



**CITY OF HUBER HEIGHTS
STATE OF OHIO
City Council Meeting
Regular Session
April 27, 2026
6:00 P.M.**

City Governance Center - Council Chambers - 6151 Brandt Pike - Huber Heights, Ohio

1. **Call The Meeting To Order - Mayor Jeff Gore**
2. **Invocation - Pastor Festus Rucigitaramo Of The Dayton Compassion Church At 6875 Old Troy Pike, Huber Heights, Ohio**
3. **Pledge Of Allegiance**
4. **Roll Call**
5. **Approval Of Minutes**
 - A. City Council Meeting Minutes - April 13, 2026
6. **Special Presentations/Announcements**
 - A. Professional Municipal Clerks Week Mayoral Proclamation Presentation To Anthony Rodgers, MMC, Clerk Of Council, And Adam Clevenger, Deputy Clerk Of Council - Mayor Jeff Gore
7. **Citizens Comments - Agenda Items**
8. **City Manager Report**
9. **Pending Business**

- A. A Resolution Amending A Community Reinvestment Area Agreement With Simms The Gables Of HH, LTD.
(second reading)

10. **New Business**

CITY COUNCIL

Anthony C. Rodgers, Clerk Of Council

- A. A Motion To Appoint Ms. Sade Hedgcorth To The Arts And Beautification Commission For A Term Ending June 30, 2029.
- B. A Motion To Appoint Ms. Michele Blair To The Culture And Diversity Citizen Action Commission For A Term Ending December 31, 2028.

ADMINISTRATION

John Russell, City Manager

- C. A Resolution Authorizing The Execution Of An Annexation Agreement Between The City Of Huber Heights And The Board Of Trustees Of Bethel Township, Miami County.
(first reading)
- D. A Resolution Approving The Collective Bargaining Agreement With The Fraternal Order Of Police, Ohio Labor Council, Inc. Representing Law Enforcement Officers In The Division Of Police For The Time Period January 1, 2026 Through December 31, 2028.
(first reading)
- E. An Ordinance Authorizing The Issuance Of Tax Increment Financing Revenue Bonds From Time To Time For The Purpose Of Paying The Costs Of Certain Public Improvements Or Refunding Debt Issued By The City For That Purpose And Authorizing The Execution And Delivery Of A Master Trust Agreement Providing For The Rights Of The Holders Of The Bonds And Pledging Certain Revenues And Funds To Secure Those Bonds, And Declaring An Emergency.
(first reading)
- F. An Ordinance Providing For The Issuance And Sale Of Tax Increment Financing Revenue Bonds, Series 2026, In The Maximum Aggregate Principal Amount Of \$3,000,000, For The Purpose Of Paying The Costs Of The Construction Of Certain Public Improvements, Authorizing Various Related Documents And Instruments, Including A Bond Placement Agreement, A First Supplemental Trust Agreement And A Private Placement Memorandum, And Declaring An Emergency.
(first reading)
- G. An Ordinance Declaring The Improvement To Certain Parcels In The City To Be A Public Purpose And Exempt From Taxation; Providing For The Collection And Deposit Of Service Payments And Specifying The Purposes For Which Those Service Payments May Be Expended; Authorizing Compensation Payments, And Declaring An Emergency.
(first reading)

- H. A Resolution Authorizing The City Manager To Enter Into A Full-Service Street Lighting Agreement With Miami Valley Lighting, LLC.
(first reading)
- I. A Resolution Declaring Certain City Property No Longer Needed For Municipal Purposes As Surplus And Authorizing Disposal Of Said Surplus Property.
(first reading)
- J. A Resolution Authorizing The City Manager To Enter Into A Project Development Agreement With Energy Systems Group, LLC For Phase II Facility Improvements Related To The Police Division.
(first reading)

11. **Citizens Comments - General**

12. **City Official Reports And Comments**

13. **Executive Session**

14. **Adjournment**

AI-11476

Minutes A.

City Council Meeting

Meeting Date: 04/27/2026

Approval Of Minutes - 04/13/2026

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

City Council Meeting Minutes - April 13, 2026

Purpose and Background

Approval of the minutes from the April 13, 2026 City Council Meeting.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

There are no financial implications to this agenda item.

Attachments

Minutes

1. Call The Meeting To Order - Mayor Jeff Gore

The Huber Heights City Council met in a Regular Session on April 13, 2026. Mayor Jeff Gore called the meeting to order at 6:00 p.m.

2. Invocation - Pastor Festus Rucigitaramo Of The Dayton Compassion Church At 6875 Old Troy Pike, Huber Heights, Ohio

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

4. Pledge Of Allegiance

5. Roll Call

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

Absent: Mark Campbell, Nancy Byrge

Staff Assistant City Manager Alex Zaharieff; Clerk Of Council Anthony Rodgers;
Present: Law Director Christopher Conard; City Manager John Russell;
Communications Coordinator Sarah Williams

Mayor Jeff Gore said Mr. Campbell and Mrs. Byrge had given notice of their inability to attend this meeting.

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

6. Approval Of Minutes

A. City Council Meeting Minutes - March 23, 2026

The minutes for the March 23, 2026 City Council Meeting were approved by the Huber Heights City Council as submitted.

7. Special Presentations/Announcements

A. 2026 Arbor Day Mayoral Proclamation Presentation - Mayor Jeff Gore

Mayor Jeff Gore read and presented a proclamation to Mrs. Sarah Forsythe, Parks Manager, and Mr. Ron Moore, Parks and Recreation Board Member, declaring April 24, 2026 as Arbor Day in the City of Huber Heights. He stressed the importance of trees in preventing erosion, providing wood for construction, and producing oxygen. He encouraged the residents of Huber Heights to protect trees and woodlands.

Mrs. Forsythe thanked Mayor Jeff Gore for the Arbor Day proclamation. She said Mr. Moore is a huge supporter of Arbor Day and has planted nearly 300 trees on his property.

Mr. Moore presented the Parks and Recreation Heritage Tree Award to Mr. and Mrs. Mark Bruns, owners of the Van Cleve home, which contains a beautiful white oak on the property.

Mrs. Forsythe said many in the community are confused as to why, if the City is celebrating Arbor Day, that the City is taking trees down all over Huber Heights. She said over 100 Bradford Pear trees located throughout the City, which are invasive and damaging to the local ecosystem, are being removed and replaced by a greater diversity of native trees in 2026.

B. Huber Heights Senior Center Presentation - Mr. Kenneth Herstine, President, Huber Heights Senior Center

Mr. Kenneth Herstine, President of the Huber Heights Senior Center, thanked Council for approving the construction of the new senior center. He said Council has been extremely supportive of the activities and improvements at the Huber Heights Senior Center. He specifically thanked Council for the approval of a new handicap access ramp for the bingo room, a new computer and internet access for the Senior Center Treasurer, and lighter chairs for the card playing rooms. He said Mrs. Byrge, Mr. Russell, and Mr. Webb have been wonderful representatives for the seniors in the community. He thanked the City Staff who work at the Huber Heights Senior Center for making it a wonderful place to go to every day.

Mayor Jeff Gore said the Huber Heights Senior Center is one of the more robust and active senior centers in the region. He said many people from outside Huber Heights come to the Huber Heights Senior Center due to the people and the activities available. He said Council is vested in the success of the Huber Heights Senior Center and sees it as a place that encourages seniors to age in place and stay active.

Mr. Herstine said the Huber Heights Senior Center has a tremendous relationship with the YMCA and he thanked the YMCA for being a supportive partner to the senior center.

Mr. Webb said Mr. Herstine is making a noticeable improvement and he has added excitement to the Huber Heights Senior Center in his role as President.

Ms. Baker thanked Mr. Herstine for his service and she encouraged all Huber Heights residents over fifty years of age to visit the Huber Heights Senior Center.

C. City Of Huber Heights Citizens Academy Program Presentation - Ms. Sarah Williams, Communications Coordinator, And Mr. Alex Zaharieff, Assistant City Manager

Citizens Academy participant Mr. Charles Hancock said there is a great deal of misinformation in the City and it was an eye-opening experience to be able to speak to City Staff during the Citizens Academy sessions and gain greater insight into what actually happens in the City government. He encouraged all residents of Huber Heights to attend future Citizens Academy sessions if possible.

Ms. Sarah Williams gave a presentation regarding the outcomes of the Citizens Academy. She said the program had twenty graduates who each gave the program an excellent review. She said the graduates of the Citizens Academy program expressed and demonstrated increased understanding of local government. She said the goal of the Citizens Academy was to improve transparency between City Staff and the community, and she said that goal was accomplished. She said each of the Citizens Academy graduates expressed interest in being more engaged in the community in the future. She said the weekly structure of the program, as well as the timing of the program during the winter months, was well received by the Citizens Academy participants. She said the Citizens Academy will be available again in 2027.

Mayor Jeff Gore said he was very proud of the success of the Citizens Academy. He said the program was a wonderful way to inform residents of how City work is accomplished. He thanked all of the Citizens Academy participants as well as City Staff who gave up valuable time to be a part of the Citizens Academy. He thanked Mrs. Williams for her leadership of the Citizens Academy and her work as Communications Coordinator for the City.

Mr. Aikens said anyone interested in serving in local government should attend the

Citizens Academy to gain valuable knowledge and insight of how local government works.

Mr. Webb said the Citizens Academy was a tremendous way to battle misinformation as it pulls back the curtain on local government and shows the City's complete transparency.

8. Citizens Comments - Agenda Items

There were no comments on agenda items from citizens.

9. City Manager Report

City Manager John Russell said said the City's Tax Office is able to assist citizens, free of charge, with the filing of income taxes Monday through Friday from 8:30 a.m. to 4:30 p.m. He directed anyone interested to make an appointment either by going to the City's website or by calling the Tax Office directly. He encouraged Huber Heights residents to use the e-file option located on the City's website. He said the Tax Division now has extended hours by appointment only to further assist residents due to the April 15, 2026 tax deadline. He said the traffic light at the entrance of Carriage Trails on Brandt Pike (State Route 201) came into operation on April 13, 2026. He said the traffic light will flash for seven days and will begin normal operation on April 20, 2026. He said the Kroger Aquatic Center is beginning to take registrations for season passes. He said the YMCA will have a brochure regarding season rates for residents and special populations. He said, as April 12, 2026 to April 16, 2026 is National Public Safety Telecommunicators Week, he wanted to thank the Police Division dispatchers who help make the Huber Heights community a safe place to live. He said the City's Styrofoam recycling event will be held at the Rose Music Center on April 18, 2026 from 9:00 a.m. to 1:00 p.m. He said the Parks and Recreation Department's tree and plant giveaway will take place on April 25, 2026. He said the Arts and Beautification Commission will host an arts exhibition on May 2, 2026 from 1:00 p.m. to 5:00 p.m. at the Huber Heights Senior Center. He encouraged anyone interested in displaying artwork at the art exhibition to register on the City's website. He said renovations on the Charles M. Monita Memorial Building began on February 1, 2026, with construction scheduled to be completed in March, 2027. He said the Charles M. Monita Memorial Building will house the Finance Department, the Tax Division, and Veolia Water once renovations are completed.

10. Pending Business

- A. An Ordinance Amending Certain Sections Of Part Fifteen, Fire Prevention Code, Of The Huber Heights Codified Ordinances.
(second reading)

Mr. Russell said the first reading of this item regarding the amendment of Part Fifteen of the Fire Prevention Code of the Huber Heights Codified Ordinance was presented to Council at the March 23, 2026 City Council Meeting. He said approval of this item would align the Huber Heights Codified Ordinances with the updated 2025 Ohio Fire Code.

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

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

11. New Business

CITY COUNCIL
Anthony C. Rodgers, Clerk Of Council

- A. A Motion To Appoint Brandon Board To The Parks And Recreation Board For A Term Ending March 31, 2029.

Clerk of Council Anthony Rodgers said this item relates to the appointment of Mr. Brandon Board to the Parks and Recreation Board for a term ending March 31, 2029. He said the necessary background check on Mr. Board had been completed.

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

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

- B. A Motion To Reappoint Alexander Black And Andy Hill To The Parks And Recreation Board For A Term Ending March 31, 2029.

Mr. Rodgers said this item relates to the reappointment of Mr. Alexander Black and Mr. Andy Hill to the Parks and Recreation Board for a term ending March 31, 2029. He said the necessary updated background checks on Mr. Black and Mr. Hill have been completed.

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

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

- C. A Motion To Reappoint Kenneth Herstine To The Personnel Appeals Board For A Term Ending March 31, 2029.

Mr. Rodgers said this item relates to the appointment of Mr. Kenneth Herstine to the Personnel Appeals Board for a term ending March 31, 2029. He said the necessary updated background check on Mr. Herstine had been completed.

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

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

- D. A Motion To Designate Don Webb As The Replacement For Brian Looney As City Representative To The First Suburbs Consortium For 2026.

Mr. Rodgers said this item relates to the appointment of Mr. Don Webb as the replacement for Mr. Brian Looney as City representative to the First Suburbs Consortium for 2026.

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

ADMINISTRATION

John Russell, City Manager

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

Mr. Russell said Human Resources Manager Katie Knisley presented this item regarding the amendment of the City of Huber Heights Table Of Organization at the April 7, 2026 Council Work Session. He said this amendment to the City of Huber Heights Table Of Organization eliminates two positions and changes the supervision tree for a few other positions.

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

Mr. Webb congratulated Mr. Russell and the City Staff for simplifying the City's Table Of Organization.

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

- F. An Ordinance Authorizing Transfers Between Various Funds Of The City Of Huber Heights, Ohio And Amending Ordinance No. 2025-O-2739 By Making Supplemental Appropriations For Expenses Of The City Of Huber Heights, Ohio For The Period Beginning January 1, 2026 And Ending December 31, 2026.
(first reading)

Mr. Russell said Finance Director Jim Bell presented this item regarding 2026 supplemental appropriations for expenses of the City at the April 7, 2026 Council Work Session. He said the expenses of the 2026 City Budget will be reduced by nearly \$450,000.00 due to expiring water bonds.

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

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

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

- G. An Ordinance Approving Individual Assessments Amounts And Directing The Director Of Finance Or His/Her Designee To Certify The Amounts To The Applicable County Auditor For Collection, And Declaring An Emergency.
(first reading)

Mr. Russell said Mr. Bell presented this item to Council at the April 7, 2026 Council Work Session. He said this legislation is related to City assessments, for items such as property maintenance, sidewalk repair, and unpaid water bills, to be presented to the appropriate County Auditors for collection purposes.

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

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

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

- H. A Resolution Amending A Community Reinvestment Area Agreement With Simms The Gables Of HH, LTD.
(first reading)

Mr. Russell said Assistant City Manager Aaron Sorrell presented this item regarding the amendment of a Community Reinvestment Area agreement with Simms The Gables of HH, LTD at the April 7, 2026 Council Work Session.

Mayor Gore said this item be moved to a second reading to allow for further discussion at the April 21, 2026 Council Work Session.

- I. A Resolution Authorizing The Execution Of A Development Agreement With 7125 Executive Boulevard, LLC And 7125 Executive Phase I, LLC.
(first reading)

Mr. Russell said Assistant City Manager Aaron Sorrell presented this item regarding the execution of a development agreement with 7125 Executive Boulevard, LLC and 7125 Executive Phase I, LLC at the April 7, 2026 Council Work Session. He said the new development previously referred to as the Pride One Development will be renamed Hawthorne Ridge.

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

- J. A Resolution Authorizing The City Manager To Enter Into Contract For The 2026 Rehabilitation Of Sewer Lines Project.
(first reading)

Mr. Russell said City Engineer Russ Bergman presented this item regarding the selection of United Survey, Inc. as the best bidder to complete work on the 2026 Rehabilitation Of Sewer Lines Project at the April 7, 2026 Council Work Session.

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

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

- K. A Resolution Authorizing The City Manager To Enter Into A Contract For The Replacement Of Media Cell B In Five Iron Filters At The Rip Rap Road Water Treatment Plant (RRRWTP).
(first reading)

Mr. Russell said City Engineer Russ Bergman presented this item regarding the selection of National Water Services as the best bidder to complete the replacement of media cell B in five iron filters at the Rip Rap Road Water Treatment Plant at the April 7, 2026 Council Work Session. He said the replacement of the media cell B filters would improve the City's water.

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

- L. A Resolution Authorizing The City Manager To Solicit, Advertise, And Receive Bids From Qualified Firms For The Construction Of The Brandt Pike Sanitary Lift Station Project.
(first reading)

Mr. Russell said City Engineer Russ Bergman presented this item regarding the solicitation of bids for the construction of the Brandt Pike Sanitary Lift Station Project at the April 7, 2026 Council Work Session. He said the two existing lift stations near the Walmart location on Brandt Pike will be replaced with one larger lift station.

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

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

- M. A Resolution Authorizing The City Manager To Enter Into A Contract To Purchase One (1) Class 7 Snowplow Dump Truck And Appurtenant Equipment Thereto For The Public Works Division And Waiving The Formal Bidding Requirements.
(first reading)

Mr. Russell said Public Works Division Manager Mike Gray presented this item regarding the purchase of a Class 7 snowplow dump truck and appurtenant equipment at the April 7, 2026 Council Work Session. He said the new dump truck will replace the oldest dump truck currently in service with the Public Works Division. He said any salvageable equipment from the dump truck that is to be replaced will be used on the new dump truck in an effort to reduce costs.

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

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

- N. A Resolution Authorizing The City Manager To Award The Purchase Of One (1) John Deere Front End Wheel Loader And Appurtenant Equipment Thereto For The Public Works Division And Waiving The Formal Bidding Requirements.
(first reading)

Mr. Russell said Public Works Manager Mike Gray presented this item regarding the purchase of a John Deere front end wheel loader and appurtenant equipment at the April 7, 2026 Council Work Session. He said the new front end loader is necessary due to the construction of the City's second salt barn which will be located at the new Public Works Division facility.

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

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

Mr. Davidson asked when the new Public Works Division facility would be ready for operation.

Mr. Russell said the new Public Works Division facility should be ready by the end of May, 2026.

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

12. Citizens Comments - General

Mr. Jeff Morford of Bethel Township read the definition of oppression from the dictionary. He said slavery, apartheid, and preventing a woman's right to vote were forms of oppression that were legal at the time. He said the annexation of Bethel Township by the City of Huber Heights, while legal, is also a form of oppression to the residents of Bethel Township.

Mayor Jeff Gore informed Mr. Morford his time was up due to repetitive speech.

Mr. Morford said the cutting back of his time to speak was another form of oppression.

Ms. Patricia Walker of Huber Heights asked if the City of Huber Heights had an Honor Flight Program.

In Council Chambers
6151 Brandt Pike, Huber Heights, Ohio 45424

April 13, 2026

Mayor Jeff Gore said the City is not directly involved with the local Honor Flight Program. He said the City's Military and Veterans Commission is often in contact with the organizations that manage the Honor Flight Program.

Mr. Rodgers suggested Ms. Walker to speak to Mr. Charles Hancock of the Military and Veterans Commission, who was in attendance at the City Council Meeting, for more information.

13. City Official Reports And Comments

There were no City Officials reports or comments.

14. Executive Session

There was no need for an Executive Session.

15. Adjournment

Mayor Jeff Gore adjourned the Regular Session City Council Meeting at 7:00 p.m.

Clerk of Council

Date

Mayor

Date

AI-11508

City Council Meeting

**Special Presentations/Announcements A.
City Council**

Meeting Date: 04/27/2026

Professional Municipal Clerks Week Mayoral Proclamation Presentation

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: None

Date(s) of Committee Review: N/A

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Professional Municipal Clerks Week Mayoral Proclamation Presentation To Anthony Rodgers, MMC, Clerk Of Council, And Adam Clevenger, Deputy Clerk Of Council - Mayor Jeff Gore

Purpose and Background

Mayor Jeff Gore will present a mayoral proclamation recognizing Professional Municipal Clerks Week from May 3-9, 2026 and the professional service of Clerk of Council Anthony Rodgers and Deputy Clerk of Council Adam Clevenger.

**PROFESSIONAL MUNICIPAL CLERKS WEEK
May 3-9, 2026**

This Proclamation resolves that the week of May 3-9, 2026 is designated as Professional Municipal Clerks Week. The Proclamation extends appreciation to all Municipal and Deputy Clerks for the services with which they provide their communities. Specifically, the Proclamation cites that the Clerk serves as the professional link between the citizens, the local governing bodies and agencies of government at other levels. It also honors Municipal and Deputy Clerks for continually striving to improve the administration of their duties through participation in education programs, seminars, workshops and annual meetings of their state, province, county and international professional organizations.

The International Institute of Municipal Clerks (IIMC), a professional association of City, Town, Township, Village, Borough, Deputy and County Clerks, sponsors Municipal Clerks Week. IIMC has over 15,000 members throughout the United States, Canada and 15 other countries.

Anthony Rodgers, MMC, has served as Clerk of Council since August, 2008 and Adam Clevenger has served as the Deputy Clerk of Council since February, 2025.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Fact Sheet

Proclamation



Annual Professional Municipal Clerks Week

FACT SHEET

Sponsored by the International Institute of Municipal Clerks

Professionalism In Local Government Through Education

PURPOSE

To recognize the vital and appreciated services performed by Municipal and Deputy Clerks in serving the changing needs of their communities.

HISTORY

The annual Professional Municipal Clerks Week was initiated in 1969 by IIMC and is endorsed by all of its members throughout the United States, Australia, Belgium, Bermuda, Bulgaria, Canada, England, Italy, the Netherlands, New Zealand, South Africa, and Wales. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Professional Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government.

TYPICAL RESPONSIBILITIES OF THE MUNICIPAL AND DEPUTY CLERK:

- Maintains the official council minutes, ordinance books and all records and documents.
- Indexes all official actions of council.
- Issues licenses and permits.
- Processes contracts and agreements.
- Keepers of community history and vital records.
- Receives, distributes and files correspondence from citizens and other governmental agencies.
- Administers elections, registration and voting.
- Acts as a key liaison between local government and its citizens.
- Handles significant financial responsibilities including preparation of tax rolls, special assessments and budgets.
- Provides central services such as personnel, purchasing, etc.

IIMC is a professional association of City, Village, Town, Township, Borough and County Clerks, Secretaries and Recorders. IIMC prepares its members to meet the challenges of the diverse role of the Municipal and Deputy Clerk by providing services and continuing professional development opportunities to benefit members and the government entities they serve.



CITY OF HUBER HEIGHTS, OHIO

MAYORAL PROCLAMATION

WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government, exists throughout the world and the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all and the Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the City through participation in education programs, seminars, workshops and the annual meetings of state, province, county and international professional organizations; and

WHEREAS, it is most appropriate to recognize the accomplishments of the Office of the Clerk Of Council of the City of Huber Heights.

NOW, THEREFORE, I, Jeff Gore, Mayor of the City of Huber Heights, Ohio, do hereby proclaim the week of May 3 – 9, 2026 in Huber Heights, Ohio as:

Professional Municipal Clerks Week

in the City of Huber Heights and further extend the City's appreciation to Clerk Of Council Anthony Rodgers and Deputy Clerk Of Council Adam Clevenger and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Huber Heights, Ohio to be affixed this twenty-seventh day of April in the Year of Our Lord, Two Thousand and Twenty-Six.

Jeff Gore
Mayor, City Of Huber Heights, Ohio

AI-11509City Manager Report

City Council Meeting

Meeting Date:04/27/2026

City Manager Report

Submitted By:Anthony Rodgers

Department:City Council

Council Committee Review?: NoneDate(s) of Committee Review: N/A

Audio-Visual Needs:SmartBoardLegal Review:Not Needed

Emergency Legislation?: NoMotion/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

City Manager Report

Huber Heights City Council Meeting

April 27, 2026



HUBER
HEIGHTS
Come Grow With Us!

Upcoming Road Closure

Chambersburg Rd

4/30

8:15a - 4:30p



HUBER
HEIGHTS
Come Grow With Us!



Huber Heights Police Division



- Officer of the Year
 - Officer Matthew Barrie
- Civilian of the Year
 - Records Specialist Michelle Hunt



MAY 2 FROM 1-5PM
HUBER HEIGHTS ARTS &
BEAUTIFICATION COMMISION'S
2026 ART SHOW

OHIO CREATES

ARTS, CULTURE & LITERATURE

HUBER HEIGHTS SENIOR CENTER (7301 SHULL RD)





HUBER HEIGHTS PARKS &
RECREATION PRESENTS

2026 FREE SUMMER MUSIC SERIES IN THE HEIGHTS

***5/9 SECRET AGENT 23 SKIDOO**
(FAMILY HIP HOP)
12-2PM @ MARIGOLD FESTIVAL

**5/29 HERE I COME AGAIN W/JENNY
& THE STREET WALKERS**
(DOLLY PARTON TRIBUTE)
& (BLUEGRASS)

6/26 EKOOSTIK HOOKAH
(JAM/ROCK/FOLK/BLEUEGRASS/BLUES)

7/31 BOB GRAY ORCHESTRA
(BIG BAND)

8/28 PARTY PUNCH
(PARTY BAND)

9/25 REEL2REAL
(70'S-90'S COVER BAND)

ALL SHOWS 6-9PM

AS THIS IS AN OUTDOOR EVENT,
PLEASE CHECK WWW.HHOH.ORG FOR ANY CANCELLATIONS



facebook.com/hhohcity



[@huberheightsohio](https://www.instagram.com/huberheightsohio)

EICHELBERGER
AMPHITHEATER
8625 BRANDT PK





175^{YEAR} ANNIVERSARY

HEALTHY KIDS DAY[®]

Free To The Public!

NATIONAL SPONSORS



PEANUTS



LOCAL SPONSOR



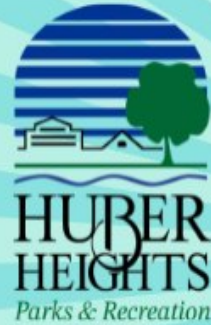
MAY 9TH • 12PM–4PM
AT RIVERSCAPE METROPARK

YMCA OF GREATER DAYTON
DaytonYMCA.org

501C3 00000000



FOOD TRUCK RALLY



Thomas A. Cloud Park
4707 Brandt Pk
Every Tuesday
Beginning May 12th
5pm - 8pm



Questions??



AI-11477

City Council Meeting

Pending Business A.
City Manager

Meeting Date: 04/27/2026

CRA Agreement Amendment - Simms Development - The Gables

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Division: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/07/2026 and 04/21/2026

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Resolution Amending A Community Reinvestment Area Agreement With Simms The Gables Of HH, LTD.
(second reading)

Purpose and Background

This legislation amends an existing CRA Agreement for The Gables of Huber Heights, a housing development project. The current CRA Agreement stipulates the Minimum Service Payments (MSP) in years 11 through 15 will be \$9,500, which is higher than the estimated property taxes in those years. The amendment to the existing CRA Agreement changes the terms of the MSP payments for years 11 through 15 to be equal to the amount of real property taxes owed.

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

Existing CRA Agreement
Resolution

**· ATTACHMENT A
PRE-JULY 1994
COMMUNITY REINVESTMENT AREA AND DEVELOPMENT AGREEMENT**

This Community Reinvestment Area and Development Agreement (the "Agreement") made and entered into as of the ~~19th~~ day of ~~Sept~~ 2023, by and between the CITY OF HUBER HEIGHTS, OHIO, an Ohio political subdivision, with its main offices located at 6131 Taylorsville Road, Huber Heights, Ohio (the "City"); and SIMMS THE GABLES OF HH, LTD., an Ohio limited liability company, with its main offices located at 2785 Orchard Run Road, Dayton, Ohio 45449 (the "Developer").

WHEREAS, the City has encouraged the development of real property located in areas of the City designated as a Community Reinvestment Area; and

WHEREAS, on September 27, 1992, the City Council of Huber Heights, Ohio by Resolution No. 93-R-1319, designated the area known as "Community Reinvestment Area Number 5" pursuant Chapter 3735 of the Ohio Revised Code and the Charter of Huber Heights, as subsequently amended; and

WHEREAS, on June 20, 1994, the City Council of Huber Heights, Ohio by Resolution No. 94-R-1453, designated the area known as "Community Reinvestment Area Number 7" pursuant Chapter 3735 of the Ohio Revised Code and the Charter of Huber Heights, as subsequently amended; and

WHEREAS, Community Reinvestment Area Number 5 ("CRA #5") has been modified or amended by the City Council of Huber Heights on September 28, 2015 via Resolution No. 2015-R-6232; and

WHEREAS, Community Reinvestment Area Number 7 ("CRA #7") has been modified or amended by the City Council of Huber Heights on September 27, 2010 via Resolution No. 2010-R-5333; June 8, 2015 via Resolution No. 2015-R-6195; September 14, 2021 via Resolution No. 2021-R-7036; and December 15, 2022 via Resolution No. 2022-R-7211; and

WHEREAS, the Developer intends to develop certain unimproved real property and constructed certain improvements within the boundaries of CRA #5 and CRA #7 in the City, provided that the appropriate development incentives are available to support the economic viability of the Project (defined below); and

WHEREAS, the City, having the appropriate authority pursuant to the Ohio Constitution, Charter of the City of Huber Heights and laws of the State of Ohio, desires to provide the Property Owner with incentives available for the development of the Project in said CRA #5 and CRA #7; and

NOW, Therefore, in consideration of the mutual covenants contained in this agreement, and of the benefit to be derived by the parties from the execution of it, the parties herein agree as follow:

1. The Developer shall make improvements to real property, at an unimproved

location on Brandt Pike, Huber Heights, Ohio, consisting of Montgomery County Auditor Parcel Numbers P70 03910 0057; P70 0320 0010, 0011, and 0012; P70 0320 0018, 0019, and 0020 (the "Project Site"), as more specifically described in Exhibit A attached hereto and incorporated herein. P70 03190 0057 is located within and located within CRA #5, and the balance of the parcels within the Project Site are located within CRA #7. The Developer shall construct seventy four (74) single family residential dwellings (each such residential dwelling a "Unit" and together, the "Units"), other improvements and amenities, comprising the planned community known as The Gables of Huber Heights (the "Project"). The Project involves a total investment by the Developer of approximately \$27,750,000.00, at the Project Site.

2. The Developer, and any Property Owner, shall provide to the City's housing officer, and the designated tax incentive review council any information reasonably required by the City's housing officer or, the designated tax incentive review council to evaluate the Developer's compliance with this Agreement. Developer agrees to file with the City, no later than ninety (90) days following the issuance (which issuance will not be unreasonably conditioned, withheld or delayed) by the City of a certificate of occupancy for each Unit, or other structure within the Project, a real property CRA tax exemption application, which shall include at least the following information, to the extent applicable:

(i) Confirmation that construction of one or more Units of the Project has been completed and a certificate of occupancy has been issued therefor, and

(ii) Confirmation that the Project has been constructed, or is on track to include at least approximately the number of Units described in this Agreement,

3. Upon conclusion of the Project, including any phased portions thereof, the City shall grant a Community Reinvestment Area tax exemption for real property improvements made to the Project Site pursuant to applicable law, including Ohio Revised Code 3735.65 through 3735.70 (including the pre-Senate Bill 19 (1994) version thereof, as applicable); and shall be in the following amounts: One Hundred Percent (100%) for fifteen (15) consecutive years (the "CRA Exemption") for each Unit constructed as part of the Project. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. For purposes of Section 3 of Resolution 94-R-1453, as amended by Resolution 2022-R-7211, and for purposes of Section 4 of Resolution 93-R-1319, as amended by Resolution 2015-R-6232, the CRA Exemption granted by the terms of this Agreement shall be superior to any other tax exemption granted under Ohio Revised Code Sections 5709.40 or 5709.41, and any exemption granted under such sections shall be subordinate to the CRA Exemption for the duration of the CRA Exemption applicable to each Unit. The parties agree: (a) Upon the initial sale of each Unit to a subsequent owner, other than the Developer, of any Unit, including any successors or assigns (each such owner, including the Developer, together with any successors or assigns as to any Unit, a "Property Owner"), the Developer shall cause this Agreement to be partially assigned to such Property Owner, substantially in the form attached to this Agreement as Exhibit C (b) the CRA Exemption shall commence separately and run for a full 15 years for each Unit of the Project with the first tax year for such Unit, based on the submittal by the Developer of a CRA exemption application to the City provided that the CRA Exemption for any particular Unit of the Project shall commence no later than the first tax year after that portion is completed; (c) the City shall provide written notification

to the Montgomery County Auditor's Office to the tax year in which the CRA Exemption shall commence as to Unit of the Project; (d) the parties shall cooperate and work in good faith to maximize for the Developer, and any Property Owner, the benefits of the CRA Exemption. Developer must file the appropriate applications with the City, if any, and tax forms with the Montgomery County Auditor to effect and maintain the exemptions covered in this Agreement. The City shall timely submit any status report or other reporting to Montgomery County or the State of Ohio (including the Ohio Department of Development) as required by applicable law, rule or regulation.

