASH ENCLOSURE PER CONCRETE PAVEMENT DETAILS 2.03 & 2.05 SHEET C7.1.
11. TRASH ENCLOSURE AND GATE, PER ARCHITECTURAL PLANS.
12. 6' PIPE BOLLARD, TYPICAL PER DETAIL 2.09 SHEET C7.1.
13. 3' PIPE BOLLARD, TYPICAL PER DETAIL 2.09 SHEET C7.1.
14. INSTALL CURB TRANSITION PER DETAIL 2.15 SHEET C7.2.
15. CONNECT TO EXISTING CURB.
16. SIGN, SEE SHEET C6.1.
17. ACCESSIBLE PATH FROM PARKING TO BUILDING.
18. TYPE 3 ADA CURB RAMP PER DETAIL 2.13 SHEET C7.2.
19. TYPE 4 ADA CURB RAMP PER DETAIL 2.14 SHEET C7.2.
20. CONCRETE WHEEL STOP PER DETAIL 2.18 SHEET C7.2.
21. EXISTING CURB, DO NOT DISTURB.
22. EXISTING LIGHT POLE, TO REMAIN.
23. TRASH ENCLOSURE WALL AGAINST GRADE, SEE ARCHITECTURAL DETAILS.
24. FROST PROOF SLAB PER DETAIL 9 SHEET S2.1.
25. 75-FOOT BUILDING SETBACK LINE.
26. 25-FOOT PARKING SETBACK LINE.
27. 26-FOOT ACCESS EASEMENT.
28. 30-FOOT ACCESS EASEMENT.
29. 10' x 20' QUEUING SPACE, TYPICAL.

PROPOSED USE:

RESTAURANT WITH DRIVE THRU.

ZONING:

ZONING: PC - PLANNED COMMERCIAL.

PARKING REQUIREMENTS:

1 SPACE PER EMPLOYEE DURING LARGEST SHIFT = 8 STALLS.
PROVIDED = 11 STALLS, 10 STANDARD AND 1 ADA.
QUEUE SPACES REQUIRED = 5
QUEUE SPACES PROVIDED = 14

QUEUING SPACES:

20.00'
10' x 20' QUEUING SPACE
10.00'

STORMWATER NOTES:

PRE-PROJECT IMPERVIOUS AREA = 18,446 S. F.
PRE-PROJECT PERVIOUS AREA = 4,922 S. F.

POST-PROJECT IMPERVIOUS AREA = 17,161 S. F.
POST-PROJECT PERVIOUS AREA = 6,207 S. F.

NOTE:
CALCULATIONS PROVIDED FOR IMPERVIOUS SURFACE LIMITS ARE THE LIMITS OF DISTURBANCE.

BUILDING AND LOT DATA:

PROJECT FOOTPRINT 23,368 S.F. = 0.54 ACRES
PROPOSED BUILDING (1 STORY) - RETAIL = 510 S.F.
REMOTE COOLER = 280 S.F.
CONSTRUCTION TYPE: V-B

QUANTITIES

CURB:	795 L.F.
ASPHALT PAVEMENT:	12,905 S.F.
8" CONCRETE PAVEMENT:	1,600 S.F.
4" CONCRETE SIDEWALK:	695 S.F.
COOLER/STORAGE SLAB:	345 S.F.
TURF GRASS SOD:	540 S.F.
LANDSCAPING ROCK:	1,445 S.F.
LANDSCAPE MULCH:	3,810 S.F.
LAWN RESTORATION:	70 S.F.

N

0 5 10

H. SCALE: 1" = 10'

Call 811 or 1-800-362-2764 www.OHIO811.org

TOTH & ASSOCIATES
1550 E. REPUBLIC ROAD
SPRINGFIELD, MO 65804
Ph: 417-888-0645 Fax: 417-888-0657
www.tothassociates.com
OH# 05960
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7 BREW COFFEE DRIVE THRU

STATE OF OHIO
SHAWN W. BARRY
E-88665
PROFESSIONAL ENGINEER
03/13/2025

ENGINEER OF RECORD:
NAME: SHAWN W. BARRY
LICENSE NO. OH #E-88665

PROJECT NUMBER:
91.070

REVISION:

7 BREW COFFEE
HUBER HEIGHTS,OH (OLD TROY)
7605 OLD TROY PIKE,
HUBER HEIGHTS, OH 45424

C2.1
SITE PLAN

DATE: MARCH 13, 2025

SEVEN 7B BREW
DRIVE THRU COFFEE

SEVEN BREW COFFEE

7605 OLD TROY PIKES
HUBER HEIGHTS, OH

02/24/25

ao59761

PRESENTED BY
SHAUNCRAWFORD

o: 417.862.2454
c: 417.705.2122
e: ShaunC@springfieldsign.com

a: 4825 E. Kearney St.
Springfield, MO 65803



SALES: Shawn Crawford | CLIENT: Seven Brew | DRAWING #: ao59761-1
ARTIST: D. MADDEN | LOCATION: HUBER HEIGHTS, OH | REV DATE: 00/00/00 | REV_0 ##

02

FULLNICHIHA

1 ELEVATIONS-DETAILS
SCALE: 3/16"=1'

1

3

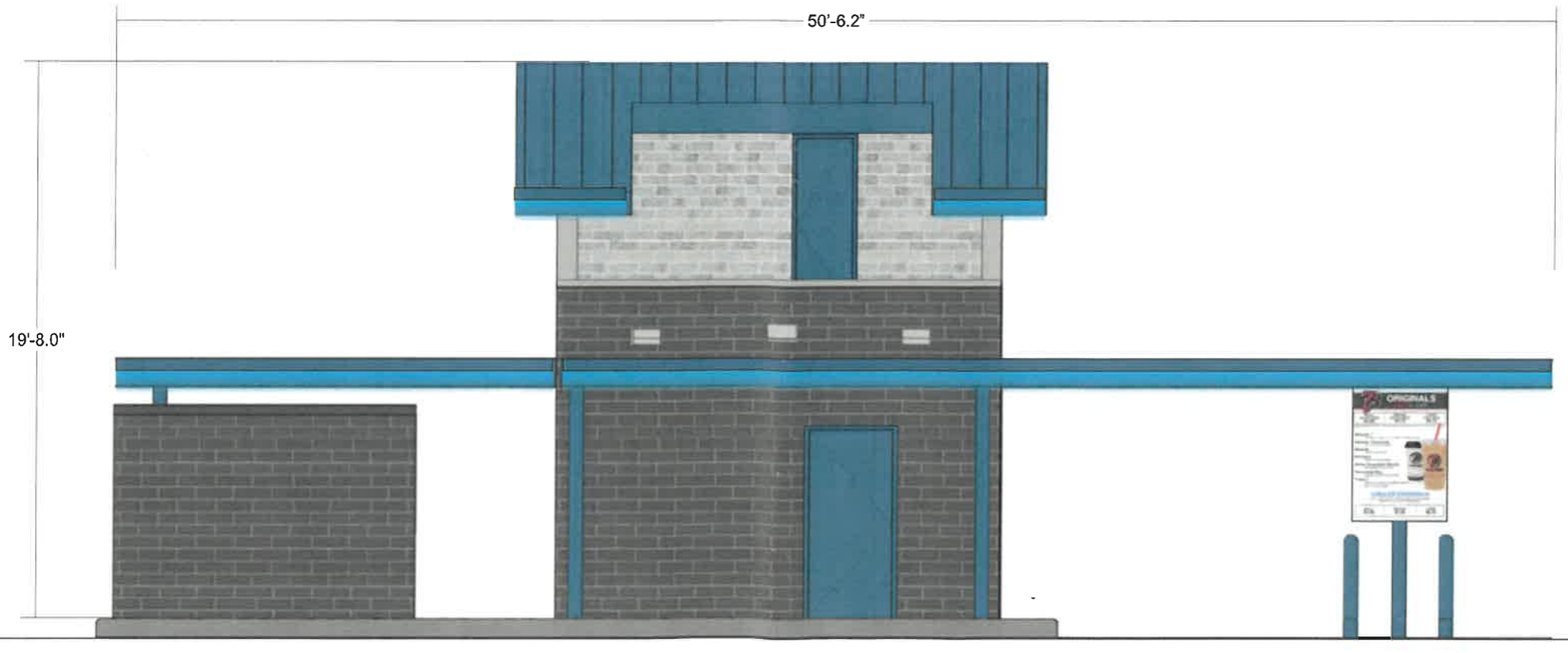
Elevation Sq. Ft. 993.4



FRONT ELEVATION

SCALE: 3/16"=1'

Elevation Sq. Ft. 993.4



REAR ELEVATION

SPRINGFIELDSIGN

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AUTHORIZED SIGNATURE: _____ DATE: _____

FULLNICHIHA

1 ELEVATIONS-DETAILS
SCALE: 3/16"=1'

2

Elevation Sq. Ft. 909.25



SIDE ELEVATION

SCALE: 3/16"=1'

2

Elevation Sq. Ft. 909.25



SIDE ELEVATION

SPRINGFIELDSIGN

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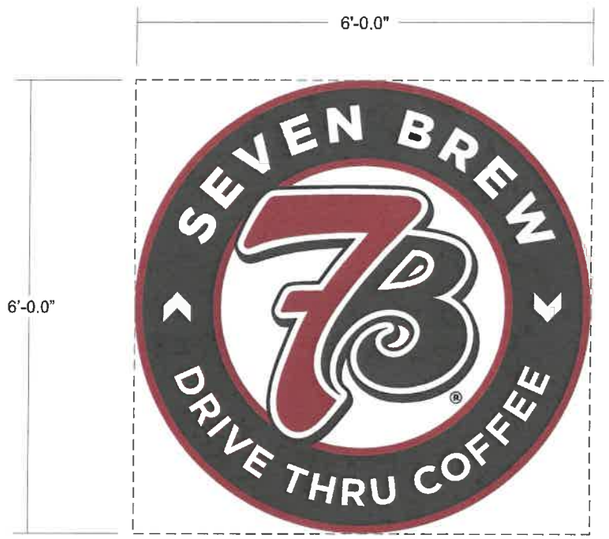
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AUTHORIZED SIGNATURE: _____ DATE: _____

1 CABINET-DETAILS
SCALE: 1/2"=1'

Quantity: 1

1

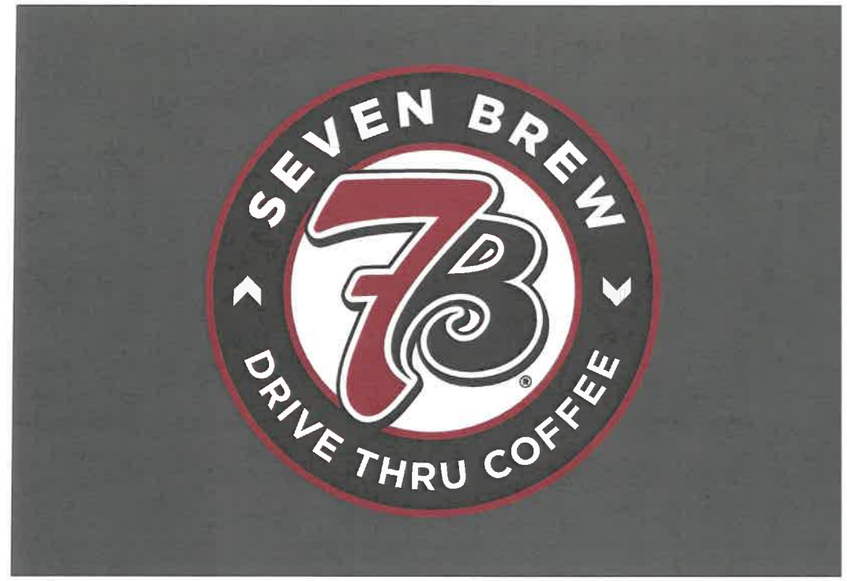


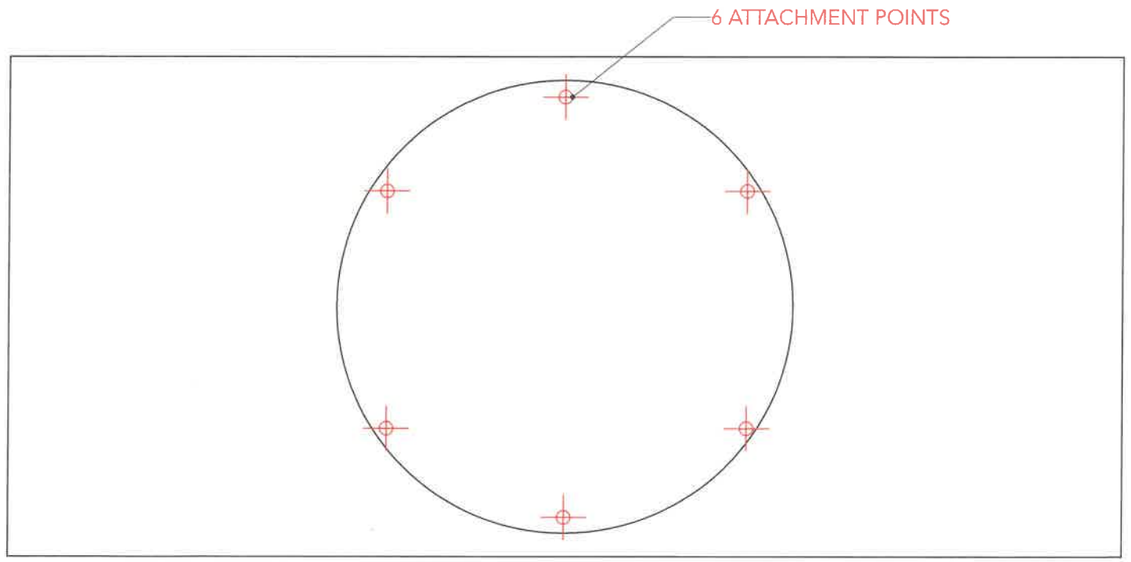
PANTONE 202 C

BLACK

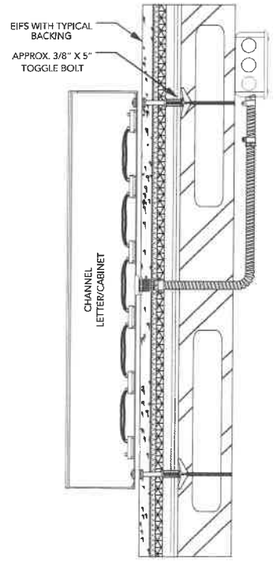
FLUSH MOUNT CABINET
- WHITE EMBOSSED ACRYLIC PAN FACE
- INTERNAL LED ILLUMINATION
- FLUSH MOUNTED TO FASCIA
- CUT VINYL APPLIED FIRST SURFACE
- BLACK TRIM AND RETURNS

Total Sq. Ft. 28.27





DIRECT





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AUTHORIZED SIGNATURE: _____ DATE: _____

2 CHANNEL LETTER-DETAILS

SCALE: 3/4"=1'

Quantity: 2

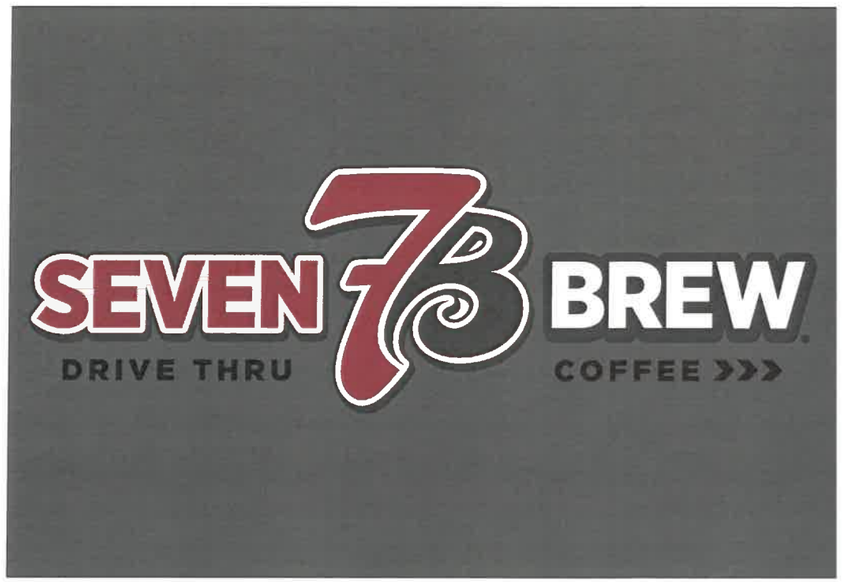
2



FLUSH MOUNT CHANNEL LETTERS
- "SEVEN 7B BREW"
- WHITE EMBOSSED ACRYLIC PAN FACE
- INTERNAL LED ILLUMINATION
- FLUSH MOUNTED TO FASCIA
- CUT VINYL APPLIED FIRST SURFACE
- BLACK TRIM AND RETURNS

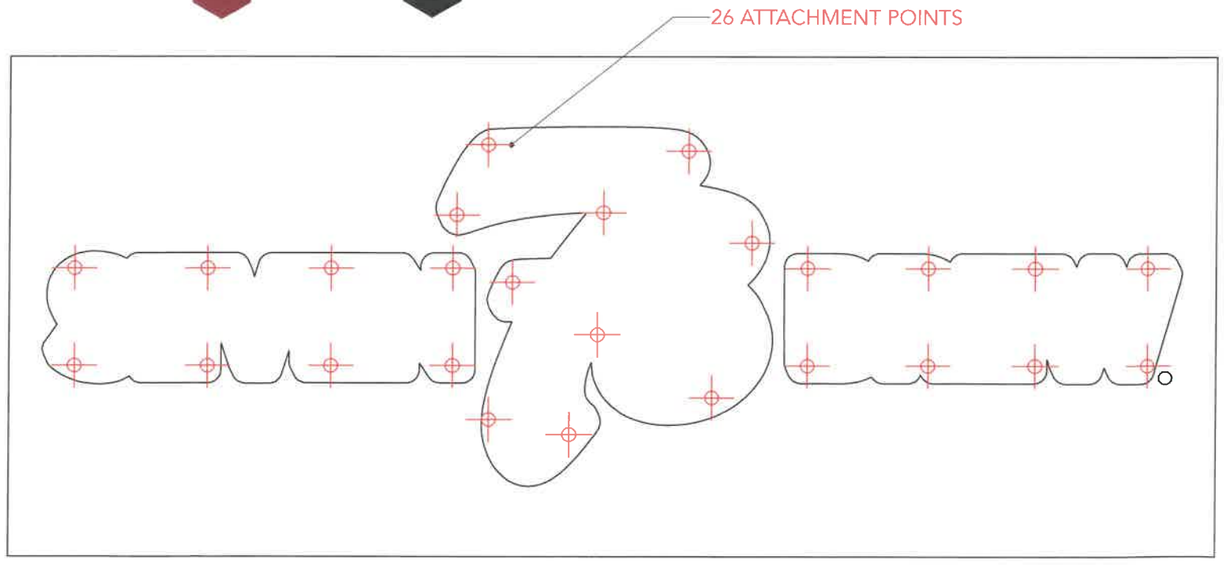
FLUSH MOUNT FCO
- "DRIVE THRU" AND "COFFEE >>>"
- PAINTED AS SHOWN
- FLUSH MOUNTED FCOS

Total Sq. Ft. 31.76

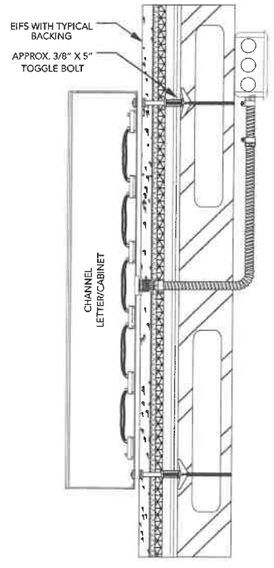


PANTONE 202 C

BLACK



DIRECT





SPRINGFIELDSIGN

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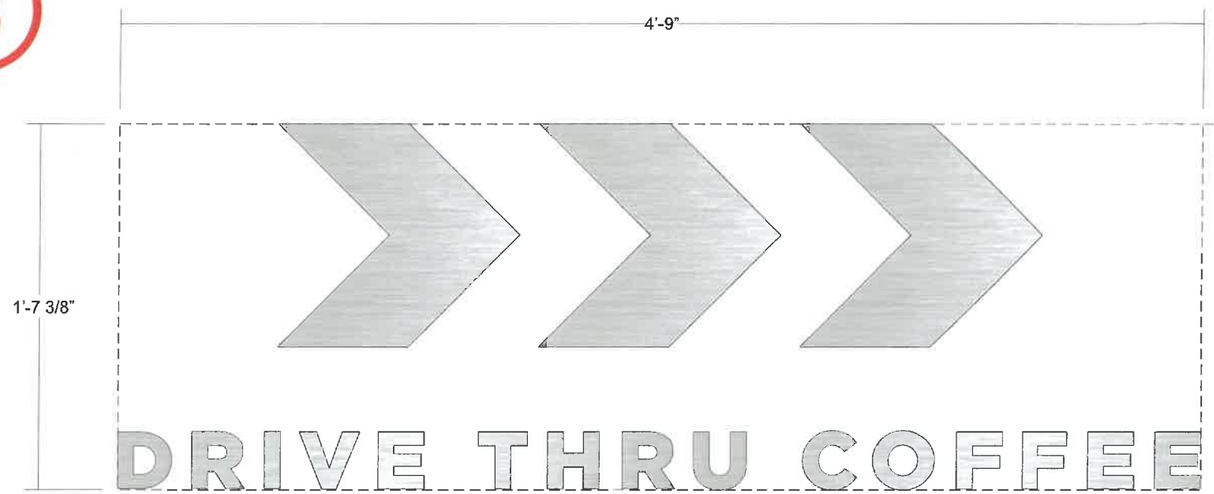
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AUTHORIZED SIGNATURE: _____ DATE: _____

3 PANEL-DETAILS
SCALE: 1-1/2"=1'

Quantity: 1

3





FLUSH MOUNT FCOs
- 1/4" BRUSHED ACM FCO
- FACE AS SHOWN
- FLUSH MOUNTED (VHB TAPE)
- INSTALL LOCATION ON PREV. DRAWINGS

Total Sq. Ft. 7.66

BRUSHED ALUMINUM

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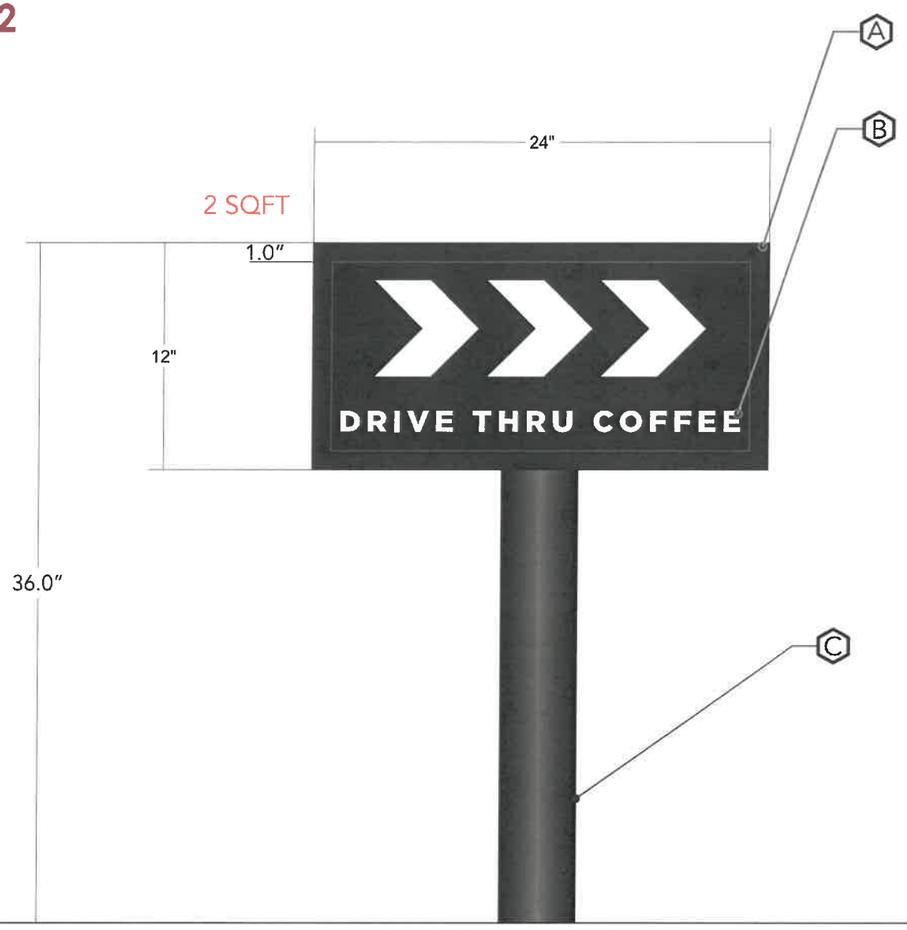
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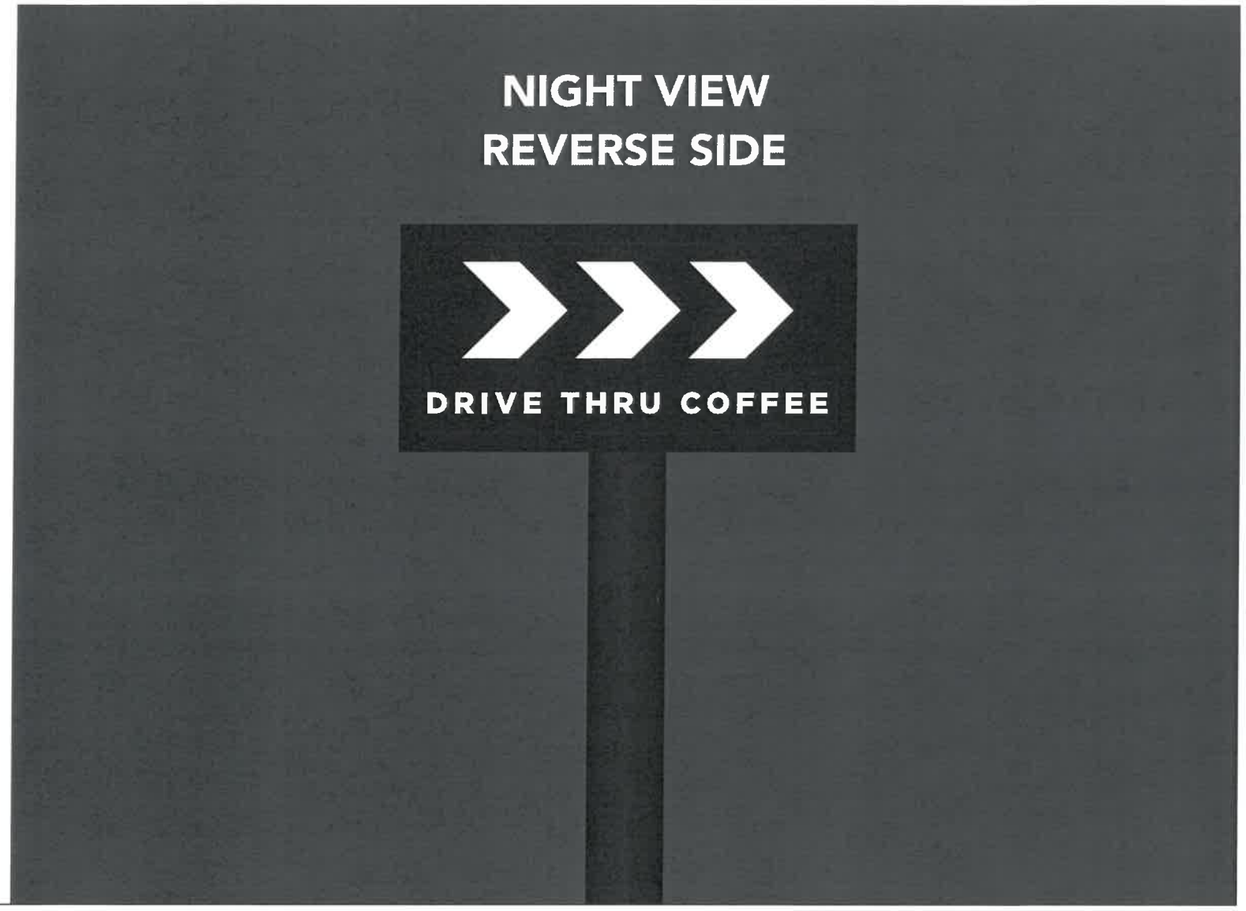
AUTHORIZED SIGNATURE: _____ DATE: _____

4 DIRECTIONAL-DETAILS
SCALE: 1-1/2"=1'

Quantity: 2

D





A D/F INTERNALLY LED ILLUMINATED ALUMINUM CABINET WITH BLACK PAINTED TRIM AND RETURNS

B REVERSE CUT BLACK VINYL AND TRANSPARENT GRAPHICS APPLIED TO ACRYLIC FACES

C BLACK PAINTED PIPE

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AUTHORIZED SIGNATURE: _____ DATE: _____

SPRINGFIELDSIGN

SIGN PURCHASE AGREEMENT

800.845.9927 springfieldsign.com

DESCRIPTION

This agreement, made and entered into this _____ day of _____ (month), 20 ___ (year), by and between Springfield Sign & Graphics, INC. d/b/a Springfield Sign (herein after referred to as Seller), and Buyer (as outlined below and labeled as Buyer) witnesseth, that the Seller agrees to manufacture for Buyer the sign(s) and/or other sign products/services as outlined in a separate E2 document as follows, QUOTE Number: _____ or other such unique document of description as follows:

CONTACT

BUYER:

COMPANY NAME: D/B/A:

BILLING ADDRESS: CITY: STATE:

JOB DETAILS:

COMPANY NAME: D/B/A:

BILLING ADDRESS: CITY: STATE:

FINE PRINT

All wiring on the premises to the site of the signs· installed location, including the connection of the sign to such primary wiring source is to be the responsibility of the Buyer, at additional cost to the Buyer, at the direction of the Buyer. as designed by the Buyer or Buyer's agents and, as necessary, all other aspects and expenses, as required, to bring primary electrical wiring to the sign's location for energizing of such signs. All voltages to be 120 Volt at 60 Hertz unless otherwise specified. Any damages caused by the energizing circuit to the sign or sign products due to improper design (including but not limited to improper voltages), improper connection thereof or any other causes related to the energizing primary circuitry will be solely and completely at the Buyer's risk and expense. Any additional work, trouble shooting in the field, by phone, by internet or otherwise required on behalf of Seller will be bi/Jed in addition to Buyer on a Time and Materials basis, at additional expense. All Permit fees/Engineering fees and labor/drawing costs for the acquisition thereof will be billed in addition to prices stated herein at additional expense unless specifically outlined in this document to be bi fled in another manner as described herein. Any required sales/use taxes are the responsibility of the Buyer, now and in the future as so levied by applicable governing authorities. All taxes are due and payable upon demand by Seller at or any time subsequent to the execution of this SIGN PURCHASE AGREEMENT. It is understood that taxes are in addition to the prices outlined in the SIGN PURCHASE AGREEMENT, E2 Quote or any other document outlining the signs, products or services for stated Job Location unless specifically and clearly outlined otherwise. It is expressly and undeniably understood by both Buyer (or Buyer's agents, subcontractors, salespersons, etc.) and Seller that no verbal agreement has been entered into. Both parties are to adhere to the terms and conditions of this SIGN PURCHASE AGREEMENT and related attachments as properly executed and initialed. Any governing entity outside the control of Seller, such as but not limited to, any applicable City/Municipalities, County Office/Agent, national codes (such as but not limited to NEC, BOCA, ETC.) with jurisdiction or control upon the product, labor (manufacturing or installation) or any issues, procedures or otherwise related to the execution of the terms, signs, sign products, services or otherwise, foreseen or unforeseen, may affect the costs and timely delivery of such products/services herein NOTICE: THIS IS A LEGAL DOCUMENT WITH BINDING OBLIGATIONS READ BOTH SIDES OF THIS INSTRUMENT BEFORE SIGNING, AS THE TERMS OF THIS SIGN PURCHASE AGREEMENT ARE SET OUT THEREON, The specific terms for payment may vary based on product types or other reasons, but it is expressly understood that PAYMENT IN FULL as outlined by this Agreement is due and must be paid PRIOR TO INSTALLATION OF SIGN PRODUCT, PARTS OR SERVICES. All outstanding balances over 30 days due are subject to a 2% per month (collectively compounding) Late Fee.

AGREEMENT

☐ Buyer's Guarantee to Build _____ (initials)

☐ Rejection of Buyer's Guarantee to Build _____ (initials)

BUYER:

I/We have read this entire agreement and agree to defend and hold harmless Seller as stated herein. ACCEPTED:

By: _____

PRINTED NAME: TITLE: DATE:

SELLER:

ACCEPTED:

By: _____

Mark Wessell, CEO
Springfield Sign
4825 E Kearney St
Springfield, MO 65803

1. DOCUMENT ATTACHMENT As allowed by this contract, other documents such as but not limited to E2 quotes, product specifications, manufacturer's specifications, etc. may be referenced in the area in the beginning of this Sign Purchase Agreement. These documents may have additional terms, conditions, pricing, restrictions, limitations or otherwise as describe by those written instruments, such as but not limited to LED (or other types) of electronic displays.

2. LIMITED WARRANTY Seller warrants all new materials and/or services delivered herein to be at time of completion of job and time of delivery, to Buyer, to be free from defects of material and/or workmanship. Seller agrees to repair or replace, solely at Seller's discretion, any products or parts thereof, which are found defective in material or workmanship within 90 days from time of installation of sign or sign product. Seller's obligation with respect to such products or parts shall be STRICTLY LIMITED to replacement or repair and in NO event shall Seller be liable for consequential, incidental or special damages, or for transportation, installation, adjustment or any other expenses which may arise in connection with such products or parts, including but not limited to loss of business or loss of trade. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES. Seller's obligations hereunder shall extend only to defects for which Buyer shall have given Seller written notice thereof within ninety (90) days after date of delivery or installation, as applicable. Buyer is NOT authorized to make independent arrangements for warranty work. All warranty work on said signs, products, parts, services, as described herein, shall be arranged or subcontracted by Seller or be done by Seller's employees or representatives, solely at the discretion of the Seller. In the event that Buyer does not permit Seller to inspect product, access property or in any other way directly or indirectly inhibits the Seller to arrange for or conduct necessary repair work required under this Agreement, or Buyer makes independent arrangements for such repair work, Buyer agrees that Buyer will be solely responsible for the costs of such repairs. In the event Buyer does not comply with the above, Seller hereby EXCLUDES ALL WARRANTIES, EXPRESS AND/OR IMPLIED, AND BUYER PURCHASES THE SIGN, SIGN PRODUCT AND/OR SERVICES "AS IS" and WITH ALL FAULTS, WAIVING ALL WARRANTIES HEREUNDER. Additional limitations include but are not limited to, acts of God, acts of nature, vandalism, acts of War or Terrorism and/or accidental damages.

3. INSURANCE As long as any amount of monies is due and owing to Seller, Buyer shall insure sign, sign products or services, in an amount no less than monies due Seller, and NAME SELLER in the loss payable clause of such insurance policy, strictly for the benefit of the Seller. Buyer further agrees to not limit the insured causes allowing for fire or any other casualty. Buyer shall furnish Seller with evidence of such certification of insurance, in writing from Buyer's insurance agent or agency, upon Seller's demand. Seller's certificate of insurance for liability/workers compensation shall be provided by Seller to buyer upon request from Buyer.

4. TAXES Buyer shall be responsible for and pay all taxes including but not limited to Sales, Use, Personal Property or any other municipal, county, state or federal taxes that may be levied, imposed or assessed by law on the sign product, parts or services or improvements thereon, or uses of such. Buyer agrees to reimburse Seller for any amount for such taxes, that may be billed to and paid by Seller. Any interests or penalties associated with any taxes as outlined herein will also be due and owing to Seller if so paid by Seller. These taxes, as allowed by law, may or may not be assessed at time of initial sale or delivery of sign product, parts or services and may continue forward in time without end.

5. PERMITS/LICENSES Seller shall not be obligated to commence fabrication of sign product, parts or services until all necessary permits have been issued. If permits are denied after reasonable effort by both parties to secure same, then this Sign Purchase Agreement shall terminate without liability to either Buyer or Seller, except that Buyer shall pay Seller for reasonable compensation for labor and costs expended until the time permits are denied. Buyer shall be responsible for securing and maintaining in effect written consent from the owner of record of the premises upon which sign product, parts or services is to be installed and for all other private permissions, consents or licenses, including but not limited to, the use of registered trademarks or copyrights used on the sign product, parts or services, necessary for the manufacture, the installation, maintenance and use of such. The only exception to this will be if the **Buyer's Guarantee to Build** check box at the beginning of this Sign Purchase Agreement is checked. The terms and conditions for this, briefly being stated herein, shall GUARANTEE FULL PAYMENT TO SELLER with no guarantee to Buyer that the sign product, parts or services will be utilized to any benefit of the Buyer. Buyer will be obligated to pay the full contract price, including installation and will have to make arrangements for receipt of, off loading of and storage of sign product, parts or services with no future claims for installation, service or maintenance of such from Seller. The **Buyer's Guarantee to Build** is strictly offered to allow manufacturing of sign product, parts or services to proceed WITHOUT the proper permits obtained. It in no way obligates Seller to be adverse to the law for installation (without permits) of sign product, parts or service.

6. INSTALLATION OF SIGN PRODUCT Buyer agrees to and stipulates that Buyer has designated the location for the sign product, parts or services and subsequent installation of such and is responsible for all required materials, labor and any other associated expense, at Buyer's risk, for the necessary requirements for proper, obstruction free and/or lawful installation. Obstructions, obstacles or other encumbrances, includes but is not limited to building reinforcement, building or site alterations, all obstacles as required for successful, safe, lawful installation including but not limited to overhead (power lines, buildings, trees or other encumbrances), underground (such as utilities, easements, rocks, buried objects natural, man made or otherwise), landscaping, sidewalks, planters, asphalt, concrete or any other such improvements, construction crews other that Seller's or Seller's agents or Buyer's normal business traffic, Seller will not be responsible for any damages for such items during the normal installation process. Any return trips or delays or overtime charges incurred will be passed on to Buyer at Buyer's expense.

7. ASSIGNMENT This Agreement shall be binding and inure to the benefit of the parties hereto, their respective successors, executors, administrators, assigns and legal representatives; provided, however that the interests of Buyer herein shall be assigned only with the expressed, written consent and approval of Seller. No transfer or assignment of this Agreement or any interest hereunder shall release Buyer from their obligations herein.

8. DEFAULT OR BREECH OF AGREEMENT The parties stipulate that the sign product, parts or services is(are) not an article of general trade or utility but is uniquely designed and is to be constructed and/or installed at the request and for the sole and special purposes of Buyer. The sign product, parts or services is of no value to Seller, and therefore, has no resale or other value to anyone other than Buyer, this Agreement is not cancelable except with expressed written permission of the Seller. Buyer shall be deemed to have breached this Agreement by insolvency, default in payment amounts or schedules as set forth herein, abandonment of the sign product, parts or services or vacating the premises where such is located, termination or transfer of Buyer's interest in the premises or business, appointment of a receiver for Buyer's business, the filing of a voluntary or involuntary petition of bankruptcy with respect to Buyer, or any act or omission of Buyer in contravention to this Agreement. In addition to Buyer's other obligations hereunder, in the event Seller shall institute any action or lawsuit for the enforcement of the obligations of Buyer herein, Buyer shall pay and indemnify Seller for all costs of court, reasonable attorney's fees expended, interest expenses of 2% per month or as allowed by law whichever is more, collection fees, administration fees, and, pay Seller all amounts awarded by the court as a result of such proceedings. Buyer's breach of any provision in any other Sign Purchase Agreement or other instruments as put forth by Seller or Confirmation of Order with Seller shall also be deemed to be a breach hereunder, and Seller may suspend its performance and delivery under this and all other agreements with Buyer until Buyer provides Seller with adequate assurance of performance within a reasonable time, not exceeding ten (10) days, after Seller has informed Buyer orally or in writing, of its grounds for insecurity.

9. COPYRIGHTS, TITLE & CONVEYANCE OF OWNERSHIP Seller specifically retains ownership and/or title of sign product, parts or services until Buyer has performed and fulfilled all terms and conditions required by Seller, herein, or as otherwise allowed by law to Seller's benefit. Buyer also, conveys to Seller the absolute right to access property to remove sign product or parts from said property, should any default arise on Buyer's behalf, and, to pay for all necessary costs for removal and possible subsequent re-installation of said product at expense in addition to that outlined herein, solely at Buyer's risk and expense. Buyer agrees and will defend same that Seller shall at all times have title to all original drawings, designs and specifications relating to the work hereunder, which were developed or created by or on behalf of Seller, and Seller hereby claims copyrights, where applicable, of all such drawings, designs and specifications. Payment of all or part of any amounts hereunder does not pass title to the "original drawings, designs, specifications" of said sign product, parts or services, although the same may be reproduced with the expressed written consent of Seller. Buyer shall, upon request of Seller, promptly return all such drawings, designs and specifications, and copies thereof, to Seller during all times which Buyer owes Seller any amounts hereunder. Buyer agrees that Seller has specific legal rights in the form of Copyrights or other instruments given by law to Protect and does hereby declare Seller's ownership of all drawings artwork and the like during and after the terms of the Agreement herein.

10. MANUFACTURING SPECIFICATIONS/INDUSTRY STANDARDS Buyer understands and agrees to allow Seller, solely at Seller's discretion to make modifications for and conforming to Seller's standard manufacturing practices. It is also understood by Buyer, that no color, shape, dimension or any other specific feature of said sign product, parts or services is guaranteed absolute. As practical examples absolute color matches or dimensions are not guaranteed and will be allowed reasonable differences within industry standards. Buyer agrees that Seller may mark and label sign for legal, national code, electrical, manufacturing, advertising or other requirements and purposes as is reasonably necessary to conduct day-to-day business as allowed or required in the industry and for Seller's own satisfaction and benefit.

12. SUBJECT TO PRIOR SALE Used sign products, new or used products offered for resale from other manufacturers, such as but not limited to electronic displays may be subject to prior sale affecting price and or delivery times to Buyer. Seller will not be responsible for any consequences related to such issues. This includes promotional or sales or any other type of proposal made to customer, Seller has no authority or control over other manufacturers and Seller employ's numerous sales agents all of whom may be promoting the same sale item, thus depleting any available inventory.

13. CHANGE ORDERS Any alteration, deviation and/or reasonably significant variance from the scope of work, construction or labor or otherwise from the sign(s) or products or services as outlined herein, including all extra costs, hereafter called Change Order, will be executed only upon written orders and may become an additional charge over and above the price stated herein. Any such Change Order requested by Buyer must be agreed to by Seller, in writing and solely at the discretion of the Seller. It is understood that any Change Order could necessitate the need for a price increase, an extension in the time required to complete the work outlined herein or any other reasonable and necessary charges, terms, conditions, equipment or the like as so required to execute the Change Order.

14. SUSPENSION OF MANUFACTURING Any request or event or otherwise required by Buyer to delay, suspend, cancel or otherwise impede the manufacture, delivery and/or installation of said sign product, parts or services, for any reason or occurrence out of the control of Seller, then Buyer shall immediately pay the full purchase price or any amount remaining and due to Seller. Furthermore, upon such request, Buyer shall be solely responsible for storage charges and any increases in labor and/or material costs incurred by Seller in the manufacturing process. Buyer's failure to comply with this provision will be deemed and construed as an anticipatory breach of this Agreement. In the event Buyer complies with the foregoing, Seller will complete the manufacturing, delivery and/or installation within a reasonable period of time upon reasonable request of Buyer.

15. SECURITY INTEREST Buyer grants Seller a SECURITY INTEREST in the sign product, parts and/or services until all obligations to Seller, hereunder are fully paid. Seller may file and record this Agreement as a financing statement under Chapter 400 of the Missouri Uniform Commercial Code Section 400.9-521, in addition to any other permitted standard or nonstandard forms. If Buyer shall fail to pay as agreed to herein, Seller (or Seller's agents or representatives) shall have the right, and will be defended by Buyer, and is hereby authorized and empowered to take and resume possession of and remove into Seller's possession, with or without process of law, the sign product, parts or services and all other property described herein, wherever found, and remove and sell the same at either public or private sale, or by any other viable method, as deemed solely by Seller, at such time and place as Seller shall choose, and as allowed by law, Seller shall apply the proceeds of such sale as a credit upon the obligations of Buyer hereunder. In such event, Seller is entitled to recover all expenses of sale, including any reasonable attorney's fees necessary in handling the matter, without prejudice to Seller to the further enforcement of any balance of such obligation due Seller by Buyer, or expenses remaining due from such sale. In the event the proceeds of such sale exceed the balance of Buyer' obligation to Seller and the expenses of such sale, Seller shall forward any such excess to Buyer. Buyer shall not use said sign products as to lessen the value of Seller's SECURITY INTEREST or impair the operation of said sign product, and in the event the sign product is damaged through the intentional acts or willful negligence of Buyer, Buyer's customers, its agents or employees, contractors or third parties, or by wind, hail, earthquake, fire, war, tornado, hurricane, flood, labor dispute, vandalism, acts of God or acts of nature, Buyer agrees to pay for the necessary expenses to restore said sign product, part or services in operable condition. After delivery and/or installation, whichever is contracted for, in the event the sign product is lost, stolen, destroyed, or otherwise impaired, Buyer shall remain liable to Seller for all amounts hereunder, UNTIL BUYER'S OBLIGATIONS TO SELLER ARE FULLY SATISFIED HEREUNDER, THE PROPERTY DESCRIBED HEREIN WILL REMAIN PERSONAL PROPERTY OF SELLER WHETHER THE SAME IS ATTACHED IN ANY MANNER TO THE REALTY OR NOT, SAID PROPERTY SHALL NOT, BY REASON OF ATTACHMENT OR CONNECTION TO THE REALTY, BECOME OR BE DEEMED A FIXTURE OR APPURTENANT TO SUCH REALTY. No transfer, renewal, extension, or assignment of the Agreement or of any interest hereunder, and no loss, damage or destruction shall release Buyer or any Guarantor from the obligations assumed hereunder. During all times in which Buyer is obligated for any amounts to Seller hereunder. Buyer shall keep said property free from all tax liens and other encumbrances, and any sum of money that may be paid by Seller to release any such liens or encumbrances shall be paid on demand by Buyer in addition to the obligations secured hereunder.

16. WAIVER OF CONSUMER RIGHTS

17. DELIVERY AND PERFORMANCE Seller shall not be held responsible for, and the period of time required for completion of any project or maintenance or repairs, shall be tolled during any time when Seller is delayed or prevented from completing the obligations hereunder because of strikes, equipment breakage, fire, war, terrorism, labor disputes, commercial delays, acts of God/nature, regulations or restrictions of any government entity or public authority, or any accidents or forces, conditions, or circumstances beyond Seller's control, and Seller shall not be liable for any loss whatsoever suffered by Buyer, directly or indirectly, as a result of any such events or occurrences. Buyer agrees to examine and inspect all installations, repairs, and maintenance, and within ten (10) days, notify Seller in writing of any complaints about work performed under this Agreement. The failure of Buyer to give such written notice shall constitute acceptance of the work performed. The provisions of the paragraph shall not be limited by any provision in which time is made of the essence. Notwithstanding anything in this Agreement to the contrary, if at any time prior to completion of this Agreement Seller's prospects for payment are, in Seller's sole discretion, impaired, Seller may require payment in advance before permitting delivery or any installation or services hereunder, and may demand Buyer's immediate performance of Buyer's obligations hereunder. If requested by Seller, Buyer shall furnish evidence, satisfactory to Seller, prior to commencement of Seller's work hereunder or at any time thereafter, that sufficient funds are available and committed to pay the full amount owing by Buyer under this Agreement.

18. STATE OF JURISDICTION/SEVERABILITY/MISCELLANEOUS All representatives of Seller are stipulated and specified in this Agreement. No modifications hereof shall be valid unless made in writing AND agreed to, AND signed by both Seller and Buyer. No waiver by either party hereto shall be a waiver of any subsequent breach of or failure to perform the same or any other term, condition, or obligation hereof. It is agreed by both parties hereto that venue of any action arising under the Agreement shall be in Greene County, Missouri and the laws of the State of Missouri shall govern this Agreement. Should any part of this Agreement contravene public policy or laws of the jurisdiction in which it is sought to enforce the same, then such part shall be considered null and void and have no force and effect, and the balance of the terms and conditions of this Agreement shall remain valid and in full force and effect. Buyer expressly grants Seller the right to use photographs, drawings or other replicas of the sign product specified herein in its brochures, pamphlets, displays, sales documents or other advertising or promotional media in the ordinary course of business of Seller. Seller may place on the sign product its name, telephone number and location of such information, as shall be determined by Seller and solely by the Seller. Buyer agrees that Buyer is purchasing said sign product for business or commercial purposes or use and not for personal, family or household use or purposes. In regard to payment of any amount due hereunder, time is of the essence.

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Huber Heights Fire Division

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

Occupancy Name:	7 Brew Coffee
Occupancy Address:	7605 Old Troy Pike

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

MCBR BLD:	Not Yet Assigned	HH P&D:	
MCBR MEC:		HHFD Plan:	25-212
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	4/11/2025

Fire Department Comments:

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

Review is for approval of Detailed Development Plan. These comments are based only on the proposed site work, fire department access and basic fire protection concept. A full plan review of the building systems, fire protection, egress and life safety will need to be conducted once the architectural plans have been submitted for permit. The proposed development will need to meet the requirements of the Ohio Fire Code 2017, Ohio Building Code 2024 and the Huber Heights Codified Ordinance. Additional requirements for structure may arise during permitting process:

Requirements: (Site Plan)

- **Fire department access and turn radius appear to meet the requirements for Huber Heights Fire Division apparatus.**
- **A permit shall be obtained for construction from Montgomery County Building Regulations.**

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

Brew Team OH, LLC | 7 Brew Franchisee | 3108 Vestal Pkwy E – Vestal, NY 13850

04/11/25 **Via: email**

City of Huber Heights
6131 Taylorsville Road
Huber Heights, OH 45424
Attn: Aaron Sorrell

RE: 7 Brew Coffee – 7605 Old Troy Pike

Aaron,

I am looking forward to presenting our plans to the Planning Commission next week. We are anticipating the proposed Huber Heights location to fall within our projected average store volume for sales. Since we are a drive thru only concept, order volumes can be directly equated to trips. I've done a comparison of (4) store locations for the 7 day period from 03/30 – 04/05, and have included the Beavercreek, OH location in this comparison.

	Total Orders	Orders per Day
Lima, OH	6,287	898
Huntington, WV	5,163	738
Natchitodes, LA	5,492	785
Beavercreek, OH	9,279	1326

As you can see from the chart above (and the raw data below from our internal reporting portal), the Beavercreek store does approximately 60% more volume than the average of the other three. In fact, Beavercreek is in the top 1% of volume nationwide for 7 Brew.

Our franchise group currently operates 88 locations in 14 states. On average, our locations see a peak hour queue volume of approximately 14 vehicles, which is our design minimum target for queuing on any project we undertake. The proposed Huber Heights locations can accommodate 14 vehicles within the drive thru. There should be no impacts from our operation to either Old Troy Pike or Taylorsville Road.

The single biggest differentiating factor between 7 Brew and our direct competitors, and other indirect competitors, is our speed of service. As a drink only concept, our processing time for orders is not bogged down due to food orders that create a significant increase in wait times.

Brew Team OH, LLC | 7 Brew Franchisee | 3108 Vestal Pkwy E – Vestal, NY 13850



If you have questions or concerns about these items, please contact me at brian.evans@7brewteam.com or 502-528-1798.

Best,

Brian Evans
Director of Entitlements

legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

Warning: Unusual sender <cstephens@fairborn.k12.oh.us>

You don't usually receive emails from this address.
Make sure you trust this sender before taking any actions.

Hi John!
I just saw the DDN article saying that 7Brew has put a bid in to open a location on Troy Pike right by Dunkin and Starbucks. I know that I'm just 1 voice, but I just see several issues with that happening. Traffic being the main problem. Traffic is already a disaster on Troy with all the new businesses and, if you've ever been to the 7Brew in Beavercreek, their traffic is pushed to the road half the time.
With that being said, I think a 7Brew location in Huber is a great idea, but that location would be a nightmare. Surely somewhere like near the library or somewhere along the Brandt Pike stretch would be a more feasible location. We don't have any quick service coffee places that way besides Tim Hortons.
Just a thought.
Sent from my iPhone

Memorandum

Staff Report for Meeting of April 15, 2025

To: Huber Heights City Planning Commission

From: Aaron K. Sorrell, Assistant City Manager

Date: April 10, 2025

Subject: BDP 25-10 (Seven Brew Coffee Drive Thru)
7605 Old Troy Pike

Department of Planning and Zoning City of Huber Heights

APPLICANT/OWNER:	Brew Team OH – Applicant John R. Ottinger – Owner
DEVELOPMENT NAME:	Seven Brew Coffee Drive Thru
ADDRESS/LOCATION:	7605 Old Troy Pike
ZONING/ACREAGE:	PC – Planned Commercial / 0.59 acres
EXISTING LAND USE:	Parking Lot
ZONING ADJACENT LAND:	North: PC – Planned Commercial East : PM – Planned Mixed-Use West: PC – Planned Commercial South: PC – Planned Commercial
REQUEST:	The applicant seeks Basic Development Plan approval for the construction of a Seven Brew drive through coffee kiosk.
ORIGINAL APPROVAL:	N/A
APPLICABLE HHCC:	Chapter 1171, 1176
CORRESPONDENCE:	In Favor – None Received In Opposition – One email received

Overview
The applicant seeks Basic Development Plan approval to construct a drive through coffee kiosk comprised of a 510 SF production area and a 277 SF walk-in cooler. Seven Brew is a drive through service only. There is no indoor or outdoor customer seating.

Site Characteristics
The site is an underutilized parking lot that used to serve a White Castle restaurant located just south of this site. Currently the site is occasionally used for overnight semi-truck parking.

The site has access to all necessary utilities. Access to 5/3rd Bank through this site will remain.

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

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

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

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

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

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

(5) Landscaping plan, walls and fences;

(6) Storm water detention and surface drainage;

(7) Exterior lighting plan;

(8) Vehicular circulation pattern;

(9) Location and square footage of signs;

(10) Topographic survey; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Analysis

The site is appropriately zoned Planned Commercial. The staff analysis addresses the elements of the Basic Development Plan and standards for approval.

Basic Development Plan Analysis:

The applicant proposes constructing a 787 SF drive through coffee kiosk, and has submitted a site plan package illustrating uses, setbacks, parking, circulation, landscaping, building elevations and signage.

Conformance With Planned Commercial District Requirements:

Uses: Retail uses are principally permitted in the district.

Development Standards:

- The zoning code requires a 25-foot parking setback. The applicant is reusing the existing parking lot, which has a parking setback of approximately three (3) feet. This parking setback has decreased due to the widening of Old Troy Pike. Complying with the parking lot setback requirement would eliminate the parking stalls entirely. Staff support the reuse of this parking lot as-is.
- The production building is set back 63 feet, and the walk-in cooler is set back 76 feet. The development standard is 75 feet.
- The north setback is 15 feet between the pavement and the property line. All other yards are adjacent to commercial districts. The site plan conforms to the yard standards.

Parking and Loading:

- The site plan illustrates 11 parking spaces and room to stack 14 vehicles. The code requires eight (8) parking spaces and five (5) stacking spaces. Parking stall dimensions are 10' x 18', as required. The site plan conforms to the parking requirements.

Building Materials:

- The building elevations illustrate full wrap brick veneer, which is consistent with the building material requirements in the zoning code. The trash enclosure is also brick.

Landscaping:

- The landscaping plan meets the code requirements for both interior and perimeter landscaping. The applicant is providing six (6) shade trees along the perimeter, along with a significant amount of shrubs and perennials. The perimeter beds will be mulched. The interior beds between the dumpster

enclosure and the buildings, where foot traffic is the heaviest, will contain landscape rock.

Lighting:

- The lighting plan illustrates one pole mounted light, under canopy lights and wall packs. The illumination meets the zoning code requirements.

Signs:

- A sign package was submitted with the BDP application. The signage plans illustrate three wall signs with a total square footage of 91.79 SF. The largest single sign is 31.76 SF. The wall signs comply with the zoning ordinance.

Conformance with General Standards of Approval:

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

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

It is the staff's opinion that the proposal is consistent with the comprehensive plan and thoroughfare plan. The site is located on an arterial street and primary access is from an existing private drive. There are no curb cuts onto Old Troy Pike.

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

Both buildings are prefabricated and should take minimal time to assemble. Utilities are on site or adjacent to the site

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

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

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

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

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

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

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

The proposed landscaping plan meets the zoning code requirements.

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

This site is an existing parking lot with no natural features.

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

The site is generally flat.

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

All utilities will be placed underground.

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

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

According to the ITE (Institute of Transportation Engineers) Trip Generation Manual, 11th Edition, the average pass-by-rate for Coffee/Donut Shops with Drive-Through Window and No Indoor Seating is 90%. This means that on average, 90% of the customers visiting this site were already on the road, “passing by”, and chose to stop. Staff anticipate very little new net traffic will be generated on Old Troy Pike by this use.

That said, staff anticipates AM traffic will turn left into this site and stack in the north bound Old Troy Pike left turn lane. Planning and Engineering staff believe there is

sufficient existing stacking capacity. However, if necessary, capacity can be increased by extending the stacking lane to the south.

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

All proposed uses are consistent with the Planned Commercial district. Staff do not anticipate excessive noise, glare or odors. The screened dumpster is located far from any residential use.

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

No rezoning is necessary.

Additional Comments:

Fire: See attached.

City Engineer: The City Engineer had no comments.

Recommendation

Staff supports approval of the Basic Development Plan as submitted. Staff have been working with the applicant to revise the site plan to minimize traffic impacts and impacts on adjacent property owners.

It is the staff's opinion that the requirements of Section 1171.06 can be met and recommends approval of the Basic Development Plan.

Planning Commission Action

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

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

Planning Commission Decision Record

WHEREAS, on March 27, 2025, the applicant, BREW TEAM OH, requested approval of a Basic Development Plan for construction of a 7 Brew Coffee Drive through coffee kiosk. Property is located at 7605 Old Troy Pike, further identified as Parcel Number P70 04005 0056 on the Montgomery County Auditor's Map (Case BDP 25-10), and;

WHEREAS, on April 15, 2025, 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, Brew Team Oh, for approval of a Basic Development Plan. Property is located at 7605 Old Troy Pike, further identified as Parcel Number P70 04005 0056 on the Montgomery County Auditor's Map (Case BDP 25-10), in accordance with the recommendation of Staff's Memorandum dated April 10, 2025, with the following conditions:

1. No conditions

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

_____ _____

Terry Walton, Chair Date
Planning Commission

Parking and Loading:

- The building expansion will not result in the loss of any parking spaces.

Fire: See attached. The Fire Department is requiring an additional fire hydrant be installed within the campus.
City Engineer: The City Engineer had no comments.

Planning staff supports the minor expansion of the existing K E Rose building to create additional office space and assembly areas. Staff recommends approval with the following condition:

1. Applicant shall comply with Fire Department requirements.

Erich Rose from K.E. Rose spoke about his business and property.

Action

Ms. Thomas moved to approve the request by the applicant, K.E Rose, for a Minor Change (MC 25-097) in accordance with the recommendation of Staff's Memorandum dated April 10, 2025, and the Planning Commission Decision Record attached thereto.

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

2. **BASIC DEVELOPMENT PLAN – The applicant, BREW TEAM OH, is requesting approval of a Basic Development Plan for construction of a 7 Brew Coffee Drive Through. Property is located at 7605 Old Troy Pike (Case BDP 25-10).**

Mr. Sorrell stated that The applicant seeks Basic Development Plan approval to construct a drive through coffee kiosk comprised of a 510 SF production area and a 277 SF walk-in cooler. Seven Brew is a drive through service only. There is no indoor or outdoor customer seating.

The site is an underutilized parking lot that used to serve a White Castle restaurant located just south of this site. Currently the site is occasionally used for overnight semi-truck parking.

The site has access to all necessary utilities. Access to 5/3rd Bank through this site will remain.

The site is appropriately zoned Planned Commercial. The staff analysis addresses the elements of the Basic Development Plan and standards for approval.

The applicant proposes constructing a 787 SF drive through coffee kiosk, and has submitted a site plan package illustrating uses, setbacks, parking, circulation, landscaping, building elevations and signage.

The site plan illustrates 11 parking spaces and room to stack 14 vehicles. The code requires eight (8) parking spaces and five (5) stacking spaces. Parking stall dimensions are 10' x 18', as required. The site plan conforms to the parking requirements.

The building elevations illustrate full wrap brick veneer, which is consistent with the building material requirements in the zoning code. The trash enclosure is also brick.

The landscaping plan meets the code requirements for both interior and perimeter landscaping. The applicant is providing six (6) shade trees along the perimeter, along with a significant amount of shrubs and perennials. The perimeter beds will be mulched. The interior beds between the dumpster enclosure and the buildings, where foot traffic is the heaviest, will contain

The lighting plan illustrates one pole mounted light, under canopy lights and wall packs. The illumination meets the zoning code requirements.

A sign package was submitted with the BDP application. The signage plans illustrate three wall signs with a total square footage of 91.79 SF. The largest single sign is 31.76 SF. The wall signs comply with the zoning ordinance.

Staff does not anticipate any undue burden on public services. The area has adequate utility and street capacity. We are unaware of any policing concerns, and the development will comply will all building and fire code requirements. Any conditions imposed by the Planning Commission or City Council will be memorialized in the PUD legislation and remain in effect unless modified by the Planning Commission or City Council.

Staff supports approval of the Basic Development Plan as submitted. Staff have been working with the applicant to revise the site plan to minimize traffic impacts and impacts on adjacent property owners.

It is the staff's opinion that the requirements of Section 1171.06 can be met and recommends approval of the Basic Development Plan.

Brian Evans from Brew Team Oh was present and spoke to some concerns of Planning Commission.
Queuing, Rural King, Landscaping, number of employees, turn lane, pass through 5 th/3 rd Bank, hours of operation, employee parking, and walk up window.

Action

Ms. Thomas moved to approve the request by the applicant, Brew Team Oh, for approval of a Basic Development Plan (BDP 25-10) in accordance with the recommendation of Staff's Memorandum dated April 10, 2025, and the Planning Commission Decision Record attached thereto.

Seconded by Mr. Shomper. Roll call showed: YEAS: Mr. Johnson, Ms. Vargo, Mr. Shomper, Ms. Thomas, 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 March 11, 2025, Planning Commission meeting are approved.

X. Reports and Calendar Review

Pride One application in June

XI. Upcoming Meetings

May 13, 2025
June 10, 2025

XII. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at approximately 7:15 p.m.

Terry Walton, Chair **Date**

Geri Hoskins, Administrative Assistant **Date**

TOTH & ASSOCIATES
1550 East Republic Road
Springfield, MO 65804
tothassociates.com
417.888.0645

STATE OF OHIO
SHAWN BARRY
E-88665
04/25/2025
REGISTERED
PROFESSIONAL ENGINEER

April 25, 2025

RE: 7-Brew –Huber Heights, OH (Old Troy) – Queueing Analysis Memorandum

Dear City of Huber Heights, OH

This letter provides a summary of a queuing analysis conducted at an existing 7-Brew site of similar size and location to the proposed 7-Brew site at 7605 Old Troy Pike, Huber Heights, OH. The existing 7-Brew site is located at 2317 N. Glenstone Avenue in Springfield, Missouri.

The site was observed from 7:00 AM-9:15 AM on the morning of February 21st, 2022. During this time, the peak 2-hour period of operation was observed to be from 7:15 AM-9:15 AM, with an arrival rate of 60 vehicles/hour. The peak hour occurred between 8:00 AM-9:00 AM, with an arrival rate of 61 vehicles/hour. The peak 15-minute period occurred from 7:15 AM-7:30 AM, with a total vehicle count of 22 occurring in that 15-minute period.

During the 2-hour peak period, the average observed queue was 5 vehicles. The maximum observed queue occurred at 8:55 AM with 14 vehicles in the queue. The average process time for the peak 15-minute interval was 5 minutes and 31 seconds. The average process time for the peak hour was 5 minutes and 55 seconds. The average process time for the full observation period was 5 minutes and 15 seconds. The average process time consists of the time it takes from the arrival of a vehicle in the queue to the time the vehicle leaves the site.

The proposed 7-Brew location at 7605 Old Troy Pike can accommodate up to 14 vehicles in its drive-thru queue before reaching the shared access area of the shopping center parking lot. This matches the maximum queue length observed at the Springfield location. Based on both our observations and stacking data provided by 7-Brew Corporate, the proposed Huber Heights, OH site is adequately designed to contain all queued vehicles on-site, offering a substantial safety margin.

Mid-day and PM analyses were not performed as it is accepted that the AM will control in terms of peak stacking.

Respectfully,

Shawn Barry
Vice President
Toth and Associates, Inc.

BDP 25-10

7605 Old Troy Pike

Seven Brew Coffee Drive Thru

HUBER HEIGHTS
Come Grow With Us!

Site Details:

- 0.5 acres
- Zoned: PC - Planned Commercial
- Site is vacant land / parking lot
- Adjacent land: West: PC, North: PC, East: PM, South: PC

Development Details:

- The applicant seeks basic development plan approval for drive through coffee kiosk.

