



**CITY OF HUBER HEIGHTS
STATE OF OHIO**

City Council Work Session

**August 4, 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. July 22, 2025
3. **Work Session Topics Of Discussion**
 - A. City Manager Report
 - B. Citizens Water And Sewer Advisory Board Update
 - C. Leaf Collection Vacuum Truck Purchase
 - D. Supplemental Appropriations
 - E. Advances/Transfers - Finance Department
 - F. Case BDP 25-16 - Rockford Homes - Rezoning/Basic Development Plan - 4460 Fishburg Road

G. Electric Governmental Aggregation - Plan Of Operation And Governance

H. Zoning Code Update - Solicit Bids/Award Contract

I. Petition - Conformance Of Boundaries/Annexation Agreement - Bethel Township

4. **Adjournment**

AI-11016

Topics Of Discussion A.

Council Work Session

Meeting Date: 08/04/2025

City Manager Report

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work **Date(s) of Committee Review:** 08/04/2025
Session

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-11023

Topics Of Discussion **B.**

Council Work Session

Meeting Date: 08/04/2025

Citizens Water And Sewer Advisory Board Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/04/2025

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

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

Agenda Item Description or Legislation Title

Citizens Water And Sewer Advisory Board Update

Purpose and Background

Representatives of the Citizens Water and Sewer Advisory Board will give an update presentation on the activities and work of the Citizens Water and Sewer Advisory Board (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-11009

Topics Of Discussion C.

Council Work Session

Meeting Date: 08/04/2025

Leaf Collection Vacuum Truck Purchase

Submitted By: Linda Garrett

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session

Audio-Visual Needs: None

Emergency Legislation?: No

Division: Public Works

Date(s) of Committee Review: 08/04/2025

Legal Review: Not Needed

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

Agenda Item Description or Legislation Title

Leaf Collection Vacuum Truck Purchase

Purpose and Background

This legislation is to authorize the purchase of a leaf collection vacuum truck for the Public Works Division.

Fiscal Impact

Source of Funds: Public Works Division Budget

Cost: \$232,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Sales Proposal

Resolution



SALES PROPOSAL

Provided by Best Equipment Company, Inc.

Experts in Municipal and Contractor Environmental Equipment Since 1917

Proudly Serving Indiana, Ohio, Kentucky, and Michigan

Prepared Especially For
Huber Heights, OH

Mike Gray
Public Works Manager

Prepared By
George Luce
Western Ohio Sales

Document ID	Prepared For	Prepared On	Pricing Valid Through
O - 25-0577 Q - 00002525 Please Reference Document ID Purchase Orders	Huber Heights, OH	6/19/2025	14 Days

Procurement	Payment Terms	FOB
Sourcewell, Old Dominion Brush: #031121-ODB	Invoice	Huber Heights, OH

Product	Unit Price	Quantity	Total
New Equipment ODB Non CDL DCL 500SM Isuzu NRR MAKE: ODB MODEL: DCL500SM16 (NON-CDL) BODY SERIAL #: 0624-7336199 STEER: DUAL CHASSIS INFORMATION MANUFACTURER: ISUZU MODEL YEAR: 2024 MODEL: NRR ENGINE SERIES: V-SHAPED 8-CYL. 6.6 L FUEL TYPE: GAS DRIVE LINE TYPE: 4X2 BRAKE SYSTEM: HYDRAULIC VIN: R01409	\$221,274.62	1.00	\$221,274.62
Subtotal			\$221,274.62
Grand Total			\$221,274.62

Agreement

Sign below to accept and agree to this sales proposal and all terms and conditions. Any changes to this agreement must be done so in writing. This agreement is binding. By signing, you agree that you are authorized to execute this contract.

SignatureTitleDate

Notes

New equipment includes pre-delivery inspection, delivery to customer site, and basic operational and maintenance training. Standard Manufacturer’s warranty applies. Warranty Statements are available upon request.

BestCare

Need a plan to take care of your investment? BestCare is Best Equipment Company’s preventative maintenance program, offering you customized plans to properly maintain and extend the life of your equipment. Email us at bestcare@bestequipmentco.com to learn more.

Terms and Conditions

Quotation
This document is provided for quotation purposes only and does not constitute an invoice. Do not remit payment based on this quotation. A final invoice will be prepared and sent, reflecting the total amount due at the time of billing.

Taxes
Applicable sales taxes are not included in this quotation unless specifically noted. Tax estimates may be provided upon request and are deemed reliable but not guaranteed. Exact taxes will be calculated and applied at the time of invoicing.

Order Cancellation
All order cancellations must be submitted in writing and are subject to the following terms:
Inventory Units: Cancellations of in-stock units may be subject to a cancellation fee of up to 10% of the total purchase price to cover administrative, restocking, and holding costs.
Custom and Customer-Ordered Units: Orders for custom-built or factory-ordered equipment are non-cancellable once submitted to the manufacturer. If a cancellation is requested and approved, a cancellation fee of up to 25% of the total purchase price may apply, based on production status, supplier penalties, and costs incurred.

Payment Terms
Payment is due in full upon invoicing unless alternate terms have been agreed to in writing by both the Buyer and Seller. All contractors are subject to COD (Cash on Delivery) terms unless otherwise approved in advance.

Delivery
Delivery dates provided are estimations only and are not guaranteed. Best Equipment Company, Inc. shall not be held liable for any loss of time, revenue, or other consequential damages due to delays in delivery. Title and risk of loss transfer to the Buyer upon delivery and unloading of equipment, as acknowledged by signature on this sales proposal or delivery confirmation. Due to continued volatility in global markets and supply chain constraints lead times are subject to change.

Unforeseen Costs and Price Adjustments
Prices quoted are based on current costs and market conditions at the time of proposal. In the event of unforeseen cost increases beyond our control—including but not limited to tariffs, surcharges, manufacturer-imposed price changes, or freight increases—Best Equipment Company, Inc. reserves the right to adjust the final purchase price accordingly. Such adjustments will be communicated in writing and applied proportionally to the affected goods or services.

Financing
If the Buyer is seeking financing, arrangements must be secured and executed in a timely manner. Delays in securing financing may result in cancellation of the agreement or reallocation of inventory.

Dispute Resolution
Any dispute arising from or related to the execution of this order shall first be addressed through good faith negotiations between the Parties. If such negotiations do not resolve the dispute within thirty (30) days, the Parties agree to submit the matter to mediation before a mutually selected neutral mediator. Mediation shall occur within forty-five (45) days of mediator selection. The Parties shall share equally in the cost of mediation. All rights, remedies, and defenses of the Parties are preserved should mediation prove unsuccessful. During any dispute resolution process, both Parties shall continue to perform their obligations to the extent practicable.

Limitation of Liability
Best Equipment Company, Inc.'s liability in connection with the sale of equipment shall not exceed the purchase price of the goods. Under no circumstances shall the Seller be liable for incidental, consequential, or special damages, including lost profits or business interruption.

Governing Law
This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any disputes shall be resolved in the appropriate state or federal court located within Marion County, Indiana.

Entire Agreement
This quotation and its terms constitute the entire agreement between the Buyer and Seller regarding the goods and services described herein and supersede all prior or contemporaneous understandings, whether written or oral. Modifications must be in writing and signed by both parties.

V04042025



BEST EQUIPMENT COMPANY
5550 POINDEXTER DRIVE
INDIANAPOLIS, IN 46235

HUBER HEIGHTS

OHIO
Sourcewell #

6/19/2025

Sourcewell Contract # **112624-ODB**

SKU#	DEALER STOCK S/N:7336199	
DCL500SM16	X-TREME VAC BY ODB MODEL DCL500SM16 DEALER STOCK	\$
STOCK	SOURCEWELL DISCOUNT 4%	\$
	3 Axis Hose Boom w/ Proportional In Cab controls	
	Cab mounted engine controls and gauges	
	Belt drive is always engaged (Direct belt drive)	
	12V DC hydraulic pump powered by truck's alternator/battery	
	2 speed electronic remote throttle	
	16 cubic yard hopper capacity	
	Rear Back Up Camera with 5.6" Color Screen	
	Front light bar amber strobe	
	Manual dump hand valve, outside of cab	
	Eco mode standard - engineered for a green planet system	
	Underbody type hoist that dumps to 52 degrees and is power up/down	
	LED type DOT lights	
	Manual side hinge hopper door, street side hinged	
	Passenger side ODBII dash display	
	2" Hitch Receiver	
2485XZ	Isuzu Gas chasis, 19,500 lb. GVWR	
4000XZ	Body Install Fee - Chassis	
500SKIDSM-PSI	78 HP PSI Gas Skid Direct Drive	
70OPT	QTY (2) 11ga perf screens	
72OPT	LED Traffic directional light bar mounted on rear door	
106OPT	Paint, Special: White enamel replaced by color - Bahama Blue	
ISUZURHSTR	Isuzu NRR Right Hand Steer Install	

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

AUTHORIZING THE CITY MANAGER TO PURCHASE LEAF COLLECTION VACUUM AND APPURTENANT EQUIPMENT THERETO FOR THE PUBLIC WORKS DIVISION AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, the City of Huber Heights Public Works Division recognizes its obligation and need to safely maintain City properties and for efficient operations; and

WHEREAS, pricing for an ODB X-TREME VAC (Model: ODB DCL500SM16) meeting the specifications of the Public Works Division is available through the 2025 Sourcewell Contract #112624 - ODB through Best Equipment Company, Inc., 5550 Poindexter Drive, Indianapolis, IN 46235; and

WHEREAS, the funds the to purchase this equipment are available within the Public Works Division capital funds for Fiscal Year 2025.

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

Section 1. In accordance with Section 171.09 of the Huber Heights Codified Ordinances, Council hereby waives the requirements to formally bid the purchase of one (1) ODB X-TREME VAC (Model: ODB DCL500SM16); and in accordance with Section 171.12(a)(1) of the Huber Heights Codified Ordinances, Council hereby waives the requirements to formally bid the purchase of one (1) ODB X-TREME VAC (Model: ODB DCL500SM16).

Section 2. The City Manager is hereby authorized to purchase one (1) ODB X-TREME VAC (Model: ODB DCL500SM16) and appurtenant equipment thereto for the Public Works Division with Best Equipment Company, Inc., 5550 Poindexter Drive, Indianapolis, IN for Fiscal Year 2025 in an amount not to exceed \$232,000.00.

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-11021

Topics Of Discussion D.

Council Work Session

Meeting Date: 08/04/2025

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: 08/04/2025

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:

- \$275,000 return of advance from the ED/GE Capital Improvement Fund to the General Fund for the PVS Plastics project.
- \$100,000 advance from the General Fund to the ED/GE Capital Improvement Fund for pre-funding the K.E. Rose expansion project.
- \$100,000 return of the previous advance for the K.E. Rose project.
- \$8,200 (portions from several funds) for the vacation payout for a former Finance Department employee.
- \$13,500 additional for utilities for the Public Works Department expense accounts.
- \$7,000 for County collection expenses for the Montgomery County Central TIF.
- \$88,071.32 transfer from the OneOhio Opioid Settlement Fund to the Police Fund to reimburse opioid related expenses in the Police Department (matches increased proceeds received).
- \$111,500 (portions in 3 different funds) additional for issuance costs of the notes issued in June.
- \$135,000 for replacing pumps at 2 sanitary lift stations.

Fiscal Impact

Source of Funds: Various Funds

Cost: \$275,200

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

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

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. Authorization is hereby given to transfer and advance certain monies up to amounts not exceeding those shown and for the purposes cited in Exhibit A, and such authorization applies to any and all such transfers and advances necessary and effected after January 1, 2025.

Section 2. Ordinance No. 2024-O-2676 is hereby amended as shown in Exhibit B of this Ordinance.

Section 3. 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 4. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

<i>Transfer:</i>			
<u><i>Amount</i></u>	<u><i>Fund From</i></u>	<u><i>Fund To</i></u>	<u><i>Purpose</i></u>
\$88,071.32	280 OneOhio Opioid Grant	209 Police	Reimburse Police opioid expenses
<i>Advances:</i>			
<u><i>Amount</i></u>	<u><i>Fund From</i></u>	<u><i>Fund To</i></u>	<u><i>Purpose</i></u>
\$275,000.00	427 ED/GE Grant	101 General	Return advance for PVS Plastics grant
\$100,000.00	101 General	427 ED/GE Grant	Prefund K.E. Rose expansion project
\$100,000.00	427 ED/GE Grant	101 General	Return advance for K.E. Rose grant

EXHIBIT B

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

- 1) Section 1 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 101 General Fund, as follows:
 - a. Subsection k) Accounting, Personnel of \$3,360.00
 - b. Subsection r) Non-Departmental, Advances of \$100,000.00
- 2) Section 2 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 202 Motor Vehicle Fund, as follows:
 - a. Subsection a) Streets, Operations and Capital of \$13,500.00
- 3) Section 14 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 226 Local Street Operating Fund, as follows:
 - a. Subsection e) Finance, Personnel of \$760.00
- 4) Section 21 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 246 Montgomery County Central TIF Fund, as follows:
 - a. Subsection a) Finance, Operations and Capital of \$7,000.00.
- 5) Section 29 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 280 OneOhio Opioid Settlement Fund, as follows:
 - a. Subsection b) Non-Departmental, Transfers of \$88,071.32.
- 6) Section 35 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 410 Transformative Economic Development Fund, as follows:
 - a. Subsection b) Non-Departmental, Debt Service of \$26,000.00.
- 7) Section 37 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 427 ED/GE Capital Improvement Fund, as follows:
 - a. Subsection b) Non-Departmental, Advances of \$375,000.00.
- 8) Section 43 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 454 Carriage Trails Infrastructure Fund, as follows:
 - a. Subsection b) Non-Departmental, Debt Service of \$33,000.00.
- 9) Section 44 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 501 Water Fund, as follows:
 - a. Subsection d) Finance, Personnel of \$2,040.00.
- 10) Section 46 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 504 Water Utility Reserve Fund, as follows:
 - a. Subsection b) Non-Departmental, Debt Service of \$52,500.00.
- 11) Section 49 of Ordinance No. 2024-O-2676 is hereby amended to reflect an increase in the appropriations of the 551 Sewer Fund, as follows:
 - a. Subsection a) Engineering, Operations and Capital of \$135,000.00.
 - b. Subsection c) Finance, Personnel of \$2,040.00

General Fund	\$103,360.00
Motor Vehicle Fund	\$13,500.00
Local Street Operating Fund	\$760.00
Montgomery County Central TIF Fund	\$7,000.00
OneOhio Opioid Settlement Fund	\$88,071.32
Transformative Economic Dev. Fund	\$26,000.00
ED/GE Capital Improvement Fund	\$375,000.00
Carriage Trails Infrastructure Fund	\$33,000.00
Water Fund	\$2,040.00
Water Utility Reserve Fund	\$52,500.00
Sewer Fund	\$137,040.00

AI-11019

Topics Of Discussion E.

Council Work Session

Meeting Date: 08/04/2025

Advances/Transfers - Finance Department

Submitted By: Jim Bell

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

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/04/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: Yes

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

Agenda Item Description or Legislation Title

Advances/Transfers - Finance Department

Purpose and Background

An advance was made from the General Fund to the Issue 2 Fund for initial financing for the Fishburg Road Widening Project prior to the receipt of a grant. The Issue 2 grant did not reimburse all of the costs of that completed project. The Director Of Finance recommends that the portion of the advance that was not reimbursed, be now classified as a permanent transfer. The remaining amount of \$2,093.90 should now be classified as a transfer from the General Fund to the Issue 2 Fund. This legislation, if approved, will make that correction so that those monies will not be expected to be returned to the General Fund. The Director Of Finance requests that the second reading of the legislation be waived and that this legislation be adopted as emergency legislation at the August 11, 2025 City Council Meeting.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

AUTHORIZING A ONE-TIME TRANSFER OF MONIES FROM THE GENERAL FUND TO DOCUMENT AN ADVANCE PREVIOUSLY MADE TO THE ISSUE 2 FUND, AND DECLARING AN EMERGENCY.

WHEREAS, an advance was made from the General Fund to prefund the Fishburg Road Widening Project, but the grant received did not reimburse all of the costs on that completed project; and

WHEREAS, the auditing firm of Plattenburg & Associates requires documentation of previously made advances to be authorized as transfers; and

WHEREAS, this Ordinance serves to satisfy the auditors’ requirements.

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

Section 1. The Director of Finance is authorized to document the previous advance listed below as a transfer as follows:

General Fund (101) to Issue 2 Fund (421)	\$2,093.90
--	------------

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 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 there is a need to immediately make adjustments to transfers and advances to satisfy the auditors’ requirements; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

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

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-11007

Topics Of Discussion F.

Council Work Session

Meeting Date: 08/04/2025

Case BDP 25-16 - Rockford Homes - Rezoning/Basic Development Plan - 4460 Fishburg Road

Submitted By: Geri Hoskins

Department: Assistant City Manager - Public Services

Division: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/04/2025

Audio-Visual Needs: SmartBoard

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Case BDP 25-16 - Rockford Homes - Rezoning/Basic Development Plan - 4460 Fishburg Road

Purpose and Background

The applicant, Rockford Homes, is requesting approval of a Rezoning from Residence District (R1) to Planned Residential District (PR) and a Basic Development Plan for a 104-lot subdivision development on approximately 38.88 acres (Case BDP 25-16).