4. Provided each Property Owner receives the benefit of the CRA Exemption for each Unit owned by such Property Owner in accordance with the terms of this Agreement, each Property Owner agrees to annual minimum service payments ("MSP" or "MSPs") of Nine Thousand Five Hundred dollars (\$9,500.00) per Unit, per year, for years 11 through 15 of each CRA Exemption. The City is authorized to record the necessary documentation to perfect its lien rights with respect to the MSP set forth herein including but not limited to this Agreement and the Declaration of Minimum Service Payments (the "Declaration"), attached hereto as Exhibit B and incorporated herein. Any lien created by this Agreement, and/or pursuant to the Declaration of shall run with the land.

For each applicable year, the MSP will be due on or before the later of (i) thirty (30) days after the receipt of an invoice from the City therefore, or (ii) February 15th.

5. This Agreement is not transferable or assignable without the express written consent of the City. This Agreement shall be binding upon each party's respective successors and permitted assigns. Notwithstanding anything else to the contrary, the City agrees to, and consents to the partial assignment of this Agreement (the "Assumption Agreement"), substantially in the form attached hereto as Exhibit C, to any Property Owner that acquires a Unit from the Developer, in order for such Property Owner to receive the benefits of the CRA Exemption and be required to make the MSP outlined in Section 4 of this Agreement, hereof.

6. Each Property Owner shall pay such real estate taxes as are not exempted under this Agreement, and are charged against such property, and shall file all tax reports and returns as required by law. If a Property Owner fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded for such Unit, beginning with the year for which such taxes are charged or such reports returns are required to be filed, and thereafter.

7. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason the Community Reinvestment Area designation expires or the Director of the Ohio Department of Development revokes certification of the Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement; provided however, if a Property Owner materially fails to fulfill its obligation under this Agreement the City may terminate or modify the exemptions from taxation granted under this Agreement.

9. If a Property Owner materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may unilaterally terminate or modify the exemptions from taxation granted under this Agreement; and may require that the Property Owner pay to the City the amount of taxes that were exempted under this Agreement, (i.e. the taxes that would have been payable had the property not been exempted from taxation under this Agreement). The City is authorized to secure the repayment of such taxes by a lien on any Unit of such a Property Owner in an amount required to be repaid; and such lien shall attach and may be perfected, collected, and enforced, in the same manner as a mortgage lien on the real property; and shall otherwise have the same force and effect as a mortgage lien on the real property.

10. The Developer covenants that at the time of executing this Agreement it does not owe: (1) any delinquent taxes to the State of Ohio or political subdivision of the State; or (2) any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

11. The Developer and the City acknowledge that this Agreement must be approved by formal action of the City Council of Huber Heights, Ohio, as a condition for the Agreement to take effect.

12. By executing this Agreement, the Developer is committing to following non-discriminatory hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, gender, disability, color, national origin, or ancestry.

13. The Developer agrees to construct the Project in accordance with the requirements of Huber Heights Codified Ordinances, and approvals for the Project.

14. The failure by any party to exercise any of its rights hereunder or to enforce any of the terms or conditions of this Agreement on any occasion shall not constitute or be deemed a waiver of that party's rights thereafter to exercise any rights hereunder or to enforce each and every term and condition of this Agreement. This Agreement may not be modified except by a writing specifically referring to this Agreement and executed by duly authorized representatives of both parties. The parties have had the opportunity to have this Agreement reviewed by legal counsel of their choosing. This Agreement was the product of negotiations between the parties and the parties agree that no provision or provisions herein shall be construed against any one party by virtue of the authorship of such provision.

15. The Parties agree to execute and deliver such additional documents and to perform such additional acts as may become reasonably necessary to effectuate the transfers contemplated by this Agreement.

16. A determination that any portion of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of this Agreement as a whole. In the event that any part of any of the covenants, Sections, or provisions herein may be determined by a court of law or equity to be invalid or unenforceable, the parties shall attempt to reach agreement with respect to valid and

enforceable substitutes for deleted provision(s), which shall be as close in intent and effect as possible to the deleted portions.

17. The Developer, on behalf of itself and all subsequent Property Owners, including any successors or assigns, hereby consents to the Huber Heights Tax Division providing to, the Huber Heights City Manager, or his designee, and City housing officer, any and all tax information if necessary to evaluate any Property Owner's compliance with this Agreement and such disclosure shall not be a violation of any federal state or local confidentiality laws or requirements associated with tax or payroll returns. To the fullest extent permitted by law, the City Manager or his designee, or City housing officer will treat any such information as confidential.

18. The City hereby acknowledges that, from time to time during the development of the Project, the Developer will obtain financing in connection with the Project which will be secured in whole or in part by assignments, pledges or mortgages of the its interests in the Project Site (each a "Owner Mortgage"). In connection therewith, the City agrees to and shall cooperate with the Developer and developer to provide to the holder of any such Owner Mortgage (each a "Owner Mortgagee") such reasonable factual representations and mortgagee cure rights regarding this Agreement and/or Developer's rights hereunder as such Owner Mortgagee may request from time to time. Any such requested assurance and/or consent shall be in a form reasonably approved by the City, and the City shall endeavor reasonably to respond to any such request in a prompt and timely manner.

19. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties. All prior agreements between the parties relative to the subject matter of this Agreement are expressly terminated.

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have execute this Agreement, respectively,
as from the last date below written

CITY

PROPERTY OWNER

THE CITY OF HUBER HEIGHTS

SIMMS THE GABLES OF HH, LTD.


Richard S. Dzik, City Manager

By: Charles V. Simms Development Corp.


Charles H. Simms, President

Date: 9/19/23

Date: _____

Approved as to Form and Correctness:

By:  SPECIAL COUNSEL

Printed: Christopher R. Conard

Title: LAW DIRECTOR via appointment as special counsel

STATE OF OHIO)
)
 ss

COUNTY OF MONTGOMERY)

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this 19 day of September, 2023, by Richard S. Dzik, City Manager of Huber Heights, Ohio, on behalf of the City of Huber Heights, Ohio.


Notary

STATE OF OHIO)
)
 ss

COUNTY OF MONTGOMERY)



STEPHANIE WUNDERLICH, Notary Public
In and for the State of Ohio
My Commission Expires Feb 3, 2024

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

The foregoing instrument was acknowledged before me this 18th day of Sept, 2023, by Charles H. Simms, President of Charles V. Simms Development Corp., member of Simms The Gables of HH, Ltd., an Ohio limited liability company, on behalf of the company.


Notary



M. SHANNON MARTIN
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

EXHIBIT A

Situate in the State of Ohio, County of Montgomery, and in the City of Huber Heights, and located in Section 18, Town 2, Range 8 MRS, and being the followings lands:

Tract I:

Being all of Lot Numbered FIVE (5) of The Reserve on the Fairways as recorded in Plat Book 187, Pages 13-13A of the Plat Records of Montgomery County, Ohio records.

Parcel ID No.: P70-03910-0057

Tract II:

Being all of Lot Number FIFTEEN (15) of The Reserve at the Fairways, Section One-A, as recorded in Plat Book 202, Pages 1-1A of the Plat Records of Montgomery County, Ohio.

Parcel ID No.: P70-00320-0019

Tract III:

Being all of Lot Number SIXTEEN (16) of The Reserve at the Fairways, Section One-A, as recorded in Plat Book 202, Pages 1-1A of the Plat Records of Montgomery County, Ohio.

Parcel ID No.: P70-00320-0020

Tract IV:

Being all of Lot Numbered TWELVE (12) of The Reserve at the Fairways, Section One as recorded in Plat Book 195, Pages 21-21A of the Plat Records of Montgomery County, Ohio records.

Parcel ID No.: P70-0320-0012

Tract V:

Being all of Lot Number FOURTEEN (14) of The Reserve at the Fairways, Section One-A, as recorded in Plat Book 202, Pages 1-1A of the Plat Records of Montgomery County, Ohio.

Parcel ID No.: P70-00320-0018

Tract VI:

Being all of Lot Numbered TEN (10) of The Reserve at the Fairways, Section One as recorded in Plat Book 195, Pages 21-21A of the Plat Records of Montgomery County, Ohio records.

Parcel ID No.: P70-0320-0010

Tract VII:

Being all of Lot Numbered ELVEN (11) of The Reserve at the Fairways, Section One as recorded in Plat Book 195, Pages 21-21A of the Plat Records of Montgomery County, Ohio records.

Parcel ID No.: P70-0320-0011

EXCEPTING THEREFROM THE ABOVE REFERENCED TRACTS, the following:

Those portions of the Lots above which have been re-platted in The Reserve at the Fairways, Section One, in Plat Book 195, Pages 21-21A; The Reserve at the Fairways, Section One-A, in Plat Book 202, Pages 1-1A; The Reserve at the Fairways Condominium-Phase One, in Plat Book 199, Pages 6-6B; The Reserve at the Fairways Condominium-Phase Two, in Plat Book 200, Pages 13-13F; The Reserve at the Fairways Condominium-Phase Three, in Plat Book 200, Pages 14-14E; The Reserve at the Fairways Condominium-Phase 4, in Plat Book 204, Pages 1-1E; The Reserve at the Fairways Condominium-Phase Five, in Plat Book 205, Pages 36-36C; and The Reserve at the Fairways Condominium-Phase Six, in Plat Book 207, Pages 33-33C, all of the Montgomery County, Ohio records.

EXHIBIT B
FORM OF DECLARATION

B-1

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AMENDING A COMMUNITY REINVESTMENT AREA AGREEMENT WITH SIMMS THE GABLES OF HH, LTD.

WHEREAS, Simms The Gables Of HH, LTD (the “Developer”) intends to construct 79 owner-occupied condominium-style homes (the “Project”); and

WHEREAS, the Project will require an initial investment of \$27,750,000.00; and

WHEREAS, on September 19, 2023, the City entered into a Community Reinvestment Area (CRA) Agreement with the Developer; and

WHEREAS, the Developer and the City seek to modify the terms of the CRA Agreement to accelerate development.

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

Section 1. Article 4 of the CRA Agreement shall be deleted in its entirety and replaced with:

4. Provided each Property Owner receives the benefit of the CRA Exemption for each Unit owned by such Property Owner in accordance with the terms of this Agreement, each Property Owner agrees to annual minimum service payments (“MSP” or “MSPs”) according to the following schedule:

Years 1 – 10	No MSP Due
Years 11–15	100% of the real property tax due that year.

The City is authorized to record the necessary documentation to perfect its lien rights with respect to the MSP set forth herein including but not limited to this Agreement and the Declaration of Minimum Service Payments (the “Declaration”), attached hereto as Exhibit B and incorporated herein. Any lien created by this Agreement, and/or pursuant to the Declaration of shall run with the land.

For each applicable year, the MSP will be due on or before the later of (i) thirty (30) days after the receipt of an invoice from the City therefore, or (ii) February 15th.

Section 2. The City Manager is hereby authorized and directed to execute, on behalf of the City, an amendment to the CRA Agreement consistent with this Resolution, subject to final approval as to form and legality by the Law Director

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 _____, 2026;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-11506

**New Business A.
City Council**

City Council Meeting

Meeting Date: 04/27/2026

Arts And Beautification Commission Appointment - S. Hedgcorth

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/21/2026

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Motion To Appoint Ms. Sade Hedgcorth To The Arts And Beautification Commission For A Term Ending June 30, 2029.

Purpose and Background

The City's interview panel recommends the appointment of Sade Hedgcorth to the Arts and Beautification Commission for a term ending June 30, 2029. A background check on Ms. Hodgorth was processed through Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Application - S. Hedgcorth

Rodgers, Anthony

From: noreply@civicplus.com
Sent: Thursday, March 26, 2026 6:10 PM
To: Rodgers, Anthony
Subject: Online Form Submittal: Board And Commission Application Form

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

External sender <noreply@civicplus.com>
Make sure you trust this sender before taking any actions.

Board And Commission Application Form

APPLICATION FOR CITY BOARDS AND COMMISSIONS

marital or veteran status, or disability.

PLEASE COMPLETE ALL SECTIONS AND EACH QUESTION COMPLETELY AND ACCURATELY.

Select the City board,
commission, or committee
applying for:

Arts And Beautification Commission

Are you currently serving on any
other City boards, commissions,
or committees?

No

If Yes, which?

Field not completed.

Have you served on a City board,
commission, or committee
before?

No

If Yes, which?

Field not completed.

PERSONAL INFORMATION

Personal Information

Last Name

Hedgcorth

First Name

Sade

Nicole

Address

6904 Summergreen Dr.

Huber Heights

State

Oh

45424

Home Phone Number

937-474-0067

teschy@hotmail.com

EDUCATION & COMMUNITY INVOLVEMENT

EDUCATION

High School

Fairmont High School

	General, HS Diploma
College	Wright State Universtiy
	Bachelor of Arts in Psychology
Graduate School	<i>Field not completed.</i>
	<i>Field not completed.</i>
Other (Specity)	<i>Field not completed.</i>
	<i>Field not completed.</i>

COMMUNITY INVOLMENT

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

	SICSA
Dates of Service	11/28/2024 - 3/26/2026
Organization	Oasis House
Dates of Service	2/14/2016 - 9/30/2018
Organization	<i>Field not completed.</i>
Dates of Service	<i>Field not completed.</i>
Organization	<i>Field not completed.</i>
Dates of Service	<i>Field not completed.</i>

EMPLOYMENT HISTORY

Name of Employer	655 ISRW- WPAFB
Position(s) Held	Administrative Assistant
Dates of Employment	8/23/2023 - 3/26/2026
Name of Employer	Kettering Health
	Office Assistant 2
Dates of Employment	3/22/2022 - 8/23/2023
	WPAFB

Child and Youth Program Assistant

Dates of Employment 9/1/2018 - 10/1/2021

Field not completed.

Position(s) Held *Field not completed.*

Field not completed.

STATEMENT OF INTEREST

Hello, my name is Sade Hedgcorth and I have been a resident of Huber Heights since 2017. My husband and I both work at WPAFB with an Air Force Reserve Unit. I have one child at Wayne and three kids at Monticello Elementary. I have watched the city grow and become thriving in many ways. I have enjoyed how the city is trying to get the community engaged and getting to know our neighbors. I would love to join the Arts & Beautification Commission to help further develop programs or events around the different cultures that live in Huber Heights. I would also love to see our town encourage and develop artists in the city. It brings me incredible joy when we get to see and share the beauty of not only our city but our residents as well. I have been interested many times in joining local government and being a part of the change in the city I live in and raise my family in. Thank you for your time and I appreciate this opportunity.

Additional Documentation (You can upload resume or other supporting documentation): *Field not completed.*

REQUIREMENTS & APPLICANT STATEMENT

Are you at least 18 years of age? Yes

Are you a registered voter? Yes

Do you currently reside in the City of Huber Heights? Yes

Have you resided in the City of Huber Heights for at least one year prior to making this application? Yes

Are you willing to sign a release to allow the City of Huber Heights to perform a background screening and criminal records check? Yes

I agree.

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

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

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

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

Electronic Signature

Sade N. Hedgcoth

3/26/2026

Email not displaying correctly? [View it in your browser.](#)

AI-11507

**New Business B.
City Council**

City Council Meeting

Meeting Date: 04/27/2026

Culture And Diversity Citizen Action Commission Appointment - M. Blair

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/21/2026

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

A Motion To Appoint Ms. Michele Blair To The Culture And Diversity Citizen Action Commission For A Term Ending December 31, 2028.

Purpose and Background

The City's interview panel recommends the appointment of Michele Blair to the Culture And Diversity Citizen Action Commission for a term ending December 31, 2028. A background check on Ms. Blair has been processed through Human Resources.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Application - M. Blair

Rodgers, Anthony

From: noreply@civicplus.com
Sent: Saturday, March 28, 2026 3:56 PM
To: Rodgers, Anthony
Subject: Online Form Submittal: Board And Commission Application Form

CAUTION EXTERNAL EMAIL: This message originated from a non Huber Heights email server. DO NOT CLICK ANY LINKS or OPEN ANY ATTACHMENTS unless you have contacted the sender to verify its legitimacy or confirmed you were expecting it. Contact the IT Department if you need assistance.

External sender <noreply@civicplus.com>
Make sure you trust this sender before taking any actions.

Board And Commission Application Form

APPLICATION FOR CITY BOARDS AND COMMISSIONS



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

PLEASE COMPLETE ALL SECTIONS AND EACH QUESTION COMPLETELY AND ACCURATELY.

Select the City board, commission, or committee applying for: Culture And Diversity Citizen Action Commission

Are you currently serving on any other City boards, commissions, or committees? No

If Yes, which? *Field not completed.*

Have you served on a City board, commission, or committee before? No

If Yes, which? *Field not completed.*

PERSONAL INFORMATION

Personal Information

Last Name	Blair
First Name	Michele
	Nicole
Address	6604 Loblolly Drive
	Dayton
State	OH
	45424
Home Phone Number	5134036133
	michelenblair@yahoo.com

EDUCATION & COMMUNITY INVOLVEMENT

EDUCATION

High School	Stebbins High School
	<i>Field not completed.</i>
Degree Earned	
College	Ohio State University
Course of Study or Degree Earned	History
Graduate School	University of Dayton School of Law
Course of Study or Degree Earned	JD
Other (Specity)	<i>Field not completed.</i>
	<i>Field not completed.</i>
Degree Earned	

COMMUNITY INVOLMENT

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

Field not completed.

Dates of Service *Field not completed.*

Field not completed.

Dates of Service *Field not completed.*

Field not completed.

Dates of Service *Field not completed.*

Field not completed.

Dates of Service *Field not completed.*

EMPLOYMENT HISTORY

Name of Employer Social Security Administration

Administrative Attorney

Dates of Employment 10/15/2017

South University Online

Position(s) Held Legal Adjunct Instructor

Dates of Employment 10/1/2007

Name of Employer Butler County CSEA

Position(s) Held Staff Attorney

Dates of Employment 4/15/2013 - 10/12/2017

Name of Employer University of Cincinnati

Position(s) Held Policy Administrator

Dates of Employment 9/1/2011 - 4/12/2013

STATEMENT OF INTEREST

Statement Of Interest I am a resident of Huber Heights with a commitment to community service, civic engagement, and the fair and respectful treatment of all individuals. As an attorney with over 20 years of experience in legal analysis, research, and decision writing, I have developed a deep appreciation for the importance of equity, due process, and thoughtful problem-solving which are skills I would bring to the Culture and

Diversity Citizen Action Commission.

Throughout my career, I have evaluated complex issues, considered diverse perspectives, and worked to ensure that decisions are grounded in both the law and fundamental fairness. I have lived in Huber Heights since May 2025 and am seeking an opportunity to become more actively involved and to contribute in a meaningful way such as with initiatives that promote education, dialogue, and understanding within the community, and that help address bias or barriers that may affect residents. Serving on this Commission would allow me to use my professional skills while also learning from others and helping strengthen a more inclusive and engaged community.

Additional
Documentation (You
can upload resume or
other supporting
documentation):

[HH committee resume.docx](#)

REQUIREMENTS & APPLICANT STATEMENT

Are you at least 18 years
of age? Yes

Are you a registered
voter Yes

Do you currently reside
in the City of Huber
Heights? Yes

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

Are you willing to sign a
release to allow the City
of Huber Heights
perform a background
screening and criminal
records check? Yes

Electronic Signature
Agreement I agree.

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

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

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

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

Electronic Signature

Michele Blair

3/28/2026

Email not displaying correctly? [View it in your browser.](#)



AI-11505

New Business C.
City Manager

City Council Meeting

Meeting Date: 04/27/2026

Bethel Township - Conformance Of Boundaries

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 04/21/2026

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The Execution Of An Annexation Agreement Between The City Of Huber Heights And The Board Of Trustees Of Bethel Township, Miami County.
(first reading)

Purpose and Background

This legislation authorizes the execution of an Annexation Agreement with Bethel Township. The Annexation Agreement provides for the following:

1. Bethel Township will remove its existing TIF on the recently annexed property.
2. The City shall petition Miami County to conform the boundaries of the recently annexed property.
3. Bethel Township agrees to waive all compensation payments related to the conformed property.
4. The City agrees not to facilitate the annexation of any properties north of U.S. 40 for 25 years upon execution of the agreement.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution
Attachment A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
BETWEEN THE CITY OF HUBER HEIGHTS AND THE BOARD OF TRUSTEES OF
BETHEL TOWNSHIP, MIAMI COUNTY.

WHEREAS, on February 22, 2024, the Miami County Board Of Commissioners approved, by Resolution 24-02-246, a petition seeking the annexation of approximately 296.236 ± acres of land situated within Bethel Township, Miami County, Ohio (the “Annexed Territory”), into the City of Huber Heights, Ohio (the “City”), following the statutory procedures set forth in Chapter 709 of the Ohio Revised Code; and

WHEREAS pursuant to Ohio Revised Code Section 709.04, the Huber Heights City Council reviewed and accepted the annexation petition and the approval of the Miami County Board Of Commissioners through the adoption of Resolution No. 2024-R-7455 on July 22, 2024, thereby completing the municipal acceptance requirements for annexation; and

WHEREAS, following the acceptance of annexation, Ohio Revised Code Section 709.192 authorizes a municipal corporation and the affected township to enter into a written annexation agreement to address issues necessary to promote cooperative and orderly administration of the Annexed Territory; and

WHEREAS, the City and the Board Of Trustees of Bethel Township have negotiated mutually agreeable terms for such an Annexation Agreement, setting forth respective rights, responsibilities, and obligations relating to the Annexed Territory, consistent with the authority granted by Ohio law.

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

Section 1. The City Manager is hereby authorized to execute the Annexation Agreement, substantially in the form attached hereto as Attachment A, and to execute any and all other documents, certificates, or instruments necessary to carry out and implement the terms, conditions, and obligations set forth therein.

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 _____, 2026;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

ATTACHMENT A

DRAFT

ANNEXATION AGREEMENT

BY AND BETWEEN

BETHEL TOWNSHIP (MIAMI COUNTY), OHIO

AND

THE CITY OF HUBER HEIGHTS, OHIO

Dated as of _____, 2026

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into on or as of the day of _____, 2026 (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 City filed an annexation petition pursuant to the provisions of Section 709.023, of property consisting of 7.22 acres in 2025, and the Parties desire to include 1.86 acres (tax parcel P48-000432) in the “2025 Annexation Parcels” as depicted in Attachment A; and

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

WHEREAS, the Parties have further agreed that the City will conform the boundaries of 2025 Annexation Parcels 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 Annexation Parcels 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 that is also located in the Township (the “Agreement Territory”).

- A. Effect of Annexation: The City shall conform the boundaries of all 2025 Annexation Parcels 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 Annexation 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 Annexation Parcels.

ARTICLE 2

ANNEXATION PROHIBITION

Section 2.1. Annexation Limitation. Except for those specific areas designated as “Annexation Eligible Properties” on Attachment A, which is attached hereto and incorporated herein by reference, no real property located within the Agreement Territory shall be annexed to or accepted for annexation by the City under any of the annexation procedures provided for in Chapter 709 of the Revised Code (or any similar statutes of like tenor or effect) during the term or any renewal of this Agreement unless such annexation has been approved, in writing, by the Board of Trustees of the Township. For so long as this Agreement is in effect, the City shall not (i) accept any such annexation petitions for any property located within the Agreement Territory, (ii) process or assist in the processing of an annexation petition seeking to annex any property located in the Agreement Territory to the City, or (iii) assist property owners to annex their property located in the Agreement Territory to the City.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal. The initial term of this Agreement (the “Initial Term”) shall be for a period of twenty-five years (25) years, commencing on the Effective Date and shall terminate at midnight, _____, 2051. At least ninety (90) days prior to the expiration of the Initial Term, the Parties agree to hold a joint special meeting of the legislative bodies to discuss this Agreement and the potential extension of the Initial Term.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. 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 4.2. 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 4.3. 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 4.4. 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 4.5. 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 4.6. Amendments. This Agreement may be amended only by legislation authorized by appropriate legislation passed by each of the Parties.

Section 4.7. 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 4.8. 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 4.9. 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 4.10. 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 4.11. 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 4.12. 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 4.13. 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: Fiscal Officer

(b) The City at:

6151 Brandt Pike, Huber
Heights, OH 45424
Attention: City Manager

With a copy to:

Coolidge Wall Co., L.P.A.
33 West First Street
Dayton, Ohio 45402
Attention: Law Director

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 4.14. 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 4.15. 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 4.16. 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.

INTENTIONALLY LEFT BLANK

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: _____
Julie Reese, Trustee

INTENTIONALLY LEFT BLANK

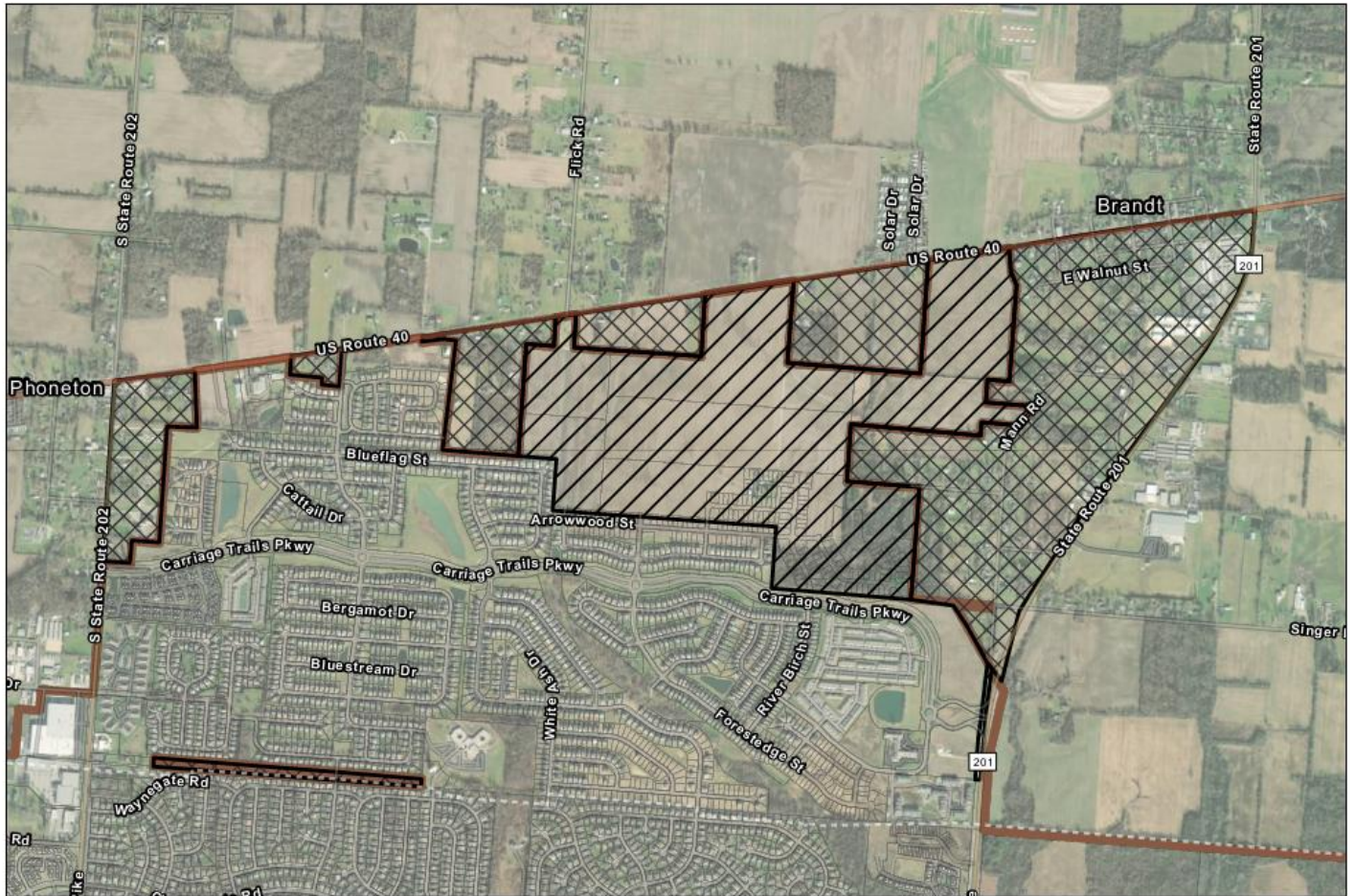
FISCAL OFFICERS' CERTIFICATIONS

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

 Annexation Eligible Properties

 2025 Annexation Parcels

 HuberCityLimits

AI-11510

New Business D.
City Manager

City Council Meeting

Meeting Date: 04/27/2026

Collective Bargaining Agreement - FOP/OLC

Submitted By: Katie Knisley

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

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 4/21/26

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

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

Agenda Item Description or Legislation Title

A Resolution Approving The Collective Bargaining Agreement With The Fraternal Order Of Police, Ohio Labor Council, Inc. Representing Law Enforcement Officers In The Division Of Police For The Time Period January 1, 2026 Through December 31, 2028.
(first reading)

Purpose and Background

The City and the FOP have been in negotiations and have agreed upon a new three-year contract. This legislation will approve the contract as negotiated and authorizes the City Manager to sign the Collective Bargaining Agreement with the FOP, OLC, Inc. representing the Law Enforcement Officers.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

APPROVING THE COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. REPRESENTING LAW ENFORCEMENT OFFICERS IN THE DIVISION OF POLICE FOR THE TIME PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2028.

WHEREAS, representatives of the City of Huber Heights and the Fraternal Order of Police, representing Law Enforcement Officers in the Division of Police, have been involved in active collective bargaining; and

WHEREAS, those negotiations have resulted in a new Collective Bargaining Agreement with this bargaining unit, which agreement commences on January 1, 2026, and expires on December 31, 2028.

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

Section 1. The City Manager is hereby authorized to negotiate and execute on behalf of the City of Huber Heights the collective bargaining agreement between the City of Huber Heights and the Fraternal Order of Police, Ohio Labor Council, Inc., representing Law Enforcement Officers, referred to above and is appended hereto as Exhibit A and made a part hereof.

Section 2. The wages set forth in the respective Collective Bargaining Agreement shall be effective retroactively in accordance with Article 20 of the attached Agreement.

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 _____, 2026;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

Exhibit A

AGREEMENT

BETWEEN

THE CITY OF HUBER HEIGHTS



**HUBER
HEIGHTS**
Come Grow With Us!

AND

**THE FRATERNAL ORDER OF POLICE,
GARY SHERMAN LODGE 161**



REPRESENTED BY:

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

LAW ENFORCEMENT OFFICERS

January 1, 2026 through December 31, 2028

SERB Case No: 2025-MED-09-1010

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ARTICLE 1 **AGREEMENT**

Section 1.1. Agreement. This Agreement, is by and between the City of Huber Heights, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Gary Sherman Lodge 161, The Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Lodge" or "Labor Council".

This Agreement shall replace any existing Collective Bargaining Agreements between the parties.

Section 1.2. Purpose. The purpose of this Agreement is:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties.
- B. To prevent interruptions of work and delivery of service to the citizens of Huber Heights.
- C. To establish a procedure for the resolution of grievances.

Section 1.3. Modification of Agreement. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Section 1.4. Savings Clause. This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within thirty (30) calendar days following the effective date of such declaration of invalidity, the parties shall meet in good faith negotiations to attempt to modify such provision to comply with applicable law.

Section 1.5. Waiver in Case of Emergency. In cases of emergency declared by the President of the United States, the Governor of the state of Ohio, the Montgomery County Sheriff, the City Manager of Huber Heights, or any other authorized governmental official, for acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 1.6. Waiver of Bargaining. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties agree that for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. With respect to any subject or matter not referred to or covered in this Agreement, the provisions of applicable law shall apply.

ARTICLE 2

RECOGNITION

Section 2.1. Recognition. The City recognizes the Labor Council, as identified in Section 1.1 of this agreement, as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time employees that were certified by the State Employment Relations Board in Case Number 84-RC-07-1635, as amended on October 9, 1985 in case numbers 85-AC-06-3881 and 85-AC-06-3882 and on May 1, 2014 in Case No.2014-REP-04-0050 , in the following unit:

Included: All Full-time Law Enforcement Officers below the rank of Sergeant, including Patrol Officers, Detectives and Corporals, employed by the Police Division, City of Huber Heights, Ohio.