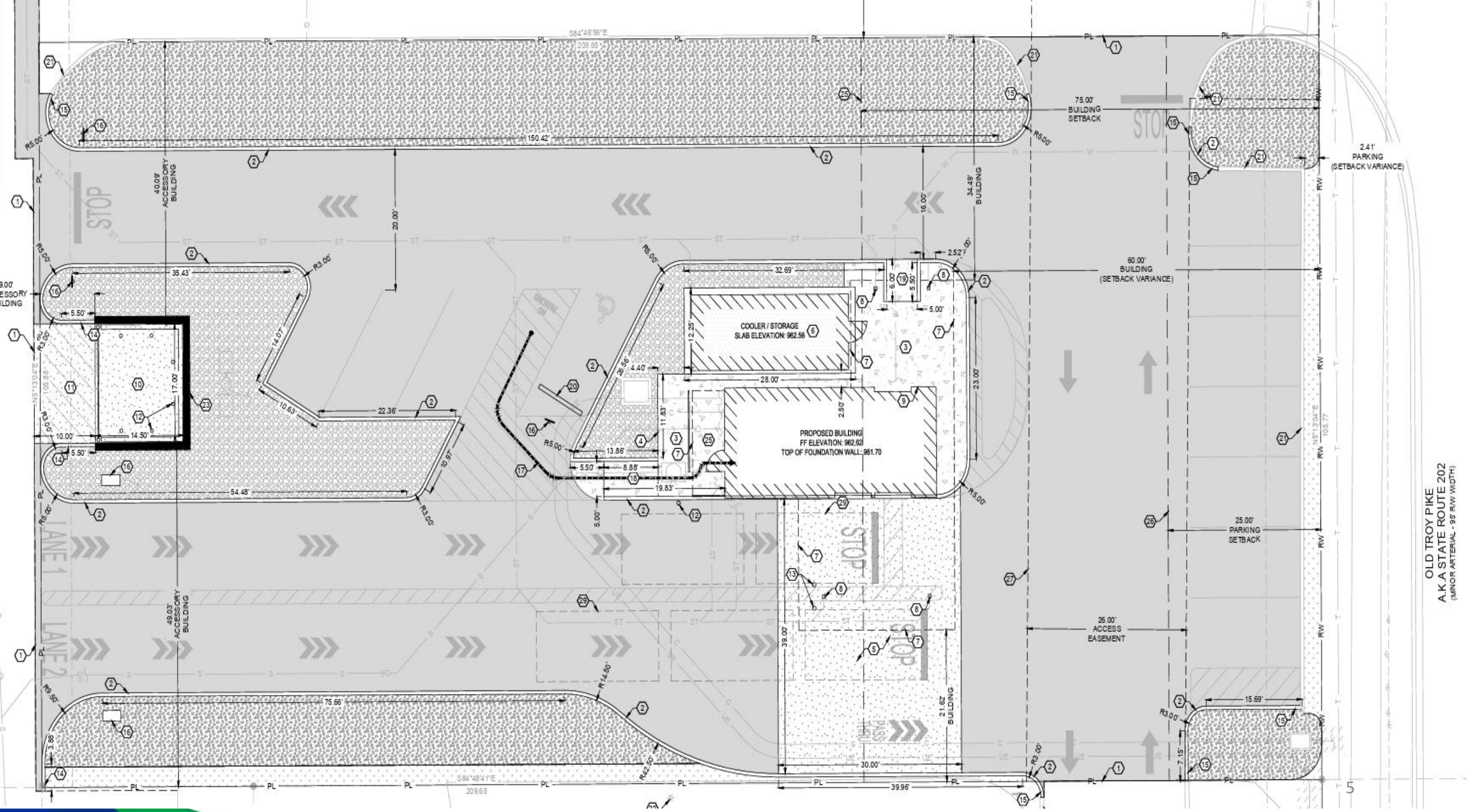
HUBER HEIGHTS
Come Grow With Us!

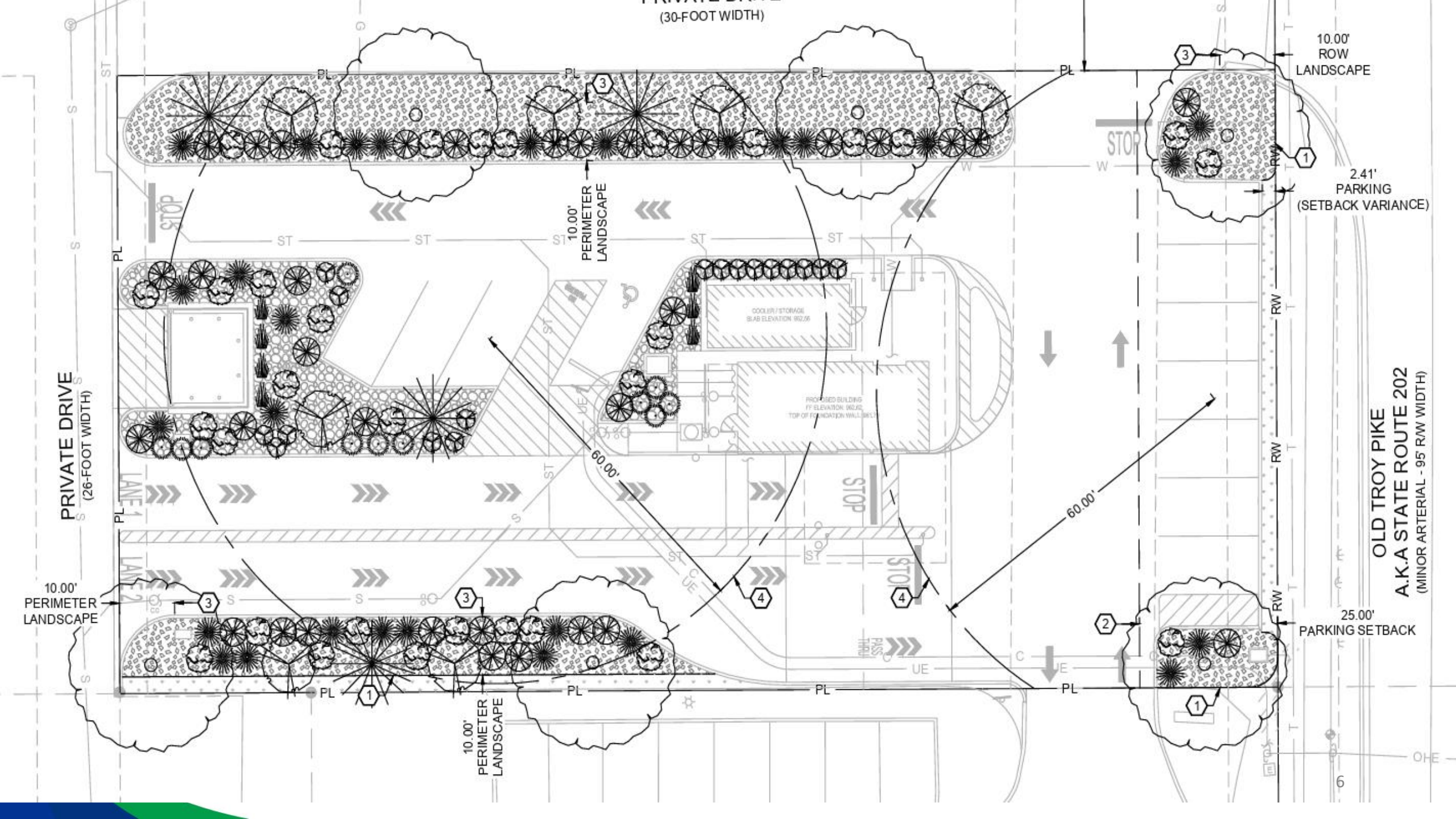


HUBER HEIGHTS
Come Grow With Us!

Overview

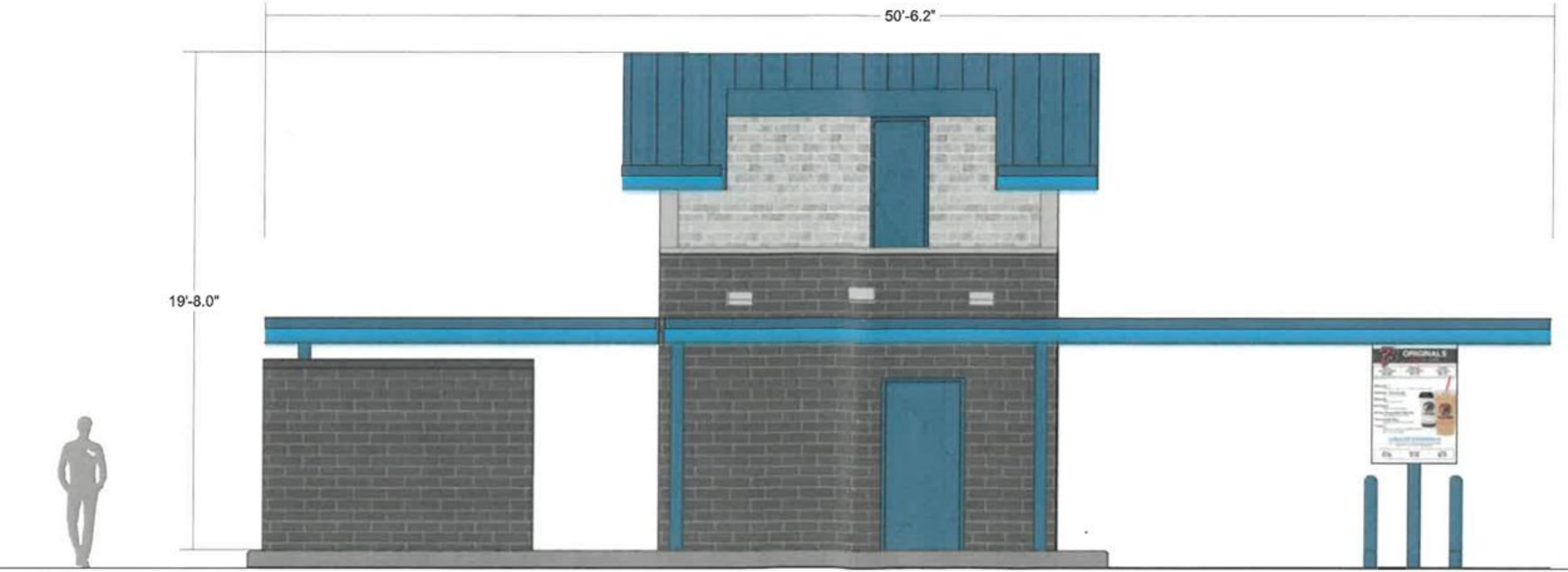
- Seven Brew Coffee kiosk comprised of a 510 SF prefabricated building and 277 SF walk-in cooler.
- Proposed kiosk is drive-through only, no indoor or outdoor seating.
- Site was the parking area for a former White Castle restaurant.
- Access to 5/3rd Bank will remain.
- Site is zoned correctly and has access to necessary utilities.


S84°46'56"E
209.65'
150.42'
75.00'
BUILDING
SETBACK
2.41'
PARKING
(SETBACK VARIANCE)
60.00'
BUILDING
(SETBACK VARIANCE)
25.00'
PARKING
SETBACK
26.00'
ACCESS
EASEMENT
40.09'
ACCESSORY
BUILDING
49.03'
ACCESSORY
BUILDING
34.49'
BUILDING
21.62'
BUILDING
20.00'
35.43'
14.07'
10.63'
22.36'
10.97'
54.48'
17.00'
14.50'
10.00'
5.50'
32.69'
6.00'
5.50'
5.00'
2.52'
COOLER / STORAGE
SLAB ELEVATION: 962.56
12.25'
26.56'
4.40'
28.00'
2.50'
PROPOSED BUILDING
FF ELEVATION: 962.62
TOP OF FOUNDATION WALL: 961.70
23.00'
11.83'
13.86'
5.50'
8.88'
19.83'
5.00'
39.00'
30.00'
39.96'
75.66'
15.69'
7.15'
3.88'
R5.00'
R3.00'
R14.50'
R42.50'
LANE 1
LANE 2
PASS
STOP
OLD TROY PIKE
A.K.A STATE ROUTE 202
(MINOR ARTERIAL - 95 R/W WIDTH)


PRIVATE DRIVE
(30-FOOT WIDTH)
10.00'
ROW
LANDSCAPE
2.41'
PARKING
(SETBACK VARIANCE)
10.00'
PERIMETER
LANDSCAPE
PRIVATE DRIVE
(26-FOOT WIDTH)
60.00'
60.00'
OLD TROY PIKE
A.K.A STATE ROUTE 202
(MINOR ARTERIAL - 95' R/W WIDTH)
10.00'
PERIMETER
LANDSCAPE
25.00'
PARKING SETBACK
10.00'
PERIMETER
LANDSCAPE
STOP
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HUBER HEIGHTS
Come Grow With Us!



HUBER HEIGHTS
Come Grow With Us!

1 ELEVATIONS-DETAILS
SCALE: 3/16"=1'

2



SIDE ELEVATION
SCALE: 3/16"=1'

2



SIDE ELEVATION

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Basic Development Plan Analysis

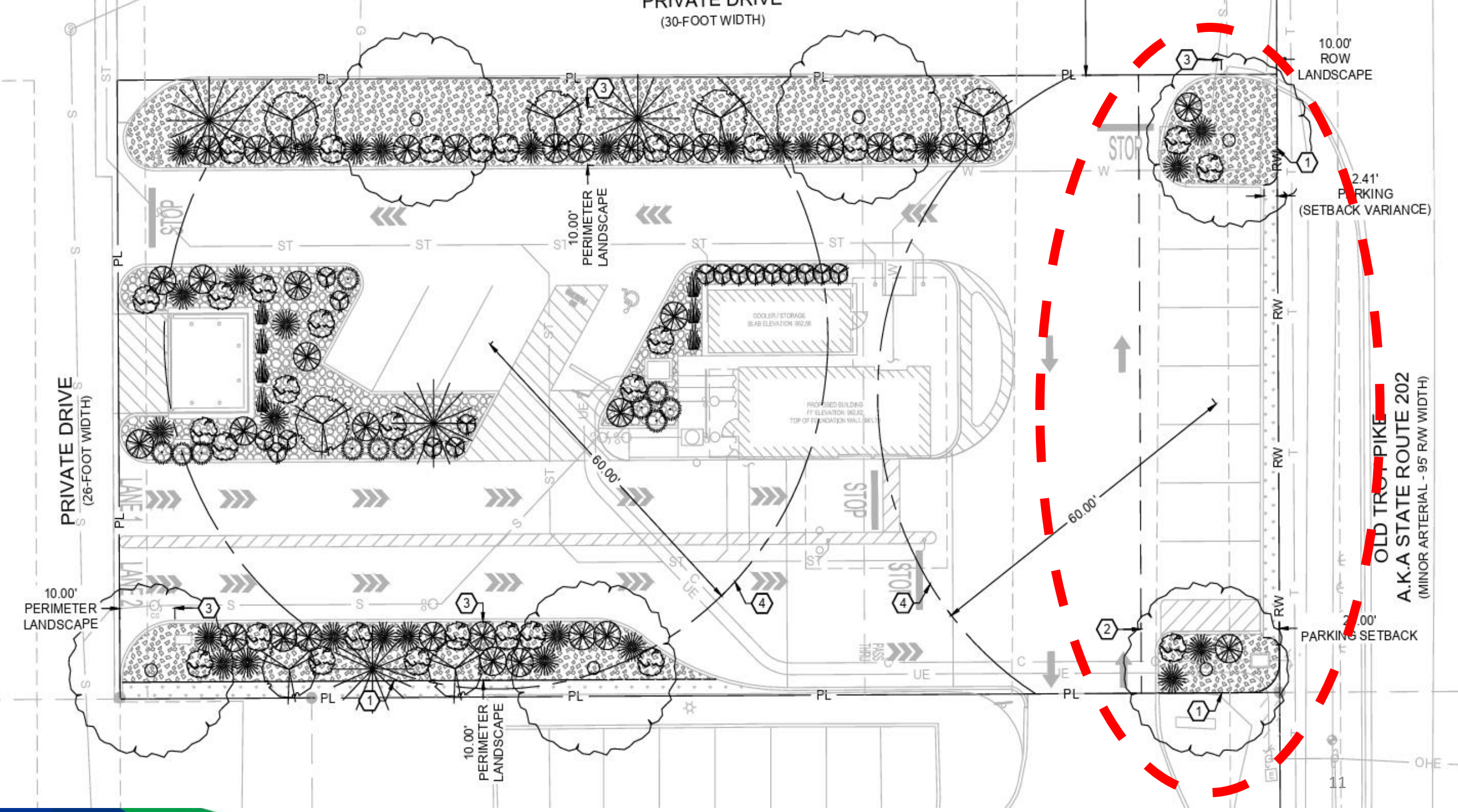
Conformance with Planned Commercial District Requirements:

Uses: Retail uses are principally permitted.

Development Standards

Setbacks: Parking setback is approximately 3-feet (25-feet required). Site is existing parking lot, with existing parking setback.

Staff supports the reuse of the parking area as-is.


PRIVATE DRIVE
(30-FOOT WIDTH)
10.00'
ROW
LANDSCAPE
2.41'
PARKING
(SETBACK VARIANCE)
10.00'
PERIMETER
LANDSCAPE
PRIVATE DRIVE
(26-FOOT WIDTH)
60.00'
60.00'
OLD TROY PIKE
A.K.A STATE ROUTE 202
(MINOR ARTERIAL - 95' R/W WIDTH)
10.00'
PERIMETER
LANDSCAPE
2.00'
PARKING SETBACK
10.00'
PERIMETER
LANDSCAPE
STOP
PL
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RW
UE
LANE 1
LANE 2

Basic Development Plan Analysis

Conformance with Planned Commercial District Requirements:

Uses: Retail uses are principally permitted.

Development Standards

Setbacks: Building setbacks are 63-feet and 76-feet. (75-feet required). Staff supports the current building setbacks; similar to 5/3rd setback.

Site plan conforms to all other yard requirements.

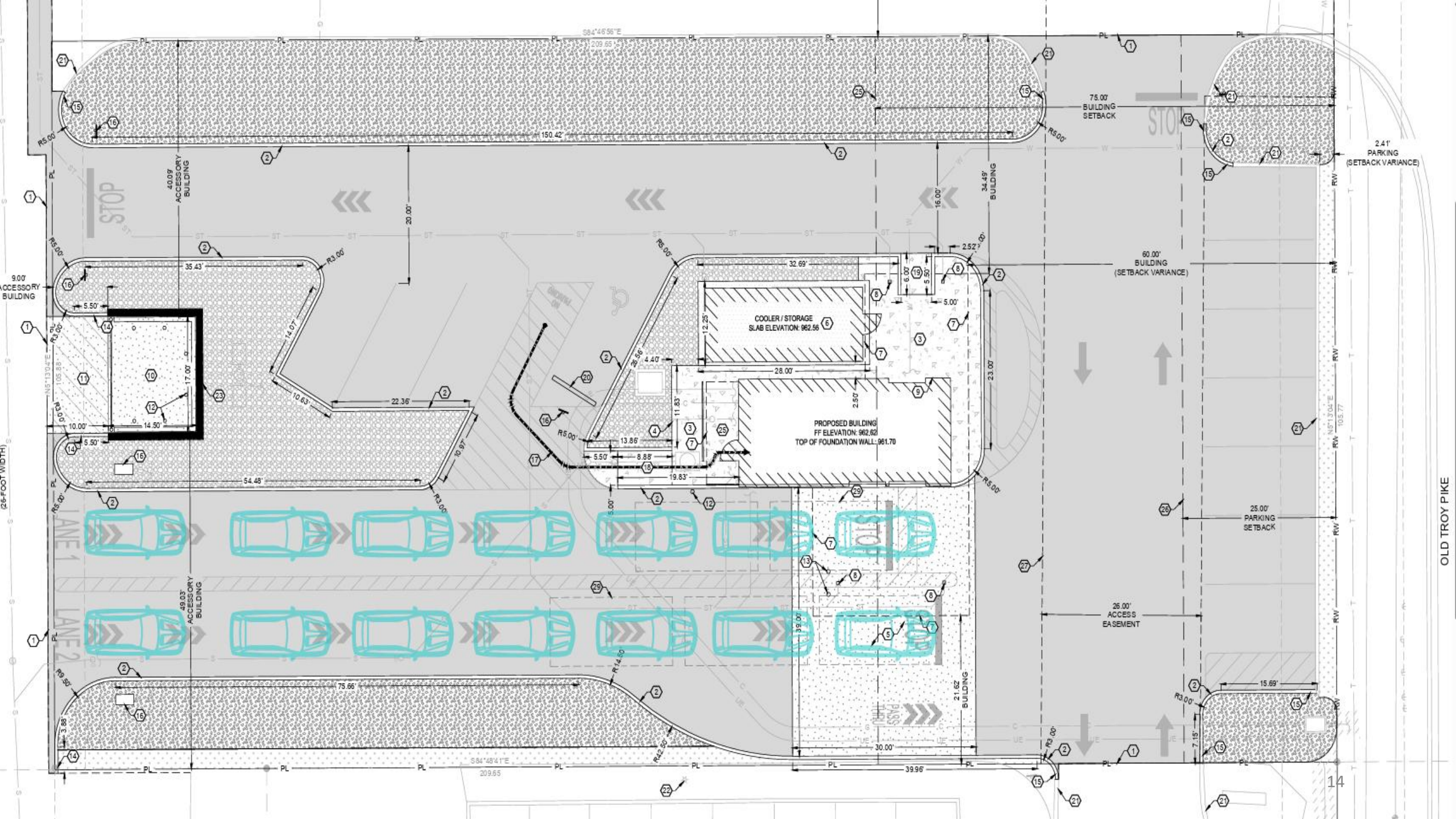
Basic Development Plan Analysis

Conformance with Planned Commercial District Requirements:

Uses: Retail uses are principally permitted.

Parking:

- Site plan illustrates 11 parking spaces and 14 stacking spaces.
- Code requires 8 parking spaces and 5 stacking spaces. The site plan conforms to the parking requirements.


S84°46'56"E
209.65
150.42'
75.00'
BUILDING
SETBACK
2.41'
PARKING
(SETBACK VARIANCE)
40.09'
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BUILDING
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5.00'
6.00'
16.00'
2.52'
25.00'
PARKING
SETBACK
26.00'
ACCESS
EASEMENT
LANE 1
LANE 2
49.03'
ACCESSORY
BUILDING
75.66'
39.00'
21.62'
BUILDING
30.00'
39.96'
15.69'
7.15'
S84°48'41"E
209.65
OLD TROY PIKE
(26-FOOT WIDTH)

Basic Development Plan Analysis

Conformance with Planned Commercial District Requirements:

Uses: Retail uses are principally permitted.

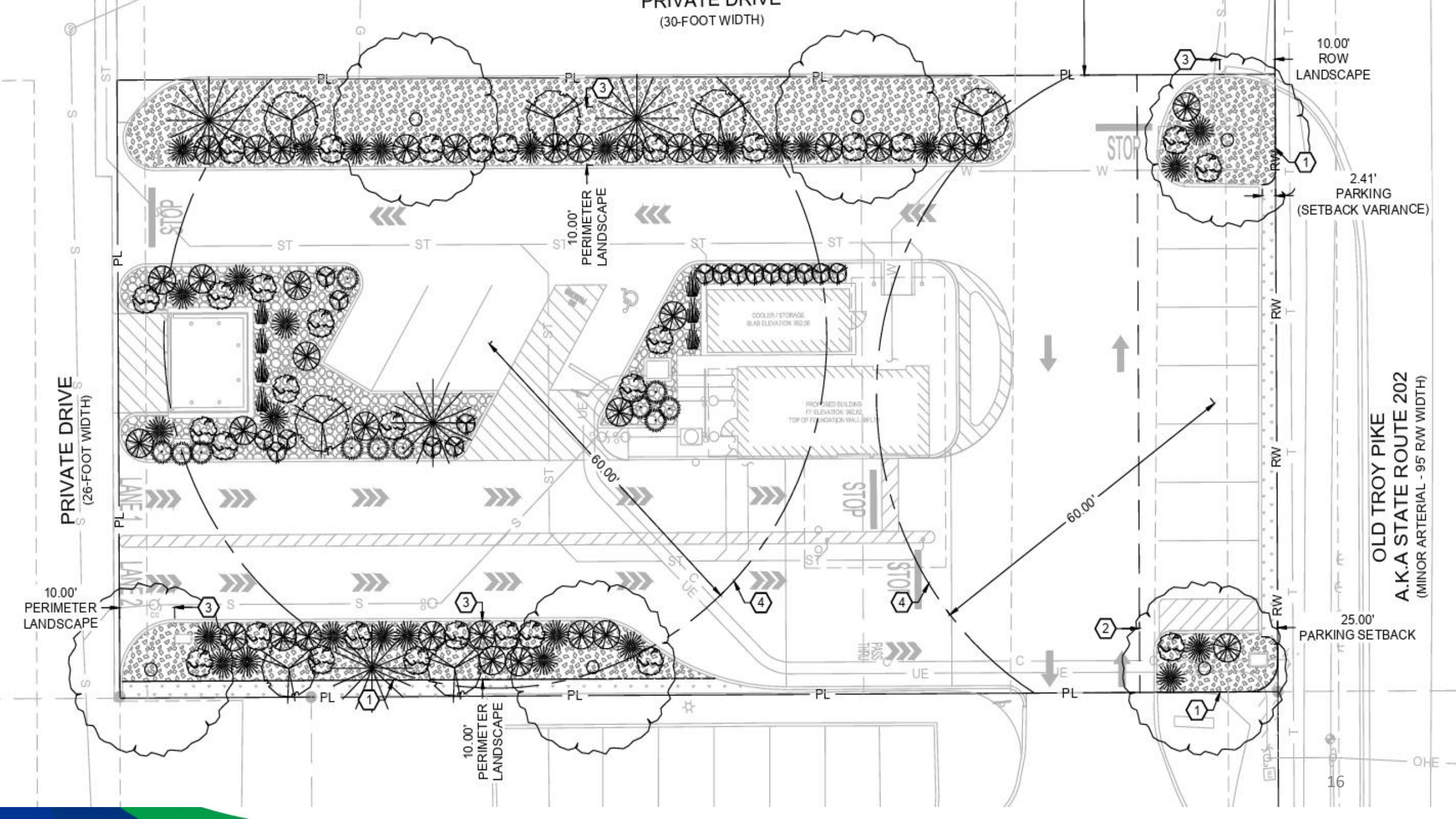
Building Materials:

- Building elevations illustrate full wrap brick veneer, which is consistent with the development standards.

Landscaping:

- Landscaping plan meets the code requirements for interior and perimeter landscaping.

HUBER HEIGHTS
Come Grow With Us!


PRIVATE DRIVE
(30-FOOT WIDTH)
10.00'
ROW
LANDSCAPE
2.41'
PARKING
(SETBACK VARIANCE)
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PARKING SETBACK
10.00'
PERIMETER
LANDSCAPE
STOP
LANE 1
LANE 2
PL
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Basic Development Plan Analysis

Conformance with Planned Commercial District Requirements:

Uses: Retail uses are principally permitted.

Lighting:

- Lighting plan illustrates one pole mounted light, canopy lights and wall packs. The illumination meets the zoning code requirements.

Signs:

- Signage plans illustration three (3) wall signs totalling 91.79 SF. The largest sign is 31.76 SF. Signs comply with the zoning code.



2



SIDE ELEVATION

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Basic Development Plan Analysis

Conformance With General Standards of Approval:

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

- It is the staff's opinion that the proposal is consistent with the comprehensive plan and thoroughfare plan. The site is located on an arterial streets and primary access is from an existing private street.

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

- Buildings are prefabricated and should take minimal time to assemble. Utilities are on site or adjacent to the site.

HUBER HEIGHTS
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Basic Development Plan Analysis

Conformance With General Standards of Approval:

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

- Site is accessible from Old Troy Pike via existing private drive.
- While site is small, there is adequate queuing area.
- ITE Trip Generation Manual indicates a 90% pass-by rate for this use.

Basic Development Plan Analysis

Conformance With General Standards of Approval:

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

- Staff does not anticipate any undue burden on public services. The area has adequate utility and street capacity.

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

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

Basic Development Plan Analysis

Conformance With General Standards of Approval:

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

- Staff believes the site plan is generally well arranged, and internal circulation is efficient and compatible with the intended use. The proposed landscaping meets all requirements.

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

- There are no natural features on this site.

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Basic Development Plan Analysis

Conformance With General Standards of Approval:

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

- The site is flat.

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

- All utilities will be placed underground

Basic Development Plan Analysis

Conformance With General Standards of Approval:

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

- Staff does not anticipate any additional public services required to support this development.
- 90% of trips are pass-by (ITE Trip Generation Manual). Very little net new traffic.
- Staff believes there is adequate stacking in the NB turn lane into the site. However, that can be expanded in the future.



Basic Development Plan Analysis

Conformance With General Standards of Approval:

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

- All proposed uses are consistent with the Planned Commercial district zoning being requested as part of this application.

Additional Comments:

Fire: No issues with the proposal.

City Engineer: The City Engineer had no comments.

Staff Analysis and Recommendation

- Staff supports approval of the Basic Development Plan as submitted.
- Staff have been working with the applicant to revise site plan to minimize traffic impacts and impacts on adjacent property owners.
- It is the staff's opinion that the requirements of Section 1171.06 can be met and recommend approval of the Basic Development Plan.

Planning Commission Action

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

1. Recommend approval of the Basic Development Plan with or without conditions;
2. Recommend denial of the Basic Development Plan; or
3. Table the application.

Staff Analysis and Recommendation

Planning Commission Action

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

1. Approve the Detailed Development Plan with or without conditions;
2. Deny the Detailed Development Plan; or
3. Table the application.

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

TO APPROVE A BASIC DEVELOPMENT PLAN FOR THE CONSTRUCTION OF A 7 BREW COFFEE DRIVE THROUGH COFFEE KIOSK ON PROPERTY LOCATED AT 7605 OLD TROY PIKE AND FURTHER IDENTIFIED AS PARCEL NUMBER P70 04005 0056 ON THE MONTGOMERY COUNTY AUDITOR'S MAP AND ACCEPTING THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE BDP 25-10).

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 Zoning Case BDP 25-10 and on April 15, 2025, recommended approval by a vote of 5-0 of the Basic Development Plan; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Basic Development Plan (Zoning Case BDP 25-10) is hereby approved in accordance with the Planning Commission's recommendation.

Section 2. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public 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-10902 **Topics Of Discussion** L.

Council Work Session

Meeting Date: 06/03/2025

Canal Heights Development - Bond Authorization - General Bond Ordinance

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 06/03/2025

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

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

Agenda Item Description or Legislation Title

Canal Heights Development - Bond Authorization

* General Bond Ordinance

Purpose and Background

The General Bond Ordinance authorizes the execution and delivery of the Master Trust Agreement and sets up the framework for the issuance of a series of tax increment financing revenue bonds for the various public improvement projects within the Canal Heights Incentive Districts. It also specifies that the bonds are special obligations of the City and payable solely from the Pledged Revenues (primarily being TIF revenues and Minimum Service Payments) as set forth in the Master Trust Agreement. These bonds support the first phase of the Canal Heights Development Project, consisting of 283 for-sale single-family homes on Chambersburg Road.

Fiscal Impact

Source of Funds: Non-City Funds

Cost: N/A

Recurring Cost? (Yes/No): No

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

Financial Implications:

The bonds are secured through minium service payments pledged by the developer. The bonds are not secured by the City.

Attachments

Master Trust Agreement

Ordinance

DRAFT 5/27/2025

MASTER TRUST AGREEMENT

By and Between

CITY OF HUBER HEIGHTS, OHIO

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Securing

CITY OF HUBER HEIGHTS, OHIO
TAX INCREMENT FINANCING REVENUE BONDS
(CANAL HEIGHTS INCENTIVE DISTRICTS PROJECTS)

Dated

_____, 2025

Squire Patton Boggs (US) LLP
Bond Counsel

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(This Index is not a part of the Master Trust Agreement
but rather is for convenience of reference only.)

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MASTER TRUST AGREEMENT

THIS MASTER TRUST AGREEMENT (this "*Master Trust Agreement*") dated _____, 2025 is made by and between the CITY OF HUBER HEIGHTS, OHIO (the "*City*"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Ohio (the "*State*") and its Charter and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "*Trustee*"), a national banking association duly organized and validly existing under the laws of the United States of America and duly authorized and qualified to exercise corporate trust powers in the State, with its designated corporate trust office located in Cincinnati, Ohio, as trustee hereunder, under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals and granting clauses being used therein as defined in Article I hereof):

A. Pursuant to and in accordance with the Ohio Constitution and the laws of the State of Ohio, including without limitation, the Act and the General Bond Ordinance, the City is authorized to enter into this Master Trust Agreement and to do or cause to be done all the acts and things herein provided or required to be done, and to issue Bonds for the purposes set forth in the Bond Legislation, which are incorporated by reference herein as if set forth here in full; and

B. The City has determined to sell the Series 2025 Bonds and to enter into this Master Trust Agreement to secure the Series 2025 Bonds and any additional bonds issued hereunder; and

C. The City is authorized to execute and deliver this Master Trust Agreement, to secure the Bonds under and in accordance with this Master Trust Agreement, to do or cause to be done all acts provided or required herein to be performed on its part, and to perform or observe all covenants, agreements and obligations to be performed or observed on its part hereunder;

D. All conditions, acts and things required to exist, happen and be performed precedent to and in the execution and delivery of this Master Trust Agreement exist and have happened and been performed in order to make the Bonds, when authorized and issued in accordance with the terms of the Trust Agreement, valid special obligations of the City in accordance with the terms thereof and hereof, and in order to make this Master Trust Agreement a valid, binding and legal trust agreement for the security of the Bonds in accordance with its terms; and

E. The Trustee has accepted the trusts created by this Master Trust Agreement and in evidence thereof has joined in the execution of this Master Trust Agreement;

NOW, THEREFORE, THIS MASTER TRUST AGREEMENT WITNESSETH, that to secure the payment of Bond Service Charges on the Bonds according to their true intent and meaning, and to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained in the Bonds and in this Master Trust Agreement, and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the holders, and for other good and valuable consideration the receipt of which is acknowledged, the City has signed and delivered this Master Trust Agreement and does hereby (a) pledge of the Pledged Revenues to the Trustee and its successors in trust, and its and their assigns and (b) assign to the

Trustee and to its successors in trust, and its and their assigns and, to the extent permitted by law, grant a security interest in, the Pledged Revenues and any and all other real or personal property of every name and nature from time to time heretofore or hereafter by delivery or by writing of any kind pledged, assigned or transferred, as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, the Trustee being hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof, to the extent and with the exceptions provided in this Master Trust Agreement;

PROVIDED, HOWEVER, that any pledge or assignment of, or lien on, any fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee shall be valid and enforceable only to the extent permitted by law.

TO HAVE AND TO HOLD unto the Trustee and its successors in that trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions of the Trust Agreement,

(a) except as provided otherwise in the Trust Agreement, for the equal and proportionate benefit, security and protection of all present and future Bondholders,

(b) for the enforcement of the payment of the Bond Service Charges when payable, according to the true intent and meaning of the Bonds and of the Trust Agreement, and

(c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of the Trust Agreement,

in each case, except as authorized or provided otherwise in the Trust Agreement, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other by reason of series designation, number, date of Bond authorization, issuance, sale, execution, authentication, delivery or maturity, or otherwise, so that each Bond and all Bonds shall have the same right, lien and privilege under the Trust Agreement, and shall be secured equally and ratably hereby, it being intended that the lien and security of the Trust Agreement shall take effect from its date, without regard to the actual date of issue, sale or delivery of the Bonds, as though upon that date all of the Bonds were actually issued, sold and delivered to purchasers for value;

PROVIDED FURTHER, HOWEVER, that if

(a) all Bond Service Charges, including any premium required to be paid for redemption of any of the Bonds prior to maturity, shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the outstanding Bonds shall have been paid and discharged or deemed paid and discharged in accordance with Article IX hereof, and

(b) the City shall have well and truly kept, performed and observed all the covenants, agreements, obligations, terms and conditions under the Trust Agreement to be kept, performed and observed by the City, and shall have paid to the Trustee, Bond

Registrars, Authenticating Agents and Paying Agents all moneys due or to become due to them in accordance with the terms and provisions of the Trust Agreement,

then the Trust Agreement and the rights granted and assigned by the Trust Agreement shall cease, determine and be void, except as provided in Section 9.04 herein with respect to the survival of certain provisions of the Trust Agreement; otherwise, the Trust Agreement shall be and remain in full force and effect as and to the effect provided in it.

It is expressly declared that all Bonds issued and secured under the Trust Agreement are to be issued, authenticated and delivered, and that all Pledged Revenues and the Special Funds are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in the Trust Agreement, and the City has agreed and covenanted, and does hereby further agree and covenant with the Trustee and with the respective holders from time to time of the Bonds, as follows in the Trust Agreement.

It is expressly recognized and declared that to the extent permitted by law, the City may issue obligations other than the Bonds, the payment of which may be secured by a pledge of or lien on the Pledged Revenues or certain of the Special Funds subordinate to that of the Bonds.

(End of Recitals and Granting Clauses)

ARTICLE I

DEFINITIONS

. In addition to or supplementing the words and terms elsewhere defined in this Master Trust Agreement, including those defined in the General Bond Ordinance, where used in this Master Trust Agreement (including its recitals and granting clauses) or Supplemental Trust Agreements the following words and terms shall have the following meanings unless the context or use clearly indicates another or different meaning or intent:

"*Act*" means the TIF Statute and other applicable laws of the State of Ohio, including the Ohio Constitution and the City Charter.

"*Additional Bonds*" means additional bonds or Notes issued in anticipation of bonds issued pursuant to the Trust Agreement after the issuance of the Series 2025 Bonds.

"*Administration Agreement*" means the Administration Agreement between the City and Incentive Review Group, LLC, an Ohio limited liability company, or its successors or assigns.

"*Administrative Costs*" means such reasonable costs relating to the administration and issuance of the Bonds including fees of the Trustee, accounting, financial, legal and third-party advisors, fees of the Calculation Agent in connection with the administration and collection of Net Statutory Service Payments and Minimum Service Payments and the issuance of Bonds, and any other expenses incurred by the City, the Trustee or the Calculation Agent including those necessary to comply with any continuing disclosure or rebate obligations relating to the Bonds.

"*Aggregate Outstanding Principal Amount*" means, with respect to Bonds outstanding as of any date, their aggregate face amount. For purposes of any consent or other action to be taken by the holders of a specified percentage of the Aggregate Outstanding Principal Amount of all Bonds or Bonds of any series, Bonds held by or for the account of the City shall be excluded.

"*Authenticating Agent*" means the Trustee and any other bank, trust company or other person designated as an Authenticating Agent for a series of Bonds by or in accordance with the Trust Agreement, each of which shall be a transfer agent registered in accordance with Section 17A(c) of the Securities Exchange Act of 1934 as amended.

"*Authorized Denominations*" means the denominations designated as such for each series of Bonds in or pursuant to the related Supplemental Trust Agreement.

"*Authorized Officer*" means any officer or employee of the City authorized by or pursuant to the Act, the Bond Proceedings or City ordinance to perform the particular act or sign the particular document, and if there is no specific authorization means a member of the Council, City Manager or the Director of Finance.

"*beneficial interests*" means the interests of the ultimate purchasers of beneficial interests in Bonds issued in book entry form.

"*Bond Counsel*" means counsel rendering the legal opinion on the Series 2025 Bonds or other nationally recognized bond counsel acceptable to the City.

"*Bond Legislation*" means the General Bond Ordinance to the extent applicable, the Series Bond Ordinance authorizing the issuance of the series of Bonds and any Certificate of Award identified as part of the "*Bond Legislation*" in the applicable Series Bond Ordinance, and all other Series Bond Ordinances to the extent applicable.

"*Bond Proceedings*" means this Master Trust Agreement and the applicable Bond Legislation, Supplemental Trust Agreement, and other ordinances, Credit Support Instruments, agreements, and certificates, and amendments of and supplements to or any combination of them, authorizing or providing for the terms and conditions and agreements applicable to, or providing for the security for, liquidity or sale of, or the terms contained in, the applicable Bonds.

"*Bond Registrar*" or "*Registrar*" means the person that keeps and maintains the Register for the applicable Registered Bonds, which shall be the Trustee except as may otherwise be provided pursuant to the Trust Agreement.

"*Bond Reserve Fund*" means the Bond Reserve Fund created in Section 5.01 of this Master Trust Agreement.

"*Bond Service Charges*" means the principal (as payable at stated maturity or otherwise), interest and any redemption premium required to be paid by the City on the Bonds, and includes any Mandatory Sinking Fund Redemption Requirements. In the case of payment of Bond Service Charges by a person other than the City pursuant to a Credit Support Instrument, "*Bond Service Charges*" means the reimbursement by the City to the provider of that Credit Support Instrument of the amount so paid. In determining Bond Service Charges for a Fiscal Year or any other period, Mandatory Sinking Fund Redemption Requirements for that Fiscal Year or period shall be taken into account, and principal maturities or interest payments for which Mandatory Sinking Fund Redemption Requirements are imposed and complied with in a prior Fiscal Year or period, to that extent, shall be excluded.

"*Bond Service Fund*" means the Bond Service Fund created in Section 5.01 of this Master Trust Agreement.

"*Bondholder*" or "*holder*" or "*holder of Bonds*", "*Registered Owner*" or "*registered owner*", or any similar term means the person in whose name a Bond is registered, or the holder or owner of a Bond as may otherwise be prescribed by applicable Bond Legislation.

"*Bonds*" means, collectively, the Series 2025 Bonds and any Additional Bonds.

"*Book Entry Form*", "*Book Entry System*", "*book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Securities Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Securities Depository or its designated

agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

"*Business Day*" means any day, other than a Saturday or Sunday, and other than a day on which the Trustee or a Paying Agent (other than the Trustee), as applicable, is required, or authorized or not prohibited, by law (including without limitation, executive orders) to close and is closed.

"*Calculation Agent*" means the third-party calculation agent appointed by the City pursuant to the Development Agreement and the Administration Agreement, initially being the Incentive Review Group, LLC, an Ohio limited liability company, and including its successors or assigns.

"*Certificate of Award*" means, with respect to any series of Bonds, the certificate delivered by the Director of Finance awarding that series of Bonds.

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

"*City Attorney*" means the City Attorney of the City.

"*City Manager*" means the City Manager of the City.

"*Code*" means the Internal Revenue Code of 1986, as amended, together with all applicable Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, any amendments of, or successor provisions to, the foregoing, and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a section of the Code includes any applicable successor section or provision and such applicable Treasury Regulations, rulings, announcements, notices, procedures and determinations pertinent to that section.

"*Costs of Public Improvements*" means costs of or related to Public Improvements, and the financing and refinancing of those costs, including Financing Costs.

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

"*CRA Exemption*" has the meaning assigned to it in the Development Agreement.

"*Credit Support Instrument*" means an insurance policy, including a policy of bond insurance, letter of credit or other credit enhancement, support or liquidity device provided pursuant to an agreement to which the City is a party and which is used to enhance the security or liquidity of any Bonds or series or two or more series or part of a series of Bonds, or to provide, in whole or in part, the Required Reserve for any series of Bonds.

"*Credit Support Provider*" means any provider of a Credit Support Instrument.

"*Developed Parcel*" has the meaning assigned to it in the Development Agreement.

"*Developer*" means Forestar (USA) Real Estate Group Inc., a Delaware corporation.

"*Developer Property*" means the real property described on Exhibit A to the Development Agreement.

"*Development Agreement*" means the Development Agreement dated February 25, 2025 between the City and the Developer.

"*Direct Obligations*" means direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), or obligations of any agency, corporation or public body that is controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed by the United States of America, provided that the full faith and credit of the United States of America is pledged to any such direct obligations or guarantee.

"*Director of Finance*" means the Director of Finance of the City.

"*Eligible Investments*" means any of the following:

(a)Direct Obligations, including certificates that evidence ownership of the right to receive future payments of principal of and interest on such obligations or specified portions thereof, including portions consisting solely of the principal thereof or solely of the interest thereon, provided that with respect to an investment in any such certificates: a bank or trust company acts as custodian and holds the underlying obligations; the City or the Trustee has the right to proceed directly and individually against the obligor of the underlying obligations; and the underlying obligations are held in a special account separate from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian or any person to whom the custodian may be obligated.

(b)Certificates of deposit, demand deposits or time deposits of any state bank or trust company or national banking association (including the Trustee or any affiliate of the Trustee) that is a member of the Federal Deposit Insurance Corporation (including any successor to the FDIC), including any investment in pools of those certificates of deposit, demand deposits or time deposits owned by the bank, trust company or national banking association, provided that any such certificate of deposit, demand deposit or time deposit is:

(i)Continuously and fully insured by the FDIC, or

(ii)Issued by an entity that has either unsecured, unguaranteed and uninsured commercial paper rated in its highest rating category or unsecured, unguaranteed and uninsured longterm obligations rated in its third highest or higher rating category by a Rating Service, or each Rating Service that maintains a rating on such obligations, if the obligations are rated by more than one Rating Service, or

(iii)To the extent not insured by the FDIC, fully secured by Direct Obligations that have a market value at all times at least equal to the uninsured principal amount of the deposit, that are held by the Trustee (except in case of a certificate of deposit, demand

deposit or time deposit of the Trustee) or any Federal Reserve Bank or depository of the United States of America, as custodian for the institution issuing the deposit, together with the undertaking of such institution, in form satisfactory to the Trustee, that the aggregate market value of the obligations securing the deposit at all times will be maintained in an amount meeting the requirements of this subparagraph (iii), and in which the Trustee has a prior perfected first lien and which are not subject to any thirdparty claims;

(c)Repurchase agreements collateralized by Direct Obligations with any registered broker/dealer under the jurisdiction of the Securities Investors' Protection Corporation (including any successor to the SIPC) or any state bank or trust company or national banking association (including the Trustee) if such broker/dealer, bank or trust company has unsecured, uninsured and unguaranteed commercial paper rated in its highest rating category or unsecured, uninsured and unguaranteed longterm obligations rated in its third highest or higher rating category by a Rating Service, or each Rating Service that maintains a rating on such obligations, if the obligations are rated by more than one Rating Service, provided that:

(i)A master repurchase agreement or specific written repurchase agreement governs the transaction,

(ii)The Direct Obligations are held by the Trustee or an independent third party acting solely as agent for the Trustee free and clear of any lien, and the third party is a Federal Reserve Bank, or a bank that is a member of the FDIC and that has combined capital, surplus and undivided profits of not less than $50,000,000, and the Trustee shall have received written confirmation from the third party that it holds such securities, free of any lien, and as agent for the Trustee,

(iii)A perfected first security interest in the Direct Obligations under the Uniform Commercial Code or book entry procedures prescribed by federal regulations, is created for the benefit of the Trustee (as demonstrated by an opinion of counsel upon which the Trustee may rely as to perfection and priority),

(iv)The repurchase agreement has a term of 30 days or less, or the Trustee will value the collateral securities no less frequently than monthly and will liquidate the collateral Direct Obligations if any deficiency in the required collateral percentage is not restored within two Business Days of such valuation,

(v)If an investment of the Bond Service Fund the proceeds of which are needed to pay Bond Service Charges, the repurchase agreement matures at least 10 days prior to a date on which Bond Service Charges are due and payable, and

(vi)The fair market value of the Direct Obligations in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 100%;

(d)Investment contracts (which term shall not include repurchase agreements) with a state bank or trust company or national banking association (including the Trustee) that has either unsecured, unguaranteed and uninsured commercial paper rated in the highest rating category or unsecured, unguaranteed and uninsured longterm obligations rated in the third highest or higher

rating category by a Rating Service, or by each Rating Service that maintains a rating on such obligations if the obligations are rated by more than one Rating Service;

(e)General obligations of any state of the United States of America or any political subdivision of any state for the payment of which the full faith and credit of the state or political subdivision is pledged, provided that such obligations are rated in either of its two highest rating categories by a Rating Service, or by each Rating Service that maintains a rating on such obligations if the obligations are rated by more than one Rating Service;

(f)Investments in the State Treasurer's pooled investment program under Section 135.45 of the Revised Code;

provided that any of the foregoing investments or deposits is not prohibited by law and provided further that any investment or deposit is in compliance with or not in violation of the Code. In determining whether the rating assigned by a Rating Service to an investment complies with the rating categories provided in this definition of Eligible Investments, the rating category shall be determined at the time of investment without regard to any numerical or "+" or "-" modifier, unless otherwise expressly provided above.

"*Event of Default*" means any of the Events of Default described in Section 7.01 of this Master Trust Agreement.

"*Extraordinary Services*" and "*Extraordinary Expenses*" means all services rendered and all reasonable expenses (including reasonable legal counsel fees) properly incurred under the Trust Agreement by the Trustee, the Bond Registrar and any Authenticating Agent and Paying Agent, other than Ordinary Services and Ordinary Expenses, including, after the occurrence of an Event of Default, nonministerial services and reasonable counsel and other advisory fees incurred by the Trustee.

"*Financing Costs*" has the meaning given in Section 133.01 of the Ohio Revised Code.

"*Fiscal Year*" means a period of 12 consecutive months commencing on the first day of January of any year and ending on the last day of December of that year, or, as to be evidenced for purposes of the Trust Agreement by a certificate of an Authorized Officer filed with the Trustee, such other consecutive 12month period as may hereafter be established as the fiscal year for City budgeting, appropriations and accounting purposes.

"*Fitch*" means Fitch Ratings, New York, New York, or any successor Rating Service.

"*Fund*" or "*Funds*" means any of the funds established pursuant to Section 5.01 of this Master Trust Agreement, including Special Funds and accounts therein.

"*General Bond Ordinance*" means Ordinance No. 2025-O-___ as passed by the Council on _____, 2025.

"*Interest Payment Dates*" means, with respect to any series of Bonds, the dates on which interest is payable on that series of Bonds.

"*Mandatory Redemption Obligation*" or "*Mandatory Redemption*" or "*Mandatory Sinking Fund Redemption*" means mandatory prior redemption of Term Bonds (or other term Bonds) pursuant to Mandatory Sinking Fund Redemption Requirements.

"*Mandatory Sinking Fund Redemption Requirements*" means amounts required by any Bond Proceedings to be deposited to the Bond Service Fund in any Fiscal Year for the purpose, as provided in those Bond Proceedings, of retiring, at their stated maturities or by mandatory prior redemption or other prior retirement, principal maturities of Bonds, or of paying interest or interest equivalent on Bonds, which by the terms of the Bonds are due and payable in any subsequent Fiscal Year.

"*Master Trust Agreement*" means this Master Trust Agreement, as may be amended or supplemented from time to time.

"*Minimum Service Payments*" means the minimum service payments which will be paid by the respective owners of the Developer Property from time to time pursuant to and in accordance with Ohio Revised Code Section 5709.91 and the Development Agreement.

"*Moody's*" means Moody's Investors Service, Inc., New York, New York, or any successor Rating Service.

"*Net Statutory Service Payments*" means that portion of the Statutory Service Payments which the City receives following those payments which are required to be paid pursuant to the TIF Statute and the TIF Ordinance to any other taxing authority, including but not limited to, the Huber Heights City School District and the Miami Valley Career Technology Center, less Administrative Costs paid or to be paid by the City or to reimburse the City for those previously paid.

"*Notes*" means bond anticipation notes issued by the City, except general obligation indebtedness, with a maximum maturity of not more than five years.

"*Notice Address*" means as to the:

City: City of Huber Heights, Ohio
6131 Taylorsville Road
Huber Heights, Ohio 45424
Attention: Director of Finance

Depository:	The Depository Trust Company Call Notification Department Muni Reorganization Manager 711 Stewart Avenue Garden County, New York 11530
Trustee:	U.S. Bank Trust Company, National Association 425 Walnut Street, 10th Floor CN-OH-W1OH Cincinnati, Ohio 45202 Attention: Corporate Trust

And as to any other parties, the Notice Address specified in the applicable Supplemental Trust Agreement.

"*Obligations*" means bonds or notes or other evidences of obligation, including Bonds and Notes issued or incurred by the City to provide money to pay Costs of Public Improvements or to fund, refund or retire Obligations previously issued.

"*Ordinary Services*" or "*Ordinary Expenses*" means those services normally rendered, and those expenses (including legal counsel's fees) normally incurred, by a trustee, registrar, authenticating agent or paying agent, as applicable, under instruments similar to this Master Trust Agreement.

"*Original Purchaser*" means, with respect to any series of Bonds, the person or persons named in, or in a certificate authorized by, the applicable Bond Proceedings as the original purchaser of those Bonds from the City.

"*Outstanding Bonds*" or "*Bonds outstanding*" or "*outstanding*" as applied to particular Bonds, to Bonds of any series, or to all Bonds, means, as of any date, the Bonds to which the reference applies and which have been authenticated and delivered, or are then being authenticated and delivered, by the Trustee under the Trust Agreement except:

(a)Bonds canceled or retained in safekeeping upon surrender, exchange or transfer, or canceled by reason of payment or redemption on or prior to that date;

(b)Bonds, or the portion of Bonds, for the payment, or redemption or purchase for cancellation of which sufficient moneys or investments have been deposited prior to that date with the Trustee or Paying Agents (whether upon or prior to the maturity or redemption date of those Bonds), or which are deemed to have been paid or caused to be paid, as provided in Article IX of this Master Trust Agreement; provided (a) that if those Bonds are to be redeemed prior to their stated maturity, notice of that redemption has been given or arrangements satisfactory to the Trustee have been made for giving that notice, or waiver of that notice satisfactory in form to the Trustee has been filed with the Trustee, and (b) that if those Bonds are to be purchased for cancellation, a firm offer for sale stating the price has been received and accepted; and

(c)Lost, stolen, mutilated or destroyed Bonds in replacement of which other Bonds have been authenticated (or payment when due of which is made without replacement) under the Trust

Agreement and Bonds in exchange for which other Bonds have been authenticated under the Trust Agreement.

"*Paying Agents*" means the Trustee and any other banks or trust companies designated as the paying agencies or places of payment for Bonds by or pursuant to the applicable Bond Proceedings, and their successors designated pursuant to this Master Trust Agreement.

"*Person*" or "*person*" or words importing "*person*" means any natural person, firm, corporation, public body or other entity, and any combination of those persons.

"*Pledged Net Statutory Service Payments*" means such portion of the Net Statutory Service Payments which were paid in respect of either (a) a Developed Parcel and relate to any tax year up to and including the final tax year in which a CRA Exemption is applicable with respect to that Developed Parcel or (b) an Undeveloped Parcel.

"*Pledged Revenues*" means (a) the portion of the Pledged Net Statutory Service Payments to be remitted to the Trustee pursuant to Section 7.6 of the Development Agreement, (b) the Minimum Service Payments, (c) any moneys and investments in the Special Funds, (d) any other moneys intended to be used for Bond Service Charges, and (e) all income and profit from the investment of the foregoing moneys.

"*Predecessor Bond*" means every previous Bond evidencing all or a portion of the same obligation as that evidenced by a particular Bond. For this purpose, any Bond authenticated and delivered under Section 2.09 of this Master Trust Agreement shall be deemed to evidence, except as otherwise provided in Section 2.09 of this Master Trust Agreement, the same debt as the lost, stolen or destroyed Bond.

"*Principal Payment Dates*" means, with respect to any series of Bonds, the dates on which principal is stated to be payable on Bonds at stated maturity or pursuant to Mandatory Sinking Fund Redemption Requirements and Mandatory Redemption Obligations.

"*Project Fund*" means the Project Fund created in Section 5.01 of this Master Trust Agreement.

"*Public Improvements*" means those public improvements identified in the Development Agreement, the costs of which are to be financed or refinanced by Bonds and shall include that undivided portion of any public improvements financed or refinanced by Bonds.

"*Rating Service*" means any nationally recognized entity assigning credit ratings to securities issued by public bodies and designated for the purpose by the City and satisfactory to the Trustee and, if required by a Credit Support Instrument, to the Credit Support Provider.

"*Rebate Amount*" means any amount payable to the United States in accordance with Section 148(f) of the Code in connection with a series of Bonds as provided in or pursuant to the related Supplemental Trust Agreement.

"*Rebate Fund*" means the Rebate Fund continued by the General Bond Ordinance and created in Section 5.01 of this Master Trust Agreement.

"*Register*" means the books kept and maintained by the Bond Registrar pursuant to this Master Trust Agreement for the registration, exchange and transfer of Bonds.

"*Registered Bonds*" means fully registered Bonds registered as to both principal and interest in the name of the owner or holder, including Bonds issued under a book entry system.

"*Regular Record Date*" means, with respect to any series of Bonds, the date designated as a Regular Record Date in the applicable Bond Proceedings.

"*Required Reserve*" means for each series of Bonds, as of the date of any calculation, the amount, if any, designated as such for the series of Bonds in or pursuant to a Supplemental Trust Agreement to be on deposit in or credited to and account in the Bond Reserve Fund, which amount may take the form of a Credit Support Instrument provided for or pursuant to the related Supplemental Trust Agreement.

"*Responsible Officer*" means, with respect to the Trustee, every officer within the corporate trust office of the Trustee who customarily performs functions with respect to trust indentures or trust agreements and who has direct responsibility for the administration of the Trust Agreement.

"*Revenue Fund*" means the Revenue Fund created in Section 5.01 of this Master Trust Agreement.

"*Securities Depository*" or "*Depository*" means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership and effect transfers of beneficial interests in bonds, and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Serial Bonds*" means, with respect to any series of Bonds, those Bonds designated as such, if any, and maturing on the date or dates set forth in the Bond Proceedings, bearing interest payable on each Interest Payment Date, and not subject to Mandatory Redemption pursuant to Mandatory Sinking Fund Redemption Requirements.

"*Series 2025 Bonds*" means the City's $_____ Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project), dated _____, 2025 and issued pursuant to the General Bond Ordinance, the applicable Series Bond Ordinance and the Trust Agreement.

"*Series Bond Ordinance*" means an ordinance of the City authorizing the issuance of a series of Bonds in accordance with this Master Trust Agreement and includes any ordinance or certificate providing for or evidencing the award and specific terms of Bonds authorized by that Series Bond Ordinance.

"*Special Funds*" means the Project Fund, the Revenue Fund, the Bond Service Fund and the Bond Reserve Fund and accounts created in those Funds, and any other funds or accounts held by the Trustee, including, without implied limitation, any fund or account relating to a Credit Support Instrument permitted by or established under, and identified as a Special Fund or

Account in, this Master Trust Agreement or a Series Bond Ordinance or Supplemental Trust Agreement. The Rebate Fund is not a Special Fund.

"*S&P*" means S&P Global Ratings, New York, New York, or any successor Rating Service.

"*Special Record Date*" means, with respect to any series of Bond, the date established by the Trustee in connection with the payment of overdue interest on that Bond pursuant to Section 2.08 of this Master Trust Agreement.

"*State*" means the State of Ohio.

"*Statutory Service Payments*" means the service payments in lieu of taxes which will be paid by the respective owners of the Developer Property pursuant to and in accordance with Ohio Revised Code Section 5709.42.

"*Subordinate Obligations*" means indebtedness, including but not limited to general obligation debt of the City, the payment of which is secured by a pledge of the Pledged Revenues on a basis subordinate to the pledge of the Pledged Revenues to the payment of Bonds pursuant to this Master Trust Agreement and the Bond Legislation.

"*Supplemental Trust Agreement*" means a Supplemental Trust Agreement approved or authorized by the City and entered into by the City and the Trustee pursuant to this Master Trust Agreement.

"*Term Bonds*" means, with respect to any series of Bonds, those Bonds designated as such, if any, and maturing on the date or dates set forth in the Bond Proceedings, bearing interest payable on each Interest Payment Date, and subject to Mandatory Redemption pursuant to Mandatory Sinking Fund Redemption Requirements.

"*TIF Ordinance*" means Ordinance No. 2025-O-2687 passed by City Council on April 14, 2025.

"*TIF Statute*" means, collectively, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43

"*Treasury Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Trust Agreement*" means, collectively, this Master Trust Agreement and any Supplemental Trust Agreements.

"*Trustee*" means U.S. Bank Trust Company, National Association, as trustee under the Trust Agreement, and any successor trustee pursuant to the Trust Agreement.

"*Undeveloped Parcel*" has the meaning assigned to it in the Development Agreement.

"*Year*" means either the calendar year, or a period of 12 consecutive calendar months, as appropriate in the context and unless otherwise specified.

. Any reference in the Bond Proceedings to the City, or to its Council or officers or to employees of the City, shall include those that succeed to their functions, duties or responsibilities pursuant to or by operation of law or otherwise are lawfully performing their functions.

Any reference in the Bond Proceedings to a section or provision of the Ohio Constitution, the Act, a section, provision or chapter of the Ohio Revised Code or to federal or State laws or City ordinances shall include that section, provision or chapter of those laws and ordinances as from time to time amended, modified, revised, supplemented or superseded. No amendment, modification, revision, supplement or superseding section, provision, chapter, law or legislation shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the City, the holders, the Trustee, any Credit Support Provider, or the Bond Registrar, under the Trust Agreement, the Bond Legislation, the Bonds or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay Bond Service Charges in the amount and manner, at the times and from the sources provided in the Bond Proceedings and the Bonds, except as permitted in the Trust Agreement.

Unless the context otherwise indicates, words in the Bond Proceedings importing the singular number include the plural number and vice versa.

References in this Master Trust Agreement to a Section, unless otherwise stated, are to a Section of this Master Trust Agreement. The terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, mean and refer to this Master Trust Agreement.

(End of Article I)

ARTICLE II

AUTHORIZATION, TERMS AND DELIVERY OF BONDS

Section II.02 .

(a)The Bonds shall be issued pursuant to the Act and the Bond Legislation. No Bonds may be issued under the provisions of this Master Trust Agreement except in accordance with this Article.

(b)Anything in this Master Trust Agreement to the contrary notwithstanding, the aggregate principal amount of Bonds that may be executed, authenticated and delivered pursuant to this Master Trust Agreement may be limited or additional conditions to their issuance may be imposed, or a combination of both, at any time at the election of the City pursuant to a Supplemental Trust Agreement specifying that limitation or those additional conditions. However, no such Supplemental Trust Agreement may increase the duties or obligations of the Trustee without its consent.

(c)To the extent provided in and except as otherwise permitted by the Trust Agreement, (i) the Bonds shall be payable equally and ratably solely from the Pledged Revenues and (ii) the payment of Bond Service Charges shall be secured by (A) the Master Trust Agreement and (B) a pledge of the Pledged Revenues and an assignment of the Pledged Revenues. Nothing in the Trust Agreement shall prevent the Bond Service Charges on one series of Bonds being otherwise secured by funds, property or investments not applicable to another series of Bonds.

(d)The Bonds shall be special obligations of the City. The Bonds shall not constitute a general obligation debt or tax-supported bonded indebtedness of the City; the general resources of the City shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the City are or shall be pledged, for the performance of any duty under this Master Trust Agreement or the Bonds. Nothing in this Master Trust Agreement gives the holders of Bonds, and they do not have, the right to have excises or taxes levied by the City for the payment of Bond Service Charges, but the Bonds are payable solely from the Pledged Revenues, as provided in this Master Trust Agreement; provided, however, that nothing shall be deemed to prohibit the City, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of this Master Trust Agreement or the Bonds.

(e)In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be that officer before the issuance of the Bond, his signature or facsimile signature nevertheless shall be valid and sufficient for all purposes, the same as if he had remained in office until the delivery of that Bond. Any Bond may be signed on behalf of the City by an officer who, on the date of signing is the proper officer, although on the date of the Bond that person was not the proper officer.

. The following provisions of each series of Bonds shall be provided in or pursuant to the related Supplemental Trust Agreement:

(a)the authorized principal amount and the interest rate or rates or the method of determining the same, which may be any method then permitted by law;

(b)the purposes for which issued as permitted by the Act and this Master Trust Agreement;

(c)the date, Regular Record Date, Principal Payment Dates and the Interest Payment Dates;

(d)the series and any other designation that may be necessary or advisable to distinguish them from Bonds of any other series;

(e)the Authorized Denominations and manner of numbering;

(f)redemption provisions, if any, including any premium to be paid upon redemption;

(g)any Mandatory Sinking Fund Redemption Requirements;

(h)the Bond Registrar, Authenticating Agent or Agents and Paying Agent or Agents, if other than the Trustee;

(i)any special terms or conditions for sale;

(j)the disposition of proceeds from issuance;

(k)the Required Reserve, if any, and the manner and times of funding or refunding the Required Reserve, in any created account or subaccount in the Bond Reserve Fund;

(l)provisions for any Credit Support Instrument;

(m)the form of the Bonds; and

(n)any other provisions considered appropriate or advisable by the City, including without limitation, description of any additional security to be provided.

. The Bonds of a series and the related form of assignment shall be substantially in the form or forms provided for, authorized or set forth in the Supplemental Trust Agreement entered into in connection with the issuance of the particular series of Bonds, all consistent with the terms of this Master Trust Agreement.

The Bonds of one series shall bear any designations that may be necessary or advisable to distinguish them from Bonds of any other series. The Bonds shall be negotiable instruments and shall express the purpose for which they are issued and any other statements or legends that may be required by law. Each Bond shall be of a single maturity, unless the Trustee shall approve the authentication and delivery of a Bond of more than one maturity.

Section II.05 .

(a)Authentication. No Bond shall be valid or become obligatory for any purpose or entitled to any security or benefit under this Master Trust Agreement unless and until an authentication certificate, substantially in the form set forth below, has been endorsed on that Bond. The authentication certificate may be executed by any person authorized to do so by an Authenticating Agent, but it shall not be necessary that the same person sign the authentication certificates on all the Bonds or on all the Bonds of any series. The authentication certificate shall be in substantially the following form:

> "This Bond is one of the Bonds issued under the provisions of the within mentioned Trust Agreement."

The authentication of any Bond by any authorized person shall be conclusive evidence that Bond has been duly authenticated and delivered, and is entitled to the security and benefit, under the Trust Agreement.

(b)Conditions to Authentication. Before any series of Bonds are initially authenticated by an Authenticating Agent and delivered by or on behalf of the Trustee, there shall have been filed with the Trustee the following:

(i)A copy, certified by an Authorized Officer, of the applicable Bond Legislation authorizing the issuance and delivery of those Bonds.