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

Elevations

Floor Plan Brochure

Fire Assessment

Staff Report

Decision Record

Minutes

Ordinance

OWNER
MELISSA BUCKLEY & WAYNE FORGAN JR
7797 S BROWN SCHOOL RD
VANDALIA, OH 45377

ENGINEER:
CESO, INC.
2800 CORPORATE EXCHANGE DRIVE
SUITE 400
COLUMBUS, OH 43231
PHONE: (614) 794-7080
CONTACT: JON BUCHANAN
EMAIL: JON.BUCHANAN@CESOINC.COM

<u>SITE DATA:</u>	
EX ZONING:	R-1
PROPOSED ZONING:	PR
TOTAL ACREAGE:	38.88 AC
50' LOT COUNT:	30 LOTS
60' LOT COUNT:	74 LOTS
PROPOSED DENSITY:	2.67 DUA
OPEN SPACE:	13.83 AC (36.4%)
PROPOSED STREET LENGTH:	3698 LF
PROPOSED RIGHT OF WAY:	4.50 AC (11.9%)

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	EXISTING CONDITIONS
3	SITE PLAN
4	UTILITY PLAN
5-6	GRADING PLAN
7	PRE-DEVELOPED TRIBUTARY MAP
8	POST-DEVELOPED TRIBUTARY MAP

BM "A":
CUT "X" ON EAST BOLT OF FIRE HYDRANT BEING APPROX. 200 FEET WEST OF CHURCHILL DOWNS
PL. AND APPROX. 15 FEET NORTH OF FISHBURG RD.
ELEV.=847.10'

BM "B":
BENCH-TIE SET ON SOUTH FACE OF UTILITY POLE BEING THE 3RD POLE WEST OF CHURCHILL
DOWNS PL AND APPROX. 20 FEET NORTH OF FISHBURG RD.
ELEV=838.09'

BM "C":
BENCH-TIE SET ON SOUTH FACE OF UTILITY POLE BEING APPROX. 10 FEET WEST OF ASPHALT DRIVEWAY FOR 4550 FISHBURG RD AND 20 FEET NORTH OF FISHBURG RD.
ELEV=835.16'

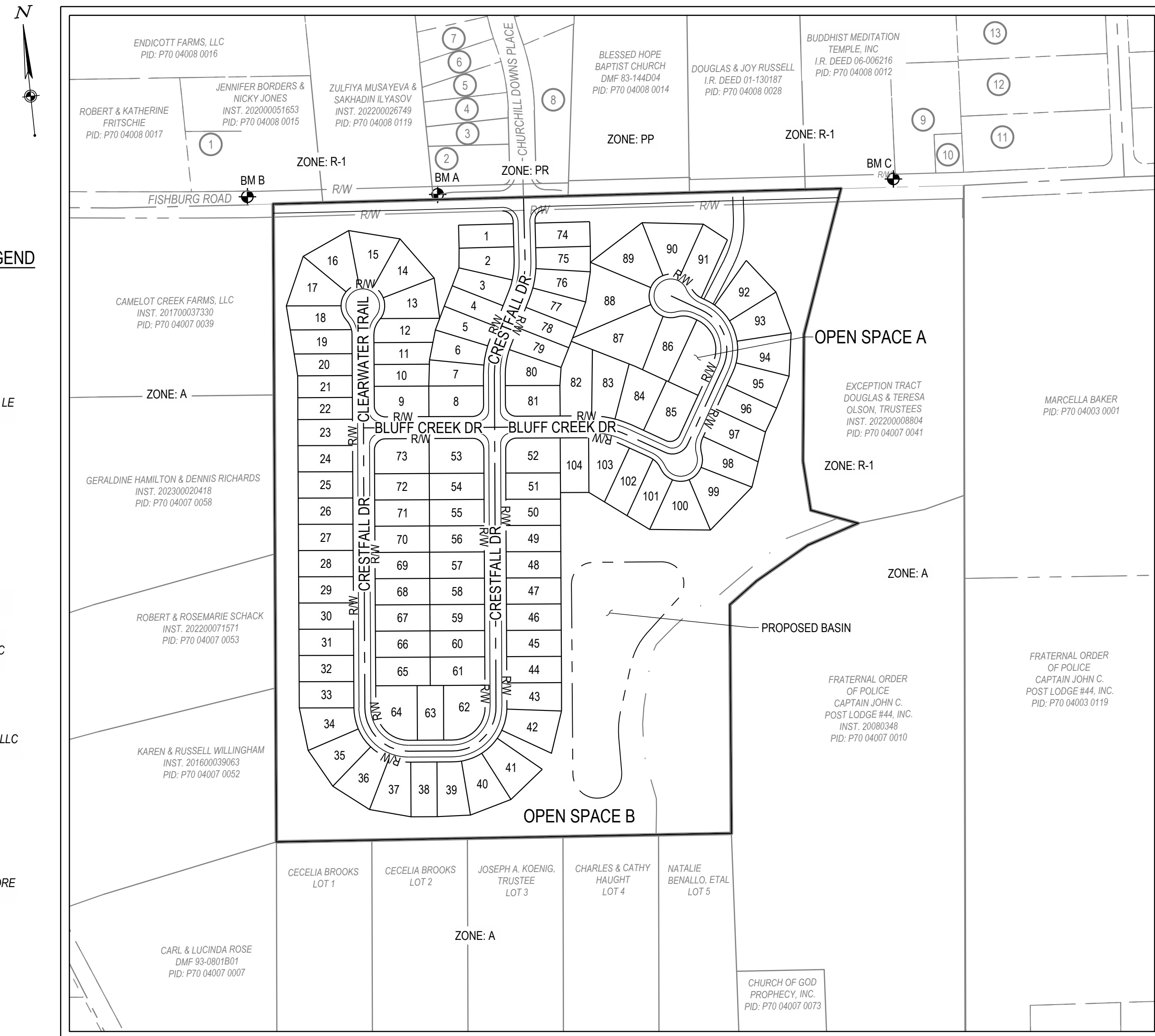
HORIZONTAL DATUM:
OHIO STATE PLANE COORDINATES SYSTEM, NORTH ZONE, NAD83 (2011), DETERMINED BY GPS
OBSERVATIONS
VERTICAL DATUM:
NAVD88 PER BENCHMARKS AND CONTROL AS SHOWN ON FISHBURG BASIC DEVELOPMENT PLAN.

UTILITY DISCLAIMER:
THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES LOCATED HERE ON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES LOCATED ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

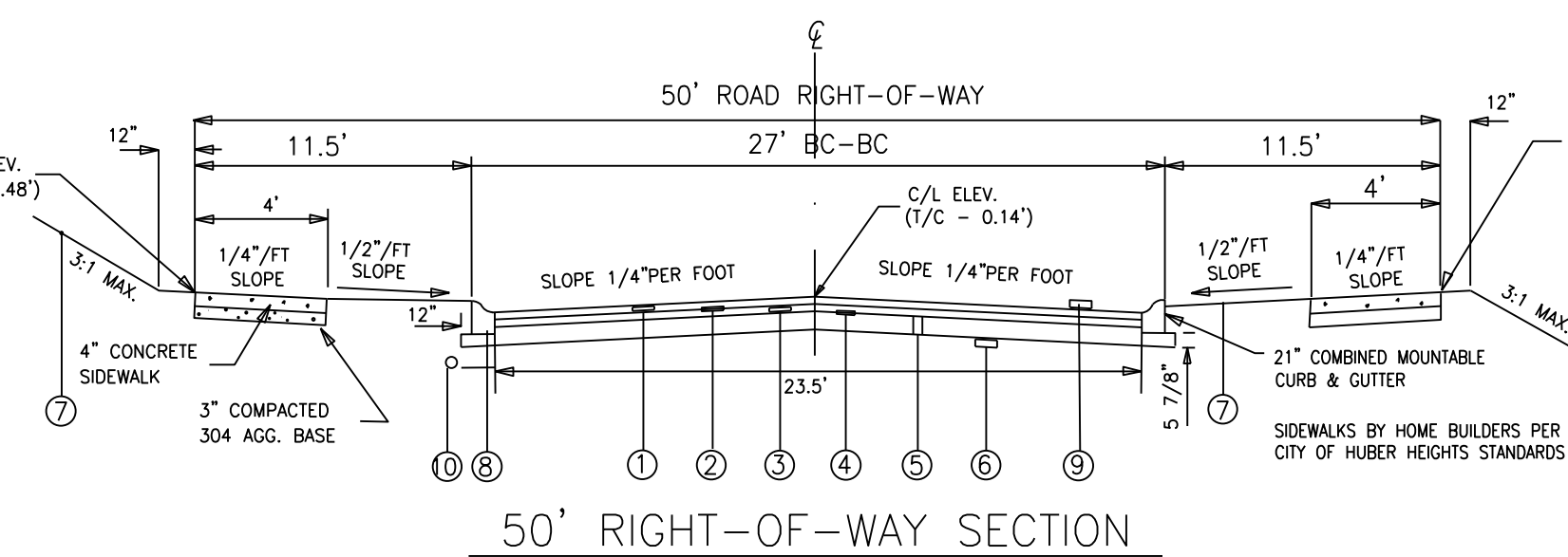
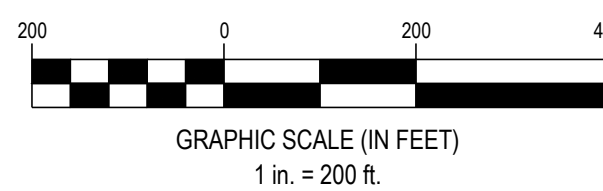
DATE OF FIELD SURVEY: MAY 2025

THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SHOWS THAT THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS ZONE X. ZONE X IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM); MONTGOMERY COUNTY, OHIO. 39113C0159E. EFFECTIVE DATE: JANUARY 6, 2005.

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



INDEX MAP

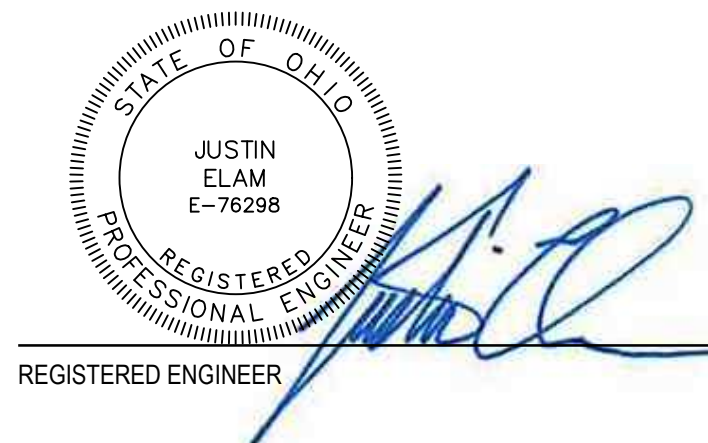
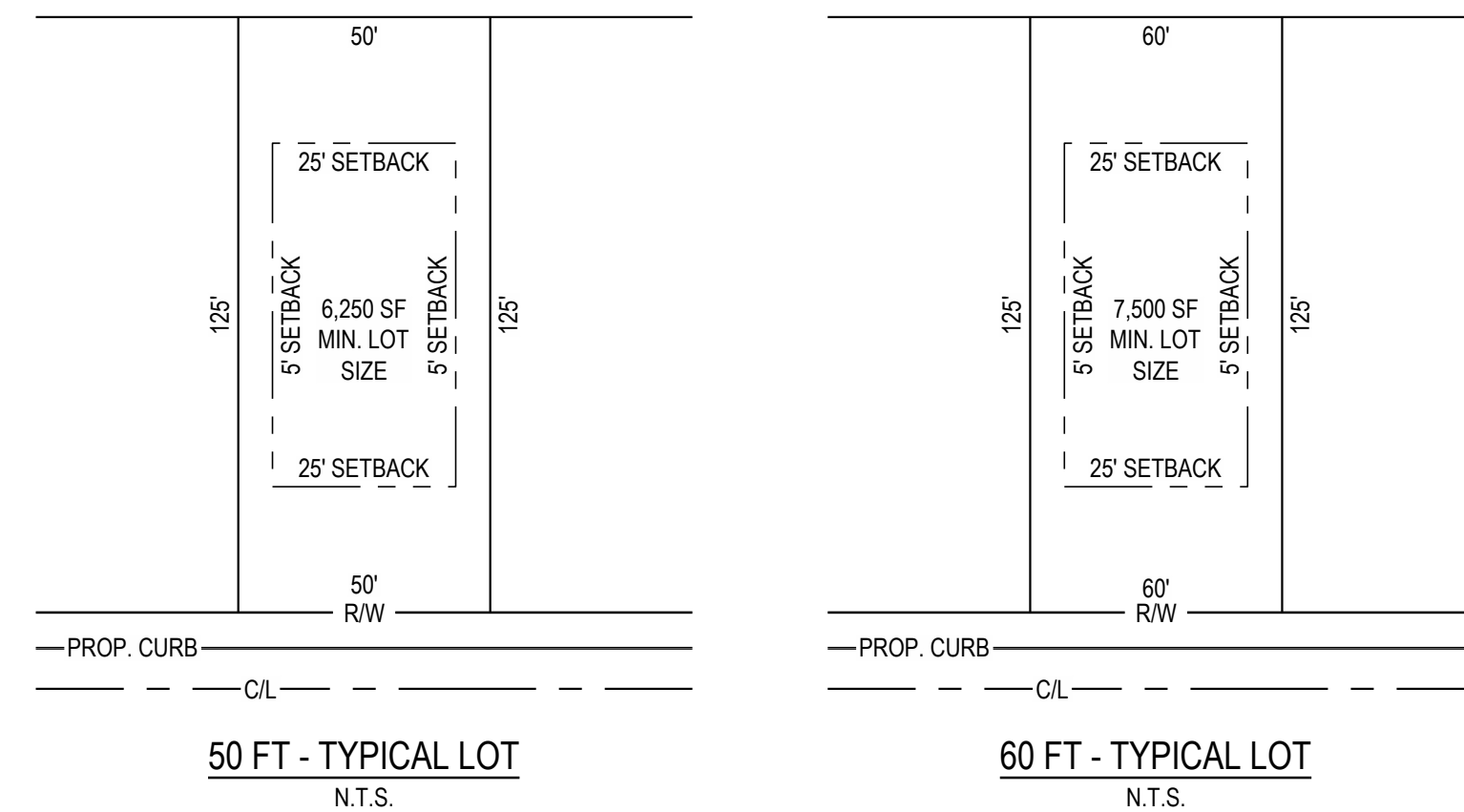


- 2 ITEM 441: ASPHALT CONCRETE (1 1/4" SURFACE COURSE) TO BE APPLIED 12 MONTHS AFTER 301 COURSE IS APPLIED
- 3 ITEM 447: RC-70 TACK COAT @ 0.1 GAL./S.Y.
- 4 ITEM 441: ASPHALTIC CONCRETE (1 3/4" LEVELING COURSE) AT END OF 5 DAYS AFTER 408.
- 5 ITEM 408: PRIME COAT MC-30 OR RC-70 @ 0.50 GAL./S.Y. TO BE APPLIED IMMEDIATELY AFTER ITEM 304.
- 6 ITEM 304: AGGREGATE BASE (2-5" COURSES)
- 7 ITEM 203: SUBGRADE COMPACTION
- 8 ITEM 659: SEEDING AND MULCHING
- 9 MOUNTABLE CURB & GUTTER - SEE DETAIL THIS SHEET
- 10 RECLAIMED SEAL, PER CITY OF HUBER HEIGHTS SPECIFICATIONS
- 11 4" PVC SCH. 40 SUMP PUMP DRAIN LINE 24" DEPTH (SEE CONSTRUCTION DRAWINGS FOR LOCATIONS)



VICINITY MAP
N.T.S.

1. SANITARY TO BE TIED INTO CITY OF HUBER HEIGHTS SYSTEM.
2. WATER TO BE INSTALLED AND CONNECTED TO CITY OF HUBER HEIGHTS SYSTEM.
3. ELECTRIC TO BE SUPPLIED BY AES OHIO.
4. ALL PUBLIC STREETS TO BE CONSTRUCTED ACCORDING TO STATE OF OHIO DEPARTMENT OF TRANSPORTATION "CONSTRUCTION AND MATERIAL SPECIFICATIONS" AT THE TIME OF ORIGINAL PRELIMINARY PLAT APPROVAL.
5. PROPOSED USE: SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.
6. CONCRETE WALK TO BE INSTALLED AS SHOWN.
7. STORM WATER MANAGEMENT TO COMPLY WITH CITY OF HUBER HEIGHTS STANDARDS AND THE OEPA.
8. HOA TO OWN AND MAINTAIN STORM WATER BASINS
9. CITY OF HUBER HEIGHTS TO MAINTAIN STORMWATER INFRASTRUCTURE (PIPE, STRUCTURES).

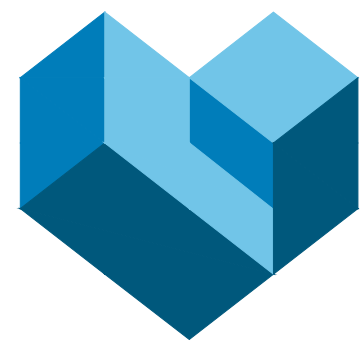


06/24/2025

DATE

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

Ohio Utilities Protection Service
Call 811
before you dig



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ROCKFORD HOMES, INC.

CREEKSTONE BLUFF

CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO

Revisions / Submissions

ID	Description	Date
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Project Number: 765946

Scale: 1"=200'

Drawn By: KID

Checked By: JME

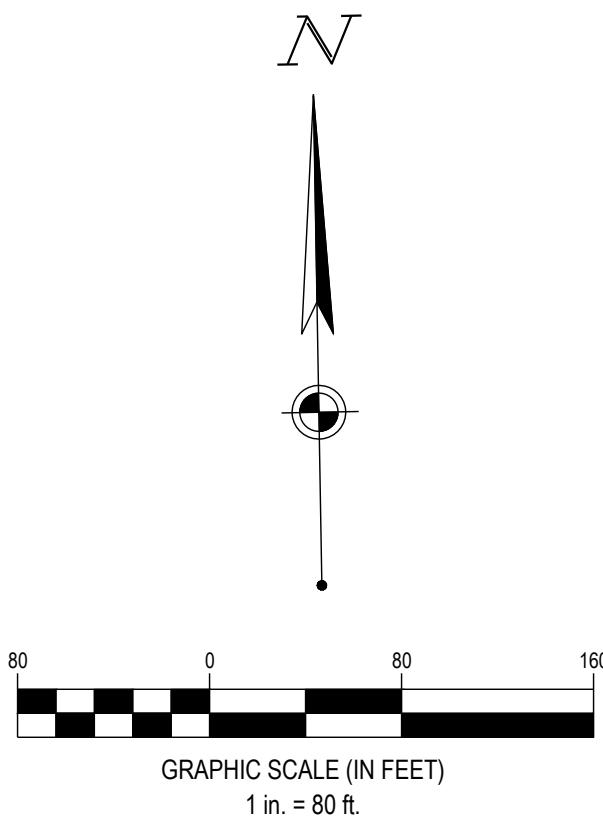
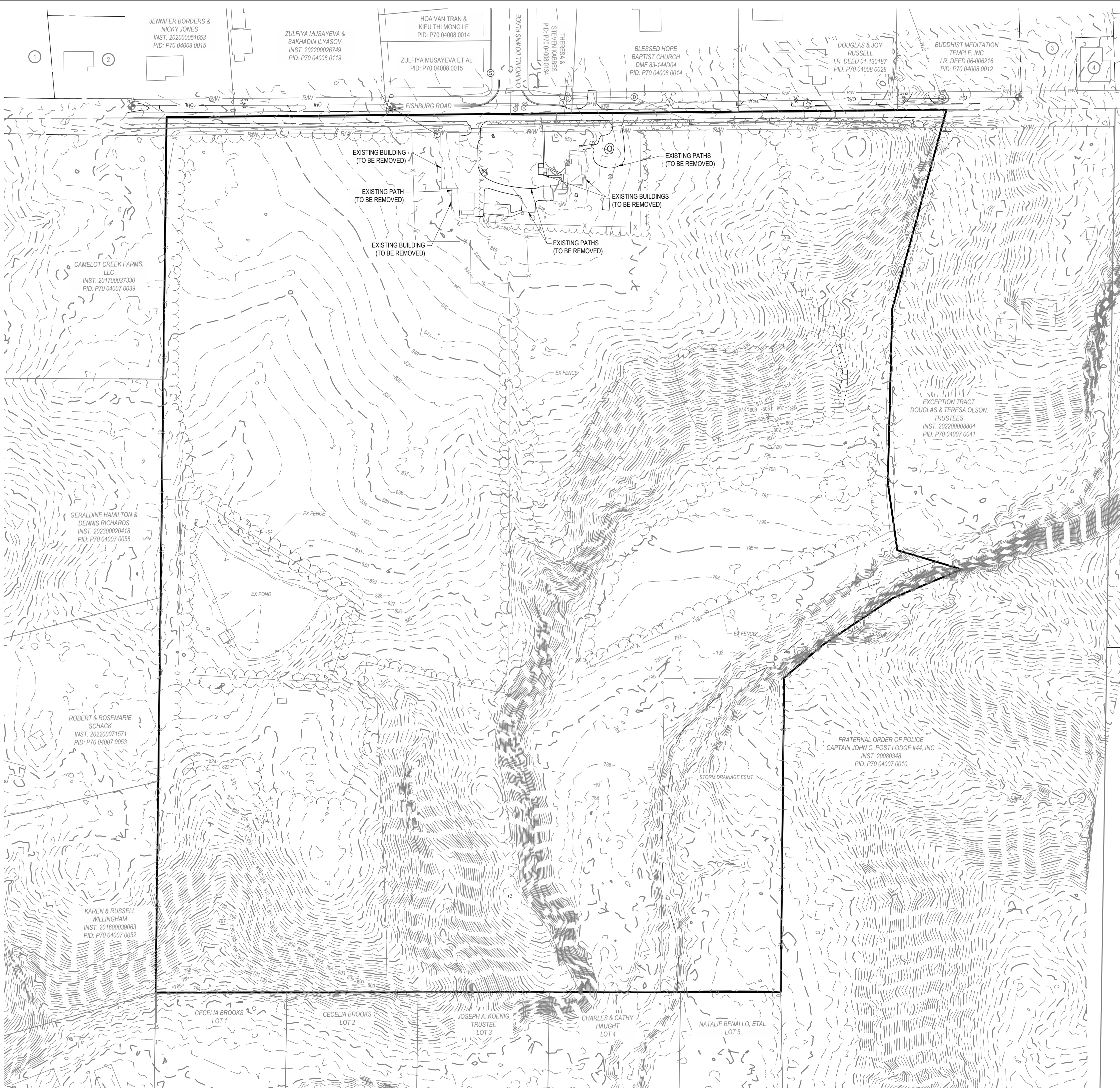
Date: JUNE 2025