Excluded: Chief of Police, Sergeants and above, Dispatchers, Clerks/Secretaries, Chiefs Secretary, and all other employees.

Section 2.2. Other Positions. Any new, full-time police officer position within the department shall be subject to challenge by the Labor Council to the State Employment Relations Board, for inclusion or exclusion as bargaining unit members, pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3

LODGE/LABOR COUNCIL SECURITY

Section 3.1. Dues Deductions. The Lodge and Labor Council will notify the City in writing of the dues it charges and its current membership, and will update this information as needed to be accurate. The Labor Council shall provide at least thirty (30) days written notice to the Director of Finance of the amount of Labor Council dues and /or representation fee to be deducted from the wage of employees in accordance with this section. Any change in the amount determined will be provided to the Director of Finance at least thirty (30) days prior to its implementation. Said change is to be made only by proper written notice from the Labor Council and shall not be made more than twice a calendar year. Exceptions may be made upon written requests from the Labor Council and the written approval by the City Manager.

The Lodge/Labor Council shall obtain from the employee a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject, or any interpretation made thereof. The City's Director of Finance may return an incomplete or

incorrectly completed form to the Labor Council and no check-off shall be made until such deficiency is corrected.

The Director of Finance will withhold the Labor Council membership dues of any Labor Council member from the available wages earned by such Labor Council member bi-monthly, and transmit the same to the Labor Council, via ACH or USPS to 222 East Town Street, Columbus, Ohio, 43215-4611, within thirty (30) days after the last deduction for the month, upon presentation of written authorization from the Labor Council member (Appendix "A" is a current example).

The Director of Finance will withhold the Lodge membership dues of any Lodge member from the available wages earned by such Lodge member bi-monthly, and transmit the same to the designated lodge official within thirty (30) days after the last deduction for the month, upon presentation of written authorization from the lodge member.

The City shall check off only obligations which become due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to the employee if the employee has duplicated a check-off deduction by direct payment to the Labor Council.

The City's remittance will be deemed correct if the Lodge/Labor Council does not give notice, in writing, to the Director of Finance within four (4) weeks after a remittance is sent, with reasons stated therefore, that the remittance is incorrect.

No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.

Section 3.2. Indemnification. The Lodge and Labor Council shall indemnify and save the City harmless against any and all claims that shall arise out of or by reason of action taken by the City in reliance upon the Authorization for Dues Deduction. The Lodge/Labor Council assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge/Labor Council.

Section 3.3. Lodge/Labor Council Membership. It shall not be a condition of employment for any employee to either acquire or maintain membership in the Lodge or the Labor Council. Any employee who is a member of the Lodge or Labor Council may withdraw authorization for dues deduction by the City by directing a request thirty (30) days in advance, in writing to the City Finance Director with a copy to the Lodge or Labor Council.

During the first pay period in January and July of each year, the employer shall provide the FOP/OLC a roster of all bargaining unit members. Should the Employer receive notice from a bargaining unit member of the revocation of the dues deduction authorization and withdrawal from FOP/OLC membership, the Employer shall notify the FOP/OLC, in writing, within seven (7) days of the notice of revocation. Additionally, the Employer shall notify the FOP/OLC of any new hires within the bargaining unit. Such notification shall be in writing to the FOP/OLC within 30 days of their hire date.

Dues deductions shall cease upon the happening of any of the following events:

- A. Resignation or discharge of the employee;
- B. Transfer of the employee from the bargaining unit; or
- C. Revocation of the dues deduction authorization.

Section 3.4. Bulletin Boards.

- A. Bulletin boards as presently provided, and as may be installed in the future by the City, may be used by the Lodge and Labor Council for posting notices of the following types:
 - 1. Recreational and social events.
 - 2. Elections and election results.
 - 3. General membership meetings and other related business meetings.
 - 4. General Lodge and Labor Council business of interest to members.
- B. The Lodge and Labor Council agree that no notices will be placed on the bulletin boards which contain:
 - 1. Personal attacks upon any City employee.
 - 2. Scandalous, scurrilous or derogatory attacks upon management;
 - 3. Attacks on any other employee organizations;
 - 4. Any obscene or ethnic material;
 - 5. Any political material containing partisan or non-partisan issues.
- C. Notices may be reviewed by the Chief of Police and any bulletins or notices considered inflammatory, political or devoted to Labor Council organizing and pending grievances will not be permitted on any City bulletin boards, nor will they be permitted to be displayed in City offices, facilities, equipment, etc. If such inflammatory, political or organizing notices appear on said bulletin boards, they shall be removed by management.

Section 3.5. Use of Departmental Mail System. The Lodge and Labor Council will be permitted to utilize, at no cost or loss of time to the City (including no use of City materials and equipment), the Departmental Mail System for the purpose of providing information pertaining to Lodge and Labor Council business to bargaining unit employees. The Lodge and Labor Council agree that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge and Labor Council business or bargaining unit representation.

Section 3.6. Place for Meetings. Meetings of the Committees of the Lodge and Labor Council will be permitted on City property when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. The Lodge and Labor Council will work with the City to identify space in the police department for such meetings.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1. Management Rights. The Lodge and Labor Council recognize that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Huber Heights Police Department and its employees are vested solely and exclusively in the Employer.

Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities, and authority under the laws of the State of Ohio or any other national, state county, district, or local laws or regulations as they pertain to conducting the affairs of the City. Those rights include, but are not limited to the following:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To direct, supervise, evaluate, or hire employees;
- C. To maintain and improve the efficiency and effectiveness of operations and programs;
- D. To determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. To determine the adequacy of the work force;
- G. To determine the mission of the Department as a unit of City government;
- H. To effectively manage the work force;
- I. To take action to carry out the mission of the Employer as a governmental unit.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested ultimately in the City Manager and delegated exclusively to the Chief of Police.

ARTICLE 5

NON-DISCRIMINATION

Section 5.1. Equal Application. The provisions of this Agreement shall be applied equally to employees without discrimination, which would violate applicable laws because of age, sex, race, color, national origin, religion, or disability. The Labor Council and the City shall share the responsibility for implementing this section of the Agreement.

Section 5.2. Union Membership Non-Discrimination. There shall be no discrimination by the City, the Lodge or the Labor Council against any employee on the basis of such employee's membership or non-membership in, the Lodge or the Labor Council.

Section 5.3. Gender. All references to employees in this Agreement designate both sexes, and wherever either gender is used, it shall be construed to include male and female employees.

ARTICLE 6

LODGE/LABOR COUNCIL BUSINESS

Section 6.1. Lodge/Labor Council Business. The Lodge/Labor Council agree that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in union activity during working hours. The City, the Lodge and the Labor Council agree to work toward the goal of scheduling meetings at a date and time which minimize the loss of manpower to Department.

Section 6.2. Representation. The Labor Council may select one (1) Representative and one (1) alternate Representative to act in the absence of the Representative, for each patrol shift. The Labor Council shall notify the City in writing of the names of the Representatives and will promptly update such names as necessary to be accurate. Only those Representatives listed by the Labor Council in writing will be permitted to conduct business on behalf of the Labor Council.

Section 6.3. Grievance Investigations. A Labor Council Representative may investigate grievances as defined herein and formal disciplinary action, once it has been issued by the City. To the extent practicable, such investigation will be conducted so as not to interfere with normal duty hours of the Labor Council Representative or any other Bargaining Unit Member. With the prior permission of the Chief of Police or designee, the Labor Council Representative may be allowed reasonable time without loss of pay for such investigation but such time will come out of the Lodge Release time provided in Section 6.5 of this Article. Permission will not be unreasonably denied.

Section 6.4. Labor Council Release Time. The City will make provisions for a total of twenty-four (24) hours authorized leave annually for Labor Council Officials (or designees) to attend conventions or other major business meetings. The above time off for such officials (or designees) shall be time off with full pay at no expense to the employee's accrued leave time.

Officials of the Labor Council shall, at least thirty (30) days prior to the date of the function submit notice to the Chief of Police identifying the function, certify the member(s) attending, and indicate the starting and ending date and applicable scheduled hours for each employee. The Chief will approve the request within three working days after receipt, provided Division Operations will not be unreasonably affected on the scheduled days in question. The twenty-four (24) hours in this section are separate from the hours described in Section 6.5.

Section 6.5. Lodge Release Time. Sufficient time off shall be granted to any three (3) elected officers (or designees) of the Lodge who are employees covered hereunder for Lodge-related business.

The City shall accredit to a leave fund four (4) hours of leave from each bargaining unit member's vacation time, per calendar year. These hours will be deducted from the member's leave on the first pay period after this agreement date and each anniversary date of the agreement. Unused hours in the fund up to a maximum of two hundred and forty (240) shall be carried over into the next year. All hours over two hundred and forty (240) shall be returned to the employees' accrued vacation accounts.

The Lodge may utilize the aforementioned provision by the President of the Lodge or the chairperson of the Patrol bargaining unit making a written request as far in advance as possible, to the Chief of Police indicating who shall be using the leave, the times and dates of the requested leave, the total number of hours to be utilized, and the specific purpose for the leave, using the standard leave request form. Such leave will be reviewed for approval on the same basis as vacation leave.

Section 6.6. Negotiations. The Labor Council will identify the members of its negotiating team at the time it provides the City with written notice of a desire to renegotiate terms of this Agreement. No more than five (5) Police Officers shall be included on the Lodge negotiating team. The City will transfer up to three (3) Officers (more than three [3] officers with the approval of the Chief of Police) working shifts other than day shifts to day shifts on the days negotiations take place and allow members of the Labor Council negotiating team time without loss of pay to participate in negotiation meetings with the City. If an agreement is not reached through negotiations, including mediation, the City will allow time without loss of pay for meetings called by the Fact Finding Panel or Conciliator for only the Lodge's Chief Negotiator (or designee) and the other members of the Lodge's negotiating team.

Section 6.7. Labor Council Staff Representative. The Business Staff Representative may consult with employees before the start of or at the completion of the day's work. Such representative shall be permitted in the assembly area at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. However, the Representative must notify management when such representative will be present in the assembly area. The staff representative shall not disrupt the normal operation of the Police Department.

Section 6.8. On Site Space. The City shall provide space within the police department for at least a desk and file cabinet to be used by the Lodge/Labor Council Officials in performing representation duties allowed by this Agreement.

ARTICLE 7

NO STRIKE/NO LOCKOUT

Section 7.1. No Strike. During the life of this Agreement, the Labor Council shall not cause, authorize, sanction or condone, nor shall any member of the Labor Council take part in any strike,

sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the Police Department or City of any kind for any reason, including a labor dispute between the City and any other labor organization.

The Labor Council agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, restrictions of work or interference with the operation of the Police Department or City by notifying the Employees and the public in writing that it disavows these acts. The Labor Council further agrees that the Chief of Police and the City have the right to discipline (including discharge) any or all employees who violate this Article, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

Section 7.2. No Lockout. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees.

ARTICLE 8

LABOR-MANAGEMENT COMMITTEE

Section 8.1. Committee. In the interest of sound Labor/Management relations, the City and the Labor Council shall establish a Labor-Management Committee, which shall normally consist of up to three (3) members from the bargaining unit and up to three (3) members appointed by the City. Each member shall serve at the pleasure of the appointing party, and may be replaced from time to time. The Committee shall establish its own rules of procedure and shall meet from time to time to discuss and investigate issues of mutual concern. Additionally, one (1) non-employee representative of the Labor Council and/or the City shall be permitted to attend such meetings with prior notification to the other party.

Section 8.2. Agenda. The party requesting the meeting shall furnish an agenda with the request for the meeting. The Labor Council will furnish the names of the employees who will be attending.

Section 8.3. Meetings /Attendance. The time, date and location of meetings shall be mutually agreed upon by the City and the Labor Council. Employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work. Meetings may be rescheduled to avoid shift coverage on an overtime basis.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. Grievance Defined.

- A. A grievance is defined as being any dispute or controversy between an employee or the Labor Council and the City involving:

1. The interpretation, application, or claimed violation of any of the provisions of this Agreement.
 2. The discipline of any Bargaining Unit Member; or
 3. The reasonableness of application of any work rule established and enforced by the City.
- B. A group grievance is a grievance as defined in Paragraph A above, which uniformly affects a group of employees. The group will be comprised of only those bargaining unit members who sign the grievance when it is first presented in writing.
- C. Grievances involving the equivalent of verbal and written reprimands may be grieved up to the City Manager, but are not subject to the arbitration procedure.
- D. Grievances involving lost time or lost pay (suspension or greater) shall be submitted directly to Step Three.

Section 9.2. Jurisdiction. Nothing in this section is intended to deny a Bargaining Unit Member or the Labor Council any rights available at law to achieve redress of their legal rights. However, suspensions, reductions in rank, and discharges are subject to this Grievance and Arbitration Procedure and may not be the subject of a civil service appeal. Once the bargaining unit member or the Labor Council elects a remedy through some other official body (and that body takes jurisdiction), they are thereafter denied the remedy of the Grievance Procedure provided herein.

Section 9.3. Procedure. All employees will make an earnest and honest effort to settle differences and disputes with their immediate supervisor without filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Grievances will be settled at the earliest possible step of the procedure. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved. Any answer to a grievance that has not been timely filed shall permit the Labor Council to appeal the grievance to the next higher step in the grievance process. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance answer is due. The Bargaining Unit Member must proceed through all steps of the grievance procedure in a proper order and within the prescribed time limits, except as otherwise provided in this procedure. A grievant may have a Labor Council representative, or may waive the right to have one present at any step of the procedure.

Informal Procedure: An employee having an individual grievance will first attempt to resolve it informally with the supervisor whose actions gave rise to the incident. Such attempt at informal resolution shall be made by the employee with or without Labor Council representation, within seven (7) business days following the events or circumstances giving rise to the grievance having occurred, or within seven (7) business days of when the events or circumstances should have become known to the employee. At this step, there is no requirement that the grievance be submitted in writing. If a supervisor grants a grievance at verbal levels, written acknowledgment

of granting such grievance must be furnished. If the employee is not satisfied with the oral response from the supervisor, which shall be given within seven (7) business days of the submission of the grievance at this step, the formal steps which follow may be pursued.

Step One: The aggrieved bargaining unit member shall reduce the grievance to writing and present it to the immediate supervisor, within seven (7) business days following the reply at the informal step. The immediate supervisor shall arrange a meeting to discuss the grievance within seven (7) business days after receipt of the written grievance. Attendance at this meeting will include the grievant, union representation (if requested), the immediate supervisor and the next higher supervisor in the chain of command above the immediate supervisor. The immediate supervisor shall reply in writing to the grievant by the end of the third (3rd) day after the above meeting.

If the Bargaining Unit Member is not satisfied with the written answer of the immediate supervisor, the grievance may be referred to Step Two of the grievance procedure within seven (7) business days after receipt of the decision rendered in Step One.

Step Two: The grievance shall be referred in writing to the Chief of Police, or the Chief's designee who will reply in writing within seven (7) business days. If the Bargaining Unit Member is not satisfied with the written answer of the Chief of Police, the grievance may be referred to Step Three of the grievance procedure within seven (7) business days after receipt of the decision rendered in Step Two.

Step Three: If the grievance is not resolved in Step Two, it may then be appealed by the employee to a hearing between the City Manager or the City Manager's designated representative and the aggrieved. Within seven (7) business days, a mutually agreeable date shall be scheduled for said hearing. The City Manager (or designated representative) will answer the grievance within seven (7) business days after the hearing has concluded. If the City fails to reply within the above time limit, the grievance may be referred to the next step by the Labor Council.

Step Four: If the grievance is not satisfactorily resolved at Step Three, the grievance may be appealed by the Labor Council to arbitration pursuant to the terms of this Step Four.

A. Notice of the appeal to arbitration must be served on the City Manager in writing within twenty-one (21) business days after the written answer was given at Step Three. Either party, within ten (10) business days thereafter, may request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS), or other similar service. The parties shall alternately strike the names of arbitrators until only one (1) name remains. Each party has the right to reject one submitted panel and request another. The parties may, by mutual agreement, select an arbitrator without requesting a panel from the FMCS or other similar service. A date for

arbitration shall be set in accordance with the wishes of the parties and the availability of the arbitrator.

- B. The Arbitrator shall have no authority to add to, subtract from, modify or amend any of the terms of this Agreement or addendum to this Agreement. The Arbitrator shall have no authority to rule on anything that happened before the effective date of this Agreement, or after the expiration of this Agreement. The Arbitrator shall promptly hear the matter and shall issue a decision within sixty (60) business days from the close of the hearing or the submission of post-hearing briefs; whichever is later, unless the parties grant additional time.

Issues of arbitrability raised by either party at arbitration shall be decided by the arbitrator and the decision shall be final and binding upon the parties.

- C. The decision of the Arbitrator shall be final and binding on the City, the Labor Council, and all persons, subject to appeal as provided by law.
- D. The City and the Labor Council shall each bear its own expenses in any arbitration. The expenses of the arbitrator shall be shared equally by the parties.

Section 9.4. Extensions of Time. Upon the mutual agreement of the parties expressed in writing, the time limits set forth in this Article may be extended or the steps herein waived. All time periods cited in this article shall be interpreted to exclude Saturdays, Sundays, and legal holidays. Except as otherwise expressly provided "days" as listed in this procedure shall be business days for the moving person at each step.

Section 9.5. Content of Grievances. All written grievances must contain the following information on a Labor Council grievance form to be considered.

- A. Aggrieved employee's name and signature.
- B. Date grievance was first discussed and name of the supervisor with whom the grievance was discussed.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. Location where the grievance occurred.
- F. A brief description of the incident, giving rise to the grievance.
- G. The specific sections of this Agreement which are alleged to have been violated, misinterpreted or misapplied.

H. Desired remedy to resolve the grievance.

ARTICLE 10

INVESTIGATIONS, INTERVIEWS AND DISCIPLINE

Section 10.1. Purpose. The purpose of this procedure is to outline the process to be followed in the handling of an investigation dealing with complaints or misconduct by employees of the Police Department.

Section 10.2. Police Investigations Procedures. The City will use the existing chain of command structure to clarify complaints or allegations regarding members of the Police Department. In general, unless a special Grand Jury has been convened, the Police Department will be used to investigate complaints or allegations against employees unless the Chief defers to other qualified law enforcement agencies or to the Assistant to the Public Safety Director. Any criminal investigation will first be prefaced by a review of the complaint or allegation by the Chief of Police.

Section 10.3. Internal Investigations.

- A. Employees shall be notified in writing at the beginning of a formal internal investigation unless such notification would jeopardize such investigation.
- B. Employees will be paid for the time during which they are being interviewed. The interviews will be held at the Police Division, or at a location designated by the Chief of Police. An employee will be permitted to have a Labor Council representative and/or legal counsel present during an interview, should the employee feel such interview could lead to discipline.
- C. The employee shall be informed of the nature of the investigation prior to questioning and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential disciplinary charges.
- D. Investigations shall be concluded in thirty (30) business days. In the event that the investigation cannot be concluded, the Chief of Police may file for one (1) extension of thirty (30) business days. If the Chief of Police is unable to complete the investigation at the conclusion of the extension period, the investigation will be dismissed without prejudice. Dismissed without prejudice may be reopened in accordance with Section 10.3 (A) of this Article.
- E. When the City orders an employee to provide information in an investigation, such information may not be used in any criminal proceedings against the employee. Such information may be used by the City in taking action and in defending such action with respect to discharge or discipline of the employee. Before an employee may be charged for refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such a charge, in itself.

- F. An employee may be required, at City expense, to undergo alcohol and/or substance abuse testing in accordance with Article 14 of this Agreement, and/or a fitness for duty evaluation, which may include both physical and mental fitness.
- G. The accused employee being interviewed shall not be subject to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- H. An employee may be given a polygraph examination or a voice stress examination if the Chief has reason to believe the employee is a witness to an incident or occurrence being investigated; at the employee's written request directly to the Chief; or if the employee is a focus of an investigation specifically related to the performance of the employee's official duties. An employee shall not be disciplined based solely on the results of the polygraph examination.
- I. An employee, who has been under investigation, will be informed within three (3) business days of the outcome of the case at the conclusion of the investigation, which shall include case review by the Chief of Police.
- J. Any employee who may be subject to disciplinary action the primary basis of which was generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of disciplinary action. The City also shall provide a copy to the Union. Unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action.
- K. All complaints filed in conformance with Section J will be investigated in a fair and impartial manner.
- L. All complaints that are determined to be unfounded shall not be included in the personnel file of the affected employee and may not be used in any subsequent disciplinary procedure, although the City will maintain any documents related to such complaints in accordance with the Ohio Public Records Law. Anonymous materials shall not be placed in an employee's personnel file unless an investigation determines the complaint is sustained.

Section 10.4. Discipline.

- A. No employee shall be disciplined, reduced in pay or position, suspended, or discharged, without just cause. The City agrees to begin the disciplinary process within ten (10) calendar days of receipt of knowledge of any act requiring discipline or within ten (10) calendar days of the conclusion of an investigation that results in discipline. The time limits for commencing discipline shall be extended in cases of pre-approved vacation and leave

days. Documented warnings and reprimands that do not involve a reduction in pay or position, suspension, or discharge are not appealable to binding arbitration.

- B. The principles of progressive disciplinary action normally shall be followed with respect to minor offenses. It shall be corrective in nature, and applied in a uniform manner. Normal progressive discipline shall consist of, but not be limited to, a documented verbal warning, written warning, written reprimand, short-term unpaid suspension [one (1) to ten (10) days], a long-term unpaid suspension, (more than ten (10) days), reduction in rank and discharge. A letter of counseling will be considered pre-disciplinary in nature, and will not be subject to the grievance procedure.
- C. The City may take disciplinary action deemed necessary by the circumstances on a case-by-case basis.
- D. The City agrees not to suspend without pay, demote or discharge an employee without first conducting a hearing. The hearing will be held among the City, the employee, and a Labor Council representative if the employee so desires. A copy of the charges will be sent to the employee not less than three (3) working days prior to the date of the hearing.
- E. In cases where a suspension of ten (10) days or less has been imposed on a bargaining unit member, the City may offer the member the option to forfeit accrued compensatory time or vacation leave. If such an offer is made and accepted, the forfeiture shall be one (1) hour of accrued compensatory time or vacation leave, for each hour of proposed suspension. The forfeiture of leave shall constitute disciplinary action of record the same as though the suspension had been served and shall be placed in the employee's personnel file. The forfeiture of leave shall constitute the final resolution of the departmental charges, and once accepted by the bargaining unit member, forfeiture of accrued leave is not subject to further appeal through the grievance procedure or otherwise.
- F. No public disclosure shall be initiated by the City of any disciplinary action taken or proposed against a Bargaining Unit Employee unless and until criminal charges have also been filed. Nothing in this section shall preempt and/or violate State or Federal law.

Section 10.5. Effect of Disciplinary Action.

- A. **Oral Reprimands.** Records of oral reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- B. **Written Reprimands.** Records of written reprimands shall cease to have force and effect or be considered in future disciplinary matters eighteen (18) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- B. **Suspension.** Records of short-term suspensions, five (5) days or less, shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during

that time period; long-term suspensions, greater than five (5) days, and reductions in rank, shall cease to have force and effect or be considered in future discipline matters thirty-six (36) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

ARTICLE 11

PERSONNEL RECORDS

Section 11.1. Access to Personnel Records. Upon written request to the Chief of Police, an employee shall have access to that employee's records during normal office hours of the records custodian. Such access to personnel records shall be within a reasonable time of said request. Such request shall not interfere with the employee's regularly scheduled working hours. Review of the records shall be made in the presence of the Chief or the Chief's designated representative.

Section 11.2. Copies of Personnel Records. An employee may copy documents in that employee's personnel records. The City may, at its discretion, charge reasonable copying cost to the employee for requested copies furnished to the employee.

Section 11.3. Clarification/ Explanation of Material in Personnel Records. An employee shall be permitted to insert written clarifications or explanatory memorandums of material found in the employee's personnel file, within five (5) days of the employee's knowledge of such material in the file.

Section 11.4. Requests for Release of Personnel Records. To the extent allowed by State or Federal Law and by State or Federal Court Decisions, personnel records shall be considered as public records. Whenever a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released. In the event that the employee believes that some of the records should not be released, it shall be the responsibility of the employee to notify the Chief of Police or the City Manager of the concern. No personal family information shall be released to anyone except as may be required by law or ordered by a court.

ARTICLE 12

SENIORITY

Section 12.1. Definition.

- A. **City Seniority.** City seniority shall mean an employee's length of continuous service with the City, based on the employee's most recent date of hire with the City. City seniority shall be the basis for such benefits as accumulation of sick leave, vacation accrual, and/or other cumulative monetary fringe benefits based on length of service.
- B. **Bargaining Unit Seniority.** Bargaining Unit seniority shall mean an employee's length of continuous service in the Bargaining Unit classification based on the original date of appointment in the department or transfer into the department.

- C. **Rank Seniority.** Rank seniority shall mean the length of continuous service in a rank commencing from the date of the employee's service in each rank and shall include the period of time occupying an equal or higher rank.

Seniority shall not be broken by approved leaves of absence or suspensions. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order of surnames.

Section 12.2. Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each year or when updated whichever is less. The names of all employees shall be listed on the seniority list in order of their last hiring date, and the date of entry into the department, starting with the senior employee at the top of the list. The City shall furnish a copy of the seniority list to the Labor Council when it is published.

Section 12.3. Termination of Seniority. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge;
- B. Resignation;
- C. Retirement;
- D. Layoff for more than twenty-four (24) months or the length of the employee's seniority, whichever is less;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Failure to return to work when recalled from layoff.
- G. Absent without leave for three (3) consecutive working days unless later excused by the Chief of Police.
- H. New full-time employment elsewhere without written permission.

ARTICLE 13 **PROBATIONARY PERIOD**

Section 13.1. Probationary Period. Newly hired bargaining unit employees are required to successfully complete a probationary period of:

- A. Twelve (12) months if O.P.O.T.A. certified at the time of hire (which can be extended another ninety (90) days by mutual agreement of the Chief of Police and the employee) or;

- B. Eighteen (18) months if not O.P.O.T.A. certified at the time of hire.

If an employee is not in active pay status during any period of time during the probationary period, then the time of such leave or inactive status is not counted as part of the probationary period. For the purpose of extending the probationary period, any leave of less than six (6) workdays will not be considered. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal to the grievance procedure contained herein or to any branch of government.

ARTICLE 14

SUBSTANCE TESTING

Section 14.1. Purpose of Policy. The purpose of this policy is to assure employees are fit for duty and to protect our employees and the public from the risks posed by the use of drugs and alcohol.

The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with the objective to maintain a drug and alcohol-free workplace. To further our commitment of maintaining a drug and alcohol-free workplace in order to provide a safe work environment for employees and safe service delivery to the public, it is our policy to:

- A. Ensure that employees are not impaired in their ability to perform their work in a safe, productive manner,
- B. Conduct pre-employment, reasonable suspicion, and post-accident drug and alcohol testing, and
- C. Encourage employees to seek professional assistance any time alcohol or drug use adversely affect their ability to perform their work assignments.

Section 14.2. Employees Covered. This policy applies to all employees covered by this agreement.

Section 14.3. Prohibited Conduct.

- A. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl (rubbing) alcohol. Employees must not consume alcohol:
 - 1. On the job, during hours of work, during city meal periods (paid or unpaid), or during city rest periods, or
 - 2. Up to four (4) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.

- B. Alcoholic beverages may be served at City-organized and hosted functions only with the express written consent of the City Manager or designee. Employees working at the function are not to consume alcoholic beverages while on duty. Employees in approved social attendance at functions where alcohol is served may consume alcoholic beverages so long as this is done in proper moderation and with decorum.
- C. “Controlled substance” means those substances identified as such in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined by 21 CFR 1300.11 through 1300.15. Employees must not consume any controlled substance without a prescription from a licensed doctor of medicine or osteopathy. This includes: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.
- D. Employees must not refuse to take a required drug or alcohol test. Refusal to take a test will be considered a positive test for purposes of this policy.
- E. Employees must not be under the influence of or in possession of alcohol or drugs while on duty and must not carry/store drugs or alcohol in any vehicle in which they are a passenger while on duty.
- F. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City of Huber Heights workplace. An employee convicted of violating a criminal drug statute in the workplace must notify the Human Resources Director no later than five (5) working days after such conviction. The Human Resources Director will notify the U.S. Department of Commerce of the criminal violation within ten (10) working days.

Section 14.4. Legal Drugs. The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. Employees are required to notify their supervisor prior to the use of any medication which may adversely affect their ability to perform their job. In such case, the employee may be assigned to perform work that can be safely performed while using such medication or placed on paid sick or other paid or unpaid leave. If reasonable suspicion exists that an employee is under the influence of an illegal substance or alcohol, a reasonable suspicion test will be conducted. This information should be handled in a confidential manner, the same as any other medical information.

Section 14.5. Drug/Alcohol Testing. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The City conducts the following types of drug/alcohol testing to determine if employees are in compliance with this policy and associated rules of conduct: pre-employment, reasonable suspicion, and post-accident. In addition, employees are tested prior to returning to duty after a positive drug or alcohol test and subject to follow-up testing conducted during the course of a rehabilitation program recommended by a substance abuse professional. A Medical Review Officer (MRO) reviews test results and determines which tests are positive and which are negative.

The City shall test for the following drugs: marijuana, amphetamines, opiates, phencyclidine (PCP), cocaine, barbiturates, benzodiazepines, methadone, methaqualone, and propoxyphene.. An initial drug screen is conducted on each specimen. For those specimens that are not negative, a confirmatory gas chromatography/mass spectrometry (GC/MS) test is performed. The test is considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40.

An alcohol concentration of .04 percent or greater is considered a positive alcohol test, and in violation of this policy.

If a drug or alcohol test produces a positive result, the City may take such actions as authorized in Section 14.6 herein. Sick leave and/or other paid leave may be used while participating in a rehabilitation program. Otherwise, the employee will be placed on leave without pay until return to work following a negative alcohol/ drug test and authorization by the SAP.

- A. **Pre-Employment Testing.** The City of Huber Heights performs drug and alcohol testing on potential employees after a conditional offer of employment.
- B. **Reasonable Suspicion Testing.** Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:
 - 1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
 - 2. A pattern of abnormal conduct or erratic behavior;
 - 3. Conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking. The employee is responsible for notifying the City, within five (5) working days, of any drug-related conviction;
 - 4. Information provided by reliable and/or credible sources or independently corroborated regarding an employee's substance abuse;
 - 5. Evidence that an employee had tampered with a previous drug test, and
 - 6. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

The City representative must make a written record of the observations leading to a drug or alcohol test within twenty-four (24) hours of the observed behavior or before the test results are reported, whichever is earlier.

Any employee who demonstrates job performance impairments consistent with reasonable suspicion characteristics shall be relieved of duty with pay pending an investigation and testing of condition. In such case the employee shall be transported by City personnel to the sample collection location and to his/her home. Employees with a negative drug test and/or alcohol test below 0.04 will be returned to duty if not otherwise in violation of this policy.

Testing under this section may be for drugs or alcohol or both.

- C. **Post-Accident Testing.** Post-accident testing will be conducted on employees whenever an accident occurs, regardless of whether there is an injury. An “accident” is an unplanned, unexpected or unintended event that occurs on City property, during the conduct of City business, during work hours, or which involves a City motor vehicle or motor vehicles used in conducting City business, or is within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident; or
2. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City’s place of employment; or
3. Vehicular damage in apparent excess of \$2,000, or
4. Non-vehicular damage in apparent excess of \$2,000.