(ii)A certificate of an Authorized Officer stating that to the best of that official's knowledge, the City is not on the date of issuance of the Bonds, and by issuance of the Bonds will not be, in default in the performance of any of its covenants, agreements or obligations provided for in the Bond Legislation, the Bonds, this Master Trust Agreement or any Supplemental Trust Agreement.

(iii)An originally executed counterpart of this Master Trust Agreement and the Supplemental Trust Agreement entered into in connection with the issuance of those Bonds.

(iv)In the case of Additional Bonds, the certification required by Section 2.05.

(v)A request and authorization to the Trustee on behalf of the City, signed by an Authorized Officer, to authenticate and deliver the Bonds to or on the order of the Original Purchaser identified, and upon payment of an amount specified, in that request and authorization, which amount shall be applied as provided in the applicable Bond Proceedings.

(vi)The written opinion of legal counsel retained or designated by the City, or other legal counsel satisfactory to the Trustee, to the effect that documents submitted to the Trustee in connection with that request and authorization comply with the requirements of this Master Trust Agreement, and that all legal conditions precedent to the issuance of those Bonds as provided in this Master Trust Agreement have been complied with, and a written opinion of nationally recognized bond counsel for or

designated by the City, who may also be the legal counsel referred to above in this subparagraph (vi), that those Bonds, when duly executed, authenticated and delivered, will be valid and binding special obligations of the City, enforceable in accordance with their terms, subject to reasonable exceptions, such as for bankruptcy, insolvency, arrangement, fraudulent conveyance or transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion, and to limitations on legal remedies against public entities, and will be secured equally and on a parity with, if applicable, all other then outstanding Bonds as to the security of this Master Trust Agreement and the pledge of the Pledged Revenues (except as to any provision made under Section 2.12 or 3.04 of this Master Trust Agreement) to provide for payment of Bond Service Charges, and, if Additional Bonds, the issuance of those Bonds will not cause the interest on then Outstanding Bonds to become includable in the gross income of holders for federal income tax purposes.

(vii)Such additional certificates or opinions as may be required by the applicable Bond Proceedings or purchase agreement pertaining to those Additional Bonds.

(c)Delivery. When the documents and opinions referred to in Section 2.04(b) have been filed with the Trustee and the Bonds have been executed and authenticated, the Trustee, itself or by an agent authorized to do so by the Trustee, shall deliver those Bonds to or on the order of the Original Purchaser identified in the request and authorization referred to in Section 2.04(b)(v), upon payment of the amount specified in that request and authorization.

(d)Replacement Bonds. All Bonds authenticated and delivered upon any transfer or exchange or partial redemption of Bonds, or pursuant to Section 2.09, shall be valid special obligations of the City, evidencing the same obligation, and entitled to the same security and benefit under this Master Trust Agreement, as the Predecessor Bonds surrendered or replaced.

Section II.06 .

(a)The City shall have the right from time to time to issue Additional Bonds for the purposes only of (i) providing moneys to pay the Costs of Public Improvements, (ii) providing additional moneys, if necessary, to complete any Public Improvements for which Obligations have been issued, (iii) refunding and advance refunding for any lawful purpose any Outstanding Bonds or other Obligations, or (iv) any combination of (i), (ii) or (iii). The proceeds from the sale of Additional Bonds shall be allocated and deposited in the Funds in the manner provided in the Bond Proceedings relating to those Additional Bonds.

Those Additional Bonds shall be on a parity with, or subordinate to, as specified in the applicable Bond Proceedings, the Series 2025 Bonds and any Additional Bonds theretofore or thereafter issued as to the security of this Master Trust Agreement and the pledge of the Pledged Revenues (except as otherwise provided or authorized in this Master Trust Agreement, and except as to any provision made under Section 2.12 or 3.04) to provide for payment of Bond Service Charges on the Bonds.

(b)Prior to initial authentication of any Additional Bonds, the City shall have furnished to the Trustee:

(i)If the Additional Bonds are issued to pay the Costs of Public Improvements, a certification by the Calculation Agent **[to][and]** the City **[to][and]** the Trustee that, for each Fiscal Year in which the Bonds are outstanding, the Aggregate Amount Available for Debt Service will equal or exceed the Debt Service Coverage Requirements. For purposes of this certification, "*Aggregate Amount Available for Debt Service*" means, for each year in which all Bonds, including the Additional Bonds, will be outstanding, the value (in dollars) of the (A) product of the then current and applicable effective rate of real property taxation multiplied by (B) the value (in dollars) of the sum of (1) the portion of the aggregate real property tax valuation of the single-family residences theretofore constructed and which are or will be eligible for the CRA Exemption plus (2) the product of (aa) the portion of the aggregate real property tax valuation of the single-family residences then expected to be constructed and which will be eligible for the CRA Exemption multiplied by (bb) ninety (90%); and "*Debt Service Coverage Requirement*" means (C) the sum of the reasonably estimated Administrative Costs and the estimated Bond Service Charges on all Bonds in each of the Fiscal Years that such Additional Bonds will be outstanding multiplied by (D) 115%.

(ii)If the Additional Bonds are in whole or in part to refund or advance refund any Outstanding Bonds or other Obligations, evidence satisfactory to the Trustee that either:

(A)Provision has been made to assure that moneys sufficient to retire the Bonds or other Obligations to be refunded will be available in the possession of the Trustee, in accordance with, as applicable, this Master Trust Agreement, at the time provided for retirement thereof under the plan for refunding, and are committed to that purpose,

or

(B)If the Additional Bonds are in whole or in part to refund Outstanding Bonds which at the time of issuance of the Additional Bonds will not be deemed to have been paid and discharged under this Master Trust Agreement, money sufficient to pay interest accrued and to accrue and any principal payable on such Additional Bonds prior to the retirement of the refunded Bonds has been deposited in the Bond Service Fund without impairment of any provision or covenant of this Master Trust Agreement or of the Bond Legislation or Supplemental Trust Agreement authorizing the issuance of Additional Bonds, and from appropriate sources other than the Revenue Fund and the Bond Reserve Fund except to the extent of any money in those funds in excess of the balances required to be maintained in them under the provisions of this Master Trust Agreement (the transfer of which excess money for such purpose is hereby authorized) or will be deposited directly in the Bond Service Fund from appropriate portions of the proceeds from the sale of such Additional Bonds pursuant to the related Bond Legislation and Supplemental Trust Agreement.

. The City may provide for the issuance of Subordinate Obligations to be payable from the Pledged Revenues. Subordinate Obligations, unless expressly provided in a Supplemental Trust Agreement, shall not constitute Bonds. Subordinate Obligations may be secured by a pledge of the Pledged Revenues expressly subordinate to the pledge of Pledged Revenues provided for herein and may be payable from Pledged Revenues only after provision has been made for payment of Bond Service Charges on the Bonds as provided in the Trust Agreement.

. Except as may be otherwise provided in the applicable Bond Proceedings, all Bonds shall be in fully registered form, and, except as provided in subsection (a) of Section 2.08, the Holder of a Bond shall be regarded as the absolute owner thereof for all purposes of this Master Trust Agreement. Registered Bonds shall be issued in Authorized Denominations as provided in the applicable Bond Proceedings. Except as may be otherwise provided in the applicable Bond Proceedings, each Registered Bond shall be of a single maturity of the same series and shall be dated as provided in the applicable Bond Proceedings. So long as any Registered Bonds remain unpaid, the City will cause the Register to be maintained and kept at the principal office of the Bond Registrar for those Bonds.

Section II.08 Payment, Transfer, Exchange and Registration of Registered Bonds.

(a)Payment. Unless otherwise permitted in this Master Trust Agreement or otherwise provided in the applicable Supplemental Trust Agreement, the principal of and any redemption premium on Registered Bonds shall be payable when due on presentation and surrender of the Bonds at the designated corporate trust office of the Trustee (except in connection with any Mandatory Sinking Fund Redemption), and, subject to Section 2.11, payment of the interest on Registered Bonds shall be by check mailed by the Trustee on each Interest Payment Date to the Registered Owner of the Bond at the close of business on the Regular Record Date, and to the address of that owner as it then appears on the Register, provided that such payment to a Securities Depository on a Bond in book entry form registered in the name of the Securities Depository or its nominee may be made by wire transfer of federal funds.

If and to the extent that the City shall fail to make payment or provision for payment of interest on any Bond on any Interest Payment Date, that interest shall cease to be payable to the person who was the Registered Owner of that Bond (or of one or more Predecessor Bonds) as of the applicable Regular Record Date. When money becomes available for payment of the interest, (i) the Trustee shall establish, pursuant to Section 7.05, a Special Record Date for the payment of that interest, which Special Record Date shall be not more than 15 or fewer than 10 days prior to the date of the proposed payment, and (ii) the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed to each Registered Owner at its address as it appears on the Register not fewer than 10 days prior to the Special Record Date and, thereafter, the interest shall be payable to the persons who are the Registered Owners of the applicable Bonds (or their respective Predecessor Bonds) at the close of business on the Special Record Date.

Except as otherwise provided in this Section or Section 2.09, the Registered Owner of any Bond shall be deemed and regarded as the absolute owner of that Bond for all purposes of the Trust Agreement, and payment of or on account of the Bond Service Charges on that Bond shall be made to or upon the order of that Registered Owner or its duly authorized legal

representative in the manner permitted in the Trust Agreement, and the City, the Trustee or any Authenticating Agent, Bond Registrar or Paying Agent shall not be affected by any notice to the contrary, but the registration may be changed as provided in or permitted by this Master Trust Agreement. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond, including any interest on it, to the extent of the sum or sums so paid.

(b)Transfer and Exchange. So long as any Registered Bonds remain outstanding, the City will cause books for the registration and transfer of Registered Bonds (a Register), as provided in this Master Trust Agreement, to be maintained and kept at the designated corporate trust office of the Bond Registrar.

In all cases in which Registered Bonds are transferred or exchanged, the City shall cause to be signed, and the Bond Registrar or an Authenticating Agent shall authenticate and deliver, Bonds in accordance with the provisions of this Master Trust Agreement.

Unless otherwise provided in the applicable Bond Proceedings or Supplemental Trust Agreement, Registered Bonds may be exchanged, at the option of their Registered Owner, for Registered Bonds of the same series and of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Registered Bonds being exchanged. The exchange shall be made upon presentation and surrender of the Registered Bonds being exchanged at the designated corporate trust office of the Bond Registrar, together with a written request therefor duly signed by the Registered Owner or its duly authorized attorney in any form that shall be satisfactory to the Bond Registrar.

Unless otherwise provided in the applicable Bond Proceedings or Supplemental Trust Agreement, a Registered Bond may be transferred only upon the Register, upon its surrender at the designated corporate trust office of the Bond Registrar, together with an assignment duly executed by the Registered Owner or its duly authorized attorney in such form as is satisfactory to the Bond Registrar. Upon the transfer of any Registered Bond and on request of the Bond Registrar, the City shall cause to be signed, and the Bond Registrar shall authenticate and deliver, the signed new Registered Bond or Bonds of the same series in the name of the transferee as the Registered Owner, in any Authorized Denomination or Denominations permitted by the applicable Bond Proceedings, in an aggregate principal amount equal to the unmatured and unredeemed principal amount of the Predecessor Bond, and bearing any interest at the same rate (or determined in the same manner) and maturing on the same date or dates as the Predecessor Bond.

All Bonds issued upon any transfer or exchange of Bonds shall be valid special obligations of the City, evidencing the same debt, and entitled to the same benefits under the Trust Agreement, as the Bonds surrendered upon transfer or exchange. Except as may otherwise be provided in the Bond Proceedings or Supplemental Trust Agreement as to the series of Bonds authorized thereunder, the City and the Bond Registrar:

(i)Shall not be required to make any transfer or exchange of any Bond then subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption and ending at the close of

business on the day of the mailing, or of any Bond so selected for redemption in whole or in part.

(ii)Shall make the transfer or exchange without charge, except that the City and the Bond Registrar may make a charge sufficient to reimburse them for any tax, excise or governmental charge required to be paid with respect to the transfer or exchange, which charge shall be paid before a new Bond is delivered.

For purposes of this Section, the "designated corporate trust office" of the Bond Registrar shall be its corporate trust office designated in the applicable Bond Proceedings.

(c)Variation of Provisions. The provisions of this Section 2.08 may be varied as to all or portions of Registered Bonds of a series by the applicable Bond Proceedings, including varied provisions relating to Bonds in a book entry system.

. If any Bond is mutilated, lost, wrongfully taken or destroyed (for ease of reference, referred to in this Section as a "*lost Bond*"), in the absence of written notice to the City or the Bond Registrar that the lost Bond has been acquired by a bona fide purchaser, the City shall cause to be executed and the Bond Registrar shall cause to be authenticated a new Bond of like date, maturity, denomination and series, and bearing any interest at the same rate (or determined in the same manner), as that lost Bond.

In the case of a mutilated Bond, the mutilated Bond shall first be surrendered to the Bond Registrar. In case of a lost, wrongfully taken or destroyed Bond, there first shall be furnished to the City and the Bond Registrar evidence of the loss, wrongful taking or destruction satisfactory to the Bond Registrar, together with indemnity satisfactory to the Bond Registrar.

If the lost Bond has matured, instead of issuing a new Bond the City may pay, or may direct the Trustee to pay, the Bond without surrender or issuance of a new Bond upon the furnishing of the evidence and, if applicable, satisfactory indemnity as in the case of issuance of a new Bond.

The City and the Bond Registrar may charge the holder of the applicable Bond for reasonable fees and expenses, including legal fees and printing expenses, in connection with actions pursuant to this Section.

Every new Bond issued pursuant to this Section by reason of any Bond being mutilated, lost, wrongfully taken or destroyed shall constitute, consistent with the provisions of the Predecessor Bond, an additional contractual obligation of the City, whether or not the predecessor Bond shall be found at any time, and shall be entitled to all of the benefits of the Trust Agreement equally and proportionately with any and all other Bonds issued and outstanding under the Trust Agreement, provided that nothing in this paragraph shall limit the authority and right of the City or the Bond Registrar to exercise its rights under the indemnity furnished at the time of issuance of a new Bond or payment of a Bond without surrender. Any new Bond issued pursuant to this Section may contain or have imprinted or stamped on it a statement to the effect, or a symbol indicating, that it is issued to replace a lost Bond.

All Bonds shall be held and owned on the express condition that the provisions of this Section are exclusive with respect to the replacement or payment of lost Bonds and, to the extent permitted by law, shall preclude any and all other rights or remedies, notwithstanding any law or statute to the contrary now in effect or hereafter enacted with respect to the replacement or payment of negotiable instruments or investment securities or other securities without their surrender.

The Bond Registrar shall promptly advise in writing the Trustee (if other than the Bond Registrar) and any other Authenticating Agents or Paying Agents for the applicable series of the issuance of any new Bonds or the payment of any matured Bond pursuant to this Section.

. Unless otherwise provided by the applicable Bond Proceedings, any Bond surrendered for the purpose of payment or retirement, or for transfer or exchange, or for replacement or payment pursuant to Section 2.09, shall be canceled upon surrender to the Trustee, the Bond Registrar, an Authenticating Agent or any Paying Agent. Any Bond so canceled by any Bond Registrar, Authenticating Agent or a Paying Agent other than the Trustee shall be promptly transmitted by the Bond Registrar, Authenticating Agent or Paying Agent to the Trustee. Upon request, certification of such surrender and cancellation shall be provided to the City by the Trustee.

The City at any time may deliver to the Trustee for cancellation any Bonds previously authenticated and delivered under this Master Trust Agreement, which the City may have acquired in any manner whatsoever. All Bonds so delivered shall be canceled promptly by the Trustee.

Unless otherwise directed by the City, canceled Bonds shall be retained and stored, or microfilm copies made and retained, by the Trustee for a period of at least six years after their cancellation. Those canceled Bonds may be destroyed by the Trustee by shredding or incineration six years after their cancellation, or if microfilmed, six months after their cancellation, or at any earlier time directed by the City. Upon request, certification of any destruction of canceled Bonds, describing the manner of destruction, shall be provided by the Trustee to the City.

. Notwithstanding any other provision of this Master Trust Agreement or of any Bond to the contrary, with the approval of the City the Trustee may, upon the written request of the Registered Owner of any Registered Bond, enter into an agreement with that Registered Owner providing for payments to that Registered Owner of Bond Service Charges on that Registered Owner's Bond or Bonds, or any portion of them, other than any payment of the entire unpaid principal amount of a Bond, at a place and in a manner (including the wire transfer of federal funds or other form of transmittal) other than as provided elsewhere in this Master Trust Agreement or in the applicable Bond Proceedings, and other than in the case of principal or premium, without prior presentation or surrender of the Bond, upon any conditions satisfactory to the Trustee and the City. That payment in any event shall be made to the person who is on these dates the Registered Owner: (i) as to principal or premium, on the date that principal or premium is due, and (ii) as to interest, on the applicable Regular or Special Record Date. The Trustee will furnish a copy of each of those agreements to any other Bond Registrar and to all other Authenticating Agents or Paying Agents for the applicable Bonds, and to the City. Any

payment of Bond Service Charges pursuant to such an agreement shall constitute payment of those Bond Service Charges pursuant to, and for all purposes of, this Master Trust Agreement.

All expenses incurred by the Trustee as a result of any such special agreement, other than any agreement with a Depository entered into in connection with the original issuance and delivery of a series of Bonds, shall constitute Extraordinary Expenses to the extent those expenses exceed the expenses that would have been incurred by the Trustee in the absence of that agreement and to the extent that provision is not made in that agreement for payment of those expenses by the Registered Owner entering into that agreement with the Trustee.

. If a Bond is not presented for payment when due in whole or in part, whether at maturity, prior redemption or otherwise, or a check for interest is uncashed, and if moneys for the purpose of paying and sufficient to pay the amount involved have been made available to the Trustee for the benefit of the Bondholder, all liability of the City to that holder for that payment shall thereupon cease and be discharged completely, and it shall thereupon be the duty of the Paying Agents to hold those moneys in trust, without liability for interest on them, for the exclusive benefit of that holder. Subject to the provisions of this Section, that Bondholder (and successive owners of that Bond) shall thereafter be restricted exclusively to those moneys for any claim of whatever nature on that Bondholder's part under this Master Trust Agreement or on or with respect to that amount then due on that Bond or that check.

Any moneys so held by the Paying Agents and remaining unclaimed by the holder (or successive holders) of that Bond, for a period of three years after the date on which that Bond became payable as provided above or on which that check was issued, shall upon request in writing by the City be paid to the City and thereafter the holder (or successive holders) of that Bond shall look only to the City for payment and then only to the amounts so received by the City without any interest on those amounts, and the Paying Agents and Trustee shall have no further responsibility with respect to those moneys.

The moneys paid to the City pursuant to this Section shall be credited to a special subaccount in the Bond Service Fund. The Director of Finance shall keep a record of the amounts with respect to each series of Bonds, and to Bonds of such series, so deposited in the special subaccount, and moneys in that subaccount shall be applied to payment of Bond Service Charges on the Bonds with respect to which such moneys are transferred to the City. Investment income from moneys in that subaccount shall be credited to the general portion of the Bond Service Fund.

(End of Article II)

ARTICLE III

PRIOR REDEMPTION OF BONDS

. Each series of Bonds shall be subject to redemption prior to maturity to the extent, at such times and in the manner provided in this Master Trust Agreement and the related Supplemental Trust Agreement.

(a)Mandatory Sinking Fund Redemption. Except as provided in the applicable Bond Proceedings, any Term Bonds of a series shall be subject to mandatory redemption in part by lot pursuant to Mandatory Sinking Fund Redemption Requirements at a redemption price of 100% of the principal amount redeemed, plus interest accrued to the redemption date, on the dates specified in the Bond Proceedings for the series.

The aggregate of the amounts to be deposited in the Bond Service Fund pursuant to Section 5.01 hereof shall include amounts sufficient to redeem any Bonds subject to mandatory redemption pursuant to Mandatory Sinking Fund Redemption Requirements. The Trustee, on behalf of the City, shall cause such Bonds to be redeemed in the manner provided in this Article III on each mandatory redemption date in the aggregate principal amount set forth in the Trust Indenture.

The City shall have the option to deliver to the Trustee for cancellation any Bonds subject to Mandatory Sinking Fund Redemption Requirements in any aggregate principal amount and to receive a credit against any Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City for Term Bonds of the same series, maturity and interest rate. That option shall be exercised by the City, on or before the 45th day preceding the applicable mandatory redemption date, by furnishing the Trustee a certificate, signed by an Authorized Officer setting forth the extent of the credit to be applied and the Mandatory Sinking Fund Redemption Requirement to be credited. The Term Bonds upon which that certificate is based shall be delivered to the Trustee for cancellation on the applicable mandatory redemption date. If the certificate is not timely furnished to the Trustee or the Term Bonds are not so delivered, the Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of a series of Bonds shall be received by the City for any Term Bonds of the same series, maturity and interest rate, which prior thereto have been redeemed (other than through the operation of the Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Trustee, to the extent not applied theretofore as a credit against any redemption obligation.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Trustee at 100% of the principal amount thereof against the designated or then current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) for Term Bonds of the same series, maturity and interest rate as the Term Bonds so delivered, redeemed, purchased or canceled. Any excess of that amount over the designated or then current Mandatory Sinking Fund Redemption Requirement shall be credited against subsequent mandatory redemption obligations in the order directed by the City.

(b)Optional Redemption. Any Bonds of a series may be subject to redemption by and at the option of the City, in whole or in part, on or after any date specified in the applicable Bond Proceedings for that series of Bonds, and at a redemption price specified in those Bond Proceedings.

To exercise any right of optional redemption, the City shall give written notice to the Trustee of its election to redeem and of the redemption date and the principal amount to be redeemed and shall pay to the Trustee on or prior to the redemption date, funds that, in addition to any other money available therefor and held by the Trustee, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Bonds for which notice of redemption is to be given. That notice shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee.

. Unless otherwise provided in the applicable Bond Proceedings for a series of Bonds, if fewer than all of the Outstanding Bonds of a series that are stated to mature on different dates or bear different interest rates are called for redemption at one time, those Bonds that are called shall be called as designated by the Director of Finance without regard to the order of the maturities of or interest rates on the Bonds of that series to be redeemed. If fewer than all of the Bonds of a single maturity and interest rate of a series are to be redeemed, the selection of Bonds to be redeemed, or portions thereof in Authorized Denominations thereof, shall be made by lot in any manner that the Trustee may determine; provided, however, that, if Bonds subject to mandatory sinking fund redemption are called for optional redemption, the credit to the Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory sinking fund redemption obligation) of the City shall be designated by the Director of Finance. If Bonds of a series are to be selected for mandatory redemption and for optional redemption on the same date, the Trustee or its designee shall first select the Bonds to be redeemed pursuant to optional redemption. In the case of a partial redemption of Bonds by lot when Bonds of Authorized Denominations greater than the minimum Authorized Denomination are then Outstanding, each minimum Authorized Denomination thereof shall be treated as though it were a separate Bond of the minimum Authorized Denomination. If it is determined that one or more, but not all of the minimum Authorized Denominations represented by a Bond are to be called for redemption, then upon notice of redemption of a minimum Authorized Denomination the Holder of that Bond shall surrender the Bond to the Trustee (a) for payment of the redemption price of the minimum Authorized Denomination called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the Holder thereof, of a new Bond or Bonds of the same series, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date or dates as, the Bond surrendered.

. Unless otherwise provided in the applicable Bond Proceedings for a series of Bonds, the notice of the call for redemption of Bonds of a series shall identify (a) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (b) the redemption price to be paid, (c) the date fixed for redemption, and (d) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Trustee on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the Holder of each Bond subject to redemption in whole

or in part at the Holder's address shown on the Register on the 15th day preceding that mailing; provided that any failure to receive notice by mailing, and any defect in that notice, as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond.

So long as all Bonds are held under a book entry system by the Depository, call notice shall be sent by the Trustee only to the Depository or its nominee. Selection of book entry interests in the Bonds called, and notice of the call to the owners of those interests called, is the responsibility of the Depository (or any successor securities depository) pursuant to its rules and procedures, and of its Participants and indirect participants. Any failure of the Depository (or any successor securities depository) to advise any Participant, or of any Participant or any indirect participant to notify the owner of a book entry interest, of any such notice and its content or effect shall not affect the validity of any proceedings for the redemption of any Bonds.

. Notice having been mailed in the manner provided in the first paragraph of Section 3.03 hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price plus accrued interest to the redemption date.

If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with any interest accrued thereon to the redemption date, is held by the Trustee or any other Paying Agents on the redemption date, so as to be available therefor on that date and, if notice of redemption shall have been mailed in the manner provided in the first paragraph of Section 3.03 hereof, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If that money shall not be so available on the redemption date, or that notice shall not have been mailed as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

All money deposited in the Bond Service Fund and held by the Trustee or a Paying Agent for the redemption of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds or to the City pursuant to Section 2.12 hereof in the absence of such presentation.

. A conditional notice of redemption may be given pursuant to Section 3.03. The Bonds to which such conditional notice pertains shall be deemed Outstanding until the conditions to such redemption have been satisfied, whereupon the notice shall become irrevocable. If a conditional notice of redemption has been given, the failure of the City to make funds available in whole or in part on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give notice to the affected Holders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding. Any extraordinary costs incurred by the Trustee in connection with a rescission of a redemption shall be paid by the City.

. The provisions of this Article III, insofar as they apply to issuance of any series of Bonds, may be varied by the related Supplemental Trust Agreement.

(End of Article III)

ARTICLE IV

REPRESENTATIONS, COVENANTS AND AGREEMENTS OF THE CITY

The City represents and warrants that:

(i)Authorization. It is duly authorized by the Act and the Bond Legislation to issue the Bonds, to execute and deliver this Master Trust Agreement and to provide the security for payment of the Bond Service Charges in the manner and to the extent set forth in this Master Trust Agreement.

(ii)Actions. All actions required on its part to be performed for the execution and delivery of this Master Trust Agreement have been or will be taken.

(iii)Special Obligations. The Bonds will be valid and binding special obligations of the City according to their terms.

(b)In addition to other covenants and agreements of the City contained elsewhere in the Bond Proceedings, which are hereby incorporated into this Master Trust Agreement by this reference, the City covenants and agrees with the holders and the Trustee as follows:

(i)Payment of Bond Service Charges. The City will pay, or cause to be paid, all Bond Service Charges solely from the sources provided, on the dates, at the places and in the manner provided in, this Master Trust Agreement and the applicable Bond Proceedings.

(ii)Performance of Covenants and Trust Agreements. The City will observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under this Master Trust Agreement, the Bond Legislation and the Bonds that are signed, authenticated and delivered under this Master Trust Agreement, and under all proceedings of its Council pertaining thereto.

(iii)Register. At reasonable times and under reasonable regulations established by the Bond Registrar, the Register may be inspected and copied by the Trustee, by the City, and by holders (or designated representative of the holders) of 25% or more in Aggregate Outstanding Principal Amount of the Bonds.

(iv)Enforcement of City Obligations. Each obligation of the City required to be undertaken pursuant to the Bond Legislation, this Master Trust Agreement and the Bonds is enforceable by mandamus and is binding upon the City, and upon each officer or employee thereof as from time to time may have the authority under law to take any action on behalf of the City that may be necessary to perform all or any part of that obligation, as a duty of the City and of each of those officers and employees resulting from an office, trust, or station within the meaning of Section 2731.01 of the Ohio Revised Code providing for enforcement by writ of mandamus.

(v)Future Action. The City will, at any and all times, cause to be done all such further acts and things and cause to be signed and delivered all such further instruments as may be necessary to carry out the purpose of the Bonds and any Bond Legislation.

(vi)Recordation. The City will record, register, file and renew the Trust Agreement and all such documents as may be required by law in order to maintain the lien of the Trust Agreement, all in such manner, at such times and in such places as may be required by law in order fully to preserve and protect the security for the Bonds and the rights of the Trustee. The City will pay all recording fees incident to the recording of the Trust Agreement, and will comply with all requirements of law affecting the due recording, filing and refiling of the Trust Agreement, and will do whatever else may be necessary in order to perfect and continue the lien of the Trust Agreement upon the property assigned hereunder or intended so to be

(vii)Inspection. All books, instruments and documents in the City's possession relating to the Bonds and the Pledged Revenues shall be open to inspection at all times during the City's regular business hours by any accountants or other agents of the Trustee or the Holders which the Trustee or such Holders may designate from time to time

. (a) The City shall retain the Calculation Agent and cause it to determine, as part of its semiannual report (the "Administrator's Semiannual Report"), (i) the total amount of Statutory Service Payments and Minimum Service Payments received by the City in the first half and/or second half settlements, as the case may be, from the Montgomery County Treasurer in that collection year, (ii) the amounts required to be paid pursuant to the TIF Statute and the TIF Ordinance to any other taxing authority, including but not limited to, the Huber Heights City School District and the Miami Valley Career Technology Center for that collection year, (iii) the estimated amount of Administrative Costs for that collection year, (iv) the amounts of Pledged Net Statutory Service Payments and Minimum Service Payments then held by the Trustee, (v) amount of Bond Service Charges coming due on the next succeeding Interest Payment Date, (vi) the amount held by the Trustee for the payment of capitalized interest on the next succeeding Interest Payment Date, and (vii) the amount of Pledged Net Statutory Service Payments and Minimum Service Payments required to be transferred to the Trustee for the payment of Bond Service Charges and Administrative Costs on the next succeeding Interest Payment Date (the "Required Transfer Amount"). The Calculation Agent shall deliver to the City and the Trustee by no later than (i) April 15 and October 15 of each calendar year, commencing April 15, 2026, or (ii) five business days following the Calculation Agent's receipt of the amount of Net Statutory Service Payments and Minimum Service Payments received by the City.

(b) Annually, the Calculation Agent will calculate the amount of Minimum Service Payments required for the payment of Bond Service Charges and Administrative Costs coming due in the following collection year in accordance with Section 7.5(b) of the Development Agreement and the Declaration attached thereto (the "MSP Amounts"), and will provide such calculations in a report to the City by _____, commencing _____, 20__. Upon receipt of the calculation of the MSP Amounts from the Calculation Agent and no later than September 1 of each year, the City shall make any corrections it deems necessary to the MSP Amounts and certify them to the Montgomery County Auditor for collection on the real property tax bills for that tax year (i.e., the succeeding collection year).

(c) The City, promptly upon receipt of the Net Statutory Service Payments and Minimum Service Payments, shall deposit such Net Statutory Service Payments and Minimum Service Payments in the Canal Heights Municipal Public Improvement Tax Increment Equivalent Fund and maintain a separate accounting of said payments. Not later than [May 15] and [November 15] of each year, the City shall transfer to the Trustee for deposit in the Revenue Fund the Required Transfer Amount. Notwithstanding anything to the contrary contained in this Section, with respect to the semiannual Required Transfer Amount made by the City to the Trustee, the City shall in no event be required to transfer as the Required Transfer Amount an aggregate amount greater than the amount of Pledged Net Statutory Service Payments and Minimum Service Payments actually received by the City in the first half or second half settlements, as applicable, in that collection year.

(End of Article IV)

ARTICLE V

FUNDS AND PAYMENTS

. The Funds and accounts described in this Section are established or referred to in the General Bond Ordinance and are designated as indicated. Each Fund is to be maintained in the custody of the City or the Trustee, as indicated, as a separate account (except when invested in Eligible Investments). The Funds and accounts are:

- Project Fund
- Revenue Fund
- Bond Service Fund
- Bond Reserve Fund
- Rebate Fund

The ***Project Fund*** is created and maintained in the custody of the Trustee as a trust fund separate and distinct from all other funds and designated the "City of Huber Heights, Ohio – Canal Heights Incentive District – Project Fund". At the direction of the City, the Trustee shall establish separate accounts in the Project Fund for the deposit of the proceeds of the subsequent issue of Additional Bonds in accordance with this Section for series of Bonds issued to pay the Costs of Public Improvements constructed pursuant to the Development Agreement.

Pending disbursement, the moneys and Eligible Investments to the credit of the Project Fund shall constitute a part of the Pledged Revenues. The Trustee shall disburse money in the Project Fund to or at the direction of the City to pay the Costs of Public Improvements, as directed in writing by an Authorized Officer pursuant to a Disbursement Request in the form included as Exhibit A hereto.

The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and all disbursements therefrom. If requested by the City, the Trustee shall file copies of the records pertaining to the Project Fund and disbursements therefrom with the City.

The ***Revenue Fund*** is created by the City and ordered maintained as a separate deposit account in the custody of the Trustee a trust fund designated the "City of Huber Heights, Ohio – Canal Heights Incentive District - Revenue Fund." Pursuant to Section 7.6 of the Development Agreement and in accordance with the calculation provided by the Calculation Agent pursuant to Section 4.02 herein, the City shall cause all Pledged Revenues not deposited in the Project Fund to be deposited into the Revenue Fund in accordance with Section 4.02 herein. On the business day immediately preceding each Interest Payment Date, the Trustee shall transfer money on deposit in the Revenue Fund in the following order of priority:

(1)to the Trustee, an amount equal to the Trustee's fees and expenses then due and payable in accordance with this Master Trust Agreement and the fees and expenses of the Calculation Agent.

(2)to the Rebate Fund, the amount required pursuant to this Section under ***Rebate Fund***.

(3)to the Bond Service Fund, the amount sufficient to pay Bond Service Charges on the Bonds and due on the Interest Payment Date occurring the following business day.

(4)to the Bond Reserve Fund, the amount sufficient, if applicable, to restore the balance in the Bond Reserve Fund to the Required Reserve, provided that no such deposit shall be made from Bond proceeds.

The ***Bond Service Fund*** shall be maintained in the custody of the Trustee as a trust fund and shall be used, subject to Section 7.05, solely for the payment of Bond Service Charges. The Bond Service Fund and the moneys and Eligible Investments therein shall be used solely and exclusively for the payment of Bond Service Charges as they become due. The Trustee shall transmit to the applicable Paying Agent from moneys in the Bond Service Fund amounts sufficient to make timely payments of Bond Service Charges on the Bonds then due and payable without further direction of the Authorized Officer.

If money on deposit in the Bond Service Fund (including deposits from amounts held in the Bond Reserve Fund as provided herein) is not sufficient to pay all Bond Service Charges due on the Bonds on each Interest Payment Date, the Trustee shall apply any money on deposit in the Bond Service Fund to the payment of Bond Service Charges on those Bonds on a pro rata basis in accordance with their respective Bond Service Charges then due and shall notify the City of such application of funds.

The ***Bond Reserve Fund*** shall be maintained in the custody of the Trustee as a trust fund and shall be used, subject to Section 7.05, solely for the payment of Bond Service Charges. If a Required Reserve has been designated for a series of Bonds, the related Supplemental Trust Agreement shall either (a) create a separate account within the Bond Reserve Fund or (b) designate a previously created account within the Bond Reserve Fund, if permitted, for the deposit of the Required Reserve. Moneys from the appropriate account in the Bond Reserve Fund shall be paid to the Bond Service Fund, to the extent necessary from time to time to permit the timely payment of the applicable Bonds payable from the Bond Service Fund. In the event that moneys in the Bond Service Fund are insufficient on any Interest Payment Date to pay Bond Service Charges due on such date, the Trustee shall withdraw from the Bond Reserve Fund the moneys necessary to make up the deficiency and shall transfer those moneys to the Bond Service Fund. The Trustee shall transfer amounts on deposit in the Bond Reserve Fund in excess of the Required Reserve to the Revenue Fund without further direction from the City prior to the application of amounts on deposit in the Revenue Fund as provided above under *Revenue Fund*. The City may direct the Trustee to apply amounts on deposit in the Bond Reserve Fund to the purchase or redemption of Bonds if, upon giving effect to such purchase or redemption, no Bonds will remain Outstanding. Upon the issuance of Additional Bonds for the purpose described in Section 2.05(a)(iii), the City may direct the Trustee to retain such amount in the Bond Reserve Fund up to the amount of any applicable Required Reserve for such Additional Bonds.

Notwithstanding the foregoing Bond Reserve Fund provisions of this Section, in lieu of any required deposits of cash or Eligible Investments into the Bond Reserve Fund or in substitution for any cash or Eligible Investments on deposit in the Bond Reserve Fund, the City may cause the Required Reserve for any series of Bonds to be provided in whole or in part by an appropriate Credit Support Instrument.

Any amounts in excess of the Required Reserve created by virtue of a deposit of a Credit Support Instrument into an account of the Bond Reserve Fund shall be transferred, at the City's option, to the Bond Service Fund and allocated to the accounts in that Fund which relate to the series of Bonds in respect of which the Credit Support Instrument was originally provided.

The ***Rebate Fund*** is created and maintained in the custody of the Trustee as a separate trust fund to be designated "City of Huber Heights, Ohio – Canal Heights Incentive District – Rebate Fund." At the direction of the City, the Trustee shall establish separate accounts in the Rebate Fund for each series of Bonds in accordance with this Section. Moneys in the Rebate Fund shall be used solely for the payment of Rebate Amounts to the United States. The Rebate Fund is not pledged to the payment of Bond Service Charges, but is held for the benefit of the federal government and shall be clear of any lien created by this Master Trust Agreement. The City shall take any and all actions necessary to assure compliance with Section 148(f) of the Internal Revenue Code, as amended, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds.

The Trustee shall withdraw such amounts from the Rebate Fund (and if such amounts on deposit in the Rebate Fund are insufficient then from the Revenue Fund) as necessary to make any required rebate payments on the Bonds, and pay such amounts to the federal government; provided that the Trustee shall have first received (i) written direction from the City, identifying the amount to be withdrawn from the Rebate Fund (and if such amounts on deposit in the Rebate Fund are insufficient then from the Revenue Fund), as applicable; (ii) written direction from the City as to the manner in which such amounts should be paid to the federal government; and (iii) an opinion of Bond Counsel to the effect that such withdrawals and rebate payments are required by Section 148(f) of the Internal Revenue Code and the tax compliance certificate or agreement for the Bonds.

Section V.07 Application of Project Fund.

(a)Subject to the provisions below, disbursements from the Project Fund shall be made only to pay for Costs of Public Improvements to be financed with the proceeds of Bonds (or, to the extent applicable, financed with the proceeds of other Obligations the Bonds are to refund or retire).

(b)If any money remains in the account in the Project Fund created for the proceeds of a series of Bonds after completion of the construction of the Public Improvements and payment, or provision for payment, in full of the Costs of the Public Improvements to be financed with the proceeds of that series of Bonds has been made, then such money shall be used promptly, unless otherwise provided in the applicable Bond Proceedings, for one or more of the following purposes at the direction of an Authorized Officer: (i) payment of interest as it becomes due on that series of Bonds until all such excess amount is so used; or (ii) deposit into the Bond Service

Fund for payment of Bond Service Charges on that series of Bonds. Any money remaining in an account in the Project Fund for Costs of Public Improvements after completion of the particular Public Improvements shall be invested in such manner as not to adversely affect the exclusion of the interest on any Bonds from the gross income of the holders of those Bonds.

. Any amounts remaining in the Special Funds (i) after all Bonds shall be paid and discharged under the provisions of this Master Trust Agreement, and (ii) after payment of all fees, charges and expenses of the City and the Trustee, including counsel fees and expenses, and of any Registrar and Paying Agent and of all other amounts required to be paid under this Master Trust Agreement, shall be paid to the City. Except as specifically and expressly provided herein with respect to amounts remaining in the Special Funds after all required transfers and payments therefrom, the City has no interest whatsoever in the Special Funds or the deposits or investments therein.

Section V.09 Investment of Funds.

(a)Money in the Project Fund, Revenue Fund, Bond Service Fund and the Bond Reserve Fund shall be invested and reinvested by the Trustee in Eligible Investments at the oral (confirmed in writing) or written direction of the Director of Finance. In the absence of such direction, all funds held by the Trustee shall be held uninvested in cash, without liability for interest. The Trustee may conclusively rely upon the Director of Finance's written instructions as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Eligible Investments. Those investments shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary at the best prices then reasonably available to provide money to pay Bond Service Charges as they become due at stated maturity or pursuant to any Mandatory Sinking Fund Redemption Requirements. Money in the Bond Reserve Fund may be invested and reinvested only in obligations that mature or are redeemable within than five years from the date of purchase. Subject to any directions from the Director of Finance with respect thereto, from time to time the Trustee may sell those investments and reinvest the proceeds from those investments in Eligible Investments maturing or redeemable as required under this Subsection (a). The Trustee shall sell or redeem investments credited to the Bond Service Fund and to the Bond Reserve Fund to produce sufficient money at the times required for the purpose of paying Bond Service Charges when due, and shall do so without necessity for any order on behalf of the City and without restriction by reason of any order.

(b)An investment made from money credited to any Fund shall constitute part of that Fund and each Fund shall be credited with all proceeds of sale and income from the investment of money credited to it. Any investments constituting Eligible Investments may be purchased from or sold to the Trustee, the Bond Registrar, an Authenticating Agent or a Paying Agent, or any bank, trust company or savings and loan association affiliated with any of the foregoing.

(c)At no time shall the City direct the Trustee that any funds constituting gross proceeds of any series of Bonds, which are issued and sold as obligations to which Section 103 of the Code applies, be used or invested in any manner as would constitute failure of compliance with Section 148 of the Code.

Section V. Valuation.

(a)For the purpose of determining the amount on deposit to the credit of any Fund or Account, the value of obligations in which money in that Fund or Account shall have been invested shall be computed by the Trustee or the City, as applicable, on a monthly basis, except as otherwise provided in this Section. The City acknowledges and agrees that the Trustee shall (i) only be required to report the value of any assets on statements, books, and records according to the price provided by pricing services and sources reasonably relied upon by the Trustee, and (ii) not have any duty to independently value any asset or an obligation to report a value other than the price provided by pricing services and sources reasonably relied upon by Trustee.

(b)Neither the Trustee nor the City shall be responsible for any depreciation in the value of any investments or for any loss arising from investments, provided that those investments are Eligible Investments.

(c)The Trustee shall value the Eligible Investments in the Bond Reserve Fund on the 10th day of each quarter, commencing _____, 20__ and immediately upon any withdrawal from the Bond Reserve Fund. If as of any date on which the value of Eligible Investments in the Bond Reserve Fund is determined, the balance in any such account therein, including any Credit Support Instrument providing all or part of the applicable Required Reserve and accrued interest to the date of valuation, is less than the Required Reserve, the Trustee shall compute the amount by which the Required Reserve exceeds such balance and shall immediately give the City notice of such deficiency and the amount necessary to cure the same. If as of any such date the balance in any account of the Bond Reserve Fund, including accrued interest to the date of valuation, is more than the applicable Required Reserve, the Trustee shall transfer the excess amount as provided in Section 5.01 above under *Bond Reserve Fund*.

(d)The Trustee shall value the Eligible Investments in the Revenue Fund on the last day of each month.

(End of Article V)

ARTICLE VI

THE TRUSTEE AND REGISTRAR, PAYING AGENTS AND AUTHENTICATING AGENTS

. The Trustee accepts the trusts imposed upon it by this Master Trust Agreement, and agrees to observe and perform those trusts, but only upon and subject to the terms and conditions set forth in this Article, to all of which the parties hereto and the Holders agree.

(a)Prior to the occurrence of an "*Event of Default*" (as defined in Section 7.01) of which the Trustee has been notified, as provided in Section 6.02(f), or of which by that subsection the Trustee is deemed to have notice, and after the cure or waiver of all Events of Default that may have occurred,

(i)the Trustee undertakes to perform only those duties and obligations that are set forth specifically in this Master Trust Agreement, and no duties or obligations shall be implied to the Trustee;

(ii)in the absence of bad faith on its part, the Trustee may rely conclusively, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Master Trust Agreement; but in the case of any such certificates or opinions that by any provision hereof are required specifically to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Master Trust Agreement.

(b)In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified, or is deemed to have notice), the Trustee shall exercise those rights and powers vested in it by this Master Trust Agreement and shall use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(c)No provision of this Master Trust Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i)this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in subsection (a)(i) of this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in subsection (a)(ii) of this Section;

(ii)the Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts;

(iii)the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than 66-2/3% in principal amount of the Bonds then outstanding and relating to the time,

method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Master Trust Agreement; and

(iv)no provision of this Master Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d)Whether or not therein expressly so provided, every provision of this Master Trust Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 6.01.

. Except as otherwise provided in Section 6.01:

(a)The Trustee (i) may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees (but shall be answerable therefor only in accordance with the standard specified above), (ii) shall be entitled to the advice of counsel concerning all matters of trusts hereof and duties hereunder, and (iii) may pay reasonable compensation in all cases to all of those attorneys, agents, receivers and employees reasonably employed by it in connection with the trusts hereof and, subject to Section 6.03, shall be entitled to be reimbursed for those payments. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the City) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in good faith in reliance upon that opinion or advice.

(b)Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for:

(i)any recital in this Master Trust Agreement or in the Bonds,

(ii)the validity, priority, recording, rerecording, filing or refiling of this Master Trust Agreement or any Supplemental Trust Agreement, any lien or security interest created hereby or thereby, or any financing statement or amendment thereto in connection with any such lien or security interest;

(iii)any instrument or document of further assurance or collateral assignment or pledge,

(iv)the validity of the signing by the City of this Master Trust Agreement, any Supplemental Trust Agreement or instruments or documents of further assurance,

(v)the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or

(vi)the maintenance of the security hereof.

The Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, agreements or obligations on the part of the City under this Master Trust Agreement or any Supplemental Trust Agreement, except as set forth herein; but the Trustee may require of the City full information and advice as to the observance or performance of those covenants, agreements and obligations.

(c)The Trustee shall not be accountable for the application by the City of the proceeds of any Bonds authenticated or delivered hereunder.

(d)The Trustee shall be protected, in the absence of bad faith on its part, in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Master Trust Agreement upon the request or authority or consent of any person who is the Holder of any Bonds at the time of making the request or giving the authority or consent, shall be conclusive and binding upon all future Holders of the same Bond and of Bonds issued in exchange therefor or in place thereof.

(e)As to the existence or nonexistence of any fact for which the City may be responsible or as to the sufficiency or validity of any instrument, document, report, paper or proceeding, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the City by an Authorized Officer as sufficient evidence of the facts recited therein. Prior to the occurrence of a default or Event of Default hereunder of which the Trustee has been notified, as provided in subsection (f) of this Section, or of which by that paragraph the Trustee is deemed to have notice, the Trustee may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient; provided that the Trustee in its discretion may require and obtain any further evidence that it deems to be necessary or advisable; and provided further that the Trustee shall not be bound to secure any further evidence. The Trustee may accept a certificate of the Clerk to the effect that legislation has been enacted by the Council in the form recited in that certificate, as conclusive evidence that the legislation has been duly enacted and is in full force and effect.

(f)The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, except Events of Default described in subsections (a) and (b) of Section 7.01, unless a Responsible Officer or any individual in the Corporate Trust Department of the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Holders of at least 25% of the aggregate principal amount of Bonds then outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default, except as noted above.

(g)At any reasonable time, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives (i) may inspect and copy fully all books, papers and records of the City pertaining to the Bonds and (ii) may make any memoranda from and in regard thereto as the Trustee may desire.

(h)The Trustee shall not be required to give any bond or surety with respect to the execution of these trusts and powers or otherwise in respect of the premises.

(i)Notwithstanding anything contained elsewhere in this Master Trust Agreement, the Trustee may demand any showings, certificates, reports, opinions, appraisals and other information, and any corporate action and evidence thereof, in addition to that required by the terms hereof, as a condition to the authentication of any Bonds or the taking of any action whatsoever within the purview of this Master Trust Agreement, if the Trustee deems it to be desirable for the purpose of establishing the right of the City to the authentication of any Bonds or the right of any Person to the taking of any other action by the Trustee; provided that the Trustee shall not be required to make that demand.

(j)Before taking action hereunder pursuant to Section 6.04 or Article VII (with the exception of any action required to be taken under Section 7.02), the Trustee may require that a satisfactory indemnity bond be furnished to it by the City or the Holders for the reimbursement of all expenses (including reasonable counsel fees) that it may incur and to protect it against all liability by reason of any action so taken, except liability that is adjudicated to have resulted from its negligence or willful default.

(k)In the event that payment of principal of or interest on any Bonds is secured by any form of Credit Support Instrument, the Trustee will take such actions as require nominal expenditure of money by it to secure payment pursuant to the terms of such instrument.

(l)Unless otherwise provided herein, all money received by the Trustee under this Master Trust Agreement shall be held in trust for the purposes for which that money was received, until that money is used, applied or invested as provided herein; provided that such money need not be segregated from other money, except to the extent required by this Master Trust Agreement or by law. The Trustee shall not have any liability for interest on any money received hereunder, except to the extent expressly provided herein or agreed with the City.

(m)Anything in this Master Trust Agreement to the contrary notwithstanding, in no event shall the Trustee be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n)Any legislation of the Council and any opinions, certificates and other instruments and documents for which provision is made in this Master Trust Agreement, may be accepted by the Trustee, in the absence of bad faith on its part, as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

. The Trustee, the Registrar and any Paying Agents and Authenticating Agents shall be entitled to payment or reimbursement by the City for reasonable fees for their Ordinary Services rendered hereunder and for all advances and Ordinary Expenses reasonably and necessarily paid or incurred by them in connection with the provision of Ordinary Services. For purposes hereof, fees for Ordinary Services provided for by the respective standard fee schedule of each shall be considered reasonable. In the event that it should become necessary for any of them to perform

Extraordinary Services, they shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary Extraordinary Expenses incurred in connection therewith. The Trustee, the Registrar and any Paying Agents and Authenticating Agents shall not be entitled to compensation or reimbursement for Extraordinary Services or Extraordinary Expenses occasioned by their neglect or willful misconduct.

Without creating a default or an Event of Default hereunder, the City may contest in good faith the necessity for any Extraordinary Service and Extraordinary Expense and the reasonableness of any fee, charge or expense.

The reasonable fees for the respective services and charges of the Trustee, the Registrar and any Paying Agents and Authenticating Agents and reimbursement for all reasonable expenses of such parties shall be payable from the Pledged Revenues.

Any amounts payable to the Trustee, the Registrar or any Paying Agent or Authenticating Agent pursuant to this Section 6.03 shall be payable upon demand and shall bear interest from the date of demand therefor at a rate that is the rate announced by the Trustee in its lending capacity as a bank as its "prime rate" or "base rate" on the date of such demand.

. The Trustee may, but shall not be obligated to, intervene on behalf of the Holders, and shall intervene if requested to do so in writing by the Holders of at least 25% of the aggregate principal amount of Bonds then outstanding, in any judicial proceeding to which the City is a party and which in the opinion of the Trustee has a substantial bearing on the interests of Holders of the Bonds. The rights and obligations of the Trustee under this Section are subject to the approval of that intervention by a court of competent jurisdiction. The Trustee may require that a satisfactory indemnity bond be provided to it in accordance with Sections 6.01 and 6.02 before it takes action hereunder. The Trustee shall not have any obligation to monitor or take notice of any litigation to which the City is a party.

. Anything herein to the contrary notwithstanding,

(a)any corporation or association (i) into which the Trustee may be converted or merged, (ii) with which the Trustee or any successor to it may be consolidated or (iii) to which it may sell or transfer its assets and trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, *ipso facto*, shall be and become successor Trustee hereunder and shall be vested with all of the title to the whole property or trust estate hereunder; and

(b)that corporation or association shall be vested further, as was its predecessor, with each and every trust, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title and interest expressed or intended by this Master Trust Agreement to be exercised by, vested in or conveyed to the Trustee, without the signing or filing of any instrument or document or any further act on the part of any of the parties hereto.

Any successor Trustee, however, (i) shall be a trust company or a bank having the powers of a trust company, (ii) shall be in good standing within the State, (iii) shall be duly authorized to exercise trust powers within the State, (iv) shall be subject to examination by federal or State

authorities and (v) shall have an unimpaired reported capital and surplus of not less than $75,000,000.

. It is the purpose of this Master Trust Agreement that there shall be no violation of any law of any jurisdiction (including without limitation, the laws of the State) denying or restricting the right of banks or trust companies to transact business as trustees in that jurisdiction. It is recognized that (a) if there is litigation under this Master Trust Agreement or other instruments or documents relating to the Bonds, and in particular, in case of the enforcement hereof or thereof upon a default or an Event of Default, or (b) if the Trustee should deem that, by reason of any present or future law of any jurisdiction, it may not (i) exercise any of the powers, rights or remedies granted herein to the Trustee, (ii) hold title to the properties, in trust, as granted herein or (iii) take any action that may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an individual or additional institution as a coTrustee. The following provisions of this Section are adopted to these ends.

In the event that the Trustee appoints an individual or additional institution as a coTrustee, each and every trust, property, remedy, power, right, duty, obligation, discretion, privilege, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Master Trust Agreement to be exercised by, vested in or conveyed to the Trustee shall be exercisable by, vest in and be conveyed to that coTrustee, but only to the extent necessary for it to be so vested and conveyed and to enable that coTrustee to exercise it. Every covenant, agreement and obligation necessary to the exercise thereof by that coTrustee shall run to and be enforceable by it.

Should any instrument or document in writing from the City reasonably be required by the coTrustee so appointed by the Trustee for vesting and conveying more fully and certainly in and to that coTrustee those trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens, that instrument or document shall be signed, acknowledged and delivered, but not prepared, by the City. In case any coTrustee or a successor to it shall die, become incapable of acting, resign or be removed, all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of the coTrustee shall be exercised by, vest in and be conveyed to the Trustee, to the extent permitted by law, until the appointment of a successor to the coTrustee.

. The Trustee may resign at any time from the trusts created hereby by giving prior written notice of the resignation to the City, the Registrar, any Paying Agents and Authenticating Agents and the Original Purchaser of each series of Bonds then outstanding and by mailing written notice of the resignation to the Holders as their names and addresses appear on the Register at the close of business three days prior to the mailing. The resignation shall take effect only upon the appointment of a successor Trustee, the acceptance by the successor Trustee of the duties of the Trustee under this Master Trust Agreement.

. The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the City, the Registrar, any Paying Agents and Authenticating Agents and signed by or on behalf of

the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding.

The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Holders of not less than 20% in aggregate principal amount of the Bonds then outstanding under this Master Trust Agreement.

Any removal of a Trustee under this Master Trust Agreement shall take effect only upon the appointment of a successor Trustee, the acceptance by the successor Trustee of the duties of the Trustee under this Master Trust Agreement.

. If (i) the Trustee shall resign, shall be removed, shall be dissolved or shall become otherwise incapable of acting hereunder, (ii) the Trustee shall be taken under the control of any public officer or officers, (iii) a receiver shall be appointed for the Trustee by a court or (iv) the Trustee shall have an order for relief entered in any case commenced by it or against it under federal bankruptcy laws or commence a proceeding under any federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days, then a successor Trustee shall be appointed by the City. If a successor Trustee is not so appointed within ten days after (a) a notice of resignation or an instrument or document of removal is received by the City, as provided in Sections 6.07 and 6.08, respectively, or (b) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting, a receiver is appointed or any of the circumstances described in clause (iv) above occur, in each case, as provided above, then the Holders of a majority in aggregate principal amount of Bonds then outstanding (excluding Bonds then held or owned by the City) may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the occurrence of an event described in clause (a) or (b) above, the Holder of any Bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court thereupon may appoint, after such notice, if any, as such court may deem proper and prescribe, a successor Trustee.

Every successor Trustee appointed pursuant to this Section (i) shall be a trust company or a bank having the powers of a trust company, (ii) shall be in good standing within the State, (iii) shall be duly authorized to exercise trust powers within the State, (iv) shall be subject to examination by federal or state authorities, (v) shall be willing to accept the trusteeship under the terms and conditions of this Master Trust Agreement and (vi) shall have an unimpaired reported capital and surplus of not less than $75,000,000.

Every successor Trustee appointed hereunder shall sign, and acknowledge and deliver to its predecessor and the City, an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor Trustee shall become vested with all of the trusts, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands,

causes of action, immunities, estates, titles and interests of its predecessor. Upon the written request of its successor or the City, the predecessor Trustee (i) shall sign and deliver an instrument or document transferring to its successor all of the trusts, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles and interests of it as the predecessor Trustee hereunder and (ii) shall take any other action necessary to duly assign, transfer and deliver to its successor all property and records (including, without limitation, all money) held by it as Trustee. Should any instrument or document in writing from the City be requested by any successor Trustee for vesting and conveying more fully and certainly in and to that successor the trusts, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles and interests vested or conveyed or intended to be vested or conveyed hereby in or to the predecessor Trustee, the City shall sign, acknowledge and deliver that instrument or document.

In the event of a change in the Trustee, the predecessor Trustee shall cease to be custodian of any money that it may hold pursuant to this Master Trust Agreement and shall cease to be Registrar, an Authenticating Agent and a Paying Agent for any of the Bonds, to the extent it served in any of those capacities. The successor Trustee shall become custodian and, if applicable, Registrar, an Authenticating Agent and a Paying Agent.

. In case any of the Bonds shall have been authenticated, but shall not have been delivered, any successor Trustee, Registrar or Authenticating Agent may adopt the certificate of authentication of any predecessor Trustee, Registrar or Authenticating Agent and may deliver those Bonds so authenticated as provided herein. In case any Bonds shall not have been authenticated, any successor Trustee, Registrar or Authenticating Agent may authenticate those Bonds either in the name of any predecessor or in its own name. In all cases, the certificate of authentication shall have the same force and effect as provided in the Bonds or in this Master Trust Agreement with respect to the certificate of authentication of the predecessor Trustee, Registrar or Authenticating Agent.

Section VI. Registrars.

(a)Succession. Anything herein to the contrary notwithstanding, any corporation or association (i) into which a Registrar may be converted or merged, (ii) with which a Registrar or any successor to it may be consolidated or (iii) to which it may sell or transfer all or substantially all of its assets, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, *ipso facto*, shall be and become the successor Registrar of that Registrar hereunder and shall be vested with each and every power, right, duty, obligation, discretion and privilege expressed or intended by this Master Trust Agreement to be exercised by or vested in the predecessor Registrar, without the signing or filing of any instrument or document or any further act on the part of any of the parties hereto.

(b)Resignation. A Registrar may resign at any time by giving written notice of its resignation specifying the date that resignation is to take effect, to the City, the Trustee, the Original Purchaser of each series of Bonds then outstanding for which it is Registrar, and to each Paying Agent and Authenticating Agent for those series of Bonds, at least 60 days before the resignation is to take effect. The resignation shall take effect immediately, however, upon the

appointment of a successor Registrar, if the successor Registrar is appointed and accepts that appointment before the time stated in the notice.

(c)Removal. The Registrar may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Registrar, with copies thereof mailed to the City and the Trustee, and signed by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding (excluding Bonds then owned or held by the City).

(d)Appointment of Successors. If (i) a Registrar shall resign, shall be removed, shall be dissolved or shall become otherwise incapable of acting hereunder, (ii) a Registrar shall be taken under the control of any public officer or officers, (iii) a receiver shall be appointed for a Registrar by a court, or (iv) a Registrar shall have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws or commence a proceeding under any federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days, then a successor Registrar shall be appointed by an Authorized Officer, with the written consent of the Trustee. If a successor Registrar is not so appointed within ten days after (a) a notice of resignation or an instrument or document of removal is received by the City or (b) the Registrar is dissolved, taken under control, becomes otherwise incapable of acting, a receiver is appointed or any of the circumstances described in clause (iv) occur, in each case, as provided in this Section 6.11, then the Trustee or the Holders of a majority in aggregate principal amount of Bonds then outstanding (excluding Bonds then owned by the City) may designate a successor Registrar by an instrument or document or concurrent instruments or documents in writing signed by the Trustee, or in the case of the Holders, by or on behalf of those Holders.

Every successor Registrar appointed hereunder shall sign and acknowledge, and shall deliver to its predecessor, the City and the Trustee, an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor Registrar shall become vested with all of the powers, rights, duties, obligations, discretions and privileges of its predecessor. Upon the written request of its successor or the City, a predecessor Registrar (i) shall sign and deliver an instrument or document transferring to its successor all of the powers, rights, duties, obligations, discretions and privileges of it as predecessor Registrar hereunder and (ii) shall take any other action necessary to duly assign, transfer and deliver to its successor all property and records (including, without limitation, the Register and any canceled Bonds) held by it as Registrar. Should any instrument or document in writing from the City be requested by any successor Registrar for vesting and conveying more fully and certainly in and to that successor the powers, rights, duties, obligations, discretions and privileges, vested or conveyed or intended to be vested or conveyed hereby in or to a predecessor Registrar, the City shall sign, acknowledge and deliver that instrument or document.

. The Trustee and any other Paying Agents designated in the Bond Legislation for a series of Bonds shall be Paying Agents for that series of Bonds. With the consent of the City, the Trustee may appoint, and upon the request of the City the Trustee shall appoint, a Paying Agent or Agents with power to act on its behalf and subject to its direction in the payment of Bond Service Charges on any series of Bonds. It is the responsibility of the Trustee to establish the duties and

responsibilities of any Paying Agent for the purposes of this Master Trust Agreement to the extent not specified herein.

Any agreement between the Trustee and a Paying Agent shall provide, without limitation, that such Paying Agent will (i) hold all amounts held by it for the payment of principal of or interest or any premium on Bonds in trust for the benefit of the Holders entitled thereto until such amounts shall be paid to such Holders or otherwise disposed of as herein provided, and (ii) at any time during the continuance of an Event of Default, upon the written request of the Trustee, forthwith pay to the Trustee all amounts so held in trust by such Paying Agent.

Any corporation or association with or into which any Paying Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which any Paying Agent shall be a party, or any corporation or association succeeding to the trust business of any Paying Agent, shall be the successor of that Paying Agent hereunder, if that successor corporation or association is otherwise eligible hereunder, without the signing or filing of any paper or any further act on the part of the parties hereto or the Paying Agent or that successor corporation or association.

Any Paying Agent may resign at any time by giving written notice of resignation to the Trustee, the Registrar and the City. The Trustee may terminate the agency of any Paying Agent at any time by giving written notice of termination to such Paying Agent, the Registrar and the City. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Paying Agent shall cease to be eligible under this Section, the Trustee may appoint a successor Paying Agent. The Trustee shall give written notice of appointment of a successor Paying Agent to the City and the Registrar and shall mail notice thereof, within 10 days after that appointment, to all Holders as their names and addresses appear on the Register on the date of that appointment.

The Trustee shall pay to any Paying Agent from time to time reasonable compensation as authorized in Section 6.03 for its services, and the Trustee shall be entitled to be reimbursed for such payments, subject to Section 6.03. The provisions of Section 2.08 and Section 6.02(d) shall be applicable to any Paying Agent.

. With the consent of the City, the Trustee may appoint, and upon the request of the City the Trustee shall appoint, an Authenticating Agent or Agents, in addition to the Registrar, with power to act on its behalf and subject to its direction in the authentication and delivery of Bonds in connection with transfers and exchanges under Sections 2.08 and 3.02. For all purposes of this Master Trust Agreement, the authentication and delivery of Bonds by an Authenticating Agent pursuant to this Section shall be deemed to be authentication and delivery of those Bonds by the Trustee.

Any corporation or association with or into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party, or any corporation or association succeeding to the trust business of any Authenticating Agent, shall be the successor of that Authenticating Agent hereunder if that successor corporation or association is otherwise eligible hereunder, without the signing or filing

of any paper or any further act on the part of the parties hereto or the Authenticating Agent or such successor corporation or association.

Any Authenticating Agent may resign at any time by giving written notice of resignation to the Trustee, the Registrar and the City. The Trustee may terminate the agency of any Authenticating Agent at any time by giving written notice of termination to such Authenticating Agent, the Registrar and the City. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall cease to be eligible under this Section, the Trustee may appoint a successor Authenticating Agent. The Trustee shall give written notice of appointment of a successor Authenticating Agent to the City and the Registrar and shall mail notice thereof, within ten days after that appointment, to all Holders as their names and addresses appear on the Register on the date of that appointment.

The Trustee shall pay to any Authenticating Agent from time to time reasonable compensation for its services, and the Trustee shall be entitled to be reimbursed for such payments, subject to Section 6.03. The provisions of Sections 2.08 and subsections (b), (c), (d), (h) and (i) of Section 6.02 shall be applicable to any Authenticating Agent.

. The Trustee, any Registrar, any Paying Agent and any Authenticating Agent, their affiliates, and any directors, officers, employees or agents thereof, in good faith, may become the owners of Bonds secured hereby with the same rights that it or they would have hereunder if the Trustee, the Registrar, Paying Agents or Authenticating Agents did not serve in those capacities.

. The Trustee hereby represents that it is a bank duly organized and validly existing under the laws of the State, subject to examination by State authorities, in good standing and duly authorized to exercise corporate trust powers in the State, and with an unimpaired reported capital and surplus of not less than $75,000,000. The Trustee covenants that it will take such action, if any, as is necessary to remain in good standing and duly authorized to exercise corporate trust powers in the State and that it will maintain an unimpaired reported capital and surplus of not less than $75,000,000. The Trustee accepts and agrees to observe and perform the duties and obligations of the Trustee to which reference is made in this Master Trust Agreement.

. The Trustee is authorized, but not obligated, to advance funds whenever necessary and advisable to do so because of the failure of the City to observe or perform any covenant or agreement under this Master Trust Agreement. The making by the Trustee of those advances shall not constitute a waiver of, and shall not prejudice, any rights of the Trustee or the Holders against the City for failure of the City to do so.

Any amount so paid at any time, with interest thereon at a rate that is the rate announced by the Trustee in its lending capacity as a bank as its “prime rate” or “base rate” on the date of such payment, (i) shall be an additional obligation secured by this Master Trust Agreement, (ii) shall be given a preference in payment over any Bond Service Charges and (iii) shall be paid by the City out of the Pledged Revenues. The Trustee shall make the advance if it shall have been requested to do so by the Holders of at least 25% of the aggregate principal amount of Bonds then outstanding (excluding Bonds then owned by the City) and shall have been provided with adequate funds for the purpose of making the advance.