Issue: BASIC DEVELOPMENT PLAN

Drawing Title:

COVER SHEET

C:\D:\ACCDes\CESO\Rockford Fishburg Rd\Project Files\CESO\03-CIVIL\PLAN\DEV\PLAN765946_EXIST.dwg - 6/23/2025 - Brock Michaelis



PROPERTY OWNER LEGEND

- 1 ROBERT & KATHERINE FRITSCHIE
PID: P70 04008 0017
- 2 ROBERT FULLER JR, TRUSTEE
PID: P70 04008 0020
- 3 "NO OWNER NAME"
PID: P70 04008 0022
- 4 BUDDHIST MEDITATION TEMPLE, LLC
PID: P70 04008 0013

LEGEND

	SUBJECT BOUNDARY
	EXISTING PROPERTY LINE
	EXISTING RW
	EXISTING CENTERLINE
	EXISTING FACE OF CURB
	EXISTING BACK OF CURB
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATER MAIN
	EXISTING STORM STRUCTURE
	EXISTING SANITARY SEWER
	EXISTING WATER MAIN
	EXISTING INDEX CONTOUR
	EXISTING INTERMEDIATE CONTOUR
	EXISTING STREAM (TO REMAIN)
	EXISTING WETLAND (TO REMAIN)
	EXISTING WETLAND (TO BE MITIGATED)



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CREEKSTONE BLUFF

CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OH

Revisions / Submissions

ID	Description	Date
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Project Number: 765946

Scale: 1"=80'

Drawn By: KID

Checked By: JMB

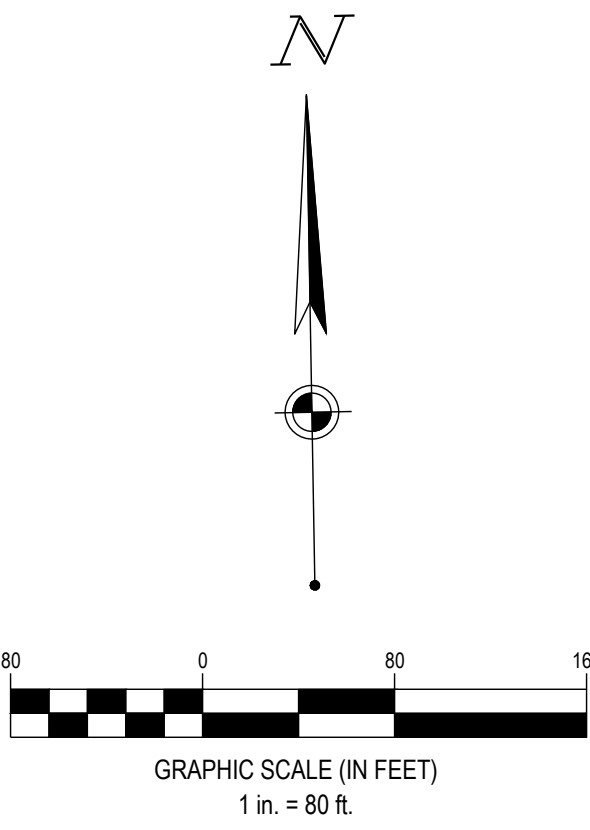
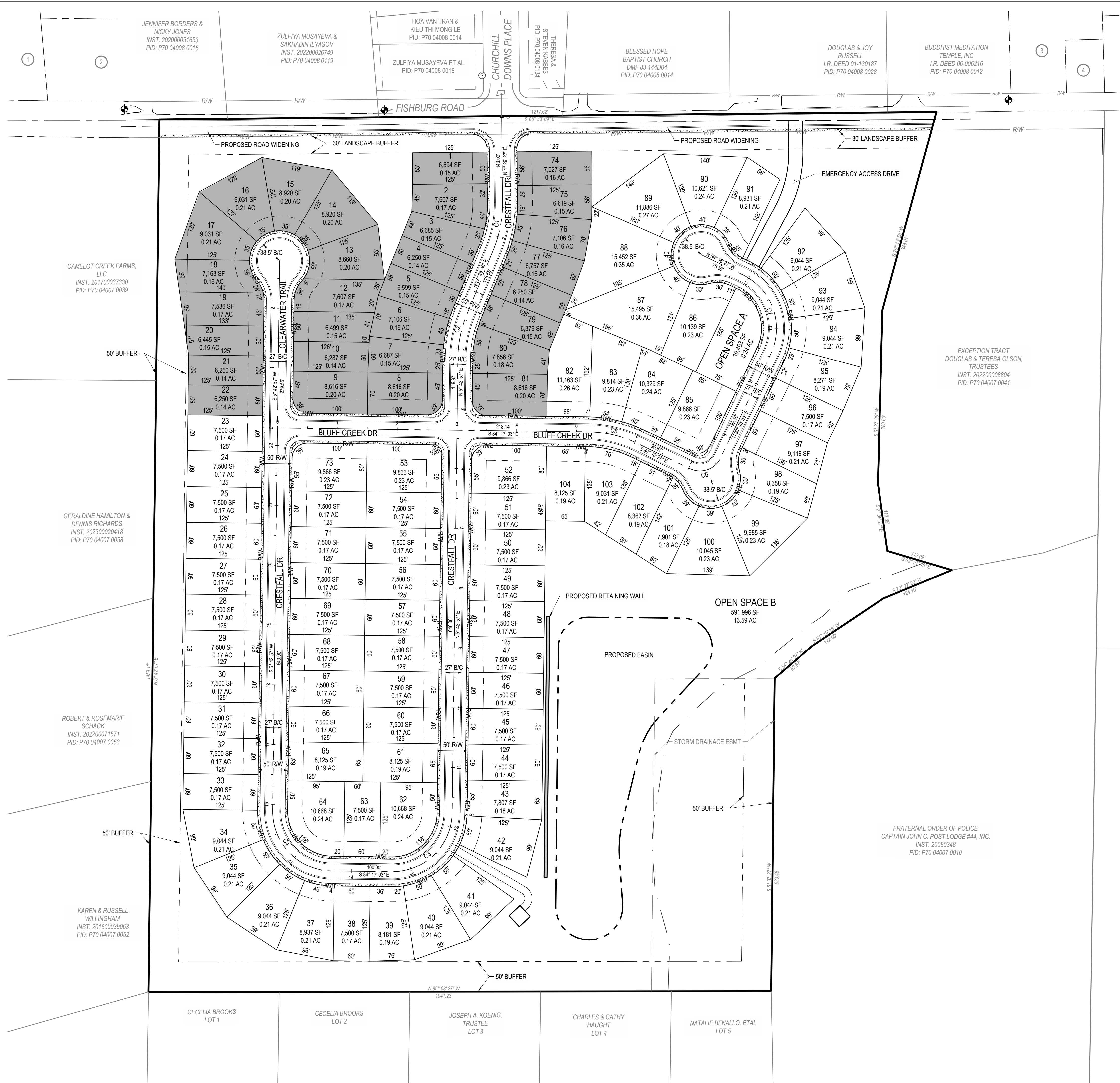
Date: JUNE 2025

Issue: BASIC DEVELOPMENT PLAN

Drawing Title:

EXISTING CONDITIONS

C:\D:\Cadd\CESO\Rockford Fishburg Rd\Project Files\CESO\03-CIVIL\PLAN\DEV\PLAN765946 SITE LAYOUT.dwg - 6/23/2025 - Brock Michaeils



- PROPERTY OWNER LEGEND**
- 1 ROBERT & KATHERINE FRITSCHIE
PID: P70 04008 0017
 - 2 ROBERT FULLER JR.
TRUSTEE
PID: P70 04008 0020
 - 3 **NO OWNER NAME**
PID: P70 04008 0022
 - 4 BUDDHIST MEDITATION TEMPLE, LLC
PID: P70 04008 0013
- SITE DATA:**
TOTAL SITE ACERAGE= 38.88 AC.
TOTAL LOT COUNT= 104
DENSITY= 2.67 UNITS/ACRE

- LOT LEGEND**
- 50' LOTS
QTY=30
 - 60' LOTS
QTY=74

CENTERLINE CURVE TABLE						
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA	TANGENT
C1	200.00'	80.13'	79.59'	N15° 58' 06"E	022° 57' 19"	40.61'
C2	200.00'	75.85'	75.40'	N16° 34' 52"E	021° 43' 49"	38.39'
C3	100.00'	157.08'	141.42'	N50° 42' 57"E	090° 00' 00"	100.00'
C4	100.00'	157.08'	141.42'	S39° 17' 03"E	090° 00' 00"	100.00'
C5	200.00'	87.30'	86.61'	S71° 46' 45"E	025° 00' 36"	44.36'
C6	38.50'	60.48'	54.45'	N75° 43' 33"E	090° 00' 00"	38.50'
C7	100.00'	157.08'	141.42'	N14° 16' 27"W	090° 00' 00"	100.00'

- LEGEND**
- SUBJECT BOUNDARY
 - EXISTING PROPERTY LINE
 - EXISTING R/W
 - EXISTING CENTERLINE
 - EXISTING FACE OF CURB
 - EXISTING BACK OF CURB
 - PROPOSED RIGHT-OF-WAY
 - EXISTING STREAM (TO REMAIN)
 - PROPOSED PROPERTY LINE
 - PROPOSED SETBACK
 - PROPOSED EASEMENT
 - PROPOSED BASIN
 - PROPOSED CENTERLINE
 - PROPOSED CURB & GUTTER



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CREEKSTONE BLUFF
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OH

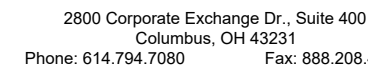
Revisions / Submissions

ID	Description	Date
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Project Number: 765946
Scale: 1"=80'
Drawn By: KID
Checked By: JMB
Date: JUNE 2025
Issue: BASIC DEVELOPMENT PLAN

Drawing Title:
SITE PLAN



1 ROBERT FULLER JR,
TRUSTEE
PID: P70 04008 0020

2 **NO OWNER NAME**
PID: P70 04008 0022

3 BUDDHIST MEDITATION TEMPLE, LLC
PID: P70 04008 0013

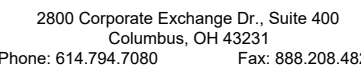
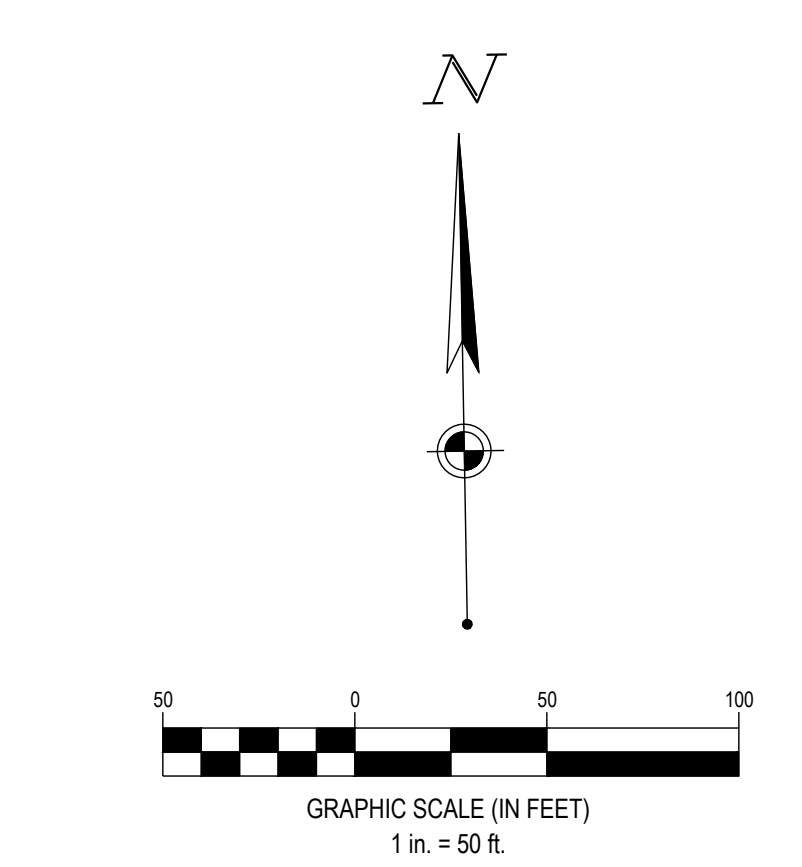
	SUBJECT BOUNDARY
	EXISTING PROPERTY LINE
	EXISTING R/W
	EXISTING CENTERLINE
	EXISTING FACE OF CURB
	EXISTING BACK OF CURB
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	EXISTING WATER MAIN
	EXISTING STORM STRUCTURE
	EXISTING SANITARY STRUCTURE
	EXISTING WATER STRUCTURE
	PROPOSED RIGHT-OF-WAY
	PROPOSED PROPERTY LINE
	PROPOSED SETBACK
	PROPOSED EASEMENT
	PROPOSED BASIN
	PROPOSED CENTERLINE
	PROPOSED CURB & GUTTER
	PROPOSED STORM SEWER
	PROPOSED SANITARY SEWER
	PROPOSED WATER MAIN
	PROPOSED FORCE MAIN
	PROPOSED WATER MAIN
	PROPOSED HYDRANT/VALVE

1. PROPOSED UTILITIES SHOWN HEREON ARE FOR REFERENCE ONLY.
UTILITY ROUTING, SIZING, AND EASEMENTS ARE PRELIMINARY AND
SUBJECT TO MODIFICATION DURING FINAL ENGINEERING.

CREEKSTONE BLUFF
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OH

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Project Number:	765946
Scale:	1"=80'
Drawn By:	KID
Checked By:	JMB
Date:	JUNE 2025
Issue: MAIN DEVELOPMENT PLAN	





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CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO

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Project Number:	765946
Scale:	1"=50'
Drawn By:	KID
Checked By:	JMB
Date:	JUNE 2025
Issue: BASIC DEVELOPMENT PLAN	

5

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CREEKSTONE BLUFF

CITY OF HUBER HEIGHTS

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Project Number: 765946

Scale: 1"=50'