When such an accident results in one of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

- D. **Drug/Alcohol Testing After an Accident.** Urine specimen collection (for drugs) or breath/saliva collection (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after sixteen (16) hours from the time of an employment-related accident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than four (4) hours after the accident, or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grant the City the right to request that attending medical personnel obtain appropriate specimens (breath or urine) for the purpose of conducting alcohol and/or drug testing. Further, all employees grant the City access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment. Any employee involved in an accident must refrain from alcohol use for four (4) hours following the accident, or until he/she undergoes a post accident alcohol test. Any employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing is considered to have refused the test. The City reserves the right to determine who may have caused or contributed to an employment-related accident and may

choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

- E. **Return-To-Duty Testing.** Any employee who has tested positive on a drug and/or alcohol test, and who was afforded the opportunity to return to work, must test negative for drugs and/or alcohol and be evaluated and released to duty by the Substance Abuse Professional before returning to work.
- F. **Follow-Up Testing.** Any employee who has tested negative on a return-to-duty drug and/or alcohol test and been returned to duty shall be required to undergo frequent unannounced drug and alcohol testing during the period of time recommended by the Substance Abuse Professional. A maximum of four (4) follow-up tests shall be conducted within the twelve (12) months following the violation, which period may be extended up to one (1) additional year. Employees subject to follow-up testing will continue to perform their duties if not otherwise in violation of this policy.
- G. **Who Pays for Testing.** The City shall pay for all reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol tests for employees. Employees shall reimburse the City through payroll deduction for all employee-requested confirmatory tests.
- H. **Refusal to Submit to Testing.** A refusal to comply with a request for testing, submission of false information in connection with a test, or any attempt to falsify test results through tampering, contamination, adulteration, or substitution, shall be considered a refusal to submit to testing and will be treated the same as a positive test result. Refusal shall include an inability to provide a specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Section 14.6. Drug/Alcohol Treatment. Employees who have completed probation and who test positive for the presence of illegal drugs or alcohol will be referred to a Substance Abuse Professional (SAP) for evaluation. An SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders. The SAP will evaluate the employee to determine what assistance, if any, the employee needs to resolve problems associated with prohibited substance abuse or misuse of alcohol.

Under certain circumstances, including a positive drug and/or alcohol test, an employee may be required to undergo treatment for substance abuse. After the employee's return to duty after such evaluation and/or treatment, he/she must follow the rehabilitation program prescribed by the SAP, pass a return-to-duty drug and alcohol test(s), and be subject to unannounced follow-up tests for a period of at least one (1) year as determined by the SAP or as required by applicable law. Any employee who refuses treatment when required, or fails to comply with the regimen prescribed by the SAP for treatment, aftercare, or return-to-duty, shall be subject to disciplinary action, up to and including termination of employment.

Section 14.7. Employee-Requested Confirmation Testing. An employee who questions the results of a required drug test may request that an additional test be conducted at a different USDHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. The cost of the second test will be borne by the employee, unless the second test invalidates the first.

The method of collecting, storing, and testing the split sample will follow Department of Transportation guidelines. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of notice of the initial test result. Requests after seventy-two (72) hours will be accepted only if the delay was due to documentable facts that were beyond the control of the employee.

Section 14.8. Confidentiality. Positive and confirmed laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be secured in a separate confidential medical folder in the Department of Human Resources. The reports or test results may be disclosed to the City Manager and Chief of Police and shall be disclosed to the tested employee.

The City may disclose information required to be maintained pertaining to an employee to the employee or to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the employer's determination that the employee engaged in prohibited conduct (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee).

ARTICLE 15

LAYOFF AND RECALL

Section 15.1. Layoff Notification. When the City determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 15.2. Layoff. The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit members will be by classification. Within the police department, provisional employees shall be laid off first followed by part-time employees and then probationary employees. Bargaining unit members shall be laid off within each classification in order of rank seniority, beginning with the least senior and progressing to the most senior up to the number of bargaining unit members that are to be laid off.

Section 15.3. Recall. The City shall create a recall list for each classification with layoffs for a period of twenty-four (24) months or for the bargaining unit member's length of seniority, whichever is less. The City shall recall bargaining unit members according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled.

Section 15.4. Recall Notification. Notice of recall shall be sent to the bargaining unit member by certified mail. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the bargaining unit member.

Section 15.5. Time Limits. The recalled bargaining unit member shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the member's intention to return to work, and shall have twenty-one (21) calendar days following the mailing date of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 15.6. Recall Probationary Period. Recalled bargaining unit members shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

ARTICLE 16

RULES AND REGULATIONS

Section 16.1. Rules, Regulations, Policies and Procedures. The City agrees that Rules, Regulations, Policies and Procedures of the Police Department shall be furnished to all members of the bargaining unit in written form.

The Chief of Police agrees under normal circumstances to notify the Labor Council of any new or amended rules and regulations or general orders prior to their general issuance and upon request to discuss the matter with the Labor Council prior to general issuance thereof.

The Rules, Regulations, Policies and Procedures shall be applied and interpreted consistently by the City, taking into consideration the facts and circumstances of each situation in which they are applied and interpreted.

The City shall retain the sole right to establish, change, amend, and enforce rules for employees to follow; and the right to warn, reprimand, discharge, demote, suspend, or transfer any and all employees who violate these rules. The Labor Council retains the right to grieve the reasonableness of the City's action. The City also may issue or establish reasonable regulations or general orders not in conflict with this Agreement.

ARTICLE 17

PROMOTIONS

Section 17.1. Intent. This Article is intended to apply to any promotional process for the position of Sergeant within the Huber Heights Police Department. Should the position of Corporal be created, the parties shall negotiate and agree on how this Article applies to that position.

Section 17.2. Eligibility. To be eligible for a promotional examination for the position of Sergeant, the applicant must have had at least three (3) years of full-time law enforcement service

with the Huber Heights Division of Police at the time of position posting, and had no lost time discipline within the previous twelve (12) months.

Section 17.3. Examinations. The examination announcement shall provide a complete list of study materials and be posted at least forty-five (45) days prior to the examination. The City will administer a multi-part promotional examination, including written and oral components. The weights of the various components will be determined by the City and disclosed to the Labor Council in advance of the examination. A portion of the written component may be purchased from a recognized testing agency. An employee shall be entitled to receive a report on that employee's individual performance. At no time will any member of the bargaining unit receive any test questions or content of answers in advance of the promotional test.

Section 17.4 Promotional Lists. Promotion to position of Sergeant shall be filled from eligibility lists established by promotional examinations given to members of the Huber Heights Division of Police. Promotional eligibility lists shall be in effect for one (1) year and may be extended to two (2) years from the certification of the list. Extensions of promotional eligibility lists must be done before the expiration of the list and notification of that eligibility list extension must be posted.

ARTICLE 18

HOURS OF WORK AND OVERTIME

Section 18.1. Intent. This Article is intended to define the hours of a workday, hours of a workweek, and to define the basis for the calculation of overtime.

Section 18.2. Work Day, Work Week, Work Year and Overtime. Bargaining unit members working an eight (8) hour per day or eight and one-half (8 1/2) hour per day schedule shall be paid for all time worked in excess of the scheduled work day in any twenty-four (24) hour period computed on the basis of time and one-half (1-1/2) their regular hourly rate of pay. The term "hours worked" for overtime purposes shall include all hours during which the Bargaining Unit Member is in paid status. When an employee works more than twelve (12) consecutive hours, all hours over twelve (12) hours shall be paid at double the employee's regular hourly rate of pay.

For purposes of compliance with the Fair Labor Standards Act, the City shall pay overtime for all hours actually worked over one hundred seventy-six (176) hours in any twenty-eight (28) day period in accordance with the Act. For purposes of compliance with this Article 18, the City shall comply with this Article.

The work year for non-investigative personnel covered by this agreement is hereby defined as being two hundred and fifty-three (253) workdays.

Section 18.3. Compensatory Time In lieu of receiving overtime premium pay, an employee may elect to receive compensatory time off in lieu of the overtime payment. Compensatory time off will be scheduled with the approval of the Chief or designee. Compensatory time off shall be granted on the basis of the overtime rate applicable for each overtime hour actually worked. Compensatory time off will be granted in half hour (1/2) hour increments or more. Partial

increments will be “rounded up” to the next complete half hour. (For example, forty-five minutes will be “rounded” to one hour and twenty minutes will be “rounded” to one half-hour). Compensatory time off may be accumulated to a maximum of seventy-two (72) hours. An employee shall elect to be paid the overtime premium or receive compensatory time off at the time the overtime hours are actually worked. Compensatory time request will be on a first come first serve basis, and only requires a forty-eight (48) notice.

Upon separation from service for any reason, members shall be paid at their current rate of pay for accumulated hours of compensatory time. When a member dies while in paid status in the City service, any unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 18.4. Schedules. A work schedule shall be posted at least two (2) weeks in advance of its effective date covering a minimum of thirty (30) calendar days indicating the normal workdays of every member of the bargaining unit.

Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the Police Department. The City agrees to schedule the changing of shifts in such a manner so that an officer will not be required to work two (2) consecutive eight (8) hour shifts.

Section 18.5. Shift Selection All shifts shall be awarded in accordance with departmental seniority of the bidders. Bids for shifts shall be submitted no later than August 1 of each year. By August 30, the employer will post the shift assignment for the following twelve (12) month period running from October 1 through September 30.

- A. Canine Officers shall be assigned to a shift for periods of twelve (12) month durations and shall be selected by officer seniority.
- B. During assignments to Criminal Investigations, School Resource Officer and Crime Prevention, the employee(s) will be governed by the hours of work inherent in those assignments.
- C. Temporary shift reassignments may be made by the Employer due to operational needs (e.g., seasonal requirements, special events, injury leaves, etc.) up to a thirty (30) day maximum per employee for each reassignment. Such reassignments will be made on the basis of seniority whenever possible. Once the need is over, the reassigned employee will be returned to their regular shift. It is specifically understood that these reassignments are not grievable.

Section 18.6. Minimum Staffing For the purpose of minimum staffing, if two supervisors are scheduled to work the same day/shift, only one of the supervisors will count toward minimum staffing numbers.

ARTICLE 19

TIME OFF RULES

Section 19.1. Flex Time. Flex time is the practice of changing an employee's scheduled days off to accommodate other department and/or employee needs. Flex time scheduled by the City, with less than two week's notice, must be agreed to by the employee. Flex time scheduled by the City with more than two week's notice, does not require mutual agreement with the employee.

Section 19.2. Flex Time Staffing. For the purpose of granting time off and determining the number of employees off on a given day/shift, if more than one employee is on a scheduled flex day on the same day/shift, only one of the flexed employees will count toward minimum staffing.

Section 19.3. Training Time Staffing. For the purpose of granting time off and determining the number of employees off on a given day/shift, employees scheduled to attend training sessions lasting more than one week shall not count toward minimum staffing.

ARTICLE 20

COMPENSATION

Section 20.1. Wages. Bargaining Unit Members shall be paid per hour according to the following wage scale:

- A. Effective the first pay period after January 1, 2026, a two percent (2%) an hour Wage/Market Adjustment increase:

	Probationary	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Hourly	\$31.57	\$34.49	\$37.45	\$40.40	\$44.34
Annual	\$65,665.60	\$71,739.20	\$77,896.00	\$84,032.00	\$92,227.20

- B. Effective at the beginning of the first pay period after January 1, 2026, a 4% increase:

	Probationary	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Hourly	\$32.83	\$35.87	\$38.95	\$42.02	\$46.11
Annual	\$68,286.40	\$74,609.60	\$81,016.00	\$87,401.60	\$95,908.80

- C. Effective at the beginning of the first pay period after January 1, 2027, a 4% increase:

	Probationary	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Hourly	\$34.14	\$37.30	\$40.51	\$43.70	\$47.95

Annual	\$71,011.20	\$77,584.00	\$84,260.80	\$90,896.00	\$99,736.00
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D. Effective at the beginning of the first pay period after January 1, 2028, a 4% increase:

	Probationary	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Hourly	\$35.51	\$38.79	\$42.13	\$45.45	\$49.87
Annual	\$73,860.80	\$80,683.20	\$87,630.40	\$94,536.00	\$103,729.60

E. Annual salaries shown above are for informational purposes only. All bargaining unit employees are hourly employees.

F. Step increases shall be effective at the beginning of the pay period in which an employee becomes qualified to advance to the next step in the wage.

Section 20.2. Call-In Pay. The City agrees to pay employees for a minimum of four (4) hours at one and one-half (1-1/2) times the employee's rate of pay if the officer is called-out for duty, as determined by a supervisor, at a time other than that for which the employee has been scheduled, thus necessitating additional travel to and from work. If the call-out abuts the employees scheduled shift he/she shall be paid for the hours prior to the start of his/her shift. If the employee is notified that the call-in is cancelled before arriving at the location, the employee shall be paid for a minimum of two (2) hours at one and one-half (1-1/2) times the employee's rate of pay.

Section 20.3. Court Time (a). In instances where an officer is required to work scheduled overtime, including court time, the City agrees to pay employees for a minimum of three and one-half (3 ½) hours at one and one-half (1-1/2) times the employee's hourly rate of pay. Court time on an employee's scheduled day off shall be a minimum of four (4) hours at one and one half (1 ½) times the employee's hourly rate of pay. If the scheduled overtime, as outlined above, overlaps the officer's regularly scheduled duty time, the employee will only be eligible for overtime compensation for that time not on duty. If the scheduled overtime, as outlined above, begins one-half (1/2) hour or less after the officer's regular shift, the officer shall only be paid for the actual time worked. A Departmental vehicle will be provided for officers attending out of town training sessions. If no vehicle is available, employees will be reimbursed in accordance with the City's travel policy.

Section 20.3 (b) All Other Overtime. . All other overtime will be paid out at time and a half the employee's hourly rate of pay.

Section 20.4. Canine Handlers. Members who are assigned as a Canine Handler shall work eight (8) hour work days. Canine Handlers shall receive compensation of six (6) additional hours per pay period in recognition of home care and maintenance of their assigned working dogs, with said hours not to constitute overtime under the terms of this Agreement.

Section 20.5. Officer-In-Charge. A Police Officer who has been assigned to serve as Officer In Charge by the Chief of Police (or designee) shall receive the rate of pay equivalent to the lowest

rate of a Sergeant, for each whole or fraction of an hour the officer is in charge. OIC assignment while working overtime shall be paid at the rate of time and one half (1 ½) the lowest rate of pay for a Sergeant.

Section 20.6. On-call Pay. Employees required to perform on-call functions at the direction of the Chief of Police shall be compensated at a rate of one (1) hour's pay, at straight time for each day or part of a day required to perform the on-call duties.

Section 20.7. Pension Pick-up. Effective throughout the life of this Agreement, the City shall pay one percentage (1%) point of the employee's state-mandated contribution to the Police and Fireman's Pension Fund. The remaining portion of the employee's contribution shall be paid by the employee. However, the City shall "shelter" members pension contribution for personal income tax purposes.

Section 20.8. Pyramiding. There shall be no pyramiding of premium pay for the same hours worked.

Section 20.9. Field Training Officer. A police officer who has been assigned to serve as a Field Training Officer (FTO), in the sole discretion of the Chief of Police, (or his designee) shall receive an additional two dollars and fifty cents (\$2.50) per hour, for each whole or fraction of an hour the officer is performing FTO duties.

Section 20.10 Longevity.

Employees shall receive, annually, a longevity incentive for service with the City of Huber Heights.

Employees shall receive:

Eight hours of vacation for 10-14 years of service credited at the start of 10 years;
Twelve hours of vacation for 15-19 years of service credited at the start of 15 years;
Sixteen hours of vacation for 20-24 years of service credited at the start of 20 years;
Twenty-four hours of vacation for 25 years of service credited at the start of 25 years and each year thereafter.

ARTICLE 21
HOLIDAYS AND PERSONAL LEAVE DAYS

Section 21.1. Holidays. The employees shall receive holiday pay as defined below for the following holidays, which shall be observed on the days indicated:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th

Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25th

Any Special holiday, as designated by the City, when the City offices are closed for the entire day, will also be observed as a holiday under this Article.

Section 21.2. Holiday Payment.

- A. For each holiday listed above, employees shall receive their regular daily rate as holiday pay, regardless of whether they work the holiday or not, provided they were employed during the holiday. Employees are paid at their normal hourly rate for holidays, and time and a half their hourly rate for working overtime. In addition, employees who work on a holiday will receive holiday premium pay in an amount equal to one half their regular hourly rate for all hours worked on the holiday. For clarification, a continuous shift beginning or ending on a holiday shall qualify for holiday pay as defined in this section.
- B. Ninety-six (96) hours of holiday pay, at the then-current rate of pay, shall be paid once per year by separate check payable with the last paycheck issued in October for the Veteran's Day through Labor Day prior to payment for which the employee was employed on the workday before and after the holiday.
- C. In regard to shifts that straddle midnight, only one working day will be counted as a holiday for which this benefit is intended.

Section 21.3. Personal Leave. All bargaining unit employees shall receive twenty-eight (28) hours of personal leave per year.

This leave will be allotted January 1st each year. Employees who begin working after January 1st shall be entitled to personal leave on a pro-rated basis. Up to 56 hours of personal leave may be carried over into the next calendar year and all excess personal leave as of December 31st each year shall be forfeited. The carry over of personal leave for those employees that have hours over the 56 hours cap, will have two years to "burn down" their hours; any hours in excess of 56 hours as of December 31, 2027, will be forfeited.

An employee may elect to use the personal leave hours as leave from work in half hour (1/2) increments or more. Partial increments will be "rounded up" to the next complete half hour. (For example, forty-five minutes will be "rounded" to one hour and twenty minutes will be "rounded" to one-half hour).

ARTICLE 22 **VACATION**

Section 22.1. Vacation Accrual. Bargaining unit employees shall earn vacation leave, on a pay period basis, according to their number of years of continuous service with the City as a member of the Police Division. Accrual rates will be based on the table below:

<u>YEARS OF SERVICE</u>	<u>ACCRUAL PER PAY PERIOD</u>	<u>APPROXIMATE NUMBER OF VACATION DAYS ANNUALLY</u>
Less than 5 years of service	3.0769 hours	10-vacation days
5 years of service but less than 10	4.9231 hours	16-vacation days
10 years of service but less than 15	6.1538 hours	20-vacation days
15 years of service but less than 20	7.3846 hours	24-vacation days
20 years of service but less than 25	8.6154 hours	28-vacation days
Greater than 25 years of service	9.8461 hours	32-vacation days

Vacation time shall be accrued on the basis of complete pay periods of employment, and shall begin on the date of hire for each employee. No employee will be permitted to use vacation time that has not been accrued. Vacation leave shall be granted to employees upon six (6) months of employment with the City. (Employees with less than twelve (12) months of service may only use the vacation time they have accrued within the first six (6) months of employment). It is the employee's responsibility to complete a standard leave request and submit the request to the Chief of Police.

Section 22.2. Vacation Carry Over. Year-to-year carry over allowed is equal to the total hours accrued in a calendar year. Vacation amounts in excess of the above to an employee's credit as of December 31 shall be automatically carried over to the following calendar year, but such excess vacation is to be used by March 31 of the following year. Any excess not used by March 31 shall be forfeited, unless the employee is eligible to convert vacation to pay as described in Section 21.5. In such cases, all excess vacation as of March 31 shall be converted to cash up to the conversion limits described in Section 21.5. Any amounts as of March 31 that are over the conversion limits shall be forfeited.

Section 22.3. Vacation Scheduling. Vacations leave shall be granted by the Chief or designee at such times as they least interfere with the efficient operation of the Police Department. Vacation requests must be made by September 15. Officers who make the request by September 15 shall be granted vacation preference in accordance with rank seniority. Officers in the Detective Division shall select vacation time off on a schedule that is separate from all other Police Officers in the Department. Should two (2) or more Police Officers request the same vacation time off on the same day, vacation shall be granted by seniority. After the seniority vacation picks listed above are over, all other casual vacation requests, on a first come first serve basis, shall only require a 48-hour advanced notice.

Vacation leave shall be granted in half hour (1/2) hour increments or more. Partial increments will be "rounded up" to the next complete half hour. (For example, forty-five minutes will be "rounded" to one hour and twenty minutes will be "rounded" to one half-hour).

Section 22.4. Prior Public Service Credit. Employees shall be credited with prior service credit for time worked fulltime with other Ohio political subdivisions for the purpose of determining vacation entitlement.

Section 22.5. Annual Vacation Cash-Out. Employees in the bargaining unit may receive pay in lieu of time off for accumulated vacation leave. Employees with five (5) or more years of service may cash-out up to six (6) vacation days in a calendar year. Employees with ten (10) or more years of service may cash-out up to twelve (12) vacation days in a calendar year.

Section 22.6. Terminal (Separation) Pay. Accrued but unused vacation hours shall be paid as terminal (separation) pay if an employee leaves employment in good status and has completed six (6) months of continuous service with the City; provided the employee gives not less than fourteen (14) calendar days' advance notice of such action to the Chief. An employee who is laid off shall be paid for accrued vacation. The employee shall be remunerated for all accrued vacation at their last rate of pay with the City at the time the employee leaves employment. In the event of the death of an employee, such compensation shall be paid to the surviving spouse or the employee's estate.

Section 22.7. Substitution of Other Discretionary Paid Leave. An employee whose use of vacation leave, compensatory time, or personal leave has been approved, but who has an insufficient balance of such leave available for leave taken, shall be paid for the time used from accrued vacation, compensatory time, or personal leave, in that order, up to the accrued leave available.

ARTICLE 23

MEDICAL INSURANCE COVERAGE

Section 23.1. The Employer shall provide to all bargaining unit employees who elect coverage, health care through a qualified High Deductible Health Plan ("HDHP") in conjunction with a Health Savings Account ("HSA") or a Health Reimbursement Account ("HRA"). Dental and vision insurance coverage shall be the same coverage provided to other groups of Huber Heights City Employees.

Section 23.2. Through December 31, 2028, the Employer will pay 100% of the premium cost and will contribute 80% of the deductible for the HDHP for those bargaining unit employees who elect coverage and are enrolled in a HRA. The participating employees shall be responsible for the remaining 0% of the premium cost and 20% of the deductible. Through December 31, 2022, the Employer will contribute 60% of the deductible for the HDHP for those bargaining unit employees who elect coverage and are enrolled in a HSA. The participating Union member shall be responsible for the remaining 40% of the deductible.

Effective January 1, 2026, the Employer will pay 100% of the premium cost and will contribute 80% of the deductible for in-network providers within the HDHP for those bargaining unit employees who elect coverage and are enrolled in a HRA. The participating employees shall be responsible for the remaining 0% of the premium cost and 20% of the deductible for in-network providers. Effective January 1, 2026, the Employer will contribute 60% of the deductible for in-network providers within the HDHP for those bargaining unit employees who elect coverage and

are enrolled in a HSA. The participating Union member shall be responsible for the remaining 40% of the deductible for in-network providers.

Effective January 1, 2026, participating employees shall be responsible for 100% of the deductible for costs incurred for services provided by out-of-network providers and the Employer shall not be required to contribute toward such deductibles.

Effective January 1, 2026, participating employees shall be responsible for all “Co-Pays” under the HDHP for in-network and out-of-network services.

(For information purposes, during the 2026-2028 contract, the Co-Pays shall apply after the \$2,500 Single or \$5,000 Family Deductible is met for In-Network Services. Employees shall be obligated to pay the following Co-Pays up to a maximum of \$1,000 Single or \$1,850 Family for In-Network Services:

- *Prescription Drugs - \$10 - ~~\$35~~ \$40 - ~~\$60~~ \$85-\$250 depending upon Tier.*

Employees shall be obligated to pay Co-Pays of 30% up to a maximum of \$5,000 Single or \$10,000 Family for Out-Of-Network Services.

Effective January 1, 2026 the City shall continue to pay 100% of the premium.

Section 23.3. The Employer shall tender payments of its share of the deductibles to the Health Savings Accounts (“HSA”) and the Health Reimbursement Accounts (“HRA”) of Union members who chose to participate in the HDHP, then in effect, on or before the first banking day following January 1, April 1, July 1 and October 1 for each year of the Agreement.

Section 23.4. In the event that a Union member or a member of his or her family who is enrolled in and covered by the HDHP suffers an illness or injury for which the cost of medical attention exceeds the Employee contribution and the annual Employer contribution paid to date, the Employer shall accelerate payments of the remaining deductible contributions for that calendar year to assist the Union member in paying health care related expenses.

The Union member must submit to the Employer an Advance Request Form for acceleration and provide deductible documentation showing the costs of the illness or injury. Acceleration of the Employer’s payment of its portion of the deductible shall not be available for elective procedures, including surgery and/or outpatient treatments.

Section 23.5. The HSA accounts shall be set up with a bank selected by the Employee with Employer’s approval. The Union members are solely responsible for any and all charges or fees assessed by the bank for the administration of and/or transactions involving each Union member’s HSA. The Employer shall be responsible for any fees or costs associated with its decision to change insurance carriers.

Section 23.6. The Employer agrees to deduct from each participating Union member's biweekly paycheck the amount designated by that individual Union member through an authorization form to be provided by the Employer. These amounts shall be paid into the participating Union member's HSA.

Section 23.7. The Union member is solely responsible for the management of his or her HSA. The Employer makes no representations or promises regarding the operation of the HSA, the tax implications of the HSA or the maximum a Union member may contribute to the HSA.

Section 23.8. Except for paragraphs 23.5 and 23.7, all matters relating to the rights and obligations of the Employer and Union member as set forth herein shall be subject to the grievance procedures set forth in Article 9 of this Agreement. Matters regarding occurrences which follows the Employer's deposit of its portion of the deductible and deposit of the Union member's authorized pay deductions, if any, are beyond the control of the Employer, and therefore are not amenable to the grievance procedure.

Section 23.9. The Employer and representatives of its bargaining unit employees, including the Union, shall form a committee to meet and confer regarding health care coverage during the term of this Agreement. The committee will evaluate and agree upon recommended changes to the health care coverage of the bargaining unit. In the event that the committee is unable to reach an agreement on a recommendation for health care coverage, either the employer or the Union may immediately file a request for arbitration pursuant to the American Arbitration Association's Expedited Labor Arbitrations rules to determine if coverage under the HDHP selected by the City is substantially equivalent to the plan then in effect.

Section 23.10. Union members shall be responsible for five (5%) percent of the premiums for the plans providing vision and dental coverage.

Section 23.11. The insurance carriers and/or method of providing the benefits referred to in this Article shall be solely at the discretion of the Employer.

Section 23.12. The Employer shall continue to offer an Employee Assistance Program designed to assist employees with personal problems that often interfere with their work.

Section 23.13. In the event that a Union member declines coverage under the HDHP then in effect, the Employer agrees that it will pay the non-participating employee two-thousand five hundred dollars (\$2500.00), in lieu of providing health care coverage. Payments of six hundred twenty five dollars (\$625.00) shall be made to the employee quarterly, on the date set forth in Section 22.3. Union members will not receive compensation should they choose not to participate in the City's vision or dental plan.

In order to qualify for this benefit, the employee must present proof satisfactory to the Employer that he or she is covered under a health care plan other than the HDHP provided by the Employer.

Section 23.14. Life Insurance. The Employer shall provide for each bargaining unit employee term life insurance and double indemnity coverage in the amount of fifty thousand dollars

(\$50,000.00). The costs of said term life insurance shall be at the expense of the City. The choice of insurance carriers shall be solely within the discretion of the City. A copy of the insurance policy shall be provided to the Labor Council by the City.

The City agrees to provide its employees the opportunity to purchase (at the employee's cost) voluntary group term life insurance for themselves and/or their dependents. The plan will attempt to provide flexibility that allows for various coverage options and choices for the employee. The provider selection process will allow the City to "shop" for affordable group rates, minimum/maximum levels of life insurance, as well as guaranteed issue provisions.

Section 23.15. Liability Insurance The City shall maintain professional liability insurance for employees of the bargaining unit for the duration of this Agreement provided such insurance is reasonably available to the City. The costs of said liability insurance shall be at the expense of the City. The choice of insurance carriers shall be solely within the discretion of the City. A copy of the insurance policy shall be provided to the Labor Council by the City.

Section 23.16. Health Reimbursement Accounts. Employees who are participants of the HRA may use their HRA funds to purchase all qualified medical expenses, as permitted in section 213 (d) of the Internal Revenue Code and the HRA Plan Document. The maximum HRA benefit will be the maximum HRA benefit prorated on a quarterly basis based on the employee HRA eligibility date.

Reimbursements under the HRA can be made for the expenses of employee, spouse and dependent of the employee. HRA participants may access their entire HRA benefit anytime during the year. The unused HRA amounts at the end of the coverage year will not be carried forward to the next calendar period. Upon separation of employment during the plan year, participation in the plan will cease and any unused amounts are forfeited. These amounts may never be used for anything but reimbursements for qualified medical expenses.

ARTICLE 24

UNIFORMS

Section 24.1. Uniforms. Upon original appointment, employees will receive uniforms and equipment paid for by the City, and updated within the City's discretion, as described in Appendix B attached hereto. Should the City during the life of this Agreement, change its uniforms or accessories the City will supply each covered employee with the changed items. No employee is authorized to wear or use departmental clothing and equipment except in the official performance of their duty, except as otherwise approved by the Chief of Police.

Section 24.2. Investigative Section. Personnel assigned to the investigative section shall receive an annual clothing, footwear and miscellaneous equipment maintenance allowance of Two Thousand Dollars (\$2,000.00) to be paid semiannually, the first payday in January and June. Personnel assigned to the investigative section after January (and after June) will receive a prorated payment ($\$76.92 \times$ number of pay periods to be served in that assignment for the semi-annual period). From this allowance, investigative section employees shall purchase all necessary clothing

as per division policy, and maintain at least one (1) complete uniform as described in Appendix B herein at a minimum.

Section 24.3. Cleaning. All employees within the bargaining unit shall be responsible for the maintenance and cleaning of all uniforms and uniform accessories described in Appendix B. Said uniforms and equipment shall be maintained in accordance with Departmental Policy.

Section 24.4. Damaged Items. The City will replace uniforms damaged during non-negligent use in the line of duty.

Personal Items. If, in the course of performing work related activities for the Employer, an employee loses or damages personal items, (eg. Watches, cell phones, sunglasses, contact lenses, eyeglasses, hearing aids, and dentures) the items will be replaced by the Employer. The total replacement cost in one (1) calendar year per employee shall not exceed five hundred dollars (\$500). Damages to eyeglasses, contact lenses, hearing aide, and dentures is subject to reimbursement by Workers' Compensation. In the event Workers Compensation does not cover full replacement cost, the employee is eligible for replacement cost reimbursement as outlined above.

Section 24.5. Purchase of Weapon. Upon retirement from the Police Division (with ten (10) years or more of service), each Bargaining Unit Member shall have the right to purchase their service weapon and related magazines. The price of the weapon will be based on a depreciation schedule of twenty percent (20%) per service year, with a minimum value of one dollar (\$1.00). The Chief shall maintain a record of make, model and serial number of said weapon in the name of the retired officer.

Section 24.6. Footwear and Miscellaneous Equipment Maintenance Allowance. The City will, after initial issuance, provide all personnel other than those assigned to the Investigative Section an annual allowance of Eight Hundred Fifty Dollars (\$850.00) annually, with the second check in January, for the officer's footwear, duty bag, flashlight, and flashlight batteries, which the City will no longer purchase as a part of the provided uniform.

Section 24.7 Uniform Annual Allowance During Absence. No Bargaining Unit Member shall receive Uniform Allowance under this Article during periods of time when the member is on leave status for twelve (12) consecutive months. Such members shall have their annual allowance suspended until they return to work, at which time they will receive the education pay on a pro-rata basis. If a member does not return to work for any reason, the member shall not receive any annual allowance accrued during the member's absence from work.

ARTICLE 25 **SICK LEAVE**

Section 25.1. Rate of Accrual. All full-time employees shall be credited with five (5) hours of paid sick leave per pay period.

Section 25.2. Permissible Uses. Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees or the public.
- C. Examination of the employee, including medical, psychological, dental or optical examination, by an approved practitioner, which cannot be scheduled during non-work time.
- D. Illness, injury or pregnancy related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

For the purpose of this Article, the definition of immediate family shall be: spouse, child, step-child, parents, step-parents, siblings, parent-in-law, significant other (as determined by the City Manager) or dependents residing full-time in the employee's household.

Section 25.3. Notification. For sick leave use, each bargaining unit member shall notify the Chief or the Chief's designee as early as possible, but no later than two (2) hours prior to the employee's shift starting except day shift, which shall be one (1) hour before the beginning of the shift on the day of absence from work. Failure to promptly notify the City may result in denial of sick leave pay. All sick leave to be so classified shall be subject to approval by the Chief of Police. Employees shall follow proper procedures in filing sick leave forms upon return to work.

Section 25.4. Doctor's Certificate. The Chief or designee may require a physician's certificate to confirm the reasons for an absence due to illness or injury or for verification of the fact that the employee is able to return to work. Failure to present any required or requested physician's certificate, employee's written statement, or other required or requested medical verification, to the Employer (or designee) may result in loss of pay for the time absent, and/or disciplinary action.

Section 25.5. Medical Appointments. To the extent possible, employees should schedule dental, optical or medical appointments during off duty hours. However, when this is not possible and in the judgment of the Chief an employee can be spared from work, the employee shall be given the time off and, at the employee's discretion, either from accumulated compensatory time off or sick leave credits charged therefore.