Whenever the Trustee shall have received a written notice from the Holders of not less than 25% in aggregate principal amount of the Bonds then outstanding requesting it to take any action, including the making of advances or expenditures, authorized by the provisions of this Master Trust Agreement, and shall have been offered indemnity as provided in Section 6.02(j), and shall have refused to take or, for a period of 60 days shall not have taken, that action, then the Holders making the request are hereby authorized to take that action and shall be entitled to the same rights and remedies as the Trustee would have been entitled if that action had been taken by the Trustee.

(End of Article VI)

ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

. The occurrence of any of the following events is defined as and declared to be and to constitute an Event of Default under this Master Trust Agreement:

(a)Failure by the City to pay interest on any Bond when and as that interest shall become due and payable, provided that failure to pay due to an insufficiency of Pledged Revenues shall not be an Event of Default.

(b)Failure by the City to pay the principal of or any premium on any Bond when and as that principal or premium shall become due and payable, whether at stated maturity, pursuant to any Mandatory Sinking Fund Redemption Requirements or mandatory sinking fund requirements, or otherwise, provided that failure to pay due to an insufficiency of Pledged Revenues shall not be an Event of Default.

(c)Failure by the City to observe or perform any other covenant, agreement or obligation of the City contained in this Master Trust Agreement or in the Bonds and the continuation of that failure for a period of 30 days after written notice of that failure is given to the City, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Holders of not less than 25% in aggregate principal amount of Bonds then outstanding; provided that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, then, that failure shall not constitute an Event of Default so long as the City institutes curative action within the applicable period and diligently pursues that action to completion.

(d)The City shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property; provided that the declaration of any such Event of Default, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

The term “default” or “failure” as used in this Article means a default or failure by the City in the observance or performance of any of the covenants, agreements or obligations on its part to be observed or performed contained in this Master Trust Agreement or in the Bonds, exclusive of any period of grace or notice required to constitute a default or failure or an Event of Default, as provided above.

Notwithstanding the foregoing, if, by reason of *force majeure*, the City is unable to observe or perform any covenant, agreement or obligation that would give rise to an Event of Default under subsection (c) above, the City shall not be deemed in default during the continuance of such inability. The City, however, shall promptly give notice to the Trustee of the existence of an event of *force majeure* and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other such disturbances shall be entirely within its discretion. The term *force majeure* shall mean, without limitation, the following: acts of God; strikes, lockouts or other such disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, except the City or its officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage; malfunction or accident to facilities, machinery, or transmission pipes or canals; partial or entire failure of utilities serving the City; shortages of labor, materials, supplies or transportation; or any cause, circumstance or event not reasonably within the control of the City.

The declaration of an Event of Default under this Section and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of bankruptcy laws affecting or precluding such declaration or exercise during the pendency of or immediately following any insolvency, bankruptcy, liquidation or reorganization proceedings.

. If an Event of Default shall occur, the Trustee shall give written notice of the Event of Default, by registered or certified mail, to the City, the Registrar, every Paying Agent, every Authenticating Agent, and the Original Purchaser of each Series of Bonds, within five days after the Trustee has knowledge of the Event of Default. If an Event of Default occurs of which the Trustee has notice pursuant to this Master Trust Agreement, the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Bonds then outstanding as shown by the Register at the close of business 15 days prior to the mailing of that notice; *provided* that except in the case of a default under subsection (a) or (b) of Section 7.01, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or Responsible Officers of the Trustee in good faith determines that the withholding of notice to the Holders is in the interests of the Holders.

. Upon the occurrence and continuance of an Event of Default, the Trustee may pursue any available remedy to enforce the payment of Bond Service Charges or the observance and performance of any other covenant, agreement or obligation under this Master Trust Agreement, or any other instrument providing security, directly or indirectly, for the Bonds.

If, upon the occurrence and continuance of an Event of Default, the Trustee is requested so to do by the Holders of at least 25% in aggregate principal amount of Bonds then outstanding, the Trustee (subject to the provisions of Sections 6.01 and 6.02 and particularly paragraph 6.01(c)(iv) and subsection 6.02(j) of those Sections and to any direction by the Holders of a majority of the aggregate principal amount of the Bonds then outstanding as to the method and place of conducting proceedings to be taken in connection with the enforcement of the terms and

conditions of this Master Trust Agreement), shall exercise any rights and powers conferred by Article VII of this Master Trust Agreement.

No remedy conferred upon or reserved to the Trustee (or to the Holders) by this Master Trust Agreement is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Holders or now or hereafter existing.

No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be exercised from time to time and as often as may be deemed to be expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

In exercising any remedy, right or power hereunder, the Trustee shall take any action that would best serve the interests of the Holders in the judgment of the Trustee, applying the standards described in Sections 6.01 and 6.02.

. Anything to the contrary in this Master Trust Agreement notwithstanding, the Holders of a majority in aggregate principal amount of Bonds then outstanding shall have the right at any time to direct, by an instrument or document or instruments or documents in writing signed and delivered to the Trustee, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Trust Agreement or any other proceedings hereunder; provided that (i) any direction shall not be other than in accordance with the provisions of law and of this Master Trust Agreement, (ii) the Trustee shall be indemnified as provided in Sections 6.01 and 6.02 and (iii) the Trustee may take any other action that it deems to be proper and that is not inconsistent with the direction.

. After payment of any fees of and all costs, expenses, liabilities and advances paid, incurred or made by the Trustee in the collection of money pursuant to any right given or action taken under the provisions of this Article VII (including without limitation, reasonable attorneys' fees and expenses, except as limited by law or judicial order or decision entered in any action taken hereunder), all Pledged Revenues (including any money remaining in the Special Funds and accounts therein created hereunder), shall be applied as follows, subject to any provision made pursuant to Sections 2.12 and 3.04:

(a)Unless the principal of all of the Bonds shall have become due and payable, all of that money shall be deposited in the Bond Service Fund and shall be applied:

First: to the payment to the Holders entitled thereto of all installments of interest then due on the Bonds, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on that installment, to the Holders entitled thereto, without any

discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Second: to the payment to the Holders entitled thereto of the unpaid principal of any of the Bonds that shall have become due (other than Bonds previously called for redemption for the payment of which money is held pursuant to the provisions of this Master Trust Agreement), whether at stated maturity, by mandatory redemption or pursuant to any Mandatory Sinking Fund Redemption Requirements, in the order of their due dates, beginning with the earliest due date, with interest on those Bonds from the respective dates upon which they became due at the rates specified in those Bonds, and, if the amount available is not sufficient to pay in full all Bonds due on any particular date, together with that interest, then to the payment thereof ratably, according to the amounts of principal and interest due on that date, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(b)If the principal of all of the Bonds shall have become due, all of that money shall be deposited into the Bond Service Fund and shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest, of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(c)Whenever money is to be applied pursuant to the provisions of this Section, that money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of money available for application and the likelihood of additional money becoming available for application in the future. Whenever the Trustee shall direct the application of that money, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, *provided* the money is available therefor. The Trustee shall give notice of the deposit with it of any money and of the fixing of that date, all consistent with the requirements of Section 2.08 for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of and any premium on a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is to be paid fully.

(d)Whenever all Bond Service Charges shall have been paid under the provisions of this Section and all expenses and charges of the Trustee, the Registrar, the Authenticating Agents and the Paying Agents have been paid, any balance remaining in the Bond Service Fund shall be paid respectively into the other Funds to make up any deficiency existing in any such Funds under the terms of this Master Trust Agreement, or if all Bonds shall be deemed to have been paid and discharged under this Master Trust Agreement, then shall be paid to the City unless other provision is made therefor by the City.

. All rights of action (including without limitation, the right to file proof of claims) under this Master Trust Agreement or under any of the Bonds may be enforced by the Trustee without the

possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Holders as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Holders of the outstanding Bonds, subject to the provisions of this Master Trust Agreement.

. A Holder shall not have any right to institute any suit, action or proceeding for the enforcement of this Master Trust Agreement, for the execution of any trust hereof or for the exercise of any other remedy hereunder, unless:

(a)there has occurred and is continuing an Event of Default of which the Trustee has been notified, as provided in Section 6.02(f), or of which it is deemed to have notice thereunder,

(b)the Holders of at least 25% in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have offered indemnity to the Trustee as provided in Sections 6.01 and 6.02, and

(c)the Trustee, for 60 days thereafter, shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name.

At the option of the Trustee, such notification (or notice), request, opportunity and offer of indemnity are conditions precedent in every case, to the institution of any suit, action or proceeding described above.

No one or more Holders of the Bonds shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit of this Master Trust Agreement by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceedings shall be instituted, had and maintained in the manner provided herein for the benefit of the Holders of all Bonds then outstanding.

Nothing in this Master Trust Agreement shall affect or impair, however, the right of any Holder to enforce the payment of the Bond Service Charges on any Bond owned by that Holder at and after the maturity thereof, at the place, from the sources and in the manner expressed in that Bond.

. If the Trustee shall have proceeded to enforce any remedy, right or power under this Master Trust Agreement in any suit, action or proceedings, and the suit, action or proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceedings had been taken.

. Except as hereinafter provided, the Trustee shall waive any Event of Default hereunder and its consequences upon the written request of the Holders of:

(a)at least a majority in aggregate principal amount of all Bonds then outstanding in respect of which an Event of Default in the payment of Bond Service Charges exists, or

(b)at least 25% in aggregate principal amount of all Bonds then outstanding, in the case of any other Event of Default.

Such written request shall take priority over other actions requested or authorized by the Holders.

There shall not be so waived, however, any Event of Default described in subsection (a) or (b) of Section 7.01 unless at the time of that waiver all amounts payable hereunder, plus interest to the extent permitted by law on any overdue installments of interest at the rate borne by the Bonds in respect of which the default shall have occurred, shall have been duly paid or provision shall have been duly made therefor by deposit with the Trustee or Paying Agents. If such a waiver shall occur, or any suit, action or proceedings taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned or determined adversely to it, then the City, the Trustee and the Holders shall be restored to their former positions and rights hereunder, respectively. No waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

. Nothing contained in this Master Trust Agreement shall constitute any request by the Trustee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property, or be construed to give the City any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would provide the basis for any claim either against the Trustee or that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Master Trust Agreement.

. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Master Trust Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law.

(End of Article VII)

ARTICLE VIII

SUPPLEMENTAL TRUST AGREEMENTS

. The City and the Trustee may enter into (i) a Supplemental Trust Agreement in connection with the Series 2025 Bonds and (ii) may enter into other agreements supplemental to this Master Trust Agreement without the consent of or notice to any of the holders, but with notice to any Credit Support Provider, for any one or more of the following purposes:

(a)To cure any ambiguity, inconsistency or formal defect or omission in this Master Trust Agreement.

(b)To grant to or confer upon the Trustee for the benefit of the holders any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the holders or the Trustee.

(c)To submit additional revenues to the lien and pledge of this Master Trust Agreement.

(d)To add to the City's covenants and agreements under this Master Trust Agreement other covenants and agreements thereafter to be observed for the protection of all or particular holders, or to surrender or limit any right, power or authority herein reserved to or conferred upon the City in this Master Trust Agreement, including the limitation of rights of redemption so that in certain instances Bonds of different series will be redeemed in some prescribed relation to one another.

(e)To evidence any succession to the City and the assumption by that successor of the City's covenants and agreements in the Bonds and this Master Trust Agreement.

(f)To permit the exchange of Bonds, at the option of the holder or holders thereof, for coupon Bonds payable to bearer, in an aggregate principal amount not exceeding the unmatured and unredeemed principal amount of the Predecessor Bonds, bearing interest at the same rate or rates and maturing on the same date or dates, with coupons attached representing all unpaid interest due or to become due on the Predecessor Bonds, but only if, in the opinion of nationally recognized bond counsel selected by the City, that exchange would not result in the inclusion of interest on any of the Bonds in a holder's gross income for federal income tax purposes.

(g)To permit the use of a book entry system to identify the owner of an interest in a Bond issued by the City under this Master Trust Agreement, whether that obligation was formerly, or could be, evidenced by a physical security and to facilitate (i) the transfer of Bonds from one Depository to another or to a Credit Support Provider, (ii) the succession of Depositories, or (iii) the withdrawal of Bonds issued to a Depository for use in a book entry system and the issuance of replacement Bonds in fully registered form to others than a Depository.

(h)To permit the Trustee to comply with any obligations imposed upon it by law.

(i)To specify further the duties and responsibilities of, and to define further the relationship among, the Trustee, the Bond Registrar and any Authenticating Agents or Paying Agents.

(j)To permit compliance with any applicable federal securities or tax law or regulations.

(k)To adopt or amend procedures or agreements for the disclosure of information to holders and others with respect to the Bonds and the City in accordance with any applicable State or federal regulations.

(l)To accept additional security and instruments and documents of further assurance with respect to the Bonds or the Pledged Revenues.

(m)In connection with the issuance of Additional Bonds as referred to in Section 2.05, including any provision for a Credit Support Provider and bond insurance and other security provisions consistent with the General Bond Ordinance.

(n)To limit the Eligible Investments of moneys in the Bond Service Fund or Bond Reserve Fund, or to add to that list other Eligible Investments. If there be such a Rating Service at the time, the addition of Eligible Investments must be approved for the purpose by each Rating Service that has at the City's request assigned a rating to, and at the time maintains a rating on, outstanding Bonds.

(o)Any other amendment which (i) is not to the prejudice of the Trustee or the holders of Outstanding Bonds which that amendment may affect (it being understood that the Trustee shall have no responsibility for determining whether any amendment is prejudicial to any holder of Outstanding Bonds and only the City shall make such determination), or (ii) is not to the prejudice of the Trustee or to the substantial prejudice of the holders of Outstanding Bonds and is consented to and approved by the owners of at least a majority of the Aggregate Outstanding Principal Amount of the Bonds which that amendment affects.

The provisions of paragraphs (h) and (j) above shall not be deemed to constitute a waiver by the Trustee, the Bond Registrar, the City or any holder of any right that it may have in the absence of those provisions to contest the application of any change in law to this Master Trust Agreement or the Bonds.

Section VIII.07 Supplemental Trust Agreements Requiring Consent of Holders.

(a)Exclusive of Supplemental Agreements referred to in Section 8.01, and subject to the terms, provisions and limitations contained in this Section and not otherwise, with the consent of the holders of not less than a majority in Aggregate Outstanding Principal Amount of the Bonds evidenced as provided in this Master Trust Agreement, and the prior written consent of any Credit Support Provider and, so long as the Developer or an affiliate or subsidiary thereof is the record owner of more than 25% of the original acreage of the Developer Property, the Developer, the City and the Trustee may execute and deliver Supplemental Trust Agreements adding any provisions to, changing in any manner or eliminating any of the provisions of this Master Trust Agreement or any Supplemental Trust Agreement or restricting in any manner the rights of the holders. Nothing in this Section or Section 8.01, however, shall permit or be construed as permitting any of the following:

(i)Without the consent of the holder of each Bond so affected, and the prior written consent of any Credit Support Provider, an extension of the maturity of the

principal of or the interest on any Bond, or a reduction in the principal amount of any Bond or the rate of interest or premium thereon, or the creation of a right in the City to call any Bond for redemption prior to its maturity, or the advancement of the time or reduction of the redemption price at which any existing right of the City to call Bonds for redemption may be exercised, or a reduction in the amount or extension of the time of payment of any Mandatory Sinking Fund Redemption Requirements or Mandatory Redemption Obligations, or

(ii)Without the consent of the holders of all Bonds then outstanding, and the prior written consent of any Credit Support Provider, the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or a reduction in the aggregate principal amount of the Bonds required for consent to a Supplemental Trust Agreement.

(b)Bonds owned or held by or for the account of the City shall not be deemed outstanding for the purpose of consent or other action or any calculation of outstanding Bonds provided for in this Section, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Section. At the time of any consent or other action taken under this Section, the City shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, describing all Bonds so to be excluded.

(c)If at any time the City requests the Trustee to enter into a Supplemental Trust Agreement for any of the purposes of this Section, the Trustee, upon being satisfactorily indemnified with respect to expenses, shall cause written notice of the proposed execution of that Supplemental Trust Agreement to be sent to all holders of Bonds then outstanding at their addresses as they appear in the Register, and to any Credit Support Provider. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to send, or the failure of the Bondholder to receive, the notice required by this Section, and any such failure shall not affect the validity of that Supplemental Trust Agreement when consented to and approved as provided in this Section. The notice shall briefly set forth the nature of the proposed Supplemental Trust Agreement and shall state that copies of it are on file at the office of the Trustee for inspection by all Bondholders.

If within such period as shall be prescribed by the City, not exceeding 12 months, following the sending of that notice the Trustee receives instruments purporting to be executed by the holders of not less than a majority in Aggregate Outstanding Principal Amount of the Bonds and any Credit Support Provider and which instruments refer to the proposed Supplemental Trust Agreement described in the notice and specifically consent to and approve the execution of it in substantially the form of the copy referred to in the notice as on file with the Trustee, thereupon, but not otherwise, the Trustee shall execute that Supplemental Trust Agreement in substantially that form, without liability or responsibility to any holder of any Bond, whether or not that holder shall have consented thereto.

That consent shall be binding upon any Credit Support Provider as the holder of the Bond giving that consent and, anything in Section 8.01 to the contrary notwithstanding, upon any subsequent holder of that Bond and of any Bond issued in exchange for it, whether or not that subsequent holder has notice of the consent. However, the consent may be revoked by the holder of the Bond who gave the consent if still the holder, or by a subsequent holder of that Bond, by

filing a written revocation with the Trustee prior to the date of execution by the Trustee of the Supplemental Trust Agreement. Promptly after the holders of the required percentage of Bonds have filed their consents to the Supplemental Trust Agreement, the Trustee shall make and file with the City a written statement to that effect. That written statement shall be conclusive evidence that those consents have been so filed.

(d)If the holders of the required percentage in Aggregate Outstanding Principal Amount of the Bonds have consented to and approved the execution of the Supplemental Trust Agreement as provided in this Section, no holder of any Bond shall have any right to object to the execution of that Supplemental Trust Agreement, or to object to any of the terms and provisions contained in or the operation of that Supplemental Trust Agreement, or in any manner to question the propriety of the execution of that Supplemental Trust Agreement or to enjoin or restrain the Trustee or the City from executing it or from taking any action pursuant to its provisions.

Section VIII.08 Authorization to Trustee; Effect of Supplement.

(a)The Trustee is authorized to join with the City in the execution and delivery of any Supplemental Trust Agreement provided for in this Article and to make the further agreements and stipulations that may be contained in that Supplemental Trust Agreement.

(b)Any Supplemental Trust Agreement executed in accordance with the provisions of this Article shall thereafter form a part of this Master Trust Agreement and all the terms and conditions contained in it as to any provision authorized to be contained in it shall be and shall be deemed to be part of the terms and conditions of this Master Trust Agreement for any and all purposes; this Master Trust Agreement shall be and shall be deemed to be modified and amended in accordance therewith; and the respective rights, limitations of rights, duties, immunities and obligations under this Master Trust Agreement of the City, the Trustee, Authenticating Agents, Bond Registrars, Paying Agents and all holders of Bonds then outstanding shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modifications and amendments.

Express reference to an executed Supplemental Trust Agreement may be made in the text of any Bonds thereafter issued if deemed necessary or desirable by the Trustee or the City.

(c)A copy of any Supplemental Trust Agreement provided for in this Article shall be mailed by the Trustee to any Credit Support Provider, and to each Rating Service that has at the City's request assigned a rating to one or more series of Bonds affected by it.

. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any legal counsel approved by it, who may be counsel for or designated by the City, as conclusive evidence that any proposed Supplemental Trust Agreement complies with the provisions of this Master Trust Agreement, and that it is proper for the Trustee, under the provisions of this Article, to join in its execution.

. Notwithstanding anything contained elsewhere in this Master Trust Agreement, the rights and obligations of the City and of the holders of the Bonds, and the terms and provisions of the Bonds and this Master Trust Agreement or any Supplemental Trust Agreement, may be modified

or altered in any respect with the consents of the City, of the Trustee and of the holders of all of the Bonds then outstanding affected, as determined by the Trustee, by the modification or alteration, and any Credit Support Provider if required by the Credit Support Instrument and, so long as the Developer or an affiliate or subsidiary thereof is the record owner of more than 25% of the original acreage of the Developer Property, the Developer. The Trustee shall not be required to enter into any such Supplemental Trust Agreement containing provisions adverse to the Trustee or increasing the duties or obligations of the Trustee.

(End of Article VIII)

ARTICLE IX

DEFEASANCE

. If (a) the City shall pay all of the Outstanding Bonds, or shall cause them to be paid and discharged, or if there otherwise shall be paid to the holders of the Outstanding Bonds, all Bond Service Charges due or to become due thereon, and (b) provision also shall be made for the payment of all other amounts payable under this Master Trust Agreement, then, notwithstanding any other provision of this Master Trust Agreement to the contrary, this Master Trust Agreement shall automatically cease, determine and become null and void (except for those provisions surviving by reason of Section 9.04 in the event the Bonds are deemed paid and discharged pursuant to Section 9.02), and the covenants, agreements and obligations of the City under this Master Trust Agreement shall be released, discharged and satisfied.

Thereupon, and subject to the provisions of Section 9.02 if applicable, (i) the Trustee shall release this Master Trust Agreement (except for those provisions surviving by reason of Section 9.04 in the event the Bonds are deemed paid and discharged pursuant to Section 9.02) and shall sign and deliver to the City any instruments or documents in writing as shall be reasonably required to evidence that release and discharge or as reasonably may be requested by the City, and (ii) the Trustee and any other Paying Agents shall assign and deliver to the City any property then subject to the lien or pledge of this Master Trust Agreement and which then may be in their possession, except amounts in the Bond Service Fund required to be held by the Trustee and the Paying Agents under Section 2.12 or otherwise for the payment of Bond Service Charges.

Section IX.07 Payment and Discharge of Bonds.

(a)All or any part of the Bonds shall be deemed to have been paid and discharged within the meaning of this Master Trust Agreement, including without limitation Section 9.01, if:

(i)the Trustee and any other Paying Agents shall have received, and hold in trust for and irrevocably committed thereto, sufficient moneys, or

(ii)the Trustee shall hold, in trust for and irrevocably committed thereto, non-callable Direct Obligations which shall be the subject of a report by an independent certified public accounting firm of national reputation and acceptable to Bond Counsel which verifies the mathematical accuracy of schedules provided by or on behalf of the City to document satisfaction that they will be of such maturities or redemption dates and interest payment dates, and bear such interest or other investment income, as will be sufficient without further investment or reinvestment of either the principal amount of or the interest or other investment earnings from them (likewise to be held in trust and so committed, except as provided herein), together with any moneys referred to in Subsection (a)(i) above,

for the payment, when due, of all Bond Service Charges on those Bonds to the date or respective dates of maturity or redemption, as the case may be; provided, that if any Bonds are to be redeemed prior to their maturity, notice of that redemption shall have been duly given or irrevocable provision

reasonably satisfactory to the Trustee shall have been duly made for the giving of that notice. Any moneys held in cash by the Trustee in accordance with the provisions of this Subsection (a) shall be invested only in Direct Obligations the maturities or redemption dates (at the option of the holder) of which coincide as nearly as practicable with, but are not later than, the date or dates on which the moneys will be required for the purposes stated above. Any income or interest earned by, or increment to, the investments held under this Subsection (a), to the extent from time to time not required for the purposes of this Section, at the City's request shall be transferred to a fund designated by the City, free of any trust, pledge or lien.

(b)The Trustee shall cause to be delivered to any Credit Support Provider a copy of the report received by the Trustee pursuant to clause (ii) of Subsection 9.02(a) in connection with any advance refunding of Bonds of any series in accordance with this Section.

(c)Within five (5) days after Bonds are deemed paid or caused to be paid pursuant to Section 9.02 or 9.03, the Trustee shall cause notice to be sent to each holder of those Bonds at the name and address shown on the Register on the date on which those Bonds are deemed paid or caused to be paid. That notice shall state the numbers or other identification of Bonds deemed paid or caused to be paid or that all Bonds or all Bonds of a particular series or all or a portion of a particular maturity of a series are deemed paid or caused to be paid, set forth a general description of the obligations held pursuant to clause (ii) of Subsection 9.02(a), and specify the date or dates on which any of the Bonds are to be called for redemption pursuant to notice of redemption given or for which irrevocable provisions have been made for such notice pursuant to Subsection (a) above.

. This Master Trust Agreement shall cease, determine and become null and void, and the covenants, agreements and other obligations of the City shall be discharged and satisfied, as to any series of Bonds, or as to certain of the Bonds of any series of Bonds, as specified by the City, upon deposit by the City with the Trustee or of sufficient moneys or Direct Obligations satisfying the requirements of Section 9.02 for those Bonds or series of Bonds to be deemed to have been paid and discharged.

. Notwithstanding the foregoing, any provisions of the Bond Legislation and this Master Trust Agreement that relate to the:

(a) maturity of the Bonds,

(b) interest payments and Interest Payment Dates,

(c) optional and mandatory redemption provisions,

(d) credit against Mandatory Sinking Fund Redemption Requirements,

(e) exchange, transfer and registration of Bonds,

(f) replacement of mutilated, destroyed, lost or wrongfully taken Bonds,

(g) safekeeping and cancellation of Bonds,

(h) nonpresentment of Bonds and unclaimed moneys,

(i) holding of moneys in trust,

(j) payment or reimbursement of fees, charges and expenses of the Trustee, the Bond Registrar and any Paying Agents and Authenticating Agents,

(k) repayments to the City from the Bond Service Fund, and

(l) duties of the Trustee, Bond Registrar, the City, the Paying Agents or the Authenticating Agents in connection with the foregoing,

shall remain in effect and be binding upon the Trustee, the City, Bond Registrar, the Authenticating Agents, the Paying Agents and the holders notwithstanding release and discharge of this Master Trust Agreement under Section 9.01, or as to Bonds or series of Bonds affected under Section 9.03. The provisions of this Article IX shall survive any release, discharge and satisfaction of this Master Trust Agreement.

. The provisions of this Article may be varied as to any series of Bonds or as to certain of the Bonds of that series by the Bond Proceedings providing for that series.

(End of Article IX)

ARTICLE X

MEETINGS OF HOLDERS

. Subject to the provisions of Section 7.07 which limits the ability of Holders of Bonds to take certain actions or to direct certain actions to be taken, a meeting of Holders, or of the Holders of any Series of Bonds, may be called at any time and from time to time pursuant to the provisions of this Article X, to the extent relevant to the Holders of all of the Bonds or of Bonds of that Series, as the case may be, to take any action (a) authorized to be taken by or on behalf of the Holders of any specified Aggregate Outstanding Principal Amount of the Bonds, or of that Series, or (b) under any provision of this Master Trust Agreement or authorized or permitted by law.

. The Trustee may call at any time a meeting of Holders pursuant to Section 10.01 to be held at any reasonable time and place the Trustee shall determine. Notice of such meeting, setting forth the time, place and generally the subject thereof, shall be mailed by first class mail, postage prepaid, not fewer than 15 nor more than 90 days prior to the date of the meeting to any Credit Support Provider and to the Holders at their addresses as they appear on the Register on the fifteenth day preceding such mailing, which fifteenth day preceding the mailing shall be the record date for the meeting.

If at any time Council, the Holders of at least 25% in Aggregate Outstanding Principal Amount of the Bonds or, if applicable, of the affected Series of Bonds, then outstanding, or any Credit Support Provider, shall have requested the Trustee to call a meeting of Holders, by written request setting forth the purpose of the meeting, and the Trustee shall not have mailed the notice of the meeting within 20 days after receipt of the request, then the City, the Holders of Bonds in the amount above specified or the Credit Support Provider, whichever made the request, may determine the time and the place of the meeting and may call the meeting to take any action authorized in Section 10.01, by mailing notice thereof as provided above.

Any meetings of Holders, or the Holders of any Series of Bonds affected by a particular matter, shall be valid without notice, if the Holders of all Bonds, or if applicable, of the affected series of Bonds, then outstanding are present in person or by proxy, or if notice is waived before or after the meeting by the Holders of all Bonds, or if applicable, the affected Series of Bonds, outstanding who were not so present at the meeting, and if the City, the Trustee and any Credit Support Provider was entitled to notice thereof, are either present by duly authorized representatives or have waived notice, before or after the meeting.

. To be entitled to vote at any meeting of Holders, a Person shall be either (a) a Holder of one or more outstanding Bonds, or if applicable, of the affected Series of Bonds, as of the record date for the meeting as determined above, or (b) be a person appointed by an instrument or document in writing as proxy by a Person who is a Holder as of the record date for the meeting, of one or more outstanding Bonds or, if applicable, of the affected Series of Bonds. Each Holder or proxy shall be entitled to one vote for each $5,000 Aggregate Outstanding Principal Amount of Bonds held or represented by it.

The vote upon any ordinance submitted to any meeting of Holders shall be by written ballots on which shall be subscribed the signatures of the Holders of Bonds or of their representatives by proxy and the identifying number or numbers of the Bonds held or represented by them.

. Notwithstanding any other provisions of this Master Trust Agreement, the Trustee may make any reasonable rules that it may deem to be advisable for meetings of Holders, with regard to any of the following:

(a)proof of the holding of Bonds and of the appointment of proxies,

(b)the appointment and duties of inspectors of votes,

(c)recordation of the proceedings of those meetings,

(d)the signing, submission and examination of proxies and other evidence of the right to vote, or

(e)any other matters concerning the conduct, adjournment or reconvening of meetings that it may think fit.

The Trustee shall appoint a temporary chair of the meeting by an instrument or document in writing, unless the meeting shall have been called by the City, by the Credit Support Provider or by the Holders as provided in Section 10.02, in which case the City, the Credit Support Provider or the Holders calling the meeting, as the case may be, shall appoint a temporary chair in like manner. A permanent chair and a permanent secretary of the meeting shall be elected by vote of the Holders of a majority in Aggregate Outstanding Principal Amount of the Bonds represented at the meeting and entitled to vote.

The only Persons who shall be entitled to be present or to speak at any meeting of holders shall be the persons entitled to vote at the meeting, any representatives of the Trustee or Bond Registrar or of the City or of any Credit Support Provider, and its or their respective legal counsel.

. Nothing contained in this Article X shall be deemed or construed to authorize or permit any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustee, a Credit Support Provider or the Holders under any of the provisions of this Master Trust Agreement or of the Bonds by reason of any call of a meeting of Holders or any rights conferred expressly or impliedly hereunder to make a call.

(End of Article X)

ARTICLE XI

MISCELLANEOUS

. With the exception of rights conferred expressly in this Master Trust Agreement, nothing expressed or mentioned in or to be implied from this Master Trust Agreement or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Registrar, the Authenticating Agents, the Paying Agents, any applicable Credit Support Provider and the Holders of the Bonds any legal or equitable right, remedy, power or claim under or with respect to this Master Trust Agreement or any covenants, agreements, conditions and provisions contained herein. This Master Trust Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto, the Registrar, the Authenticating Agents, the Paying Agents, any applicable Credit Support Provider and the Holders of the Bonds, as provided herein.

To the extent that this Master Trust Agreement confers upon or gives or grants to any Credit Support Provider any right, remedy or claim by reason of this Master Trust Agreement, that Credit Support Provider is hereby explicitly recognized as being a third-party beneficiary under this Master Trust Agreement and may enforce any such right, remedy or claim conferred, given or granted under it. Notwithstanding anything to the contrary in any provision of this Master Trust Agreement, any provision of this Master Trust Agreement expressly recognizing or granting rights in or to a Credit Support Provider may not be amended in any manner that affects the rights of that Credit Support Provider under this Master Trust Agreement without the prior written consent of that Credit Support Provider.

. In case any section or provision of this Master Trust Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Master Trust Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Master Trust Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Master Trust Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

Section XI.08 Notices.

(a)Except as provided in Section 7.02 and as otherwise provided in this Section 11.03, it shall be sufficient service or giving of any notice, request, complaint, demand or other instrument or document if it is duly mailed by registered or certified mail addressed to the appropriate Notice Address.

(b)Duplicate copies of each notice, request, complaint, demand or other instrument or document given under this Master Trust Agreement to the City or the Trustee also shall be given to the other, and a copy of any notice, including without limitation notice of any redemption of or payment or provision for payment of Bonds, given to holders by either the City or the Trustee or of any notice, request, complaint, demand or other instrument or document given by the Trustee to the City or by the City to the Trustee, and any certificate rendered pursuant to this Master Trust Agreement relating to the security for the Bonds, shall be given to the applicable Credit Support Provider. The foregoing parties may designate, by notice given under this Section, any particular, further or different addresses to which any notice, request, complaint, demand or other instrument or document shall be sent. The Trustee shall designate, by notice to the City and to any Credit Support Provider, the addresses to which notices or copies thereof shall be sent to the Bond Registrar, the Authenticating Agents and the Paying Agents.

(c)In connection with any notice sent pursuant to the provisions of this Master Trust Agreement, a certificate of the Trustee, the City, an Original Purchaser, the Bond Registrar, any Credit Support Provider, the Authenticating Agents or the holders of the Bonds, whichever or whoever sent that notice, that the notice was so sent shall be conclusive evidence of the proper sending of the notice.

. If because of the suspension of delivery of first class, registered or certified mail or, for any other reason, any Person shall be unable to mail by the required class of mail any notice required to be mailed by the provisions of this Master Trust Agreement, then such notice shall be given in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof, and the giving of that notice in that manner for all purposes of this Master Trust Agreement shall be deemed to be in compliance with the requirement for the mailing thereof. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

. If any Interest Payment Date, date of maturity of the principal of any Bonds, or date fixed for redemption of any Bonds is a Saturday, Sunday or a day on which (a) the Trustee is required, or authorized or not prohibited, by law (including without limitation, executive orders) to close and is closed, then payment of interest, principal and any redemption premium need not be made by the Trustee or any Paying Agent on that date, but that payment may be made on the next succeeding Business Day with the same force and effect as if that payment were made on the Interest Payment Date, date of maturity or date fixed for redemption, and no interest shall accrue for the period after that date, or (b) a Paying Agent is required, or authorized or not prohibited, by law (including without limitation, executive orders) to close and is closed, then payment of interest, principal and any redemption premium need not be made by that Paying Agent on that date, but that payment may be made on the next succeeding Business Day with the same force and effect as if that payment were made on the Interest Payment Date, date of maturity or date fixed for redemption and no interest shall accrue for the period after that date; *provided* that if the Trustee is open for business on the applicable Interest Payment Date, date of maturity or date fixed for redemption, it shall make any payment required hereunder with respect to payment of interest on outstanding Bonds and payment of principal of and premium on Bonds presented to it for payment, regardless of whether any Paying Agent shall be open for business or closed on the applicable Interest Payment Date, date of maturity or date fixed for redemption.

. Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document required under this Master Trust Agreement to be signed by any Holder may be in any number of concurrent writings of similar tenor and may be signed by that Holder in person or by an agent or attorney appointed in writing. Proof of (a) the signing of any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, (b) the signing of any writing appointing any agent or attorney and (c) the ownership of Bonds, shall be sufficient for any of the purposes of this Master Trust Agreement, if made in the following manner, and if so made, shall be conclusive in favor of the Trustee with regard to any action taken thereunder, namely:

(a)the fact and date of the signing by any person of any writing may be proved by the certificate of any officer in any jurisdiction, who has power by law to take acknowledgments within that jurisdiction, that the person signing the writing acknowledged that signing before that officer, or by affidavit of any witness to that signing; and

(b)the fact of ownership of Bonds shall be proved by the Register.

Nothing contained herein shall be construed to limit the Trustee to the foregoing proof, and the Trustee may accept any other evidence of the matters stated therein that it deems to be sufficient. Any writing, including without limitation, any consent, request, direction, approval, objection or other instrument or document, of the Holder of any Bond shall bind every future Holder of the same Bond, with respect to anything done or suffered to be done by the City, the Trustee, the Registrar or any Paying Agent or Authenticating Agent pursuant to that writing.

. This Master Trust Agreement shall be superior to any liens that may be placed upon the Pledged Revenues or any Special Funds or any other funds or accounts created pursuant to this Master Trust Agreement.

. All covenants, stipulations, obligations and agreements of the City contained in this Master Trust Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by law. No covenant, stipulation, obligation or agreement of the City contained in this Master Trust Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the City or the Council in other than that person's official capacity. Neither the members of the Council nor any official signing the Bonds, this Master Trust Agreement or any amendment or supplement hereto or thereto shall be liable personally on the Bonds.

. Nothing in this Master Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee, an applicable Credit Support Provider and the Holders of the Bonds, any right, remedy or claim under or by reason of this Master Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Master Trust Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, any applicable Credit Support Provider and the Holders of the Bonds.

. This Master Trust Agreement shall inure to the benefit of and shall be binding upon the City and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in this Master Trust Agreement.

. This Master Trust Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Master Trust Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Master Trust Agreement as to the parties hereto and may be used in lieu of the original Master Trust Agreement and signature pages for all purposes.

. This Master Trust Agreement and the Bonds shall be deemed to be contracts made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of that State.

(End of Article XI)

IN WITNESS WHEREOF, the City has caused this Master Trust Agreement to be signed for it and in its name and on its behalf by its Authorized Officers; and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this Master Trust Agreement to be signed for it and in its name and on its behalf by its duly authorized officer.

CITY OF HUBER HEIGHTS, OHIO

By: _____
City Manager

By: _____
Director of Finance

Approved as to form and correctness:

By: _____
City Attorney

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE

I, the fiscal officer of the City of Huber Heights, certify that the money required to meet the obligations of the City under this Master Trust Agreement for Fiscal Year 2025 has been lawfully appropriated by the Council of the City for that purpose and is in the Treasury of the City or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances, and is not appropriated for any other purpose. This certificate is given consistently with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2025

_____
Director of Finance
City of Huber Heights, Ohio

EXHIBIT A

(Form of Disbursement Request)

STATEMENT NO. ____ REQUESTING DISBURSEMENT OF FUNDS FROM PROJECT FUND PURSUANT TO SECTION 5.01 OF THE MASTER TRUST AGREEMENT DATED AS OF _____ 1, 2025 BETWEEN THE CITY OF HUBER HEIGHTS, OHIO AND U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

Pursuant to Section 5.01 of the Master Trust Agreement between the City of Huber Heights, Ohio (the "City") and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") dated as of _____ 1, 2025 (as supplemented and amended, the "Trust Agreement"), the undersigned Authorized Officer hereby authorizes and directs the Trustee, as depositary of the Project Fund, to pay to the City, or to the person(s) listed on the Disbursement Schedule attached hereto, out of the moneys on deposit in the Project Fund the aggregate sum of $ for the purposes set forth on the attached Disbursement Schedule.

Capitalized terms not otherwise defined herein have the meanings assigned to them in the Trust Agreement. In connection with the foregoing request and authorization, the undersigned Authorized Officer certifies that:

(a) Each item for which disbursement is requested hereunder is properly payable out of the Project Fund in accordance with the terms and conditions of the Trust Agreement and none of those items has formed the basis for any disbursement theretofore made from the Project Fund.

(b) No Event of Default exists under the Trust Agreement.

(c) This statement and all exhibits hereto, including the Disbursement Schedule, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full authority to the Trustee for its actions taken pursuant hereto.

This ____ day of _____, 20__.

THE CITY OF HUBER HEIGHTS, OHIO

By: _____
Director of Finance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS FROM TIME TO TIME FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS OR REFUNDING DEBT ISSUED BY THE CITY FOR THAT PURPOSE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE BONDS AND PLEDGING CERTAIN REVENUES AND FUNDS TO SECURE THOSE BONDS, AND DECLARING AN EMERGENCY.

WHEREAS, Forestar (USA) Real Estate Group Inc. (the "*Developer*") has indicated that it desires to construct, or cause to be constructed, a development consisting of 283 single-family residences (the "*Development Project*") on certain parcels within the City located as more specifically identified in Exhibit A to the Development Agreement (as hereinafter defined) (the "*Parcels*"); and

WHEREAS, this City Council, pursuant to Resolution No. 2025-O-7502, approved the execution and delivery of a Development Agreement (the "*Development Agreement*") by and between the City and the Developer relating to the Development Project; and

WHEREAS, this City Council, pursuant to Ordinance No. 2025-O2687 (the "*TIF Ordinance*"), through the creation of five incentive districts, declared that 100% of the increase in true value of the Parcels, as more specifically identified in the TIF Ordinance (the "*TIF Property*"), is a public purpose and declared to be exempt from taxation for a period of thirty (30) years (the "*TIF Exemption*") and required the owners of such property to make service payments in lieu of taxes (the "*Statutory Service Payments*"); and

WHEREAS, the Developer has determined that certain public improvements will need to be constructed to support the Development Project; and

WHEREAS, pursuant to the Development Agreement, the City has agreed to provide for certain real property tax incentives and issue one or more series of revenue bonds for the purpose of paying the costs of certain public improvements which will directly benefit the Development Project, and will construct, or cause to be constructed, those public improvements; and

WHEREAS, the TIF Ordinance provided that the owners of the Developer Property will make Statutory Service Payments with respect to the Developer Property; and

WHEREAS, pursuant to the Development Agreement, the Developer has agreed to file a Declaration of Covenants and Imposition of Continuing Priority Lien on the Property (the "*Declaration*") in the real property records for the TIF Property; and

WHEREAS, pursuant to Resolution No. 89-R-731 adopted on May 1, 1989, which was subsequently amended by the adoption of Resolution No. 2003-R-4060 on October 27, 2003 and by Resolution No. 2025-R-7522 on February 10, 2025 (collectively, the "*CRA Resolution*"), the City created Community Reinvestment Area #3, which currently includes the Developer Property; and

WHEREAS, pursuant to the Development Agreement and the CRA Resolution, the City will provide a real property tax exemption of 100% for 15 years on the Developer Property; and

WHEREAS, pursuant to the Development Agreement and the Declaration, the Developer, on behalf of itself for so long as it owns the TIF Property and on behalf of future owners of the TIF Property, will also make Minimum Service Payments (as defined in the Development Agreement) with respect to the TIF Property; and

WHEREAS, the City has determined that a portion of the Statutory Service Payments will be used to fully reimburse the Huber Heights City School District and the Miami Valley Career Technology Center for the portion of the exempted real property taxes that each of those school

districts would have received but for the TIF Exemptions and acknowledges that an additional portion of the Statutory Service Payments will be paid to certain other taxing authorities pursuant to the TIF Statute (as defined in the TIF Ordinance) and the TIF Ordinance; and

WHEREAS, the City has determined that it will also use the Pledged Net Statutory Service Payments (as defined in the Development Agreement) and the Minimum Service Payments to pay the certain administrative costs and to secure the Bond Service Charges on the Series 2025 Bonds to be issued by the City to finance the costs of the public improvements; and

WHEREAS, pursuant to the Ohio Constitution, the Ohio Revised Code and the Charter of the City, the City is authorized to: (a) issue its revenue bonds (the "*Bonds*") for the purpose of paying the costs of the certain Public Improvements (as defined in the Master Trust Agreement) in each of the five incentive districts, (b) enter into a master trust agreement and supplemental trust agreements to secure the Bonds, (c) to fund a bond reserve fund (if required by the applicable proceedings), and (d) provide for the pledge or assignment of revenues sufficient to pay the principal of and interest and any redemption premium on the Bonds.

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

Section 1. Determinations, Findings and Covenants by the City.

(a) This Council finds and determines that it is necessary and in the best interest of the City to issue Bonds from time to time to provide moneys (i) for the purpose of paying the costs of the Public Improvements in each of the incentive districts, (ii) to fund a bond reserve fund (if required by the applicable proceedings), and (iii) to pay the financing costs of the Bonds.

(b) This Council hereby finds and determines that, pursuant to the Constitution and laws of the State, the City as necessary shall have the right to issue Bonds pursuant to the terms and conditions of the Master Trust Agreement (the "*Master Trust Agreement*") dated as of the date of delivery of the initial series of Bonds and by and between the City and the Trustee (as defined in Section 2), which provides that each series of Bonds shall be authorized by an applicable Series Bond Ordinance of this Council and any related Supplemental Trust Agreement.

(c) This Council hereby covenants that the City will observe and perform all of its agreements and obligations provided for by the Bonds, the Master Trust Agreement and this Ordinance.

(d) Except when the context indicates otherwise or unless otherwise defined herein, the terms used but not defined herein shall have the meaning ascribed to them in the Master Trust Agreement.

Section 2. Trustee; Security for the Bonds. The Director of Finance is hereby authorized to designate in the certificate awarding the initial series of Bonds a bank or trust company authorized to do business in the State of Ohio to act as the initial trustee (the "*Trustee*") under the Master Trust Agreement.

The Bonds shall be special obligations of the City and, except as otherwise provided in the Master Trust Agreement, the Bond Service Charges shall be payable equally and ratably solely from the Pledged Revenues. The payment of Bond Service Charges shall be secured by the Master Trust Agreement (as such Master Trust Agreement may be amended and supplemented from time to time in accordance with its terms) by a pledge of the Pledged Revenues and an assignment of the Pledged Revenues to the Trustee, as provided in the Act, this Ordinance and the Master Trust Agreement. However, any pledge or assignment of, lien on or security interest in any fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee shall be valid and enforceable only to the extent permitted by law.

The City covenants that it will promptly pay from such sources the Bond Service Charges on every Bond issued under the Master Trust Agreement at the places, on the dates and in the manner provided in the applicable Series Bond Ordinance authorizing each series of Bonds, the applicable Supplemental Trust Agreement relating to each series of Bonds, the Master Trust Agreement and the Bonds, according to the true intent and meaning thereof.

Nothing in this Ordinance, the Bonds or the Master Trust Agreement shall constitute a general obligation debt or tax-supported bonded indebtedness of the City; the general resources of the City shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the City are or shall be pledged, for the performance of any duty under this Ordinance, the Master Trust Agreement or the Bonds. Nothing in this Ordinance gives the holders of Bonds, and they do not have, the right to have excises or taxes levied by the City for the payment of Bond Service Charges, but the Bonds are payable solely from the Pledged Revenues, as provided in this Ordinance and the Master Trust Agreement, and each Bond shall contain a statement to that effect; provided, however, that nothing shall be deemed to prohibit the City, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Master Trust Agreement, this Ordinance or the Bonds.

Nothing in this Ordinance, the Bonds or the Master Trust Agreement shall prevent payment of Bond Service Charges on Additional Bonds from being otherwise secured and protected from sources or by funds and instruments not applicable to the initial series of Bonds and any one or more other series of Additional Bonds, or not being secured or protected from sources or by funds or instruments applicable to the initial series of Bonds or one or more other series of Additional Bonds. Without limiting the generality of the foregoing, nothing in the Master Trust Agreement shall prevent the City from providing a Credit Support Instrument pledged or relating to the payment of Bond Service Charges on any one or more Bonds, or series of Bonds, or two or more series of Bonds, or part of a series of Bonds, and not on other Bonds or series of Bonds.

Section 3. Master Trust Agreement. In the name and on behalf of the City, and in connection with the issuance and delivery of the initial series of Bonds, the Master Trust Agreement shall be signed by the City Manager and Director of Finance in substantially the form now on file with the Clerk of Council. The Master Trust Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by those officers on behalf of the City, all of which shall be conclusively evidenced by the signing of the Master Trust Agreement or any amendments thereto.

Section 4. Creation of Funds. The Project Fund, the Revenue Fund, the Bond Service Fund, the Bond Reserve Fund and the Rebate Fund, each as defined and described in the Master Trust Agreement, are each created herein and in the Master Trust Agreement. Moneys in those Funds shall be applied as provided in the Master Trust Agreement. The Director of Finance is hereby authorized to maintain, or permit the maintenance of, such separate accounts in any of those Funds, and such separate subaccounts in any account, as is determined to be in the best interest of the City.

Section 5. Further Authorization. The City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each hereby authorized to execute any agreements, certifications, financing statements, documents or other instruments, and to take such other actions which are necessary or appropriate in the judgment of such officers to consummate the transactions contemplated herein and the Master Trust Agreement, or to protect the rights and interests of the City, the Trustee or the holders of Bonds.

Section 6. Compliance With Open Meeting Law. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 7. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the initial series of Bonds, which is necessary to enable the City to take advantage of favorable interest rates and commence construction of Public Improvements; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2025-O-_____ passed by the City Council of the City of Huber Heights, on _____, 2025.

_____
Clerk of Council

AI-10904 **Topics Of Discussion**

Council Work Session

Meeting Date: 06/03/2025

Canal Heights Development - Bond Authorization - Series Bond Ordinance

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 06/03/2025

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

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

Agenda Item Description or Legislation Title

* Series Bond Ordinance

Purpose and Background

The Series Bond Ordinance authorizes tax increment financing revenue bonds to be issued in the maximum principal amount of $4,350,000 (note that a maximum principal authorization preserves the flexibility to actually issue less for a particular purpose), for the purpose of paying the costs of certain public infrastructure relating to the Canal Heights Incentive District #1 Project. The Series Bond Ordinance also provides that Jim Bell, as Finance Director, will make certain determinations regarding:

- Interest and principal payment dates.
- Actual principal amount of the bonds to be sold.
- The City shall take such actions that may be required for the interest on the bonds to be and remain excluded from gross income for purposes of federal income tax purposes.
- The bonds are to be dated as determined by the Finance Director in the Certificate Of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the closing date.

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:

The bonds are secured by the developer through Minimum Service Payments. The bonds are not secured by the City.

Attachments

Bond Placement Agreement

First Supplemental Trust Agreement

Private Placement Memorandum

Ordinance

$_____
City of Huber Heights, Ohio
Tax Increment Financing Revenue Bonds, Series 2025
(Canal Heights Incentive District #1 Project)

BOND PLACEMENT AGREEMENT

This Bond Placement Agreement (this "Agreement") is dated _____, 2025, by and among the City of Huber Heights, Ohio (herein the "City" or the "Issuer"), a municipal corporation duly organized and validly existing under the Act (itself defined *infra*), Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Developer"), and KeyBanc Capital Markets Inc., an Ohio corporation (the "Placement Agent"), as placement agent for the Series 2025 Bonds identified above. The Series 2025 Bonds shall mature, bear interest, and be subject to redemption all as set forth in Appendix I hereto.

Terms initially capitalized herein and not otherwise defined herein shall have the meaning set forth in the Trust Agreement or in the Development Agreement (each as defined herein).

1. Background.

(a) The City, pursuant to the laws of the State of Ohio, including the Ohio Constitution and the City Charter (collectively, the "Act"), proposes to issue its Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project) (the "Series 2025 Bonds") in the principal amount of $_____ pursuant to (i) Ordinance No. 2025-O-___ passed by the City Council of the City (the "Council") on _____, 2025 (the "General Bond Ordinance"), (ii) Ordinance No. 2025-O-___ passed by the Council on _____, 2025 (the "Series 2025 Bond Ordinance"), (iii) the Certificate of Award executed by the Director of Finance, which is attached hereto as Appendix I (the "Certificate of Award" and, together with the General Bond Ordinance and the Series 2025 Bond Ordinance, the "Series 2025 Bond Legislation"), (iv) the Master Trust Agreement dated as of _____, 2025 (the "Master Trust Agreement"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (together with any successors as trustee, the "Trustee"), and (v) the First Supplemental Trust Agreement dated as of _____, 2025 (the "First Supplemental Trust Agreement" and collectively, the Master Trust Agreement, as amended and supplemented from time to time, including by the First Supplemental Trust Agreement, the "Trust Agreement"), by and between the City and the Trustee; and

(b) In addition to this Agreement, the Series 2025 Bond Legislation, and the Trust Agreement, other transaction documents include (but are not limited to) the following: (i) the Development Agreement dated as of _____, 2025 (the "Development Agreement"), by and between the City and the Developer, relating the development consisting of 283 single-family residences (the "Development Project"), (ii) the Declaration of Covenants and Conditions Relative to Minimum Service Payment Obligations dated as of _____, 2025 (the "Declaration"), executed or to be executed by the Developer, (iii) Ordinance No. 2025-O-2687 passed by the Council on April 4, 2025 (the "TIF Ordinance"), (iv) the Continuing Disclosure Agreement dated _____,

2025 (the "Continuing Disclosure Agreement"), by the City for the benefit of the holders [and beneficial owners] of the Series 2025 Bonds, and (v) all other documents and instruments relating to the Series 2025 Bonds or any security therefor (the foregoing documents, inclusive of this Agreement, the Trust Agreement, the Series 2025 Bond Legislation, the Development Agreement, the Declaration, and the Continuing Disclosure Agreement are hereinafter collectively referred to as the "Transaction Documents").

(c) Proceeds of the Series 2025 Bonds will be used by the City for the purpose of (i) paying the costs of Public Improvements in the Canal Heights Incentive District #1, (ii) funding the Bond Reserve Requirement for the Series 2025 Bonds to the extent it is determined to be financially advantageous to the City and (iii) paying Financing Costs of the Series 2025 Bonds.

2. Placement, Sale and Closing.

(a) Based upon the terms and conditions and upon the representations, warranties and agreements herein set forth, the Placement Agent shall use its best efforts to place the Series 2025 Bonds on behalf of the Issuer, and the Issuer hereby agrees to sell and deliver the Series 2025 Bonds to the purchasers with whom Series 2025 Bonds are placed in accordance herewith (the "Purchasers"). The Series 2025 Bonds shall be subject to redemption as set forth in the Trust Agreement. The Placement Agent agrees to assist in the private placement of the Series 2025 Bonds at the initial offering price or yield set forth in the Trust Agreement.

(b) For purposes of this Agreement, "private placement" shall mean the private placement of the Series 2025 Bonds with "qualified institutional buyers" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or "accredited investors" as defined in Rule 501(1) of Regulation D promulgated under the Securities Act ("Eligible Investors"), which placement shall be in compliance with all applicable federal and state securities laws, including Section 4(2) of the Securities Act of 1933, as amended.

(c) The Series 2025 Bonds are described in a Preliminary Private Placement Memorandum dated _____, 2025 (the "Preliminary Private Placement Memorandum") and final Private Placement Memorandum dated _____, 2025 (collectively, including any supplements and amendments, the "Private Placement Memorandum") substantially in the form of the Preliminary Private Placement Memorandum.

(d) The Placement Agent shall exercise its best efforts to complete the placement of the Series 2025 Bonds by 11:30 a.m., Columbus, Ohio time on _____, 2025, or at such later date as may be agreed upon by the parties hereto (the "Closing Date"). On the Closing Date the purchase price paid by the Purchasers of the Series 2025 Bonds shall be paid in immediately available funds to the Trustee, and the Issuer shall deliver, or cause to be delivered, to the Trustee for the DTC account(s) of the Purchasers, the Series 2025 Bonds [in book entry form] (the "Closing") accompanied by

the opinion of Squire Patton Boggs (US) LLP, Bond Counsel (hereinafter, "Bond Counsel") and the other instruments and documents required to be delivered hereunder.

(e) The Placement Agent's responsibilities under this Agreement are limited to assisting the Issuer in the efficient and responsible placement of the Series 2025 Bonds by the Issuer directly to the Purchasers, and the Placement Agent assumes no obligation whatsoever to purchase the Series 2025 Bonds whether or not Purchasers agree to purchase the Series 2025 Bonds in sufficient amounts and whether or not Purchasers fail to abide by their agreements to purchase the Series 2025 Bonds.

(f) Each of the Purchasers will be required to execute and deliver to the Placement Agent and the City an investor letter in the form attached hereto as Appendix II (the "Investor Letter").

3. Placement Memorandum. The City, the Developer, the Development Project and the Series 2025 Bonds are described in the Preliminary Private Placement Memorandum and the Private Placement Memorandum. The City and the Developer authorize the Placement Agent to use the Preliminary Private Placement Memorandum and the Private Placement Memorandum in connection with the offer and sale of the Series 2025 Bonds.

(a) All information concerning the City, its business, operations, financial condition or properties contained in the Preliminary Private Placement Memorandum and the Private Placement Memorandum under the captions [_____ _____] of the Preliminary Private Placement Memorandum and the Private Placement Memorandum, is referred to in this Agreement as "City Information."

(b) All information concerning the Development Project and the Developer contained in the Preliminary Private Placement Memorandum and the Private Placement Memorandum and all information under the caption [_____ _____] is referred to in this Agreement as "Developer Information".

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

(a) The City is a municipal corporation duly organized and existing under the Constitution and laws of the State, having the powers and authority set forth in the Act.

(b) The General Bond Ordinance and the Series 2025 Bond Ordinance were each duly adopted by the Council and are in full force and effect. The City has duly authorized the execution, delivery and due performance of this Agreement, as well as the Trust Agreement, the Development Agreement, the Continuing Disclosure Agreement, the Series 2025 Bonds and all other documents and instruments that have been executed by the City relating to the Series 2025 Bonds on or prior to the date of the issuance of the Series 2025 Bonds (collectively, the "City Documents"), and has duly authorized the taking of any action as may be required on the part of the City to consummate the transactions contemplated herein and therein.

(c) Other than as may be required under the securities laws of any state or other jurisdiction, as to all of which the City makes no representation, there is no consent,

approval, authorization or other order of, filing with, registration with, or certificate by, any regulatory authority having jurisdiction over the City, and no election or referendum of or by any person, organization or public body whatsoever required in connection with this Agreement and the issuance of the Series 2025 Bonds or any of the actions to be taken pursuant hereto or thereto. There are no provisions of Ohio law which would allow, as of the date hereof or any date subsequent hereto, any referendum, the results of which could invalidate the General Bond Ordinance or the Series 2025 Bond Ordinance or invalidate, limit or condition the obligations of the City undertaken in the City Documents or hereunder or in connection with the transactions contemplated thereby and hereby.

(d) The City has, and at all relevant times previous to the date hereof, had the full legal right, power and authority pursuant to the Act to: (i) enter into this Agreement; (ii) adopt the TIF Ordinance, the General Bond Ordinance, and the Series 2025 Bond Ordinance; (iii) issue and sell the Series 2025 Bonds as provided in this Agreement, the Certificate of Award, and the Trust Agreement; and (iv) perform its obligations under and as contemplated in this Agreement, the other City Documents, the TIF Ordinance and the Series 2025 Bond Legislation.

(e) The Series 2025 Bonds, when delivered to and paid for by the Purchasers, will have been duly authorized, executed, issued and delivered and will constitute valid and binding special obligations of the City, enforceable in accordance with their terms and the terms of the General Bond Ordinance, the Series 2025 Bond Ordinance, and the Trust Agreement, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability thereof may be limited by the application of general principles of equity and to limitations on legal remedies against public entities. The principal of and interest on the Series 2025 Bonds are payable from the Pledged Revenues (as defined in the Trust Agreement). The Series 2025 Bonds do not constitute a pledge of the faith and credit of the City or a debt or a pledge of the full faith and credit of the City, the State of Ohio or any political subdivision thereof; and any holders of the Series 2025 Bonds shall have no right to have taxes levied by the General Assembly of the State of Ohio, the State of Ohio or any political subdivision thereof including without limitation the City for the payment of the principal of, or interest on, the Series 2025 Bonds. To the best of the knowledge of the City, no event of default has occurred and is continuing under any of the City Documents, and no event has occurred and is continuing which with the lapse of time or the giving of notice or both would constitute such an event of default.

(f) The execution and delivery of this Agreement and the City Documents, and the adoption of the General Bond Ordinance, the Series 2025 Bonds Ordinance and the TIF Ordinance, by the City, and compliance by the City with the provisions hereof and thereof, will not conflict with or result in a violation of the Constitution of the State of Ohio or the laws of the State of Ohio, including any debt limitations or other restrictions or conditions on the debt issuing power of the City, and will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulations or any of the terms, conditions or provisions of any judgment, decree, loan agreement, bond, note, resolution, trust agreement, mortgage, deed of trust or other agreement or instrument to which the City is a party or by which it is bound.

(g) To the knowledge of the City, no action, suit, inquiry, investigation or other proceeding at law or in equity is pending against the City or threatened, in or before any court, governmental agency, authority, body or arbitrator seeking to restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds or the Development Project or the execution, delivery and performance of the Trust Agreement, or in any way contesting or affecting the validity or enforceability of this Agreement, the City Documents, the Series 2025 Bond Legislation or the TIF Ordinance, or contesting in any way the powers or authority of the City.

(h) There is no public vote or referendum pending or concluded against the City, or, to the knowledge of the City, proposed, the results of which could in any way adversely affect the transactions contemplated by this Agreement, the City Documents, the Series 2025 Bond Legislation or the TIF Ordinance or the validity or enforceability of the Series 2025 Bonds or any Transaction Documents.

(i) Any certificate signed by or on behalf of the members, officials, or employees of the City and delivered to the Placement Agent shall be deemed a representation by the City to the Placement Agent and the Purchasers as to the truth of those statements made by the City therein.

(j) Prior to the Closing Date, the City shall have taken all actions necessary to be taken by it for: (i) the issuance, sale and delivery of the Series 2025 Bonds upon the terms set forth herein and in the Series 2025 Bond Legislation and the Trust Agreement, and (ii) the execution and delivery by the City of all such other instruments and the taking of all such other actions on the part of the City as may be necessary or appropriate for the effectuation and consummation of the transactions on the part of the City contemplated by this Agreement, the City Documents and the Series 2025 Bond Legislation. The City has not taken and will take no action which will cause any representation contained in this Agreement to be untrue as of the Closing Date.

(k) The City will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Series 2025 Bonds to be applied in a manner other than as provided in the Trust Agreement.

(l) The parties hereto acknowledge that no official of the City executing the Series 2025 Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof, and no covenant, representation, stipulation, obligation or agreement contained in the Series 2025 Bonds, the City Documents or this Agreement shall be deemed to be a covenant, representation, stipulation, obligation or agreement of any present or future officer, official, agent or employee of the City in his or her individual capacity.

(m) Except as disclosed in the Private Placement Memorandum, during the last five years, the City has not failed to materially comply with any previous undertaking relating to continuing disclosure of information according to Rule 15c2-12 prescribed by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 ("Rule 15c2-12").

(n) Except for omitted information, the City Information in the Preliminary Private Placement Memorandum is, as of its date and at all times after the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(o) The City Information in the Private Placement Memorandum is, as of its date and at all times after the date of the Private Placement Memorandum up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(p) [If the Private Placement Memorandum is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" (as defined in Rule 15c2-12), the Private Placement Memorandum as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.]

(q) If between the date hereof and the end of the underwriting period, any event shall occur which might or would cause the Private Placement Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Placement Agent thereof, and if, in the opinion of the Placement Agent, such event requires the preparation and publication of a supplement or amendment to the Private Placement Memorandum, the City shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the City but solely from funds duly appropriated by Council for such purposes, if any) a reasonable number of copies of an amendment of or supplement to the Private Placement Memorandum in form and substance satisfactory to the Placement Agent.

(r) The City will provide or cause to be provided sufficient copies of the final Private Placement Memorandum to the Placement Agent in adequate time to enable the Placement Agent to comply with its responsibilities.

(s) Upon the Placement Agent's reasonable request, the City shall provide all necessary information supplemental to the Private Placement Memorandum and take any other reasonable action (other than consenting to service of process in any jurisdiction other than the State) which, in the reasonable opinion of the Placement Agent, may be reasonably necessary or advisable in connection with the offer and sale of the Series 2025 Bonds. The City will notify the Placement Agent if, before the delivery of and payment for the Series 2025 Bonds on the Closing Date, any event occurs that is known to the City and that makes

any statement in the Private Placement Memorandum untrue or misleading in any material respect.

(t) The Placement Agent and Purchasers may rely on all representations and warranties of the City contained in any City Documents, and all such representations and warranties shall be true and correct as of the Closing Date.

5. Representations and Warranties of the Developer. The Developer represents and warrants to the Placement Agent and the City as follows:

(a) The Developer is duly organized and validly existing as Delaware corporation with corporate power and authority to own its properties and conduct its business, and has been duly qualified to transact business and in good standing in the State of Ohio and each other jurisdiction in which the failure to so qualify would have a material adverse effect on the company.

(b) The Developer has full power and authority to execute, deliver, and perform its obligations under this Agreement, the Development Agreement and the Declaration and all other documents and instruments that have been or will be executed or delivered by the Developer in connection therewith on or prior to the date of issuance of the Series 2025 Bonds (collectively, the "Developer Documents").

(c) Each of the Developer Documents has been duly authorized by the Developer and constitutes, or, if not yet executed, when executed and delivered by the parties thereto will constitute, a valid and legally binding obligation of the Developer enforceable against the Developer in accordance with its terms, except to the extent limited by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights or principles of equity and subject to judicial discretion.

(d) The execution and delivery by the Developer of the Developer Documents and the compliance by the Developer with its obligations thereunder will not conflict in any material way with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Developer is a party or by which the Developer is bound, or to which any of the property or assets of the Developer is subject, or result in any violation of the provisions of the Articles of Incorporation, Code of Regulations, Bylaws, Partnership Agreement, or Operating Agreement of the Developer, as applicable (the "Developer Organizational Documents"), nor will such action result in any violation of the provisions of any statute or any order, rule, or regulation of any court or governmental agency or body having jurisdiction over the Developer or any of its properties or result in the imposition of any lien on the Developer or any of its properties or assets, the effect of which violation or imposition, as the case may be, individually or in the aggregate, is reasonably likely to have a material adverse effect on the business, properties, financial condition, or results of operations of the Developer; and no consent, approval, authorization, order, registration, or qualification of or with any such court or governmental agency or body is required to be obtained by the Developer for the consummation by the Developer of the transactions contemplated by the Developer Documents, except such

consents, approvals, authorizations, registrations, or qualifications (i) as are contemplated in the Developer Documents to be obtained on or after the date of this Placement Agreement, (ii) as may be required under state securities or Blue Sky laws in connection with the sale of the Series 2025 Bonds by the Placement Agent, and (iii) as may be required in connection with construction, operation, and maintenance of the Development Project.

(e) The Developer is not in violation of the Developer Organizational Documents or in default in the performance or observance of any obligation, covenant, or condition contained in any law, regulation, decree, order, indenture, mortgage, deed of trust, loan agreement, lease, or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, the result of which violation or default, individually or in the aggregate, is reasonably likely to have a material adverse effect on (i) the business, properties, financial condition, or results of operations of the Developer taken as a whole; (ii) the ability of the Developer to perform its obligations under the Developer Documents; (iii) the security for the Series 2025 Bonds; or (iv) the construction, operation, or maintenance of the Development Project by the Developer.