Drawn By: KID

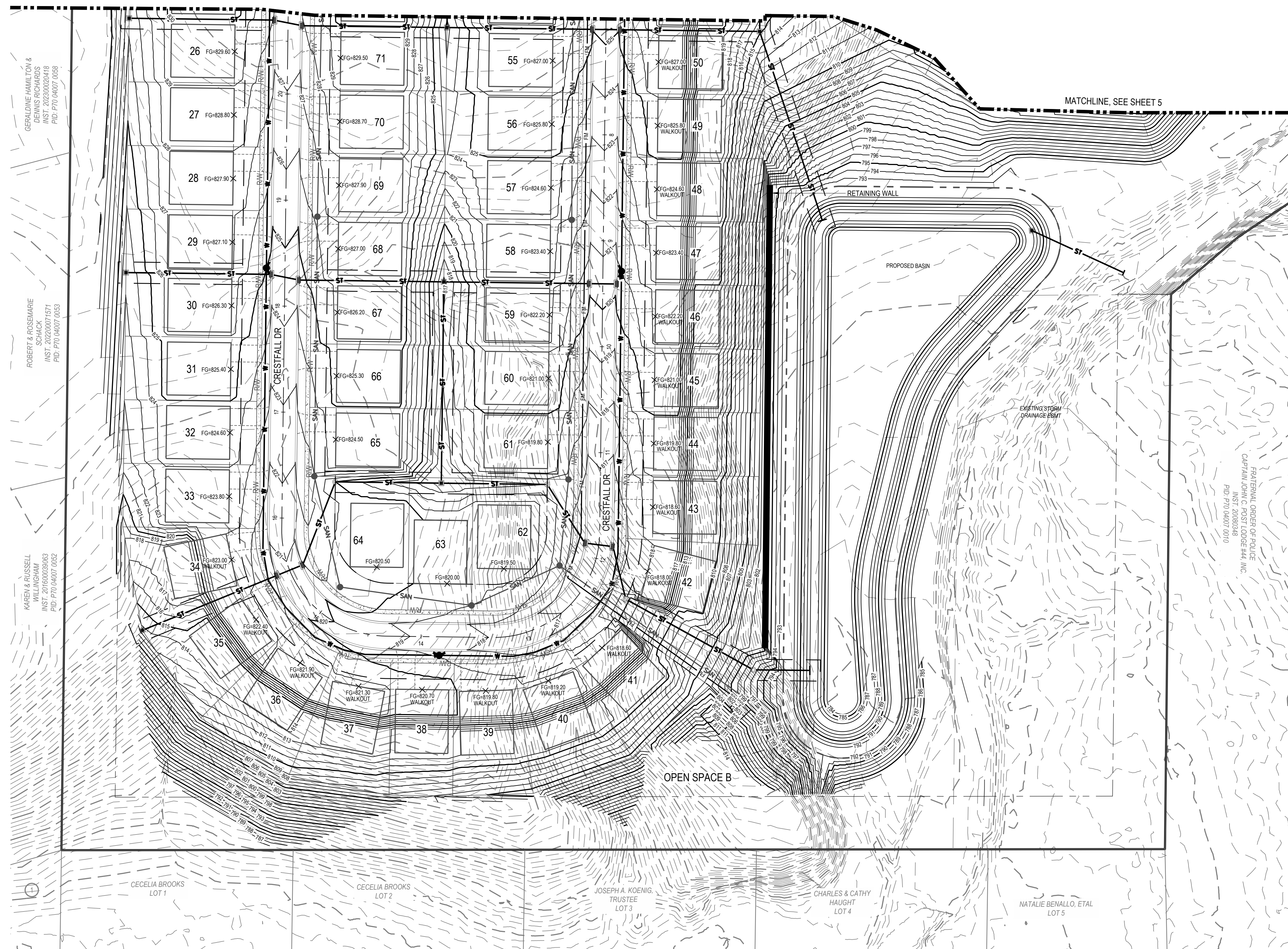
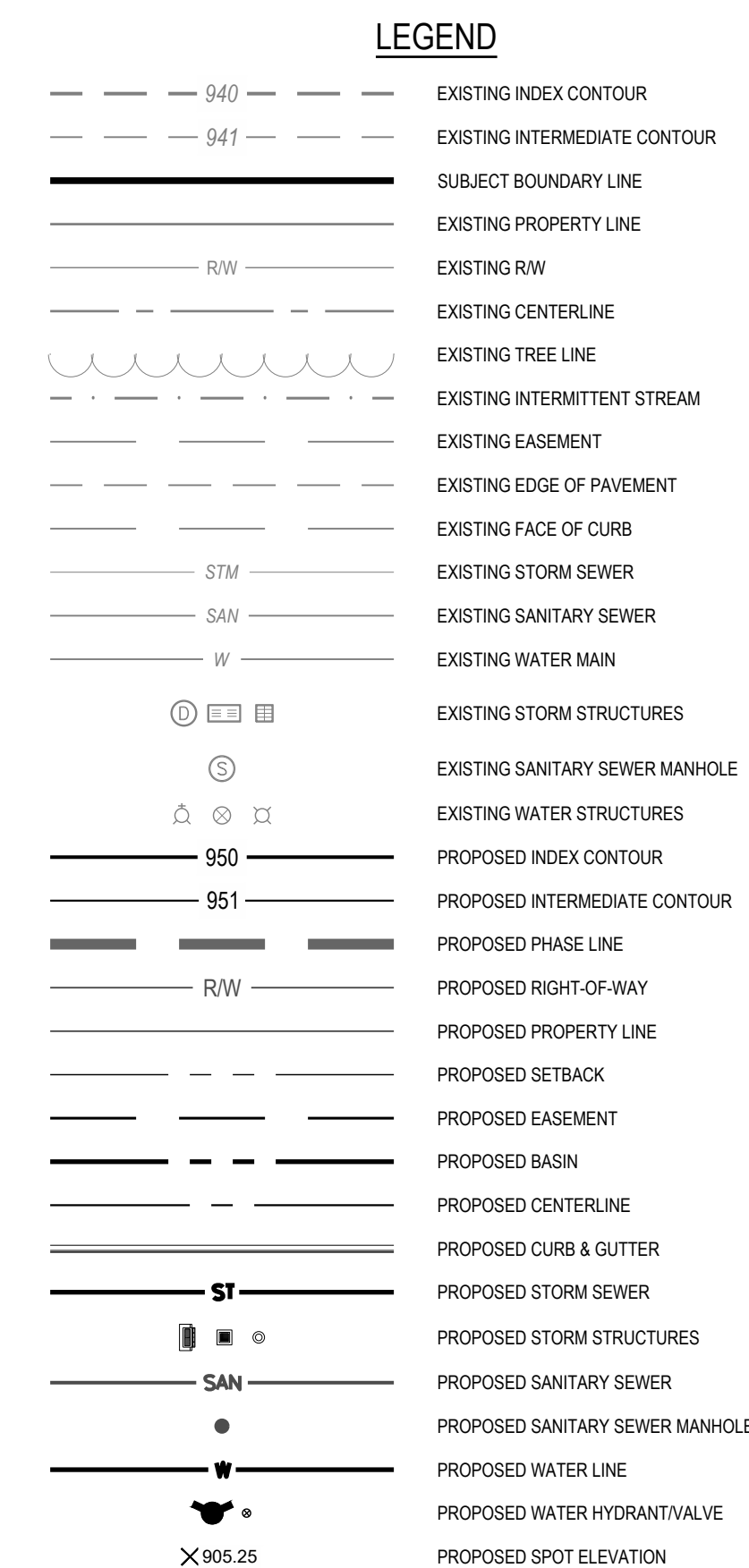
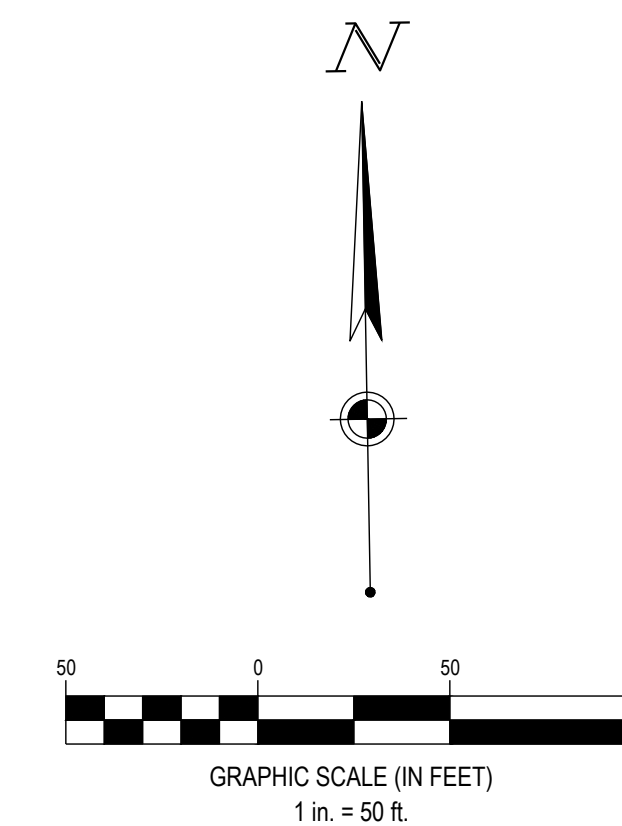
Checked By: JME

Date: JUNE 2025

Issue: BASIC DEVELOPMENT PLAN

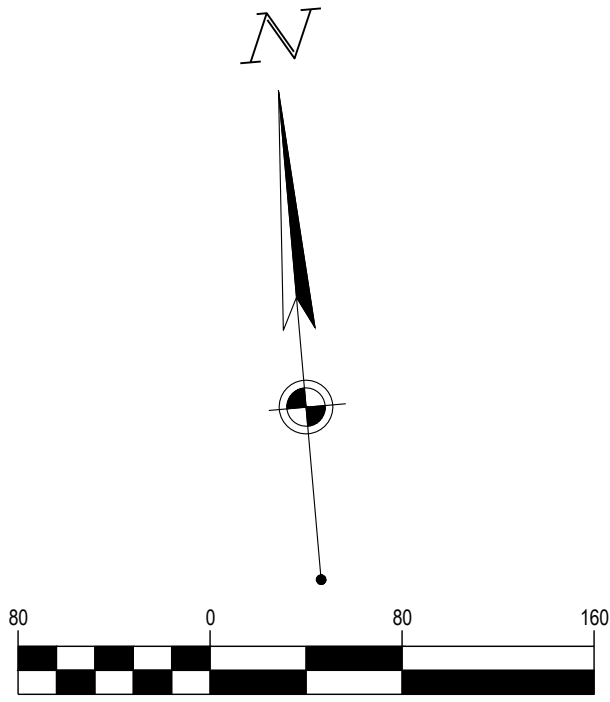
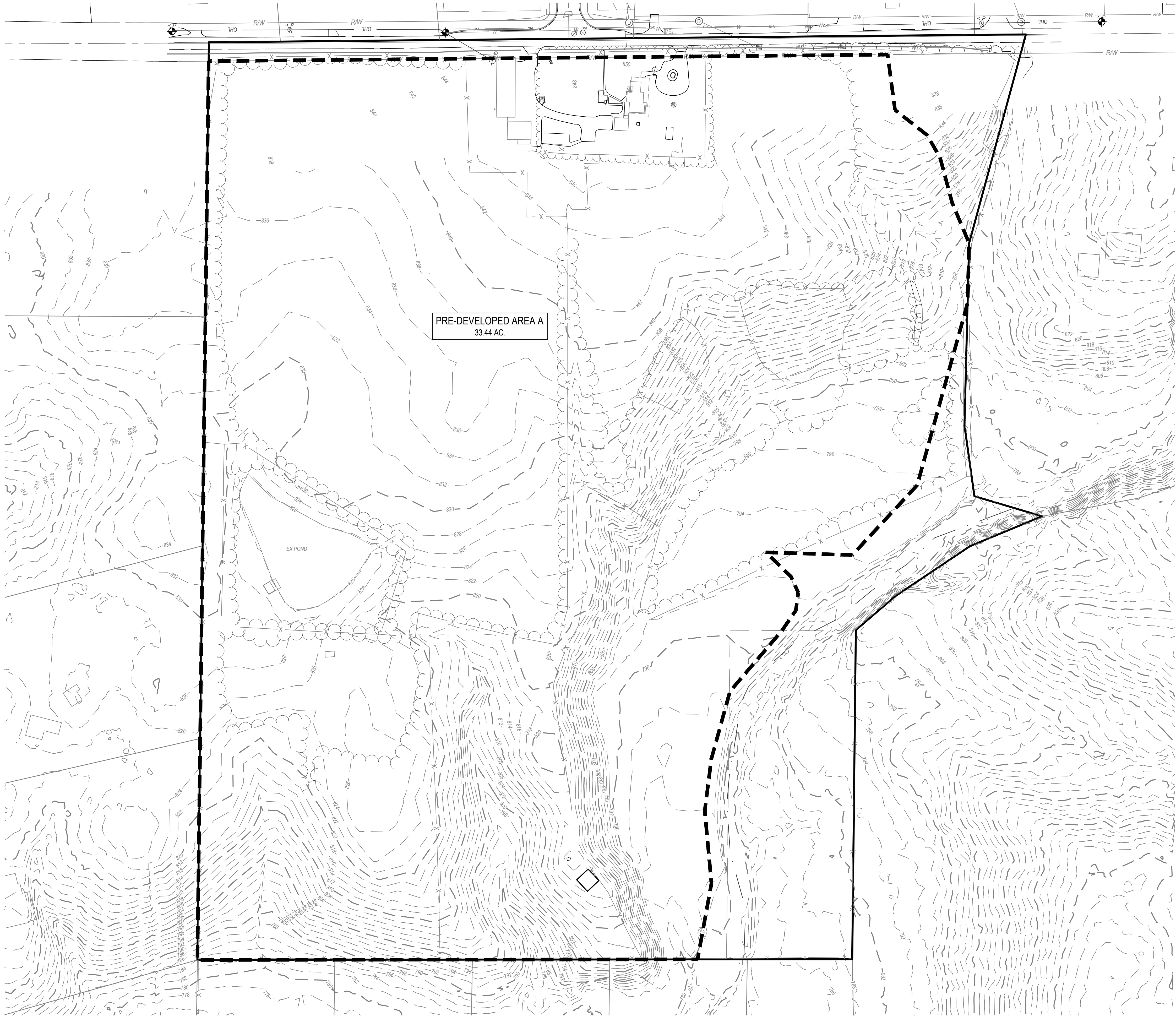
Drawing Title:

GRADING PLAN



C:\DCI\ACCDocs\CESO\Rockford Fishburg Rd\Project Files\ CESCO\03-CIVIL\PLAN\DEV PLAN\765946 GRAD.dwg - 6/23/2025 - Brock Michaelis

C:\D:\ACC\Draws\CESO\Rockford Fishburg Rd\Project Files\CESO\03-CIVIL\DATA\STMT\765946_Pre-Developed Tributary Map.dwg - 6/23/2025 - Brook Michaels



LEGEND

- SUBJECT BOUNDARY
- EXISTING INDEX CONTOUR
- EXISTING INTERMEDIATE CONTOUR
- EXISTING R/W
- EXISTING CENTERLINE
- EXISTING EDGE OF PAVEMENT
- EXISTING PAVEMENT MARKING
- PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- PROPOSED BASIN
- PROPOSED CENTERLINE
- PROPOSED CURB & GUTTER
- TRIBUTARY BOUNDARY



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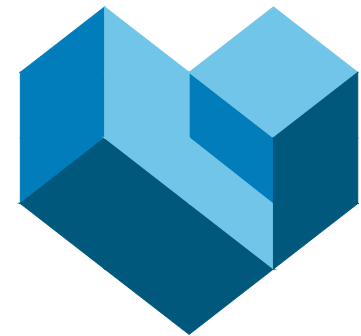
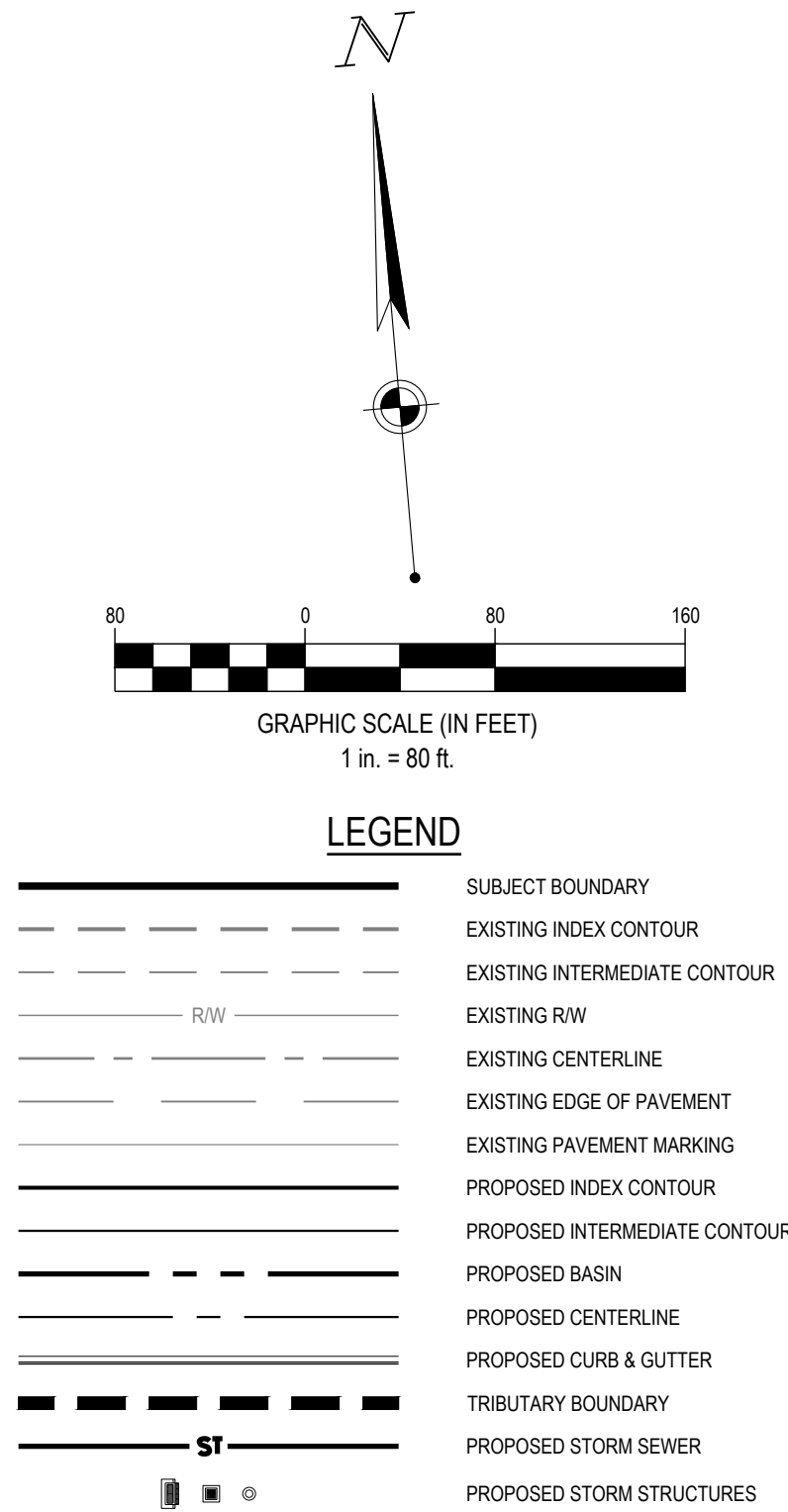
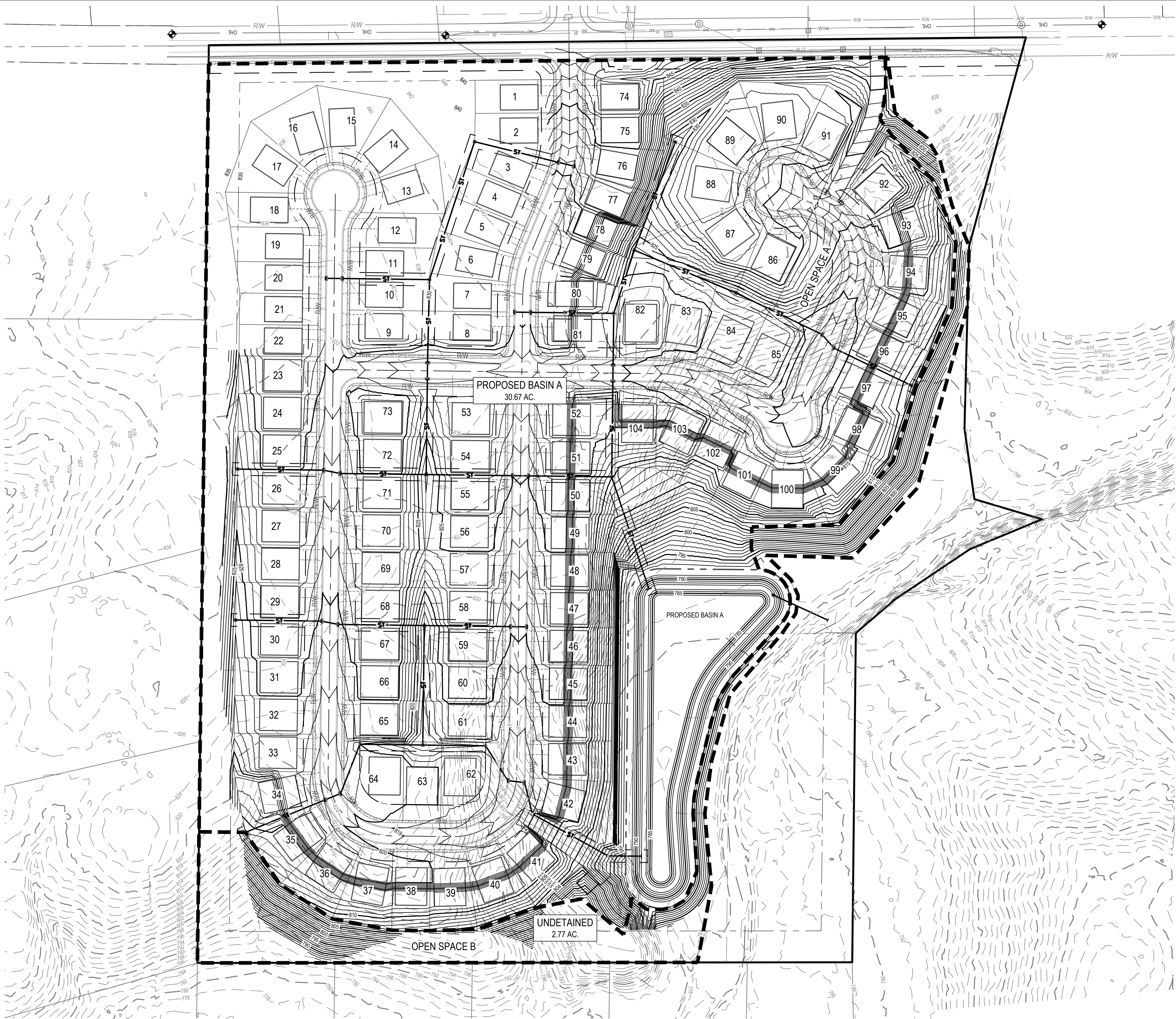
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OH