Section 25.6. Other Considerations. Employees on sick leave/wage continuation shall not actively work or participate in the management of secondary employment or secondary business until such time as they have returned for regular hours. An employee utilizing sick leave and/or

wage continuation shall be home and available for contact during the employee's regular shift hours unless otherwise authorized by the Chief in writing, unless hospitalized, receiving outpatient medical treatment outside the employee's residence, purchasing required medication, or as authorized in writing by the Chief.

Section 25.7. Sick Leave Compensation If, at the end of the last pay period of any calendar year, an employee has a balance of more than one thousand two hundred eighty five (1285) hours of accrued but unused sick leave, the hours in excess of one thousand two hundred eighty five (1285) will be converted into a cash payment. Each employee who has accumulated more than one thousand two hundred eighty five (1285), and has no more than four occurrences of sick leave, will be paid a sum equal to one hour worked, at the employee's regular straight time rate, for every two (2) hours accumulated in excess of one thousand two hundred eighty five (1285) hours. Each employee who has accumulated more than one thousand two hundred eighty five (1285) hours, and has more than four occurrences of sick leave, will be paid a sum equal to one hour worked, at the employee's regular straight time rate, for every three (3) hours accumulated in excess of one thousand two hundred eighty five (1285) hours.

Upon retirement, an employee's sick leave balance will be converted into cash payment. Each employee will be paid according to the following schedule:

- A. For accumulated sick leave hours one (1) through three hundred fifty seven (357), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every four (4) hours of accumulated sick leave.
- B. For accumulated sick leave hours three hundred fifty eight (358) through seven hundred fourteen (714), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every three (3) hours of accumulated sick leave.
- C. For accumulated sick leave hours seven hundred fifteen (715) through one thousand seventy one (1071), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every two (2) hours of accumulated sick leave.
- D. For accumulated sick leave hours in excess of one thousand seventy one (1071), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every one (1) hour of accumulated sick leave.

Upon an employee being granted a permanent and total disability from OP&F, that employee is eligible to receive a cash payment for unused sick leave hours according to the following schedule:

- A. For accumulated sick leave hours one (1) through three hundred fifty seven (357), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every one (1) hour of accumulated sick leave.
- B. For accumulated sick leave hours three hundred fifty eight (358) through seven hundred fourteen (714), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every three (3) hours of accumulated sick leave.

- C. For accumulated sick leave hours seven hundred fifteen (715) through one thousand seventy one (1071), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every two (2) hours of accumulated sick leave.
- D. For accumulated sick leave hours in excess of one thousand seventy one (1071), the employee will be paid a sum equal to one (1) hour worked, at the employee's regular straight time rate, for every one (1) hour of accumulated sick leave.

Section 25.8. Active Duty Death Upon death of an employee, the spouse (if there is no spouse, then the deceased employee's estate) will be paid in one lump sum for all accumulated but unused sick leave. Such payment will be at the rate of one hundred percent (100%) at the employee's regular straight time hourly rate at the time of death.

Section 25.9. Sick Leave Abuse. The City reserves the right to investigate all usage of sick leave, and may hold full payment of sick leave until said investigation is completed. Should the City determine that an employee has not used sick leave in accordance with the above rules and regulations, payment may be denied and discipline may be meted out in accordance with the severity of any abused sick leave benefits. After five (5) instances of sick leave during an evaluation period, the use of sick leave requires approval of the Chief of Police on a case-by-case basis. Employees granted approval for sick leave in excess of this limit are not eligible for voluntary overtime assignments during the pay period during which the sick leave was granted.

Section 25.10. Donated Sick Leave

A. **Eligibility** - Any eligible employee may apply to the City Manager to receive donated sick leave, if the employee requesting such donated sick leave:

- 1. Has a non-work related serious illness or injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks;
- 2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence;
- 3. Has not been offered non-work related Transitional Duty; and
- 4. Has no disciplinary actions regarding sick leave abuse on record for progressive discipline purposes.

B. **Procedure:**

- 1. An employee qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the City Manager. Written documentation from a medical doctor of the employee's serious illness or injury must be attached to the request. The City Manager shall have the

discretion to approve or deny such request. Copies shall be provided to the employee, Human Resources and the Chief of Police.

2. Upon approval of a request for sick leave donation, the City Manager shall complete the necessary form and forward copies of same to each city division.
3. An employee wishing to donate sick leave to a fellow employee eligible for donation shall complete the necessary form and forward same to their division head, who shall provide a copy to Human Resources.

C. **Approval** - Upon approval of an employee's request for donated sick leave, the City Manager shall:

1. Notify all city employees of the employee's need for donated sick leave, while respecting the employee's right of privacy;
2. Approve payment of any such donated sick leave to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is greater.

D. **Donating Sick Leave** - An employee may donate accrued and unused sick leave to their credit to any other employee who has been approved to receive donated sick leave if the donating employee:

1. Retains a sick leave balance of at least four hundred – eighty (480) hours after deduction of the hours offered for donation; and
2. Voluntarily elects to donate sick leave to the employee approved for donation, understanding that any such leave donated and used shall not be returned.

E. **Terms and Conditions** – The following additional terms and conditions shall apply to the sick leave donation program:

1. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;
2. An employee receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave;
3. Sick leave shall be deducted from donating employees proportionately from all donated hours and credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their regular two (2) weeks' pay. No sick leave shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick leave donated by an employee that is not used shall remain in the account of the donating employee.

4. An employee using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. All paid leave provided to or accrued by an employee while using donated sick leave shall be used in the following pay period before donated sick leave is used.
5. Employees receiving donated sick leave shall be eligible to receive such leave only until the employee's estimated date of return to duty, or until the first pay period during which the receiving employee fails to receive enough donated leave to receive their full two (2) weeks pay. Persons who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.
6. No employee receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. An employee may not apply for donated leave more than once in any twelve (12) month period.
7. Donated sick leave shall not count for purposes of the donating employee's sick leave attendance bonus.
8. The City Manager shall ensure that no employee is forced or coerced into donating sick leave for a fellow employee. Donation shall be strictly voluntary. No city employee shall directly solicit donations of sick leave from another employee other than by the posting of an approved form.

ARTICLE 26

WAGE CONTINUATION

Section 26.1. Reporting. Any bargaining unit member injured in the line of duty will file a written accident or injury report with the Chief of Police or the Chief's designee within twenty-four (24) hours of the incident or as soon as the bargaining unit member is physically able to do so. Failure, without good cause, of a bargaining unit member to comply with this section may be grounds for the City to deny wage continuation leave or supplemental benefits. Any employee claiming a service-connected illness or injury under this Article shall file an application with the Ohio Bureau of Worker's Compensation (BWC). In the event the claim is denied by Worker's Compensation, the employee shall be charged with sick leave and/or vacation for all time paid by the City for the wage continuation claim. The parties agree that the employee's pay status will be controlled by the BWC's original decision until all appeals are final.

Section 26.2. Wage Continuation. Any employee who becomes unable to perform duties as assigned by the Employer due to a physical injury suffered in the discharge or performance of official duties as an employee of the City shall be eligible for wage continuation. Wage Continuation leave shall be available for up to seven hundred twenty (720) work hours. These seven hundred twenty (720) work hours are fully paid by the Employer, and are in lieu of Workers' Compensation benefits. An employee who applies for wage continuation will apply to BWC for

medical benefits only and not lost income benefits. The employee may apply for lost income benefits toward the end of the wage continuation if it is known that the absence will continue beyond paid wage continuation. Recurring injuries do not qualify employees to receive wage continuation pay beyond the allowable seven hundred twenty (720) work hours provided at the time of the initial work connected injury date. During the first twelve (12) weeks following the conclusion of the paid leave, the employee may utilize sick or vacation time to supplement the Workers' Compensation benefits.

Section 26.3. Medical Evidence.

- A. Any employee making claim for such compensation as provided for in this Article shall, at the request of the City, submit to a physical exam by a licensed physician of the City's choice. This examination will be restricted to areas limited to or affected by the injury. In the event that the physician finds that such employee is able to return to duty, the employee shall do so on the next scheduled work day or at any other time as scheduled by the City. Physical examinations required pursuant to this Article shall be at the City's expense.
- B. For the best interest of both the employee and the Employer, an employee utilizing injury leave shall remain at the employee's residence Monday through Friday, 8:00 a.m. to 4:00 p.m. unless hospitalized, receiving out-patient medical treatment outside the employee's residence, purchasing required medication, or as authorized in writing by the Chief.
- C. A partially disabled employee who is eligible for wage continuation under this Article may be required by the City to perform limited duty work, subject to the limitations set and approved by the City's physician.
- D. Should an employee covered by this Agreement become permanently disabled as a result of an on-the-job injury to the extent that the employee cannot perform the regular job duties, the City will attempt to place the employee in a position within the Department, in the judgment of the City and/or the Chief of Police, the employee is physically and mentally able to perform, provided that such a position is available. This Section shall not require the City to create a position for any employee.

Section 26.4. Protection Insurance. The City may provide this benefit to the employee through income protection insurance or by any other means available to the City. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive injury leave pay. The cost of such insurance shall be at the City's expense.

ARTICLE 27

OTHER LEAVES OF ABSENCE

Section 27.1. Jury Duty. The City shall grant the required leave with full pay where a bargaining unit member is summoned for any jury duty. All compensation received from the summoning court for such duty shall be paid to the City unless such duty is performed totally outside of the member's regularly scheduled duty hours. Bargaining unit members released from

jury duty prior to the end of their scheduled work period shall report to work for the remaining hours of such work shift.

Section 27.2. Military Leave.

- A. All bargaining unit members who are members of the Ohio National Guard, the Ohio Organized Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties-without loss of pay for such time as they are in the military service on field training or active duty for periods of time not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year from January 1 through December 31. The member is required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Bargaining unit members who are members of those components listed above will be granted emergency leave for mob control, riot control, flood, civil defense or similar duties when so ordered by the governor to assist civil authorities. Such leave will be paid provided it does not exceed the maximum hours of military leave provided above. The leave will cover the official period of the emergency.
- B. Employees who are called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States or an act of congress is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:
 - 1. The difference between the permanent public employee's gross monthly wage or salary as an officer or permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month;
 - 2. Five hundred dollars.

No permanent public employee shall receive payments under division (B) of this section if the sum of the permanent public employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that period or if the permanent public employee is receiving pay under (A) of this section.

- C. Employees who are drafted or called for active duty with the Armed Forces of the United States or one of its reserve components shall in accordance with existing laws be entitled to re-employment after separation or discharge under honorable conditions from such service. The employee must be physically and mentally able to do the work required and must report for work within ninety (90) days of discharge. The Employee shall be re-employed in the same position or a similar position to the one held at the time of entry into the Armed Forces. The employee will enjoy seniority and benefits of that seniority that would be due as though he had been actively on the payroll. However, while on

extended leave the employee shall not be entitled to benefits of employment, such as, sick, vacation, personal leave days or group health and life insurance and other such coverages.

- D. An employee shall be granted permission to be absent from work in order to receive a physical examinations for compulsory military service in the Armed Forces in the United States. The employee shall be entitled to use paid sick leave for that purpose during such absence for a period not to exceed three (3) days.

Employees wishing to enlist shall be permitted to take one (1) enlistment physical and shall receive no more than one (1) day paid sick leave for that physical.

Section 27.3. Funeral Leave. At the time of a death in an employee's immediate family, an employee shall be granted time off for a period which is appropriate for the circumstances presented, and the employee shall be paid for up to three (3) days of missed work days in that period. Immediate family shall be defined as current spouse, child, step-child, child-in-law, parent, step-parent, parent-in-law, sibling, step-sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, aunt-in-law, uncle-in-law, person in loco parentis or legal guardian, other family member residing in the employee's household and claimed as a tax exemption by the employee in the most recent tax year, and one significant other residing in the employee's household as approved by the City Manager. If additional time is necessary for an employee to attend the funeral and attend to family matters of a member of the employee's immediate family as defined above, an employee shall be entitled to use up to three (3) days of sick leave in conjunction with funeral leave.

Section 27.4. Family and Medical Leave. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least twelve hundred and fifty (1250) hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

- A. To care for the employee's own serious health condition;
- B. To care for the employee's spouse, child or parent who has a serious health condition; or
- C. Because of the birth, adoption, or foster placement of a child.
- D. Care for spouse, son, daughter, parent or next of kin who has suffered serious illness or injury while on active military duty; or
- E. A qualified exigency for a spouse, son, daughter or parent of a member of the Armed Forces called to active duty.

The employee's paid leave must be used up and is included in the twelve (12) week total, as follows:

- a. Available sick leave (if the absent qualifies for sick leave)

- b. Accrued vacation
- c. Accrued personal leave

The employee may use compensatory time during the twelve (12) weeks.

The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or placement agency, whichever is applicable.

If the City employs a married couple and one or both request leave for a birth, adoption, foster care placement of a child, or to care for a new child, the total annual FMLA leave available to them as a couple for those purposes is twelve (12) weeks.

It is intended that the application of this Section comply with the FMLA of 1993 and that the parties shall take such actions as to ensure compliance.

An employee who exhausts Family Medical Leave and/or injury leave shall be eligible for continued sick leave or disability leave.

Section 27.5. Personal Leave. An employee may be granted up to ninety (90) days of a personal leave of absence without pay upon approval of the City Manager. A request for a personal leave of absence shall be in writing; state the reasons for the requested leave, and be signed by the employee. Approval from the City Manager shall be in writing and shall specify the extent, if any, which seniority will accumulate during the period of the leave of absence and the date upon which the leave of absence terminates.

ARTICLE 28

PERFORMANCE/EDUCATION PROGRAMS

Section 28.1. Educational & Military Experience Incentive. Employees with military experience prior to their employment with the city, or who possess an Associate's degree, a Bachelor's degree, and/or a Master's Degree shall be paid the following amounts during the first pay period of each December:

Military Experience \$ 400.00

Associate's Degree \$ 400.00

Bachelor's Degree \$ 700.00

Master's Degree \$1000.00

To qualify for the Military Experience Incentive, the unit member must provide

documentation of an Honorable Discharge or a General Discharge Under Honorable Conditions.

These incentives are not subject to pyramiding and unit members shall only be paid to the highest rate of incentive for which they are qualified.

Section 28.2 Reimbursement Program. Each full-time non-probationary employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition only in courses of instruction voluntarily undertaken and subject to the following conditions:

- A. Provided financial resources are available, each employee of the unit may be provided not more than \$4,000 per fiscal year for tuition reimbursement. Said funds shall only be provided under the following conditions:
 - An employee must submit a letter of intent for utilization of this benefit no later than September 1 of the year preceding the year in which the benefit will be used. This letter must be submitted to the employee's division head, or their designee.
 - For the fiscal year in which the benefit is to be utilized, the adopted city's budget must demonstrate a General Fund that is both legally and structurally balanced.
- B. Only courses that directly related to the employee's current employment position are eligible for reimbursement hereunder. To claim reimbursement the employee must complete an application on a form provide by the City and receive approval from the City Manager for the course of study in advance. Each class taken must also be approved in advance. All courses must be taken during non-work hours. The Employer shall not reimburse fees for any course for which the employee received a scholarship, grant or subsidy to the extent of such aid.
- C. All courses must be taken at an accredited college or university pursuant to and part of an established program leading to a degree.
- D. Upon completion of an eligible course the employee shall promptly submit to the Employer a copy of the course grade report and a receipt issued by the college or university setting forth the cost of tuition.
- E. Reimbursement shall be at the following rates:
 - a. One hundred percent (100%) for an "A" or equivalent;
 - b. Ninety percent (90%) for a "B" or equivalent; and
 - c. Eighty percent (80%) for a "C" or equivalent.
- F. No reimbursement will be granted for books, papers, supplies, transportation, meals or any other expense connected with any course except the cost of tuition.

- G. Utilization of the Tuition Reimbursement Program shall not preclude any unit member from receiving that Educational or Military Experience Incentive Pay for which they qualify.
- H. Employees shall repay the Employer any tuition reimbursement received in the prior year if they voluntarily leave employment.
- I. In the event of a permanent lay-off, disability retirement or death the employee will not be required to reimburse the Employer for tuition assistance.

Section 28.3 Educational Pay During Absence. No Bargaining Unit Member shall receive Educational Pay under this Article during periods of time when the member is on leave status for twelve (12) consecutive months. Such members shall have their educational payment suspended until they return to work, at which time they will receive the education pay on a pro-rata basis. If a member does not return to work for any reason, the member shall not receive any education pay accrued during the member's absence from work.

ARTICLE 29

FITNESS FOR DUTY

Section 29.1. Fitness for Duty. The City may, at its discretion, require employees to submit to a physical or psychiatric/psychological examination in order to determine whether or not an employee remains capable of performing the essential functions of the position. All such examinations shall be conducted by licensed practitioners appointed and paid for by the City.

Section 29.2. Medical Evidence. The City may, at its discretion, require employees to provide specific medical data from the employee's doctor, the City's doctor, and/or a personal affidavit stating the cause of the absence, for any illness or injury which resulted in lost work time.

ARTICLE 30

MISCELLANEOUS

Section 30.1. Training. All officers are required to meet all mandatory certification requirements of the State of Ohio. Officers failing to maintain their certification or failing to pass any mandatory standard that compromises the certification shall not be allowed to work. The initial cost for any such mandatory requirements shall rest with the City. Non-probationary officers who fail to qualify and/or meet any mandatory certification standards shall be allowed an opportunity to retrain at their expense. Said retraining must be completed within a period of six (6) months.

Section 30.2. Outside Activity. No employee may directly or indirectly maintain or engage in any outside business, financial interest or employment activity which in the opinion of the Chief of Police conflicts with the interest of Department or which interferes with the employees' ability to discharge their duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge.

Section 30.3. Copies of Agreement. The Labor Council will provide each covered employee, at no cost to the employee, a copy of this Agreement within thirty (30) days from the date this Agreement is ratified by both parties.

ARTICLE 31

DURATION OF AGREEMENT

Section 31.1. Duration. The provisions of this Agreement shall be effective as of January 1, 2026 and shall continue and remain in full force and effect to and including December 31, 2028, and thereafter for successive periods of one (1) year, unless either party shall at least sixty (60) days prior to December 31, 2028 (or sixty (60) days prior to any one (1) year extension) serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. Such notice shall be sent by a method approved by the State Employment Relations Board.

SIGNATURE PAGE

In Witness Whereof the parties have hereunto signed by their authorized representatives this _____ day of _____, 2026.

FOR THE CITY OF HUBER HEIGHTS:

FOR THE FOP/OLC:

John Russell, City Manager

Richard Paquette, FOP/OLC

Mark Lightner, Chief of Police

Mike Reckner, Bargaining Committee

Kathryn Knisley, HR Director

Adam Vandegrift, Bargaining Committee

James Champ, Bargaining Committee

Andy Blankenship, Bargaining Committee

Brett Thornton, Bargaining Committee

Chris Elliot, Bargaining Committee

Approved as to Form:

Christopher R. Conard, Law Director
Coolidge Wall Co., L.P.A.

Approved and ratified by the Council of the City of Huber Heights, Ohio on this _____ day of _____, 2026.

Resolution Number: _____

APPENDIX A DUES CARD

"Protector of the Protectors"

**YOUR MEMBERSHIP IN THE
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL**

WHAT YOU NEED TO KNOW

There is a big difference between being a "Member in good standing" and being a "Non-Member". You need to know:



OHIO LABOR COUNCIL

	Member in Good Standing	Non-Member
I am entitled to Criminal Legal Defense related to my job duties	✓	✗
Civil Protection—Enforcing the Employer to Cover Actions	✓	✗
I can vote on my contract	✓	✗
I can serve on my bargaining committee	✓	✗
I can serve as a delegate to the annual conference	✓	✗
I can hold a seat on the FOP/OLC Executive Committee	✓	✗
I can vote on an MOU	✓	✗
\$3,500.00 AD&D Insurance Plan	✓	✗

As you can see, the benefit of **Full Membership, paying regular membership dues**, far outweigh what Non-Members are entitled to. If you are not yet a full member, please follow this link to the [Authorization for Dues Deduction Form](#) or scan the QR Code below to fill out the Authorization for Dues Deduction form. We will notify the staff member assigned to your bargaining unit that you have filled out the form.

FOP Ohio Labor Council

222 East Town St

Phone: 614-224-5700

TF: 800-367-6524

Fax: 614-224-5775

www.FOPOLC.org

www.Facebook.com/fopoc



By filling out the Authorization for Dues Deduction form, you are agreeing to paying monthly dues to the Union, in exchange for all benefits and protections of the Union.

APPENDIX B
UNIFORMS, ACCESSORIES & EQUIPMENT ITEMS

1. The following items of uniform clothing will be furnished by the Department, Any replacements due to loss or negligent damage shall be the responsibility of the employee:

Qty.	Description/ Item	Qty.	Description/ Item
1	Hat	1	Rain Coat
1	Jacket	6	Shirts, long sleeve
1		6	Shirts, short sleeve
2		6	Trousers
*	Footwear		

*Uniform footwear in accordance with the uniform article in this Agreement.

2. The following items of uniform accessories will be furnished by the Department:

Qty.	Description/ Item	Qty.	Description/ Item
2	Badge, breast,	1	Double handcuff case
1	Badge, cap		
2	Bar, name	1	Pouch, ammunition
1	Bar, tie	1	Holster
1	Belt, gun		

3. The following items of equipment will be furnished by the Department:

Qty.	Description/ Item	Qty.	Description/ Item
1	Locker, personal	1	Hand gun
	Keys, department		Patches (shirts & jackets)
2	Handcuff sets & keys	1	Ballistic Vest
1	A.S.P.		

AI-11499

New Business E.

City Council Meeting

City Manager

Meeting Date: 04/27/2026

Issuance Of Bonds - Creekside Woods Incentive Districts - General Bond Ordinance

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 04/21/2026

Audio-Visual Needs: None
Legal Review: Completed

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

Agenda Item Description or Legislation Title

An Ordinance Authorizing The Issuance Of Tax Increment Financing Revenue Bonds From Time To Time For The Purpose Of Paying The Costs Of Certain Public Improvements Or Refunding Debt Issued By The City For That Purpose And Authorizing The Execution And Delivery Of A Master Trust Agreement Providing For The Rights Of The Holders Of The Bonds And Pledging Certain Revenues And Funds To Secure Those Bonds, And Declaring An Emergency.
(first reading)

Purpose and Background

The General Bond Ordinance authorizes the execution and delivery of the Master Trust Agreement and sets up the framework for issuances of series of tax increment financing revenue bonds for the various public improvement projects within the Creekside Woods Incentive Districts. It also specifies that the bonds are special obligations of the City and payable solely from the Pledged Revenues (primarily being TIF revenues and Minimum Service Payments) as set forth in the Master Trust Agreement.

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:

These bonds are secured by the developer and repaid through pledged revenues of the Minimum Service Payments. These bonds are not an obligation of the City.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2026-O-

AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS FROM TIME TO TIME FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS OR REFUNDING DEBT ISSUED BY THE CITY FOR THAT PURPOSE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE BONDS AND PLEDGING CERTAIN REVENUES AND FUNDS TO SECURE THOSE BONDS, AND DECLARING AN EMERGENCY.

WHEREAS, GreyFoxCreekside LLC, an Ohio limited liability company (the “*Developer*”), has indicated that it desires to construct, or cause to be constructed, a development consisting of 159 townhome residences (the “*Development Project*”) on certain parcels within the City located as more specifically identified in Exhibit A to the Development Agreement (as hereinafter defined) (the “*Parcels*”); and

WHEREAS, this City Council, pursuant to Resolution No. 2025-R-7533, approved the execution and delivery of a Development Agreement (the “*Development Agreement*”) by and between the City and the Developer relating to the Development Project; and

WHEREAS, this City Council, pursuant to Ordinance No. 2026-O-2741 (the “*TIF Ordinance*”), through the creation of two incentive districts, declared that 100% of the increase in true value of the Parcels, as more specifically identified in the TIF Ordinance (the “*TIF Property*”), is a public purpose and declared to be exempt from taxation for a period of thirty (30) years (the “*TIF Exemption*”) and required the owners of such property to make service payments in lieu of taxes (the “*Statutory Service Payments*”); and

WHEREAS, the Developer has determined that certain public improvements will need to be constructed to support the Development Project; and

WHEREAS, pursuant to the Development Agreement, the City has agreed to provide for certain real property tax incentives and issue one or more series of revenue bonds for the purpose of paying the costs of certain public improvements which will directly benefit the Development Project, and will construct, or cause to be constructed, those public improvements; and

WHEREAS, the TIF Ordinance provided that the owners of the Developer Property will make Statutory Service Payments with respect to the Developer Property; and

WHEREAS, pursuant to the Development Agreement, the Developer has agreed to file a Declaration of Covenants and Imposition of Continuing Priority Lien on the Property (the “*Declaration*”) in the real property records for the TIF Property; and

WHEREAS, pursuant to Resolution No. 93-R-1347 adopted on November 8, 1993, which was subsequently amended by the adoption of Resolution No. 2021-R-7035 on September 13, 2021 (collectively, the “*CRA Resolution*”), the City created Community Reinvestment Area #6, which currently includes the Developer Property; and

WHEREAS, pursuant to the Development Agreement and the CRA Resolution, the City will provide a real property tax exemption of 100% for 15 years on the Developer Property; and

WHEREAS, pursuant to the Development Agreement and the Declaration, the Developer, on behalf of itself for so long as it owns the TIF Property and on behalf of future owners of the TIF Property, will also make Minimum Service Payments (as defined in the Development Agreement) with respect to the TIF Property; and

WHEREAS, the City has determined that a portion of the Statutory Service Payments will be used to fully reimburse the Huber Heights City School District and the Miami Valley Career Technology Center for the portion of the exempted real property taxes that each of those school districts would have received but for the TIF Exemptions and acknowledges that an additional portion of the Statutory Service Payments will be paid to certain other taxing authorities pursuant to the TIF Statute (as defined in the TIF Ordinance) and the TIF Ordinance; and

WHEREAS, the City has determined that it will also use the Pledged Net Statutory Service Payments (as defined in the Development Agreement) and the Minimum Service Payments to pay the certain administrative costs and to secure the Bond Service Charges on the Bonds to be issued by the City to finance the costs of the public improvements; and

WHEREAS, pursuant to the Ohio Constitution, the Ohio Revised Code and the Charter of the City, the City is authorized to: (a) issue its revenue bonds (the “*Bonds*”) for the purpose of paying the costs of the certain Public Improvements (as defined in the Master Trust Agreement) in each of the two incentive districts, (b) enter into a master trust agreement and supplemental trust agreements to secure the Bonds, (c) to fund a bond reserve fund (if required by the applicable proceedings), and (d) provide for the pledge or assignment of revenues sufficient to pay the principal of and interest and any redemption premium on the Bonds;

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

Section 1. Determinations, Findings and Covenants by the City.

(a) This Council finds and determines that it is necessary and in the best interest of the City to issue Bonds from time to time to provide moneys (i) for the purpose of paying the costs of the Public Improvements in each of the incentive districts, (ii) to pay capitalized interest (if any), (iii) to fund a bond reserve fund (if required by the applicable proceedings), and (iv) to pay the financing costs of the Bonds.

(b) This Council hereby finds and determines that, pursuant to the Constitution and laws of the State, the City as necessary shall have the right to issue Bonds pursuant to the terms and conditions of the Master Trust Agreement (the “*Master Trust Agreement*”) dated as of the date of delivery of the initial series of Bonds and by and between the City and the Trustee (as defined

in Section 2), which provides that each series of Bonds shall be authorized by an applicable Series Bond Ordinance of this Council and any related Supplemental Trust Agreement.

(c) This Council hereby covenants that the City will observe and perform all of its agreements and obligations provided for by the Bonds, the Master Trust Agreement and this Ordinance.

(d) Except when the context indicates otherwise or unless otherwise defined herein, the terms used but not defined herein shall have the meaning ascribed to them in the Master Trust Agreement.

Section 2. Trustee; Security for the Bonds. The Director of Finance is hereby authorized to designate in the certificate awarding the initial series of Bonds a bank or trust company authorized to do business in the State of Ohio to act as the initial trustee (the “*Trustee*”) under the Master Trust Agreement.

The Bonds shall be special obligations of the City and, except as otherwise provided in the Master Trust Agreement, the Bond Service Charges shall be payable equally and ratably solely from the Pledged Revenues. The payment of Bond Service Charges shall be secured by the Master Trust Agreement (as such Master Trust Agreement may be amended and supplemented from time to time in accordance with its terms) by a pledge of the Pledged Revenues and an assignment of the Pledged Revenues to the Trustee, as provided in the Act, this Ordinance and the Master Trust Agreement. However, any pledge or assignment of, lien on or security interest in any fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee shall be valid and enforceable only to the extent permitted by law.

The City covenants that it will promptly pay from such sources the Bond Service Charges on every Bond issued under the Master Trust Agreement at the places, on the dates and in the manner provided in the applicable Series Bond Ordinance authorizing each series of Bonds, the applicable Supplemental Trust Agreement relating to each series of Bonds, the Master Trust Agreement and the Bonds, according to the true intent and meaning thereof.

Nothing in this Ordinance, the Bonds or the Master Trust Agreement shall constitute a general obligation debt or tax-supported bonded indebtedness of the City; the general resources of the City shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the City are or shall be pledged, for the performance of any duty under this Ordinance, the Master Trust Agreement or the Bonds. Nothing in this Ordinance gives the holders of Bonds, and they do not have, the right to have excises or taxes levied by the City for the payment of Bond Service Charges, but the Bonds are payable solely from the Pledged Revenues, as provided in this Ordinance and the Master Trust Agreement, and each Bond shall contain a statement to that effect; provided, however, that nothing shall be deemed to prohibit the City, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Master Trust Agreement, this Ordinance or the Bonds.

Nothing in this Ordinance, the Bonds or the Master Trust Agreement shall prevent payment of Bond Service Charges on Additional Bonds from being otherwise secured and protected from sources or by funds and instruments not applicable to the initial series of Bonds and any one or more other series of Additional Bonds, or not being secured or protected from sources or by funds or instruments applicable to the initial series of Bonds or one or more other series of Additional Bonds. Without limiting the generality of the foregoing, nothing in the Master Trust Agreement shall prevent the City from providing a Credit Support Instrument pledged or relating to the payment of Bond Service Charges on any one or more Bonds, or series of Bonds, or two or more series of Bonds, or part of a series of Bonds, and not on other Bonds or series of Bonds.

Section 3. Master Trust Agreement. In the name and on behalf of the City, and in connection with the issuance and delivery of the initial series of Bonds, the Master Trust Agreement shall be signed by the City Manager and Director of Finance in substantially the form now on file with the Clerk of Council. The Master Trust Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by those officers on behalf of the City, all of which shall be conclusively evidenced by the signing of the Master Trust Agreement or any amendments thereto.

Section 4. Creation of Funds. The Project Fund, the Revenue Fund, the Bond Service Fund, the Bond Reserve Fund and the Rebate Fund, each as defined and described in the Master Trust Agreement, are each created herein and in the Master Trust Agreement. Moneys in those Funds shall be applied as provided in the Master Trust Agreement. The Director of Finance is hereby authorized to maintain, or permit the maintenance of, such separate accounts in any of those Funds, and such separate subaccounts in any account, as is determined to be in the best interest of the City.

Section 5. Further Authorization. The City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each hereby authorized to execute any agreements, certifications, financing statements, documents or other instruments, and to take such other actions which are necessary or appropriate in the judgment of such officers to consummate the transactions contemplated herein and the Master Trust Agreement, or to protect the rights and interests of the City, the Trustee or the holders of Bonds.

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

Section 7. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the initial series of Bonds, which is necessary to enable the City to take advantage of favorable interest rates and commence construction of the Public Improvements; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

Passed by Council on the _____ day of _____, 2026;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2026-O-____ passed by the City Council of the City of Huber Heights, on April ____, 2026.

Clerk of Council

AI-11500

New Business F.