(f) As of the Closing Date (i) there will not be any further approval, authorization, consent, or other order of any public board or body required to be obtained for the execution and delivery of the Developer Documents by the Developer; (ii) the Developer will not be in default under any Developer Documents; and (iii) the Developer will have performed all obligations required under the Developer Documents to be performed by the Developer on or before the Closing Date.

(g) To the knowledge of the Developer, there are no legal or governmental proceedings pending to which the Developer is a party or of which any property of the Developer is the subject with respect to which there is a reasonable likelihood of a determination which would individually or in the aggregate have a material adverse effect on the financial condition, business, operations, or properties of the Developer; and, to the Developer's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(h) Except for omitted information, the Developer Information in the Preliminary Private Placement Memorandum is, as of its date and at all times after the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Developer Information in the Private Placement Memorandum is, as of its date and at all times after the date of the Private Placement Memorandum up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) If the Private Placement Memorandum is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the "end of the underwriting period" (as defined in Rule 15c2-12), the Private Placement Memorandum as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The City, the Trustee, Bond Counsel and the Placement Agent may rely upon all representations and warranties of the Developer contained in any Developer Documents and all such representations shall be true and correct in all material respects as of the Closing Date.

(l) The Developer will comply in all material respects with federal, state, or local zoning, subdivision, environmental, pollution control and building laws, regulations, codes, and ordinances applicable to the Developer with respect to the Development Project.

6. Representations of the Placement Agent. The Placement Agent hereby represents to the Issuer and the Developer as follows:

(a) The Placement Agent has full power and authority to enter into this Agreement, and, assuming due authorization, execution, and delivery by each of the other parties hereto, it is a binding obligation of the Placement Agent enforceable in accordance with its terms, except to the extent limited by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights or principles of equity and subject to judicial discretion.

(b) The Placement Agent has not and shall not place any of the Series 2025 Bonds for sale in violation of any state or federal securities laws, except for any violation which may arise as a result of a misrepresentation or breach of which it is unaware by the Issuer or the Developer with respect to any matter in this Agreement.

(c) To the best of the knowledge and belief of the Placement Agent, after due inquiry, nothing has come to the attention of the Placement Agent that would lead to the conclusion that the Placement Agent is in violation of the provisions of Chapter 102 or Sections 2921.42 and 2921.43 of the Ohio Revised Code, to the extent that any such provisions are applicable at the time of entering into this Agreement.

7. Expenses. The costs and expenses incurred by the parties in connection with the undertakings contemplated by this Agreement, unless otherwise agreed to in writing, shall be paid as follows:

(a) The Issuer shall pay, solely to the extent available from the proceeds of the Series 2025 Bonds, all expenses incident to the performance of the Issuer's obligations hereunder, including but not limited to: (i) the cost of preparation and printing the definitive Series 2025 Bonds; (ii) the fees, expenses and disbursements of Bond Counsel and Issuer's Counsel; (iii) the fees, expenses and disbursements of the municipal advisor to the Issuer; (iv) the fees of the Placement Agent and its counsel in the aggregate amount of

$_____; (v) the initial fees and charges of the Trustee and its counsel (including the first annual payments due to the Trustee) with respect to the Series 2025 Bonds, the Registrar and the Paying Agents, if any; and (vi) fees and expenses of the Issuer.

(b) The Placement Agent shall pay: (i) the cost of making payment in Federal Reserve Funds; (ii) cost of clearing the Series 2025 Bonds; (iii) the fees and charges assessed by the Municipal Securities Rulemaking Board, the Securities Industry and Financial Markets Association, and the Ohio Municipal Advisory Council; (iv) wire charges and reasonable travel expenses incurred by the Placement Agent; and (v) all other expenses incurred by the Placement Agent in connection with the Series 2025 Bonds, except those described in Section 7(a).

(c) The Developer shall pay all expenses incurred by the Developer in connection with the Series 2025 Bonds, except those described in Section 7(a).

8. Covenants.

(a) The City covenants that:

(i) Upon the Placement Agent's reasonable request, the Issuer shall take any reasonable action (other than consenting to service of process in any jurisdiction other than Ohio) which, in the reasonable opinion of the Placement Agent, may be reasonably necessary or advisable in connection with the offer and sale of the Series 2025 Bonds.

(ii) The Issuer shall promptly advise the Placement Agent of the institution of any proceeding to which it is a party or of which it has knowledge by any governmental agency or otherwise adversely affecting the offering, sale or distribution of the Series 2025 Bonds.

(iii) The Issuer shall endeavor in good faith, in cooperation with the Placement Agent prior to the Closing Date and at the expense of the Developer, to qualify the Series 2025 Bonds for offer and initial sale as a private placement under the securities laws in such states as the Placement Agent shall request. In each jurisdiction where such qualification shall be effected, the Issuer, at the expense of the Developer, will provide all information and documentation, reasonably available to it, necessary to file and make such statements or reports at such times as are required by the laws of such jurisdiction; provided, that the Issuer shall not be required to consent to service of process except within the State of Ohio.

(b) The Developer covenants that:

(i) Upon the Placement Agent's reasonable request, the Developer shall take any action, which, in the reasonable opinion of the Placement Agent, may be reasonably necessary or advisable in connection with the offer and initial sale of the Series 2025 Bonds.

(ii) The Developer shall cooperate in good faith, in cooperation with the Placement Agent's efforts, to qualify the Series 2025 Bonds for offer and initial sale as a private placement under the securities laws in such states as the Placement Agent shall request; provided, that the Developer shall not be required to consent to service of process in any jurisdiction where it has not already so consented or to qualify as a foreign limited liability company or foreign corporation in any jurisdiction.

(iii) The Developer shall provide all information necessary to allow the Issuer to comply with any continuing disclosure obligations during the period the Series 2025 Bonds remain outstanding.

9. Conditions of Closing. The obligations of the Placement Agent hereunder are subject to the following further conditions:

(a) On or prior to the Closing Date, all representations and warranties of the Developer and the Issuer herein shall be true and correct and the Developer and the Issuer shall have performed all of their obligations hereunder theretofore to be performed.

(b) On the Closing Date, there shall have been delivered to the Placement Agent in form and substance satisfactory to the Placement Agent:

(i) executed counterparts of all Transaction Documents;

(ii) certified copies of the Series 2025 Bond Legislation;

(iii) a certified copy of the TIF Ordinance;

(iv) such documents and certificates as it or its counsel may reasonably require in order to evidence the accuracy, completeness or satisfaction of any of the representations, warranties or conditions contained in this Agreement;

(v) opinion of Bond Counsel, set forth in [Appendix _] to the Private Placement Memorandum, addressed to the Trustee, the Purchasers and the City;

(vi) an opinion of counsel to the City opining as to the due authorization, execution, and enforceability of the Transaction Documents to which the City is a party as to the City, and as to the continued effectiveness of the TIF Ordinance;

(vii) an executed Certificate of the Developer in the form set forth in *Exhibit A* attached to this Agreement (the "Developer Certificate");

(viii) authorizing resolutions of the Developer evidencing the Developer's authorization to sign the Transaction Documents to which it is a party; and

(ix) an opinion of counsel to the Developer opining as to the due authorization, execution, and enforceability of the Transaction Documents to which the Developer is a party as to the Developer.

(c) The City Documents, the Developer Documents, and all other documents for the issuance, purchase, sale, and security of the Series 2025 Bonds, in form and substance satisfactory to the Placement Agent, shall have been duly authorized, executed, and delivered by the respective parties thereto and shall be in full force and effect.

(d) All Issuer proceedings and related matters in connection with the authorization, issuance, sale, and delivery of the Series 2025 Bonds shall be satisfactory to Bond Counsel and counsel for the Placement Agent, and such counsel shall have been furnished with such papers and information as they may have reasonably requested to enable them to pass upon the matters referred to in this subdivision.

(e) No order or proceeding suspending the sale of the Series 2025 Bonds in any jurisdiction in which a sale is proposed or in the State of Ohio shall have been issued on or prior to the Closing Date and be continuing, and no proceedings for such purposes either shall have been instituted and shall be continuing or, to the knowledge of the Issuer, the Developer, or the Placement Agent, shall be contemplated.

(f) At the Closing Date, no litigation shall be threatened or pending in any court, nor any referendum or public vote shall be threatened or pending, nor any proceeding before or by any governmental authority, body or arbitrator shall be threatened or pending: (i) seeking to restrain or enjoin the issuance, sale or delivery of any of the Series 2025 Bonds or the execution and delivery of the Trust Agreement, or the payment, collection or application of the proceeds thereof or payments of the Statutory Service Payments or any other moneys or property pledged or to be pledged under the Development Agreement, the Series 2025 Bond Legislation or the Trust Agreement; (ii) in any way questioning or affecting the validity of the Series 2025 Bonds or any provisions of the Transaction Documents, the Series 2025 Bond Legislation, the TIF Ordinance, or any proceedings taken by the City, the Developer, or any signatories to the Transaction Documents (other than the Purchasers) with respect to any of the foregoing; (iii) questioning the City's creation, organization or existence, or the titles or the right to hold office of any of its officials, or the City's power to engage in any of the transactions contemplated of it by the Transaction Documents, or to collect or pledge the Statutory Service Payments or the Minimum Service Payments; (iv) questioning the creation, organization or existence of any of the signatories to the Transaction Documents (other than the Purchasers) or their members or managers, or their power to engage in any of the transactions contemplated by this Agreement or the other Transaction Documents; or (v) questioning the power of the City, the Developer, the Placement Agent, or any of the signatories to the Transaction Documents (other than the Purchasers) to engage in any of the transactions contemplated by this Agreement; or (vi) challenging or seeking to restrain or curtail the construction or operation of the Development Project or the Public Improvements in the Canal Heights Incentive District #1.

If any condition in this Section is not satisfied on or prior to the Closing Date, this Agreement may be terminated by the Placement Agent by notice in writing to the Developer and the Issuer.

The Placement Agent may waive in writing compliance with any one or more of the foregoing conditions or extend the time for their performance.

10. Establishment of Issue Price. There shall be executed and delivered by the Purchasers to the Issuer at Closing a certificate in form reasonably required by the Placement Agent, the Issuer, and Bond Counsel, to accurately reflect, as applicable, the sales price or prices of the Series 2025 Bonds.

11. Representations and Agreements to Survive Sale and Payment. Except as the context otherwise requires, all representations, warranties, and agreements contained in this Agreement shall be deemed to be representations, warranties, and agreements of the parties hereto at the Closing Date, notwithstanding the non-delivery for any reason of any certificate required to be delivered hereunder; and such representations, warranties, and agreements of the parties, including the indemnity agreement contained in Section 14 hereof, shall remain operative and in full force and effect regardless of any investigation made by the Placement Agent, the Issuer, or the Developer, or by any indemnified parties; and shall survive the sale of and any payment for the Series 2025 Bonds.

12. Termination of this Agreement. This Agreement may be terminated at any time prior to the Closing Date by the Placement Agent if, in the reasonable judgment of the Placement Agent, the market price of the Series 2025 Bonds would be materially adversely affected or it is impractical to offer the Series 2025 Bonds for sale or to enforce contracts made by the Placement Agent for the sale of the Series 2025 Bonds agreed to be purchased hereunder by reason of:

(a) legislation shall been enacted by the Congress of the United States or the legislature of the State of Ohio or shall have been favorably reported out of committee or either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the University States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State of Ohio or the Tax Court of the United States, or a ruling, resolution or temporary regulations, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Series 2025 Bonds, or

(b) a general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed or be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC of any other governmental authority having jurisdiction, or

(c) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of

the general character of the Series 2025 Bonds, the Bond Legislation, the TIF Ordinance, the Transaction Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provision of the federal securities laws, or

(d) any suspension or material limitation or significant disruptions in the markets for tax-exempt or taxable obligations issued by political subdivisions or for United States Treasury Notes or Series 2025 Bonds, or

(e) a banking moratorium having been declared by either federal or applicable state authorities, or

(f) there shall have occurred (i) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, or (ii) any other calamity or crisis in the financial markets or the United States or elsewhere, or

(g) any action having been taken by any government in respect of its legislative or monetary affairs which, in the opinion of the Placement Agent, has a material adverse effect on the United States' securities markets or the market for the Series 2025 Bonds, or

(h) any representation made herein by the Issuer or the Developer, shall be untrue or misleading in any material respect, or

(i) general political, economic and market conditions which, in the reasonable opinion of the Placement Agent, are not satisfactory to permit the sale of the Series 2025 Bonds or

(j) a material disruption in securities settlement, payment or clearance services affecting the Series 2025 Bonds shall have occurred, or

(k) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, placement agents shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order, or

(l) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Series 2025 Bonds, including the underlying obligations as contemplated by this Agreement, or any document relating to the issuance, offering or sale of the Series 2025 Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939.

If this Agreement is terminated for any reason whatsoever other than due to breach by the Placement Agent, the Developer shall be liable for all costs and expenses set forth in Section 7 hereof.

Notwithstanding any election hereunder or any termination of this Agreement and whether or not this Agreement is otherwise carried out, the provisions of Sections 7 and 11 shall not in any way be affected by such election or termination hereunder or by the failure to carry out the terms of this Agreement or any part thereof.

13. Placement of Series 2025 bonds by Placement Agent. The Placement Agent proposes to place the Series 2025 Bonds as set forth in herein. The Series 2025 Bonds will be sold to not more than 35 purchasers, each of whom the Placement Agent believes meets the requirements set forth in subparagraph (d)(1)(i) of Rule 15c2-12. On or before the Closing Date, the Placement Agent shall deliver to the Issuer one or more Investor Letters executed by each of the Purchasers.

All services are provided by Placement Agent on an arm's length, commercial basis and may or may not be provided in conjunction with services provided by advisors to the Issuer, such as, but not limited to, a financial advisor or a municipal advisor.

The Issuer and Developer are aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -the "Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Some of the services that the Placement Agent will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Series 2025 Bond issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Series 2025 Bonds, the parties understand and agree that the Placement Agent is serving as a placement agent for this transaction and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. The Issuer agrees that the Placement Agent will not be serving as the Issuer's financial advisor or acting as an agent or fiduciary for the Issuer and that the Issuer will be consulting with its own legal, financial and other advisors. This Agreement and relationship shall be either executed, approved or acknowledged by the Board.

14. Indemnification.

(a) The Placement Agent shall:

(i) to the extent permitted by law, indemnify and hold harmless the City and any officer, director, employee, agent, attorney or person, if any, who controls such indemnified parties within the meaning of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), from and against any and all losses, claims, damages, expenses or liabilities to which the indemnified persons or any of them become subject under the Securities Act of 1933, as amended, or Exchange Act, or under any other statute or at common law or otherwise insofar as such losses, claims, damages, expenses or liabilities arise out of or are based upon: (A) any breach of this Agreement by the Placement Agent; or (B) the untruth of any representation in this Agreement by the Placement Agent; and

(ii) except as provided below, reimburse the parties so indemnified for any reasonable legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions, whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, liabilities, or actions arise out of or are based upon the circumstances set forth in Section 14(a)(i) above.

(b) Promptly after receipt by the parties to be indemnified of notice of the commencement of any action or proceeding or knowledge of any claim in respect of which indemnity may be sought under this Section 14, such person shall notify the Placement Agent in writing of the commencement thereof, and subject to the provisions provided below, such indemnified party shall assume the defense of such action, proceeding, or claim (including employment and payment of counsel, who shall be counsel satisfactory to the applicable indemnified parties, and the payment of such counsel's costs and expenses), insofar as such action, proceeding, or claim shall relate to any alleged liability in respect of which indemnity may be sought against the Placement Agent. In the event that any indemnified party or parties shall determine, in the exercise of their reasonable judgment, that there exists a conflict of interest by reason of having a common counsel with the Placement Agent, or with any other indemnified party, or if the Placement Agent elects not to defend the action, proceeding or claim with respect to any or all indemnified parties, then each such indemnified party may employ separate counsel satisfactory to both the Placement Agent and the indemnified parties to represent or defend it in any such action or proceeding in which it may become involved or is named as defendant and the Placement Agent will pay as incurred the reasonable fees and disbursements of such counsel.

(c) The City agrees to notify the Placement Agent promptly of the assertion against it or any of its officers, directors, employees, partners or agents of any claim or the commencement of any action or proceeding arising from any act or omission of the parties, including their independent contractors, consultants, and legal counsel, or any of their agents, servants, partners or employees in connection with any information provided by the City. The Placement Agent shall not be liable to indemnify any person for any settlement of any aforementioned action, proceeding or claim effected without the consent of the Placement Agent.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

16. Third-Party Beneficiaries. All parties to this Agreement agree that the Purchasers of the Series 2025 Bonds on the Closing Date will be a third-party beneficiary of this Agreement and will be entitled to rely upon and enforce the representations, warranties and covenants in this Agreement as though they are parties to this Agreement.

17. Severability. If any provision in this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

18. Modification of Agreement. This Agreement may not be modified or amended except by written agreement executed by all of the parties to this Agreement.

19. Other Instruments. The parties to this Agreement covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement and the transactions contemplated hereby.

20. Captions. The captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement.

21. Successors. This Agreement is made and will inure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, officials and controlling person, and, unless expressly provided for herein, no other person will have any right or obligation hereunder by virtue hereof.

22. Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. Signatures transmitted or stored by electronic means (such as .pdfs) shall be considered original signatures.

23. Notice. All communications hereunder will be in writing and delivered to City, the Developer and Placement Agent as follows:

Placement Agent	KeyBanc Capital Markets Inc. 175 South 3rd Street, 12th Floor Columbus, Ohio 43215 Attention: David C. Tiggett, Managing Director
City	City of Huber Heights, Ohio 6131 Taylorsville Road Huber Heights, Ohio 45424 Attention: Director of Finance
Developer	Forestar (USA) Real Estate Group Inc. _____ _____ Attention: _____

24. Limitation of Liability. Notwithstanding any provision herein to the contrary, any member, officer, director, partner, agent, commissioner, board members, council members, or employee of the Issuer, including any person executing this Bond Purchase Agreement, shall not bear any liability as a result of any failure of the Issuer to perform its obligations set forth in this Agreement. No provision, covenant or agreement contained in this Agreement or any obligations herein imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation or shall constitute or give rise to a pecuniary liability of the Issuer or a charge against the general credit or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth in this Agreement, the

Issuer has not obligated itself other than as provided in the Series 2025 Bonds and the Trust Agreement and any obligation of the Issuer arising hereunder shall be payable solely from the Pledged Revenues.

[Remainder of this page intentionally left blank.]

ISSUER:

CITY OF HUBER HEIGHTS, OHIO

By: _____
John Russell, City Manager

PLACEMENT AGENT:

KEYBANC CAPITAL MARKETS INC.

By: _____
David C. Tiggett, Managing Director

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
[Name, Title]

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the City of Huber Heights, Ohio (the "Issuer") under the aforesaid Bond Purchase Agreement, hereby certifies that any moneys required to meet the obligations of the Issuer during the year 2025 under the aforesaid agreement have been lawfully appropriated by the City Council of the Issuer for such purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____

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

Dated: _____, 2025

APPENDIX I

Certificate of Award

$[_____]
City of Huber Heights, Ohio
Tax Increment Financing Revenue Bonds, Series 2025
(Canal Heights Incentive District #1 Project)

APPENDIX II

Form of Investor Letter

TO: City of Huber Heights, Ohio
Huber Heights, Ohio

KeyBanc Capital Markets, Inc.
Columbus, Ohio

RE: $_,___,___ City of Huber Heights, Ohio Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project) (Tax-Exempt)

The undersigned ("Purchaser") has agreed to purchase $_,___,___ of the maturities of the above-captioned obligations (the "Bonds") from the City of Huber Heights, Ohio (the "City"). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Master Trust Agreement dated as of _____, 2025, between the City and U.S. Bank Trust Company, National Association (the "Trustee"), as amended and supplemented, including by the First Supplemental Trust Agreement dated as of _____, 2025, between the City and the Trustee (the "First Supplement"), securing the Bonds. The undersigned hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds secured by Ohio tax increment financing service payments in lieu of taxes, to be able to evaluate the risks and merits represented by the Bonds.

2. The Purchaser has authority to purchase the Bonds and to execute this letter in connection with the Bonds.

3. The undersigned is a duly authorized officer of the Purchaser with the authority to sign this Certificate on behalf of the Purchaser, and this Certificate has been duly authorized, executed, and delivered.

4. The Purchaser is able to bear the economic risks of purchasing the Bonds.

5. The Purchaser has been supplied with and reviewed the preliminary and final Private Placement Memorandum dated _____, 2025 (collectively, the "Placement Memorandum"), the Trust Agreement, the First Supplement, the Development Agreement, the Declaration (as defined in the Development Agreement), and any other document that it deems necessary to evaluate the merits and risks of its investment in the Bonds. The Purchaser understands and acknowledges that no federal or state agency has made any determination or finding as to the fairness for public or private investment in, or any recommendation or endorsement of, the Bonds as an investment.

6. In connection with the purchase of the Bonds, the Purchaser has been advised: (i) that, except as required of it under applicable securities laws, as noted in the Placement Memorandum, the Placement Agent has not undertaken steps to ascertain the accuracy, completeness or truth of any statements made or omitted to be made to the Purchaser by anyone other than the Placement Agent concerning any of the facts relating to the Developer or the Project, and (ii) that the Placement Agent has not made any representations concerning the accuracy or completeness of any information in the Placement Memorandum or otherwise supplied to the Purchaser by the Developer or the City.

7. The Purchaser understands that: (i) the Bonds are not registered under the Securities Act 1933 and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) the City is under no obligation and does not intend to register the Bonds under and federal or state securities law, (iii) the Bonds are not listed on any stock or other securities exchange, (iv) there is no public market for the Bonds and it is unlikely that such a market will ever develop.

8. The Purchaser is aware and acknowledges and agrees that the Bonds are not transferable except to an "Accredited Investor" or "Qualified Institutional Buyer", within the meaning of Section (a) of Rule 144A promulgated by the SEC pursuant to the Securities Act of 1933, [that has executed and delivered to the City an investor letter in substantially the form of the investor letter attached as Exhibit B to the First Supplement].

9. The Purchaser is a "Qualified Institutional Buyer" or "Accredited Investor" within the meaning of Section (a) of Rule 144A "Accredited Investor".

10. The Bonds are being acquired by the Purchaser for its own account and not with a present view toward resale, transfer or distribution; however, the disposition of the Bonds and any interest therein shall at all times remain under the control of the Purchaser subject to applicable law.

11. The Purchaser acknowledges that in connection with the offering of the Bonds, (i) KeyBanc Capital Markets Inc., as Placement Agent, has acted at arm's length, is not an agent or financial advisor of, and owes no fiduciary duties to the Purchaser or any other person irrespective of whether the Placement Agent has advised or is advising the Purchaser on other matters, and (ii) the Purchaser represents it has had the opportunity to consult with its own legal counsel and to negotiate this Certificate prior to execution. The Purchaser waives to the fullest extent permitted by law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the placement of the Bonds.

Very truly yours,

[_____]

By: _____
Name, Title

Date: [_____], 2025

Exhibit A

$[_____]
City of Huber Heights, Ohio
Tax Increment Financing Revenue Bonds, Series 2025
(Canal Heights Incentive District #1 Project)

Certificate of the Developer

Reference is made to that certain Bond Placement Agreement dated _____, 2025 (the "Bond Placement Agreement"), by and among the City of Huber Heights, Ohio (herein the "City" or the "Issuer"), a municipal corporation duly organized and validly existing under the Act (itself defined infra), Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Developer"), and KeyBanc Capital Markets Inc., an Ohio corporation (the "Placement Agent"). Capitalized terms used herein and not otherwise defined have the meanings set forth for such terms in the Bond Placement Agreement.

The undersigned representative of the Developer represents and warrants to the Placement Agent and the Purchasers as follows:

(a) The Developer is a Delaware corporation authorized to do business in the State of Ohio (the "State").

(b) The Developer has full power and authority to execute, deliver and perform its obligations under the Transaction Documents to which it is a party, together with all other related documents, instruments, and certificates of the Developer that will be executed or delivered on or before the date of issuance of the City of Huber Heights, Ohio's $_____ Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project) (the "Bonds", and the closing date thereof being the "Closing Date") (the foregoing documents being collectively referred to as the "Developer Documents").

(c) The Developer Documents, when executed and delivered by the Developer, will have been duly and validly authorized, executed and delivered by such party, assuming due authorization, execution and delivery by each of the other parties to the Developer Documents, and will constitute a valid and legally binding obligation of the Developer, enforceable against the Developer in accordance with their terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights or principles of equity and subject to judicial discretion.

(d) To the knowledge of the Developer, the execution, delivery, and performance by the Developer of the Developer Documents will not violate, conflict with, or result in the breach of or default under any terms or provisions of any law, ordinance, regulation, decree, order, agreement, or instrument of any nature whatsoever to which the Developer is a party or to which the Developer or any of its property, is subject, the effect of which violation, individually or in the aggregate, is reasonably

likely to have a material adverse effect on the business, properties, financial condition, or results of the operations of the Developer.

(e) The Developer is not in violation or default under the Constitution of the State or any law, ordinance, regulation, decree, order, agreement, or instrument of any nature whatsoever to which the Developer is a party or bound or to which it or any of its property is subject, other than violations or defaults that would not have any material adverse effect on the consummation of any actions contemplated in the Developer Documents.

(f) As of the Closing Date, (i) all approvals, authorizations, legislation, consents, or orders necessary for the valid execution by the Developer of the Developer Documents and obtainable before the Closing Date will have been obtained and the Developer will have contractually obligated itself to perform all of its obligations in the Developer Documents; (ii) the Developer will not be in default under the Developer Documents; and (iii) the Developer will have performed all obligations required under the Developer Documents to be performed by the Developer on or before the Closing Date.

(g) The information contained in or incorporated by reference in the Private Placement Memorandum under the captions ["_____"] is true and correct in all material respects. The Developer has reviewed the [Appendices] [sections] of the Private Placement Memorandum captioned ["_____" each to the Placement Memorandum], and believes the contents of such [Appendices] [sections] to be reasonable, and the information provided by the Developer to [The Incentive Review Group LLC] is accurately reflected in the [Appendices __]. The foregoing portions of the Private Placement Memorandum did not and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(h) There is no action, suit or proceeding at law or in equity to which the Developer is a party or to which they or their property are subject before or by any court or adjudicative authority or agency that is pending or, to the best of the Developer's knowledge, threatened, in which an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Transaction Documents.

(i) To Developer's knowledge, there is no action, suit or proceeding at law or in equity pending or threatened before or by any court or adjudicative authority or agency regarding the Development Project or the Public Improvements in the Canal Heights Incentive District #1, which challenges the imposition of the Statutory Service Payments or the Minimum Service Payments, or in which an unfavorable decision, ruling or finding would materially adversely affect the completion of the Development Project or the Public Improvements in the Canal Heights Incentive District #1 substantially as described in the Development Agreement.

(j) The Placement Agent and Purchasers may rely on all representations and warranties of the Developer contained in any Developer Documents, and all such representations and warranties shall be true and correct as of the Closing Date.

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By:_____
[Name, Title]

DRAFT 5/27/2025

FIRST SUPPLEMENTAL TRUST AGREEMENT

By and Between

CITY OF HUBER HEIGHTS, OHIO

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

_____

Securing

$_____
City of Huber Heights, Ohio
Tax Increment Financing Revenue Bonds, Series 2025
(Canal Heights Incentive District #1 Project)

_____

Dated

_____, 2025

Squire Patton Boggs (US) LLP
Bond Counsel

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(This Index is not a part of the First Supplemental Trust Agreement
but rather is for convenience of reference only.)

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EXHIBIT A – Form of Series 2025 Bond

FIRST SUPPLEMENTAL TRUST AGREEMENT

Pertaining to

$_____
City of Huber Heights, Ohio
Tax Increment Financing Revenue Bonds, Series 2025
(Canal Heights Incentive District #1 Project)

THIS FIRST SUPPLEMENTAL TRUST AGREEMENT (this "*First Supplemental Trust Agreement*") dated _____, 2025 is made by and between the CITY OF HUBER HEIGHTS, OHIO (the "*City*"), a municipal corporation duly organized and existing under and by virtue of the laws of the State of Ohio (the "*State*") and its Charter and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "*Trustee*" and "*Bond Registrar*"), a national banking association duly organized and validly existing under the laws of the United States of America and duly authorized and qualified to exercise corporate trust powers in the State, with its designated corporate trust office located in Cincinnati, Ohio, as trustee and bond registrar hereunder and under the Master Trust Agreement hereinafter mentioned, under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals and granting clauses being used therein as defined in Article I hereof):

A. By virtue of the Act and the General Bond Ordinance, the City heretofore has entered into the Master Trust Agreement with the Trustee providing for the issuance from time to time of Bonds, with each series of Bonds to be authorized by a Series Bond Ordinance, which Series Bond Ordinance shall authorize a Supplemental Trust Agreement, supplementing the Master Trust Agreement, pertaining to that issue of Bonds; and

B. The City has determined to sell the Series 2025 Bonds to pay the costs of the Public Improvements and to enter into this First Supplemental Trust Agreement to secure the Series 2025 Bonds; and

C. The City, pursuant to the Series 2025 Bond Ordinance has provided for the issuance of the Series 2025 Bonds and the execution and delivery of this First Supplemental Trust Agreement; and

D. All conditions, acts and things required to exist, happen and be performed precedent to and in the issuance of the Series 2025 Bonds and the execution and delivery of this First Supplemental Trust Agreement exist and have happened and been performed and will have been met to make the Series 2025 Bonds, when issued, delivered and authenticated, valid and binding special obligations of the City in accordance with the terms thereof and hereof, and in order to make the Trust Agreement a valid, binding and legal trust agreement for the security of the Series 2025 Bonds in accordance with its terms; and

E. The Trustee has accepted the trusts created by this First Supplemental Trust Agreement, and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL TRUST AGREEMENT, WITNESSETH, that to secure the payment of the Bond Service Charges on the Series 2025 Bonds according to their true intent and meaning, and to secure the performance and observance of all the covenants, agreements, obligations and conditions contained in the Series 2025 Bonds and the Trust Agreement, and to declare the terms and conditions upon and subject to which the Series 2025 Bonds are and are intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Series 2025 Bonds by the holders, and for other good and valuable consideration, the receipt of which is acknowledged, the City has signed and delivered this First Supplemental Trust Agreement and does hereby affirm its (a) pledge of Pledged Revenues to the Trustee and its successors in trust, and its and their assigns and (b) assignment to the Trustee and to its successors in trust, and its and their assigns and, to the extent permitted by law, its grant of a security interest in, the Pledged Revenues, to the extent and with the exceptions provided in the Trust Agreement;

PROVIDED, HOWEVER, that any pledge or assignment of, or lien on, any fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee shall be valid and enforceable only to the extent permitted by law;

TO HAVE AND TO HOLD unto the Trustee and its successors in that trust and its and their assigns forever;

BUT IN TRUST, NEVERTHELESS, and subject to the provisions of the Trust Agreement,

(a) except as provided otherwise in the Trust Agreement, for the equal and proportionate benefit, security and protection of all present and future Bondholders,

(b) for the enforcement of the payment of the Bond Service Charges when payable, according to the true intent and meaning of the Bonds and of the Trust Agreement, and

(c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of the Trust Agreement,

in each case, except as authorized or provided otherwise in the Trust Agreement, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other by reason of series designation, number, date of Bond authorization, issuance, sale, execution, authentication, delivery or maturity, or otherwise, so that each Bond and all Bonds shall have the same right, lien and privilege under the Trust Agreement, and shall be secured equally and ratably hereby, it being intended that the lien and security of the Trust Agreement shall take effect from its date, without regard to the actual date of issue, sale or delivery of the Bonds, as though upon that date all of the Bonds were actually issued, sold and delivered to purchasers for value;

PROVIDED FURTHER, HOWEVER, that if

(i) the Bond Service Charges on the Series 2025 Bonds shall be well and truly paid at the times and in the manner to which reference is made in the Series 2025 Bonds, according to the true intent and meaning thereof, or the Series 2025 Bonds shall have been paid and discharged or deemed paid and discharged in accordance with Article IX of the Master Trust Agreement, and

(ii) all of the covenants, agreements, obligations, terms and conditions of the City under the Trust Agreement with respect to the Series 2025 Bonds shall have been kept, performed and observed, and there shall have been paid to the Trustee, the Bond Registrar, the Paying Agents and the Authenticating Agents all sums of money due or to become due to them in accordance with the terms and provisions of the Trust Agreement,

then this First Supplemental Trust Agreement and the rights granted and assigned hereby shall cease, determine and be void, except as provided in Article IX of the Master Trust Agreement with respect to the survival of certain provisions hereof; otherwise, this First Supplemental Trust Agreement shall be and remain in full force and effect.

It is expressly declared that all Series 2025 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and that all Pledged Funds are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in the Trust Agreement, and the City has agreed and covenanted, and does hereby further agree and covenant with the Trustee and with the respective holders from time to time of the Series 2025 Bonds, as follows in this First Supplemental Trust Agreement.

It is expressly recognized and declared that, to the extent permitted by law, the City may issue obligations other than the Bonds, the payment of which may be secured by a pledge of or lien on the Pledged Revenues or certain of the Funds subordinate to that of the Bonds.

(End of Recitals and Granting Clauses)

ARTICLE I

DEFINITIONS

. Except when the context indicates otherwise or unless otherwise defined herein, the terms used but not defined herein shall have the meaning ascribed to them in the Master Trust Agreement. In addition thereto, and in addition to words and terms elsewhere defined in this First Supplemental Trust Agreement, unless the context or use clearly indicates another or different meaning or intent, the following terms shall have the following meanings:

"*Authorized Denominations*" means, with respect to the Series 2025 Bonds, $100,000 or any integral multiple of $5,000 in excess thereof.

"*Bond Legislation*" means when used with respect to the Series 2025 Bonds, the General Bond Ordinance, the Series 2025 Bond Ordinance and the Certificate of Award.

"*Bond Registrar*" or "*Registrar*" means initially the Trustee who shall be the keeper of the Register, and any successor to the Trustee.

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of book entry interests in the Series 2025 Bonds and the principal of and interest and any premium on the Series 2025 Bonds may be transferred only through a book entry, and (b) physical Series 2025 Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and retained in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of book entry interests in the Series 2025 Bonds and that principal and interest.

"*Certificate of Award*" means, with respect to the Series 2025 Bonds, the certificate authorized by the Series 2025 Bond Ordinance, dated _____, 2025, executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Series 2025 Bonds and their issuance, sale and delivery as the Series 2025 Bond Ordinance provides may or shall be set forth or determined therein.

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

"*Closing Date*" means _____, 2025, being the date of physical delivery of, and payment of the purchase price for, the Series 2025 Bonds.

"*Depository*" means The Depository Trust Company (a limited-purpose trust company), New York, New York, until any successor Depository shall have become such pursuant to the applicable provisions of this First Supplemental Trust Agreement and, thereafter, "*Depository*" shall mean the successor Depository. Any Depository shall be a securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of beneficial interests in Series 2025 Bonds or Bond Service Charges, and to effect transfers of Series 2025 Bonds, in a book entry form.

"*First Supplemental Trust Agreement*" means this First Supplemental Trust Agreement, dated _____, 2025 by and between the City and the Trustee, as amended and supplemented from time to time, supplementing and amending the Master Trust Agreement.

"*General Bond Ordinance*" means Ordinance No. 2025-O-___ as passed by the Council on _____, 2025.

"*Interest Payment Dates*" means each June 1 and December 1, commencing _____, 20__, in the years the Series 2025 Bonds are Outstanding.

"*Mandatory Sinking Fund Requirements*" means the deposits required to be made with respect to the Mandatory Redemption Obligations indicated in Section 2.03(b).

"*Master Trust Agreement*" means the Master Trust Agreement dated _____, 2025 by and between the City and the Trustee, as may be amended or supplemented from time to time.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

"*Principal Payment Date*" means December 1 of the years 20__ through 20__.

"*Public Improvements*" means the construction of [water, sanitary sewer and stormwater sewer improvements and lines, including all necessary appurtenances thereto].

"*Regular Record Date*" means, with respect to the Series 2025 Bonds, the 15th day of the calendar month next preceding an Interest Payment Date.

"*Series 2025 Bond Ordinance*" means Ordinance No. 2025-O-__ passed by Council on _____, 2025, authorizing the issuance of the Series 2025 Bonds, including upon its execution the Certificate of Award which is deemed to be incorporated therein and made a part thereof, being a Series Bond Ordinance under the Trust Agreement.

"*Series 2025 Bonds*" means the $_____ Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project).

"*Series 2025 Project Account*" means the Series 2025 Project Account maintained within the Project Fund and created by Section 3.05 of this First Supplemental Trust Agreement.

"*Series 2025 Rebate Account*" means the Series 2025 Rebate Account maintained within the Rebate Fund and created by Section 3.07 of this First Supplemental Trust Agreement.

"*Tax Agreement*" means the City's Tax Compliance Certificate relating to the Series 2025 Bonds and dated the Closing Date, as amended or supplemented form time to time.

. Any reference in this First Supplemental Trust Agreement to the City, or to its Council, Council members or officers or to other employees of the City, shall include those that succeed

to their functions, duties or responsibilities pursuant to or by operation of law or otherwise are lawfully performing their functions.

Any reference in this First Supplemental Trust Agreement to the Act, a section, provision or Chapter of the Ohio Revised Code or to federal or State laws City ordinances shall include that section, provision or Chapter, those laws and that legislation as from time to time amended, modified, revised, supplemented or superseded. No amendment, modification, revision, supplement or superseding section or provision shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the City, the holders, the Trustee or the Bond Registrar, under the Trust Agreement, the Bond Legislation, the Bonds or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay Bond Service Charges in the amount and manner, at the times and from the sources provided in the Bond Proceedings and the Bonds, except as permitted in the Trust Agreement.

Unless the context otherwise indicates, words in this First Supplemental Trust Agreement importing the singular number include the plural number and vice versa.

References in this First Supplemental Trust Agreement to a Section, unless otherwise stated, are to a Section of this First Supplemental Trust Agreement. The terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, mean and refer to this First Supplemental Trust Agreement.

(End of Article I)

ARTICLE II

AUTHORIZATION, TERMS AND DELIVERY OF SERIES 2025 BONDS

. The issuance, sale and delivery of the Series 2025 Bonds is authorized by the Act and laws of the State (particularly the Act), the Master Trust Agreement, the Bond Legislation, and this First Supplemental Trust Agreement. The Series 2025 Bonds are being issued to (a) pay the costs of the Public Improvements, (b) to pay the costs of issuance of the Series 2025 Bonds and (c) funding the Required Reserve for the Series 2025 Bonds.

Section II.02 Terms and Provisions Applicable to Series 2025 Bonds.

(a)Form, Numbering, Transfer and Exchange. The Series 2025 Bonds shall be issued only in fully registered form substantially as set forth as **Exhibit A**. The Series 2025 Bonds shall be initially numbered as determined by the Director of Finance, and shall be executed, authenticated, delivered, transferred and exchanged (except as provided in clause (b) below) as provided herein, the Series 2025 Bond Ordinance and the Master Trust Agreement.

(b)Dating and Denominations. The Series 2025 Bonds shall be dated _____, 2025 and shall be issued only in Authorized Denominations.

(c)Transfer. The Series 2025 Bonds are not registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, each as amended, (collectively, the "Securities Act"), or any other securities act or law, pursuant to exemption from registration, and are not transferable except to an Accredited Investor or Qualified Institutional Buyer, within the meaning of Section (a) of Rule 144AA promulgated by the Securities and Exchange Commission pursuant to the Securities Act, without the prior written consent of the City and that each Accredited Investor or Qualified Institutional Buyer has executed and delivered to the City an investor letter in substantially the form of the investor letter attached as **Exhibit B** hereto.

Section II.03 Series 2025 Bonds.

(a)Maturities and Interest of Series 2025 Bonds. The Series 2025 Bonds shall mature on the Principal Payment Date in the years and in the principal amounts, and shall bear interest to be paid on the Interest Payment Dates at the rates per annum (calculated on the basis of a 360-day year of twelve 30-day months) as set forth below:

Principal Payment Date (December 1)	Principal Amount	Interest Rate	Principal Payment Date (December 1)	Principal Amount	Interest Rate
	$	%		$	%

(b)Mandatory Redemption. The Series 2025 Bonds maturing on December 1, 20___ are subject to Mandatory Sinking Fund Redemption in part by lot pursuant to the terms of the Mandatory Sinking Fund Redemption Requirements of the Bond Legislation. That Mandatory Redemption (in the amount of $_____) is to occur on December 1, 20__ (with the balance of $_____ to be paid at stated maturity on December 1, 20__), at a redemption price equal to 100% of the principal amount redeemed, plus accrued interest to the redemption date.

(c)Optional Redemption. The Series 2025 Bonds maturing on or after December 1, 20__ are also subject to redemption, by and at the sole option of the City, either in whole or in part on any date, on or after December 1, 20__, in Authorized Denominations, at par, plus in each case accrued interest to the redemption date.

(d)Partial Redemption. If fewer than all of the outstanding Series 2025 Bonds are to be redeemed, the selection of Bonds to be redeemed, or portions thereof in amounts of $5,000 or any integral multiple in excess thereof, shall be made by the Trustee by lot in a manner determined by the Trustee; provided, that so long as the Series 2025 Bonds remain in book entry form, the selection of the portion of a single maturity that is to be redeemed will be made among the beneficial owners by DTC and in turn by its participants. If Series 2025 Bonds or portions thereof are called for redemption and if on the redemption date money for the redemption thereof is held by the Trustee, including any interest accrued thereon to the redemption date, thereafter those Series 2025 Bonds or portions thereof to be redeemed shall cease to bear interest and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement.

If Series 2025 Bonds are redeemed in part (other than pursuant to Mandatory Sinking Fund Requirements) and such Series 2025 Bonds are subject to are subject to Mandatory Sinking Fund Redemption, such redemption shall reduce all further Mandatory Sinking Fund Requirements, if any, set forth in Section 2.03(b) hereof [in inverse order of their scheduled occurrence] [on a pro-rata basis].

If a portion of a Series 2025 Bond is to be redeemed, the Trustee shall maintain a record of all such partial redemptions; provided that the applicable Series 2025 Bondholders may (but are not required to, except upon redemption in full) surrender the Series 2025 Bond to the Trustee (as Bond Registrar) for exchange and delivery pursuant to Section 2.02(a), of a new Series 2025 Bond in principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond partially redeemed. The selection of Series 2025 Bonds to be redeemed, or portions thereof in $5,000 increments shall be made by the Trustee pro rata in accordance with the outstanding principal amount held by each Series 2025 Bondholder; provided that: (i) the selection of the Series 2025 Bonds to be redeemed shall be made in such fashion that Series 2025 Bonds will never be outstanding hereunder except in Authorized Denominations, and (ii) so long as a Depository is the registered owner of the Series 2025 Bonds, the particular book entry interests in Series 2025 Bonds or portions thereof to be redeemed will be selected by the Depository, in such manner as the Depository may determine, consistent herewith, provided that the Depository shall effect all redemptions in a manner that accomplishes a pro rata pass-through distribution by principal.

. The Series 2025 Bonds shall be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Series 2025 Bonds shall be issued in the form of a single, fully registered Series 2025 Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as Registered Owner, and deposited with and retained in the custody of the Depository or its designated agent for that purpose, which may be the Trustee (as Bond Registrar); (ii) except as otherwise provided in the Series 2025 Bond Ordinance and this Section, the owners of book entry interests in the Series 2025 Bonds shall have no right to receive Series 2025 Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Series 2025 Bonds shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Series 2025 Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. The City and the Trustee shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

Except as provided in subsection (c) of Section 6 of the Series 2025 Bond Ordinance, the City and the Trustee will recognize and treat the Depository as the owner of the Series 2025 Bonds for all purposes, including payment of Bond Service Charges, redemption and other notices and exercises of rights of owners of the Series 2025 Bonds. Crediting of payments of Bond Service Charges and transmittal of notices and other communications by the Depository to Participants, by Participants to indirect Participants, and by Participants and indirect Participants to the book entry interest owners will be handled under arrangements among them.

Neither the City nor the Trustee shall have any responsibility or liability for any aspects of the records relating to, or payments made on account of, book entry interest ownership, or for maintaining, supervising or reviewing any records relating to such ownership; or for the distribution by the Depository, Participants or others to the book entry interest owners of (i) payments of Bond Service Charges paid on the Series 2025 Bonds, or (ii) redemption or other notices sent to the Depository as owner, or that they will do so on a timely basis.

If any Depository determines not to continue to act as a Depository for the Series 2025 Bonds for use in a Book Entry System, the City Manager or the Director of Finance and the Trustee may attempt to establish a securities depository/Book Entry System relationship with another qualified Depository pursuant to the Series 2025 Bond Ordinance. If the City Manager or the Director of Finance and the Trustee do not or are unable to do so, the City Manager or the Fiscal Officer and the Trustee, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Series 2025 Bonds from the Depository, and shall cause Series 2025 Bond certificates in registered form and Authorized Denominations to be authenticated by the Trustee and delivered to the assignees of the Depository or its nominee. If the event is not the result of City action or inaction, such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing, or otherwise preparing, and delivering such replacement Series 2025 Bonds) of those persons requesting that authentication and delivery.

The City and the Trustee hereby covenant and agree to perform any and all of their respective duties and obligations arising out of the representations made by the City, the Trustee and the Bond Registrar in the DTC Letter.

(End of Article II)

ARTICLE III

APPLICATION OF PROCEEDS OF SERIES 2025 BONDS AND PAYMENTS

. The proceeds from the sale of the Series 2025 Bonds received by the City and any other available monies of the City as determined by the Director of Finance in the Certificate of Award shall be allocated and deposited as follows:

(a) ***First***, $_____ into the Project Fund as the amount necessary to provide for the payment of Costs of Public Improvements.

(b) ***Second***, $_____ into the Bond Reserve Fund, which is the amount of the Reserve Requirement.

(c) ***Third***, $_____ into the Bond Service Fund.

(d) ***Fourth***, $_____ into the Revenue Fund to pay Administrative Costs.

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. The Series 2025 Bonds shall be secured by the Bond Reserve Fund.

. Pursuant to Section 5.01 of the Master Trust Agreement, there is established in the custody of the City an account within the Project Fund to be designated "Series 2025 Project Account". Amounts on deposit in the Series 2025 Project Account shall be used as otherwise required or permitted by the Trust Agreement, provided, however, such use and the manner in which it is proposed to be made will not, in the opinion of nationally recognized bond counsel or under a ruling of the Internal Revenue Service, adversely affect the exclusion of the interest on the Series 2025 Bonds from the gross income of the holders thereof for federal income tax purposes.

. Pursuant to Section 5.01 of the Master Trust Agreement, there is hereby established in the custody of the City a Rebate Account in the Rebate Fund, to be designated "Series 2025 Rebate Account." The City shall deposit amounts in the Series 2025 Rebate Account at the times and as provided for in Section 4.01 hereof.

(End of Article III)

ARTICLE IV

TAX COVENANTS

Section IV.01 Compliance with Tax Agreement.

(a) Certain representations and covenants of the City are set forth in the Tax Agreement. The City agrees that it shall comply with its covenants and obligations set forth in the Tax Agreement.

(b) The covenants and obligations of the City contained in this Section 4.01 shall remain in effect and be binding upon the City until all of the Series 2025 Bonds have been paid, notwithstanding any provision for payment of principal of and interest on the Series 2025 Bonds and the release and discharge of the Trust Agreement.

(End of Article IV)

ARTICLE V

MISCELLANEOUS

. The Trustee accepts the trust herein declared and provided and agrees to perform the same upon the terms and conditions in the Master Trust Agreement and herein.

. So long as the Series 2025 Bonds are Outstanding, copies of any amendments to the Trust Agreement shall also be provided by the Trustee to any and all Rating Services that have, at the request of the City, rated the Series 2025 Bonds.

. This First Supplemental Trust Agreement shall inure to the benefit of and shall be binding upon the City and the Trustee and their respective successors and assigns, subject to the limitations contained in the Trust Agreement.

. With the exception of rights conferred expressly in this First Supplemental Trust Agreement, nothing expressed or mentioned in or to be implied from the First Supplemental Trust Agreement or the Series 2025 Bonds is intended or shall be construed to give any Person other than the parties hereto, the Bond Registrar, the Authenticating Agents, the Paying Agents and the Holders of Series 2025 Bonds any legal or equitable right, remedy, power or claim under or with respect to this First Supplemental Trust Agreement or any covenants, agreements, conditions and provisions contained therein. The First Supplemental Trust Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and the Holders of Series 2025 Bonds, as provided herein.

. This First Supplemental Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(End of Article V)

IN WITNESS WHEREOF, the City has caused this First Supplemental Trust Agreement to be signed for it and in its name and on its behalf by its Authorized Officers; and the Trustee, in token of its acceptance of the trusts created hereunder, has caused this First Supplemental Trust Agreement to be signed for it and in its name and on its behalf by its duly authorized officer.

CITY OF HUBER HEIGHTS, OHIO

By: _____
City Manager

By: _____
Director of Finance

Approved as to form and correctness:

By: _____
City Attorney

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE

I, the fiscal officer of the City of Huber Heights, Ohio, certify that the money required to meet the obligations of the City under this First Supplemental Trust Agreement for Fiscal Year 2025 has been lawfully appropriated by the Council of the City for that purpose and is in the treasury of the City or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances, and is not appropriated for any other purpose. This certificate is given consistently with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2025

_____
Director of Finance
City of Huber Heights, Ohio

EXHIBIT A

FORM OF SERIES 2025 BOND

THE TRANSFERABILITY OF THIS SERIES 2025 BOND IS RESTRICTED AS DESCRIBED IN SECTION 2 OF THE FIRST SUPPLEMENTAL TRUST AGREEMENT (AS HEREINAFTER DEFINED)

REGISTERED
NO. R

REGISTERED
$

UNITED STATES OF AMERICA
STATE OF OHIO
COUNTY OF HENRY

CITY OF HUBER HEIGHTS
TAX INCREMENT FINANCING REVENUE BOND, SERIES 2025
(CANAL HEIGHTS INCENTIVE DISTRICT #1)

INTEREST RATE: _____% per MATURITY DATE: _____, 2025 DATED: _____ CUSIP: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Huber Heights, Ohio (the "*City*"), for value received, promises to pay to the Registered Owner named above, or registered assigns, but solely from the sources and in the manner referred to herein, the Principal Amount on the Maturity Date, each as stated above, unless this Series 2025 Bond is called for earlier redemption, and to pay from those sources interest thereon at the Interest Rate stated above on June 1 and December 1 of each year, commencing _____ 1, 20__ (the "*Interest Payment Dates*") until the Principal Amount is paid or duly provided for. This Series 2025 Bond will bear interest from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from its date.

The principal of this Series 2025 Bond is payable when due upon presentation and surrender hereof (except in connection with any Mandatory Sinking Fund Redemption) at the designated corporate trust office of U.S. Bank Trust Company, National Association, in Cincinnati, Ohio, as trustee (the "*Trustee*"). Interest is payable on each Interest Payment Date by check mailed to the person in whose name this Series 2025 Bond (or one or more predecessor bonds) is registered (the "*holder*") at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the "*Regular Record Date*") on the registration books for this issue (the "*Register*") maintained by the Trustee, as bond registrar, at the address appearing therein; provided, that a holder of Series 2025 Bonds may enter into an agreement with the Trustee, with the approval of the City, providing for making all payments to that holder

of principal of and interest on this Series 2025 Bond at a place and in a manner (including wire transfer of federal funds) other than as provided in this Series 2025 Bond. Interest on this Series 2025 Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Any interest that is not timely paid or duly provided for shall cease to be payable to the holder hereof (or of one or more predecessor bonds) as of the Regular Record Date and shall be payable to the holder hereof (or of one or more predecessor bonds) at the close of business on a Special Record Date to be fixed by the Trustee for the payment of that overdue interest. Notice of the Special Record Date shall be mailed to holders not fewer than 10 days prior thereto. The principal of and interest on this Series 2025 Bond are payable in lawful money of the United States of America, without deduction for the services of the Trustee or any other paying agent subsequently designated.

This Series 2025 Bond is one of a duly authorized issue of Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1) (the "*Series 2025 Bonds*"), issued under the Master Trust Agreement, dated _____, 2025 (the "*Master Trust Agreement*"), as supplemented by the First Supplemental Trust Agreement, dated _____, 2025 (the "*First Supplemental Trust Agreement*" and together with the Master Trust Agreement, the "*Trust Agreement*"), each by and between the City and the Trustee, aggregating in the principal amount of $_____ and issued for the purpose of paying the Costs of the Public Improvements and funding the Bond Reserve Requirement for the Series 2025 Bonds, all as more particularly described in the Trust Agreement. The Series 2025 Bonds, together with debt service on any other obligations issued and outstanding on a parity with the Series 2025 Bonds as provided in the Trust Agreement (collectively with the Series 2025 Bonds, the "*Bonds*"), are special obligations of the City, issued or to be issued under, and to be secured and entitled equally and ratably to the protection given by, the Trust Agreement. The Series 2025 Bonds are issued pursuant to laws of the State of Ohio, including the Ohio Constitution and the City Charter, and Ordinances No. 2025-O-__ and No. 2025-O-__, each duly passed by the City Council of the City on _____, 2025, including the Certificate of Award executed by the City (collectively, the "*Bond Legislation*") and the Trust Agreement.

Certain of the Series 2025 Bonds are subject to mandatory and optional redemption prior to maturity as described herein.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS SERIES 2025 BOND SET FORTH IN THE TRUST AGREEMENT, WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HEREIN.

Reference is made to the Bond Legislation and the Trust Agreement and the proceedings authorized therein, including the Continuing Disclosure Agreement (as defined in the Bond Legislation), for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Series 2025 Bonds, the rights, duties and obligations of the City, the Trustee and the holders or beneficial owners of the Series 2025 Bonds, and the terms and conditions upon which the Series 2025 Bonds are issued and secured. Each holder and beneficial owner assents, by its acceptance hereof, to all of the provisions of the Bond Legislation, the Trust Agreement and those proceedings. A copy of the Trust Agreement is on file at the designated corporate trust office of the Trustee.

Unless paid from other sources, the principal of and interest on the Series 2025 Bonds (collectively, "*Bond Service Charges*") are payable equally and ratably solely from the Pledged Revenues (being generally, the Pledged Net Statutory Service Payments and the Minimum Service Payments, any moneys and investments in the Special Funds, any other moneys intended to be used for Bond Service Charges, and all income and profit from the investment of the foregoing moneys), all as defined and as provided in the Trust Agreement, and are not otherwise an obligation of the City. The payment of Bond Service Charges is secured by the Trust Agreement and by a pledge and assignment of and a lien on the Pledged Revenues; provided, however, that any pledge or assignment of or lien on any fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee is valid and enforceable only to the extent permitted by law.

Nothing in the Bond Legislation, the Series 2025 Bonds or the Trust Agreement shall constitute a general obligation debt or tax-supported bonded indebtedness of the City; the general resources of the City shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the City are or shall be pledged, for the performance of any duty under the Bond Legislation, the Series 2025 Bonds or the Trust Agreement and the holders or owners of the Series 2025 Bonds shall have no right to have excises or taxes levied by the City for the payment of Bond Service Charges on the Series 2025 Bonds.

The Series 2025 Bonds are not secured by a mortgage or mortgage lien upon any property.

The Series 2025 Bonds are issuable originally only as fully registered bonds in Authorized Denominations and, except as hereinafter provided, in printed or typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("*DTC*"), which shall be considered to be the holder of the Series 2025 Bonds for all purposes of the Trust Agreement, including, without limitation, payment by the City of Bond Service Charges thereon, and receipt of notices and exercise of rights of holders of the Series 2025 Bonds. There shall be a single Series 2025 Bond representing each maturity, and except as hereinafter provided, all Series 2025 Bonds shall be immobilized in the custody of DTC or its designated agent with the beneficial owners having no right to receive Series 2025 Bonds in the form of physical securities or certificates. Ownership of beneficial interests in the Series 2025 Bonds shall be shown by book entry on the system maintained and operated by DTC, its participants and certain persons acting through its participants. Transfers of ownership of beneficial interests shall be made only by DTC and its participants and by that book entry system, the City and the Trustee having no responsibility therefor. DTC is expected to maintain records of the positions of its participants in the Series 2025 Bonds, and its participants and persons acting through its participants are expected to maintain records of the purchasers of beneficial interests in the Series 2025 Bonds. The Series 2025 Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository (as defined in the Trust Agreement) or to another nominee of a Depository in order to obtain payment of principal of and interest on the Series 2025 Bonds, and in exchange for any Bonds so transferred, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Series 2025 Bonds for use in a book entry system, the City may attempt to have established a securities

depository/book entry system relationship with another qualified Depository under the Agreement. If the City does not or is unable to do so, the City and the Trustee, after the Trustee has made provision for notification of the beneficial owners by notice in writing or by means of facsimile transmission to the then Depository, shall permit withdrawal of the Series 2025 Bonds from the Depository, and authenticate and deliver Series 2025 Bond certificates in fully registered form (in Authorized Denominations) to the assignees of the Depository or its nominee, all at the cost and expense (including costs of printing or otherwise preparing and delivering replacement Series 2025 Bonds), if the then Depository's determination not to continue to act as a Depository for the Series 2025 Bonds is not the result of City action or inaction, of those persons requesting such authentication and delivery.

Certain of the Series 2025 Bonds are subject to mandatory and optional redemption as follows.

The Series 2025 Bonds maturing on December 1, 20___ (the "[20__] Term Bonds") are subject to mandatory sinking fund redemption in part by lot pursuant to the terms of the Mandatory Sinking Fund Redemption Requirements of the Bond Legislation. That mandatory redemption (in the amount of $_____) is to occur on December 1, 20__ (with the balance of $____ to be paid at stated maturity on December 1, 20__), at a redemption price equal to 100% of the principal amount redeemed, plus accrued interest to the redemption date.

Term Bonds redeemed by other than mandatory redemption, or purchased for cancellation, may be credited against the applicable mandatory redemption requirement for the corresponding Term Bonds.

The Series 2025 Bonds maturing on or after December 1, 20__ are also subject to redemption, by and at the sole option of the City, either in whole or in part on any date, on or after December 1, 20__, in Authorized Denominations, at par, plus in each case accrued interest to the redemption date.

Notice of redemption shall be given to the holder of each Series 2025 Bond to be redeemed by mailing notice of redemption by first-class mail, postage prepaid, to each such holder at least 30 days prior to the redemption date at the address of such holder appearing on the Register on the fifteenth day preceding that mailing.

If fewer than all of the outstanding Series 2025 Bonds are to be redeemed, the selection of Bonds to be redeemed, or portions thereof in Authorized Denominations, shall be made by the Trustee by lot in a manner determined by the Trustee; provided, that so long as the Series 2025 Bonds remain in book entry form, the selection of the portion of a single maturity that is to be redeemed will be made among the beneficial owners by DTC and in turn by its participants. If Series 2025 Bonds or portions thereof are called for redemption and if on the redemption date money for the redemption thereof is held by the Trustee, including any interest accrued thereon to the redemption date, thereafter those Series 2025 Bonds or portions thereof to be redeemed shall cease to bear interest and shall cease to be secured by, and shall not be deemed to be outstanding under, the Trust Agreement.

If Series 2025 Bonds are redeemed in part (other than pursuant to Mandatory Sinking Fund Requirements) and such Series 2025 Bonds are subject to are subject to Mandatory Sinking Fund Redemption, such redemption shall reduce all further Mandatory Sinking Fund Requirements, if any, set forth in Section 2.03(b) hereof [in inverse order of their scheduled occurrence] [on a pro-rata basis].

If a portion of a Series 2025 Bond is to be redeemed, the Trustee shall maintain a record of all such partial redemptions; provided that the applicable Series 2025 Bondholders may (but are not required to, except upon redemption in full) surrender the Series 2025 Bond to the Trustee (as Bond Registrar) for exchange and delivery pursuant to Section 2.02(a), of a new Series 2025 Bond in principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond partially redeemed. The selection of Series 2025 Bonds to be redeemed, or portions thereof in $5,000 increments shall be made by the Trustee pro rata in accordance with the outstanding principal amount held by each Series 2025 Bondholder; provided that: (i) the selection of the Series 2025 Bonds to be redeemed shall be made in such fashion that Series 2025 Bonds will never be outstanding hereunder except in Authorized Denominations, and (ii) so long as a Depository is the registered owner of the Series 2025 Bonds, the particular book entry interests in Series 2025 Bonds or portions thereof to be redeemed will be selected by the Depository, in such manner as the Depository may determine, consistent herewith, provided that the Depository shall effect all redemptions in a manner that accomplishes a pro rata pass-through distribution by principal.

This Series 2025 Bond, and any beneficial interest herein, may not be sold or transferred except to a "Qualified Institutional Buyer" or "Accredited Investor" within the meaning of Section (a) of Rule 144A promulgated by the SEC pursuant to the Securities Act, as further provided in Section 2 of the First Supplemental Trust Agreement.

The Trust Agreement permits certain amendments or supplements to the Trust Agreement not prejudicial to the holders to be made without the consent of or notice to the holders, and other amendments or supplements thereto to be made with the consent of the holders of not less than a majority in Aggregate Outstanding Principal Amount (as defined in the Trust Agreement) of the Bonds then outstanding.

The holder of this Series 2025 Bond has only those remedies provided in the Trust Agreement. The Series 2025 Bonds do not and shall not constitute the personal obligation, either jointly or severally, of the members of the City Council or of any other officer of the City. This Series 2025 Bond shall not be entitled to any security or benefit under the Trust Agreement or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee or by any authenticating agent on behalf of the Trustee.

It is certified and recited that there have been performed and have happened in regular and due form, as required by law, all acts and conditions necessary to be done or performed by the City or to have happened precedent to and in the issuing of the Series 2025 Bonds in order to make them legal, valid and binding special obligations of the City, and precedent to and in the execution and delivery of the Trust Agreement; that payment in full for the Series 2025 Bonds has been received; and that the Series 2025 Bonds do not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Series 2025 Bond to be executed by the facsimile signatures of the City Manager and Director of Finance of the City as of the date stated above.

_____
City Manager

_____
Director of Finance

CERTIFICATE OF AUTHENTICATION

This Series 2025 Bond is one of the Series 2025 Bonds issued under the provisions of the within-mentioned Trust Agreement.

Date of Registration and Authentication: _____, 2025

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in Cincinnati, Ohio, as Trustee

By:_____
Authorized Signer

Registrable and Payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, in Cincinnati, Ohio

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LEGAL OPINION

The following is a true copy of the text of the opinion rendered to the original purchaser of the Series 2025 Bonds by Squire Patton Boggs (US) LLP in connection with the original issuance of the Series 2025 Bonds. That opinion is dated as of, and is premised on the transcript of proceedings examined and the law in effect on the date of, the original delivery of the Series 2025 Bonds. A signed copy of the opinion is on file in the office of the Director of Finance.

We have served as bond counsel to our client the City of Huber Heights, Ohio (the "*City*") in connection with the issuance by the City of its $____ Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1) (the "*Series 2025 Bonds*"), dated the date of this letter.

The Series 2025 Bonds are issued pursuant to the Act, the Charter of the City, Ordinances No. 2025-O-__ and No. 20252-O-__, each passed by the City Council of the City on _____, 2025, and the Certificate of Award executed by the City (collectively, the "*Bond Legislation*") and the Master Trust Agreement, dated _____, 2025 (the "*Master Trust*

Agreement"), as supplemented by the First Supplemental Trust Agreement, dated _____, 2025 (the "*First Supplemental Trust Agreement*" and together with the Master Trust Agreement, the "*Trust Agreement*"), each by and between the City and U.S. Bank Trust Company, National Association, as Trustee. Capitalized terms not otherwise defined in this letter are used as defined in the Bond Legislation.

In our capacity as bond counsel, we have examined the transcript of proceedings relating to the issuance of the Series 2025 Bonds, a conformed copy of the signed and authenticated Series 2025 Bond of the first maturity, the Bond Legislation, the Trust Agreement and such other documents, matters and law as we deem necessary to render the opinions set forth in this letter.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Series 2025 Bonds and the Trust Agreement are valid and binding obligations of the City, enforceable in accordance with their respective terms.

2. The Series 2025 Bonds constitute special obligations of the City, and the principal of and interest on (collectively, "*debt service*") the Series 2025 Bonds, together with debt service on any other obligations issued and outstanding on a parity with the Series 2025 Bonds as provided in the Trust Agreement, are payable from and secured solely by the Pledged Revenues. The payment of debt service is not secured by an obligation or pledge of any money raised by taxation, and the Series 2025 Bonds do not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Ohio or any of its political subdivisions.

3. Interest on the Series 2025 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Interest on, and any profit made on the sale, exchange or other disposition of, the Series 2025 Bonds are exempt from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax. We express no opinion as to any other tax consequences regarding the Series 2025 Bonds.

The opinions stated above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined and (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the City.

In rendering those opinions with respect to the treatment of the interest on the Series 2025 Bonds under the federal tax laws, we further assume and rely upon compliance with the covenants in the proceedings and documents we have examined, including those of the City. Failure to comply with certain of those covenants subsequent to issuance of the Series 2025 Bonds may cause interest on the Series 2025 Bonds to be included in gross income for federal income tax purposes retroactively to their date of issuance.

The rights of the owners of the Series 2025 Bonds and the enforceability of the Series 2025 Bonds and the Trust Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in equity; to the exercise of judicial discretion; and to limitations on legal remedies against public entities.

No opinions other than those expressly stated herein are implied or shall be inferred as a result of anything contained in or omitted from this letter. The opinions expressed in this letter are stated only as of the time of its delivery and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement as bond counsel in connection with the original issuance and delivery of the Series 2025 Bonds is concluded upon delivery of this letter.