Revisions / Submissions		
ID	Description	Date

Project Number: 765946
Scale: 1"=80'
Drawn By: NSA
Checked By: JMB
Date: JUNE 2025
Issue: NOT FOR CONSTRUCTION

Drawing Title:
**PRE-DEVELOPED
TRIBUTARY MAP**

C:\ID\ACC\Des\CESO\Rockford Fishburg Rd\Project Files\CESO\03-CIVIL\DATA\STMT\65946_Post-Developed Tributary Map.dwg - 6/23/2025 - Brock Michaeils



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CREEKSTONE BLUFF

CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OH

Revisions / Submissions		
ID	Description	Date

Project Number: 765946
Scale: 1"=80'
Drawn By: NSA
Checked By: JMB
Date: JUNE 2025
Issue: NOT FOR CONSTRUCTION

Drawing Title:
**POST-DEVELOPED
TRIBUTARY MAP**



Homestead Series
The Barclay

3 - 4 BEDROOMS • 2.5 BATHS • 2,324 - 2,609 SQ. FT. • 2 - 3 CAR GARAGE



Craftsman

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



Homestead Series
The Bradford

3 - 5 BEDROOMS • 2.5 - 4 BATHS • 2,858 - 3,298 SQ. FT. • 2 - 3 CAR GARAGE



American Farmhouse

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Homestead Series

The Brentwood

4 - 6 BEDROOMS • 2.5 - 4 BATHS • 2,613 - 2,722 SQ. FT. • 2 - 3 CAR GARAGE



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Homestead Series

The Charleston

3 - 5 BEDROOMS • 2.5 - 3.5 BATHS • 1,980 - 2,590 SQ. FT. • 2 - 3 CAR GARAGE



American Farmhouse

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Homestead Series

The Claymont

2 - 3 BEDROOMS • 2 BATHS • 1,649 - 1,706 SQ. FT. • 2 - 3 CAR GARAGE



Craftsman

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Homestead Series
The Hartly

3 BEDROOMS • 2.5 BATHS • 1,618 - 1,893 SQ. FT. • 2 - 3 CAR GARAGE



American Farmhouse

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Rockford Series **The Linden**

4 - 5 BEDROOMS • 2.5 - 5 BATHS • 2,999- 3,585 SQ. FT. • 2 - 3 CAR GARAGE



American Classic

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Homestead Series

The Manchester

3 - 4 BEDROOMS • 2.5 BATHS • 2,163 - 2,405 SQ. FT. • 2 - 3 CAR GARAGE



American Farmhouse

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Homestead Series
The Palmer

2 - 4 BEDROOMS • 2.5 BATHS • 1,776 - 1,805 SQ. FT. • 2 - 3 CAR GARAGE



Craftsman

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Homestead Series

The Richmond

3 - 4 BEDROOMS • 2.5 - 3.5 BATHS • 2,845 - 2,883 SQ. FT. • 2 - 3 CAR GARAGE



Colonial Revival

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Homestead Series The Wellington

3 - 4 BEDROOMS • 2.5 BATHS • 1,891 - 2,172 SQ. FT. • 2 - 3 CAR GARAGE



Craftsman

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Rockford Series **The Alder**

4 - 5 BEDROOMS • 3.5 - 4.5 BATHS • 3,846- 4,048 SQ. FT. • 2 - 3 CAR GARAGE

EXTERIOR DESIGNS



American Classic



American Farmhouse



Craftsman



Shingle

**Rockford Homes
Corporate Office**
999 Polaris Parkway - Suite 200
Columbus, OH 43240



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RockfordHomes.net
614-785-0015

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Huber Heights Fire Division

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

Occupancy Name:	Creekstone Bluff
Occupancy Address:	Fishburg Road and Churchill Downs

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

MCBR BLD:	N/A	HH P&D:	N/A
MCBR MEC:	N/A	HHFD Plan:	25-422
MCBR ELE:	N/A	HHFD Box:	
REVIEWER:	Susong	DATE:	7/8/2025

Fire Department Comments:

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

These comments are based only on the proposed site work, fire department access and basic fire protection concept at this time. The proposed development will need to meet the requirements of the Ohio Fire Code 2017, and the Huber Heights Codified Ordinance. Based on the drawings provided the following requirements need to be met. Be advised that additional questions and comments may arise as the project progresses.

Requirements:

- Fire apparatus access roads will need to comply with OFC 503 as well as the adopted appendices from the OFC (2017) and the Huber Heights Codified Ordinance (HHCO) Section 15.
- Fire Hydrants: Hydrants shall be spaced no greater than 500 feet apart and within 400 feet from any opening in any building. **It is hard to distinguish locations of hydrants on some drawings. A larger symbol shall be used.**
- In accordance with Huber Heights Codified Ordinance 1521.06 (b)(1), "The Fire Code Official shall make a determination if a double Storz hydrant is needed in residential areas with single family homes greater than 3600 square feet." **If homes in this area exceed 3600 sq. ft. please advise.**
- All new water mains and any existing water mains that are replaced shall be eight inches in diameter or greater in all one-, two- and three-family dwelling areas and in multi-family areas or commercial areas. All water mains shall be sectionalized and looped when reasonably feasible and achievable. Dead end water mains shall only be permitted upon written approval from the Fire

Official and City Engineer. Huber Heights Codified Ordinance 1519.01 - Water mains.

- The minimum fire-flow and flow duration requirements for one- and two-family dwellings shall comply with Ohio Fire Code B105.1. **Please provide before construction.**
- During construction, where dead-ends are created in roadways due to phasing, a turn-around shall be provided for fire apparatus. Refer to Ohio Fire Code Appendix D 103.4.
- Fire lane signs as specified in Ohio Fire Code D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide and less than 32 feet wide. Ohio Fire Code D103.6.2. **(Signs should be located on the side with fire hydrants.)**
- Developments of one or two family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads. **Ohio Fire Code D107.1. A second access is shown but no details are provided on size and surface type.**

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

Plans reviewed by the Huber Heights Fire Division are reviewed with the intent they comply in **ALL** respects to this code, as prescribed in **SECTION (D) 104.1 of the 2011 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 statutes and codes, which this department has no authority to enforce and therefore have not been evaluated as part of this plan review.

Memorandum

Staff Report for Meeting of July 15, 2025

To: Huber Heights City Planning Commission
From: Aaron K. Sorrell, Assistant City Manager
Date: July 8, 2025
Subject: BDP 25-16 Creekstone Bluff
4460 Fishburg Road

Department of Planning and Zoning, City of Huber Heights

APPLICANT/OWNER: Rockford Homes – Applicant
Melissa Buckley & Wayne Forgan Jr. – Owner(s)

DEVELOPMENT NAME: Creekstone Bluff

ADDRESS/LOCATION: 4460 Fishburg Road

ZONING/ACREAGE: R-1 Residence District / 38.88 Acres

EXISTING LAND USE: Residential

ZONING
ADJACENT LAND: North: R-1 / PR
East : R-1 / A
West: A
South: A

REQUEST: The applicant seeks a rezoning and basic development plan approval for a 104-lot subdivision development on 38.88 acres.

ORIGINAL APPROVAL: N/A

APPLICABLE HHCC: Chapter 1171, 1172

CORRESPONDENCE: In Favor – None Received
In Opposition – None Received

Overview

The applicant seeks approval for a basic development plan for a 104-unit single-family home development on 38.88 acres. Approximately 36% (13.8 acres) of the development is open space.

Site Characteristics

The site is a mixture of grasslands and wooded areas, generally sloping north to south. There is a significant change in topography on the southeast side of the lot, with a creek running along the eastern edge.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1171 – General Provisions, Chapter 1172 – Planned Residential, and Chapter 1181 – General Provisions.

Chapter 1171.05 - Contents of basic development plan, states:

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

- (1) Site plan showing the actual shape and dimensions of the lot to be built upon or to be changed in its use together with the location of the existing and proposed structures with approximate square footages, number of stories including heights of structures;
- (2) Typical elevation views of the front and side of each type of building;
- (3) Planning location and dimensions of all proposed drives, service access road, sidewalks and curb openings;
- (4) Parking lot areas (show dimensions of a typical parking space), unloading areas, fire lanes and handicapped parking;
- (5) Landscaping plan, walls and fences;
- (6) Storm water detention and surface drainage;
- (7) Exterior lighting plan;
- (8) Vehicular circulation pattern;
- (9) Location and square footage of signs;
- (10) Topographic survey; and
- (11) Listing of proposed uses taken from the list of permitted and special uses of the PUD zoning district to which rezoning is being sought.

Chapter 1171.06 - General standards for approval, states:

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

- (a) Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;
- (b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- (c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;
- (d) Shall not impose an undue burden on public services such as utilities, fire and police protection, and schools;
- (e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;
- (f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the existing intended uses, and any part of a PUD not used for structures, parking and loading areas, or accessways;
- (g) Shall preserve natural features such as water courses, trees and rock outcrops, to the degree possible, so that they can enhance the overall design of the PUD;
- (h) Is designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services;
- (i) Shall place underground all electric and telephone facilities, street light wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;
- (j) Shall not create excessive additional requirements at public cost of public facilities and services and shall not be detrimental to the economic welfare of the community;
- (k) Shall not involve uses, activities, processes, materials, equipment and conditions of operation that shall be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors; and
- (l) Rezoning of the land to the PUD District and approval of the development plan shall not adversely affect the public peace, health, morals, safety or welfare.

Staff Analysis

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

Basic Development Plan Analysis:

The applicant seeks approval for a basic development plan for a 104-unit single-family home development on 38.88 acres. The home elevations submitted with the application illustrate a mix of one- and two-story homes with attached garages. The development will include 13.8 acres of open space.

The applicant has submitted a basic site plan that illustrates circulation, lot layouts, grading, setbacks, proposed utilities, and stormwater management facilities.

Conformance With Planned Residential District Requirements:

Uses: One-family dwellings are a permitted use.

Development Standards:

- Density: The gross density is 2.67 dwelling units per acre (DUA), and the net density (less open space) is 4.167 DUA. In this location, the PR district allows a net density up to 5 DUA.

Lot size and setbacks:

	Lot Size	Frontage	Yards			
			Front	Side	Sum of Side	Rear
Proposed	6,250sf (30)	50' (30)	25	5	10	25
	7,500sf (74)	60' (74)	25	5	10	25
Code (R-4)	7,500 sf	60'	25	8	20	40

While some of the proposed lots are smaller than the development standards, the Planned Residential District is designed to provide flexibility to account for unique land attributes, such as topography or environmentally sensitive areas. The proposed lot sizes are very similar to those found in the Lexington Place subdivision.

- The site plan illustrates a 50-foot development buffer along the west and south sides of the development.
- Examples of building elevations were submitted with the application. The applicant is aware of the building material requirements.

Utilities:

- The utility plan illustrates the planned location of water and sewer lines in public easements. Due to the topography, a lift station will be constructed on the south end of the site.
- A large stormwater detention area will be constructed at the southeast corner of the site. Staff has requested that the applicant adjust the boundaries of the existing storm drainage easement to better align with the existing creek location.
- Sidewalks are illustrated along all the proposed streets. Staff has requested that the sidewalks along Fishburg be widened to 6 feet.

Conformance with General Standards of Approval:

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

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

This development is located in the Estates development pattern area. These areas tend to be more rural, lack adequate infrastructure, and may contain environmentally sensitive areas. The Comprehensive Plan recognizes that much of this area will stay rural or develop at a lower density.

The applicant's property is likely one of the last few properties within the Estates development pattern area that can be economically developed because it has reasonable proximity to public utilities, and it's not located near a flood-prone area. Staff feels the proposed density is reasonable and consistent with the Comprehensive Plan's goals.

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

No development schedule has been submitted at this time; however, staff expect this product will be well-received based on other housing developments.

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

Fishburg Road is classified as a minor collector and has adequate capacity to serve the development. The applicant will be responsible for widening their frontage and installing sidewalks along Fishburg Road.

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

Staff do not anticipate any undue burden on public services. The area has adequate utility capacity to service this proposed development. We are unaware of any policing concerns, and the development will comply with 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 landscaping requirements will be reviewed with the Detailed Development application.

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

The main natural features of this site are two stream areas on the east side, which will remain undisturbed.

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

The site is being developed on the flatter areas of the site. Grading will be required on the south and east sides. Those lots are designed with walkout basements to capitalize on the land's contours.

(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 do not anticipate the need for excessive additional public services to support this development.

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

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

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

Staff feels rezoning to Planned Residential is consistent with the Comprehensive Plan and surrounding development.

Additional Comments:

Fire: See attached. Comments have been forwarded to the applicant and will be addressed during the detailed development plan review.

City Engineer: The engineer's comments have been provided to the applicant. A pressure-reducing valve will likely need to be installed at the water connection along Fishburg Road.

Recommendation

Staff recommends approval of the Basic Development Plan application as submitted on June 23, 2025. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the Basic Development Plan with the following conditions:

- The applicant shall comply with all Fire Department requirements.
- The applicant shall construct a 6-foot sidewalk along Fishburg Road.
- The applicant shall modify the existing storm drain easement to reflect the layout of the stream area better and provide access via a public street or driveway.
- Water and sanitary lines shall be placed in public easements.

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 June 23, 2025, the applicant, ROCKFORD HOMES, requested approval of a Rezoning from R1 (Residential District) to PR (Planned Residential) and a Basic Development Plan for 104-lot subdivision development on 38.88 acres. Property located at 4460 Fishburg Road, further identified as Parcel Number P70 04007 0009 on the Montgomery County Auditor's Map (Case BDP 25-16), and;

WHEREAS, on July 15, 2025, the Planning Commission did meet and fully discuss the details of the request.

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

Ms. Vargo moved to approve the request by the applicant, Rockford Homes, for approval of a Rezoning and Basic Development Plan. Property is located at 4460 Fishburg Road (Case BDP 25-16), in accordance with the recommendation of Staff's Memorandum dated July 8, 2025, with the following conditions:

1. The applicant shall comply with all Fire Department requirements.
2. The applicant shall construct a 6-foot sidewalk along Fishburg Road.
3. The applicant shall modify the existing storm drain easement to reflect the layout of the stream area better and provide access via a public street or driveway.
4. Water and sanitary lines shall be placed in public easements.

BDP 25-16 – Decision Record

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

Terry Walton, Chair
Planning Commission

Date

July 15, 2025

Action

Mr. Johnson moved to approve the request by the applicant, Carriage Apartments, LLC, for a Replat (RP 25-14) in accordance with the recommendation of Staff's Memorandum dated July 8, 2025, and the Planning Commission Decision Record attached thereto.

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

2. REPLAT – The applicant, DEC LAND CO. LLC, is requesting approval of a Replat that consolidates the green space into two lots. Property is located South of CT Parkway, East of Silver Linden Drive (Case RP 25-15).

Mr. Sorrell stated The applicant requests approval of a replat that consolidates four part lots into two larger lots, which will be designated as open space and drainage areas.

The applicable subdivision regulations are Chapter 1107 – Final Plat

The lands comply with the subdivision and zoning requirements.

The City Engineer had no comments.

Planning staff recommends approval of the replat as submitted.

Ken Conaway from DEC Land Co., LLC, stated 100 acres of permanent public access plated as green space to only be developed by the City for a Firehouse.

Action

Mr. Shomper moved to approve the request by the applicant, DEC Land Co. LLC, for approval of a Replat (DDP 25-15) in accordance with the recommendation of Staff's Memorandum dated July 8, 2025, and the Planning Commission Decision Record attached thereto.

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

3. BASIC DEVELOPMENT PLAN – The applicant, ROCKFORD HOMES, is requesting approval of a Rezoning from R1 (Residence District) to PR (Planned Residential) and a Basic Development Plan for a 104-lot subdivision development on 38.88 acres. Property is located at 4460 Fishburg Road (Case RP 25-16).

Mr. Sorrell stated the applicant seeks approval for a basic development plan for a 104-unit single-family home development on 38.88 acres. Approximately 36% (13.8 acres) of the development is open space.

July 15, 2025

The site is a mixture of grasslands and wooded areas, generally sloping north to south. There is a significant change in topography on the southeast side of the lot, with a creek running along the eastern edge.

The applicable zoning regulations are Chapter 1171 – General Provisions, Chapter 1172 – Planned Residential, and Chapter 1181 – General Provisions.

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

July 15, 2025

(I) 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.

While some of the proposed lots are smaller than the development standards, the Planned Residential District is designed to provide flexibility to account for unique land attributes, such as topography or environmentally sensitive areas. The proposed lot sizes are very similar to those found in the Lexington Place subdivision.

- The site plan illustrates a 50-foot development buffer along the west and south sides of the development.
- Examples of building elevations were submitted with the application. The applicant is aware of the building material requirements.

Utilities:

- The utility plan illustrates the planned location of water and sewer lines in public easements. Due to the topography, a lift station will be constructed on the south end of the site.
- A large stormwater detention area will be constructed at the southeast corner of the site. Staff has requested that the applicant adjust the boundaries of the existing storm drainage easement to better align with the existing creek location.
- Sidewalks are illustrated along all the proposed streets. Staff has requested that the sidewalks along Fishburg be widened to 6 feet.

This development is located in the Estates development pattern area. These areas tend to be more rural, lack adequate infrastructure, and may contain environmentally sensitive areas. The Comprehensive Plan recognizes that much of this area will stay rural or develop at a lower density.

The applicant's property is likely one of the last few properties within the Estates development pattern area that can be economically developed because it has reasonable proximity to public utilities, and it's not located near a flood-prone area.

Fishburg Road is classified as a minor collector and has adequate capacity to serve the development. The applicant will be responsible for widening their frontage and installing sidewalks along Fishburg Road.

Staff feels rezoning to Planned Residential is consistent with the Comprehensive Plan and surrounding development.

Fire comments are to your packet, comments have been forwarded to the applicant and will be addressed during the detailed development plan review.

The engineer's comments have been provided to the applicant. A pressure-reducing valve will likely need to be installed at the water connection along Fishburg Road.