City Council Meeting

City Manager

Meeting Date: 04/27/2026

Issuance Of Bonds - Creekside Woods Incentive Districts - Series Bond Ordinance

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?: Council Work Session
Date(s) of Committee Review: 04/21/2026

Audio-Visual Needs: None
Legal Review: Completed

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

Agenda Item Description or Legislation Title

An Ordinance Providing For The Issuance And Sale Of Tax Increment Financing Revenue Bonds, Series 2026, In The Maximum Aggregate Principal Amount Of \$3,000,000, For The Purpose Of Paying The Costs Of The Construction Of Certain Public Improvements, Authorizing Various Related Documents And Instruments, Including A Bond Placement Agreement, A First Supplemental Trust Agreement And A Private Placement Memorandum, And Declaring An Emergency.
(first reading)

Purpose and Background

The Series Bond Ordinance authorizes tax increment financing revenue bonds to be issued in the maximum principal amount of \$3,000,000 (note that a maximum principal authorization preserves the flexibility to actually issue less for a particular purpose), for the purpose of paying the costs of certain public infrastructure relating to the Creekside Woods Incentive District #1 Project. The Series Bond Ordinance also provides that Jim Bell, as Director of Finance, will make certain determinations regarding:

- Interest and principal payment dates;
- Actual principal amount of the Bonds to be sold;
- The City shall take such actions that may be required for the interest on the Bonds to be and remain excluded from gross income for purposes of federal income tax purposes; and
- The Bonds are to be dated as determined by Jim in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the closing date.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

These bonds are not an obligation of the City and are secured by the Developer and repaid through pledged Minimum Service Payments.

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2026-O-

PROVIDING FOR THE ISSUANCE AND SALE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2026, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$3,000,000, FOR THE PURPOSE OF PAYING THE COSTS OF THE CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, AUTHORIZING VARIOUS RELATED DOCUMENTS AND INSTRUMENTS, INCLUDING A BOND PLACEMENT AGREEMENT, A FIRST SUPPLEMENTAL TRUST AGREEMENT AND AN PRIVATE PLACEMENT MEMORANDUM, AND DECLARING AN EMERGENCY.

WHEREAS, GreyFoxCreekside LLC, an Ohio limited liability company (the “*Developer*”), has indicated that it desires to construct, or cause to be constructed, a development consisting of 159 townhome residences (the “*Development Project*”) on certain parcels within the City located as more specifically identified in Exhibit A to the Development Agreement (as hereinafter defined) (the “*Parcels*”); and

WHEREAS, this City Council, pursuant to Resolution No. 2025-R-7533, approved the execution and delivery of a Development Agreement (the “*Development Agreement*”) by and between the City and the Developer relating to the Development Project; and

WHEREAS, this City Council, pursuant to Ordinance No. 2026-O-2741 (the “*TIF Ordinance*”), through the creation of two incentive districts, declared that 100% of the increase in true value of the Parcels, as more specifically identified in the TIF Ordinance (the “*TIF Property*”), is a public purpose and declared to be exempt from taxation for a period of thirty (30) years (the “*TIF Exemption*”) and required the owners of such property to make service payments in lieu of taxes; and

WHEREAS, pursuant to the Development Agreement, the City has agreed to provide for certain real property tax incentives and issue one or more series of revenue bonds for the purpose of paying the costs of certain Public Improvements which will directly benefit the Development Project, and will construct, or cause to be constructed, those Public Improvements; and

WHEREAS, pursuant to the Development Agreement, the City has determined that it will use the Pledged Net Statutory Service Payments and the Minimum Service Payments (as such terms are defined in the Master Trust Agreement) to pay the certain administrative costs and to secure the Bond Service Charges on the Series 2026 Bonds to be issued by the City to finance the costs of the Public Improvements; and

WHEREAS, this Council previously determined, pursuant to Ordinance No. 2026-O-____ passed on April __, 2026 (the “*General Bond Ordinance*”), that it is necessary and in the best interest of the City to issue revenue bonds from time to time to provide moneys (i) for the purpose of paying the costs of the Public Improvements in each of the two incentive districts, (ii)

to fund a bond reserve fund (if required by the applicable proceedings), and (iii) to pay the Financing Costs of the Series 2026 Bonds; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City to issue Tax Increment Financing Revenue Bonds, Series 2026 (Creekside Woods Incentive District #1 Project) (the “*Bonds*”), to provide moneys to (i) pay the costs of Public Improvements in the Creekside Woods Incentive District #1, (ii) to pay capitalized interest (if any), (iii) to fund the Bond Reserve Requirement for the Series 2026 Bonds to the extent it is determined to be financially advantageous to the City and (iv) to pay Financing Costs of the Series 2026 Bonds.

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in the General Bond Ordinance and in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“*Act*” means the laws of the State of Ohio, including the Ohio Constitution and the City Charter.

“*Additional Bonds*” means additional obligations issued pursuant to the Master Trust Agreement subsequent to the issuance of the Series 2026 Bonds on a parity with the Series 2026 Bonds and any Additional Bonds theretofore or thereafter issued with respect to the pledge of the Pledged Revenues and the assignment of and, to the extent permitted by law, a security interest in the Pledged Revenues for the payment of Bond Services Charges (except as otherwise provided in the Master Trust Agreement).

“*Authorized Denominations*” means, with respect to the Series 2026 Bonds, the denomination of \$100,000 and in multiples of \$5,000 in excess thereof.

“*Bond Legislation*” means (a) when used with reference to the Series 2026 Bonds, the General Bond Ordinance, this Ordinance and the Certificate of Award and (b) when used with reference to an issue of Additional Bonds, the General Bond Ordinance, the applicable Series Bond Ordinance and applicable certificate of award.

“*Bond Register*” means the books kept and maintained by the Bond Registrar pursuant to the Trust Agreement for the registration, exchange and transfer of Series 2026 Bonds.

“*Bond Reserve Requirement*” means the balance (if any) required by the Trust Agreement to be maintained in the Bond Reserve Fund for the Series 2026 Bonds.

“*Bond Proceedings*” means (a) when used with reference to the Series 2026 Bonds, collectively, the Bond Legislation, the Trust Agreement (including the First Supplemental Trust Agreement), the Continuing Disclosure Agreement and such other proceedings of the City, including the Series 2026 Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Series 2026 Bonds and (b) when used with reference to an issue of Additional Bonds, collectively, the Bond Legislation, the Trust Agreement (including the applicable supplemental trust agreement), the applicable continuing disclosure agreement and

such other proceedings of the City, including the Additional Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Additional Bonds.

“*Bond Service Charges*” means the principal (as payable at stated maturity, or by acceleration or otherwise), interest and any redemption premium required to be paid by the City on the Series 2026 Bonds and includes any Mandatory Sinking Fund Redemption Requirements. In the case of payment of Bond Service Charges by a person other than the City pursuant to a Credit Support Instrument, “*Bond Service Charges*” means the reimbursement by the City to the provider of that Credit Support Instrument of the amount so paid. In determining Bond Service Charges for a Fiscal Year or any other period, Mandatory Sinking Fund Redemption Requirements for that Fiscal Year or period shall be taken into account, and principal maturities or interest payments for which Mandatory Sinking Fund Redemption Requirements are imposed and complied with in a prior Fiscal Year or period, to that extent, shall be excluded.

“*Bonds*” means the Series 2026 Bonds and any Additional Bonds.

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of beneficial interests in the Series 2026 Bonds and the principal of and interest and any premium on the Series 2026 Bonds may be transferred only through a book entry, and (b) physical Series 2026 Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Series 2026 Bonds and that principal and interest.

“*Bond Reserve Fund*” means the Bond Reserve Fund created in the Master Trust Agreement.

“*Bond Service Fund*” means the Bond Service Fund created in the Master Trust Agreement.

“*Certificate of Award*” means the certificate authorized by Section 7, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Series 2026 Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“*City*” means the City of Huber Heights, Ohio.

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

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

“*Clerk of Council*” means the Clerk of Council of the City or any person serving in an interim or acting capacity with respect to that office.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Series 2026 Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Continuing Disclosure Agreement*” means the continuing disclosure agreement or certificate which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders of the Series 2026 Bonds, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and Director of Finance, all in accordance with Section 10.

“*Council*” means the City Council of the City.

“*Credit Support Instrument*” means an insurance policy, including a policy of bond insurance, letter of credit or other credit enhancement, support or liquidity device provided pursuant to an agreement to which the City is a party and which is used to enhance the security or liquidity of the Series 2026 Bonds or part of the Series 2026 Bonds.

“*Director of Finance*” means the Director of Finance of the City or any person serving in an interim or acting capacity with respect to that office.

“*Financing Costs*” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“*First Supplemental Trust Agreement*” means the First Supplemental Trust Agreement by and between the City and the Trustee, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Director of Finance, all in accordance with Section 5.

“*General Bond Ordinance*” means Ordinance No. 2026-O-____ passed by the Council on April __, 2026.

“*Interest Payment Dates*” means, unless otherwise specified in the Certificate of Award, June 1 and December 1 of each year that the Series 2026 Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 4(b).

“*Mandatory Sinking Fund Redemption Requirements*” shall have the meaning set forth in Section 4(e)(i).

“Master Trust Agreement” means the Master Trust Agreement by and between the City and the Trustee, as it may be modified from the form on file with the Clerk of Council and heretofore authorized by the General Bond Ordinance.

“Minimum Service Payments” has the meaning assigned to it in the Development Agreement.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

“Placement Agent” means Key Banc Capital Markets Inc.

“Placement Agreement” means the Bond Placement Agreement, shall be between the City, the Placement Agent and the Developer, as it may be modified from the form on file with the Director of Finance and executed by the City Manager and the Director of Finance, all in accordance with Section 7.

“Pledged Net Statutory Service Payments” has the meaning assigned to it in the Master Trust Agreement.

“Pledged Revenues” means (a) the Pledged Net Statutory Service Payments, (b) the Minimum Service Payments, (c) any moneys and investments in the special funds held by the Trustee pursuant to the Trust Agreement, (d) any other moneys intended to be used for Bond Service Charges, and (e) all income and profit from the investment of the foregoing moneys. Pledged Revenues do not include proceeds of the Series 2026 Bonds or any additional bonds issued pursuant to the Trust Agreement.

“Principal Payment Dates” means, unless otherwise specified in the Certificate of Award, December 1 in each of the years as determined by the Director of Finance in the Certificate of Award, but in no case shall any Series 2026 Bond mature later than December 1, 2046.

“Project Fund” means the Project Fund created in the Master Trust Agreement.

“Public Improvements” means the acquisition, construction, renovation, improvement and installation of water and sewer mains and lines, stormwater sewers, public roads and streets and related curbs and gutters, grading, landscaping and otherwise improving the sites thereof, including design and engineering and all necessary appurtenances thereto.

“Regulations” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“*Securities Depository*” or “*Depository*” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Series 2026 Bonds or the principal of and interest and any premium on the Series 2026 Bonds, and to effect transfers of the Series 2026 Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Serial Bonds*” means those Series 2026 Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to Mandatory Sinking Fund Redemption Requirements.

“*Series 2026 Bonds*” means the Tax Increment Financing Revenue Bonds, Series 2026 (Creekside Woods Incentive District #1 Project), as authorized in Section 2.

“*State*” means the State of Ohio.

“*Term Bonds*” means those Series 2026 Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to Mandatory Sinking Fund Redemption Requirements.

“*TIF Fund*” means the Creekside Woods Place Municipal Public Improvement Tax Increment Equivalent Fund.

“*Trust Agreement*” means, collectively, the Master Trust Agreement by and between the City and the Trustee, as amended and supplemented from time to time, including as supplemented by the First Supplemental Trust Agreement.

“*Trustee*” means a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award to act as the initial trustee under the Trust Agreement, and any successor trustee pursuant to the Trust Agreement.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Findings. This City Council hereby makes the findings and determinations set forth in the preambles to this Ordinance; finds and determines that the use of the Net Statutory Service Payments and Minimum Service Payments to pay Bond Service Charges is a proper use of such service payments pursuant to the TIF Ordinance; and that the amount necessary to finance the Public Improvements will require the issuance, sale and delivery of the Series 2026 Bonds, which Series 2026 Bonds shall be payable and secured as provided herein.

Section 3. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum aggregate principal amount of \$3,000,000 (the “*Series 2026 Bonds*”) for

the purpose of paying the costs of Public Improvements and Financing Costs, funding capitalized interest, if any, and funding the Bond Reserve Requirement for the Series 2026 Bonds, if any. The Series 2026 Bonds shall be issued pursuant to the Act, the General Bond Ordinance, the Trust Agreement, this Ordinance and the Certificate of Award.

The aggregate principal amount of Series 2026 Bonds to be issued shall not exceed the maximum aggregate principal amount specified in this Section and shall be an amount determined by the Director of Finance in the Certificate of Award to be the aggregate principal amount of Series 2026 Bonds that is required to be issued at this time for the purpose stated in this Section, taking into account the costs of Public Improvements, other City moneys available for the purpose, the cost of funding the Bond Reserve Requirement to the extent it is determined to be financially advantageous to the City, the estimates of the Financing Costs and the interest rates on the Series 2026 Bonds.

The Placement Agreement and the Certificate of Award may authorize the original purchaser to withhold certain proceeds from the purchase price of the Series 2026 Bonds to provide for the payment of Financing Costs related to the Series 2026 Bonds on behalf of the City.

The remaining proceeds from the sale of the Series 2026 Bonds received by the City (after the withholding and/or deposits described in the preceding paragraph) and any other available moneys of the City as determined by the Director of Finance in the Certificate of Award, shall be allocated and deposited as follows and in the following order:

- (a) To the Project Fund, an amount determined by the Director of Finance necessary to pay the costs of the Public Improvements and any Financing Costs,
- (b) To the extent that it is determined by the Director of Finance in the Certificate of Award to be financially advantageous to the City, to the Bond Reserve Fund, any amount necessary to fully fund the Bond Reserve Requirement which is not otherwise funded from other available City moneys, and
- (c) Any remaining moneys to the Bond Service Fund.

The proceeds of the sale of the Series 2026 Bonds are appropriated and shall be used for the purpose for which those Series 2026 Bonds are issued as provided in this Ordinance and the Trust Agreement.

Section 4. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Series 2026 Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Series 2026 Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

- (a) Interest Rates and Payment Dates. The Series 2026 Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the Director of Finance, subject to subsection (c) of this

Section, in the Certificate of Award. Interest on the Series 2026 Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Series 2026 Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Series 2026 Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Series 2026 Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Series 2026 Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Series 2026 Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Series 2026 Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a “*Mandatory Redemption Date*”) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates. The net interest cost for the Series 2026 Bonds determined by taking into account the respective principal amounts of the Series 2026 Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Series 2026 Bonds shall not exceed 7.00%.

(d) Payment of Bond Service Charges. The Bond Service Charges on the Series 2026 Bonds shall be payable in accordance with the provisions of the Trust Agreement.

(e) Redemption Provisions. The Series 2026 Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Series 2026 Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the “*Mandatory Sinking Fund Redemption Requirements*”) and the Trust Agreement.

(ii) Optional Redemption. The Series 2026 Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be

subject to optional redemption in accordance with the provisions of the Trust Agreement, in whole or in part in whole multiples of \$5,000 on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award.

Section 5. Execution and Authentication of Series 2026 Bonds First Supplemental Trust Agreement. The Series 2026 Bonds shall be signed by the City Manager and the Director of Finance, in the name of the City and in their official capacities; *provided* that either or both of those signatures may be a facsimile. The Series 2026 Bonds shall be issued in the Authorized Denominations and numbers as requested by the original purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Series 2026 Bond from any other Series 2026 Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the Act, the General Bond Ordinance, this Ordinance, the Trust Agreement and the Certificate of Award.

In the name and on behalf of the City, the First Supplemental Trust Agreement shall be signed by the City Manager and the Director of Finance in substantially the form now on file with the Clerk of Council. The First Supplemental Trust Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by those officers on behalf of the City, all of which shall be conclusively evidenced by the signing of the First Supplemental Trust Agreement or any amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Trust Agreement, except to the extent paid or reimbursed by the original purchaser in accordance with the Certificate of Award, from the proceeds of the Series 2026 Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Series 2026 Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Series 2026 Bond is signed by the Trustee as authenticating agent. Authentication by the Trustee shall be conclusive evidence that the Series 2026 Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Trustee or by any other person acting as an agent of the Trustee and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Series 2026 Bonds.

Section 6. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Series 2026 Bonds remain outstanding, the City will cause the Trustee to maintain and keep the Bond Register in accordance with the provisions of the Trust Agreement.

(b) Transfer and Exchange. The Series 2026 Bonds shall be exchanged and transferred in accordance with the provisions of the Trust Agreement.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Director of Finance determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Series 2026 Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Series 2026 Bonds may be issued to a Securities Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Series 2026 Bonds may be issued in the form of a single, fully registered Series 2026 Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Securities Depository or its nominee, as registered owner, and immobilized in the custody of the Securities Depository or its designated agent for that purpose, which may be the Trustee; (ii) the beneficial owners of Series 2026 Bonds in book entry form shall have no right to receive Series 2026 Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Securities Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Securities Depository and its Participants; and (iv) the Series 2026 Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository or to another nominee of a Securities Depository, without further action by the City.

If any Securities Depository determines not to continue to act as a Securities Depository for the Series 2026 Bonds for use in a book entry system, the Director of Finance and the Trustee may attempt to establish a securities depository/book entry relationship with another qualified Securities Depository. If the Director of Finance and the Trustee do not or are unable to do so, the Director of Finance and the Trustee, after making provision for notification of the beneficial owners by the then Securities Depository and any other arrangements deemed necessary, shall permit withdrawal of the Series 2026 Bonds from the Securities Depository, and shall cause Series 2026 Bond certificates in registered form and Authorized Denominations to be authenticated by the Trustee and delivered to the assigns of the Securities Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance and the Trustee are hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Director of Finance determines to be necessary in connection with a book entry system for the Series 2026 Bonds.

Section 7. Sale of the Series 2026 Bonds. The Director of Finance is authorized to sell the Series 2026 Bonds at private sale to the original purchaser, at a purchase price of not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Series 2026 Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of

Award, in accordance with law, and the provisions of this Ordinance and the Placement Agreement.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Series 2026 Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Series 2026 Bonds, to the original purchaser upon payment of the purchase price.

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Placement Agreement, in substantially the form as is now on file with the Clerk of Council, providing for placement of the Series 2026 Bonds by the Placement Agent. The Placement Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Placement Agreement or amendments thereto.

The City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each hereby authorized to execute any agreements, certifications, financing statements, documents or other instruments, and to take such other actions which are necessary or appropriate in the judgment of such officers to consummate the transactions contemplated herein, or to protect the rights and interests of the City, the Trustee or the holders of Series 2026 Bonds.

Section 8. Security. The Series 2026 Bonds and any Additional Bonds that may be issued under the Trust Agreement hereafter on a parity with the Series 2026 Bonds shall be special obligations of the City. To the extent provided in and except as otherwise permitted by the Bond Proceedings, the Bond Service Charges shall be payable equally and ratably solely from the Pledged Revenues, and the payment of Bond Service Charges on the Series 2026 Bonds shall be secured (a) by the Master Trust Agreement and (b) by a pledge of and lien on the Pledged Revenues and an assignment of the Pledged Revenues to the Trustee. However, any pledge or assignment of or lien on any fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee shall be valid and enforceable only to the extent permitted by law. All proceedings for the collection of the Pledged Revenues are hereby ratified and confirmed.

If the Director of Finance determines in the Certificate of Award that it would be in the best interest of and financially advantageous to the City, moneys shall be deposited into and maintained in the Bond Reserve Fund for the benefit of the holders of the Series 2026 Bonds.

Nothing in the Series 2026 Bond Proceedings shall constitute a general obligation debt or tax-supported bonded indebtedness of the City; the general resources of the City shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the City are or shall be pledged, for the performance of any duty under the Series 2026 Bond Proceedings. Nothing in the Series 2026 Bond Proceedings gives the holders of the Series 2026 Bonds, and they do not have, the right to have excises or taxes levied by the City for the payment

of Bond Service Charges, but the Series 2026 Bonds are payable solely from the Pledged Revenues, as provided in the Series 2026 Bond Proceedings, and each Series 2026 Bond shall contain a statement to that effect; *provided, however*, that nothing shall be deemed to prohibit the City, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Series 2026 Bond Proceedings.

Section 9. Covenants of the City. The City, by issuance of the Series 2026 Bonds, covenants and agrees with their registered owners to promptly pay Bond Service Charges on every Bond issued under the Trust Agreement from the sources, at the places, on the dates and in the manner provided in the applicable Bond Proceedings and Bonds, according to their true intent and meaning and to perform its applicable covenants and agreements set forth in this Ordinance, the General Bond Ordinance, the Trust Agreement and in other applicable Bond Proceedings. The City specifically covenants and agrees that it will:

(a) it will use proceeds of the Series 2026 Bonds to pay costs of the Public Improvements and Financing Costs;

(b) it shall promptly pay from Pledged Revenues the Bond Service Charges on every Bond issued at the places, on the dates and in the manner provided in the Bond Proceedings according to the true intent and meaning thereof;

(c) it shall diligently pursue the collection of the service payments in lieu of taxes required pursuant to the TIF Ordinance and the Minimum Service Payments, including taking all lawful actions necessary to claim and maintain the exemption from real property taxation granted by the TIF Ordinance and taking all lawful actions as are necessary and advisable to collect delinquent service payments in lieu of taxes;

(d) it shall not amend the TIF Ordinance nor enact any other legislation that would reduce the amount of Pledged Revenues below the amount necessary to pay Bond Service Charges on the Series 2026 Bonds;

(e) at any and all times, it cause to be done all such further acts and things and cause to be signed and delivered all such further instruments as may be necessary to carry out the purpose of the Series 2026 Bonds and any Bond Proceedings or as may be required by the Act;

(f) the Director of Finance will furnish to the Trustee a true transcript of proceedings of all proceedings had with reference to the issuance of the Series 2026 Bonds together with such information from the City's records as is necessary to determine the regularity and validity of such issuance; and

(g) it will observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under the Bond Proceedings.

(h) Observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under

the Trust Agreement, the Continuing Disclosure Agreement, the Placement Agreement, this Ordinance, the General Bond Ordinance, the Series 2026 Bonds and any other Bond Proceedings for the Series 2026 Bonds, and under all Council proceedings pertaining thereto.

Each of those obligations is binding upon the City, and upon each City officer or employee who from time to time may have the authority under law to take any action on behalf of the City that may be necessary to perform all or any part of that obligation, as a duty of the City and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Series 2026 Bonds in such manner and to such extent as may be necessary so that (a) the Series 2026 Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Series 2026 Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Series 2026 Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2026 Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as fiscal officer of this City, or any other officer of the City having responsibility for issuance of the Series 2026 Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Series 2026 Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Series 2026 Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Series 2026 Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Series 2026 Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Series 2026 Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Series 2026 Bonds, setting forth the reasonable expectations of the City

regarding the amount and use of all the proceeds of the Series 2026 Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Series 2026 Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Series 2026 Bonds is specifically authorized to designate the Series 2026 Bonds as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this section with respect to the Series 2026 Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Series 2026 Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Series 2026 Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Series 2026 Bonds.

Section 11. Private Placement Memorandum, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure – Private Placement Memorandum. The City Manager and the Director of Finance are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of a private placement memorandum relating to the original issuance of the Series 2026 Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the private placement memorandum is to be “deemed final” (except for permitted omissions) by the City as of its date or is a “final official statement” for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those private placement memoranda and any supplements thereto in connection with the original issuance of the Series 2026 Bonds, and (iv) complete and sign, if determined appropriate and necessary, those private placement memoranda and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those private placement memoranda and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Series 2026 Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Series 2026 Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid by the original purchaser in accordance with the Certificate of Award, from the proceeds of the Series 2026 Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby

authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders from time to time of the Series 2026 Bonds, the City agrees to provide or cause to be provided such financial information as set forth in substantially the form as is now on file with the Clerk of Council. The City Manager and the Director of Finance are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The Director of Finance is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information as described above. Prior to making any filing required under the Continuing Disclosure Agreement, the Director of Finance shall consult with and obtain legal advice from, as appropriate, the City Attorney and bond or other qualified independent special counsel selected by the City. The Director of Finance, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Series 2026 Bonds, to the extent not paid by the original purchaser in accordance with the Certificate of Award, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Series 2026 Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 12. Further Authorizations and Implementation of Authorizations. The Mayor, the City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to do all things necessary and appropriate to complete and perform the delivery of the Series 2026 Bonds to the original purchaser and, in accordance with the terms and provisions of the Trust Agreement, the General Bond Ordinance, this Ordinance, the Placement Agreement and the Certificate of Award, to make the necessary arrangements on behalf of the City to establish the date, location, procedure and conditions for the delivery of the Series 2026 Bonds to the original purchaser to the extent not provided for therein, and those officials, or any of them are further directed to take all steps necessary to effect due authentication, delivery and security of the Series 2026 Bonds under the terms of the Trust Agreement, the General Bond Ordinance, this Ordinance, the Placement Agreement and the Certificate of Award, including, without limitation, the execution and delivery of such transcript certificates, financial statements and other documents and instruments as are, in the opinion of bond counsel, necessary or appropriate to consummate the transactions

provided for in the Trust Agreement, the General Bond Ordinance, this Ordinance, the Placement Agreement and the Certificate of Award.

The Director of Finance is authorized to enter into necessary contracts without competitive bidding to provide services with respect to the Series 2026 Bonds by City's bond counsel, the City's municipal advisor, the rating service or services, the Trustee, the Placement Agent, by providers of credit support instruments, for the printing of the preliminary and final private placement memoranda and for the printing of the Series 2026 Bonds, and by other necessary service providers, all as deemed necessary by the Director of Finance to be consistent with the foregoing authorization and in the best interests of the City. The costs of those services shall be paid from moneys (a) withheld by the original purchaser on behalf of the City from the purchase price of the Series 2026 Bonds or (b) deposited in the Project Fund which is appropriated for that purpose. The actions of the Director of Finance or any other officer of the City in doing any and all acts necessary in connection with the issuance and sale of the Series 2026 Bonds are hereby ratified and confirmed.

Section 13. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Series 2026 Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Series 2026 Bonds, if available, and otherwise from available moneys in the TIF Fund.

Section 14. Municipal Advisor. The services of Bradley Payne Advisors, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Series 2026 Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to

pay those fees and any reimbursement are hereby appropriated from the proceeds of the Series 2026 Bonds, if available, and otherwise from available moneys in the TIF Fund.

Section 15. Appropriation of Development Agreement Available Funds. The Net Statutory Service Payments and the Minimum Service Payments released to the City shall be deemed appropriated for the purposes set forth in the Development Agreement and authorized to be expended therefrom in accordance with the Development Agreement, and the Director of Finance is authorized to make payments thereof in accordance with the Development Agreement.

Section 16. Other Determinations. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Series 2026 Bonds in order to make them legal, valid and binding special obligations of the City have been performed and have been met, or will at the time of delivery of the Series 2026 Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series 2026 Bonds.

Section 17. Severability. Each section of this Ordinance and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision of any section thereof to be invalid or void shall not be deemed nor held to affect the validity of any other section or subdivision of this Ordinance.

Section 18. Compliance With Open Meeting Requirements. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 19. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Series 2026 Bonds, which is necessary to enable the City to take advantage of favorable interest rates and commence construction of the Public Improvements; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

Passed by Council on the _____ day of _____, 2026;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 2026-O-____ passed by the City Council of the City of Huber Heights, on April ____, 2026.

Clerk of Council

AI-11502

New Business G.

City Council Meeting

City Manager

Meeting Date: 04/27/2026

K.E. Rose TIF District

Submitted By: Jason Antonick

Department: Assistant City Manager - Finance/ED

Division: Economic Development

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/21/2026

Audio-Visual Needs: Handouts

Legal Review: Completed

Emergency Legislation?: Yes

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

Agenda Item Description or Legislation Title

An Ordinance Declaring The Improvement To Certain Parcels In The City To Be A Public Purpose And Exempt From Taxation; Providing For The Collection And Deposit Of Service Payments And Specifying The Purposes For Which Those Service Payments May Be Expended; Authorizing Compensation Payments, And Declaring An Emergency.
(first reading)

Purpose and Background

This legislation formally creates the K.E. Rose Municipal Public Improvement TIF District. This TIF District contains four parcels (Parcel Numbers: P70 04008 0038, P70 04008 0024, P70 04008 0031, and P70 04008 0023). This configuration will allow the City to utilize additional incentive districts in this redevelopment project to maximize revenue funding as this redevelopment project continues.

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/Exhibit B

Exhibit B - Attachment A

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2026-O-

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AUTHORIZING COMPENSATION PAYMENTS, AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

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

Section 4. Service Payments. As provided in ORC Section 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Montgomery County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “Service Payments”). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “Property Tax Rollback Payments”), will be deposited and distributed in accordance with Section 6.

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

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

- (i) To the Huber Heights City School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance.
- (ii) To the Miami Valley Career Technology Center, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance.
- (iii) To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements and any other lawful purpose.

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

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

Section 8. Open Meetings. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 9. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare and for the further reason that this Ordinance is required to be immediately effective in order to enable the City to timely enter into contracts related to the timely development of and the commencement of construction of Public Infrastructure Improvements within the tax increment financing area; therefore, this Ordinance shall take full force and effect immediately upon its adoption by Council.

Passed by Council on the _____ day of _____, 2026;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The outlined area on the following map specifically identifies and depicts the Parcels and constitutes part of this Exhibit A. The following Parcel number is as of March 9, 2026, and are included for ease of reference only.

P70 04008 0038

P70 04008 0024

P70 04008 0031

P70 04008 0023

[map on following page]



EXHIBIT B
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under Section 5709.40(A)(7) of the Ohio Revised Code and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code):

- **Roadways.** Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including, but not limited to, improvements consisting of: the construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of Chambersburg Road, Old Troy Pike and Fishburg Road.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, including, but not limited, to construction, reconstruction and installation of public utility improvements along one or more new roads through the Parcels, including the construction, reconstruction or installation of public utility improvements, water lines, storm and sanitary sewers along Chambersburg Road, Old Troy Pike and Fishburg Road.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to: those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare, including the construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities along Chambersburg Road, Old Troy Pike and Fishburg Road.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto, including Dial Park, Thomas Cloud Park, Canal Lock Park and any new parks and park or recreational facilities that will directly benefit the Parcels.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research; including, but not limited to, the purchase of parkland.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

Attachment A: Citywide Infrastructure Reliance Study

ATTACHMENT A



CITYWIDE INFRASTRUCTURE RELIANCE STUDY

September 30, 2022

PREPARED FOR:

**City of Huber Heights
Mr. Bryan Chodkowski**

6131 Taylorsville Road
Huber Heights, Ohio 45424

PREPARED BY:

LJB Inc.