Respectfully submitted,

SQUIRE PATTON BOGGS (US) LLP

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers this Series 2025 Bond to (print or type name, address, zip code and social security number or other identification number of transferee) _____ and does hereby irrevocably constitute and appoint _____ as attorney to transfer this Series 2025 Bond on the books kept for registration of this Series 2025 Bond, with full power of substitution in the premises.

Dated: _____

_____

Notice: (a) The assignor's signature on this assignment must correspond exactly with the name as it appears upon the face of this Series 2025 Bond. (b) Transfer of this Series 2025 Bond is subject to the provisions stated in this Series 2025 Bond.

Signature Guaranteed:

_____

DTC STATEMENT

Unless this Series 2025 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

EXHIBIT B

FORM OF INVESTOR LETTER

TO: City of Huber Heights, Ohio
Huber Heights, Ohio

KeyBanc Capital Markets Inc.
Columbus, Ohio

RE: $_,___,___ City of Huber Heights, Ohio Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project) (Tax-Exempt)

The undersigned ("Purchaser") has agreed to purchase $_,___,___ of the maturities of the above-captioned obligations (the "Bonds") from the City of Huber Heights, Ohio (the "City"). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Master Trust Agreement dated as of _____, 2025, between the City and U.S. Bank Trust Company, National Association (the "Trustee"), as amended and supplemented, including by the First Supplemental Trust Agreement dated as of _____, 2025, between the City and the Trustee (the "First Supplement"), securing the Bonds. The undersigned hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds secured by Ohio tax increment financing service payments in lieu of taxes, to be able to evaluate the risks and merits represented by the Bonds.

2. The Purchaser has authority to purchase the Bonds and to execute this letter in connection with the Bonds.

3. The undersigned is a duly authorized officer of the Purchaser with the authority to sign this Certificate on behalf of the Purchaser, and this Certificate has been duly authorized, executed, and delivered.

4. The Purchaser is able to bear the economic risks of purchasing the Bonds.

5. The Purchaser has been supplied with and reviewed the preliminary and final Private Placement Memorandum dated _____, 2025 (collectively, the "Placement Memorandum"), the Trust Agreement, the First Supplement, the Development Agreement, the Declaration (as defined in the Development Agreement), and any other document that it deems necessary to evaluate the merits and risks of its investment in the Bonds. The Purchaser understands and acknowledges that no federal or state agency has made any determination or finding as to the fairness for public or private investment in, or any recommendation or endorsement of, the Bonds as an investment.

6. In connection with the purchase of the Bonds, the Purchaser has been advised: (i) that, except as required of it under applicable securities laws, as noted in the Placement Memorandum, the Placement Agent has not undertaken steps to ascertain the accuracy, completeness or truth of any statements made or omitted to be made to the Purchaser by anyone other than the Placement Agent concerning any of the facts relating to the Developer or the Project, and (ii) that the Placement Agent has not made any representations concerning the accuracy or completeness of any information in the Placement Memorandum or otherwise supplied to the Purchaser by the Developer or the City.

7. The Purchaser understands that: (i) the Bonds are not registered under the Securities Act 1933 and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) the City is under no obligation and does not intend to register the Bonds under and federal or state securities law, (iii) the Bonds are not listed on any stock or other securities exchange, (iv) there is no public market for the Bonds and it is unlikely that such a market will ever develop.

8. The Purchaser is aware and acknowledges and agrees that the Bonds are not transferable except to an "Accredited Investor" or "Qualified Institutional Buyer", within the meaning of Section (a) of Rule 144A promulgated by the SEC pursuant to the Securities Act of 1933, that has executed and delivered to the City an investor letter in substantially the form of the investor letter attached as Exhibit B to the First Supplement.

9. The Purchaser is a "Qualified Institutional Buyer" or "Accredited Investor" within the meaning of Section (a) of Rule 144A "Accredited Investor".

10. The Bonds are being acquired by the Purchaser for its own account and not with a present view toward resale, transfer or distribution; however, the disposition of the Bonds and any interest therein shall at all times remain under the control of the Purchaser subject to applicable law.

11. The Purchaser acknowledges that in connection with the offering of the Bonds, (i) KeyBanc Capital Markets Inc., as Placement Agent, has acted at arm's length, is not an agent or financial advisor of, and owes no fiduciary duties to the Purchaser or any other person irrespective of whether the Placement Agent has advised or is advising the Purchaser on other matters, and (ii) the Purchaser represents it has had the opportunity to consult with its own legal counsel and to negotiate this Certificate prior to execution. The Purchaser waives to the fullest extent permitted by law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the placement of the Bonds.

Very truly yours,

[PURCHASER]

By: _____
Name: _____
Title:_____

Date: _____, 2025

THIS PRELIMINARY PRIVATE PLACEMENT MEMORANDUM AND THE INFORMATION CONTAINED HEREIN ARE SUBJECT TO COMPLETION OR AMENDMENT IN A FINAL PRIVATE PLACEMENT MEMORANDUM. Under no circumstances shall this Preliminary Private Placement Memorandum constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the securities offered hereby in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of that jurisdiction.

PRELIMINARY PRIVATE PLACEMENT MEMORANDUM DATED JUNE __, 2025

NEW ISSUE
"BOOK-ENTRY FORM ONLY"

RATINGS: **No Rating has been sought for the Series 2025 Bonds. (See "RATINGS" herein.)**

In the opinion of Squire Patton Boggs (US) LLP, Bond Counsel, under existing laws, regulations, rulings and court decisions, as applicable (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2025 Bonds is excludible from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and (ii) interest on, and any profit made on the sale, exchange or other disposition of, the Series 2025 Bonds are exempt from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax. Interest on the Series 2025 Bonds may be subject to certain federal taxes imposed only on certain corporations. For a more complete discussion of the tax aspects, see "TAX MATTERS" herein.

PRIVATE PLACEMENT MEMORANDUM

$[4,350,000][1]
City of Huber Heights, Ohio
Tax Increment Financing Revenue Bonds, Series 2025
(Canal Heights Incentive District #1 Project)

Dated: Date of Initial Delivery **Due:** As shown on the inside front cover.

The Series 2025 Bonds offered by this Private Placement Memorandum (collectively, the "Series 2025 Bonds") are being issued by the City of Huber Heights, Ohio (the "Issuer" or the "City") to: (i) finance a portion of the costs of the acquisition, installation and construction of certain public infrastructure improvements, including water, sanitary sewer, and stormwater sewer improvements and lines, and all necessary appurtenances thereto (collectively, the "Public Improvements"); (ii) fund a debt service reserve fund deposit, and (iii) pay the costs of issuance in connection therewith (collectively, the "Project"), all as described herein under **THE SERIES 2025 BONDS - Authorization and Purpose.**

The Series 2025 Bonds are being issued pursuant to a Master Trust Agreement dated as of July 1, 2025 (the "Master Trust Agreement"), as supplemented by a First Supplemental Trust Agreement dated as of July 1, 2025 (the "First Supplemental Trust Agreement," and the Master Trust Agreement as supplemented by the First Supplemental Trust Agreement, the "Trust Agreement"), each between the Issuer and U.S. Bank Trust Company, National Association, as trustee (together with any successors, the "Trustee" and "Bond Registrar"). The Series 2025 Bonds will be secured by (a) the Pledged Service Payments (defined *infra*), (b) all other moneys received or to be received by the Issuer or the Trustee and intended to be used for the payment of Bond Service Charges on, replenishment of reserves securing repayment of, and Administrative Costs related to, the Bonds, and other amounts due under the Trust Agreement, including without limitation, all moneys and investments held in the Special Funds created under the Trust Agreement, and (c) all income and profit from the investment of the foregoing moneys. See "**SECURITY AND SOURCES OF PAYMENT**".

THE SERIES 2025 BONDS ARE BEING OFFERED, AND MAY BE RESOLD, ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" AND "ACCREDITED INVESTORS." NO SERIES 2025 BOND OR BENEFICIAL INTEREST THEREIN SHALL BE SOLD OR TRANSFERRED UNLESS (i) THE TRANSFEROR REASONABLY BELIEVES THAT THE TRANSFEREE IS A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF SECTION (a) OF RULE 144A PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR AN "ACCREDITED INVESTOR" AS DEFINED IN REGULATION D PROMULGATED UNDER THE SECURITIES ACT OR (ii) THE TRANSFEROR HAS RECEIVED A CERTIFICATE FROM THE ISSUER THAT THE BONDS HAVE BEEN REGISTERED UNDER THE SECURITIES ACT AND THAT THE REGISTRATION IS IN EFFECT.

THE PURCHASE OF THE SERIES 2025 BONDS IS AN INVESTMENT SUBJECT TO A HIGH DEGREE OF RISK, INCLUDING THE RISK OF NON-PAYMENT OF PRINCIPAL AND INTEREST. SEE "RISK FACTORS" HEREIN FOR A DISCUSSION OF SEVERAL FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE SERIES 2025 BONDS.

Nothing in the Bond Legislation, the Series 2025 Bonds or the Trust Agreement shall represent or constitute a debt, or a pledge of the faith and credit, of the Issuer, the State, or any political subdivision of the State, and nothing therein or herein gives the Holders, and they do not have, the right to have taxes levied by the Issuer, by the State, or by the taxing authority of any political subdivision of

[1] Preliminary, subject to change.

the State, for the payment of Bond Service Charges, but the Series 2025 Bonds are payable from the Pledged Revenues and the funds established under the Trust Agreement. Each Series 2025 Bond shall contain a statement to that effect; provided, however, that nothing in the Bond Legislation shall be deemed to prohibit the Issuer, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Trust Agreement, the Bond Legislation, or the Series 2025 Bonds. See "SECURITY AND FLOW OF FUNDS."

The Series 2025 Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and will be available to purchasers ("Beneficial Owners") under the book-entry only system maintained form in denominations of $100,000 or any integral multiples of $5,000 in excess thereof. Beneficial Owners will not be entitled to receive physical delivery of the Series 2025 Bonds. So long as Cede & Co. is the registered owner of the Series 2025 Bonds, payments of principal or redemption price of and interest on the Series 2025 Bonds are required to be made to Beneficial Owners by DTC through its participants. See "**BOOK-ENTRY ONLY SYSTEM**" herein. See **APPENDIX D.**

Payment: Principal and interest will be payable to the registered owner (DTC), final principal upon presentation and surrender at the Cincinnati, Ohio, corporate trust office of the Trustee, and interest transmitted by the Trustee on each interest payment date (June 1 and December 1 of each year, commencing December 1, 2025)[2] to the registered owner (DTC).

Redemption Provisions: The Series 2025 Bonds are subject to optional redemption prior to stated maturity, as set forth herein. The Series 2025 Bonds will be subject to mandatory redemption prior to stated maturity, as set forth herein. See **THE SERIES 2025 BONDS - Redemption Provisions.**

The Series 2025 Bonds are being privately placed to the purchasers identified by the Placement Agent named below, subject to the receipt of the approving legal opinion of Squire Patton Boggs (US) LLP, as Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Developer by its counsel, Dinsmore & Shohl, LLP and for the Placement Agent by its counsel, Frost Brown Todd LLP. Bradley Payne, LLC has acted as Financial Advisor to the Issuer in connection with the issuance of the Series 2025 Bonds. It is expected that delivery of the Series 2025 Bonds will be made through The Depository Trust Company in New York, New York, on or about July __, 2025*.

KeyBanc Capital Markets

This Private Placement Memorandum has been prepared by the Issuer in connection with its original offering for sale of the Series 2025 Bonds. This cover page includes certain information for quick reference only. It is not a summary of the bond issue. Investors should read the entire Private Placement Memorandum to obtain information as a basis for making informed investment judgments.

The date of this Private Placement Memorandum is June __, 2025, and the information speaks only as of that date.

[2] Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, RATES, PRICES, YIELDS, AND INITIAL CUSIP NUMBERS

CITY OF HUBER HEIGHTS, OHIO

$[4,350,000][3]
Tax Increment Financing Revenue Bonds, Series 2025
(Canal Heights Incentive District #1 Project)

$[_____] [_____]% Series 2025 Term Bond Maturing [_____]*; Price [_____]%; CUSIP No_____[4‡]

[3] Preliminary, subject to change.

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REGARDING USE OF THIS PRIVATE PLACEMENT MEMORANDUM

This Private Placement Memorandum does not constitute an offering of any security other than the original offering of the Series 2025 Bonds specifically offered hereby and identified on the cover page. No person has been authorized to give any information or to make any representations other than those contained in this Private Placement Memorandum in connection with the offering made in this Private Placement Memorandum, and if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Placement Agent. This Private Placement Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds by any person, in any jurisdiction in which it is unlawful for such person to make an offer, solicitation, or sale. The information set forth herein has been obtained from the Issuer and other sources, including the Developer, which are believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Placement Agent. The delivery of this Private Placement Memorandum at any time does not imply that the information herein is correct as of any time subsequent to its date.

The Placement Agent has reviewed the information in this Private Placement Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Placement Agent does not guarantee the accuracy or completeness of such information.

The Issuer will make available, during the offering and prior to any sale of Series 2025 Bonds to any person who receives this Private Placement Memorandum and such person's representatives, if any, to obtain public information relating to the Series 2025 Bonds from Andrew Brossart, Bradley Payne, LLC, serving as Financial Advisor to the Issuer, by calling (513) 509-0743, or David C. Tiggett, KeyBanc Capital Markets Inc., serving as Placement Agent by calling (614) 937-2453, concerning the terms and conditions of the offering, to inspect any documents summarized in this Private Placement Memorandum, and to obtain any additional public information necessary to verify the accuracy of the information presented, to the extent that the Issuer or the Placement Agent possess such information or can acquire it without unreasonable effort or expense.

CUSIP data on the inside cover page has been provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association ("ABA") by FactSet Research Systems Inc. CUSIP is a registered trademark of the ABA. The CUSIP data is being provided solely for the convenience of the owners of the Series 2025 Bonds and only at the time of issuance of the Series 2025 Bonds. The Issuer, Bond Counsel, and the Placement Agent are not responsible for the selection or use of these CUSIP numbers and make no representation with respect to such data or undertake any responsibility for its accuracy now or at any time in the future. CUSIP numbers are subject to being changed after the issuance of the Series 2025 Bonds as a result of subsequent actions and events.

UPON ISSUANCE, THE SERIES 2025 BONDS WILL NOT BE REGISTERED BY THE ISSUER UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAW OF ANY STATE, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2025 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS ANY OTHER FEDERAL, STATE, MUNICIPAL, OR OTHER GOVERNMENTAL ENTITY OR AGENCY, EXCEPT THE ISSUER, PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM OR APPROVED THE SERIES 2025 BONDS FOR SALE.

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PRIVATE PLACEMENT MEMORANDUM SUMMARY

This summary is qualified in its entirety by reference to the detailed information appearing elsewhere in this Private Placement Memorandum and in the attached Appendices. The offering of the Series 2025 Bonds to potential investors is made only by means of the entire Private Placement Memorandum. No person is authorized to detach this summary from this Private Placement Memorandum or to otherwise use it without the entire Private Placement Memorandum. Capitalized terms appearing in this summary are defined on the cover or later in this Private Placement Memorandum.

PURPOSE OF FINANCING	The Series 2025 Bonds offered by this Private Placement Memorandum are being issued by the Issuer to: (i) finance a portion of the costs of the acquisition, installation and construction of certain public infrastructure improvements, including water, sanitary sewer, and stormwater sewer improvements and lines, and all necessary appurtenances thereto (the "Public Improvements"); (ii) fund a debt service reserve fund deposit, and (iii) pay the costs of issuance in connection therewith (collectively, the "Project") (See "**THE SERIES 2025 BONDS – Description of the Financed Project**.")
TAX MATTERS.....	In the opinion of Squire Patton Boggs (US) LLP, Bond Counsel, under existing regulations, rulings and court decisions, as applicable, assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Series 2025 Bonds is excludible from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Interest on, and any profit made on the sale, exchange, or other disposition of, the Series 2025 Bonds are exempt from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax. For a more complete discussion of the tax aspects, see "**TAX MATTERS**."
PLACEMENT AGENT.....	KeyBanc Capital Markets Inc.

[Summary continues on next page.]

SECURITY AND FLOW OF FUNDS.....	The Series 2025 Bonds will be secured by all amounts received by the Trustee fro or otherwise payable to the Trustee with respect to the principal or redemption price of, and interest on, the Series 2025 Bonds, including, without limitation, (a) the Pledged Service Payments, (b) all other moneys received or to be received by the Issuer or the Trustee and intended to be used for the payment of Bond Service Charges on, replenishment of reserves securing payment of, and Administrative Costs related to, the Bonds, and other amounts due under the Trust Agreement, including without limitation, all moneys and investments held in the Special Funds created under the Trust Agreement, and (c) all income and profit from the investment of the foregoing moneys (collectively, the "Pledged Revenues").
DENOMINATION.....	$100,000 and any integral multiple of $5,000 in excess thereof.
INTEREST RATE.....	The Series 2025 Bonds will bear interest at a fixed rate or rates of interest and w computed on the basis of a 360-day year consisting of twelve 30-day months, from the date of issuance, at the rates and mature in the amounts and on the dates stated on the inside cover page.
INTEREST PAYABLE.....	Interest on the Series 2025 Bonds will be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2025[5].
REDEMPTION PRIOR TO MATURITY*.....	The Series 2025 Bonds maturing on or after December 1, 20__ are subject t redemption in whole or in part on any date after December 1, 20__*, with thirty (30) days' notice to the respective Series 2025 Bondholders at a redemption price equal to 100% of the principal amount of the outstanding Series 2025 Bonds to be redeemed, plus accrued interest, if any, to the Redemption Date. The Series 2025 Bonds [maturing on December 1, 20__] are subject to mandatory redemption prior to stated maturity beginning December 1, 20__*. (See "**THE OFFERED BONDS – Redemption Prior to Maturity**.")

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[5] Preliminary, subject to change.

INTRODUCTORY STATEMENT

General

This Private Placement Memorandum provides information regarding the Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project) (the "Series 2025 Bonds") to be issued in the aggregate principal amount stated above by the City of Huber Heights, Ohio, a municipal corporation duly organized and existing under and by the virtue of the laws of the State and its Charter (the "Issuer"). The Series 2025 Bonds are to be issued under the terms of a Master Trust Agreement dated as of July 1, 2025, as supplemented by a First Supplemental Trust Agreement dated as of July 1, 2025 (collectively, the "Trust Agreement"), as further amended and supplemented, between the Issuer and U.S. Bank Trust Company, National Association, a national banking association, as trustee (together with any successor as trustee, the "Trustee"). See "**TRUST AGREEMENT**." Certain capitalized terms used in this Private Placement Memorandum are defined in its text in summary form and are more fully defined in this Introductory Statement. Terms not so defined are used with the meanings given to them in the Trust Agreement.

Investment Considerations

No person should purchase any Series 2025 Bonds without a careful review and consideration of matters affecting the security of an investment in the Series 2025 Bonds, including those described under the caption "**RISK FACTORS**."

Limited Liability of Issuer

NOTHING IN THE BOND LEGISLATION, THE SERIES 2025 BONDS, OR THE TRUST AGREEMENT SHALL REPRESENT OR CONSTITUTE A DEBT, OR A PLEDGE OF THE FAITH AND CREDIT, OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NOTHING THEREIN OR HEREIN GIVES THE HOLDERS, AND THEY DO NOT HAVE, THE RIGHT TO HAVE TAXES LEVIED BY THE ISSUER OR BY THE STATE OR THE TAXING AUTHORITY OF ANY POLITICAL SUBDIVISION OF THE STATE, FOR THE PAYMENT OF BOND SERVICE CHARGES, BUT THE SERIES 2025 BONDS ARE PAYABLE FROM THE PLEDGED REVENUES AND THE SPECIAL FUNDS ESTABLISHED UNDER THE TRUST AGREEMENT. EACH BOND SHALL CONTAIN A STATEMENT TO THAT EFFECT, PROVIDED, HOWEVER, THAT NOTHING IN THE BOND LEGISLATION SHALL BE DEEMED TO PROHIBIT THE ISSUER, OF ITS OWN VOLITION, FROM USING TO THE EXTENT IT IS LAWFULLY AUTHORIZED TO DO SO, ANY OTHER RESOURCES OR REVENUES FOR THE FULFILLMENT OF ANY OF THE TERMS, CONDITIONS OR OBLIGATIONS OF THE TRUST AGREEMENT, THE BOND LEGISLATION, OR THE SERIES 2025 BONDS.

Purpose

The Series 2025 Bonds offered by this Private Placement Memorandum are being issued by the Issuer to finance certain facilities and improvements constituting "public infrastructure improvements" as defined in Ohio Revised Code Section 5709.40, which are described under "**THE SERIES 2025 BONDS – Description of the Financed Project**" and "**SOURCES AND USES OF FUNDS**."

Miscellaneous

This Private Placement Memorandum contains certain limited information with respect to the Issuer, the Public Improvements, the Project, the Private Improvements, and the Developer, as well as brief

descriptions of certain provisions of the Series 2025 Bonds and the Trust Agreement. These descriptions and information do not purport to be comprehensive or definitive. All references to documents described in this Private Placement Memorandum are qualified in their entirety by reference to such documents and the Declaration, copies of which are available for inspection at the office of the Issuer.

Basic Documents

The Issuer, in accordance with the Act, is authorized to issue the Series 2025 Bonds pursuant to the Bond Legislation adopted by the Legislative Authority. The Series 2025 Bonds will be secured under the Trust Agreement, which is the principal agreement pertaining to the Series 2025 Bonds. Under the Trust Agreement, the Issuer has pledged to the Trustee the Pledged Service Payments for the purpose of securing the repayment of the Series 2025 Bonds. See "**TRUST AGREEMENT**."

The Series 2025 Bonds are authorized and issued by the Issuer pursuant to (i) the TIF Statute, (ii) the Act, (iii) the TIF Ordinance, (iv) the Bond Legislation, and (v) the Trust Agreement. See "**PLEDGED SERVICE PAYMENTS"** and **"APPENDIX F – TIF ORDINANCE ."**

Definitions

As used in this Private Placement Memorandum:

"Act" means the TIF Statute and other applicable laws of the State of Ohio, including the Ohio Constitution and the City Charter.

"Additional Bonds" mean any Additional Bonds issued pursuant to Section 2.05 of the Master Trust Agreement, if any (See "**SECURITY AND SOURCES OF PAYMENT – Additional Bonds**").

"Administration Agreement" means the Administration Agreement between Issuer and the Calculation Agent, dated as of July 1, 2025.

"Administrative Costs" means such reasonable costs relating to the administration and issuance of the Series 2025 Bonds, including fees of the Trustee, accounting, financial, legal and third-party advisors, fees of the Calculation Agent in connection with the administration and collection of Net Statutory Service Payments and Minimum Service Payments and the issuance of Series 2025 Bonds, and any other expenses incurred by the Issuer, the Trustee or the Calculation Agent including those necessary to comply with any continuing disclosure or rebate obligations relating to the Series 2025 Bonds.

"Aggregate Amount Available for Debt Service" means, for each year in which all Bonds, including the Additional Bonds, will be outstanding, the value (in dollars) of the (i) product of the then current and applicable effective rate of real property taxation multiplied by (ii) the value (in dollars) of the sum of (A) the portion of the aggregate real property tax valuation of the single-family residences theretofore constructed and which are or will be eligible for the CRA Exemption plus (B) the product of (1) the portion of the aggregate real property tax valuation of the single-family residences then expected to be constructed and which will be eligible for the CRA Exemption multiplied by (2) ninety (90%).

"Aggregate Developed Parcels Payments" means the aggregate of the Minimum Service Payments projected by the Issuer or the Calculation Agent to be collected in any calendar year with respect to the Developed Parcels.

"Annual Debt Service Requirement" means the aggregate Debt Service Charges on all Bonds which have been issued and remain outstanding during the applicable calendar year.

"Authorized Denominations" means $100,000 and any increments of $5,000 in excess thereof.

"Bond" or "Bonds" means the Series 2025 Bonds and any Additional Bonds.

"Bond Counsel" means Squire Patton Boggs (US) LLP, or another attorney or firm of attorneys of recognized standing in Ohio on the subject of municipal bond and note financing selected by the Issuer and acceptable to the Trustee.

"Bond Legislation" means Ordinance No. 2025-O-___ adopted by the Legislative Authority on June __, 2025, and any supplemental resolutions of the Legislative Authority relating to the issuance of the Bonds and related matters, as amended or supplemented from time to time.

"Bond Registrar" means the Trustee, until a successor Bond Registrar shall have become such pursuant to applicable provisions of the Trust Agreement. Any Bond Registrar designated under the Trust Agreement shall be a transfer agent registered in accordance with Section 17A(c) of the Securities Exchange Act of 1934, as amended.

"Bond Reserve Fund" means the Bond Reserve Fund created in Section 5.01 of the Master Trust Agreement.

"Bond Service Charges" means, for any period or payable at any time, the principal of, and interest on, the Series 2025 Bonds, for that period or payable at that time whether due at maturity or upon redemption.

"Bond Service Fund" means the Bond Service Fund created in Section 5.01 of the Master Trust Agreement.

"Bondholder," "Holder," "holder," or "owner of the Bonds" means the registered owner of any Bond and does not mean any Beneficial Owner of a Bond whether through a Book Entry System or otherwise.

"Calculation Agent" means the organization appointed from time to time as Calculation Agent pursuant to the Trust Agreement to undertake the duties of the Calculation Agent under the Trust Agreement and the Administration Agreement, including any successors or assigns, and being initially The Incentive Review Group, LLC, an Ohio limited liability company, and including its successor or assigns.

"Calculation Agent's Semiannual Report" means the report of the Calculation Agent due on or before each Calculation Agent's Semiannual Report Date, which report shall include (i) the total amount of estimated Statutory Service Payments and Minimum Service Payments received by the Issuer in the first half and/or second half settlements, as the case may be, from the Montgomery County Treasurer in that collection year, (ii) the amounts required to be paid pursuant to the TIF Statute and the TIF Ordinance to any other taxing authority, including but not limited to, the School District Payments for that collection year, (iii) the estimated amount of Administrative Costs for that collection year, (iv) the amounts of Pledged Net Statutory Service Payments and Minimum Service Payments then held by the Trustee, (v) amount of Bond Service Charges coming due on the next succeeding Interest Payment Date, (vi) the amount held by the Trustee for the payment of capitalized interest on the next succeeding Interest Payment Date, and (vii) the amount of Minimum Service Payments required for the payment of Bond Service Charges coming due on the two succeeding Interest Payment Dates (in the next collection year) in accordance with the Development Agreement and the Declaration.

"Calculation Agent's Semiannual Report Date" means the later of (i) April 15 and October 15 of each year, commencing [April 15, 2026], or (ii) five (5) business days following the Calculation Agent's receipt of the amount of Net Statutory Service Payments and Minimum Service Payments received by the Issuer.

"Costs of Public Improvements" means costs of related to Public Improvements, and the financing and refinancing of those costs, including Financing Costs.

"County Auditor" means the Auditor of Montgomery County, Ohio.

"County Recorder" means the Recorder of Montgomery County, Ohio.

"County Treasurer" means the Treasurer of Montgomery County, Ohio.

"Declaration" means the Declaration of Covenants and Conditions relative to Minimum Service Payment Obligations executed by the Developer, as owner of the Developer Property, accepted and agreed to by the Issuer, and recorded with the County Recorder's office.

"*Debt Service Coverage Requirement*" means (i) the sum of the reasonably estimated Administrative Costs and the estimated Bond Service Charges on all Bonds in each of the Fiscal Years that such Additional Bonds will be outstanding multiplied by (ii) 115%.

"Debt Service Requirement Deficit" means the amount by which the sum of the Annual Debt Service Requirement and the Administrative Costs exceed the sum of the Aggregate Developed Parcels Payments and the Pledged Net Statutory Service Payments during the applicable calendar year.

"Depository" means The Depository Trust Company (a limited purpose trust company), New York, New York, until any successor Depository shall have become such pursuant to the applicable provisions of the Trust Agreement and, thereafter, "Depository" shall mean the successor Depository. Any Depository shall be a securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book-entry-only system to record ownership of beneficial interests in Series 2025 Bonds, including the principal and redemption price thereof, and interest due thereon, and to effect transfers of Series 2025 Bonds, in a book-entry form.

"Developed Parcel" means each parcel of Developer Property for which a certificate of occupancy for a single-family residence has been issued.

"Developer" means Forestar (US) Real Estate Group Inc., a Delaware corporation.

"Developer Property" means the real property described on Exhibit A to the Development Agreement.

"Development Agreement" means the Development Agreement relating to Single Family Residential Development dated as of February 25, 2025, by and between the Issuer and the Developer.

"Financing Costs" has the meaning given in Section 133.01 of the Ohio Revised Code.

"First Supplemental Trust Agreement" means the First Supplemental Trust Agreement dated as of July 1, 2025, by and between the Issuer and the Trustee.

"Improvement" is used as defined in the TIF Statute, means generally the increase in assessed valuation of the parcels of real property constituting the TIF Area that would first appear on the tax list and duplicate of real and public utility property after the effective date of the TIF Ordinance, as adopted under the TIF Statute by the City Council, were it not for the exemption granted by the TIF Ordinance.

"Interest Payment Date" means each June 1 and December 1, commencing on December 1, 2025.[6]

"JVSD" means the Miami Valley Career Technology Center.

"Legislative Authority" means the City Council of the Issuer.

"Mandatory Redemption" means redemption of Bonds pursuant to Section 2.03(b) of the First Supplemental Trust Agreement.

"Master Trust Agreement" means the Master Trust Agreement dated as of July 1, 2025, as amended and supplemented, by and between the Issuer and the Trustee.

"Minimum Service Payment" means, for so long as the Series 2025 Bonds are outstanding, (i) for each Developed Parcel, the amount (in dollars) which is the product of (A) the portion of the aggregate real property tax valuation of each single-family residence thereon which is then eligible for the CRA Exemption; *provided that*, if the Issuer determines that the then available real property tax valuation for a parcel does not reflect the completion of single-family residence thereupon, the purchase price for such single-family residence may be used instead, multiplied by (B) the then current and applicable effective rate of real property taxation the then current and applicable effective rate of real property taxation, and (ii) for any calendar year in respect of which the Issuer projects a Debt Service Requirement Deficit greater than $0.00, the amount of such Debt Service Requirement Deficit allocated to each Undeveloped Parcel based on each such Undeveloped Parcel's acreage in proportion to the Undeveloped Residential Acreage.

"MSP Amounts" means the amount of Minimum Service Payments required for the payment of Bond Service Charges coming due on the two succeeding Interest Payment Dates in the applicable subsequent collection year.

"Net Statutory Service Payments" means that portion of the Statutory Service Payments which the Issuer receives following those payments which are required to be paid pursuant to the TIF Statute and the TIF Ordinance to any other taxing authority, including but not limited to, the School District Payments, less Administrative Costs paid or to be paid by the Issuer or to reimburse the Issuer for those previously paid.

"Owner" means an "Owner" under the Declaration.

"Pledged Net Statutory Service Payments" means such portion of the Net Statutory Service Payments which were paid in respect of either (a) a Developed Parcel and relate to any tax year up to and including the final tax year in which a CRA Exemption is applicable with respect to that Developed Parcel or (b) an Undeveloped Parcel.

"Pledged Revenues" means (a) the Pledged Service Payments, (b) all other moneys received or to be received by the Issuer or the Trustee and intended to be used for the payment of Bond Service Charges on, replenishment of reserves, and Administrative Costs related to, the Bonds, and other amounts due under

[6] Preliminary, subject to change.

the Trust Agreement, including without limitation, all moneys and investments held in the Special Funds created under the Trust Agreement, and (c) all income and profit from the investment of the foregoing moneys.

"Pledged Service Payments" means the Pledged Net Statutory Service Payments and the Minimum Service Payments pledged by the Issuer to the Trustee, each pursuant to the Trust Agreement.

"Private Improvements" means approximately 283 single-family residences to be constructed by the Developer upon approximately 283 single-family residential lots located within the tax increment financing incentive district designated Canal Heights Incentive District #1 and established within in the TIF Area pursuant to the TIF Ordinance.

"Principal Payment Date" means any date on which principal shall be payable with respect to a series of Bonds, whether at maturity, pursuant to Mandatory Redemption, or otherwise.

"Project Fund" means the Project Fund created in Section 5.01 of the Master Trust Agreement.

"Property Tax Rollback Payments" means, with respect the TIF Area, any payment received by the County Treasurer and distributed to the City in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time.

"Public Improvements" means the acquisition, installation and construction of certain public infrastructure improvements, including water, sanitary sewer, and stormwater sewer improvements and lines, and all necessary appurtenances thereto, as more fully described in the Development Agreement.

"Rebate Account" means the Series 2025 Rebate Account established in the custody of the City in the Rebate Fund.

"Rebate Fund" means the Rebate Fund designated "City of Huber Heights, Ohio – Canal Heights Incentive District – Rebate Fund" and created in Section 5.01 of the Master Trust Agreement.

"Register" means the Bond register maintained by the Bond Registrar for the registration and transfer or and Series 2025 Bonds.

"Required Reserve" means, with respect to the Series 2025 Bonds, [_____], which is equal to $[___,__.__]*.

"Required Transfer Amount" means the amount of Net Statutory Service Payments and Minimum Service Payments need for the payment of Bond Service Charges in the next succeeding Interest payment Date.

"School District" means the Huber Heights City School District.

"School District Payments" means the amount paid to the School District and the JVSD pursuant to the TIF Ordinance.

"Special Funds" means, collectively, the Project Fund, the Revenue Fund, the Bond Service Fund and the Bond Reserve Fund and accounts created in those Funds, and any other funds or accounts held by the Trustee, including, without implied limitation, any fund or account relating to a Credit Support

Instrument permitted by or established under, and identified as a Special Fund or Account in, the Master Trust Agreement or a Series Bond Ordinance or Supplemental Trust Agreement.

"State" means the State of Ohio.

"Statutory Service Payments" means the service payments in lieu of taxes which will be paid by the respective owners of the Developer Property pursuant to and in accordance with Ohio Revised Code Section 5709.42.

"TIF Area" means the real property constituting the Developer Property and located within the tax increment financing incentive districts designated Canal Heights Incentive District #1, Canal Heights Incentive District #2, Canal Heights Incentive District #3, Canal Heights Incentive District #4, and Canal Heights Incentive District #5, each established pursuant to, and as more fully described in, the TIF Ordinance.

"TIF District" means each of the tax increment financing incentive districts within the TIF Area established by the TIF Ordinance and designated Canal Heights Incentive District #1, Canal Heights Incentive District #2, Canal Heights Incentive District #3, Canal Heights Incentive District #4, and Canal Heights Incentive District #5.

"TIF Fund" means Canal Heights Municipal Public Improvement Tax Increment Equivalent Fund established pursuant to the TIF Ordinance.

"TIF Ordinance" means Ordinance No. 2025-O-2687, passed on April 15, 2025, establishing the TIF Districts and declaring the Improvement to the parcels within the TIF Districts to be a public purpose under and pursuant to TIF Statute and 100% exempt from real property taxation for a period of 30 years, a copy of which is attached as "**APPENDIX F – TIF ORDINANCE**."

"TIF Statute" means Ohio Revised Code Section 5709.40, et. seq.

"Trust Agreement" means the Master Trust Agreement, as amended and supplemented, including without limitation by the First Supplemental Trust Agreement, a substantially final draft copy of each of which are attached hereto as "**APPENDIX C – FORM OF TRUST AGREEMENT**."

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association duly organized and validly existing under the laws of the United States of America and qualified to exercise corporate trust powers in the State, until a successor Trustee shall have become such pursuant to the applicable provisions of the Trust Agreement, and thereafter, "Trustee" shall mean the successor Trustee.

"Undeveloped Parcel" means each Parcel of the Developer Property for which one or more certificates of occupancy for a single-family residence are eventually expected to be, but have not yet been, issued.

"Undeveloped Residential Acreage" means the aggregate acreage of the Undeveloped Parcels.

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THE SERIES 2025 BONDS

Authorization and Purpose

The Series 2025 Bonds are being issued pursuant to the Act, the Bond Legislation, and the Trust Agreement, all as described below. The Series 2025 Bonds are being issued for the purposes of (i) financing a portion of the costs of the Public Improvements as described in this Private Placement Memorandum, (ii) funding a deposit into the Bond Reserve Fund, and (iii) paying costs of issuance associated with the Series 2025 Bonds.

Description of the Financed Project

The proceeds of the Series 2025 Bonds will be used, in part, to finance a portion of the costs of the Public Improvements for the benefit of the TIF Area and the Private Iimprovements. The Developer is obligated to construct the Public Improvements pursuant to the terms of the Development Agreement. The Developer is obligated to fund any shortfalls necessary to complete the Public Improvements if Series 2025 Bond proceeds are insufficient.

Basic Documents

The Issuer, in accordance with the Act, is authorized to issue the Series 2025 Bonds pursuant to the Bond Legislation adopted by the Legislative Authority. The Series 2025 Bonds will be secured under the Trust Agreement.

Pursuant to Ohio Revised Code Section 5709.40, et. seq., and the TIF Ordinance, the Issuer has established the five TIF Districts overlying the TIF Area (as more fully described in "**APPENDIX F – TIF ORDINANCE"**). The TIF Ordinance requires the owners of real property within the TIF Area to make Statutory Service Payments to the County Treasurer on or before the final dates for payment of real property taxes. Statutory Service Payments will generally be collected in the same manner as real property taxes. See **"PLEDGED SERVICE PAYMENTS – General."**

The Issuer has pledged the Pledged Service Payments to the payment of Bond Service Charges on the Series 2025 Bonds pursuant to the terms of the Trust Agreement. See "**APPENDIX C – FORM OF TRUST AGREEMENT**."

Forms and Terms

The Series 2025 Bonds will be issued in fully registered form and will be dated, will be payable in the amounts and on the dates, will bear interest (computed on the basis of a 360-day year and twelve 30-day months) at the rates and payable on the dates, and will be payable at the place and in the manner, described on the cover and inside cover pages of this Private Placement Memorandum. The Series 2025 Bonds will be issued and available for book entry interest ownership in authorized in denominations of $100,000 and any integral multiple of $5,000 in excess thereof.

The Trustee as Bond Registrar will keep all books and records necessary for registration, exchange and transfer of the Series 2025 Bonds.

The Series 2025 Bonds will be issued initially under a book entry method. Details regarding the procedures for and manner of payment, issuance, exchange and transfer of the Series 2025 Bonds under the book entry method are discussed in "**APPENDIX D – BOOK ENTRY SYSTEM; DTC**."

If any Depository determines not to continue to act as a Depository for the Series 2025 Bonds for use in a book entry system, the Issuer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Issuer does not or is unable to do so, the Issuer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Series 2025 Bonds so held in book entry form from the Depository, and shall cause Series 2025 Bond certificates in registered form and Authorized Denominations ("Replacement Bonds") to be authenticated by the Trustee and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Issuer action or inaction, of those persons requesting such issuance.

Redemption Provisions[7]

Mandatory Redemption

The Series 2025 Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, on December 1 of the years and in the respective principal amounts as follows:

Year	Principal Amount to be Redeemed
20__	$___,000
20__	___,000
20__	___,000

The balance of the principal of the Series 2025 Bonds maturing on December 1, 20__, ($[_____]) is payable at stated maturity on December 1, 20__.

The Series 2025 Bonds maturing on December 1, 20__, are subject to mandatory sinking fund redemption at a redemption price of 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, on December 1 of the years and in the respective principal amounts as follows:

Year	Principal Amount to be Redeemed
20__	$___,000
20__	___,000
20__	___,000

The balance of the principal of the Series 2025 Bonds maturing on December 1, 20__, ($[_____]) is payable at stated maturity on December 1, 20__.

See "**APPENDIX C – FORM OF TRUST AGREEMENT**."

Optional Redemption

[7] Preliminary, subject to change.

The outstanding principal of the Series 2025 Bonds is subject to optional redemption at the option of the Issuer, in whole or in part, on any date occurring on or after December 1, 20__, at a redemption price equal to 100% of the principal amount so redeemed plus interest accrued on that principal amount to the redemption date; provided that the Issuer shall give written notice to the Trustee at least __ days before the redemption date (or such shorter period as shall be acceptable to the Trustee), and the Trustee shall have given written notice to the Holders at least 30 days prior to the redemption date. The selection of the Series 2025 Bonds to be redeemed shall be made in such fashion that Series 2025 Bonds will never be outstanding hereunder except in Authorized Denominations. Series 2025 Bonds selected for redemption shall be redeemed in the inverse order of their maturity. See "**APPENDIX C – FORM OF TRUST AGREEMENT**."

Partial Redemption

If a portion of any Series 2025 Bond is to be redeemed, the Trustee shall maintain a record of all such partial redemptions; provided that a Holder may (but is not required to, except upon redemption in full) surrender the Series 2025 Bond to the Bond Registrar for exchange and delivery pursuant to Section 2.03(f) of the Trust Agreement, without charge to the Holder, of a new Series 2025 Bond in principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Series 2025 Bond partially redeemed. If the Series 2025 Bonds are held by more than one Holder, the selection of Series 2025 Bonds to be redeemed, or portions thereof in $5,000 increments shall be made by the Trustee pro rata in accordance with the outstanding principal amount held by each Series 2025 Bondholder; provided that: (i) the selection of the Series 2025 Bonds to be redeemed shall be made in such fashion that Series 2025 Bonds will never be outstanding hereunder except in Authorized Denominations, and (ii) so long as a Depository is the registered owner of the Series 2025 Bonds, the particular book entry interests in Series 2025 Bonds or portions thereof to be redeemed will be selected by the Depository, in such manner as the Depository may determine, consistent herewith, provided that the Depository shall effect all redemptions in a manner that accomplishes a pro rata pass-through distribution by principal.

Sources and Uses of Funds[8]

The estimated sources and uses of funds in connection with the issuance of the Series 2025 Bonds is as follows:

Sources of Funds*

Par Amount of the Series 2025 Bonds	$[4,350,000.00]
[Original Issue Discount] [Premium]	$ ___,___.__
Total	**$[_,___,___.__]**

[Uses Table follows on next page.]

[8] Preliminary, subject to change.

Uses of Funds[9]

Deposit to Project Fund	$[_,___,___.__]
Bond Reserve Fund	$[___,___.__]
Issuance Costs(A)	$[___,___.__]
Total	**$[_,___,___.__]**

(A) Includes Placement Agent fee, Trustee fees, Financial Advisor fees, legal and accounting fees, printing and other incidental costs related to the issuance of the Series 2025 Bonds.

SECURITY AND SOURCES OF PAYMENT

Pledged Revenues

The Series 2025 Bonds are secured by and from Pledged Revenues, including a pledge of the Pledged Service Payments. See, generally, "**APPENDIX C – FORM OF TRUST AGREEMENT**."

The Bond Service Charges due on the Series 2025 Bonds are payable solely from the Pledged Revenues, which are comprised of: (a) the Pledged Service Payments, (b) all other moneys received or to be received by the Issuer or the Trustee and intended to be used for the payment of Bond Service Charges on, replenishment of reserves, and Administrative Costs related to, the Bonds, and other amounts due under the Trust Agreement, including without limitation, all moneys and investments held in the Special Funds created under the Trust Agreement, and (c) all income and profit from the investment of the foregoing moneys. See "**APPENDIX C – FORM OF TRUST AGREEMENT**."

THE SERIES 2025 BONDS ARE SPECIAL OBLIGATIONS OF THE ISSUER PAYABLE AS TO BOTH PRINCIPAL AND INTEREST SOLELY FROM PLEDGED REVENUES. THE SERIES 2025 BONDS ARE NOT GENERAL OBLIGATIONS OF THE ISSUER AND DO NOT CONSTITUTE A DEBT, OR A PLEDGE OF THE FAITH AND CREDIT, OF THE STATE OF OHIO OR OF ANY POLITICAL SUBDIVISION THEREOF, AND THE HOLDERS THEREOF HAVE NO RIGHT TO HAVE TAXES LEVIED BY THE OHIO GENERAL ASSEMBLY OR THE TAXING AUTHORITY OF THE ISSUER OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE FOR THE PAYMENT OF THE PRINCIPAL THEREOF OR INTEREST THEREON.

Provisions as to Funds.

Project Fund. Pursuant to Section 5.01 of the Master Trust Agreement, the Issuer has created and ordered maintained as a separate deposit account in the custody of the Trustee, a trust fund designated the "City of Huber Heights, Ohio – Canal Heights Incentive District – Project Fund." Pursuant to the First Supplemental Trust Agreement, within the Project Fund the Issuer has created and ordered maintained as a separate deposit account (except when invested as herein provided) in the custody of the Trustee (the "Project Account") designated the "Series 2025 Project Account."

[9] Preliminary, subject to change.

Proceeds of the Series 2025 Bonds in the amount of $[_,___,___.__][10] will be deposited into the Project Account to be used to pay Costs of Public Improvements. Upon completion of the construction of the Public Improvements and payment, or provision of payment, in full of the costs of the Public Improvements financed by the issuance of the Series 2025 Bonds, any remaining on deposit in the Project Account shall be used promptly for one or more of the following purposes at the direction of the Issuer: (i) payment of interest as it becomes due on the Series 2025 Bonds; or (ii) deposit into the Bond Service Fund for payment of Bond Service Charges on the Series 2025 Bonds.

Revenue Fund. Pursuant to Section 5.01 of the Master Trust Agreement, the Issuer has created and ordered maintained as a separate deposit account in the custody of the Trustee a trust fund designated the "City of Huber Heights, Ohio – Canal Heights Incentive District – Revenue Fund."

Pursuant to the Development Agreement and accordance with the calculations provided by the Calculation Agent, the Issuer shall cause all Pledged Revenues not deposited into the Project Fund to be deposited into the Revenue Fund. In addition, proceeds of the Series 2025 Bonds in the amount of $[___,___.__]* will be deposited into the Revenue Fund on the Closing Date to fund capitalized interest on the Series 2025 Bonds through the _____ 1, 202_*, Interest Payment Date.

On the business day immediately preceding each Interest Payment Date, the Trustee shall transfer money on deposit in the Revenue Fund in the following order of priority:

(1) First, to the Trustee, an amount equal to the Trustee's fees and expenses then due and payable in accordance with the Master Trust Agreement and the fees and expenses of the Calculation Agent.

(2) Second, to the Rebate Account, the amount required to pay any required rebate payments on the Series 2025 Bonds.

(3) Third, to the Bond Service Fund, the amount sufficient to pay Bond Services Charges on the Series Bonds and due on the Interest Payment Date occurring the following business day.

(4) Fourth, to the Bonds Reserve Fund, the amount sufficient, if applicable, to restore the balance in the Bond Reserve Fund to the Required Reserve.

Bond Service Fund. Pursuant to Section 5.01 of the Master Trust Agreement, the Issuer has created and ordered maintained as a separate deposit account (except when invested as hereinafter set forth) in the custody of the Trustee a trust fund to be designated "Bond Reserve Fund". The Bond Service Fund and the moneys and Eligible Investments therein shall be used solely and exclusively for the payment of Bond Service Charges as they become due on the outstanding Bonds.

If money on deposit in the Bond Service Fund (including deposits from amounts held in the Bond Reserve Fund as provided in the Trust Agreement) is not sufficient to pay all Bond Service Charges due on the Bonds on each Interest Payment Date, the Trustee shall transfer any amounts from the Bond Reserve Fund to the extent necessary to pay all Bond Service Charges due on the Bonds, and then apply any money on deposit in the Bond Service Account to the payment of Bond Service Charges on the Bonds on a pro rata basis in accordance with their respective Bond Service Charges then due.

Bond Reserve Fund. Pursuant to Section 5.01 of the Master Trust Agreement, the Issuer has created and ordered maintained as a separate deposit account (except when invested as hereinafter set forth)

[10] Preliminary, subject to change.

in the custody of the Trustee a trust fund to be designated "Bond Reserve Fund". The Issuer shall cause the Required Reserve to be deposited in the Bond Reserve Fund on the Closing Date for the Bonds.

In the event that moneys in the Bond Service Fund are insufficient on any Interest Payment Date to pay Bond Service Charges due on the Series 2025 Bonds, the Trustee shall withdraw from the Bond Reserve Fund the moneys necessary to make up the deficiency and shall transfer those moneys to the Bond Service Fund. The Trustee shall transfer amounts on deposit in the Bond Reserve Fund in excess of the Required Reserve to the Revenue Fund without further direction from the Issuer.

Funds on deposit in the Bond Reserve Fund will not be used to redeem Series 2025 Bonds unless either (i) such redemption occurs as a result of insufficient funds available to pay Bond Service Charges due on the Series 2025 Bonds, or (ii) no Series Bonds will remain outstanding under the Trust Agreement after giving effect to such redemption.

See, generally, "**APPENDIX C – FORM OF TRUST AGREEMENT**."

Additional Bonds

Pursuant to Section 2.05 of the Master Trust Agreement, the Issuer and the Trustee may from time to time and at any time enter into supplements to the Master Trust Agreement without the consent of or notice to any Holder, to amend or supplement the Master Trust Agreement to provide for the issuance of Additional Bonds issued on parity with the Series 2025 Bonds provided that prior to the issuance of any Additional Bonds, the Trustee shall have received the following:

(1) If the Additional Bonds are issued to pay the Costs of Public Improvements, certification of the Calculation Agent to the Issuer and the Trustee that, for each Fiscal Year in which Bonds are outstanding, the Aggregate Amount Available for Debt Service will equal or exceed the Debt Service Coverage Requirements.

(2) If the Additional Bonds are in whole or in part to refund or advance refund any Outstanding Bonds or other Obligation, evidence satisfactory to the Trustee that either (A) provision has been made to assure that moneys sufficient to retire the Bonds or other Obligations to be refunded will be available in the possession of the Trustee, in accordance with the Master Trust Agreement, at the time provided for retirement thereof under the plan for refunding, and are committed to that purpose, or (B) if the Additional Bonds are in whole or in part to refund Outstanding Bonds which at the time of issuance of the Additional Bonds will not be deemed to have been paid and discharged under the Master Trust Agreement, money sufficient to pay interest accrued and to accrue and any principal payable on such Additional Bonds prior to the retirement of the refunded Bonds has been deposited in the Bond Service Fund without impairment of any provision or covenant of the Master Trust Agreement or of the Bond Legislation or Supplemental Trust Agreement authorizing the issuance of Additional Bonds, and from appropriate sources other than the Revenue Fund and the Bond Reserve Fund except to the extent of any money in those funds in excess of the balances required to be maintained in them under the provisions of the Master Trust Agreement (the transfer of which excess money for such purpose is hereby authorized) or will be deposited directly in the Bond Service Fund from appropriate portions of the proceeds from the sale of such Additional Bonds pursuant to the related Bond Legislation and Supplemental Trust Agreement.

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PLEDGED SERVICE PAYMENTS

General

The TIF Area is located within the jurisdiction of the City. The owners of real property located in the TIF Area are required, pursuant to the TIF Ordinance, to pay the Statutory Service Payments, which Statutory Service Payments together with any applicable Property Tax Rollback Payments, will, upon receipt by the Issuer from the County Auditor, be deposited into the TIF Fund. See "**APPENDIX F – TIF ORDINANCE**." Additionally, the parcels of real property within the TIF Area are subject to Minimum Service Payment obligations, as more fully set forth in the Development Agreement and the Declaration encumbering the TIF Area.

Pursuant to the TIF Statute, the Issuer passed the TIF Ordinance, (i) establishing the TIF Districts, (ii) declaring the Improvement (as defined in the TIF Statute) to the real property within the TIF Districts to be a public purpose subsequent to the effective date of the TIF Ordinance, (iii) exempting 100% of the Improvement to the parcels in the TIF Area from taxation for a 30-year period commencing, with respect to each TIF District, on the first day of the tax year in which any Improvement attributable to a new structure would first appear on the tax list and duplicate of real and public property within that TIF District were it not for the real property tax exemption provided by the TIF Ordinance, through (a) 30 years after such date or (b) the date on which the Issuer can no longer require Statutory Service Payments, all in accordance with the requirements of the TIF Statute, and (iv) requiring the owners of the parcels in the TIF Area to pay the Statutory Service Payments to the County Treasurer on or before the final dates for payment of real property taxes.

Upon deposit into the TIF Fund, the Statutory Service Payments are applied by the Issuer (i) first pursuant to the TIF Statute and the TIF Ordinance to any other taxing authority, including but not limited to, the Huber Heights City School District and the Miami Valley Career Technology Center, and (ii) second to pay Administrative Costs paid or to be paid by the Issuer or to reimburse the Issuer for those Administrative Costs Previously paid.

The amount of Statutory Service Payments received by the Issuer and remaining after the required payments to such other taxing authorities and to pay Administrative Costs constitute the Net Statutory Service Payments. Not later than [May 15] and [November 15], the Issuer shall transfer to the Trustee for deposit in the Revenue Fund the Net Statutory Service Payments and any Minimum Service Payments in an amount necessary to pay Bond Service Charges on the next succeeding Interest Payment Date, such amount being equal to the Required Transfer Amount.

In the event that the annual Net Statutory Service Payments are greater than the annual amount of Bond Service Charges on the Series 2025 Bonds and other required transfers under the Trust Agreement, as determined by the Calculation Agent in an Calculation Agent's Semiannual Report or from time to time in accordance with the Administration Agreement, the Issuer will retain such portion of the excess Net Statutory Service Payments.

Consistent with the TIF Statute, the TIF Ordinance requires that the Statutory Service Payments will be made semiannually to the County Treasurer on or before the date on which real property taxes would otherwise be due and payable for the real property subject to the exemption granted pursuant to the TIF Ordinance. The TIF Statute and TIF Ordinance further provide that the Statutory Service Payments shall be charged and collected in the same manner and in the same amount as real property taxes that would have been charged and payable against the improvement if it were not exempt from taxation. In addition, Section 5709.91 of the Ohio Revised Code provides that the obligation to pay service payments (such as the Statutory Service Payments) is treated in the same manner as the obligation to pay real property taxes for

purposes of the tax lien securing real property taxes, including the priority and enforcement of the lien and the collection of service payments secured by the lien. See "**APPENDIX F – TIF ORDINANCE**."

Declaration

Consistent with the TIF Ordinance, and in order to assist in the development of the TIF Area by providing a source of revenues for the pledged Service Payments and Required Transfer Amounts to be assigned to the Issuer, the Developer [has signed and recorded] [will sign and record], and the Issuer has accepted and agreed to, the Declaration, providing for, among other things, the obligation of the "Owner", or "Owners" as applicable, of the parcels constituting the TIF Area to pay the Statutory Service Payments to the County Auditor and to pay the Minimum Service Payments to Trustee as assignee of the Issuer, in each case as a covenant running with the land under the Declaration. The Declaration [will be] [has been] recorded against the TIF Area in accordance with Section 5709.911 of the Ohio Revised Code.

Minimum Service Payments

Pursuant to the Declaration and Ohio Revised Code Section 5709.91, each Owner of real property within the TIF Area shall pay to the County Treasurer, or alternatively, if notified in writing by the Issuer, to the Trustee, as Minimum Service Payments the following:

(1) For each Developed Parcel within the TIF Area, a Minimum Service Payment in an amount equal to the product of (a) the of the aggregate real property tax valuation of the single-family residence upon such Developed Parcel which is then eligible for a CRA Exemption; *provided that*, if the City determines that the then available real property tax valuation for such parcel does not reflect the completion of single-family residence thereupon, the purchase price for such single-family residence may be used instead, multiplied by (b) the then current and applicable effective rate of real property taxation. A Developed Parcel shall be subject to a Minimum Service Payment only for so long as Bonds are outstanding and a CRA Exemption is applicable to such parcel.

(2) For each Undeveloped Parcel during any calendar year during which a Debt Service Requirement Deficit exists, the allocable portion of the Debt Service Requirement Deficit allocated to such Undeveloped Parcel based on such parcel's acreage in proportion to the Undeveloped Residential Acreage. Each Undeveloped Parcel shall be subject to a Minimum Service Payment for so long as Bonds are outstanding.

(3) In addition to the Minimum Service Payment amounts set forth in the two preceding paragraphs, each Owner shall be required to pay any costs incurred to enforce the collection of such Minimum Service payment with resect to each parcel comprising the TIF Area or such lesser amount allocated to each portion of the TIF Area (and each Owner) upon a split of tax parcels.

Each year, the Issuer has agreed under the Declaration to determine the amounts of the Minimum Service Payments due and promptly and timely certify such amounts to the County Auditor. The County Auditor shall include such Minimum Service Payment due in each property tax bill for the applicable Parcel for the following year. The Minimum Service Payment due for each Parcel in a calendar year will be payable in two equal installments and will be collected at the same time and in the same manner as real property tax payments.

The Minimum Service Payments constitute "minimum service payment obligations" for purposes ORC Section 5709.91, and the obligation to make the respective Minimum Service Payments is a lien encumbering and running with the land on each parcel within the TIF Area under the Declaration.

Pledge of Pledged Service Payments

Pursuant to the Trust Agreement, the Issuer has pledged the Pledged Service Payments to the payment of Bond Service Charges and Administrative Costs on the Series 2025 Bonds. See "**APPENDIX C – FORM OF TRUST AGREEMENT**."

Ad Valorem Taxes and Assessed Value of Real Property.

For property taxation purposes, assessment of real property is performed on a calendar year basis by the elected County Auditor subject to supervision by the Tax Commissioner of Ohio (the "Tax Commissioner"), and assessment of public utility property and tangible personal property is performed by the Tax Commissioner. Property taxes are billed and collected by the County Treasurer.

Taxes collected from real property (other than public utility) in one calendar year are levied in the preceding calendar year on assessed values as of January 1 of that preceding year.

The "assessed valuation" of real property is fixed at 35% of true value and is determined pursuant to rules of the Tax Commissioner and the Ohio Revised Code, except that real property devoted exclusively to agricultural use is assessed at not more than 35% of its current agricultural use value.

Annually by the second Monday in each August, the County Auditor makes an initial determination of the value of all real property in the County. The value for all parcels of real property is reviewed by the County Board of Revision, which may adjust the value of individual parcels. Upon completion, notice of the review is published twice by the County Auditor in a newspaper of general circulation in the County. Also, immediately following receipt of the review by the Board of Revision, a copy is submitted to the Tax Commissioner. The Tax Commissioner may adjust the aggregate assessment of property in taxing districts by class. By the first Monday in each September, the County Auditor must incorporate the changes made by the Board of Revision and the Tax Commissioner. By the first day of each October, the County Auditor must prepare the final tax list and duplicate of real property in the County and submit one copy to the County Treasurer.

The value assigned to a particular parcel may be contested by either the property owner, another owner of property in the tax district or by the school district in which the parcel is located. This is done by filing a complaint with the County Board of Revision by March 31 of the following year. When a complaint is filed, both the owner and the school district have an opportunity to file a counter-complaint if they did not file the original complaint. The Board of Revision will conduct a hearing and issue a decision. A party before the Board of Revision that is dissatisfied with the result may appeal that decision to either the local court of common pleas or to the State Board of Tax Appeals.

While an appeal is pending, a taxpayer may pay all of the tax for a parcel, or only that portion of the tax that is based upon the taxpayer's opinion of value for the parcel. At the conclusion of the appeal, the tax duplicate is adjusted to reflect the value that was determined. If the taxpayer has over-paid its taxes, it will be provided with a refund of the taxes with interest. If the taxpayer has underpaid its taxes, it will have 60 days to pay the deficiency plus interest. After 60 days, the unpaid taxes become delinquent.

Ohio law requires the County Auditor, subject to supervision by the Tax Commissioner, to adjust the true value of taxable real property every six years to reflect current fair market values. This "sexennial reappraisal" is done by individual appraisal of properties. In the third year following a sexennial reappraisal, the County Auditor, again subject to supervision by the Tax Commissioner, performs a "triennial update" to adjust the value of taxable real property to reflect true values.

The General Assembly has from time to time exercised its power to revise the laws applicable to the determination of assessed valuation of taxable property and the amount of receipts to be produced by ad valorem real estate taxes levied on that property and may continue to make similar revisions.

Ohio law grants tax credits to offset increases in taxes resulting from increases in the true value of real property due to inflation. Legislation implementing a 1980 constitutional amendment classifies real property as either (1) residential and agricultural or (2) all other real property, and provides for tax reduction factors to be separately computed for and applied to each class. These credits apply only to certain voted levies on real property and do not apply to unvoted tax levies or voted levies to pay debt service on general obligation debt.

Statutory procedures limit the amount realized by each taxing subdivision from real property taxation, by the application of tax credits, to the amount realized from those taxes in the preceding year plus: (i) the proceeds of any new taxes (other than renewals) approved by the electors, calculated to produce an amount equal to the amount that would have been realized if those taxes had been levied in the preceding year and (ii) amounts realized from new and existing taxes on the assessed valuation of real property added to the tax duplicate since the preceding year. Such limitations are expressly inapplicable to amounts realized from taxes levied at a rate required to produce a specified amount, such as for Bond Service Charges or emergency school levies, and from taxes levied inside the ten-mill limitation or any applicable municipal charter tax rate limitation. Further, such limitations will not reduce operating millage for school districts below 20 mills or for joint vocational school districts below 2 mills.

To calculate the limited amount to be realized, a reduction factor is applied to the stated rates of tax levies subject to these tax credits. A resulting "effective tax rate" reflects the aggregate of those reductions, and is the rate based on which real property taxes are in fact collected.

For taxes in effect prior to September 29, 2013, real property tax amounts are further reduced by (a) a 10% reduction or "rollback" in all property taxes, (b) a 2.5% reduction applicable to certain homeowners, and (c) a 2.5% reduction applicable to certain elderly and handicapped homeowners. The State then distributes funds to the taxing districts to cover shortfalls in property tax revenues resulting from such reductions. The "rollback" has been repealed pursuant to House Bill 59 of the 130th General Assembly of the Ohio Legislature, signed into law by Governor John Kasich on June 30, 2013, and does not apply to levies approved after September 29, 2013.

Delinquency Procedures with Respect to Real Property Taxes

The following is a general description of property tax delinquency procedures under Ohio law. The implementation of these procedures may vary in practice among Ohio counties.

Property taxes that remain unpaid after the due date shown on the bill (December 31 of the tax year with respect to the first half settlement and June 20 of the following year with respect to the second half settlement, unless the bill indicates otherwise) are considered delinquent. A penalty of 10% is added to all delinquent taxes; however, the penalty is reduced to 5% if payment is made within 10 days of the due date. In addition, interest accrues on delinquent taxes at a rate determined each year by the Tax Commissioner of Ohio in accordance with Ohio law. On the first day of the month following the due date for the second half payment of taxes, interest from the previous December 1 is added to the amount of delinquent taxes. Thereafter, on December 1, additional interest is charged from the first day of the month following the month in which the taxes became delinquent through November 30. Annually thereafter, additional interest is charged from the preceding December 1 to November 30.

If real estate taxes and special assessments are not paid when due, they are to be immediately certified by the County Auditor's office as delinquent. The County Auditor compiles the list of delinquent properties, certifies that list to the County Treasurer, and publishes such list in a newspaper of general circulation in the County twice within a period of 60 days. If the delinquent taxes and special assessments are not paid within one year of the date of such certification, the properties are then also to be certified as delinquent to the County Prosecutor. The County Prosecutor is required to then undertake foreclosure proceedings to collect the delinquent taxes.

An amount equal to 2-1/2% of all delinquent taxes and assessments collected by the County Treasurer are deposited in the County Treasurer's delinquent tax and assessment collection fund, and 2-1/2% of all delinquent taxes and assessments collected by the County Treasurer are deposited in the County Prosecutor's delinquent tax and assessment collection fund to be used solely for the collection of delinquent real property taxes and assessments. In addition, if a county land reutilization corporation is functioning as such on behalf of a county, an additional amount, not exceeding 5% of all delinquent taxes and assessments collected by the County Treasurer, shall be deposited in the County Treasurer's delinquent tax and assessment collection fund and made available for use of the corporation. Owners of the Series 2025 Bonds should not assume that any penalties and interest will be included in the Statutory Service Payments available for transfer to the Trustee under the Trust Agreement.

If the property owner so requests, a payment plan with respect to delinquent taxes may be arranged with the County Treasurer pursuant to which semi-annual payments may be made for periods up to five years. During the period that a payment plan is in place, no additional interest or penalties accrue. If such a payment plan is not adhered to or none is arranged, foreclosure proceedings may be initiated by the County. Ohio law also provides for notice by publication and mass foreclosure proceedings and sales after two years' delinquency.

Proceeds from foreclosure sales of delinquent property become part of the current collection and are distributed as current collections to the taxing or assessing subdivisions in the County.

No assurances can be given that the real property subject to sale will be sold or redeemed or, if sold or redeemed, that the proceeds of such sale or redemption will be sufficient to pay any delinquent real property tax. The provisions of the Ohio Revised Code pertaining to tax sales do not require the County to pay the delinquent real property tax relating to any lot or parcel of property offered for tax sale if there is no purchaser at such tax sale.

Ohio Revised Code sections 5721.30 to 5721.41 (the "Delinquent Tax Lien Sale Act") permit the County Treasurer to collect delinquent taxes and assessments by selling tax-lien certificates in exchange for payment of the entire delinquency. Delinquent taxes and assessments that are unpaid following the Second Half (June) tax collection period are advertised as delinquent in November and are eligible for tax certificate sale in October of the following year. Pursuant to the Delinquent Tax Lien Sale Act, the County Treasurer, in his or her discretion, may sell the tax-lien certificates at a discount from the full amount of the real estate taxes, assessments, penalties and interest that have become delinquent.

See **RISK FACTORS** for a discussion of the risks associated with the Pledged Service Payments.

Projected Coverage Ratio on the Series 2025 Bonds [11]

The following is a table comparing the Bond Service Charges and estimated Administrative Costs

[11] Preliminary, subject to change.

of the Series 2025 Bonds to the projected annual sum of Net Statutory Service Payments plus Minimum Service Payments with respect to Developed Parcels, as such Projections (defined *infra*) are more fully detailed in **APPENDIX B – FINANCIAL PROJECTIONS OF PLEDGED SERVICE PAYMENTS**. For more information on the Projections, also see generally "**THE DEVELOPER, THE PRIVATE IMPROVEMENTS, AND THE PUBLIC IMPROVEMENTS -- Financial Projection of Pledged Service Payments**".