Planning Commission Meeting

July 15, 2025

Staff recommends approval of the Basic Development Plan application as submitted on June 23, 2025. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the Basic Development Plan with the following conditions:

- The applicant shall comply with all Fire Department requirements.
- The applicant shall construct a 6-foot sidewalk along Fishburg Road.
- The applicant shall modify the existing storm drain easement to reflect the layout of the stream area better and provide access via a public street or driveway.
- Water and sanitary lines shall be placed in public easements.

Jim Lipnos from Rockford Homes said they accept all the conditions, they will match the 6 foot sidewalk, and they should be done in under 3 years. Probably in the \$500,000 range.

The commission asked questions concerning sidewalks in the community, two streams HOA responsibility in the covenants, high pressure water system with pressure reducing valve, and recreational areas.

Residents expressed concerns about water run off, fencing along the back of property to keep people out of their properties.

No fencing is required developer will maintain existing tree line.

The city and developer will be responsible swales will keep water off.

Buffer along property, developer will voluntarily add 30 ft buffer and put bollards, they will remove any dead trees and have additional planting.

Speed of traffic on Fishburg, assured clear distance, speed study, sanitary upgrades, bypass pumping, maintenance of detention basins, and tree replacement program.

Jim Lipnos stated full landscaping plan and will cover sight distance.

Aaron stated no tree replacement program, MudRun project, TriCities upgrade.

Fishburg widening, emergency access for fire

HOA

Traffic Light, fix the road, and schools

Aaron stated no justification for traffic signal

Charles Haught

Rosemarie Schack

Gerri Hamilton

Joy Russell

Action

Ms. Vargo moved to approve the request by the applicant, Rockford Homes, for approval of a Rezoning and a Basic Development Plan (DDP 25-16) in

July 15, 2025

accordance with the recommendation of Staff's Memorandum dated July 8, 2025, and the Planning Commission Decision Record attached thereto.

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

4. DETAILED DEVELOPMENT PLAN – The applicant, BREW TEAM OH, is requesting approval of a Detailed Development Plan for the construction of a Seven Brew drive-through coffee kiosk. Property is located at 7605 Old Troy Pike (Case DDP 25-17).

Mr. Sorrell stated that the applicant seeks Detailed 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 seating for customers.

The Huber Heights City Council approved the Basic Development Plan on June 10, 2025, through Ordinance 2025-O-2703.

The site is an underutilized parking lot that formerly served a White Castle restaurant located just south of this site. Currently, the site is occasionally used for overnight parking of semi-trucks.

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

The staff analysis addresses the elements of the basic Development Plan requirements and standards for approval of the Detailed Development Plan.

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.

There were no conditions attached to the approval of the Basic Development Plan. The site plan submitted with the Detailed Development Plan application is identical to the one submitted with the Basic Development Plan application.

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. 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:

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2025-O-

TO APPROVE A REZONING FROM RESIDENCE DISTRICT (R1) TO PLANNED RESIDENTIAL DISTRICT (PR) AND A BASIC DEVELOPMENT PLAN FOR APPROXIMATELY 38.88 ACRES FOR A 104-LOT SUBDIVISION DEVELOPMENT FOR THE PROPERTY LOCATED AT 4460 FISHBURG ROAD AND FURTHER IDENTIFIED AS PARCEL NUMBER P70 04007 0009 ON THE MONTGOMERY COUNTY AUDITOR'S MAP AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE BDP 25-16).

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

WHEREAS, the City Planning Commission has reviewed Case BDP 25-16 and on July 15, 2025, recommended approval by a vote of 4-0 of the Rezoning and 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 Rezoning and a Basic Development Plan is hereby approved in accordance with the Planning Commission's recommendation and with the following conditions:

1. The applicant shall comply with all Fire Department requirements.
2. The applicant shall construct a 6-foot sidewalk along Fishburg Road.
3. The applicant shall modify the existing storm drain easement to reflect the layout of the stream area better and provide access via a public street or driveway.
4. Water and sanitary lines shall be placed in public easements.

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-11012

Topics Of Discussion G.

Council Work Session

Meeting Date: 08/04/2025

Electric Governmental Aggregation - Plan Of Operation And Governance

Submitted By: Jeffrey Adams

Department: City Manager

Division: City Manager

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/04/2025

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Electric Governmental Aggregation - Plan Of Operation And Governance

Purpose and Background

The next step in the energy aggregation process is to pass an ordinance to adopt the Plan Of Operation and Governance for the City's Electric Governmental Aggregation Program.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Ordinance

Exhibit A

CITY OF HUBER HEIGHTS,
STATE OF OHIO

ORDINANCE NO. 2025-O-

APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL (SOPEC) ELECTRIC AGGREGATION PROGRAM, AND FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN ELECTRIC AGGREGATION PROGRAM.

WHEREAS, the City Council of Huber Heights, Ohio (the “City”) previously enacted legislation authorizing the City to establish an opt-out electric aggregation program, pursuant to Section 4928.20 of the Ohio Revised Code (the “Electric Aggregation Program”), for the residents, businesses, and other eligible electric consumers located within the City, and for that purpose, to act jointly with any other village, city, township, municipal corporation, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) (“SOPEC”), the City will be able to act jointly with other members of political subdivisions and thereby maximize the potential benefit of electric deregulation through group purchasing efforts; and

WHEREAS, this City Council, pursuant to Section 4928.20, Ohio Revised Code, has held two (2) public hearings (June 10 and June 11, 2025) on the Plan Of Operation and Governance (the “Plan”) for the SOPEC Electric Aggregation Program; and

WHEREAS, the Council has determined this Ordinance is in the best interest of the City’s residents and promotes the general welfare of said citizenry.

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

Section 1. The City Council of Huber Heights, Ohio hereby approves and adopts the Plan Of Operation and Governance of the SOPEC Electric Aggregation Program in the form presented to this City Council and on file with the Clerk of Council as attached hereto as Exhibit A.

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

SOPEC

Sustainable Ohio Public Energy Council



**Southeast Ohio Public Energy Council
(DBA Sustainable Ohio Public Energy Council)**

**Electric Plan of Operation &
Governance**

For Member Communities

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I. Introduction

This Plan of Operation and Governance (the “Plan”) has been prepared by the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) (“SOPEC”) on the behalf of its current members and any future members that may join SOPEC’s governmental aggregation of electric customers (the “Aggregation Program”). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating customers in member communities.

On November 5, 2013, the voters of Athens City and Athens County approved ballot measures that authorized governmental electrical aggregation. The City has agreed to be part of the County aggregation program as permitted under Ohio Revised Code (“R.C.”) 4928.20(A), which allows for the creation of an “opt-out” aggregation program. Subsequently, additional member communities chose to join SOPEC’s Aggregation Program. Under SOPEC’s Opt-Out Aggregation Program (defined below), electric residential and non-mercantile commercial customers located in member communities are included in the Opt-Out Aggregation Program unless they explicitly opt-out.

To comply with the Public Utilities Commission of Ohio’s (“PUCO”) regulations, SOPEC members joined together to form an “aggregation council”, which filed an application for certification as a government aggregator with the PUCO. The following Plan, which SOPEC member communities developed, has also been filed with the PUCO. The Plan was adopted after public hearings were held in accordance with R.C. 4928.20(C), and modified by the SOPEC members.

II. Description and Objectives of the Aggregation Program: Endorsement Program

This Plan includes details related to operations of the collaborations between SOPEC members, the procurement of energy supply, and the expectations of members for Suppliers (defined below). This Plan includes all information necessary for the certification of SOPEC by the PUCO as a governmental aggregator under R.C. 4928.20.

The Aggregation Program contains two types of aggregations, an “Opt-Out Aggregation Program” and an “Opt-In Aggregation Program”. Under the Opt-Out Aggregation Program, participation is voluntary for each individual customer in a member community. Individual customers will be notified of their inclusion in the Opt-Out Aggregation Program and will have the opportunity to decline service. The customers may choose any electric supplier they wish at the outset of the program and at least every three years thereafter. New member communities also shall have the opportunity to join SOPEC’s Opt-Out Aggregation Program.

Under the Opt-In Aggregation Program, SOPEC offers customers who live in SOPEC member communities the ability to join the Opt-In Aggregation Program upon their affirmative consent. Customers who want to participate in SOPEC’s Opt-In Aggregation Program can contact the Supplier to enroll. Supplier and SOPEC also may contact individuals in SOPEC member communities regarding opt-in opportunities.

SOPEC and Supplier may offer customers more than one product during the Opt-Out Aggregation process and also during the Opt-In Aggregation process. SOPEC also may endorse any competitive retail electric service supplier to offer within SOPEC’s member communities products that are not included in the Aggregation Program, or sponsor other

programs (including endorsement programs) pursuant to one or more program agreements with any SOPEC member(s) or non-member(s) as may be authorized by the SOPEC Board of Directors (“Endorsement Program(s)”).

III. Goals of the Aggregation Program

The specific goals of the Aggregation Program are as follows:

1. To pursue reasonably priced energy supply through the bargaining power of pooled customer aggregation purchases;
2. To ensure maximum investment of energy generation dollars in local projects and energy options;
3. To secure clean and sustainable energy sources as significant portions of community energy supply if selected by member communities;
4. To include in generation supply purchases investments in local energy efficiency investments;
5. To provide, on a non-discriminatory basis, an option for aggregation of all customers who qualify under the PUCO’s rules and who SOPEC and its Supplier have elected to serve;
6. To allow the eligible customers who do not wish to participate to opt-out of the Opt-Out Aggregation Program;
7. To allow customers in member communities to opt-in to an Opt-In Aggregation Program upon providing affirmative consent
8. To ensure that Suppliers provide quality, reliable service and customer service;
9. To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
10. To include, to the extent possible, government accounts into the aggregation;
11. To advance community economic and energy development goals; and
12. To utilize local government powers and authorities to achieve these goals.

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as a function of the local utility; but SOPEC may request Supplier(s) to take on billing responsibilities for customers participating in energy efficiency or distributed generation programs implemented by Supplier(s). The local utility will continue to own, furnish, install, calibrate, test, and maintain all meters and associated equipment used for customer billing and retail energy settlement purposes. The local utility shall be the “provider of last resort” for customers not participating in the Aggregation Program who have not elected to take service from another competitive supplier.

SOPEC will not assume title to electric generation. It will not buy and resell electric generation to the participants of the program. Instead, SOPEC will negotiate a contract with Supplier(s) to provide electric supply to the members of the aggregation program. Billing and scheduling of electric loads shall be handled by the Supplier or local utility.

IV. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although SOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on customers' bills as the "generation charge." Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility's standard offer generation charge. All Supplier charges to the customer will be fully and prominently disclosed under the notification process, which is discussed further below.

V. Steps for Communities during the Aggregation Program Process

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through SOPEC on their behalf. The steps to authorize opt-out and opt-in aggregations are the same, except where noted below:

1. SOPEC shall develop and issue Request for Proposals ("RFPs") that incorporate and address all of the goals expressed in this Plan;
2. Competitive retail electric suppliers ("Supplier(s)") will respond to RFPs; SOPEC and its agents will engage in direct negotiations with Suppliers;
3. SOPEC shall select Supplier(s) and execute one or more supply contracts with Supplier(s);
4. The local distribution utility for each member community shall supply its electronic list of eligible customers for those communities;
5. For Opt-Out Aggregation only:
 - a) Supplier(s) will acquire an electronic list of eligible customers in member communities from the local distribution utility (this information must include applicable meter numbers and other appropriate codes);
 - b) SOPEC and selected Supplier(s) will notify customers of the opt-out process via U.S. mail utilizing the electronic customer list of addresses;
 - c) SOPEC Supplier(s) will revise the electronic customer list to remove responding opt-out customers from the list;
 - d) Supplier(s) will transmit the revised electronic customer list back to the distribution utility for customer transfer;

- e) The distribution utility will complete the administrative transfer of participating customers (via revised electronic list) to SOPEC Supplier(s); and
 - f) Participating customers on all billing cycles will be enrolled with the selected Supplier with the beginning of a new billing cycle.
6. For the Opt-In Aggregation Program only:
 - a) SOPEC and Supplier will market and solicit customers within the SOPEC member communities;
 - b) Supplier will enroll customers in the Opt-In Aggregation Program by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the applicable electric distribution utility's tariff.
 7. The appropriate distribution utility for each member community will complete the administrative transfer of participating customers to the Supplier;
 8. SOPEC's Supplier will ensure the firm delivery of electric supply based on the terms and conditions of the supply contract with SOPEC;
 9. SOPEC and legal and technical advisors will monitor contract for compliance; and
 10. SOPEC will act to protect the interests of member communities.

VI. Participation in the Aggregation Program; Endorsement Program

Opt-Out Aggregation. For purposes of an Opt-Out Aggregation Program, an "eligible customer" constitutes a customer eligible under utility or PUCO rules and which SOPEC and its Supplier have elected to serve. Customers that shall not be included in the Opt-Out Aggregation Program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;

- A customer enrolled in the percentage of income payment plan (“PIPP”);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator’s member communities.

Eligible customers shall be notified of the Opt-Out Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21-day period specified in the terms and conditions of the supply contract(s). Customers may be offered a program electric supply product and one or more optional supply products through the opt-out notice. If options are provided, the customer may decline all products by opting-out of the Opt-Out Aggregation Program. Customers that do not choose to opt-out will be automatically enrolled in the program product, unless they make arrangements with the Supplier, as specified in the opt-out notice, to take one of the optional supply products.

During this 21-day opt-out period customers also may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity at least every three years after the initiation of service to opt-out of the Opt-Out Aggregation Program without interruption of their current service, or payment of a penalty or switching fee. In addition, participating customers can leave the Opt-Out Aggregation Program at any time without being subject to early termination fees. These participating customers can leave the Opt-Out Aggregation Program early in accordance with the terms and conditions of their supply contracts.

Customers who move to a SOPEC member community (including those who move from another SOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the supply contract(s). Such new electric customers can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the initial 21-day period after the postmark date on the opt-out notice and at subsequent opt-out periods of at least every three years.

Opt-In Aggregation. Supplier(s) and SOPEC may contact customers in SOPEC member communities regarding the opportunity to participate in the Opt-In Aggregation Program, or customers may contact the Supplier(s) regarding such opportunities. Supplier(s), with SOPEC’s consent, will determine the terms and conditions of service, as well as the customers’ rates, subject to written policies mutually agreed upon by the SOPEC and Supplier(s). For purposes of the Opt-In Aggregation Program, customers are enrolled by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO’s rules and the electric distribution utility’s tariff. Participating customers who terminate their contracts with the supplier prior to their contracts’ expiration may be subject to an early termination fee which will be described in their supply contract, if applicable.

Endorsement Program. SOPEC also may initiate an Endorsement Program whereby it may endorse any competitive retail electric service supplier to offer within SOPEC’s member

communities or otherwise to a SOPEC Member or non-Member products that are not included in the Aggregation Program.

VII. Notification of Opt-Out Aggregation Program Customers

Prior to initiation of Opt-Out Aggregation Program service, all opt-out eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

1. A separate mailing
2. Newspaper notices
3. Public service announcements
4. Posting of prominent notice in the local government office building in each member community

Prior to enrollment in the Opt-Out Aggregation Program, notification shall be mailed in a timely manner for receipt by customers prior to their start of service day. The opt-out period is 21 days. The notification shall include the following elements:

1. A summary of all actions taken by SOPEC to authorize the Aggregation Program;
2. A description of the services offered by the Opt-Out Aggregation Program
3. A statement informing customers of their right to opt-out of the Opt-Out Aggregation Program at least every three years, without interruption of their current service, or payment of a penalty or switching fee;
4. A statement indicating that any customer returning to the distribution utility after commencement of the Opt-Out Aggregation Program may pay the market price for power;
5. A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
6. An itemized list and explanation of all fees and charges not incorporated in the base Opt-Out Aggregation Program rates but that will be charged for participation in the Opt-Out Aggregation Program if any;
7. Disclosure of the dates covered by the Opt-Out Aggregation Program, including the estimated start date;
8. Disclosure of any credit and/or deposit requirements;
9. Disclosure of any limitations or conditions on customer acceptance into the Opt-Out Aggregation Program;
10. If applicable, inform customers whether SOPEC elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform customers that non-standard service offer rates and conditions may apply if the customer returns to the electric utility after the opt-out period;

11. A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
12. A customer-friendly opt-out form (e.g., a postcard) to return to SOPEC or Supplier indicating whether the customer has opted out of the Opt-Out Aggregation Program.
13. A toll free phone number that customers can call to opt-out of the Opt-Out Aggregation Program.
14. Inform customers that they must return the completed opt-out form to the Supplier(s) or contact the Supplier(s) via telephone within the 21-day opt-out period to opt-out.
15. Inform customers that they shall be automatically included in the Opt-Out Aggregation Program if they do not return the opt-out form or do not call the Supplier within the 21-day opt-out period.
16. Inform customers in the terms and conditions of their supply contracts that SOPEC will not charge any early termination fees.
17. All charges to be made and a comparison of the primary terms of SOPEC's selected contract compared to the Standard Offer; and
18. Information about eligible energy efficiency and distributed energy customer options.

Customers that do not return the opt-out form within 21 days or do not call the Supplier within the 21-day opt-out period to opt-out shall be automatically included in the Opt-Out Aggregation Program.

Eligible customers who relocate to a SOPEC member community shall be included in the Opt-Out Aggregation Program, subject to their opportunity to opt-out. The selected Supplier(s) shall provide standard opt-out notification materials to customers who have relocated to member communities, or customers who otherwise are eligible to join the Opt-Out Aggregation Program. The new customer may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the opt-out period. At least every three years, customers may be permitted to opt-out of the Opt-Out Aggregation Program at no fee.

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company. Customers may be considered for re-enrollment in the Opt-Out Aggregation Program once they have met the requirements of law and are current on bill payment.

VIII. The City of Athens, Ohio Carbon Fee

Pursuant to the #3 Advisory Election of Athens City on May 8, 2018 ("Advisory Election"), the voters of the City of Athens, Ohio granted SOPEC the authority to charge a 2 mills retail carbon fee for each kilowatt hour of electric consumption used by SOPEC retail electric customers in the City of Athens, Ohio (such fee, the "Carbon Fee"). The Advisory Election also authorized SOPEC to use all Carbon Fee revenues to fund local public solar projects. All

SOPEC retail electric customers within the City of Athens shall automatically pay the Carbon Fee, except for those customers who elect to opt out of payment of the Carbon Fee. SOPEC's supplier shall collect the Carbon Fee from participating customers enrolled in the Program in the jurisdiction of the City of Athens who have not elected to opt out of the Carbon Fee.

All Carbon Fee revenues shall be used for the purposes of promoting and supporting local solar projects. SOPEC, in its sole discretion, shall determine how the Carbon Fee revenues shall be distributed to proposed local solar projects.

IX. Customer Service

Regarding all issues of customer protection (including provisions relating to slamming and blocking), SOPEC will ensure that the selected Supplier comply all statutes, rules and regulations currently in place and as may be amended from time to time. SOPEC will provide on-going customer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending on the subject and appropriate venue. SOPEC will also assist member communities with all required notifications, information, and public hearings.

SOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

Supplier shall utilize the billing services of the local distribution company to render timely billings to each participating customer; except where bills will be directly managed by the Supplier for the purposes of providing energy efficiency, distributed generation or other options as specified under contract.