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

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

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METHODOLOGY

BACKGROUND

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

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

INFRASTRUCTURE ATTRIBUTE APPROACH

Infrastructure Districts

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

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

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

Roadways

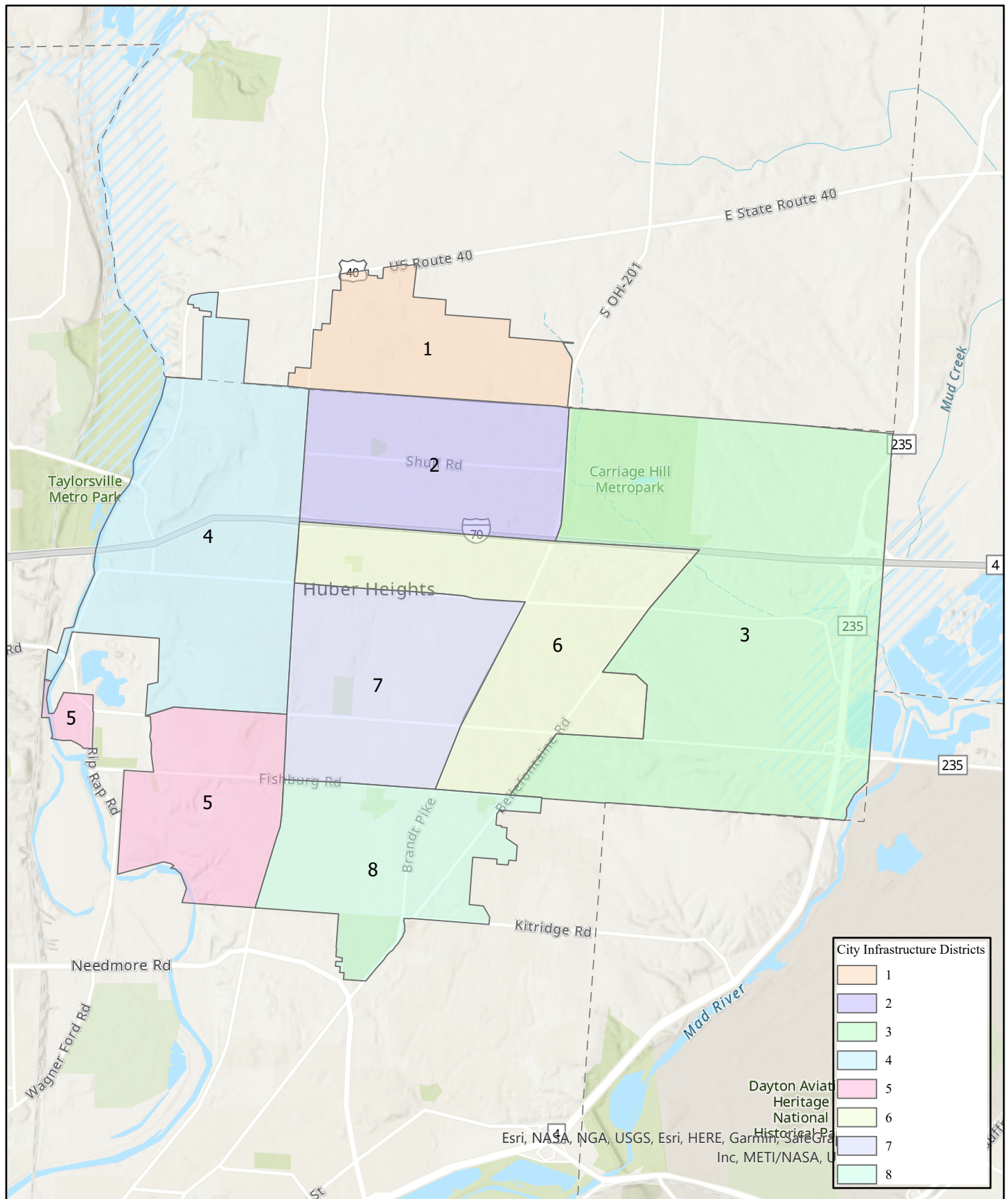
The city's roadway network provides critical access for people and goods to reach homes and businesses throughout the city. These residences and businesses rely on the roadway network to reach points inside and outside the city limits. The primary roadways that carry people and goods to points beyond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

Clarifications

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

Figure 1

Huber Heights Infrastructure Districts



0 0.5 1 2
Miles

1 inch equals 1 miles



Water Infrastructure

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

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

Sanitary Sewer Infrastructure

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

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

Stormwater Infrastructure

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

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

GIS MAP INTERFACE

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

Coding of Infrastructure Assets

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

Query Process

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

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

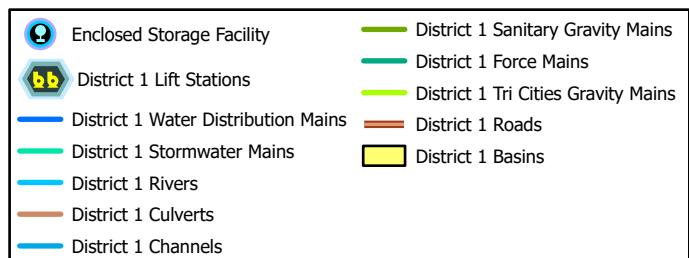
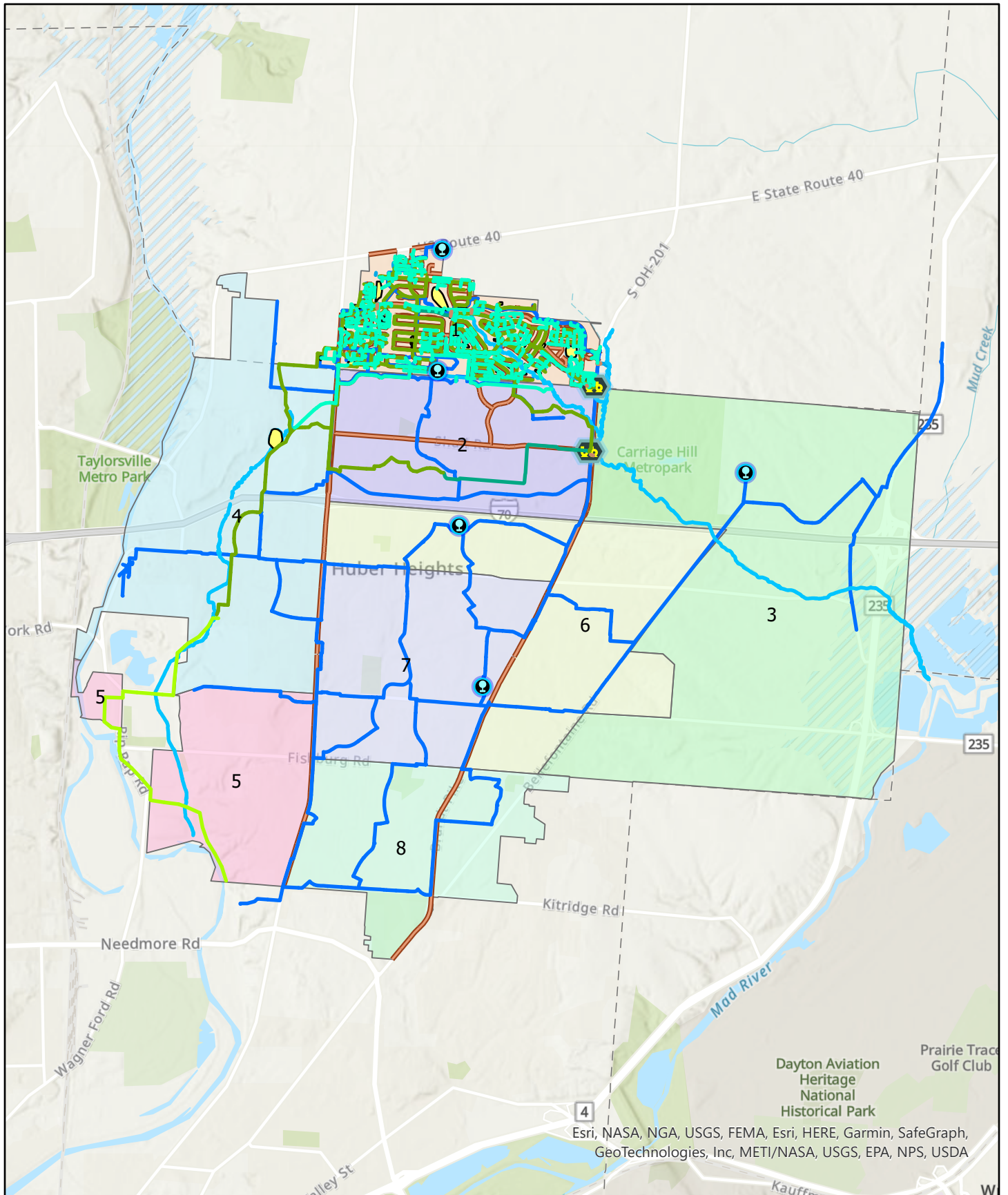
Appendix A

Infrastructure District 1



We think bigger.

Infrastructure District 1 - Overview

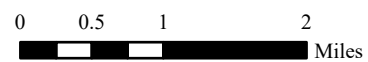
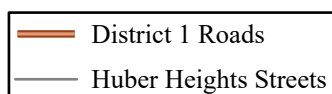
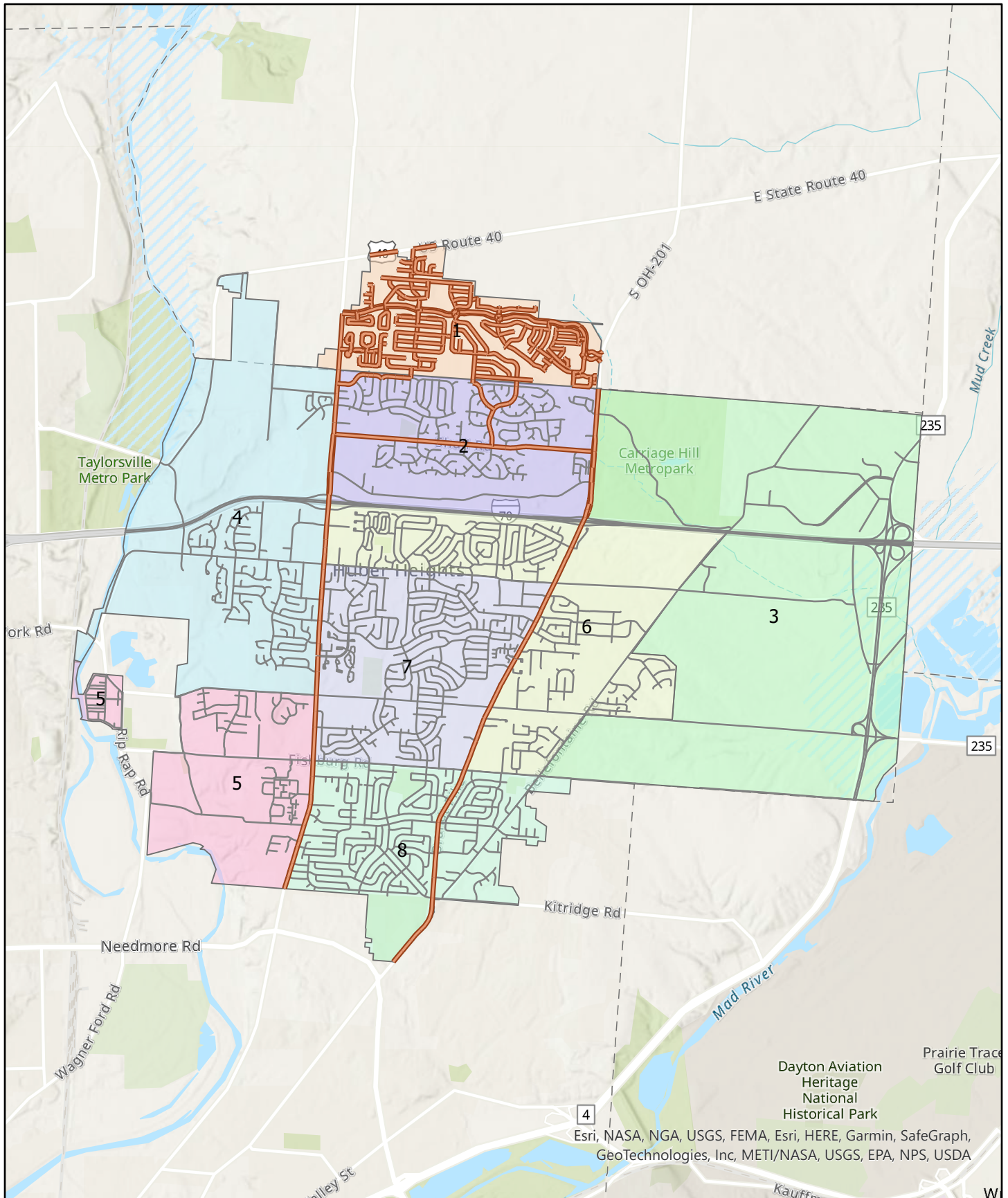


0 0.5 1 2 Miles

1 inch equals 1 miles



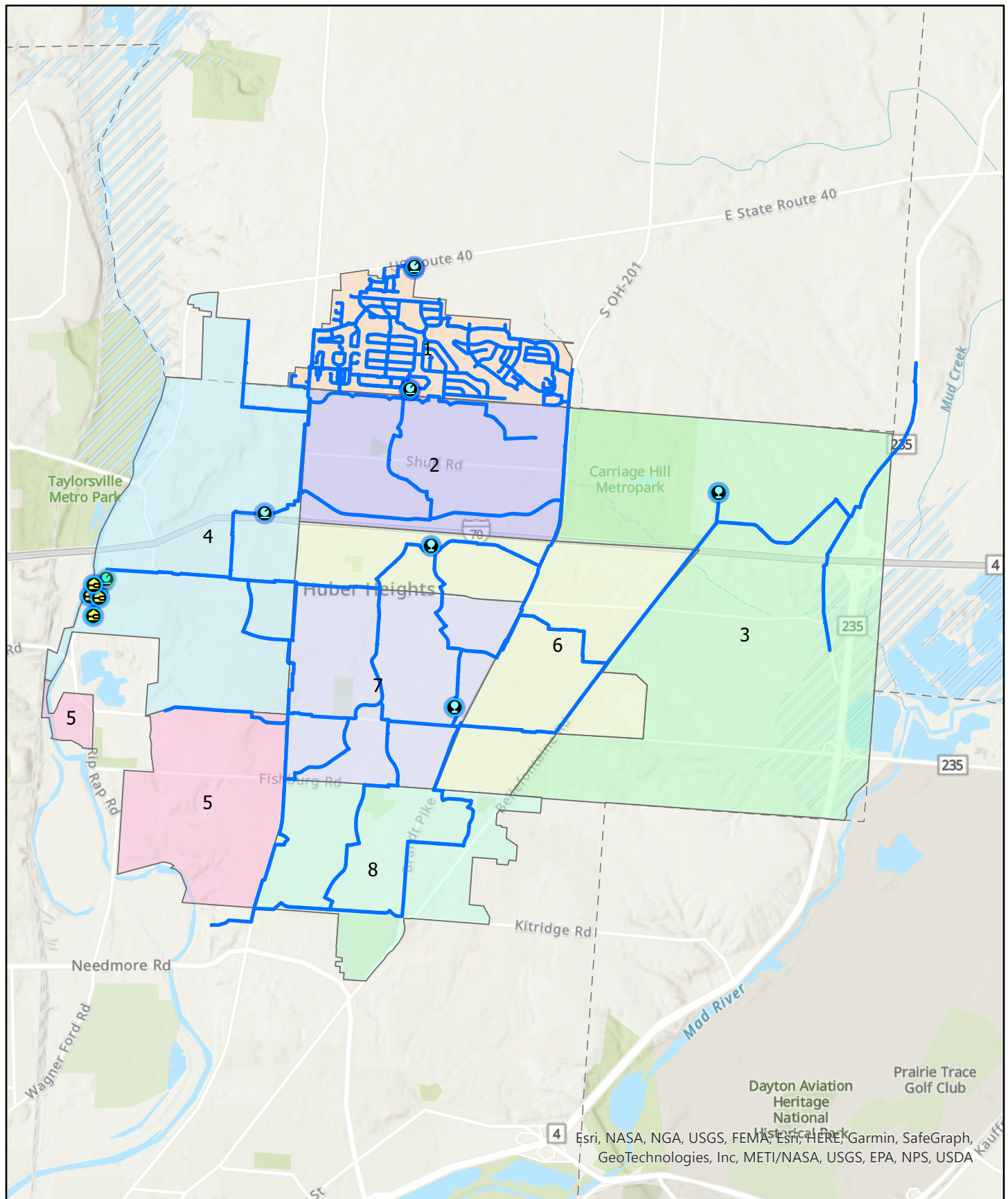
Infrastructure District 1 - Roads



1 inch equals 1 miles



Infrastructure District 1 - Water



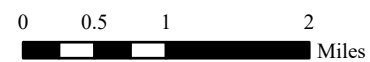
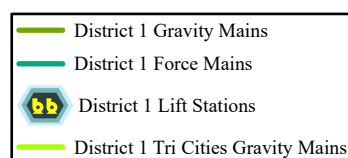
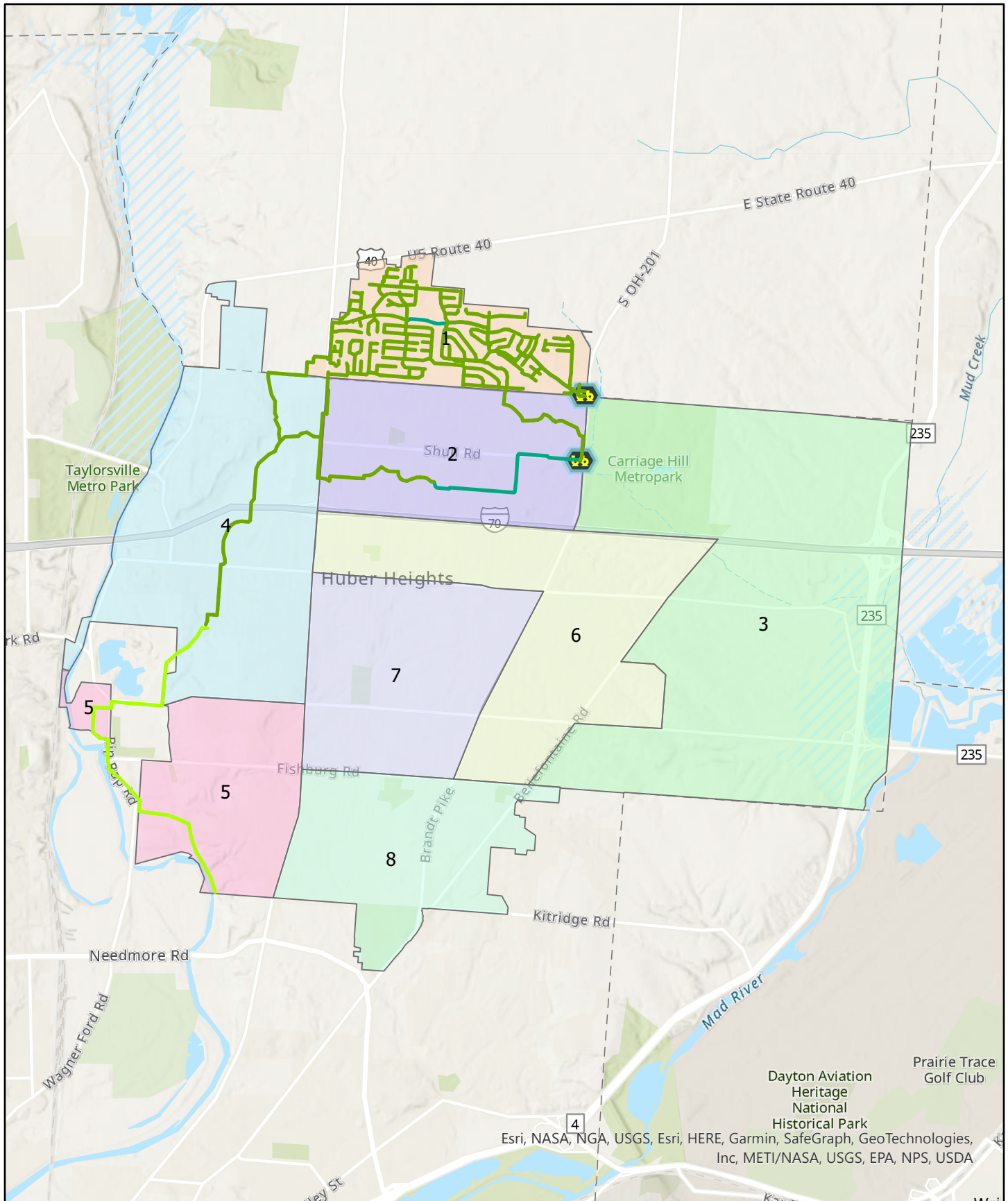
	Enclosed Storage Facility		Pump Station
	Intake		Storage Basin
	Meter Station		Treatment Plant
	Production Well		Water Distribution Mains

0 0.5 1 2 Miles

1 inch equals 1 miles



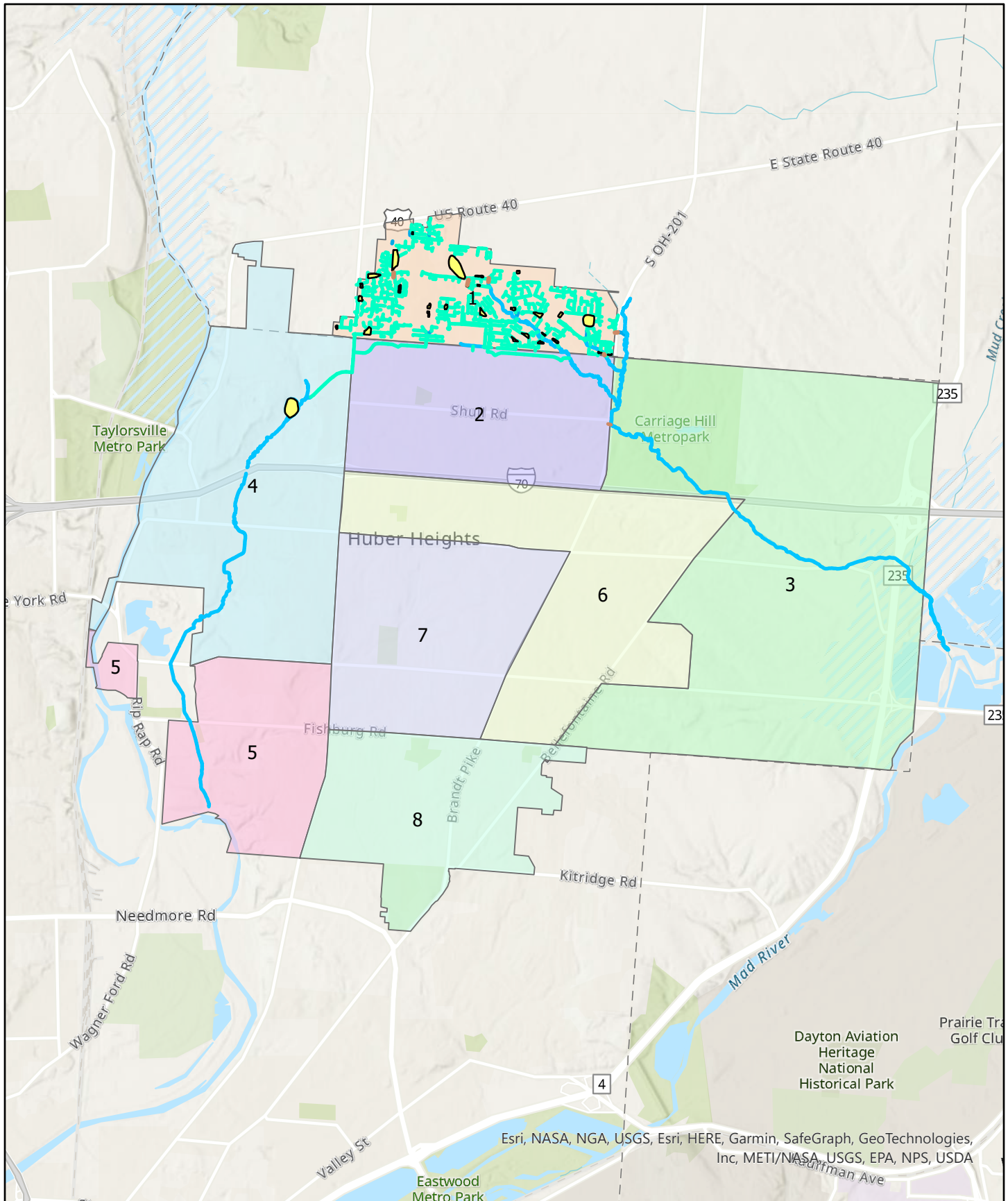
Infrastructure District 1 - Sanitary Sewer



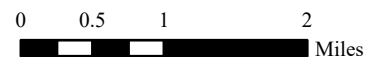
1 inch equals 1 miles



Infrastructure District 1 - Stormwater



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



1 inch equals 1 miles



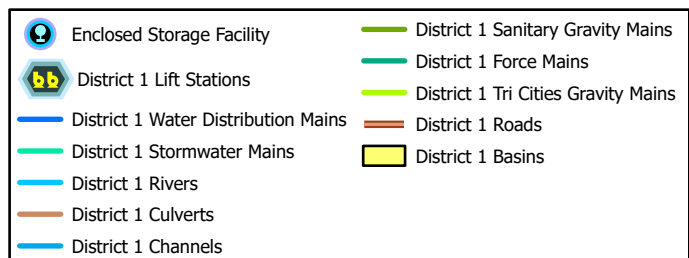
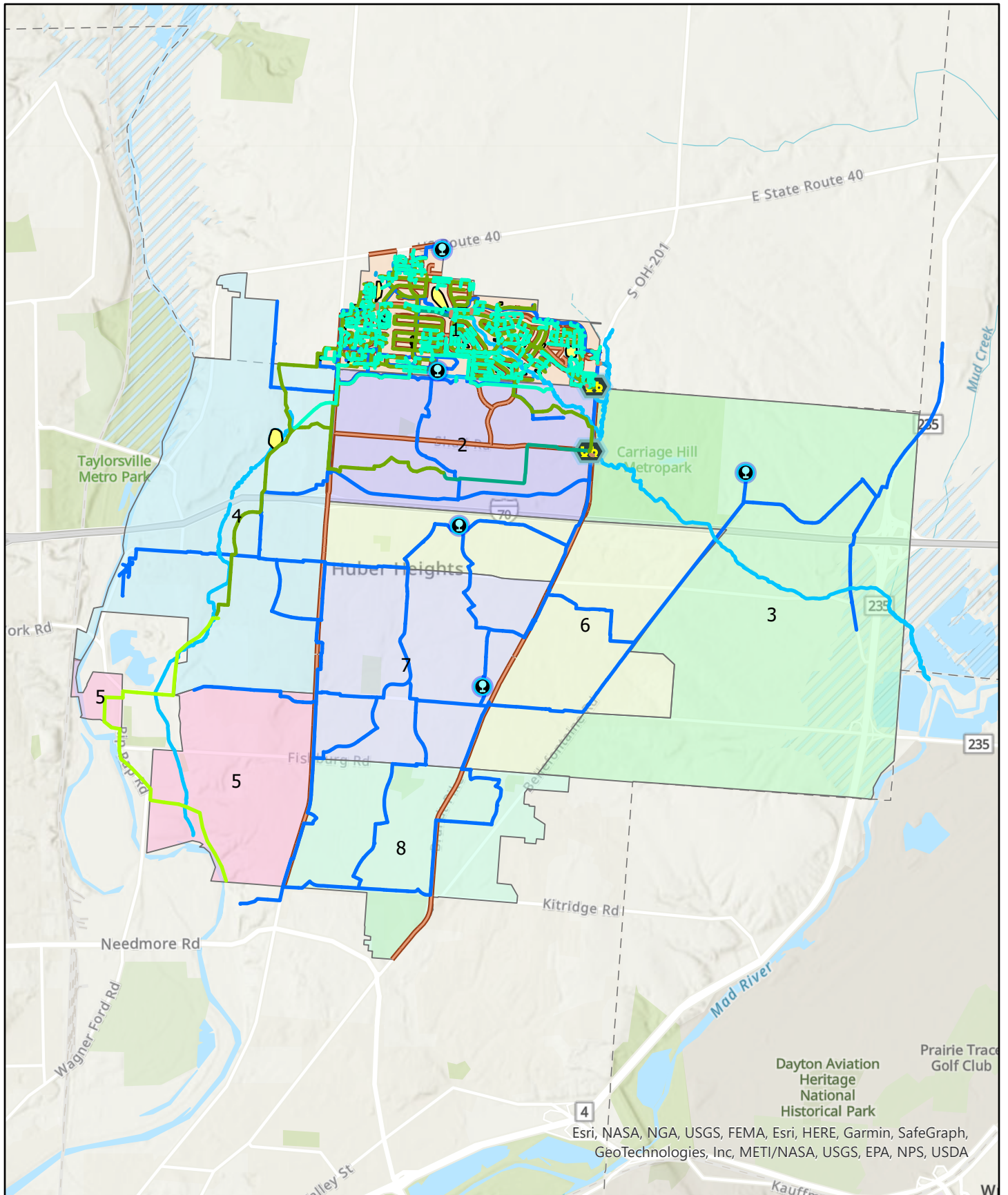
Appendix B

Infrastructure District 2



We think bigger.

Infrastructure District 1 - Overview

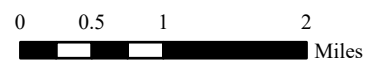
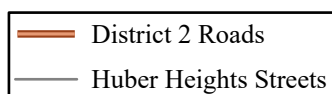
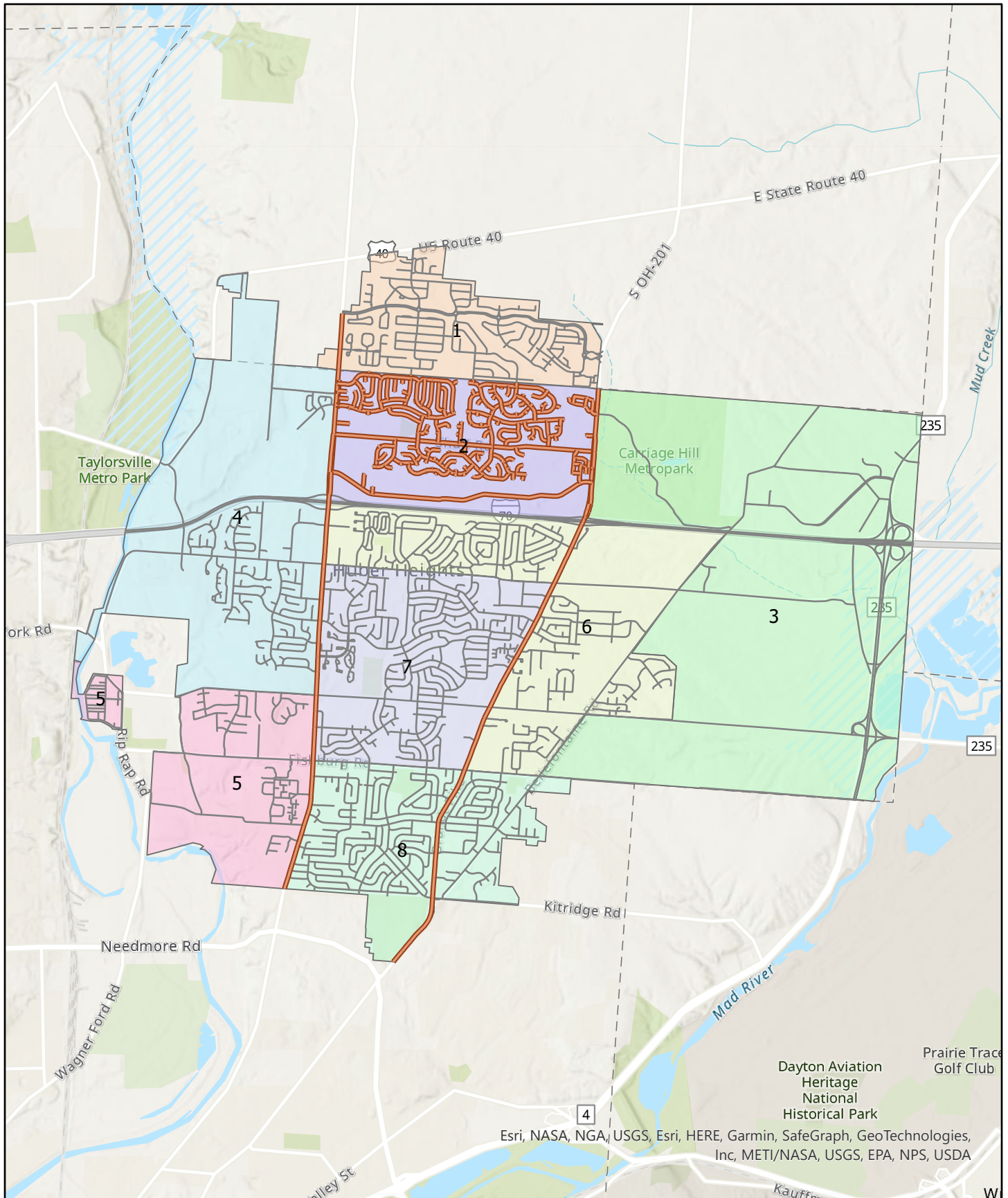