Period Ending	Series 2025 Bonds Debt Service Charges	Debt Service Adjustments[12]	Total Adjusted Debt Service	Projected Statutory Service Payments and Developed Parcel MSPs[13]	Unused Revenues	Debt Service Coverage
12/1/2024						
12/1/2025						
12/1/2026						
12/1/2027						
12/1/2028						
12/1/2029						
12/1/2030						
12/1/2031						
12/1/2032						
12/1/2033						
12/1/2034						
12/1/2035						
12/1/2036						
12/1/2037						

TRUST AGREEMENT

SUMMARY OF TRUST AGREEMENT

General

All Series 2025 Bonds will be issued pursuant to and secured by the Trust Agreement. A substantially final draft copy of the Trust Agreement is attached hereto as **APPENDIX C – FORM OF TRUST AGREEMENT**. Provisions of the Trust Agreement related to payment of interest and principal on the Series 2025 Bonds, optional and mandatory redemption, use of the book-entry system and replacement bonds, Pledged Revenues, the Special Funds and the issuance of Additional Bonds are summarized in this Private Placement Memorandum. The Trust Agreement also contains, among other

[12] Debt Service Adjustments consist of net Administrative Costs after application of capitalized expense funds under the Trust Agreement, together with applied capitalized interest funds also under the Trust Agreement.

[13] The Pledged Service Payment revenue stream is derived from _____in the Projections, which assumes certain cost inflation figures. See **APPENDIX B – FINANCIAL PROJECTIONS OF STATUTORY SERVICE PAYMENTS AND DEVELOPED PARCEL MINIMUM SERVICE PAYMENTS.** There are other scenarios depicted in the Projections which yield lower projected Statutory Service Payments and Developed Parcel Minimum Service Payments. Reference is made to the Projections for a complete review of these other scenarios.

things, covenants and provisions related to the investment of funds held by the Trustee, bond authentication, registration, transfer, exchange and replacement, events of default and remedies upon default, duties of the Trustee, Bond Registrar, authenticating agents and paying agents (and method of selecting their successors), defeasance, and amendments to the Trust Agreement both with and without the consent of bondholders, among others. Potential investors should read the Trust Agreement in its entirety prior to making an investment in the Series 2025 Bonds.

The Trust Agreement also contains the terms and conditions under which the Pledged Service Payments are pledged and Required Transfer Payments will be transferred to the Trustee for the purpose of paying Bond Service Charges on, replenishment of reserves securing repayment of, and Administrative Costs related to, the Series 2025 Bonds.

Trust Agreement Term

The Trust Agreement shall be and remain in full force and effect from the date of delivery of the Series 2025 Bonds until such time as (a) the Issuer shall pay all of the Outstanding Bonds, or shall cause them to be paid and discharged, or if there otherwise shall be paid to the holders of the Outstanding Bonds, all Bond Service Charges due or to become due thereon, and (b) provision also shall be made for the payment of all other amounts payable under the Master Trust Agreement. Thereupon, and subject to the provisions of the Trust Agreement, (a) the Trustee shall release the Master Trust Agreement and shall sign and deliver to the Issuer any instruments or documents in writing as shall be reasonably required to evidence that release and discharge or as reasonably may be requested by the Issuer, and (b) the Trustee and any other Paying Agents shall assign and deliver to the Issuer any property then subject to the lien or pledge of the Master Trust Agreement.

Required Transfer Amounts

Pursuant the terms of the Trust Agreement, the Issuer shall, promptly upon receipt of the Net Statutory Service Payments and Minimum Service Payments, deposit such Net Statutory Service Payments and Minimum Service Payments in the TIF Fund and maintain a separating accounting of said payments.

The Calculation Agent, as part of its Calculation Agent's Semiannual Reports, will determine as of the fifteenth day of April and October of each year commencing [October 15, 2026]: (i) the total amount of estimated Statutory Service Payments and Minimum Service Payments received by the Issuer in the first half and/or second half settlements, as the case may be, from the Montgomery County Treasurer in that collection year, (ii) the amounts required to be paid pursuant to the TIF Statute and the TIF Ordinance to any other taxing authority, including but not limited to, the School District Payments for that collection year, (iii) the estimated amount of Administrative Costs for that collection year, (iv) the amounts of Pledged Net Statutory Service Payments and Minimum Service Payments then held by the Trustee, (v) amount of Bond Service Charges coming due on the next succeeding Interest Payment Date, (vi) the amount held by the Trustee for the payment of capitalized interest on the next succeeding Interest Payment Date, and (vii) the amount of Minimum Service Payments required for the payment of Bond Service Charges coming due on the two succeeding Interest Payment Dates (in the next collection year) in accordance with the Development Agreement and the Declaration.

The Calculation Agent shall, not later than the later of (i) April 15 and October 15 of each calendar year commencing [April 15, 2026], or (ii) five (5) business days following the Calculation Agent's receipt of the amount of Net Statutory Service Payments and Minimum Service Payments received by the Issuer, deliver a copy of the Calculation Agent's Semiannual Report to the Issuer concurrently with delivery to the Trustee [and the Holders], a copy of its semiannual report setting forth the following information: (i) amount of Net Statutory Service Payments and Minimum Service Payments needed for the payment of the Bond

Service Charges on the next succeeding Interest Payment Date (the "Required Transfer Amount") and (ii) the MSP Amounts.

Upon receipt of the calculation of the MSP Amounts from the Calculation Agent and no later than September 1 of each year, the Issuer shall make any corrections it deems necessary to the MSP Amounts and certify them to the County Auditor for collection on the real property tax bills for that tax year (i.e., the succeeding collection year). Not later than [May 15] and [November 15] of each year, the Issuer shall transfer to the Trustee for deposit in the Revenue Fund the Required Transfer Amount.

The Issuer's obligation under the Trust Agreement to pay the Required Transfer Amounts shall be a special obligation of the Issuer. Further, the Issuer's obligation under the Trust Agreement to pay the Required Transfer Amounts shall be a special obligation of the Issuer and does not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the Issuer.

Upon the Issuer's execution and delivery of the Trust Agreement, all of the Net Statutory Service Payments, Property Tax Rollback Payments, and Minimum Service Payments received or to be received by the Issuer shall be deemed to have been appropriated to pay the Issuer's obligations thereunder. During the years when the Trust Agreement is in effect, the Issuer shall take all further actions as may be necessary or desirable in order to appropriate the Net Statutory Service Payments, Property Tax Rollback Payments, and Minimum Service Payments at such times as will enable the Issuer to satisfy its obligations under the Trust Agreement. The Issuer has no obligation to use or apply to the payment of the Required Transfer Amounts any funds or revenues from any source other than the moneys received by the Issuer as Net Statutory Service Payments, Property Tax Rollback Payments, and Minimum Service Payments. Nothing in the Trust Agreement, however, shall be deemed to prohibit the Issuer from using, to the extent that it is authorized to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of the Trust Agreement.

Except for such interests as may hereafter arise pursuant to the Trust Agreement, the Issuer has no interest in the Special Funds and any moneys deposited in those Special Funds shall be in the custody of and held by the Trustee in trust for the benefit of the Holders of the Series 2025 Bonds in accordance with the Trust Agreement.

Obligations Unconditional

The obligation of the Issuer to pay the Required Transfer Amount to the Trustee solely from the Statutory Service Payments, Property Tax Rollback Payments, and Minimum Service Payments received by the Issuer, if any, shall be absolute and unconditional, and the Issuer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Issuer may have or assert against the Trustee or any other person or entity.

Pledge of Pledged Service Payments

To the extent permitted by law, to secure its obligations under the Trust Agreement, so long as the Series 2025 Bonds shall be outstanding under the Trust Agreement or any amounts shall be due and owing under the Trust Agreement, the Issuer has absolutely and irrevocably pledged to the Trustee all of its right, title and interest in and to the Pledged Service Payments.

Collection of Delinquent Pledged Service Payments

The Issuer will, consistent with applicable law, take all reasonable actions necessary to cause the collection of the Statutory Service Payments, Property Tax Rollback Payments, and Minimum Service Payments then due on or before the date on which real property taxes would otherwise be due and payable. Upon the failure of an Owner to pay on its due date any Statutory Service Payment or Minimum Service Payment, or installment thereof including any applicable late payment charges, which failure continues for more than thirty (30) days following delivery of a written notice of default by the Issuer, the Issuer may assess as part of the Minimum Service Payment then due a penalty equal to 10% of the overdue amount.

In addition, the Issuer may charge as part of the Minimum Service Payment installment interest on the overdue amount at a maximum rate of ten percent (10%) per year, calculated on the basis of a 365- or 366-day year, as applicable, for the actual days elapsed until payment. Interest may be compounded semi-annually. The Issuer, or the Trustee on behalf of the Issuer, may certify any overdue Minimum Service Payment installment, including penalties and interest, to the County Auditor for collection on real-property tax bills. Any Minimum Service Payment installment so certified may be subject to additional penalties and interest imposed by the County Treasurer if real property tax bills containing such Minimum Service Payment installments are not paid when due. Any amounts actually recovered by the Issuer due to the payment in full of delinquent Minimum Service Payments, and any interest and penalties imposed by the County Treasurer associated with such delinquent Minimum Service Payments, shall be credited against the penalty due under this paragraph.

The Declaration constitutes a lien encumbering and running with the real property within the TIF Area to secure the obligations of the Owners to make Statutory Service Payments and Minimum Service Payments (and, if applicable, pay interest and penalties) and perform other obligations under the Declaration, and is intended to have the same lien rights and same priority as real estate taxes. Either of the Issuer or the Trustee may, upon the Owner's default of its obligations, and without limiting any other right or remedy otherwise available to the Issuer or any Trustee, foreclose upon that lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, or delinquent real estate taxes.

The provisions of the Declaration may be enforced, along or together, to the fullest extent permitted by law, against the defaulting party by the Issuer, the Trustee, or the Owner.

Trustee

The Trustee, U.S. Bank Trust Company, National Association, is a national bank association organized and existing under the laws of the United States and is authorized to exercise corporate trust powers in the State of Ohio. The Trustee is affiliated with banks throughout the State and, through its corporate trust office in Cincinnati, Ohio, regularly acts as trustee for revenue bond issues of Ohio local governments.

The Trustee will act as bond registrar, paying agent, transfer agent and authenticating agent for the Series 2025 Bonds. The Trustee will keep all books and records necessary for registration, exchange and transfer of the Series 2025 Bonds, in accordance with the terms of agreements between it and the Issuer. It has designated its Cincinnati, Ohio corporate trust office in connection with the Series 2025 Bonds. The Trustee will be responsible for enforcing remedies, including, in the case of defaults under the Trust Agreement.

THE ISSUER

The Issuer is a municipal corporation and political subdivision of the State with the authority under the Act to enter into the Trust Agreement to provide for the issuance of the Series 2025 Bonds for the purposes stated herein, and to provide for the pledge of the Pledged Service Payments and to transfer to the

Trustee the Trustee the Required Transfer Amounts. The Issuer is not pledging its full faith and credit or amounts other than the Pledged Service Payments to the payment of any amounts with respect to the Series 2025 Bonds or any related agreements.

THE SERIES 2025 BONDS ARE SPECIAL OBLIGATIONS OF THE ISSUER PAYABLE AS TO BOTH PRINCIPAL AND INTEREST SOLELY FROM PLEDGED REVENUES. THE SERIES 2025 BONDS ARE NOT GENERAL OBLIGATIONS OF THE ISSUER AND DO NOT CONSTITUTE A DEBT, OR A PLEDGE OF THE FAITH AND CREDIT, OF THE ISSUER, THE STATE OF OHIO, OR OF ANY POLITICAL SUBDIVISION THEREOF, AND THE HOLDERS THEREOF HAVE NO RIGHT TO HAVE TAXES LEVIED BY THE OHIO GENERAL ASSEMBLY OR THE TAXING AUTHORITY OF THE ISSUER OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE FOR THE PAYMENT OF THE PRINCIPAL THEREOF OR INTEREST THEREON OR TO DEMAND PAYMENT OF THE PRINCIPAL THEREOF OR INTEREST OR ANY PREMIUM THEREON FROM ANY FUNDS TO BE RAISED FROM TAXATION OR FROM ANY SOURCES OF REVENUE OTHER THAN THOSE EXPRESSLY PLEDGED TO THE PAYMENT OF SERIES 2025 BONDS.

THE DEVELOPER, THE PRIVATE IMPROVEMENTS, AND THE PUBLIC IMPROVEMENTS

The following information as to the Developer has been provided by the Developer for use in this Private Placement Memorandum. The Issuer makes no representation regarding the completeness or accuracy of this information.

Description of the Developer and the Private Improvements

The Private Improvements consist primarily of approximately 283 single-family residences to be constructed by the Developer upon approximately 283 single-family residential lots located within the TIF Area pursuant to the TIF Ordinance.

[ADD ADDITIONAL AVAILABLE INFORMATION REGARDING THE PRIVATE IMPROVEMENTS, INCLUDING AVERAGE HOME VALUE, CONSTRUCTION SCHEDULE, AND OTHER ATTRIBUTES CONTRIBUTING TO THE CURRENT MARKET FOR SINGLE-FAMILY HOMES WITHIN HUBER HEIGHTS.]

Future phases of the Private Improvements… [ADD DESCRIPTION OF FUTURE PHASES].

[ADD ADDITIONAL AVAILABLE INFORMATION REGARDING THE DEVELOPER]

[Neither the Developer nor any principals of the Developer will guarantee construction of the Private Improvements, construction of the Public Improvements, or payment of the Bond Service Charges. For those reasons, no financial or other information is provided herein with respect to the Developer, principals of the Developer, or entities affiliated with the Developer.]

Description of the Public Improvements

The Public Improvements, consisting primarily of the construction of acquisition, installation and construction of certain public infrastructure improvements, including water, sanitary sewer, and stormwater sewer improvements and lines, and all necessary appurtenances thereto, are being undertaken by the Developer as required under the Development Agreement. To the extent that proceeds of the Series 2025 Bonds are insufficient to pay for the costs of construction of the Public Improvements, the Developer is obligated under the Development Agreement to complete construction of the Public Improvements using

its own or other funds. Construction of the Public Improvements is anticipated to commence on or about _ _____ and is expected to be completed on or about _____. The Developer intends to contract with _____ located in _____ to effect construction of the Public Improvements. As of the date of this Private Placement Memorandum, the Developer has not executed this contract.

Projected Site Plan

[INCLUDE SITE PLAN]

Financial Projection of Statutory Service Payments and Developed Parcel Minimum Service Payments

"**APPENDIX B – FINANCIAL PROJECTIONS OF STATUTORY SERVICE PAYMENTS AND DEVELOPED PARCEL MINIMUM SERVICE PAYMENTS** " contains projections with respect to the Statutory Service Payments and Developed Parcel Minimum Service Payments anticipated to be available from the TIF Area and the Private Improvements and the development thereof (the "Projections") prepared by The Incentive Review Group, LLC, an Ohio limited liability company ("The Incentive Review Group"). The Incentive Review Group has consented to the inclusion of the Projections in this Private Placement Memorandum.

The Projections are, as described therein, based on projected estimated incremental valuations caused by construction of the Private Improvements. Such valuations are speculative and based on timely completion of the Private Improvements and the timely valuation of the Private Improvements by the County Auditor. Any deviation from the plans or the timing of completion of the Private Improvements would have an adverse impact on the Projections and on the valuations as determined by the County Auditor for the Private Improvements. In addition, the Projections are based on the current tax levies in effect with respect to the TIF Area and from which the Statutory Service Payments and Developed Parcel Minimum Service Payments will be determined. Readers are cautioned that any levies which may expire prior to the final maturity of the Series 2025 Bonds must be renewed or replaced by the voters in order for that levy to provide "increment" to generate the Statutory Service Payments. See **APPENDIX B – FINANCIAL PROJECTIONS OF STATUTORY SERVICE PAYMENTS AND DEVELOPED PARCEL MINIMUM SERVICE PAYMENTS** for further details on the Projections and the assumed rates of taxation for the TIF Area.

The Issuer, the Financial Advisor, the Placement Agent, the Trustee, and the Developer make no representation or warranty, express or implied, as to the accuracy or completeness of the information in the Projections, and there is no obligation to update the Projections after the delivery of the Series 2025 Bonds. Notwithstanding the foregoing, the Projections do contain certain information regarding the nature of the anticipated Private Improvements provided to The Incentive Review Group by the Developer. The Developer has reviewed the Projections and believes it to be reasonable and the information provided by the Developer to The Incentive Review Group is accurately reflected in the Projections.

The Projections constitute "forward-looking" statements within the meaning of Section 21E of the Securities Exchange Act of 1934 and involve certain assumptions and judgments regarding future events. Although the Projections are based on currently available information, they are also based on assumptions about future tax rates, timely payment of Statutory Service Payments and Developed Parcel Minimum Service Payments, the future state of the national and regional economy and the local real estate markets, as well as assumptions about future actions by various parties, which cannot be assured or guaranteed. The data set forth in the Projections is not a prediction or assurance that a certain level of performance will be achieved or that certain events will occur. The

actual results may vary from the Projections, and the variations may be material. Prospective purchasers of the Series 2025 Bonds should review the Projections set forth below carefully and draw their own conclusions regarding the likelihood that projected revenues will be available. For more information see APPENDIX B – FINANCIAL PROJECTIONS OF STATUTORY SERVICE PAYMENTS AND DEVELOPED PARCEL MINIMUM SERVICE PAYMENTS.

RISK FACTORS

An investment in the Series 2025 Bonds is subject to a number of risks. The following is a discussion of certain risks that could affect payment of Bond Service Charges. This discussion should be read in conjunction with all other parts of this Private Placement Memorandum and is not, and should not be considered as, a complete description of all risks that could affect payment of Bond Service Charges. Prospective purchasers should analyze carefully the information contained in this Private Placement Memorandum, including the Appendices thereto, and additional information in the form of the complete documents summarized herein.

No person should purchase Series 2025 Bonds without reading this Private Placement Memorandum in its entirety and considering, among other things, the following matters.

THIS PRIVATE PLACEMENT MEMORANDUM IS FURNISHED SOLELY FOR CONSIDERATION BY PROSPECTIVE PURCHASERS OF THE SERIES 2025 BONDS WITH THE EXPERIENCE AND FINANCIAL EXPERTISE TO UNDERSTAND AND EVALUATE THE SIGNIFICANT DEGREE OF RISK INHERENT IN THE INVESTMENT. PURCHASE OF THE SERIES 2025 BONDS WILL CONSTITUTE AN INVESTMENT SUBJECT TO A SIGNIFICANT DEGREE OF RISK, INCLUDING THE RISK OF NONPAYMENT OF PRINCIPAL AND INTEREST.

THE SERIES 2025 BONDS WILL ONLY BE SOLD TO "QUALIFIED INSTITUTIONAL BUYERS" OR "ACCREDITED INVESTORS" WITHIN THE MEANING OF SUBSECTION (a) OF RULE 144A ("RULE 144A") PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION ("COMMISSION") PURSUANT TO THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT"), AS AMENDED, AND EACH PURCHASER OF THE SERIES 2025 BONDS WILL BE REQUIRED TO SIGN AND DELIVER AN INVESTOR LETTER SUBSTANTIALLY IN THE FORM ATTACHED AS APPENDIX G AS A CONDITION OF PURCHASE OF THE SERIES 2025 BONDS.

Nature of the Obligations

The Series 2025 Bonds are special revenue obligations of the Issuer and are payable solely from the Special Funds and the Pledged Revenues. The realization of such revenues is dependent upon, among other things, the capabilities of the owners of the parcels comprising the TIF Area to make Statutory Service Payments and Minimum Service Payments. That capability may depend on future changes in economic and other conditions that are unpredictable and cannot be determined at this time.

The Series 2025 Bonds are special revenue obligations of the Issuer payable solely from the Special Funds and the Pledged Revenues and do not constitute general obligations or an indebtedness of the Issuer, the State, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the full faith and credit nor the taxing power of the Issuer, the State, nor any political subdivision thereof is pledged to the payment of the Bond Service Charges on the Series 2025 Bonds. None of the Issuer, the State, or any political subdivision thereof shall be obligated to levy a tax or to make any appropriation from moneys raised by taxation (or any moneys

other than Pledged Revenues) to pay debt service on the Series 2025 Bonds or any obligation under the Trust Agreement.

Although the Pledged Revenues are secured, in part, by the Issuer's and Trustee's ability to exercise their foreclosure lien in the event of unpaid Statutory Service Payments or Minimum Service Payments with respect to the subject properties, prospective investors are advised that none of the property comprising the TIF Area is directly pledged as a security for the Series 2025 Bonds, and none of the Developer or any members or affiliates of the Developer has pledged their credit or assets or has provided any guaranty, surety or undertaking of any kind, moral or otherwise, to pay the Bond Service Charges on the Series 2025 Bonds.

Assumptions and Projections

The forecasted Statutory Service Payments and Developed Parcel Minimum Service Payments contained in the Projections set forth in Appendix B and included or reflected in this Private Placement Memorandum are based on various assumptions concerning facts and events over which the Issuer has no control. No representation or warranty is or can be made about the amount or timing of any future income, loss, occupancy, valuation, increased assessment or revenues, or whether those actual results will be consistent with the Projections or with the forecasts contained therein. The information in the Projections is based on various assumptions, estimates and opinions. There is no assurance that actual events will correspond with the projections or the assumptions, estimates and opinions on which they are based.

The Projections are forward-looking and involve certain assumptions and judgments regarding future events. Although the Projections are based on currently available information provided by the Developer, it is also based on assumptions about the future state of the national and regional economy and the local real estate markets as well as assumptions about future actions by various parties, none of which can be assured or guaranteed. The Projections cannot predict or offer any assurances that a certain level of performance will be achieved or that certain events will occur. The actual results may vary from the Projections, and the variations may be material. Prospective owners of the Series 2025 Bonds should review the Projections carefully and form their own opinions about the validity and reasonableness of such assumptions.

Information concerning the Private Improvements has been obtained from the Developer and other sources believed to be reliable, but much of that information involves predictions of future events, such as build-out of the Private Improvements within the Developer's anticipated schedule and the ability of property owners to pay the Pledged Service Payments. Such information, by its nature, is based on assumptions, estimates and expectations and is not subject to verification. A delay in or failure to achieve any of these future events may have an adverse impact on the amount of Pledged Service Payments generated within the TIF Area, resulting in a possible default in the payment of the Bond Service Charges.

Future legislation, regulations, governmental or judicial interpretation of regulations or legislation or practices and procedure related to property tax assessment, levy, collections or distributions could have a material effect on the calculation or availability of the Pledged Service Payments collected or distributed.

Failure to Complete the Development

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various entities in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. The Issuer is currently not aware of the precise status of approvals for the Private Improvements or Public Improvements as a whole, as such approvals and permits are issued by

governmental entities other than the Issuer. Failure to obtain any such approvals or satisfy such governmental requirements could adversely affect planned land development of the TIF Area.

Development of land is also subject to economic considerations. The failure to complete the Private Improvements or the required infrastructure or substantial delays in the completion of the Private Improvements or the required infrastructure due to litigation, the inability to obtain required funding, or other causes may reduce the value of the property comprising the TIF Area and may affect the ability of the owners to make the Statutory Service Payments and Minimum Service Payments, when due which may result in a default in payments of the principal of, and interest on, the Series 2025 Bonds.

Financial Feasibility of the Development

The financial feasibility of the Private Improvements depends in large part upon the ability of the Developer to construct, market, and sell the single-family homes comprising the Private Improvements in accordance with the Developer's project construction schedule. If the Developer fails to do so, the incremental assessed value of the Private Improvements may not generate sufficient Statutory Service Payments and Minimum Service Payments to pay Bond Service Charges on the Series 2025 Bonds. The Trustee and the Issuer have no ability to control or influence the manner in which the Private Improvements are constructed, marketed and sold, and any failure of the Developer or other entity to construct, market, and sell the Private Improvements does not constitute a default under the Trust Agreement or the Declaration.

Lack of Rating and Market for the Series 2025 Bonds

At the time of issuance, the Series 2025 Bonds have not received a credit rating by any rating agency. The absence of a rating could adversely affect the ability of Holders of the Series 2025 Bonds to sell their Series 2025 Bonds or the price at which their Series 2025 Bonds can be sold. The Series 2025 Bonds are subject to changes in value due to changes in the condition of the tax-exempt and taxable municipal bond markets.

The Series 2025 Bonds are not readily liquid, and no person should invest in the Series 2025 Bonds with funds such person may need to convert readily into cash. Bondholders should be prepared to hold their Series 2025 Bonds to the stated maturity date. The Placement Agent will not be obligated to establish a market for the Series 2025 Bonds, and no representation is made concerning the existence of any secondary market for the Series 2025 Bonds. No assurance can be given that any secondary market will develop following the completion of the offering of the Series 2025 Bonds and no assurance can be given that any investor will be able to sell any of the Series 2025 Bonds at a price equal to or greater than the price at which they were purchased. None of the Issuer, the Trustee or any other person will be required to register the Series 2025 Bonds under the Securities Act of 1933, qualify the Series 2025 Bonds under the securities laws of any state or provide registration rights to any purchaser. Purchase of a Series 2025 Bond should be considered a long-term investment and one with significant risks.

The Series 2025 Bonds are being offered only to a limited number of accredited investors. Each initial investor will be required to represent in an investment letter that it has read this Private Placement Memorandum and has obtained any other information it desired for the purpose of evaluating the risks of purchasing the Series 2025 Bonds. See **APPENDIX G - FORM OF INVESTOR LETTER**.

Sufficiency of Pledged Service Payments

The sufficiency of the Pledged Service Payments is dependent upon the assessed valuation of property within the TIF Area, real property tax collection procedures, delinquency procedures, tax rates

(with respect to Pledged Service Payments), and the structure of the real property tax system of Ohio. The Issuer has no direct control over these items. Changes to any of these items may adversely affect the sufficiency of the Pledged Service Payments, and therefore payment of Bond Service Charges. There is no assurance that the amounts of the Pledged Service Payments will be sufficient, and the Issuer is unable to increase the amount of the Pledged Service Payments. There is also no assurance that the amount of the Pledged Service Payments received will at all times be sufficient to pay the amounts required to be paid by the Trust Agreement. For example, delays in payment of the Pledged Service Payments could result in insufficient funds being available to pay timely on the Series 2025 Bonds. See **PLEDGED SERVICE PAYMENTS** generally**.**

Level of Assessed Valuation; Valuation Challenges

There can be no assurance that the assessed value of the TIF Area will equal or exceed the assessed value forecasted in the Projections. See **APPENDIX B.** Even if the assessed value is initially determined as forecasted in the Projections, there can be no assurance that such assessed value will be maintained throughout the term of the Series 2025 Bonds. Assessed valuation may be reduced by the effects of natural or man-made disasters, or by a downturn in the real estate market, among other things. If at any time during the term of the Series 2025 Bonds the actual assessed value is less than forecasted, the amount of the Pledged Service Payments will likely be less than forecasted and may not be sufficient to pay Bond Service Charges on the Series 2025 Bonds.

Further, landowners have the right to appeal the assessed property values. If any such appeal is not resolved prior to the time when real estate taxes are due, the taxpayer may pay the taxes (including Statutory Service Payments) under protest. In such event, that portion of Pledged Service Payments being protested will not be available for deposit. If the appeal is resolved in favor of the taxpayer, the assessed value will be reduced and, in addition, the taxpayer may be entitled to a refund with respect to Statutory Service Payments paid during such appeal with the result, in each case, that Pledged Service Payments may be less than forecasted.

Changes in real estate market conditions in the Montgomery County area, as well as changes in general or local economic conditions, could adversely affect the value of the property in the TIF Area and, consequently, the amount of Pledged Service Payments. See **APPENDIX B – FINANCIAL PROJECTIONS OF STATUTORY SERVICE PAYMENTS AND DEVELOPED PARCEL MINIMUM SERVICE PAYMENTS**.

Other Risks Associated With Generation of Pledged Service Payments

Prospective investors should carefully consider, among other factors, the risks associated with the projection and ultimate generation of Pledged Service Payments in the TIF Area. See **PLEDGED SERVICE PAYMENTS** generally**.** These risks include, but are not limited to, the following:

- The Projections assume no substantial change in the basis of extending, levying and collecting real property taxes. The County's method used to assess properties in the TIF Area may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years. In addition, the State equalization factor or multiplier is subject to change annually by the State. Any reduction in assessed valuation or the State multiplier could have a material adverse effect on the amount of Pledged Service Payments derived from the TIF Area. Any change in the current system of collection and distribution of real property taxes in the County, including without limitation the reduction or elimination of any such tax, judicial action concerning any such tax or voter initiative, referendum or action with respect to any such tax, could adversely affect the availability of Pledged Service Payments to pay the principal of and interest on the Series 2025 Bonds. There can be no

assurance that the current system of collection and distribution of the real property taxes in the County will not be changed by any competent authority having jurisdiction to do so, including without limitation the State, the County, the courts or the voters.

- The County calculates property tax rates for numerous funds of a number of taxing districts that tax all or part of the property in the TIF Area. A reduction in the tax levies by the affected taxing districts may have a material adverse effect on the amount of Pledged Service Payments available for payment of Bond Service Charges on the Series 2025 Bonds. Such a reduction in rates could be the result of the governing body of the taxing district's desire to lower tax rates, taxpayer initiative, or in response to state or local litigation or legislation affecting the broader taxing structure within the taxing district, such as litigation or legislation affecting the primary reliance on ad valorem property taxes to fund elementary and secondary education in the State. The Projections assume that tax levies will remain the same throughout the course of the Private Improvements. If tax levies would decline from their current rate, there could be a significant adverse impact on the amount of Pledged Service Payments derived from the TIF Area.

- Further changes may be made in the real property tax system by the State or the County. Such changes could include various property tax rollbacks, abatements, exemptions, changes in the ratio of assessment, or other relief measures, limitations on the amount or percent of increase in tax levies by taxing districts, or other measures that would limit the tax levy amount that could be extended to the property within the TIF Area and, consequently, the projected Pledged Service Payments generated.

- Failure by the County to remit property taxes on a timely basis could result in insufficient Pledged Service Payments being available to pay Bond Service Charges on the Series 2025 Bonds as they come due.

The repayment of the principal of and interest on the Series 2025 Bonds is dependent on the collection of Pledged Service Payments in amounts sufficient to meet the Bond Service Charges requirements on the Series 2025 Bonds. The collection of those Pledged Service Payments depends in large part on the payment by the property owners located within the boundaries of the TIF Area. To the extent that one or more of the taxpayers within the TIF Area would be unwilling or unable to pay their tax bills in a timely fashion, the ability of the Issuer to pay principal and interest on the Series 2025 Bonds could be adversely affected. No assurance can be given that the County, on behalf of the Issuer, will be able to collect the Pledged Service Payments levied or that such collections, if made, will be made in a timely fashion.

Delinquencies and Delinquency Procedures

The unwillingness or inability of the landowners to pay any portion of the tax billings then due and owing which relate to a parcel within the TIF Area could result in a foreclosure action or sale of the tax lien by the County Treasurer.

In the event that a landowner is delinquent in the payment of Statutory Service Payments or Minimum Service Payments, then foreclosure of property and a tax lien sale by the County Treasurer is necessary. There could be a delay in payments to holders of the Series 2025 Bonds pending the resolution of foreclosure proceedings, tax lien sales and receipt by the Issuer of the proceeds of such proceedings and actions. Additionally, while the current and anticipated future practice of the County Treasurer is to sell the tax lien for 100% its value, there is no guarantee that the County Treasurer will not sell the tax lien for less than 100% of its value in the future. If the County Treasurer does sell a tax lien for less than 100% of its value, the amount of the Pledged Service Payments the Issuer will receive with respect to such property will

be proportionally reduced, which reduction could result in a delay or inability to pay Bond Service Charges on the Series 2025 Bonds.

The ability to foreclose the lien of delinquent unpaid real property taxes, Statutory Service Payments and Minimum Service Payments may be limited with regard to properties in which the FDIC acquires an interest. If a lender takes a security interest in the property and becomes insolvent, that lender could fall under the jurisdiction of the FDIC. The FDIC has adopted policies regarding the payment of state and local property taxes, including real estate and non-real estate special taxes and assessments. While the FDIC has acknowledged a policy of paying real estate and non-real estate special taxes and assessments in certain circumstances, it has also indicated an intention to assert federal preemptive power to challenge any prior taxes, special taxes and assessments where it is in its interest to do so, including the requirement that local agencies obtain the consent of the FDIC in order to foreclose the lien of special taxes. If consent of the FDIC is required in order to foreclose on the parcels comprising the Phase I Project Site, such consent could be denied, potentially preventing any foreclosure proceedings. Additionally, although the FDIC has agreed to attempt to respond to a request for consent to foreclose within 30-60 days, obtaining consent will delay the foreclosure proceedings.

In addition to delays in initiating any foreclosure proceeding, potential investors should be aware that judicial foreclosure proceedings are not summary remedies and can be subject to significant procedural and other delays caused by crowded court calendars and other factors beyond the control of the County or the Issuer. Foreclosure proceedings may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure.

In the event that foreclosures of property or tax lien sales are necessary, or in the event the County Treasurer enters into a delinquent tax agreement with the property owner, there could be a delay or reduction in the payment of Bond Service Charges.

No Acceleration Provision

The Series 2025 Bonds and the Trust Agreement do not contain a provision allowing for the acceleration of the Series 2025 Bonds in the event of a payment default or other default under the terms of the Series 2025 Bonds or the Trust Agreement. Thus, holders of the Series 2025 Bonds may have to wait an extended period of time to realize any recovery if there is an event of default thereunder.

FORWARD-LOOKING STATEMENTS

Certain statements included in or incorporated by reference in this Private Placement Memorandum that are not purely historical are "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21 E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended, and reflect the Issuer's and the Developer's current expectations, hopes, intentions or strategies regarding the future.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INCLUDED IN SUCH RISKS AND UNCERTAINTIES ARE (i) THOSE RELATING TO THE POSSIBLE INVALIDITY OF THE UNDERLYING ASSUMPTIONS AND ESTIMATES, (ii) POSSIBLE CHANGES OR DEVELOPMENTS IN SOCIAL,

ECONOMIC, BUSINESS, INDUSTRY, MARKET, LEGAL AND REGULATORY CIRCUMSTANCES, AND (iii) CONDITIONS AND ACTIONS TAKEN OR OMITTED TO BE TAKEN BY THIRD PARTIES, INCLUDING CUSTOMERS, SUPPLIERS, BUSINESS PARTNERS AND COMPETITORS, AND LEGISLATIVE, JUDICIAL AND OTHER GOVERNMENTAL AUTHORITIES AND OFFICIALS. ASSUMPTIONS RELATED TO THE FOREGOING INVOLVE JUDGMENTS WITH RESPECT TO, AMONG OTHER THINGS, FUTURE ECONOMIC, COMPETITIVE, AND MARKET CONDITIONS AND FUTURE BUSINESS DECISIONS, ALL OF WHICH ARE DIFFICULT OR IMPOSSIBLE TO PREDICT ACCURATELY. FOR THESE REASONS, THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS PRIVATE PLACEMENT MEMORANDUM WILL PROVE TO BE ACCURATE.

UNDUE RELIANCE SHOULD NOT BE PLACED ON FORWARD-LOOKING STATEMENTS. ALL FORWARD-LOOKING STATEMENTS INCLUDED IN THIS PRIVATE PLACEMENT MEMORANDUM ARE BASED ON INFORMATION AVAILABLE TO THE ISSUER ON THE DATE HEREOF, AND THE ISSUER DOES NOT ASSUME ANY OBLIGATION TO UPDATE ANY SUCH FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR.

LITIGATION

To the knowledge of the Issuer officials signing this Private Placement Memorandum, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Series 2025 Bonds, or the payment to the Trustee of the Required Transfer Amounts pursuant to the Trust Agreement to pay the Bond Service Charges on any of the Series 2025 Bonds, or contesting or questioning the proceedings and authority under which the Series 2025 Bonds have been authorized and are to be issued, sold, signed or delivered, or the validity of the Series 2025 Bonds. The Issuer will deliver to the Placement Agent a certificate to that effect at the time of original delivery of the Series 2025 Bonds.

LEGAL OPINION

Legal matters incident to the issuance of the Series 2025 Bonds and with regard to the tax-exempt status of the interest on the Series 2025 Bonds (see "**TAX MATTERS**") are subject to the legal opinion of Squire Patton Boggs (US) LLP, whose legal services as Bond Counsel have been retained by the Issuer. The legal opinion, dated and premised on law in effect as of the date of original delivery of the Series 2025 Bonds, will be delivered to the Placement Agent, the Trustee and the original purchasers of the Series 2025 Bonds at the time of original delivery of the Series 2025 Bonds.

The proposed text of the legal opinion is set forth in **APPENDIX A**. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of the Private Placement Memorandum or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referred to in the opinion subsequent to its date.

The opinion of Bond Counsel and any other legal opinions and letters of counsel to be delivered concurrently with the delivery of the Series 2025 Bonds express the professional judgment of the attorneys rendering the opinions or advice regarding the legal issues and other matters expressly addressed therein. By rendering a legal opinion or advice, the giver of such opinion or advice does not become an insurer or guarantor of the result indicated by that opinion, or the transaction on which the opinion or advice is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

While the Series 2025 Bonds are secured or payable pursuant to the Trust Agreement, the practical realization of any security upon any default will depend upon the exercise of various remedies specified in the Trust Agreement and related instruments, including the Declaration. These and other remedies are dependent in many respects upon judicial action, which is subject to discretion and delay. Accordingly, the remedies specified in the Trust Agreement may not be readily available or may be limited.

Bond Counsel has drafted those portions of this Private Placement Memorandum under the captions [“**THE SERIES 2025 BONDS”**, “**SECURITY AND SOURCES OF PAYMENT”]** and “**TAX MATTERS”**. Bond Counsel has assisted the Issuer with its preparation of certain other portions of this Private Placement Memorandum. Bond Counsel, however, has not been engaged to, and will not, independently confirm or verify that information or any other information provided by the Issuer or others, and will not express an opinion as to the accuracy or fairness of any such information or any other reports, financial information, offering or disclosure documents or other information pertaining to the Series 2025 Bonds that may be prepared or made available by the Issuer or others to the purchasers or owners of the Bonds or of book-entry interests or to others.

Frost Brown Todd LLP has served as counsel to the Placement Agent. Squire Patton Boggs (US) LLP has served as counsel to the Issuer. Dinsmore & Shohl, LLP has served as counsel to the Developer.

The legal opinions and other letters of counsel to be delivered concurrently with the delivery of the Series 2025 Bonds express the professional judgment of the attorneys rendering the opinions or advice regarding the legal issues and other matters expressly addressed therein. By rendering a legal opinion or advice, the giver of such opinion or advice does not become an insurer or guarantor of the result indicated by that opinion, or the transaction on which the opinion or advice is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

In the opinion of Squire Patton Boggs (US) LLP, Bond Counsel, under existing laws, regulations, rulings and court decisions, as applicable: (i) interest on the Series 2025 Bonds is excludible from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; and (ii) interest on, and any profit made on the sale, exchange or other disposition of, the Series 2025 Bonds are exempt from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax. Bond Counsel expresses no opinion as to any other tax consequences regarding the Series 2025 Bonds.

The opinion on federal tax matters will be based on and will assume the accuracy of certain representations and certifications, and continuing compliance with certain covenants, of the Issuer contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2025 Bonds are and will remain obligations the interest on which is excludible from gross income for federal income tax purposes. Bond Counsel will not independently verify the accuracy of the Issuer’s certifications and representations or the continuing compliance with the Issuer’s covenants.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by such authority. It represents Bond Counsel’s legal judgment as to exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service (“IRS”) or any court. Bond Counsel

expresses no opinion about (i) the effect of future changes in the Code and the applicable regulations under the Code or (ii) the interpretation and the enforcement of the Code or those regulations by the IRS.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excludible from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations. Noncompliance with these requirements by the Issuer may cause loss of such status and result in the interest on the Series 2025 Bonds being included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2025 Bonds. The Issuer has covenanted to take the actions required of it for the interest on the Series 2025 Bonds to be and to remain excludible from gross income for federal income tax purposes, and the Issuer has covenanted not to take any actions that would adversely affect that exclusion. After the date of issuance of the Series 2025 Bonds, Bond Counsel will not undertake to determine (or to so inform any person) whether any actions taken or not taken, or any events occurring or not occurring, or any other matters coming to Bond Counsel's attention, may adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2025 Bonds or the market value of the Series 2025 Bonds.

Interest on the Series 2025 Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations. Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Series 2025 Bonds. Bond Counsel will express no opinion regarding those consequences.

Payments of interest on tax-exempt obligations, including the Series 2025 Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If a Series 2025 Bond owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Bond Counsel's engagement with respect to the Series 2025 Bonds ends with the issuance of the Series 2025 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Issuer or the owners of the Series 2025 Bonds regarding the tax status of interest thereon in the event of an audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Series 2025 Bonds, under current IRS procedures, the IRS will treat the Issuer as the taxpayer and the beneficial owners of the Series 2025 Bonds will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including but not limited to selection of the Series 2025 Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the Series 2025 Bonds.

Prospective purchasers of the Series 2025 Bonds upon their original issuance at prices other than the respective prices indicated on the inside cover of this Private Placement Memorandum, and prospective purchasers of the Series 2025 Bonds at other than their original issuance, should consult their own tax advisors regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

Corporate Alternative Minimum Tax

The Inflation Reduction Act of 2022 imposes a new corporate alternative minimum tax equal to 15% of the "adjusted financial statement income" of "applicable corporations" as defined in Section 59(k) of the Code; generally, corporations (as defined for federal income tax purposes, other than S corporations, regulated investment companies, and real estate investment trusts) having "average annual adjusted financial statement income" of more than $1,000,000,000 over any preceding period of three tax years (ending with a tax year that ends after December 31, 2021). The new corporate alternative minimum tax applies for tax years beginning after December 31, 2022. Interest on tax-exempt bonds, such as interest on the Series 2025 Bonds, is included (a) in average annual adjusted financial statement income for the purpose of determining whether a corporation is an "applicable corporation" and (b) in the calculation of an applicable corporation's "adjusted financial statement income" for purposes of calculating the alternative minimum tax imposed on corporations, regardless of the issue date of such tax-exempt bonds.

Risk of Future Legislative Changes and/or Court Decisions

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the Series 2025 Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Series 2025 Bonds will not have an adverse effect on the tax status of interest or other income on the Series 2025 Bonds or the market value or marketability of the Series 2025 Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Series 2025 Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

For example, federal tax legislation that was enacted on December 22, 2017, reduced corporate tax rates, modified individual tax rates, eliminated many deductions, repealed the corporate alternative minimum tax, and eliminated the tax-exempt advance refunding of tax-exempt bonds and tax-advantaged bonds, among other things. Additionally, investors in the Series 2025 Bonds should be aware that future legislative actions might increase, reduce or otherwise change (including retroactively) the financial benefits and the treatment of all or a portion of the interest on the Series 2025 Bonds for federal income tax purposes for all or certain taxpayers. In all such events, the market value of the Series 2025 Bonds may be affected and the ability of holders to sell their Series 2025 Bonds in the secondary market may be reduced.

Investors should consult their own financial and tax advisors to analyze the importance of these risks.

Original Issue Discount and Original Issue Premium

Certain of the Series 2025 Bonds ("Discount Bonds") may have been sold at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludible from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest

on the Series 2025 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the issue price (described above) for that Discount Bond who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Certain of the Bonds ("Premium Bonds") may have been sold at a price in excess of their stated redemption price at maturity (the principal amount). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that is amortized during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond. A purchaser of a Premium Bond in the initial public offering who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisors as to the determination for federal income tax purposes of the existence of OID or bond premium, the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount Bonds or Premium Bonds, other federal tax consequences in respect of OID and bond premium, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

PLACEMENT AGENT

The Issuer, the Developer, and KeyBanc Capital Markets Inc. (the "Placement Agent") have entered into a Bond Placement Agreement with respect to the Series 2025 Bonds, pursuant to which the Placement Agent has agreed, subject to the terms and conditions of the Bond Placement Agreement, to use its "best efforts" to privately place all of the Series 2025 Bonds in a manner exempt from the continuing disclosure requirements of the Rule (as hereinafter defined). The Series 2025 Bonds are being placed on a "best efforts, all or none basis", and all of the Series 2025 Bonds must be placed in order for any of the Series 2025 Bonds to be placed. The Placement Agent will receive a fee for placing the Series 2025 Bonds and placing the Series 2025 Bonds in an amount equal to the sum of _.__% of the principal amount of the Series 2025 Bonds.

The Placement Agent has reviewed the information in this Private Placement Memorandum in accordance with its responsibilities to investors under the federal securities laws, but the Placement Agent does not guarantee the accuracy or completeness of that information.

MUNICIPAL ADVISLR

The Issuer has retained Bradley Payne, LLC, as municipal advisor (the "Municipal Advisor"), to provide financial advice in connection with the Issuer's issuance of the Series 2025 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Private

Placement Memorandum. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading, or distributing municipal securities or other public securities.

CALCULATION AGENT

The Calculation Agent was engaged by the Issuer to prepare the Projections attached as Appendix B. The Projections are intended to provide a reasonable estimate of future Statutory Service Payments and Developed Parcel Minimum Service Payments available to repay the Series 2025 Bonds. The information in the Projections is based on various assumptions, estimates and opinions. The actual results may vary from the Projections and the variations may be material. There is no assurance that actual events will correspond with the Projections or the assumptions, estimates and opinions on which they are based.

NO RATING

The Issuer has not applied for a rating for the Series 2025 Bonds. The absence of a rating could affect the ability of owners of the Series 2025 Bonds to sell their Series 2025 Bonds or the price at which their Series 2025 Bonds can be sold.

The Series 2025 Bonds are not readily liquid, and no person should invest in the Series 2025 Bonds with funds such person may need to convert readily into cash. Bondholders should be prepared to hold their Series 2025 Bonds to the stated maturity date. The Placement Agent is not obligated to establish a market for the Series 2025 Bonds, and no representation is made concerning the existence of any secondary market for the Series 2025 Bonds. No assurance can be given that any secondary market will develop following the completion of the offering of the Series 2025 Bonds and no assurance can be given that any investor will be able to sell any of the Series 2025 Bonds at a price equal to or greater than the price at which they were purchased.

None of the Issuer, the Trustee or any other person will be required to register the Series 2025 Bonds under the Securities Act of 1933, as amended, qualify the Series 2025 Bonds under the securities laws of any state or provide registration rights to any purchaser. Purchase of a Series 2025 Bond should be considered a long-term investment and one with significant risks.

The Placement Agent has reviewed the information in this Private Placement Memorandum pursuant to its responsibilities to investors under the federal securities laws, but the Placement Agent does not guarantee the accuracy or completeness of such information.

TRANSCRIPT AND CLOSING DOCUMENTS

A complete transcript of proceedings and a certificate (described under "**LITIGATION")** relating to litigation will be delivered by the Issuer when the Series 2025 Bonds are delivered by the Issuer to or for the benefit of the original purchasers thereof. The Issuer at that time will also provide to the Placement Agent a certificate, signed by the officials who sign this Private Placement Memorandum and addressed to the Placement Agent, relating to the accuracy and completeness of this Private Placement Memorandum.

CONTINUING DISCLOSURE

Continuing Disclosure Undertaking in connection with the Series 2025 Bonds

Notwithstanding the fact that the Series 2025 Bonds are not subject to the requirements of U.S. Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule") and the Issuer is not legally required to comply with the Rule with respect to the Series 2025 Bonds, the Issuer has

agreed, for the benefit of the Holders and beneficial owners from time to time of the Series 2025 Bonds, pursuant to a Continuing Disclosure Certificate to be delivered on the date of issuance of the Series 2025 Bonds (the "Continuing Disclosure Certificate"), to provide or cause to be provided to the MSRB the Calculation Agent's Semiannual Reports and notices of the occurrence of certain events in such manner as may be required for purposes of paragraph (b)(5)(i) of the Rule. See "**APPENDIX E** - FORM OF CONTINUING DISCLOSURE CERTIFICATE" for the proposed form of the Continuing Disclosure Certificate.

The Continuing Disclosure Certificate will remain in effect only for such period that the Series 2025 Bonds are Outstanding in accordance with their terms and for so long as the Issuer remains an Obligated Person with respect to the Series 2025 Bonds within the meaning of the Rule.

A failure by the Issuer to comply with the Continuing Disclosure Certificate will not constitute an event of default under the Trust Agreement, although any Holder or beneficial owner may bring an action to compel the Issuer to comply with its obligations under the Continuing Disclosure Certificate.

Compliance with Prior Undertakings

The Issuer has complied in all material respects with the continuing disclosure undertakings entered into in connection with obligations for which the Issuer is an Obligated Person (the "Prior Issuer Undertakings") which were outstanding during the past five years and subject to the Rule. [However, within that period of time there were instances of noncompliance with certain Prior Issuer Undertakings that required corrective action, as set forth below.]

[*The following description of noncompliance by the Issuer with certain Prior Issuer Undertakings should not be construed as an acknowledgment that any such instance was material. By providing this information, the Issuer does not intend to make, and is not making, any statement or suggestion regarding the materiality thereof to any investor.*]

CONCLUDING STATEMENT

To the extent that any statements made in this Private Placement Memorandum involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty, and no representation is made that any of such statements will be realized. The Issuer has authorized the use of this Private Placement Memorandum. Information in this Private Placement Memorandum has been derived from official and other sources and is believed by the Issuer to be accurate and reliable. Information other than that obtained from official records of the Issuer has not been independently confirmed or verified by the Issuer and its accuracy is not guaranteed.

Neither this Private Placement Memorandum nor any statement that may have been or that may be made orally or in writing is to be construed as, or as part of, a contract with the original purchasers or subsequent owners of the Series 2025 Bonds, or the owners of book-entry interests in the Series 2025 Bonds.

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This Private Placement Memorandum has been prepared and delivered by the Issuer and executed for and on behalf of the Issuer by the official identified below.

City of Huber Heights, Ohio

By: _____

Name: _____

Title: _____

APPENDIX A

FORM OF BOND COUNSEL LEGAL OPINION

APPENDIX B

FINANCIAL PROJECTIONS OF STATUTORY SERVICE PAYMENTS AND DEVELOPED PARCEL MINIMUM SERVICE PAYMENTS

[See attached report.]

APPENDIX C

FORM OF TRUST AGREEMENT

The form of the Trust Agreement is attached hereto. The actual Trust Agreement will be delivered on the date of delivery of the Series 2025 Bonds and may vary from such form to reflect circumstances both factual and legal at the time of such delivery.

APPENDIX D

BOOK-ENTRY SYSTEM; DTC

Book-Entry System

The information set forth in the following numbered paragraphs is based on information provided by The Depository Trust Company in its "Sample Offering Document Language Describing DTC and Book-Entry-Only Issuance" (June 2013). As such, the Issuer believes it to be reliable, but the Issuer takes no responsibility for the accuracy or completeness of that information. It has been adapted to the Series 2025 Bonds by substituting "Series 2025 Bonds" for "Securities," "Issuer" for "Issuer" and "Bond Registrar" for "registrar" and by the addition of the italicized language set forth in the text. See also the additional information following those numbered paragraphs.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2025 Bond certificate will be issued for each *maturity* of the Series 2025 Bonds, each in the aggregate principal amount of such *maturity*, and will be deposited with.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P Global Ratings' highest rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. (*This internet site is included for reference only, and the information in this internet site is not incorporated by reference in this Private Placement Memorandum.*)

3. Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive

certificates representing their ownership interests in Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

4. To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Series 2025 Bond documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividends (debt charges payments) on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Bond Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Bond Registrar, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividends (debt charges) to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Bond Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. (Reserved)

10. DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Issuer or the Bond Registrar. Under such

circumstances, in the event that a successor depository is not obtained, Series 2025 Bond certificates are required to be printed (or otherwise produced) and delivered.

11. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bond certificates will be printed (or otherwise produced) and delivered to DTC.

12. The information (*above*) in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

Direct Participants and Indirect Participants may impose service charges on Beneficial Owners in certain cases. Purchasers of book-entry interests should discuss that possibility with their brokers.

The Issuer and the Bond Registrar have no role in the purchases, transfers or sales of book-entry interests. The rights of Beneficial Owners to transfer or pledge their interests, and the manner of transferring or pledging those interests, may be subject to applicable state law. Beneficial Owners may want to discuss with their legal advisors the manner of transferring or pledging their book-entry interests.

The Issuer and the Bond Registrar have no responsibility or liability for any aspects of the records or notices relating to, or payments made on account of, beneficial ownership, or for maintaining, supervising or reviewing any records relating to that ownership.

The Issuer and the Bond Registrar cannot and do not give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute to the Beneficial Owners payments of debt charges on the Series 2025 Bonds made to DTC as the registered owner, or redemption, if any, or other notices, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve or act in a manner described in this Private Placement Memorandum.

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

The form of the Continuing Disclosure Certificate is attached hereto. The actual Continuing Disclosure Certificate will be delivered on the date of delivery of the Series 2025 Bonds and may vary from such form to reflect circumstances both factual and legal at the time of such delivery.

[See attached]

APPENDIX F

TIF ORDINANCE

APPENDIX G

FORM OF INVESTOR LETTER

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

PROVIDING FOR THE ISSUANCE AND SALE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2025, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $4,350,000, FOR THE PURPOSE OF PAYING THE COSTS OF THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AUTHORIZING VARIOUS RELATED DOCUMENTS AND INSTRUMENTS, INCLUDING A BOND PLACEMENT AGREEMENT, A FIRST SUPPLEMENTAL TRUST AGREEMENT AND AN PRIVATE PLACEMENT MEMORANDUM, AND DECLARING AN EMERGENCY.

WHEREAS, Forestar (USA) Real Estate Group Inc. (the "*Developer*") has indicated that it desires to construct, or cause to be constructed, a development consisting of 283 single-family residences (the "*Development Project*") on certain parcels within the City located as more specifically identified in Exhibit A to the Development Agreement (as hereinafter defined) (the "*Parcels*"); and

WHEREAS, this City Council, pursuant to Resolution No. 2025-O-7502, approved the execution and delivery of a Development Agreement (the "*Development Agreement*") by and between the City and the Developer relating to the Development Project; and

WHEREAS, this City Council, pursuant to Ordinance No. 2025-O2687 (the "*TIF Ordinance*"), through the creation of five incentive districts, declared that 100% of the increase in true value of the Parcels, as more specifically identified in the TIF Ordinance (the "*TIF Property*"), is a public purpose and declared to be exempt from taxation for a period of thirty (30) years (the "*TIF Exemption*") and required the owners of such property to make service payments in lieu of taxes; and

WHEREAS, pursuant to the Development Agreement, the City has agreed to provide for certain real property tax incentives and issue one or more series of revenue bonds for the purpose of paying the costs of certain Public Improvements which will directly benefit the Development Project, and will construct, or cause to be constructed, those Public Improvements; and

WHEREAS, pursuant to the Development Agreement, the City has determined that it will use the Pledged Net Statutory Service Payments and the Minimum Service Payments (as such terms are defined in the Master Trust Agreement) to pay the certain administrative costs and to secure the Bond Service Charges on the Series 2025 Bonds to be issued by the City to finance the costs of the Public Improvements; and

WHEREAS, this Council previously determined, pursuant to Ordinance No. ___-25 passed on June 9, 2025 (the "*General Bond Ordinance*"), that it is necessary and in the best interest of the City to issue revenue bonds from time to time to provide moneys (i) for the purpose of paying the costs of the Public Improvements in each of the five incentive districts, (ii) to fund a bond reserve fund (if required by the applicable proceedings), and (iii) to pay the Financing Costs of the Series 2025 Bonds; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City to issue Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project) (the "*Bonds*"), to provide moneys to (i) pay the costs of Public Improvements in the Canal Heights Incentive District #1, (ii) to fund the Bond Reserve Requirement for the Series 2025 Bonds to the extent it is determined to be financially advantageous to the City and (iii) to pay Financing Costs of the Series 2025 Bonds.

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in the General Bond Ordinance and in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Act*" means the laws of the State of Ohio, including the Ohio Constitution and the City Charter.

"*Additional Bonds*" means additional obligations issued pursuant to the Master Trust Agreement subsequent to the issuance of the Series 2025 Bonds on a parity with the Series 2025 Bonds and any Additional Bonds theretofore or thereafter issued with respect to the pledge of the Pledged Revenues and the assignment of and, to the extent permitted by law, a security interest in the Pledged Revenues for the payment of Bond Services Charges (except as otherwise provided in the Master Trust Agreement).

"*Authorized Denominations*" means, with respect to the Series 2025 Bonds, the denomination of $100,000 and in multiples of $5,000 in excess thereof.

"*Bond Legislation*" means (a) when used with reference to the Series 2025 Bonds, the General Bond Ordinance, this Ordinance and the Certificate of Award and (b) when used with reference to an issue of Additional Bonds, the General Bond Ordinance, the applicable Series Bond Ordinance and applicable certificate of award.

"*Bond Register*" means the books kept and maintained by the Bond Registrar pursuant to the Trust Agreement for the registration, exchange and transfer of Series 2025 Bonds.

"*Bond Reserve Requirement*" means the balance (if any) required by the Trust Agreement to be maintained in the Bond Reserve Fund for the Series 2025 Bonds.

"*Bond Proceedings*" means (a) when used with reference to the Series 2025 Bonds, collectively, the Bond Legislation, the Trust Agreement (including the First Supplemental Trust Agreement), the Continuing Disclosure Agreement and such other proceedings of the City, including the Series 2025 Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Series 2025 Bonds and (b) when used with reference to an issue of Additional Bonds, collectively, the Bond Legislation, the Trust Agreement (including the applicable supplemental trust agreement), the applicable continuing disclosure agreement and such other proceedings of the City, including the Additional Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Additional Bonds.

"*Bond Service Charges*" means the principal (as payable at stated maturity, or by acceleration or otherwise), interest and any redemption premium required to be paid by the City on the Series 2025 Bonds, and includes any Mandatory Sinking Fund Redemption Requirements. In the case of payment of Bond Service Charges by a person other than the City pursuant to a Credit Support Instrument, "*Bond Service Charges*" means the reimbursement by the City to the provider of that Credit Support Instrument of the amount so paid. In determining Bond Service Charges for a Fiscal Year or any other period, Mandatory Sinking Fund Redemption Requirements for that Fiscal Year or period shall be taken into account, and principal maturities or interest payments for which Mandatory Sinking Fund Redemption Requirements are imposed and complied with in a prior Fiscal Year or period, to that extent, shall be excluded.

"*Bonds*" means the Series 2025 Bonds and any Additional Bonds.

"*Book entry form*" or "*book entry system*" means a form or system under which (a) the ownership of beneficial interests in the Series 2025 Bonds and the principal of and interest and any premium on the Series 2025 Bonds may be transferred only through a book entry, and (b) physical Series 2025 Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Series 2025 Bonds and that principal and interest.

"*Bond Reserve Fund*" means the Bond Reserve Fund created in the Master Trust Agreement.

"*Bond Service Fund*" means the Bond Service Fund created in the Master Trust Agreement.

"*Certificate of Award*" means the certificate authorized by Section 7, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Series 2025 Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

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

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

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

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

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Series 2025 Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Continuing Disclosure Agreement*" means the continuing disclosure agreement or certificate which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders of the Series 2025 Bonds, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and Director of Finance, all in accordance with Section 10.

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

"*Credit Support Instrument*" means an insurance policy, including a policy of bond insurance, letter of credit or other credit enhancement, support or liquidity device provided pursuant to an agreement to which the City is a party and which is used to enhance the security or liquidity of the Series 2025 Bonds or part of the Series 2025 Bonds.

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

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*First Supplemental Trust Agreement*" means the First Supplemental Trust Agreement by and between the City and the Trustee, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Director of Finance, all in accordance with Section 5.

"*General Bond Ordinance*" means Ordinance No. 2025-O-___ passed by the Council on June 9, 2025.

"*Interest Payment Dates*" means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Series 2025 Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"*Mandatory Redemption Date*" shall have the meaning set forth in Section 4(b).

"*Mandatory Sinking Fund Redemption Requirements*" shall have the meaning set forth in Section 4(e)(i).

"*Master Trust Agreement*" means the Master Trust Agreement by and between the City and the Trustee, as it may be modified from the form on file with the Clerk of Council and heretofore authorized by the General Bond Ordinance.

"Minimum Service Payments" has the meaning assigned to it in the Development Agreement.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

"*Placement Agent*" means Key Banc Capital Markets Inc.

"*Placement Agreement*" means the Bond Placement Agreement, shall be between the City, the Placement Agent and the Developer, as it may be modified from the form on file with the Director of Finance and executed by the City Manager and the Director of Finance, all in accordance with Section 7.

"*Pledged Net Statutory Service Payments*" has the meaning assigned to it in the Master Trust Agreement.

"*Pledged Revenues*" means (a) the Pledged Net Statutory Service Payments, (b) the Minimum Service Payments, (c) any moneys and investments in the special funds held by the Trustee pursuant to the Trust Agreement, (d) any other moneys intended to be used for Bond Service Charges, and (e) all income and profit from the investment of the foregoing moneys. Pledged Revenues do not include proceeds of the Series 2025 Bonds or any additional bonds issued pursuant to the Trust Agreement.

"*Principal Payment Dates*" means, unless otherwise specified in the Certificate of Award, December 1 in each of the years as determined by the Director of Finance in the Certificate of Award, but in no case shall any Series 2025 Bond mature later than December 1, 2045.

"*Project Fund*" means the Project Fund created in the Master Trust Agreement.

"*Public Improvements*" means the acquisition, construction, renovation, improvement and installation of water and sewer mains and lines, stormwater sewers, public roads and streets and related curbs and gutters, grading, landscaping and otherwise improving the sites thereof, including design and engineering and all necessary appurtenances thereto.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Rule*" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"*SEC*" means the Securities and Exchange Commission.

"*Securities Depository*" or "*Depository*" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Series 2025 Bonds or the principal of and interest and any premium on the Series 2025 Bonds, and to effect transfers of the Series 2025 Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Serial Bonds*" means those Series 2025 Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to Mandatory Sinking Fund Redemption Requirements.

"*Series 2025 Bonds*" means the Tax Increment Financing Revenue Bonds, Series 2025 (Canal Heights Incentive District #1 Project), as authorized in Section 2.

"*State*" means the State of Ohio.

"*Term Bonds*" means those Series 2025 Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to Mandatory Sinking Fund Redemption Requirements.

"*TIF Fund*" means the Canal Heights Municipal Public Improvement Tax Increment Equivalent Fund.

"*Trust Agreement*" means, collectively, the Master Trust Agreement by and between the City and the Trustee, as amended and supplemented from time to time, including as supplemented by the First Supplemental Trust Agreement.

"*Trustee*" means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award to act as the initial trustee under the Trust Agreement, and any successor trustee pursuant to the Trust Agreement.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Findings. This City Council hereby makes the findings and determinations set forth in the preambles to this Ordinance; finds and determines that the use of the Net Statutory Service Payments and Minimum Service Payments to pay Bond Service Charges is a proper use of such service payments pursuant to the TIF Ordinance; and that the amount necessary to finance the Public Improvements will require the issuance, sale and delivery of the Series 2025 Bonds, which Series 2025 Bonds shall be payable and secured as provided herein.

Section 3. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum aggregate principal amount of $4,350,000 (the "*Series 2025 Bonds*") for the purpose of paying the costs of Public Improvements and Financing Costs, funding capitalized interest, if any, and funding the Bond Reserve Requirement for the Series 2025 Bonds, if any. The Series 2025 Bonds shall be issued pursuant to the Act, the General Bond Ordinance, the Trust Agreement, this Ordinance and the Certificate of Award.

The aggregate principal amount of Series 2025 Bonds to be issued shall not exceed the maximum aggregate principal amount specified in this Section and shall be an amount determined by the Director of Finance in the Certificate of Award to be the aggregate principal amount of Series 2025 Bonds that is required to be issued at this time for the purpose stated in this Section, taking into account the costs of Public Improvements, other City moneys available for the purpose, the cost of funding the Bond Reserve Requirement to the extent it is determined to be financially advantageous to the City, the estimates of the Financing Costs and the interest rates on the Series 2025 Bonds.

The Placement Agreement and the Certificate of Award may authorize the original purchaser to withhold certain proceeds from the purchase price of the Series 2025 Bonds to provide for the payment of Financing Costs related to the Series 2025 Bonds on behalf of the City.

The remaining proceeds from the sale of the Series 2025 Bonds received by the City (after the withholding and/or deposits described in the preceding paragraph) and any other available moneys of the City as determined by the Director of Finance in the Certificate of Award, shall be allocated and deposited as follows and in the following order:

(a) To the Project Fund, an amount determined by the Director of Finance necessary to pay the costs of the Public Improvements and any Financing Costs,

(b) To the extent that it is determined by the Director of Finance in the Certificate of Award to be financially advantageous to the City, to the Bond Reserve Fund, any amount necessary to fully fund the Bond Reserve Requirement which is not otherwise funded from other available City moneys, and

(c) Any remaining moneys to the Bond Service Fund.

The proceeds of the sale of the Series 2025 Bonds are appropriated and shall be used for the purpose for which those Series 2025 Bonds are issued as provided in this Ordinance and the Trust Agreement.

Section 4. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Series 2025 Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Series 2025 Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Series 2025 Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this Section, in the Certificate of Award. Interest on the Series 2025 Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Series 2025 Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Series 2025 Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Series 2025 Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Series 2025 Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Series 2025 Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Series 2025 Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates. The net interest cost for the Series 2025 Bonds determined by taking into account the respective principal amounts of the Series 2025 Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Series 2025 Bonds shall not exceed 7.00%.

(d) Payment of Bond Service Charges. The Bond Service Charges on the Series 2025 Bonds shall be payable in accordance with the provisions of the Trust Agreement.