All bills shall comply with PUCO rules, regulations, and requirements regarding the essential components and formats. Credit and collection processes concerning billing will remain the sole responsibility of the selected Supplier and the local distribution company as provided by state law. Under no circumstances shall SOPEC have any responsibility for payment of any bills.

Unless otherwise specified in customers' supply contracts, all billing shall be based on the meter readings generated by meters of the distribution company at the customer's facilities. Customer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution company and/or the Supplier. Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

X. Customer Protections

The following customer protection provisions are anticipated to be contained in customers' contracts with the Supplier(s):

1. Title to and risk of loss with respect to the electric energy will transfer from the Supplier to participating customers at the Point-of-Sale, which is the customer's side of the meter.

2. Energy delivered pursuant to the customer's supply contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the customer supply contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.
3. Recognizing that electricity provided under the customer's supply contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the supply contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.
4. Given the increasing interest in and need for high levels of reliability, the supply contract will help assure that participating customers in SOPEC member communities receive power supply with reliability equal to that of native load customers for the distribution company. The Supplier is providing generation and, unless provided by the utility, transmission services, and participating customers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the customer's supply contract consistent with the requirements of law and equivalent to network service available to native load customers.

XI. Customer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier(s) shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier can be directed to SOPEC or the PUCO. SOPEC will continue to monitor the selected Supplier for compliance with customer protection provisions in the customer's contract with Supplier and timely resolution of customer problems. Problems regarding the selected Supplier(s) can be directed to SOPEC or the PUCO. Customers may

contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at. The Office of the Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at. SOPEC can be contacted at or 740-597-7955.

At the request of SOPEC, the selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problem in the selected Supplier's service, SOPEC will pursue timely remedial action or consider the Supplier in breach of its supply contract with SOPEC.

XII. Termination of Participation in the Opt-Out Aggregation Program

The Opt-Out Aggregation Program may be terminated for participating customers in two ways:

1. Upon the termination or expiration of the power supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
2. At the decision of an individual member community to cancel its membership in SOPEC.

In the event of termination of the Opt-Out Aggregation Program, each customer receiving power supply services under the Opt-Out Aggregation Program will receive notification of termination of the program ninety days before termination. SOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Opt-Out Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law.

XIII. Termination of Participation in the Opt-In Aggregation Program

Termination of the Opt-In Aggregation Program will be governed by the terms of individual opt-in customers' supply contracts. An individual Opt-In Aggregation Program customer who chooses to terminate participation in the Aggregation Program before the expiration of the customer's supply contract(s) may be required to pay an early termination fee, if applicable. Any obligation to pay an early termination fee, if any, will be made a part of the customer supply contract(s). Opt-In Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

XIV. Organizational Structure

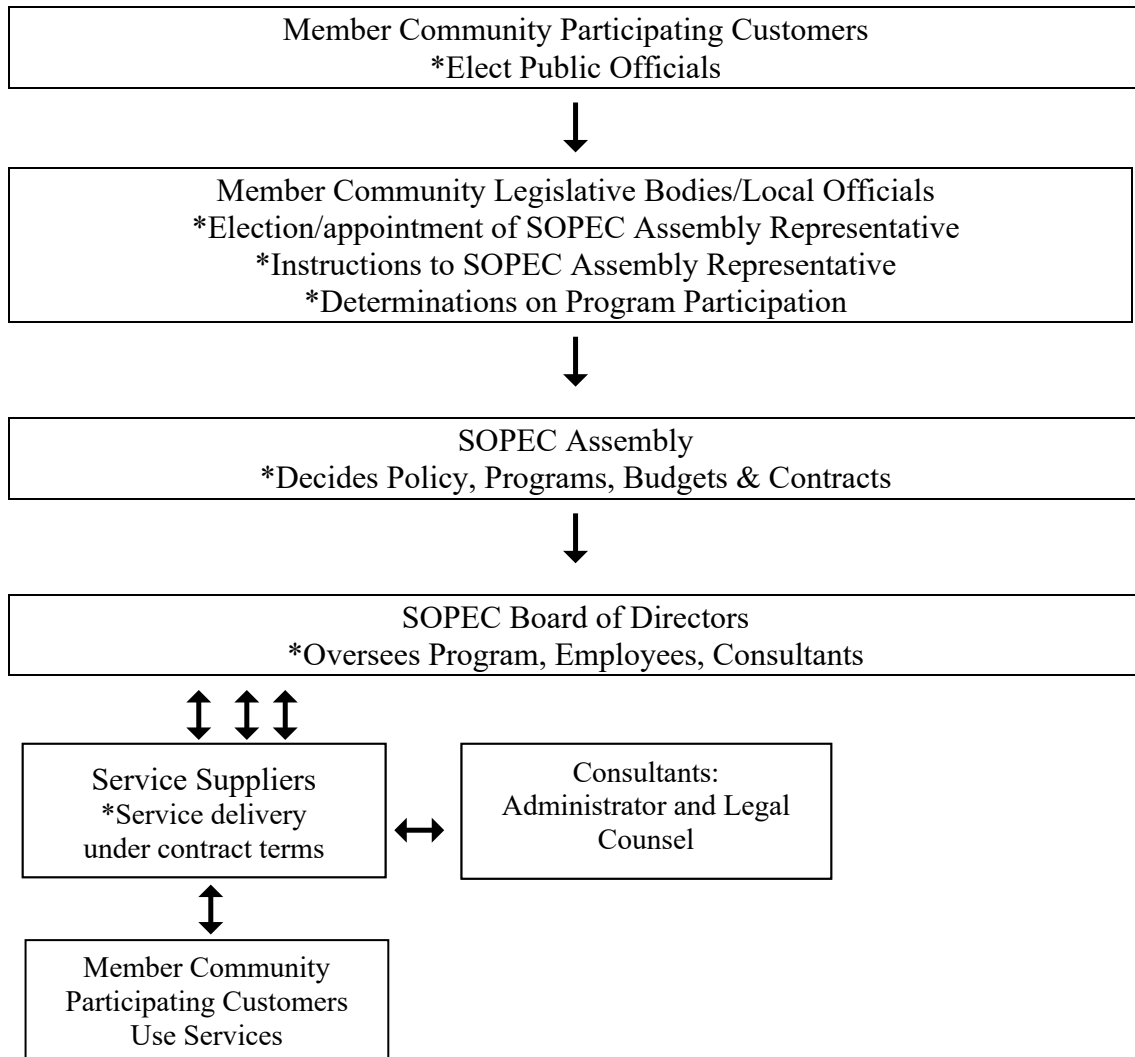
Each SOPEC member community shall have one representative in the SOPEC Assembly; which will serve as the legislative body for the organization. Members shall elect a Board of Directors. The Board of Directors of SOPEC shall oversee the implementation and operation of the Aggregation Program consistent with the provisions of the R.C. 4928.20 and the Bylaws of the SOPEC organization.

SOPEC shall act as agent for member communities to establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and other guarantees sufficient to protect customers and the electric distribution utility. SOPEC may contract with service providers to achieve this purpose.

Outline of Structure:

1. Community Citizens: Customers can influence the program through elections that put in place officials that will appoint and control the assembly members.
2. Member Communities Legislative Bodies/Local Officials: Local officials may act on program and policy issues. They may individually choose to participate in additional programs of SOPEC, or terminate the community's participation in SOPEC. They may also raise issues directed to them by customers for the SOPEC Assembly and Board to address.
3. SOPEC Assembly: This is the legislative body of the organization, reviews its policies and contracts, and votes in the Board of Directors.
4. SOPEC Board of Directors: The Board of Directors shall manage the day-to-day operations of SOPEC, and may appoint agents and contract for services, and shall keep the Assembly informed of such actions.
5. Service Suppliers: Suppliers will contract with SOPEC to provide retail electric supply, energy efficiency, and local energy as part of contracts; and will report to SOPEC in carrying out these responsibilities.
6. Member Community Participating Customers: Participating customers in member communities will benefit from the professional representation and consumer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.

***SOPEC Member Electric Aggregation Program
Organizational Structure***



XV. Certification

No governmental aggregator shall send an opt-out disclosure notice to potential customers of an aggregation prior to the governmental aggregator being certified by the commission. The certification of governmental aggregators is governed by Chapter 4901:1-21-16 of the Ohio Administrative Code (“O.A.C.”) and R.C 4928.20. R.C. 4928.20 allows municipalities, townships, and counties to join together and combine their resources for development and implementation of an electric aggregation program.

XVI. Aggregation Program Funding

SOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing, implementing and providing oversight for the Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate kilowatt hour charge to all participating customers to cover costs of the program. Such funds will be collected by the Supplier and paid to SOPEC. In the event additional funding for SOPEC is required, each SOPEC member may be assessed an annual fee pursuant to the agreement establishing SOPEC. The funding will be utilized for all Aggregation Program Operations.

XVII. Modification of SOPEC’s Plan

All material modifications to the SOPEC Plan shall be approved by majority vote of the SOPEC Board of Directors and ratified by a majority vote of the SOPEC General Assembly. By adopting this Plan, SOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made automatically by SOPEC without further action of the SOPEC members or General Assembly.

As adopted 10/27/2014
As amended 09/29/2017
As amended 01/23/2018
As amended 02/18/2021

AI-11017

Topics Of Discussion H.

Council Work Session

Meeting Date: 08/04/2025

Zoning Code Update - Solicit Bids/Award Contract

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/04/2025

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

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

Agenda Item Description or Legislation Title

Zoning Code Update - Solicit Bids/Award Contract

Purpose and Background

In 2023, Huber Heights adopted a new City Comprehensive Plan and a key recommendation is to update and modernize the zoning ordinance. Key goals and outcomes of this zoning ordinance rewrite include:

- Developing a modern zoning ordinance that is easier to navigate utilizing charts and updated graphics.
- Facilitating "missing middle" housing as a by-right use in most districts.
- Aligning our zoning districts to the development pattern districts outlined in the comprehensive plan.
- Decreasing the reliance of PUD zoning districts to reduce development process barriers.
- Ensuring the zoning ordinance complies with recent fair housing rulings and regulations.
- Ensuring the zoning ordinance yields developments that enhance the quality of life of Huber Heights residents and stakeholders.

City Staff anticipate this project will cost approximately \$100,000. The City was awarded a \$50,000 grant from the State Of Ohio to defray a portion of the projected costs.

Fiscal Impact

Source of Funds: General Fund/Grant

Cost: \$100,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Funds were budgeted to update the Huber Heights Zoning Code. The City received a \$50,000 grant from the State Of Ohio to help defray the cost.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025- R-

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS AND AWARD A CONTRACT TO A QUALIFIED FIRM FOR PROFESSIONAL SERVICES RELATED TO UPDATING THE CITY’S ZONING AND SUBDIVISION ORDINANCES.

WHEREAS, the City of Huber Heights desires to promote and protect public health, safety, and general welfare through comprehensive land use regulations; and

WHEREAS, the City of Huber Heights desires to preserve and enhance neighborhoods, promote livability and connectivity, and provide a high quality of life for its residents and businesses; and

WHEREAS, the City of Huber Heights received a Housing Technical Assistance Program grant from the State of Ohio to support the update and modernization of its zoning and subdivision ordinances; and

WHEREAS, sufficient 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 solicit and receive responses from qualified firms for professional services to update the City’s zoning and subdivision ordinances, and to award a contract for such services in an amount not to exceed \$125,000.00, subject to compliance with applicable procurement requirements.

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-11020

Topics Of Discussion I.

Council Work Session

Meeting Date: 08/04/2025

Petition - Conformance Of Boundaries/Annexation Agreement - Bethel Township

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/04/2025

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

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

Agenda Item Description or Legislation Title

Petition - Conformance Of Boundaries/Annexation Agreement - Bethel Township

Purpose and Background

This agenda item is for discussion regarding a resolution to submit a Petition to conform boundaries and a draft Annexation Agreement with Bethel Township. Legislation approving the Annexation Agreement will be forthcoming upon the direction of Council.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Draft Petition

Draft Annexation Agreement

Resolution

**PETITION FOR ADJUSTMENT OF BETHEL TOWNSHIP BOUNDARIES
TO EXCLUDE THAT TERRITORY WHICH, AS A RESULT OF ANNEXATION,
NOW LIES WITHIN THE CORPORATE BOUNDARIES
OF THE CITY OF HUBER HEIGHTS, OHIO**

TO THE BOARD OF COUNTY COMMISSIONERS
OF MIAMI COUNTY, OHIO

The City of Huber Heights, Ohio, by Christopher R. Conard, its Law Director, respectfully petitions the Board of County Commissioners of Miami County, Ohio, pursuant to Ohio Revised Code Section 503.07, for an order changing the boundaries of Bethel Township to exclude territory that has recently been annexed by the City of Huber Heights, and to place that territory within the City of Huber Heights, and for such other action as may be proper to make the boundaries of annexed territory within the limits of the City of Huber Heights.

The aforementioned Ohio Revised Code Section 503.07 states that a board of county commissioners, on presentation of a petition, with the proceeding of the annexing legislative authority authenticated, at a regular or adjourned session, shall upon the petition of a city change the boundaries of the township.

This petition is filed under the authority of the Huber Heights Resolution No. 2025-R-_____, passed _____, 2025, a certified copy of which is attached as Exhibit A. A certified copy of the minutes of said City Council Meeting are attached for referenced as Exhibit B.

Resolution No. 2024-R-7455, adopted on July 16, 2024 approved the annexation of approximately 296.236 ± acres petitioned for by Jill Stemen Tangeman, Esq., on behalf of petitioners GLJ Holdings Company, LLC; Gary L. Lavy, Trustee; and Carol J. Marchelletta, which was then approved by the Miami County County Commissioners at its February 22, 2024 meeting. A copy of Huber Heights Resolution No. 2024-R-7455 is attached as Exhibit C.

As required by Section 503.07(B) of the Ohio Revised Code, the City of Huber Heights notified Bethel Township of its intent to amend the boundaries as set forth in this Petition. A copy of the notice sent to Bethel Township is attached as Exhibit D.

Petitioner's Name

Address

City of Huber Heights, Ohio

6131 Taylorsville Road
Huber Heights, OH 45424

Exhibit A

Huber Heights City Resolution No. 2025-R-_____

[to be inserted]

Exhibit “B”

A certified copy of the minutes of Huber Heights Council Meeting dated

[to be inserted]

Exhibit “C”
Huber Heights Resolution 2024-R-7455

[to be inserted]

Exhibit “D”
Notice sent to Bethel Township

[to be inserted]

020251\00382\4920-6693-5369.1

DRAFT

ANNEXATION AGREEMENT

BY AND BETWEEN

BETHEL TOWNSHIP (MIAMI COUNTY), OHIO

AND

THE CITY OF HUBER HEIGHTS, OHIO

Dated as of _____, 2025

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into on or as of the day of _____, 2025 (the “Effective Date” herein) by and between the Board of Trustees of Bethel Township, the legislative authority of and for Bethel Township, a political subdivision duly organized and validly existing under the laws of the State of Ohio (“Township” or “Bethel” herein), and the Council of the City of Huber Heights, Ohio, the legislative authority of and for the City of Huber Heights, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the State of Ohio (“City” or “Huber Heights” herein, collectively with the Township, the “Parties” and each a “Party” hereto).

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping jurisdictions within certain areas of Miami County, Ohio (“County” herein); and

WHEREAS, certain landowners filed an annexation petition (“Petition”) pursuant to the provisions of Section 709.023, of property consisting of 296.236+/- acres identified as Miami County Auditor tax parcel numbers A29-004300, A29-004302, A29-004304, A29-004306, A29-004308, A29-004310, A29-004312, A29-004314 (collectively the 2025 Annexation Parcels) and labeled as “2025 Annexation Parcels” on the map attached hereto and incorporated herein as Attachment A; and

WHEREAS, the Miami County Board of County Commissioners accepted the Petition, and the City has accepted the annexation of the 2025 Annexation Parcels; and

WHEREAS, the Parties agree there is additional acreage located adjacent to, and will be annexed into, the City pursuant and labeled as “2025 Planned Annexation Area” on Attachment A; and

WHEREAS, the Parties agree that the 2025 Annexation Parcels and the 2025 Planned Annexation Area collectively shall be referred to as the “2025 Annexed Property.”

WHEREAS, the Parties have further agreed that the City will conform the boundaries of 2025 Annexed Property pursuant to Chapter 503 of the Ohio Revised Code and the Township will waive any required statutory reparations due and owing to the Township; and

WHEREAS, the City and Township are willing to entertain requests for economic development assistance in connection with infrastructure improvements and extensions of utility services affecting the 2025 Annexed Property and potential future commercial, industrial and retail uses located in the unincorporated areas of the Township upon terms mutually satisfactory to both Parties; and

WHEREAS, this Agreement is authorized under the provisions of Section 709.192 of the Ohio Revised Code and other applicable laws of the state of Ohio, and has been approved by the respective legislative authority of both Parties.

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCEL AND LIMITATIONS

Section 1.1. Designation of Agreement Territory and Annexation Parcels. This Agreement shall cover and be applicable to all the unincorporated area located in the 2025 Annexed Property that is also located in the Township (the “Agreement Territory”).

- A. **Effect of Annexation:** The City shall conform the boundaries of all 2025 Annexed Property from the Township which have not yet been conformed under and pursuant to Section 503.07 of the Ohio Revised Code to exclude the Township from such area(s). Upon the exclusion of the Township from any such area, the City shall not be required to make any compensation payments to Bethel as set forth in Section 709.19 of the Ohio Revised Code, as said Section exists on the Effective Date of this Agreement.
- B. **Township Tax Increment Financing District.** The Township passed legislation Bethel Township Resolution Numbers 21-12-095 and 21-10-076 pursuant to Section 5709.73(B) of the Ohio Revised Code creating a tax increment financing over a portion of the area covering the 2025 Annexation Parcels. The Township Board of Trustees shall within six (6) months following the City’s acceptance of this Agreement, pass the appropriate legislation rescinding Bethel Township Resolution Numbers 21-12-095 and 21-10-076 thereby removing the 2025 Annexed Property parcels from the tax increment financing district. Nothing in this Agreement shall prevent the Township from passing legislation implementing tax increment financing in the Agreement Territory outside of the 2025 Annexed Property.
- C. **Cooperative Efforts:**
 - 1. Before entering into any agreement with another municipality or fire district for fire and EMS services, Bethel Township shall first offer the City of Huber Heights the opportunity to submit a bid or contract proposal for providing such services within the Township.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 2.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 2.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 2.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may commence litigation against the defaulting Party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available. In any litigation between the Township and the City, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs and expenses of suit, including reasonable attorney fees.

Section 2.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between any Parties. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 2.6. Amendments. This Agreement may be amended only by legislation authorized by appropriate legislation passed by each of the Parties.

Section 2.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under O.R.C. Chapter 2744.

Section 2.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 2.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to township under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

Section 2.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 2.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 2.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into Annexation Agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 2.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at:

Bethel Township Board of Trustees
8735 S. Second Street
Tipp City, Ohio 45371
Attention: Township Administrator

(b) The City at:

6131 Taylorsville Road
Government Center
Huber Heights, OH
45424 Attention: City
Manager

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 2.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

Section 2.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 2.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Miami County, Ohio.