(e) Redemption Provisions. The Series 2025 Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Series 2025 Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*") and the Trust Agreement.

(ii) Optional Redemption. The Series 2025 Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be

subject to optional redemption in accordance with the provisions of the Trust Agreement, in whole or in part in whole multiples of $5,000 on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award.

Section 5. Execution and Authentication of Series 2025 Bonds First Supplemental Trust Agreement. The Series 2025 Bonds shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities; *provided* that either or both of those signatures may be a facsimile. The Series 2025 Bonds shall be issued in the Authorized Denominations and numbers as requested by the original purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Series 2025 Bond from any other Series 2025 Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the Act, the General Bond Ordinance, this Ordinance, the Trust Agreement and the Certificate of Award.

In the name and on behalf of the City, the First Supplemental Trust Agreement shall be signed by the City Manager and the Director of Finance in substantially the form now on file with the Clerk of Council. The First Supplemental Trust Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by those officers on behalf of the City, all of which shall be conclusively evidenced by the signing of the First Supplemental Trust Agreement or any amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Trust Agreement, except to the extent paid or reimbursed by the original purchaser in accordance with the Certificate of Award, from the proceeds of the Series 2025 Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Series 2025 Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Series 2025 Bond is signed by the Trustee as authenticating agent. Authentication by the Trustee shall be conclusive evidence that the Series 2025 Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Trustee or by any other person acting as an agent of the Trustee and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Series 2025 Bonds.

Section 6. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Series 2025 Bonds remain outstanding, the City will cause the Trustee to maintain and keep the Bond Register in accordance with the provisions of the Trust Agreement.

(b) Transfer and Exchange. The Series 2025 Bonds shall be exchanged and transferred in accordance with the provisions of the Trust Agreement.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Series 2025 Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Series 2025 Bonds may be issued to a Securities Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Series 2025 Bonds may be issued in the form of a single, fully registered Series 2025 Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Securities Depository or its nominee, as registered owner, and immobilized in the custody of the Securities Depository or its designated agent for that purpose, which may be the Trustee; (ii) the beneficial owners of Series 2025 Bonds in book entry form shall have no right to receive Series 2025 Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the

Securities Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Securities Depository and its Participants; and (iv) the Series 2025 Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository or to another nominee of a Securities Depository, without further action by the City.

If any Securities Depository determines not to continue to act as a Securities Depository for the Series 2025 Bonds for use in a book entry system, the Director of Finance and the Trustee may attempt to establish a securities depository/book entry relationship with another qualified Securities Depository. If the Director of Finance and the Trustee do not or are unable to do so, the Director of Finance and the Trustee, after making provision for notification of the beneficial owners by the then Securities Depository and any other arrangements deemed necessary, shall permit withdrawal of the Series 2025 Bonds from the Securities Depository, and shall cause Series 2025 Bond certificates in registered form and Authorized Denominations to be authenticated by the Trustee and delivered to the assigns of the Securities Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance and the Trustee are hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Director of Finance determines to be necessary in connection with a book entry system for the Series 2025 Bonds.

Section 7. Sale of the Series 2025 Bonds. The Director of Finance is authorized to sell the Series 2025 Bonds at private sale to the original purchaser, at a purchase price of not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Series 2025 Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law, and the provisions of this Ordinance and the Placement Agreement.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Series 2025 Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Series 2025 Bonds, to the original purchaser upon payment of the purchase price.

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Placement Agreement, in substantially the form as is now on file with the Clerk of Council, providing for placement of the Series 2025 Bonds by the Placement Agent. The Placement Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Placement Agreement or amendments thereto.

The City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each hereby authorized to execute any agreements, certifications, financing statements, documents or other instruments, and to take such other actions which are necessary or appropriate in the judgment of such officers to consummate the transactions contemplated herein, or to protect the rights and interests of the City, the Trustee or the holders of Series 2025 Bonds.

Section 8. Security. The Series 2025 Bonds and any Additional Bonds that may be issued under the Trust Agreement hereafter on a parity with the Series 2025 Bonds shall be special obligations of the City. To the extent provided in and except as otherwise permitted by the Bond Proceedings, the Bond Service Charges shall be payable equally and ratably solely from the Pledged Revenues, and the payment of Bond Service Charges on the Series 2025 Bonds shall be secured (a) by the Master Trust Agreement and (b) by a pledge of and lien on the Pledged Revenues and an assignment of the Pledged Revenues to the Trustee. However, any pledge or assignment of or lien on any fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee shall be valid and enforceable only to the extent

permitted by law. All proceedings for the collection of the Pledged Revenues are hereby ratified and confirmed.

If the Director of Finance determines in the Certificate of Award that it would be in the best interest of and financially advantageous to the City, moneys shall be deposited into and maintained in the Bond Reserve Fund for the benefit of the holders of the Series 2025 Bonds.

Nothing in the Series 2025 Bond Proceedings shall constitute a general obligation debt or tax-supported bonded indebtedness of the City; the general resources of the City shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the City are or shall be pledged, for the performance of any duty under the Series 2025 Bond Proceedings. Nothing in the Series 2025 Bond Proceedings gives the holders of the Series 2025 Bonds, and they do not have, the right to have excises or taxes levied by the City for the payment of Bond Service Charges, but the Series 2025 Bonds are payable solely from the Pledged Revenues, as provided in the Series 2025 Bond Proceedings, and each Series 2025 Bond shall contain a statement to that effect; *provided*, *however*, that nothing shall be deemed to prohibit the City, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Series 2025 Bond Proceedings.

Section 9. Covenants of the City. The City, by issuance of the Series 2025 Bonds, covenants and agrees with their registered owners to promptly pay Bond Service Charges on every Bond issued under the Trust Agreement from the sources, at the places, on the dates and in the manner provided in the applicable Bond Proceedings and Bonds, according to their true intent and meaning and to perform its applicable covenants and agreements set forth in this Ordinance, the General Bond Ordinance, the Trust Agreement and in other applicable Bond Proceedings. The City specifically covenants and agrees that it will:

(a) it will use proceeds of the Series 2025 Bonds to pay costs of the Public Improvements and Financing Costs;

(b) it shall promptly pay from Pledged Revenues the Bond Service Charges on every Bond issued at the places, on the dates and in the manner provided in the Bond Proceedings according to the true intent and meaning thereof;

(c) it shall diligently pursue the collection of the service payments in lieu of taxes required pursuant to the TIF Ordinance and the Minimum Service Payments, including taking all lawful actions necessary to claim and maintain the exemption from real property taxation granted by the TIF Ordinance and taking all lawful actions as are necessary and advisable to collect delinquent service payments in lieu of taxes;

(d) it shall not amend the TIF Ordinance nor enact any other legislation that would reduce the amount of Pledged Revenues below the amount necessary to pay Bond Service Charges on the Series 2025 Bonds;

(e) at any and all times, it cause to be done all such further acts and things and cause to be signed and delivered all such further instruments as may be necessary to carry out the purpose of the Series 2025 Bonds and any Bond Proceedings or as may be required by the Act;

(f) the Director of Finance will furnish to the Trustee a true transcript of proceedings of all proceedings had with reference to the issuance of the Series 2025 Bonds together with such information from the City's records as is necessary to determine the regularity and validity of such issuance; and

(g) it will observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under the Bond Proceedings.

(h) Observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under the Trust Agreement, the Continuing Disclosure Agreement, the Placement Agreement, this Ordinance, the General Bond Ordinance, the Series 2025 Bonds and any other Bond Proceedings for the Series 2025 Bonds, and under all Council proceedings pertaining thereto.

Each of those obligations is binding upon the City, and upon each City officer or employee who from time to time may have the authority under law to take any action on behalf of the City that may be necessary to perform all or any part of that obligation, as a duty of the City and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Series 2025 Bonds in such manner and to such extent as may be necessary so that (a) the Series 2025 Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Series 2025 Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Series 2025 Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2025 Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as fiscal officer of this City, or any other officer of the City having responsibility for issuance of the Series 2025 Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Series 2025 Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Series 2025 Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Series 2025 Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Series 2025 Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Series 2025 Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Series 2025 Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Series 2025 Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Series 2025 Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Series 2025 Bonds is specifically authorized to designate the Series 2025 Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this section with respect to the Series 2025 Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Series 2025 Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Series 2025 Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Series 2025 Bonds.

Section 11. Private Placement Memorandum, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure – Private Placement Memorandum. The City Manager and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of a private placement memorandum relating to the original issuance of the Series 2025 Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the private placement memorandum is to be "deemed final" (except for permitted omissions) by the City as of its date or is a "final official statement" for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those private placement memoranda and any supplements thereto in connection with the original issuance of the Series 2025 Bonds, and (iv) complete and sign, if determined appropriate and necessary, those private placement memoranda and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those private placement memoranda and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Series 2025 Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Series 2025 Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid by the original purchaser in accordance with the Certificate of Award, from the proceeds of the Series 2025 Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders from time to time of the Series 2025 Bonds, the City agrees to provide or cause to be provided such financial information as set forth in substantially the form as is now on file with the Clerk of Council. The City Manager and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information as described above. Prior to making any filing required under the Continuing Disclosure Agreement, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the City Attorney and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Series 2025 Bonds, to the extent not paid by the original purchaser in accordance with the Certificate of Award, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Series 2025 Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 12. Further Authorizations and Implementation of Authorizations. The Mayor, the City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to do all things necessary and appropriate to complete and perform the delivery of the Series 2025 Bonds to the original purchaser and, in accordance with the terms and provisions of the Trust Agreement, the General Bond Ordinance, this Ordinance, the Placement Agreement and the Certificate of Award, to make the necessary arrangements on behalf of the City to establish the date, location, procedure and conditions for the delivery of the Series 2025 Bonds to the original purchaser to the extent not provided for therein, and those officials, or any of them are further directed to take all steps necessary to effect due authentication, delivery and security of the Series 2025 Bonds under the terms of the Trust Agreement, the General Bond Ordinance, this Ordinance, the Placement Agreement and the Certificate of Award, including, without limitation, the execution and delivery of such transcript certificates, financial statements and other documents and instruments as are, in the opinion of bond counsel, necessary or appropriate to consummate the transactions provided for in the Trust Agreement, the General Bond Ordinance, this Ordinance, the Placement Agreement and the Certificate of Award.

The Director of Finance is authorized to enter into necessary contracts without competitive bidding to provide services with respect to the Series 2025 Bonds by City's bond counsel, the City's municipal advisor, the rating service or services, the Trustee, the Placement Agent, by providers of credit support instruments, for the printing of the preliminary and final private placement memoranda and for the printing of the Series 2025 Bonds, and by other necessary service providers, all as deemed necessary by the Director of Finance to be consistent with the foregoing authorization and in the best interests of the City. The costs of those services shall be paid from moneys (a) withheld by the original purchaser on behalf of the City from the purchase price of the Series 2025 Bonds or (b) deposited in the Project Fund which is appropriated for that purpose. The actions of the Director of Finance or any other officer of the City in doing any and all acts necessary in connection with the issuance and sale of the Series 2025 Bonds are hereby ratified and confirmed.

Section 13. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Series 2025 Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Series 2025 Bonds, if available, and otherwise from available moneys in the TIF Fund.

Section 14. Municipal Advisor. The services of Bradley Payne Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Series 2025 Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to

pay those fees and any reimbursement are hereby appropriated from the proceeds of the Series 2025 Bonds, if available, and otherwise from available moneys in the TIF Fund.

Section 15. Appropriation of Development Agreement Available Funds. The Net Statutory Service Payments and the Minimum Service Payments released to the City shall be deemed appropriated for the purposes set forth in the Development Agreement and authorized to be expended therefrom in accordance with the Development Agreement, and the Director of Finance is authorized to make payments thereof in accordance with the Development Agreement.

Section 16. Other Determinations. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Series 2025 Bonds in order to make them legal, valid and binding special obligations of the City have been performed and have been met, or will at the time of delivery of the Series 2025 Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series 2025 Bonds.

Section 17. Compliance with Open Meeting Requirements. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 18. Severability. Each section of this Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision of any section thereof to be invalid or void shall not be deemed nor held to affect the validity of any other section or subdivision of this Ordinance.

Section 19. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that that this Ordinance is required to be immediately effective in order to issue and sell the Series 2025 Bonds, which is necessary to enable the City to take advantage of favorable interest rates and commence construction of the Public Improvements; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2025-O-_____ passed by the City Council of the City of Huber Heights, on _____, 2025.

_____
Clerk of Council

AI-10901 **Topics Of Discussion** **M.**

Council Work Session

Meeting Date:	06/03/2025		
Community Reinvestment Area (CRA) #5 - Amendment			
Submitted By:	Aaron Sorrell		
Department:	Assistant City Manager - Public Services		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	None	**Legal Review:**	In Process
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Community Reinvestment Area (CRA) #5 - Amendment

Purpose and Background

This legislation amends CRA #5 by expanding the boundaries to the recently annexed lands known as Carriage Trails II. This amendment is the Third Amendment to CRA #5, and per the Ohio Revised Code, it converts the CRA to a "Post-1994 CRA". The change in designation will have no impact on the existing CRA agreements within the CRA #5 district.

Fiscal Impact

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

Attachments

Resolution
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AMENDING EXEMPTIONS FROM REAL PROPERTY TAXATION WITHIN COMMUNITY REINVESTMENT AREA NO. 5, EXPANDING ITS BOUNDARIES, AND CONVERTING THE AREA TO A POST-1994 COMMUNITY REINVESTMENT AREA PURSUANT TO OHIO REVISED CODE SECTION 3735.661.

WHEREAS, Community Reinvestment Area No. 5 ("CRA No. 5") was established as a Pre-1994 Community Reinvestment Area pursuant to Ohio Revised Code Sections 3735.65-3735.85, by Resolution No. 92-R-1139 on September 14, 1992; and

WHEREAS, CRA No. 5 was modified by Resolution No. 93-R-1139 on September 27, 1993; and

WHEREAS, the City first amended CRA No. 5 by Resolution No. 95-R-1653 on June 26, 1995, and expanded the boundaries; and

WHEREAS, CRA No. 5 was amended a second time by Resolution No. 2015-R-6232 on September 28, 2015, and expanded the boundaries; and

WHEREAS, CRA No. 5 was modified by Resolution No. 2022-R-7210 on December 15, 2022; and

WHEREAS the City now seeks to further amend and expand the exemptions from real estate taxation to incentivize reinvestment and development along key corridors; and

WHEREAS, this amendment represents the City's third amendment to CRA No. 5, and pursuant to Ohio Revised Code Section 3735.661, CRA No. 5 converts its classification to a Post-1994 Community Reinvestment Area.

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

Section 1. The boundaries of CRA No. 5 are hereby amended as depicted in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 2. Exemptions from real estate taxation for improvements to real property within CRA No. 5, as authorized under Section 3735.67 of the Ohio Revised Code, are hereby granted as follows:

a) A one hundred percent (100%) exemption from real estate taxation for a period of fifteen (15) years for the residential remodeling of any dwelling containing not more than two units, and upon which the cost of remodeling is at least two thousand five thousand dollars, as specified by division (D)(1) of Section 3735.67 of the Ohio Revised Code.

b) A one hundred percent (100%) exemption from real estate taxation for a period of fifteen (15) years for the remodeling of any commercial or industrial property, or any residential dwelling containing more than two units, and upon which the cost of remodeling is at least five thousand dollars, as specified by division (D)(1) of Section 3735.67 of the Ohio Revised Code.

c) A one hundred percent (100%) exemption from real estate taxation for a period of fifteen (15) years for any new commercial or industrial construction, or new residential construction, as specified by division (D)(2) of Section 3735.67 of the Ohio Revised Code.

All exemptions authorized herein shall be subject to compliance with all requirements under Ohio Revised Code Sections 3735.65 through 3735.85.

Section 2. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public 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


US Route 40
40
Flick Rd
Mann Rd
Heffner Rd
Lakeside St
Bulrush St
Buttonbush Dr
Arrowwood St
Forestedge St
Spicebush Dr
Carriage Trails Pkwy
Sunset Maple Dr
Willow Oak Dr
River Birch St
Jefferson Dr
Gage Way
Mason Ln
State Route 201
5
Exhibit A: CRA 5
Expansion Area

AI-10893 **Topics Of Discussion** **N.**

Council Work Session

Meeting Date: 06/03/2025

Annexation Petition - Carriage Trails Parkway/State Route 201 Intersection - Traffic Signal

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 06/03/2025

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

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

Agenda Item Description or Legislation Title

Annexation Petition - Carriage Trails Parkway/State Route 201 Intersection - Traffic Signal

Purpose and Background

This legislation will authorize the City Manager to represent the City of Huber Heights as the petitioner's agent for the annexation of 7.220 acres near the intersection of Carriage Trails Parkway and State Route 201. The lands subject to annexation are wholly owned by the City of Huber Heights. This annexation is required to facilitate a new traffic light and intersection improvements, along with the widening of Brandt Pike from the subject intersection, south to the current municipal boundary. The City Manager will file the attached petition with Miami County once this resolution is approved.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Annexation Petition

Annexation Plat

Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MIAMI COUNTY, OHIO
PETITION BY THE CITY OF HUBER HEIGHTS, OHIO FOR ANNEXATION OF 7.220 ACRES OF LAND MORE OR LESS IN BETHEL TOWNSHIP, MIAMI COUNTY, OHIO TO CITY OF HUBER HEIGHTS, OHIO

(Expedited Type 2 Annexation—R.C. 709.016)

The Huber Heights City Council, through Resolution 2025-R_____ has authorized this Petition for the real estate hereinafter described, be annexed to the City of Huber Heights, Miami County, Ohio.

The territory proposed for annexation contains 7.220 acres, more or less, in Bethel Township, Miami County and owned by the municipality.

The full description of the territory sought is to be annexed is attached hereto and incorporated herein as Exhibit A.

1. A map or plat of the above-described territory sought to be annexed is attached hereto and made a part hereof as Exhibit B.

2. Pursuant to R.C. 709.16(A), the territory proposed for annexation is contiguous to the City of Huber Heights and is solely owned by the City.

3. The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed for annexation.

4. The City Manager of Huber Heights is authorized to act as agent for Petitioners in securing the annexation.

7. Petitioners' Agent, in his sole, absolute, and complete discretion, is hereby authorized to make any amendments and/or deletions to this Petition which he deems proper under the circumstances. Additionally, Petitioners' Agent is authorized to make such amendments and/or deletions in any map, plat, legal description, or other materials that may be submitted with the Petition in order to correct any discrepancy or mistake noted by the County Engineer or others in their examination of the Petition and supporting documentation and information. Amendments to correct the map or plat or legal description may be made by the presentation of an amended map or plat and legal description to the Board of County Commissioners on, before, or after the date set for hearing of this Petition unless otherwise specified by law.

PETITIONER:

_____
Jeff Gore, Mayor

Date signed: _____

Petitioners' Agent:

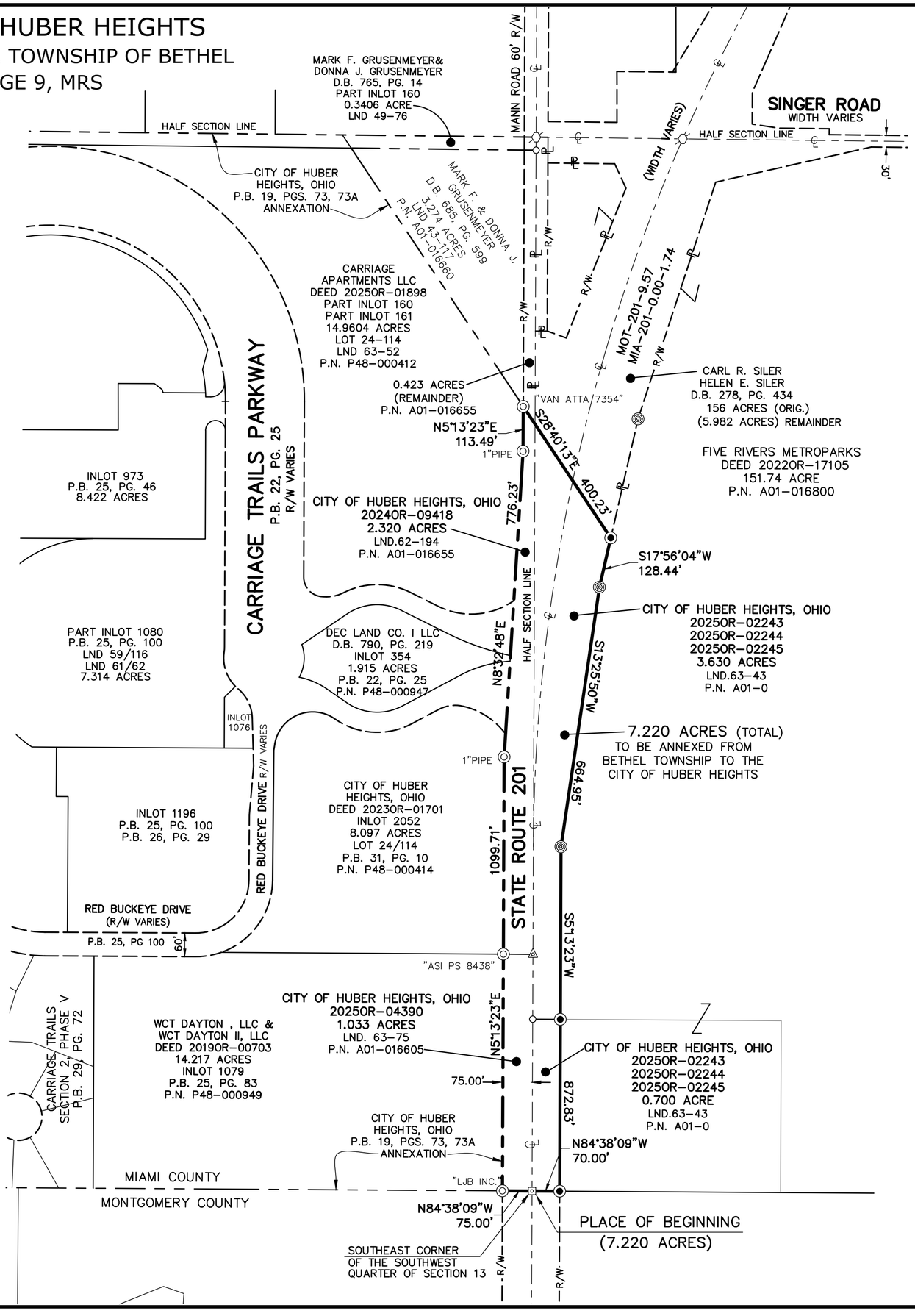
John Russell, City Manager
City of Huber Heights
6131 Taylorsville Road
Huber Heights, Ohio 45424
(513) 524-5201
delliott@cityofoxford.org

ANNEXATION TO THE CITY OF HUBER HEIGHTS

STATE OF OHIO, COUNTY OF MIAMI, TOWNSHIP OF BETHEL
SECTION 13, TOWN 2, RANGE 9, MRS

VOLUME _____ PAGE _____

MIAMI COUNTY RECORDER'S RECORD OF PLATS
SEE ANNEXATION PROCEEDINGS RECORDED
IN DOCUMENT No. 20__OR-_____
MIAMI COUNTY RECORDER'S OFFICE RECORDS.



FEE _____

_____ _____
MIAMI COUNTY RECORDER BY DEPUTY RECORDER

MIAMI COUNTY AUDITOR
APPROVED AND TRANSFERRED _____, 2025

_____ _____
MIAMI COUNTY AUDITOR DEPUTY AUDITOR

MIAMI COUNTY COMMISSIONERS

THIS PLAT WAS REVIEWED AND APPROVED
THIS _____DAY OF _____, 2025.
BY RESOLUTION No._____

_____
TED S. MERCER, PRESIDENT

_____
WADE H. WESTFALL, VICE-PRESIDENT

_____
GREGORY A. SIMMONS, MEMBER

MIAMI COUNTY ENGINEER

THIS PLAT WAS REVIEWED AND APPROVED
THIS _____DAY OF _____, 2025.

_____
MIAMI COUNTY ENGINEER

CITY OF HUBER HEIGHTS

AT A MEETING OF THE COUNCIL OF THE CITY OF
HUBER HEIGHTS, OHIO, HELD THIS _____
DAY OF _____, 2024, THIS PLAT WAS APPROVED
BY ORDINANCE No. _____EFFECTIVE _____, 2025

_____
MAYOR

_____
PRESIDENT OF COUNCIL

_____
CLERK OF COUNCIL

LINE LEGEND

PROPOSED CORPORATION LINE (FROM RECORDS ONLY)
EXISTING CORPORATION LINE (FROM FIELD SURVEY)

LEGEND

- IRON PIN FOUND (AS NOTED)
- MONUMENT BOX FOUND WITH 1" REBAR
- MAG NAIL SET
- IRON PIN SET 5/8" REBAR 30" LONG "IBI GROUP S-6872/S-7740"
- 6" DIA. CONCRETE MONUMENT FOUND
- MAG NAIL FOUND
- CENTERLINE OF RIGHT OF WAY
- PROPERTY LINE
- MAG NAIL SET OVER RAILROAD SPIKE

Total perimeter of this annexation area is 4,200.88 feet of which 1,989.43 feet is contiguous with the existing City of Huber Heights corporation line, producing a 47.36% perimeter contiguity.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NAD 83 OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE.

CERTIFICATION

This annexation plat was prepared from a field survey along with land surveys from Miami County deed records and plat records. This plat is hereby certified to be correct in accordance with the above data.

ARCADIS SURVEY

PREPARED BY_____04/28/25
David L. Chiesa P.S. DATE
Registered Surveyor No. 7740

ARCADIS
8101 N. High Street
Columbus, OH 43235
Contact: DAVE CHIESA
614-818-4900 ext. 2039
Fax: 614-818-4902
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C:\Users\chiesad5246\DC\ACCDocs\Arcadis ACC US\AUS-00147867-State Route 201 DEC_ROW\Project Files\7.0_Production\7.03_Design\02_Survey-Mapping\ANNEX PLAT.dwg by:chiesad5246 on 04/29/2025 @ 09:28:38 am ~ © M+E Companies, Inc.

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO SERVE AS THE AGENT FOR THE PETITIONER FOR THE ANNEXATION OF 7.220 ACRES, MORE OR LESS, SITUATED IN BETHEL TOWNSHIP, MIAMI COUNTY, OHIO.

WHEREAS, the City of Huber Heights ("Petitioner") would like to annex approximately 7.220 acres of land situated in Bethel Township, Miami County, Ohio, into the municipal corporate limits of the City; and

WHEREAS, Pursuant to Ohio Revised Code Section 709.16(A), the territory proposed for annexation is contiguous to the City of Huber Heights and is solely owned by the City; and

WHEREAS, the Ohio Revised Code requires that someone be designated to serve as the agent for Petitioners for the annexation; and

WHEREAS, the City Manager, John Russell, has agreed to serve as Petitioners' agent to assist in this annexation.

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

Section 1. The City Council hereby authorizes the City Manager, John Russell, to serve as the agent for the Petitioner in connection with the proposed annexation of approximately 7.220 acres of land situated in Bethel Township, Miami County, Ohio. The City Council further authorizes the City Manager to take any and all steps required, including but not limited to the filing of the Petition for Annexation with the Board Of County Commissioners of Miami County, Ohio.

Section 2. The City Manager is hereby authorized to make such amendments or corrections to any map, plat, legal description, or related materials submitted with the Petition as may be necessary to correct errors or discrepancies.

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

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-10906 **Topics Of Discussion** **O.**

Council Work Session

Meeting Date: 06/03/2025

Bike Path Connector - Great Miami Bike Path

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 06/03/2025

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

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

Agenda Item Description or Legislation Title

Bike Path Connector - Great Miami Bike Path

Purpose and Background

This agenda item was requested by Councilmember Nancy Byrge and Mayor Jeff Gore to discuss a bike path connector to the Great Miami Bike Path.

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-10898 **Topics Of Discussion** **P.**

Council Work Session

Meeting Date: 06/03/2025

City Hall Renovations

Submitted By: Rachael Dillahunt

Department:	City Manager	**Division:**	City Manager
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	06/03/2025
Audio-Visual Needs:	SmartBoard	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

City Hall Renovations

Purpose and Background

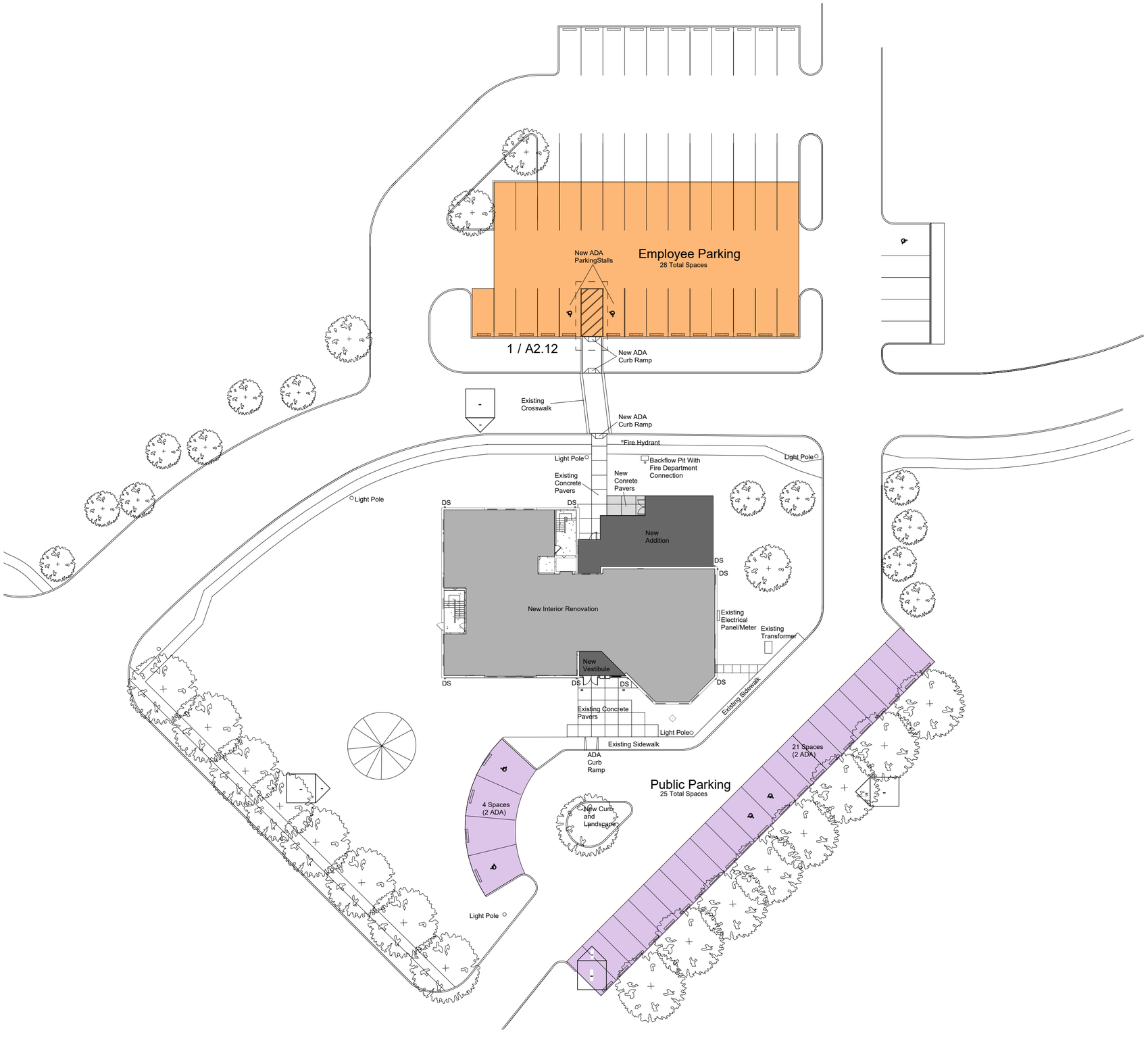
The City Hall Renovation Project is a strategic initiative by the City of Huber Heights to modernize and enhance the functionality of its existing municipal facilities located at 6131 Taylorsville Road. This renovation addresses the growing operational needs of the City by updating infrastructure, improving accessibility, and reconfiguring interior spaces to support more efficient workflows and service delivery. The project includes the consolidation of the Finance Department, the Tax Division, and the Water Division into one centralized location, creating a more cohesive and streamlined environment for both City Staff and the public. The renovation is timed to align with the completion of the new City Governance Center, which enables the relocation of departments/divisions currently operating in leased facilities to City-owned property. This move not only reduces long-term occupancy costs, but also improves interdepartmental collaboration and public access to essential services. The project, designed and administered by App Architecture, encompasses architectural, mechanical, electrical, and structural improvements and is funded through the issuance of notes authorized by City Council through Ordinance No. 2025-O-2698. The investment represents a long-term commitment to organizational efficiency, fiscal responsibility, and enhanced service delivery to the residents of Huber Heights.

Fiscal Impact

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

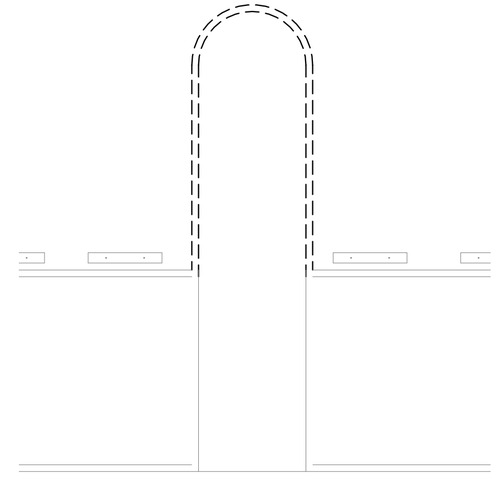
Attachments

Presentation
Resolution
Exhibit A



Site Plan

Scale: 1"=30'-0"



Demo at Employee Parking

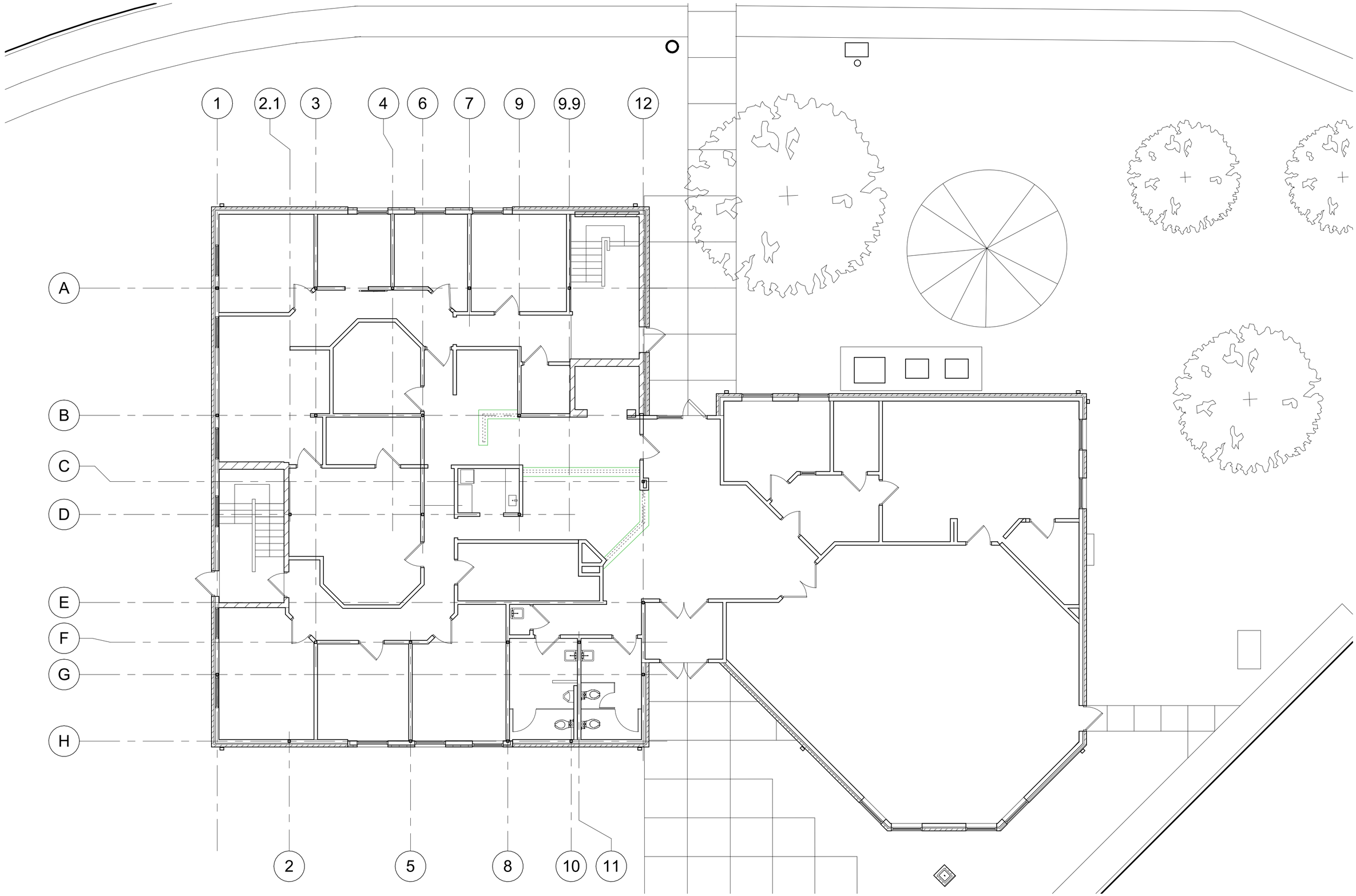
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May 27, 2025

City of Huber Heights

City Hall Renovation

App Architecture
creative focused design



First Floor Existing

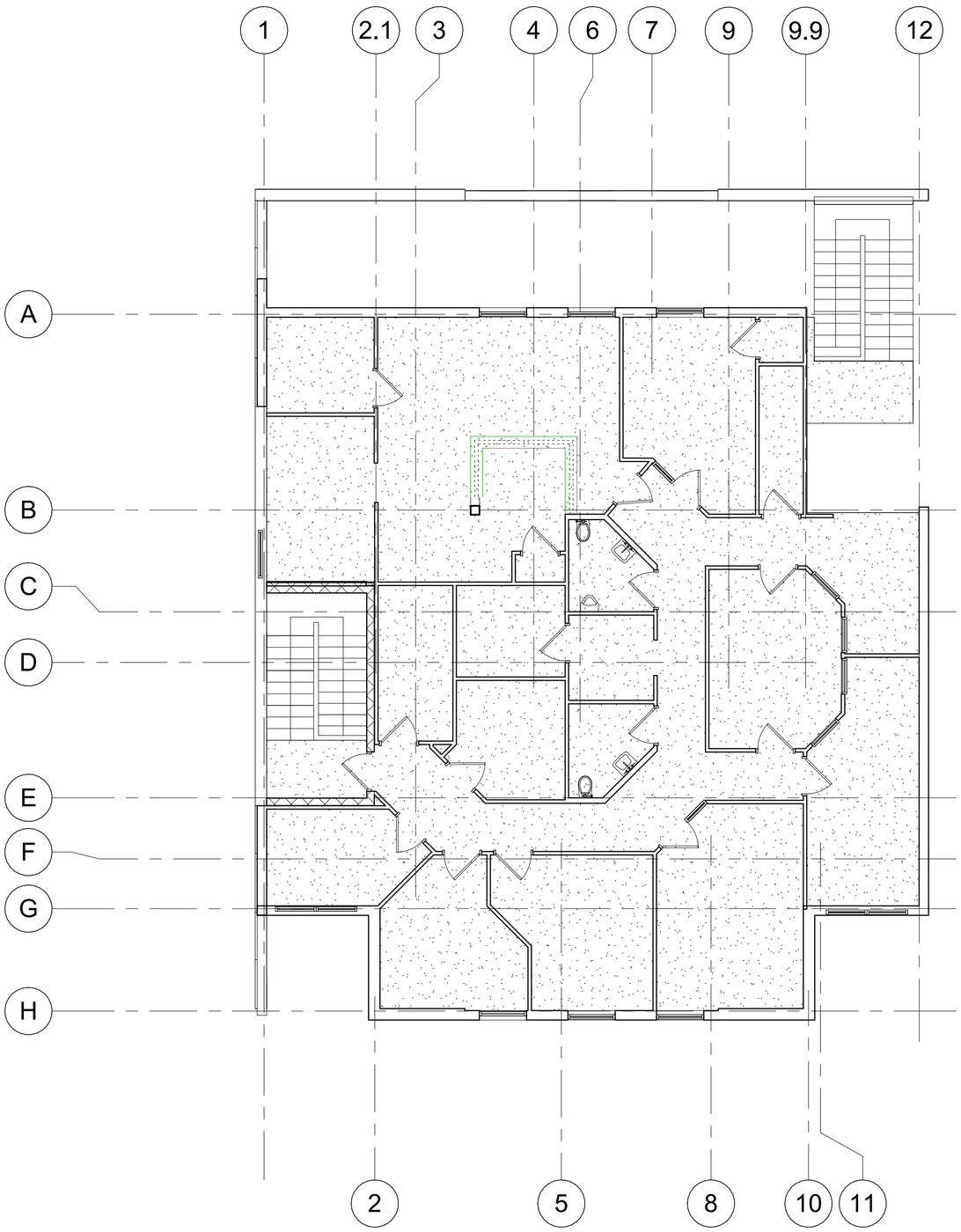
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May 27, 2025

City of Huber Heights

City Hall Renovation

App Architecture
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Second Floor Existing

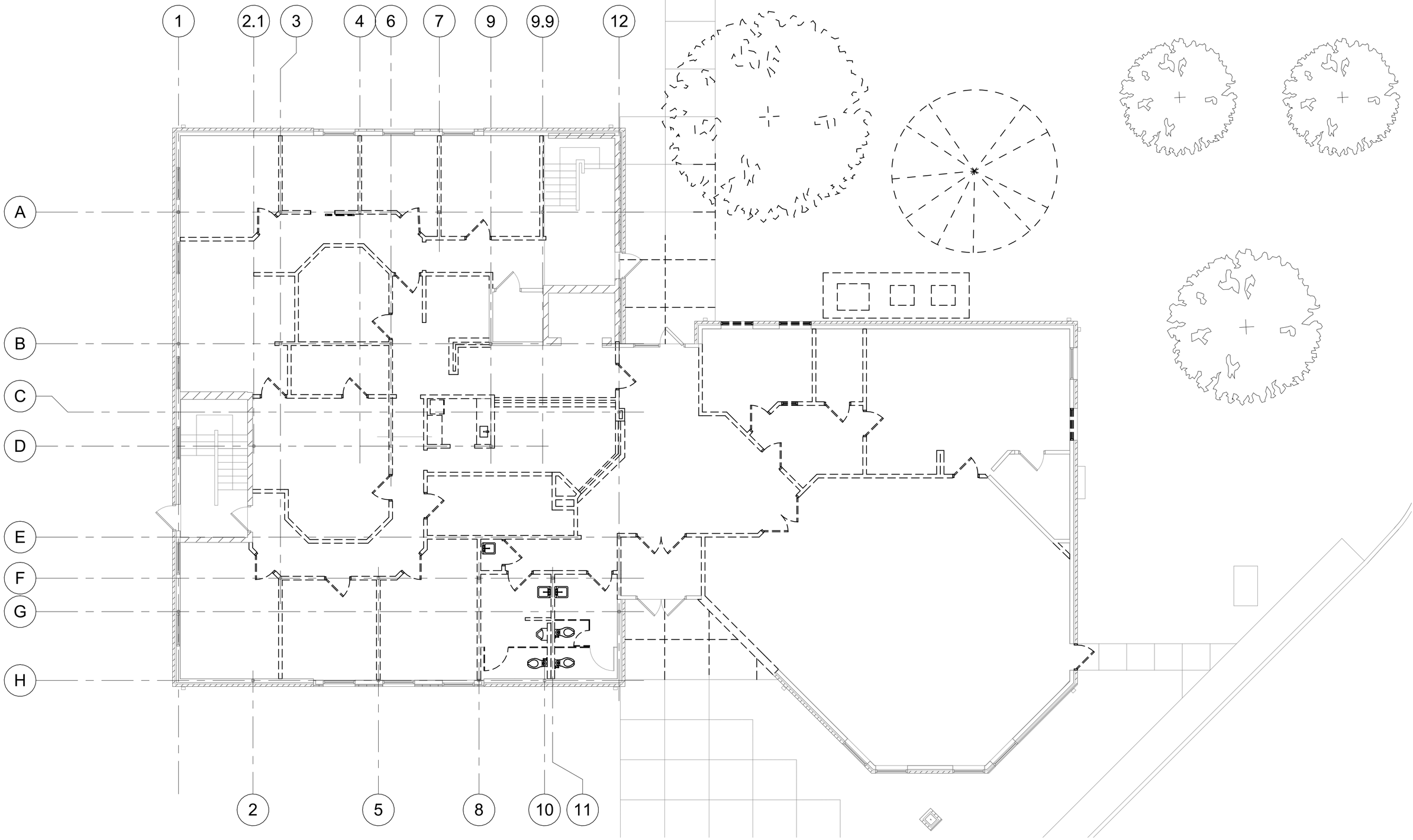
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May 27, 2025

City of Huber Heights

City Hall Renovation

App Architecture
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First Floor Demolition

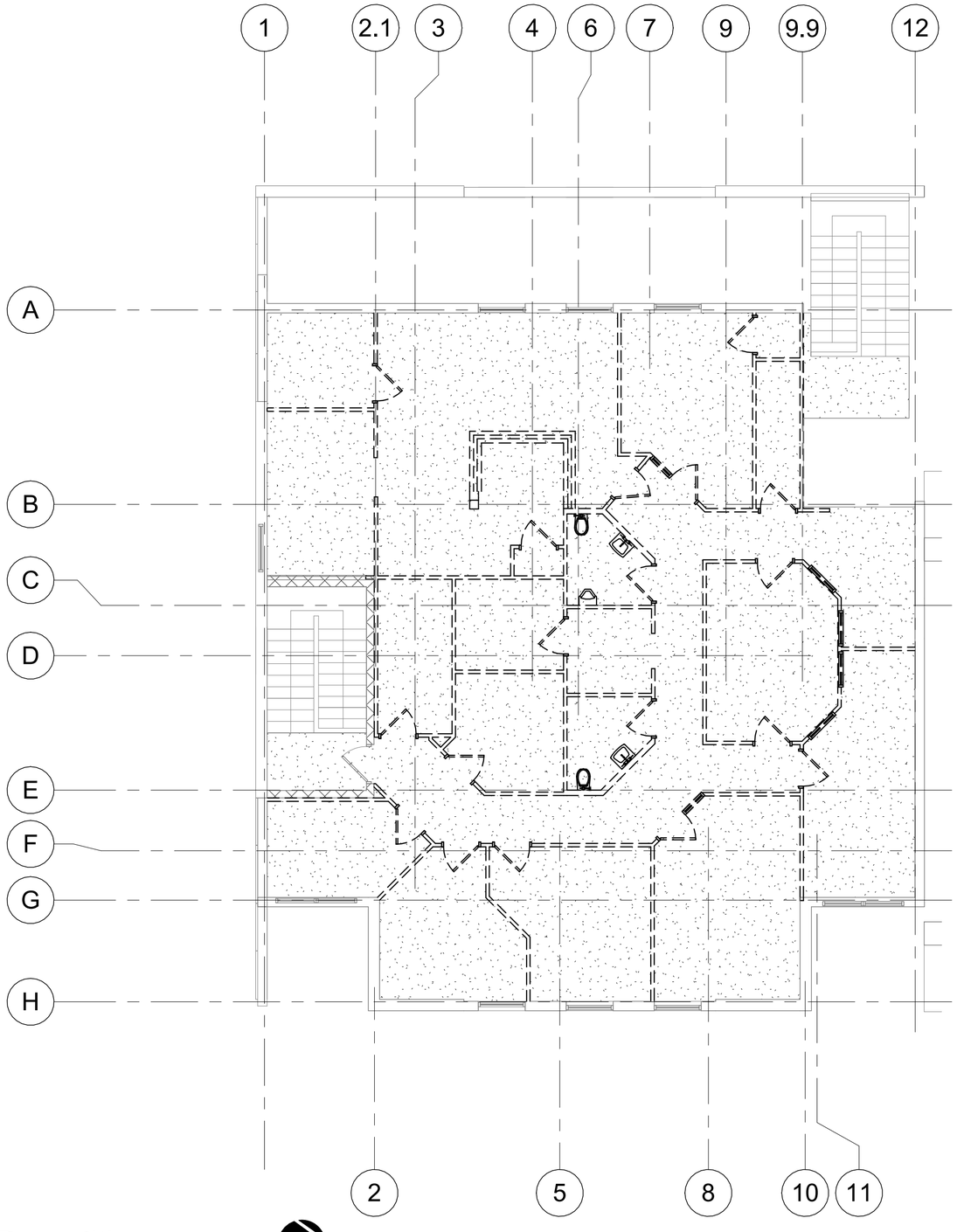
Scale: 1/8"=1'-0"

May 27, 2025

City of Huber Heights

Demolition First Floor

App Architecture
creative focused design



Second Floor Demolition Scale: 1/8"=1'-0"

May 27, 2025

City of Huber Heights

City Hall Renovation

App Architecture
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Department Legend

- Tax
- Water
- Copy
- File/Storage/Janitorial
- Kitchen
- Restroom
- Mechanical
- Vertical Circulation

First Floor New

Scale: 1/8"=1'-0"

May 27, 2025

City of Huber Heights

City Hall Renovation

App Architecture
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Second Floor New

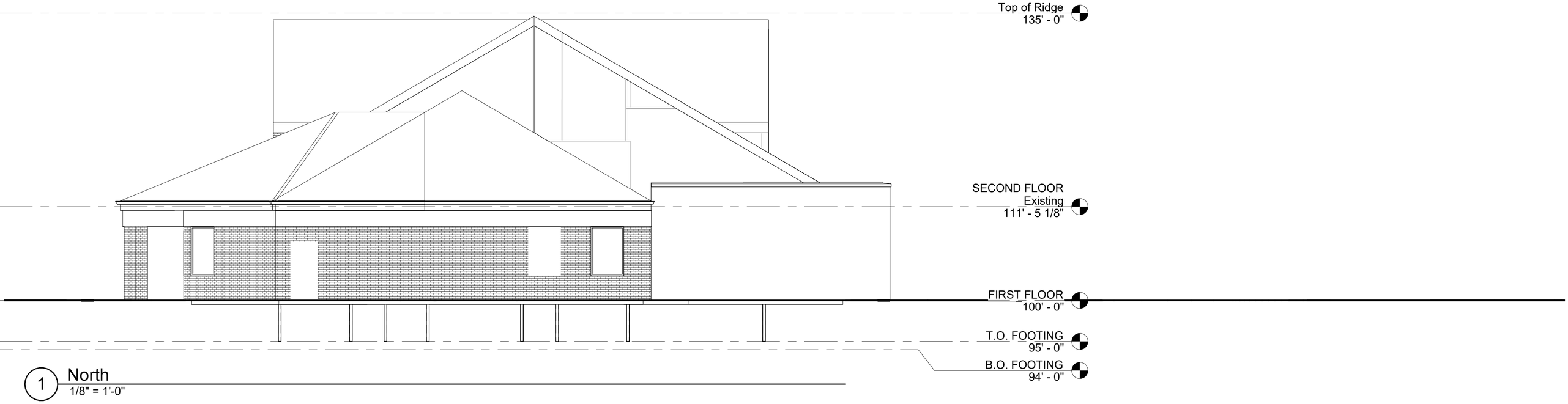
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May 27, 2025

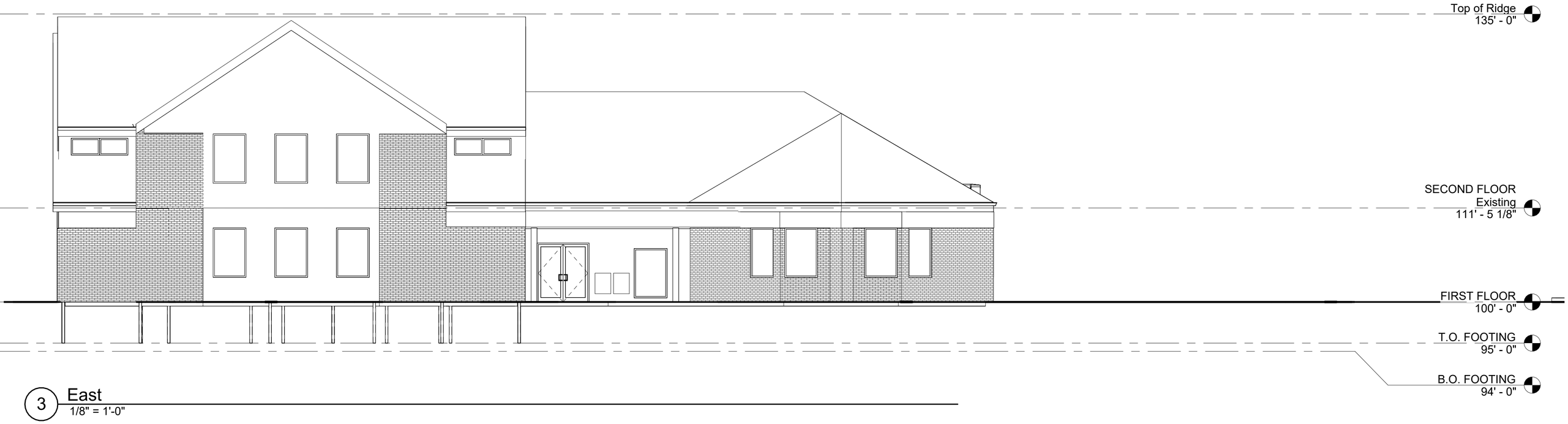
City of Huber Heights

City Hall Interior Renovation

App Architecture
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1 North
1/8" = 1'-0"



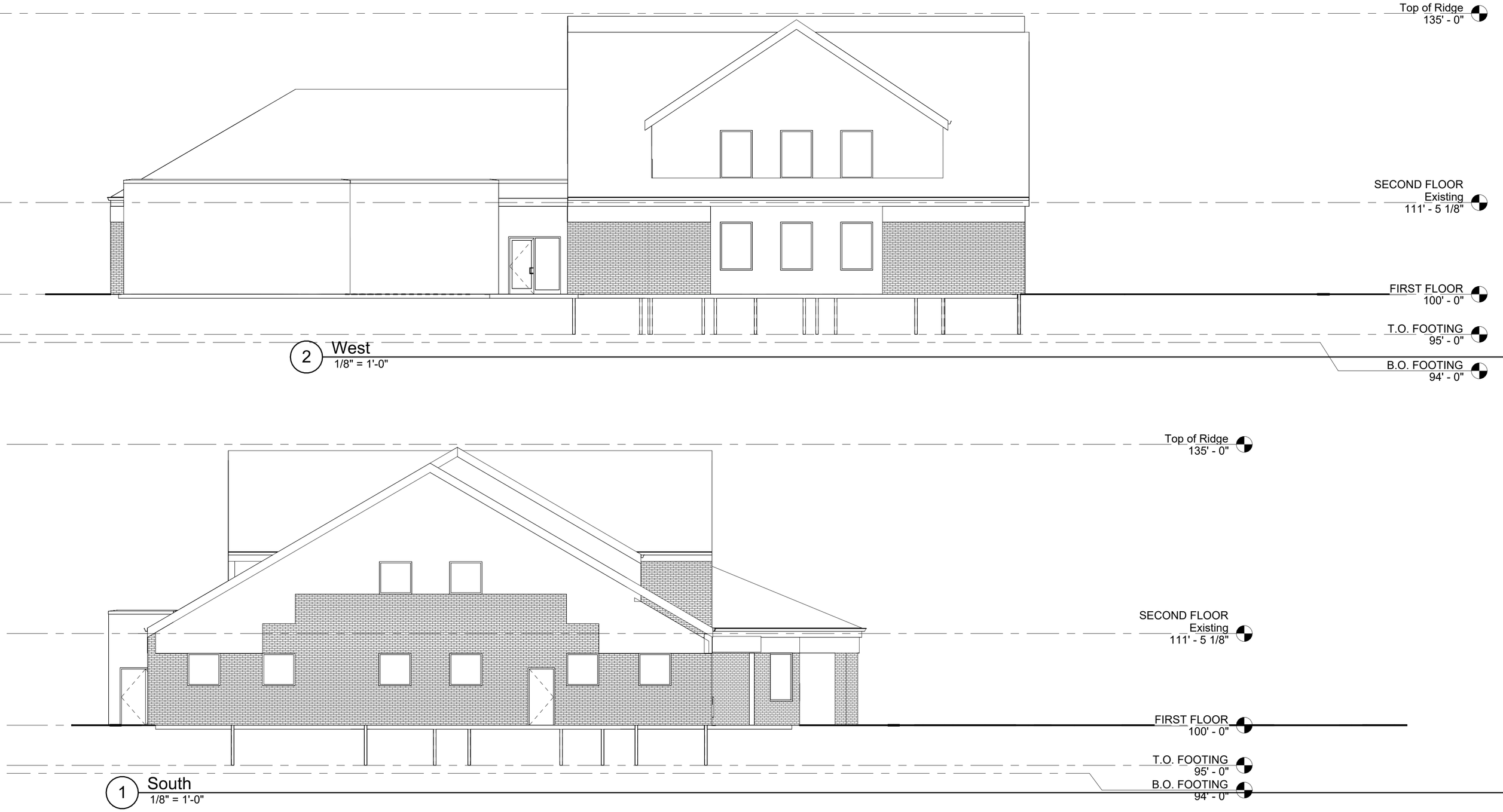
3 East
1/8" = 1'-0"

May 27, 2025

City of Huber Heights

Exterior Elevations

App Architecture
creative focused design



May 27, 2025

City of Huber Heights

Exterior Elevations

App Architecture
creative focused design



View 1


CITY OF HUBER HEIGHTS
DIVISION OF TAXATION
CITY OF HUBER HEIGHTS
DIVISION OF WATER & WASTEWATER

View 2


CITY OF HUBER HEIGHTS
DIVISION OF TAXATION
CITY OF HUBER HEIGHTS
DIVISION OF WATER & WASTEWATER
DROP BOX
DROP BOX

View 3

View 4



View 3



May 27, 2025

City of Huber Heights

Rendering

App Architecture
creative focused design

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL RENOVATION PROJECT.

WHEREAS, the City of Huber Heights is committed to improving its public facilities and providing a more efficient and functional space for city operations and community services; and

WHEREAS, the City has completed the programming and schematic design phase of the City Hall Renovation Project, and now desires to proceed with the design development, construction documents, and construction administration phases of the project; and

WHEREAS, this renovation will consolidate the Finance Department, the Tax Division, and the Water Division into a single, cohesive location within the current City Hall location to enhance operational efficiency and public service delivery; and

WHEREAS, with the new City Governance Center completion set for September, 2025, this renovation creates the opportunity to move the Tax Division and the Water Division from leased space into City-owned property, reducing long-term costs and optimizing use of municipal assets; and

WHEREAS, on May 15, 2025, through Ordinance No. 2025-O-2698, the City Council authorized the issuance and sale of notes in a maximum principal amount of $3,382,000.00, in anticipation of issuance of bonds, for the purpose of paying the cost of updating the existing City Hall facilities to house municipal offices and functions; and

WHEREAS, App Architecture has submitted a proposal, for professional design and construction administration services for the renovation and addition to City Hall located at 6131 Taylorsville Road, including architectural, engineering, and related services; and

WHEREAS, the City Council finds it in the best interest of the City to enter into an agreement with App Architecture in substantial form as attached hereto.

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 an agreement with App Architecture for professional design and construction administration services for the City Hall Renovation Project, in substantial accordance with the proposal dated May 2, 2025, attached hereto as Exhibit A, with any changes thereto not inconsistent with this Resolution and not substantially adverse to the City, and which shall be approved by the City Manager and the Law Director. The total cost of such services shall not exceed $350,000.00.

Section 2. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public 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

May 2, 2025

App Architecture
creative focused design

615 Woodside Drive, Englewood, Ohio 45322
T 937.836.8898 F 937.832.3696
www.app-arch.com

Mr. Alex Zaharieff
Assistant City Manager
City of Huber Heights
6131 Taylorsville Road
Huber Heights, OH 45424

Subject: City of Huber Heights City Hall Renovation
Professional Design and Construction Administration Services

Dear Mr. Zaharieff:

We sincerely appreciate the opportunity to present this fee proposal. With the completion of the programming / schematic design effort, the City of Huber Heights has requested a proposal to continue the project which entails design development through construction administration of the renovation and addition to the existing city hall located at 6131 Taylorsville Rd. It is anticipated that construction will be phased. During Phase 1, the 2nd floor will generally remain occupied until the first floor scope is substantially complete. Phase 2 shall include renovation of the 2nd floor.

Our scope of services will include architecture, interiors, civil, landscape, structural, electrical, mechanical and fire protection design. This proposal is based upon the Design Bid Build project delivery method where the project will bid publicly to multiple General Contractors. We propose to use the relevant American Institute of Architects (AIA) contract series including the General Conditions. Our services will further be defined to include the following:

Programming and Concept Phase: (Completed under separate agreement)

Schematic Design Phase: (Completed under separate agreement)

Design Development Phase:

- Kleingers Group will provide a limited topographic survey of the scope area.
- Create Room Data Sheets for every new room or space and confirm requirements of the existing spaces.
- Perform an Ohio Building Code analysis of the proposed design based on the 2024 Ohio Building Code requirements.
- Coordinate the work of our consultants (listed below).
- Prepare a Design Development package of drawings and outline specifications for review and approval by the Owner. A combination of in-person and virtual progress meetings will be held as needed to discuss specific aspects of the design with various entities such as IT, equipment needs, door hardware, security, etc.
- Provide Interior Design services to select interior finishes and colors.
- Create a Virtual Reality walk-through experience including all interior finishes, lighting, furniture and equipment. This session will occur at an appropriate location as determined by the Owner during a normal business workday and be open for all participants as selected by the Owner.
- Produce up to (8) still image interior renderings from the VR model and (2) renderings of the building exterior.
- App Architecture will prepare a Design Development level opinion of probable cost of construction using the quantity take-off method.

Construction Documents Phase:

- Coordinate the requirements for data and communications with the city. It is understood that the City of Huber Heights will provide in-house design and specification consultation to assist our electrical engineering consultant (Nauman & Zelinski) with technology.
- Prepare Construction Documents sufficient for building and zoning permit submission and competitive public bidding. Virtual and/or in person progress meetings will be held as needed to discuss specific final details of the design with various entities such as IT, equipment needs, door hardware and security, etc.
- Prepare a final Opinion of Probable Cost of Construction to be used as the "engineer's estimate" during the public bidding process.
- Assist City of Huber Heights with the bidding process, answering bidding questions and issuing addenda and clarifications.
- Submit Construction Documents to the City of Huber Heights for zoning permit review and Montgomery County for building permit review and answer any questions related to these reviews.
- Assist the City of Huber Heights with procuring both a third-party geotechnical engineering company for construction testing and building code required special inspections (if required).
- Attend City Council meetings as required.

Construction Administration Phase:

- Construction Administration Services during construction include bi-weekly site visits and job progress meetings, reviewing shop drawings, answering contractor questions, preparing field reports, photographing the progress of the work, and preparing punch lists covering the work of all trades. Twenty (24) site visits are included and will occur on a bi-weekly basis. The number of site visits is based upon a 12-month construction schedule. Additional site visits required due to unforeseen circumstances or requested by the City of Huber Heights will be billed at an additional cost of $650 per visit.
- Preparation of Record Drawings which will be delivered in PDF format once construction is completed.

Fire Protection, Plumbing, Mechanical, and Electrical Scope of work (integrated within the phases above):

Fire Protection

- Re-work existing fire service line to allow for new addition. The new fire riser will be located in the new mechanical room addition.

Plumbing

- Provide new fixtures in renovated areas
- Revise existing cold water piping to serve new fixtures
- Provide two new water heaters, one for each floor, with looped hot water piping to all new fixtures.

Mechanical

- Remove existing split system HVAC equipment and all ductwork.
- Provide new central station VAV air handling unit to serve the entire building.
- Provide new hot water boilers
- Provide new VAV reheat terminal units.
- Provide all new supply and return ductwork.
- Provide new DDC HVAC systems controls.

Electrical

- The existing 120/208v 3ph service will remain
- Provide new interior power distribution panels

- Provide power distribution to all new loads.
- Provide new LED lighting throughout the facility.
- No emergency generator. All required emergency fixtures will be battery backup type.
- Expand/modify the existing fire alarm system
- Provide pathways only for data access control systems and security

Proposed fees:

Lump Sum Design Fee: **$ 325,273**

Additional Services:

Furniture Design & Procurement: **$12,000**
Stormwater Detention Analysis (if req'd by jurisdiction): **$5,500 ***
(* Detention and water quality analysis / report are not anticipated given the additional impervious area will be minimal.)

Reimbursable expenses and approved additional services will be invoiced as follows:

Principals, Professional and Technical	Standard Hourly Rates
Outside Consultants	As Invoiced to this firm x 1.1
Reimbursables (i.e. printing and plan review fees)	As Invoiced to this firm x 1.05

An estimated reimbursable expense allowance for budgeting purposes is **$1,700** and is not included in the Lump Sum Design Fee above.

Proposed project team:

City of Huber Heights	Owner and User Group
Owner's Consultant	Technology (Data & Communications)
App Architecture	Architecture and Interior Design
Nauman & Zelinski, LLC	Mechanical, Electrical, Fire Prot. & Plumbing Design
L2 Engineering	Structural Engineering
Kleingers Group	Civil Engineering & Surveying
Yellow Springs Design	Landscape Design

We maintain professional liability insurance, and hereby add the following: "To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for Client damages to the Design Professional's total fee for services. This limitation shall apply regardless of the cause of action or legal theory asserted."

Thank you again for this opportunity to serve the City of Huber Heights. Please contact us if you have any questions or need additional information.

Very truly yours,



Timothy J. Bement AIA, LEED AP BD&C
Principal