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IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date first set forth above.

ATTEST:

**THE CITY OF HUBER HEIGHTS,
MONTGOMERY AND MIAMI
COUNTIES, OHIO**

Anthony Rodgers, Huber Heights Council Clerk

By: _____
John W. Russell III, City Manager

APPROVED AS TO FORM:

Christopher R. Conard, Law Director

ATTEST:

**BETHEL TOWNSHIP
MIAMI COUNTY, OHIO**

Rhonda Ross, Township Fiscal Officer

By: _____
Cody Smith, Township Administrator

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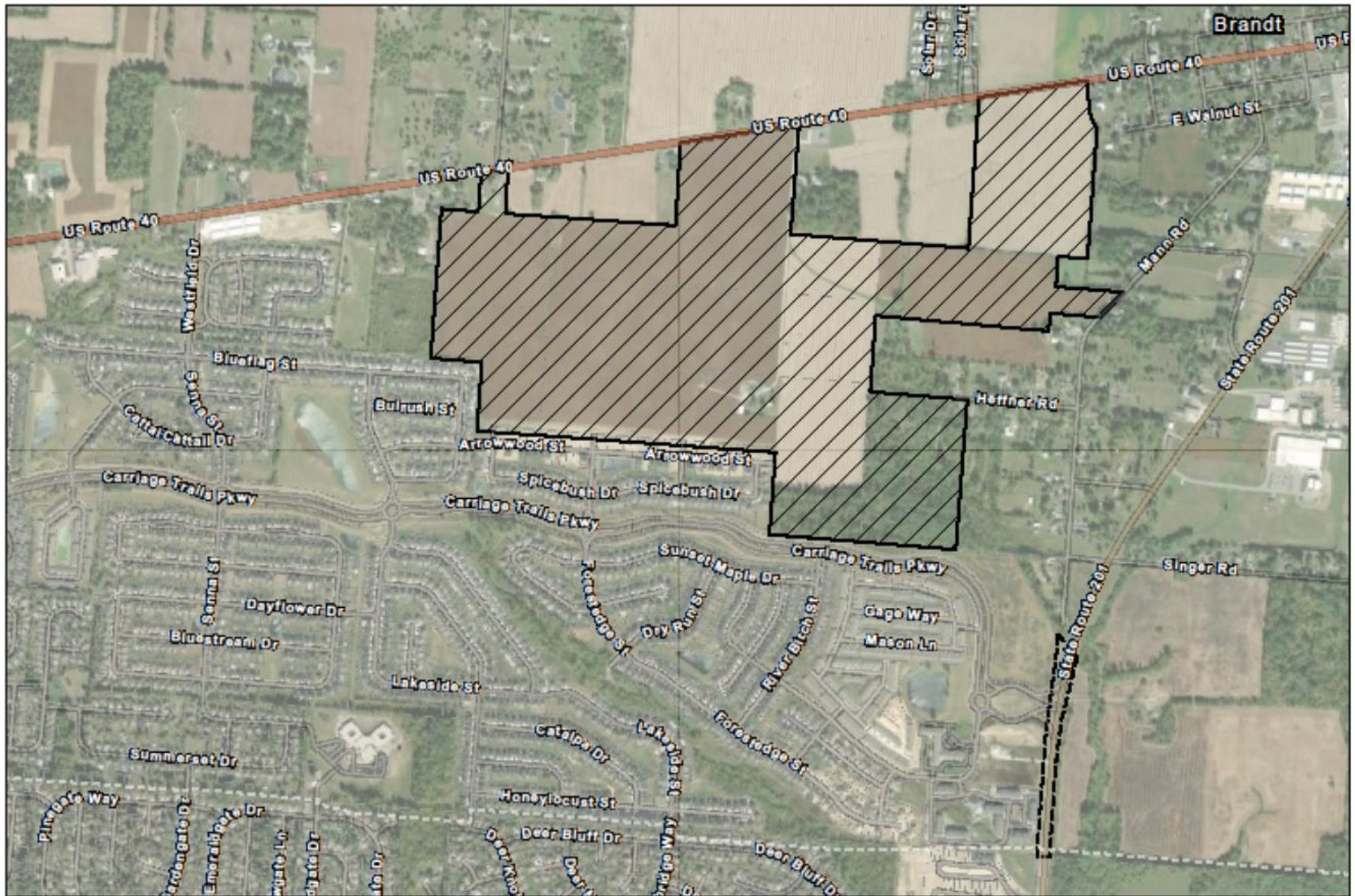
FISCAL OFFICERS' CERTIFICATIONS

The undersigned fiscal officer of Bethel Township (Miami County), Ohio hereby certifies that the moneys required to meet the financial obligations of the Township under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Rhonda Ross
Fiscal Officer, Bethel Township,
Miami County, Ohio

The undersigned Director of Finance of City of Huber Heights, Ohio hereby certifies that the moneys required to meet the financial obligations of the City under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

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



Attachment A

 2025 Planned
Annexation Area

 2025 Annexation
Parcels

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2025-R-

PETITIONING THE BOARD OF COUNTY COMMISSIONERS OF MIAMI COUNTY, OHIO, TO ADJUST THE BOUNDARY LINES OF BETHEL TOWNSHIP SO AS TO EXCLUDE THAT TERRITORY THAT, AS A RESULT OF ANNEXATION, NOW LIES WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HUBER HEIGHTS (CARRIAGE TRAILS II ANNEXATION OF APPROXIMATELY 296.236 ± ACRES – RESOLUTION NO. 2024-R-7455)

WHEREAS, On February 22, 2024, the Miami County Board of approved, by Resolution No. 24-02-246, the petition to annex approximately 296.236 ± acres of land situated in Bethel Township (the “Annexed Territory”) to the City of Huber Heights, Ohio (the “City”); and

WHEREAS, Pursuant to Ohio Revised Code Section 709.04, the Huber Heights City Council accepted that annexation by Resolution No. 2024-R-7455, adopted on July 16, 2024; and

WHEREAS, Ohio Revised Code Section 503.07 authorizes a municipal corporation to petition the county commissioners to alter township boundaries so they are contiguous with the municipality’s corporate limits; and

WHEREAS, in accordance with Ohio Revised Code Section 503.07(B), the City has provided Bethel Township Trustees with not less than ten (10) days’ written notice of Council’s intent to adopt this Resolution.

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

Section 1. The City hereby petitions the Miami County Board Of Commissioners for an order adjusting the boundary lines of Bethel Township to remove the Annexed Territory, depicted and legally described on Exhibit A attached hereto, and to place that territory within the City, all in accordance with Ohio Revised Code 503.07, and related provisions.

Section 2. The Clerk of Council is hereby authorized and directed to certify a copy of this Resolution, together with a certified copy of the minutes of the meeting at which this Resolution was adopted, showing its adoption by a vote of the majority of the members of the Huber Heights City Council, being the "legislative authority of the Municipal Corporation" as set forth in Ohio Revised Code Section 503.07, to the Miami County Board Of Commissioners.

Section 3. The City Law Director is hereby authorized and directed to present a certified copy of this Resolution and a certified copy of the minutes of this meeting to the Miami County Board Of Commissioners, as a Petition for such changes to the boundary lines of Bethel Township as set forth herein

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

Exhibit A

DESCRIPTION OF 296.236 ACRES BETHEL TOWNSHIP, MIAMI COUNTY, OHIO

Situated in the State of Ohio, County of Miami, Township of Bethel, being parts of Sections 13, 14, 19 and 20, Township 2, Range 9, Miami Rivers Survey, being a portion of that property as described in a deed to Gary L. Lavy, Trustee, of record in Document No. 2019OR-07903 (Tract I only), being all of that 35.873 acre tract as described in a deed to Carol J. Marchelletta of record in Document No. 2020OR-12550 and all of those properties as described in a deeds to GLJ Holdings Company LLC, of record in Document No. 2023OR-06149 (21.151 acres), Document No. 2022OR-09379 (20.000 acres), Document No. 2023OR-09633 (50.000 acres), Document No. 2022OR-09378 (59.240 acres), Document No. 2022OR-09375 (26.697 acres) and Document No. 2023OR-09615 (27.129 acres), all references herein being to the records of the Recorder's Office, Miami County, Ohio, and being more particularly described as follows:

Beginning at the common corner to Sections 13, 14, 19 and 20, said point being occupied by a utility pole and also being the southwesterly corner of that 20.933 acre tract as described in a deed to Jeannine F. Friend, of record in Deed Book 650, Page 134;

Thence South 84°05'03" East, along the southerly line of said 20.933-acre tract, a distance of 809.57 feet to a 5/8" rebar found at a angle point in said southerly line at the northwesterly corner of said GLJ Holding Company, LLC tract (Doc. No. 2023OR09615);

Thence South 84°03'21" East, continuing along said southerly line and the southerly line of that 15.417-acre tract as described in a deed to Jeannine F. Friend (LE) and Diana Jones (RM), of record in Deed Book 576, Pages, 109, 111 and 113, a distance of 782.70 feet to an iron pin found with a plastic cap inscribed "COZATT 6001" at the southeasterly corner of said 15.417 acre tract and the southwesterly corner of said 35.873-acre tract;

Thence North 05°14'09" East, along the easterly line of said 15.417-acre tract, passing an 5/8" rebar found in the southerly right of way line of U.S. Route 40 (80.00 feet in width), at a distance of 1,316.24 feet, a total distance of 1,357.25 feet to a mag nail found in the centerline of U.S. Route 40;

Thence North 82°29'20" East, along the centerline of U.S. Route 40, a distance of 977.45 feet to a mag nail found at the northwesterly corner of Lot 145, as shown and delineated on the plat "Replat of Lots 46-49 Part of a Vacated Alley and Part of Section 14", of record in Plat Book 26, Page 51 and described in a deed to Karen S. Koenig, of record in Document No. 2020OR-12549;

Thence South 03°46'38" East, along the westerly perimeter of said Lot 145, passing an iron pin found with a plastic cap inscribed "COZATT 6001" on the southerly right of way line of U.S. Route 40 at a distance of 40.09 feet, a total distance of 291.57 feet to an 5/8" rebar found at an angle point in said Lot 145;

Thence South 22°02'17" East, continuing along the westerly perimeter of said Lot 145, a distance of 166.95 feet to an iron pin found at the southwesterly corner of said Lot 145 in the northerly right of way line of Walnut Street (66.00 feet in width);

Thence South 05°11'16" West, along the westerly terminus of said Walnut Street and along the westerly line of that 5.000-acre tract as described in a deed to Jeffery J. Morford and Francine M. Morford, of record in Deed Book 544, Page 324, the westerly line of that 8.0757 acre tract as described in a deed to Sandra J. Sexton, of record in Official Record Volume 464, Page 901, the westerly line of that 0.765 acre tract as described in a deed to Ronald J. Getter, of record in Document No. 2016OR-05311 and the westerly line of that 1.079 acre tract as described in a deed to Matthew Patak, of record in Document No. 2022OR-11459 and the westerly line of that 0.903 acre tract as described in a deed to Russell Snyder, of record in Deed

Book 766, Page 893, a distance of 1,149.88 feet to a 5/8" rebar found at the southwesterly corner of said 0.903-acre tract and the northwesterly corner of that 2.750-acre tract and the northeasterly corner of that 1.637 acre to both described in a deed to J. James Merz, Peggy J. Clendening and William J. Merz, Co-trustees, of record in Document No. 2018OR-08112;

Thence North 84°03'21" West, along the northerly line of said 1.637-acre tract, a distance of 262.92 feet to a 5/8" rebar found at the northwesterly corner of said 1.637-acre tract;

Thence South 05°01'23" West, along the westerly line of said 1.637-acre tract, a distance of 271.00 feet to an iron pin set at the southwesterly corner of said 1.637-acre tract;

Thence South 84°03'18" East, along the southerly of said 1.637-acre tract, a distance of 263.13 feet to a 5/8" rebar found at the southeasterly corner of said 1.637-acre tract and the southwesterly corner of said 2.750-acre tract;

Thence South 84°30'13" East, along the southerly line of said 2.750 acre tract, a distance of 334.94 feet to a mag nail found in the centerline of Mann Road (60.00 feet in width) at the southeasterly corner of said 2.750 acre tract;

Thence South 44°29'47" West, along said centerline, a distance of 307.30 feet to a mag nail set at the northeasterly corner of that 1.388-acre tract as described in a deed to Kerri E. Bubeck and Ryan E. Bubeck, of record in Document No. 2023OR-05424;

Thence North 84°06'13" West, along the northerly line of said 1.388-acre tract, a distance of 441.73 feet to a 5/8" rebar found at the northwesterly corner of said 1.388-acre tract;

Thence South 05°53'47" West, along the westerly line of said 1.388 acre tract, a distance of 160.00 feet to a 5/8" rebar found at the southwesterly corner of said 1.388 acre tract in the northerly line of that 14.510 acre tract as described in a deed to Michael Seale and Eugenia Seale, of record in Document No. 2021OR-03790;

Thence North 84°06'13" West, along said northerly line, a distance of 1554.77 feet to a 1" pinch top pin found at the northwesterly corner of said 14.510-acre tract;

Thence South 05°00'47" West, along the westerly line of said 14.510-acre tract and the westerly line of that 2.811-acre tract as described in a deed to William L. Thayer, III and Bobbie J. Cantrell of record in Document No. 2016OR-14842, a distance of 671.16 feet to a 5/8" rebar found at the southwesterly corner of said 2.811-acre tract;

Thence South 84°12'59" East, along the southerly line of said 2.811 acre tract, the southerly line of that 3.675 acre tract as described in a deed to William L. Thayer, III and Bobbie J. Cantrell of record in Document No. 2016OR-14842 and the southerly line of that 1.100 acre tract as described in a deed to Isaac B. Coppock and Michele M. Coppock of record in Deed Book 711, Page 289, a distance of 867.83 feet to a mag nail found in the centerline of Heffner Road (60 foot right of way) at the northwesterly corner of that 10.140 acre tract as described in a deed to Kerry J. Pahal, of record in Document No. 2015OR-05509;

Thence South 04°52'03" West, along the westerly line of said 10.140-acre tract, a distance of 1,339.34 feet to a 5/8" rebar found at the southwesterly corner of said 10.140-acre tract and in the northerly line of that 14.9604-acre (net) tract as described in a deed to the City of Huber Heights, of record in Document No. 2023OR-01701;

Thence North 84°20'09" West, along said northerly line, a distance of 1680.77 feet to a 1" pipe found at the northwesterly corner of said 14.9604-acre tract and the southeasterly corner of "Carriage Trails Section 7, Phase III", a subdivision of record in Plat Book 26, Pages 8-8A;

Thence North 05°13'29" East, along the easterly line of said Carriage Trails Section 7, Phase III and the easterly perimeter of part Inlot 352 (remainder) as shown and delineated upon the plat "Carriage Trails" a subdivision of record in Plat Book 22, Page 25, a distance of 732.60 feet to an iron pin found with plastic cap inscribed "M-E Companies";

Thence North 84°54'54" West, along the northerly perimeter of said part Inlot 352, a distance of 2678.46 feet to an iron pin found with plastic cap inscribed "M-E Companies" in the easterly line of "Carriage Trails Section 9, Phase III", a subdivision of record in Plat Book 26, Pages 20-20A;

Thence North 05°06'04" East, along the easterly line of said "Carriage Trails Section 9, Phase III", and the easterly line of "Carriage Trails Section 9, Phase IV", a subdivision of record in Plat Book 26, Pages 67-67B, a distance of 614.38 feet to an iron pin found with plastic cap inscribed "M-E Companies" at the northeasterly corner of said "Carriage Trails Section 9, Phase IV";

Thence North 84°34'07" West, along the northerly line of said "Carriage Trails Section 9, Phase IV", a distance of 456.76 feet to an 1" pipe found at the southeasterly corner of that 12.982 acre tract as described in a deed to Eldar Mamedov, of record in Document No. 2023OR-04310;

Thence North 04°58'53" East, along the easterly line of said 12.982-acre tract, a distance of 1,337.64 feet to an iron pin set at the northeasterly corner of said 12.982 acre tract and in the southerly line of that 1.857 acre tract as described in a deed to Eldar Mamedov, of record in Document No. 2023OR-04310;

Thence South 84°50'32" East, along the southerly line of said 1.857-acre tract and the southerly line of that 2.011-acre tract as described in a deed to Joyce A. Clifford, of record in Document No. 2015OR-13536, a distance of 333.63 feet to a 2" pipe found at the southeasterly corner of said 2.011-acre tract;

Thence North 04°55'31" East, along the easterly line of said 2.011-acre tract, passing a 5/8" rebar found in the southerly right of way line of U.S. Route 40 (80.00 feet in width) at a distance of 304.99 feet, a total distance of 345.96 feet to a mag nail set in the centerline of U.S. Route 40;

Thence North 82°26'45" East, along said centerline, a distance of 237.40 feet to a mag nail set at an angle point in said centerline;

Thence North 82°23'02" East, continuing along said centerline, a distance of 8.50 feet to a mag nail set at the northwesterly corner of that 16.764-acre tract as described in a deed to Chichak LLC & Asim Shakirjan, of record in Document No. 2022OR-09372;

Thence South 04°26'06" West, along the westerly line of said 16.764 acre tract, passing a 1" pipe found in the southerly right of way line of U.S. Route 40 at a distance of 40.89 feet, a total distance of 400.57 feet to a 1" pinch top pin found at the southwesterly corner of said 16.764 acre tract;

Thence South $85^{\circ}01'11''$ East, along the southerly line of said 16.764-acre tract and the southerly line of that 3.236-acre tract as described in a deed to Carl S. Watson and Heather R. Watson, of record in Document No. 2022OR-060885, a distance of 1523.43 feet to a 1" pinch top pin found at the southeasterly corner of said 3.236 acre tract;

Thence North $05^{\circ}07'34''$ East, along the easterly line of said 3.236-acre tract, passing a 5/8" rebar in the southerly right of way line of U.S. Route 40 at a distance of 701.25 feet a total distance of 742.26 feet to a mag nail set in the centerline of U.S. Route 40;

Thence North $82^{\circ}23'02''$ East, along said centerline, a distance of 1065.69 feet to a mag nail set at the northwesterly corner of that aforementioned 20.933-acre tract and in the common line to Sections 14 and 20;

Thence South $05^{\circ}34'32''$ West, along said common line, the westerly line of said 20.933 acre tract and the westerly line of that 0.717 acre tract as described in a deed to Wilbur E. Friend and Jeannine F. Friend, of record in Deed Book 327, Page 183, a distance of 979.31 feet to the place of beginning and containing 296.236 acres of land of which, 35.867 acres lies in Section 14, 134.161 acres lies in Section 19, 22.526 acres lies in Section 20 and 103.682 acres lies in Section 13.

Bearings herein are based on the Ohio State Plane Coordinate System, North Zone, NAD 83.

Iron pins set consist of a 5/8-inch rebar, 30 inches long with an orange plastic cap stamped "IBI Group, S-6872/S-7740".

This description was prepared by IBI Group Survey, Columbus, Ohio, and is based on an actual field survey of the premises performed in May and November 2021 and September 2023.



By 
David L. Chiesa Date 01/09/24
Registered Surveyor No. 7740