0 0.5 1 2 Miles

1 inch equals 1 miles



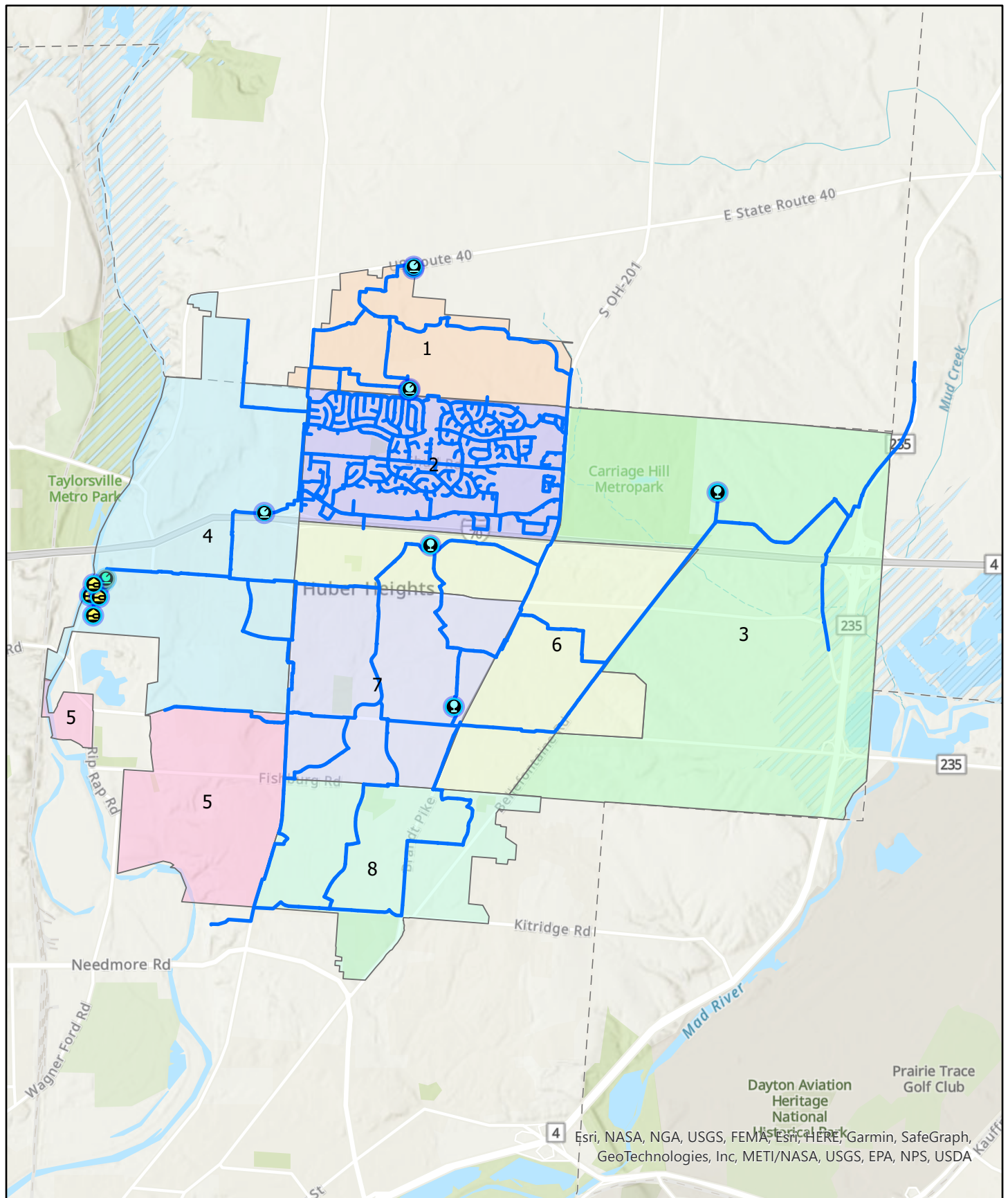
Infrastructure District 2 - Roads



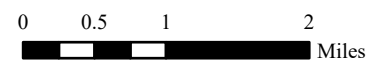
1 inch equals 1 miles



Infrastructure District 2 - Water



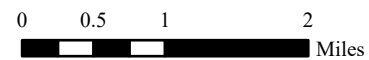
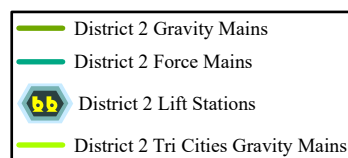
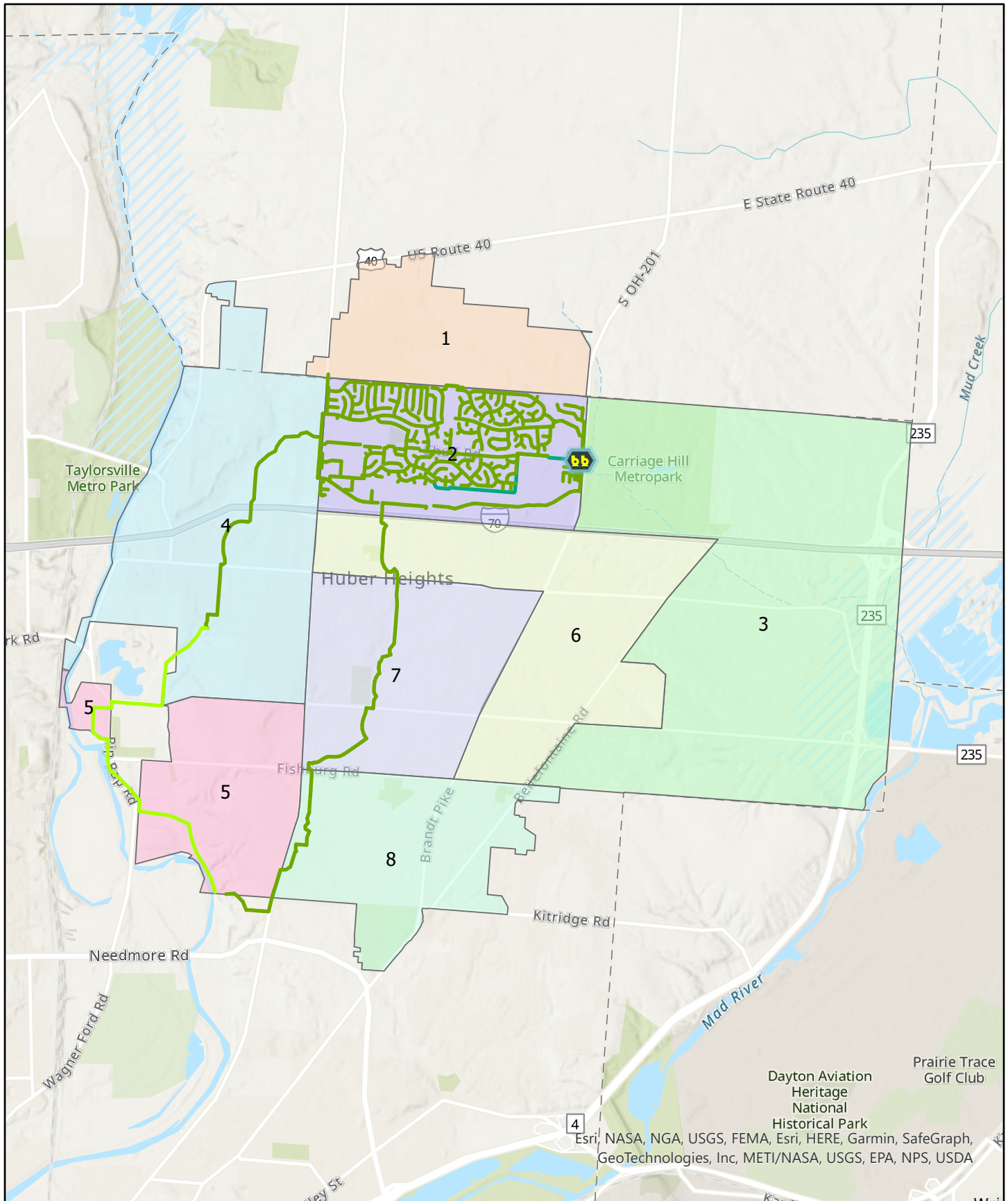
	Enclosed Storage Facility		Pump Station
	Intake		Storage Basin
	Meter Station		Treatment Plant
	Production Well		Water Distribution Mains



1 inch equals 1 miles



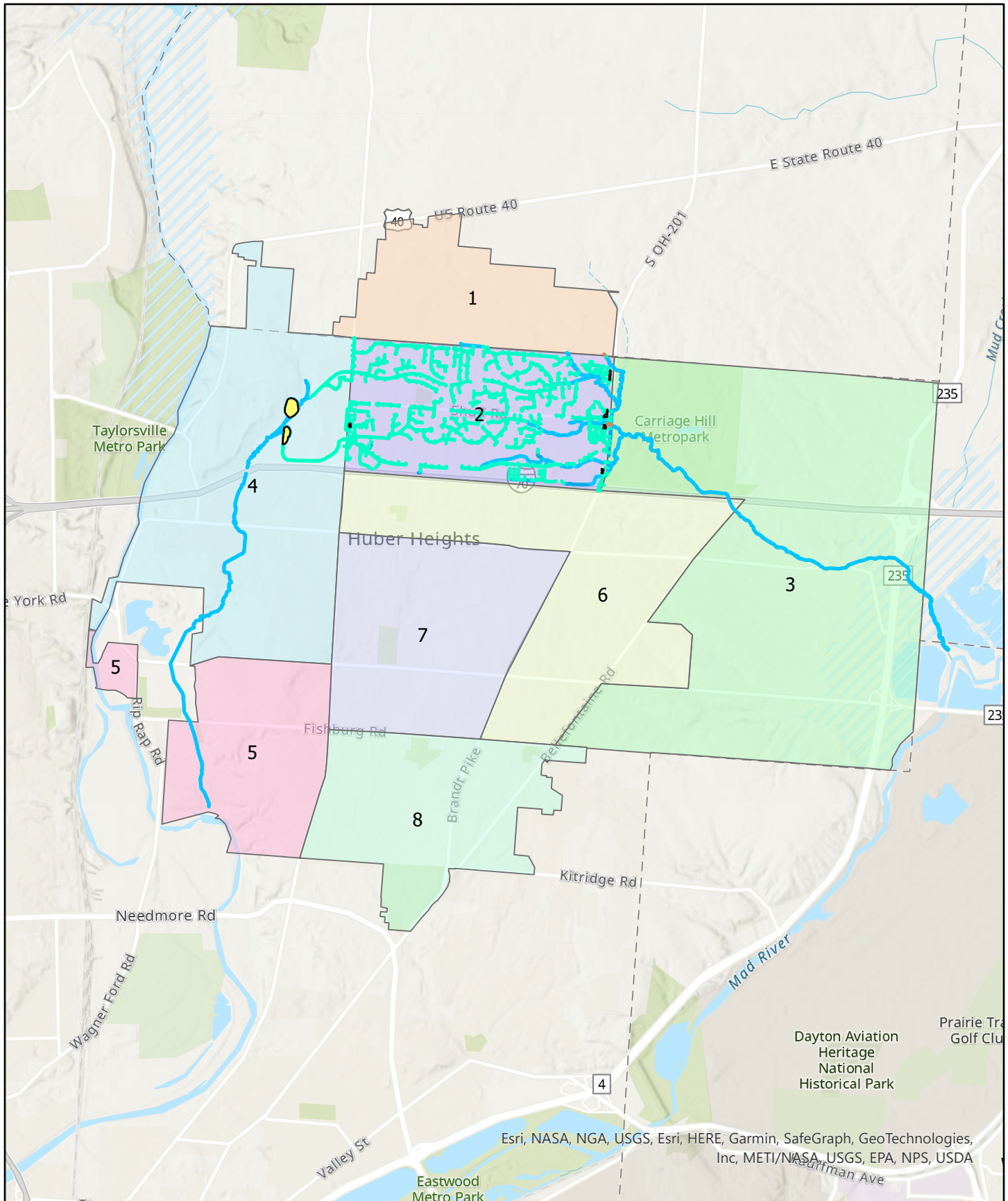
Infrastructure District 2 - Sanitary Sewer



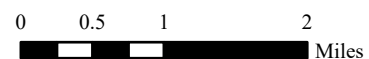
1 inch equals 1 miles



Infrastructure District 2 - Stormwater



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



1 inch equals 1 miles



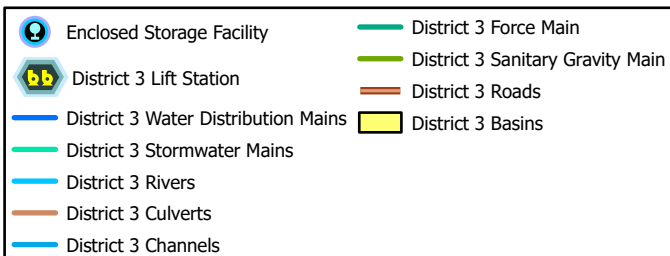
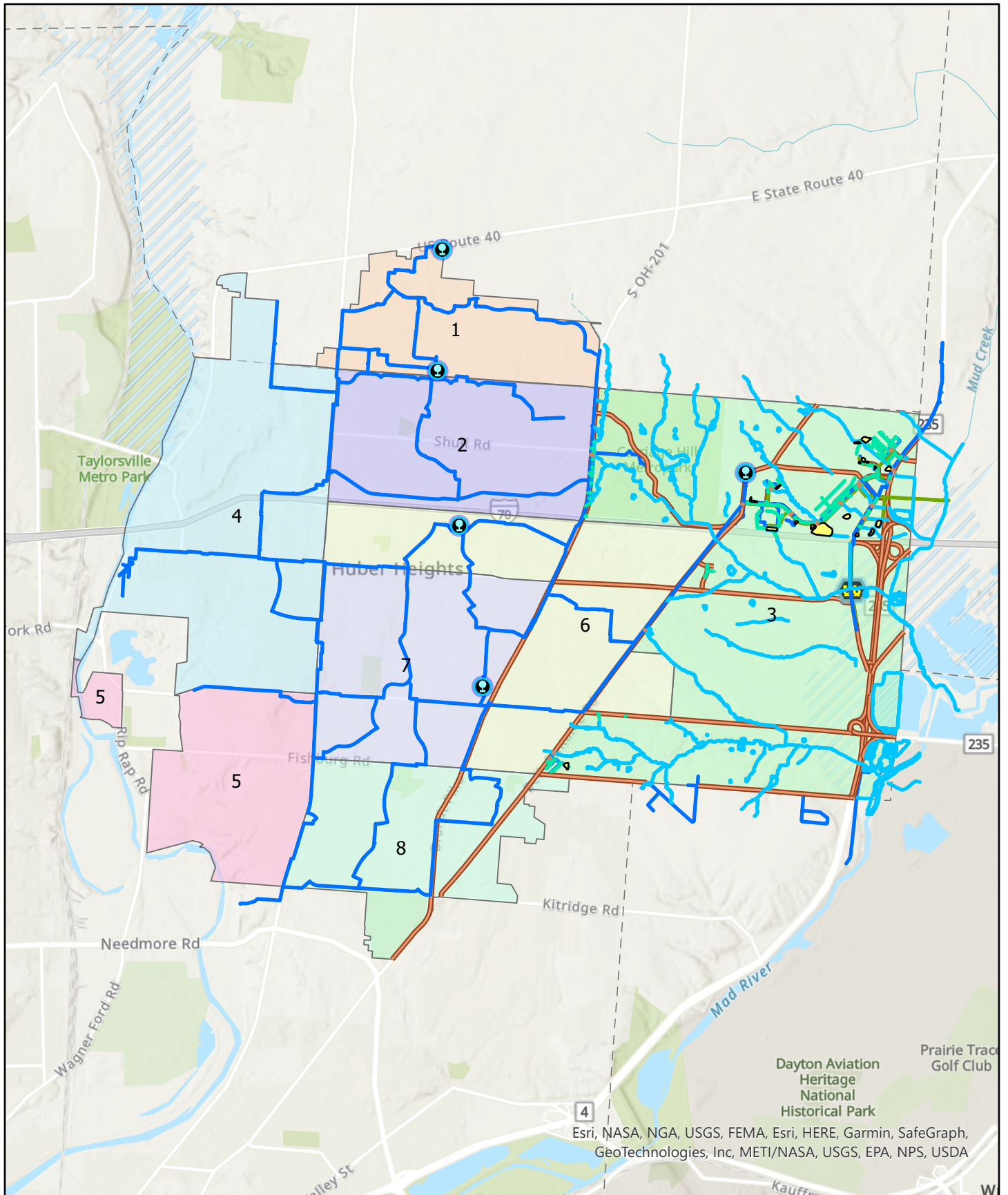
Appendix C

Infrastructure District 3



We think bigger.

Infrastructure District 3 - Overview

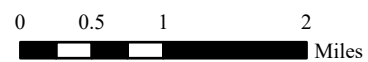
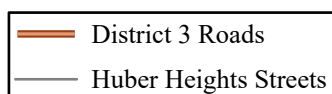
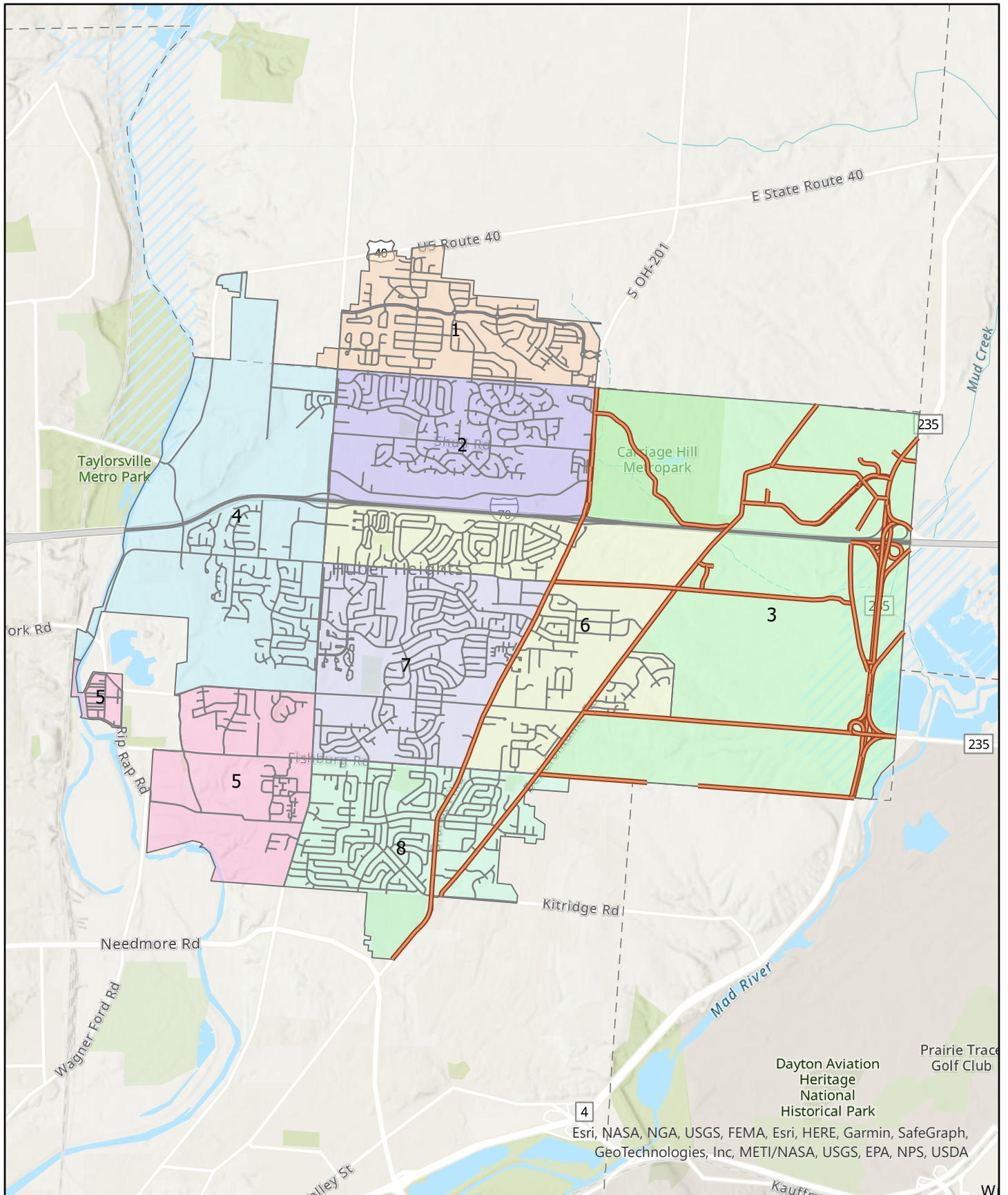


0 0.5 1 2 Miles

1 inch equals 1 miles



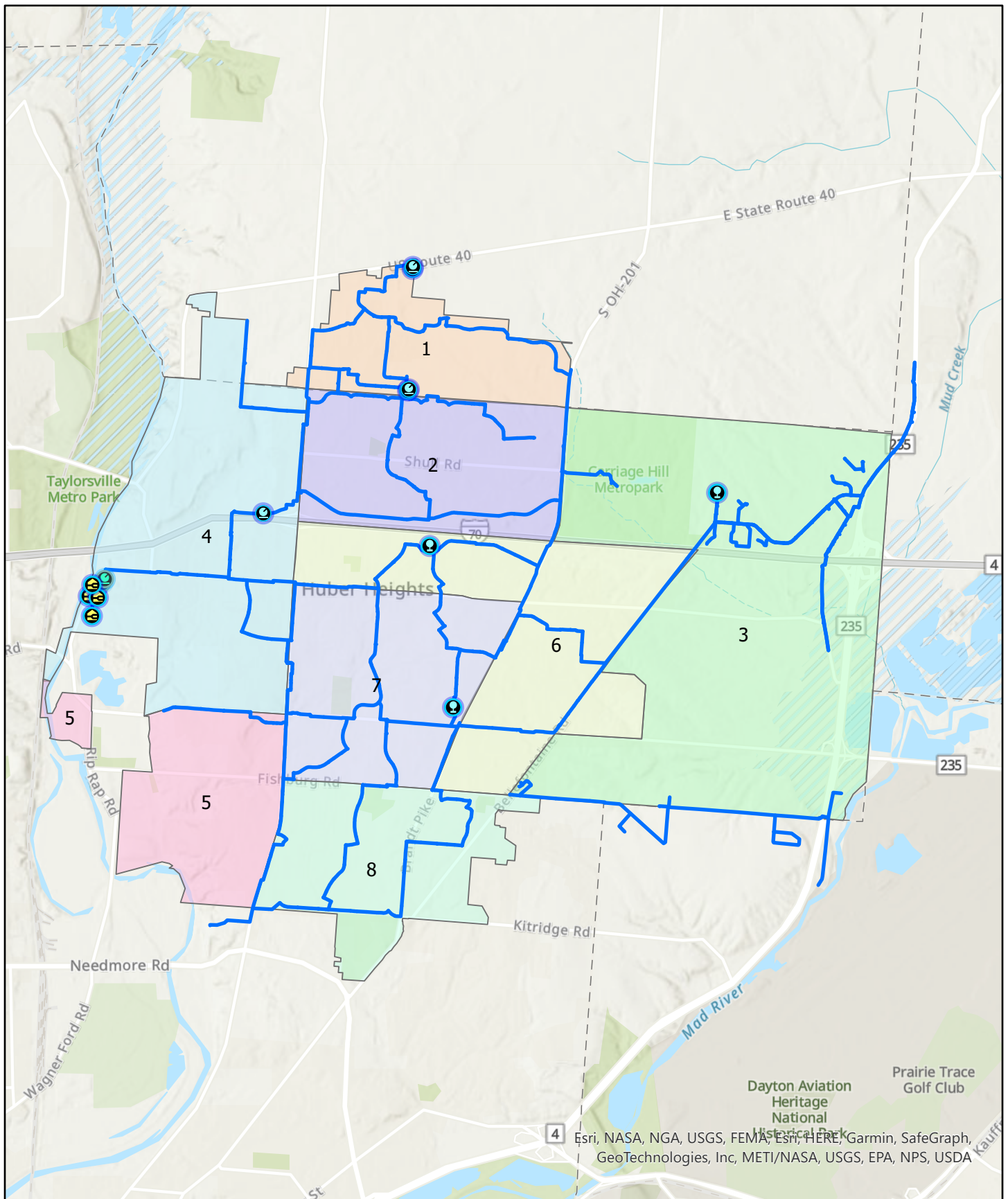
Infrastructure District 3 - Roads



1 inch equals 1 miles



Infrastructure District 3 - Water



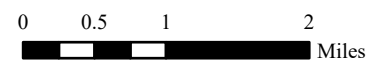
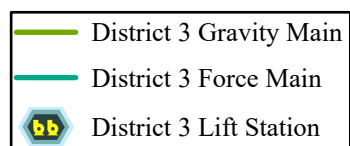
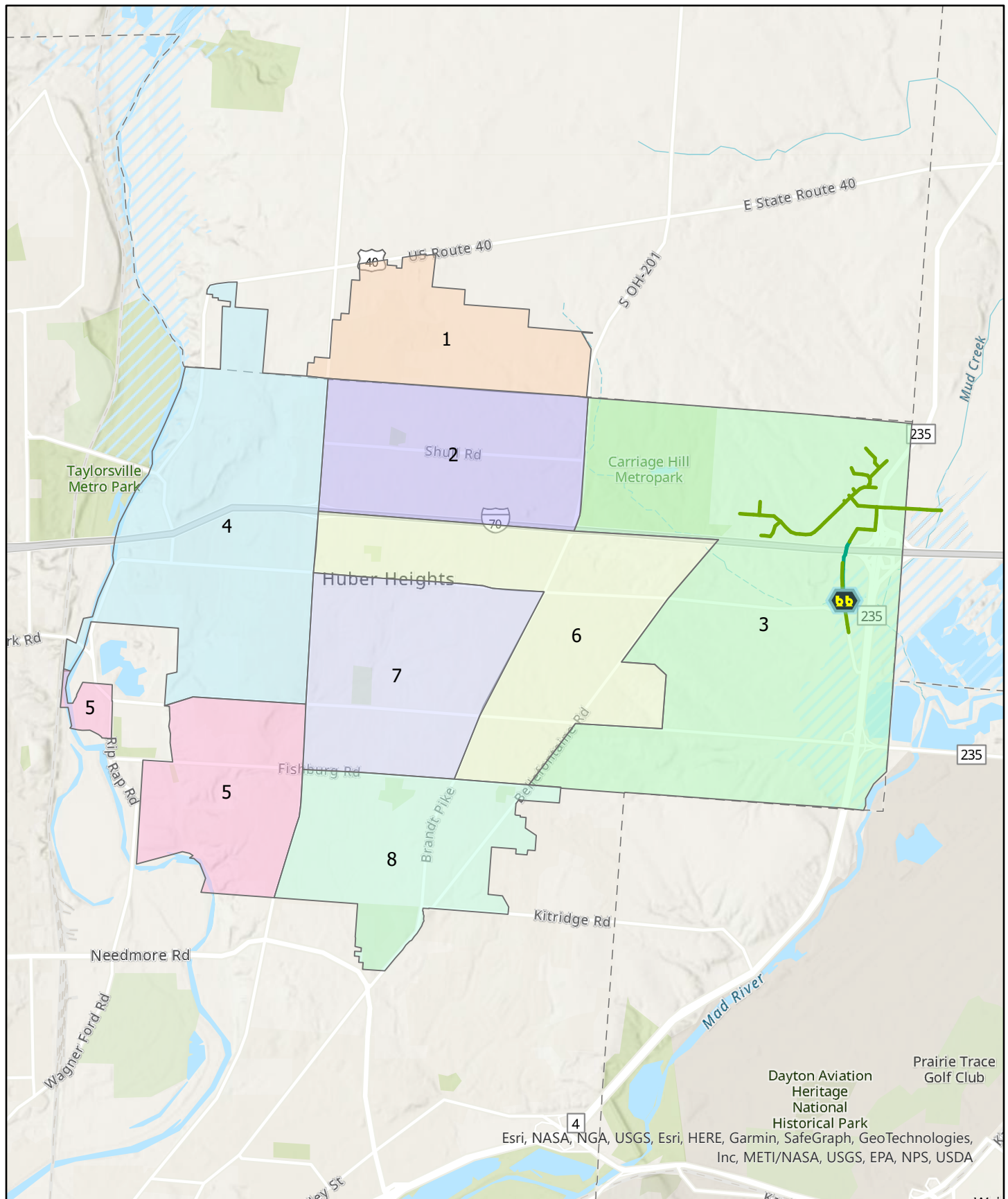
	Enclosed Storage Facility		Pump Station
	Intake		Storage Basin
	Meter Station		Treatment Plant
	Production Well		Water Distribution Mains

0 0.5 1 2 Miles

1 inch equals 1 miles



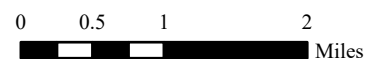
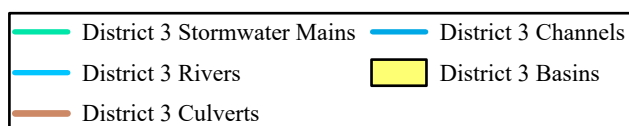
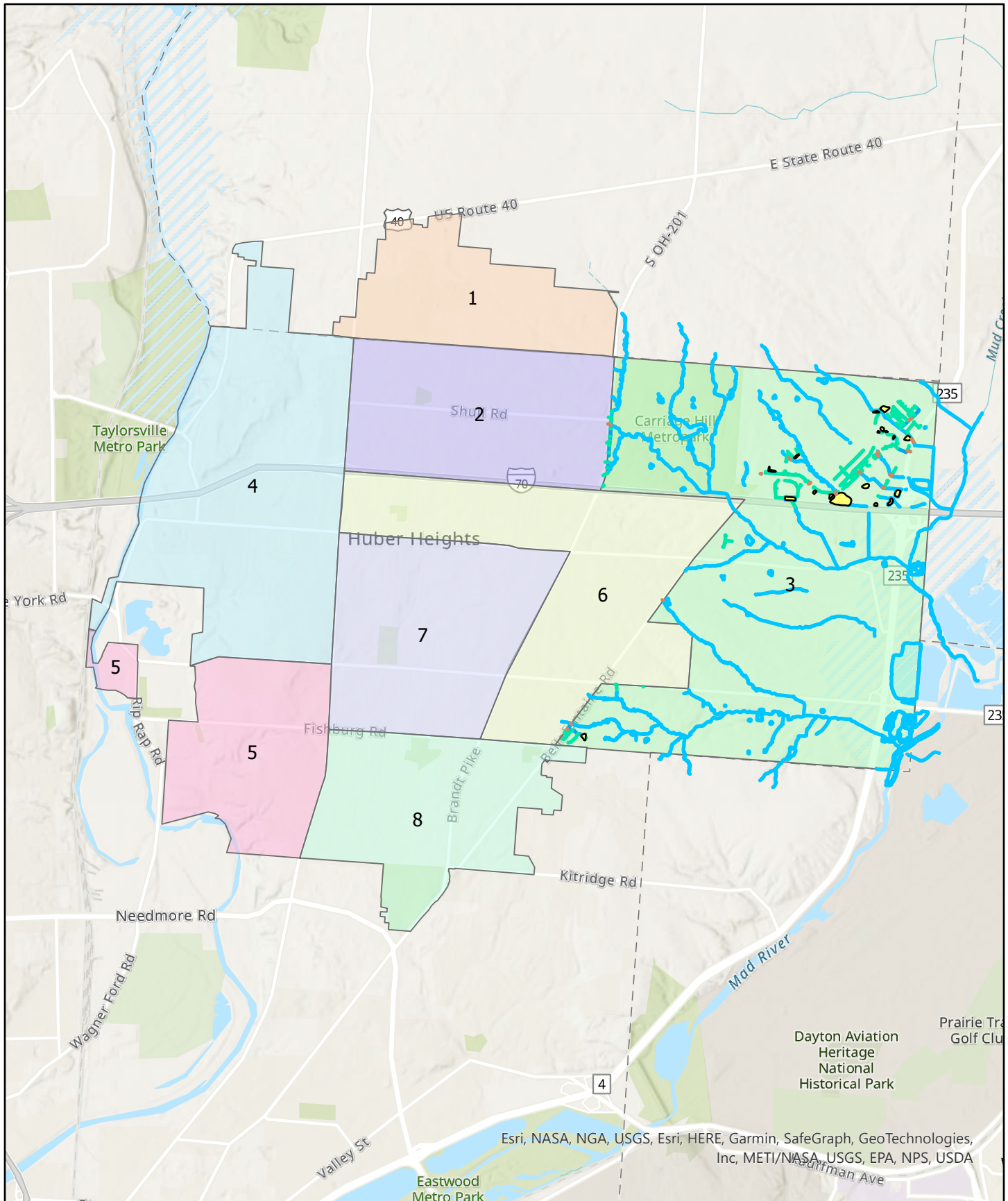
Infrastructure District 3 - Sanitary Sewer



1 inch equals 1 miles



Infrastructure District 3 - Stormwater



1 inch equals 1 miles



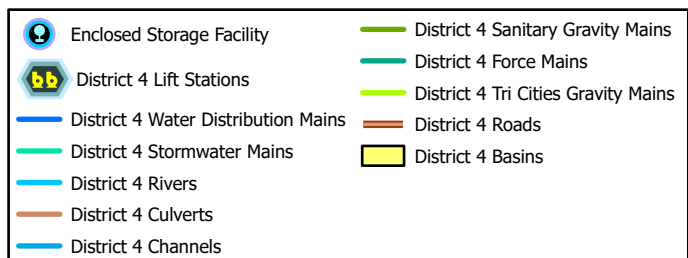
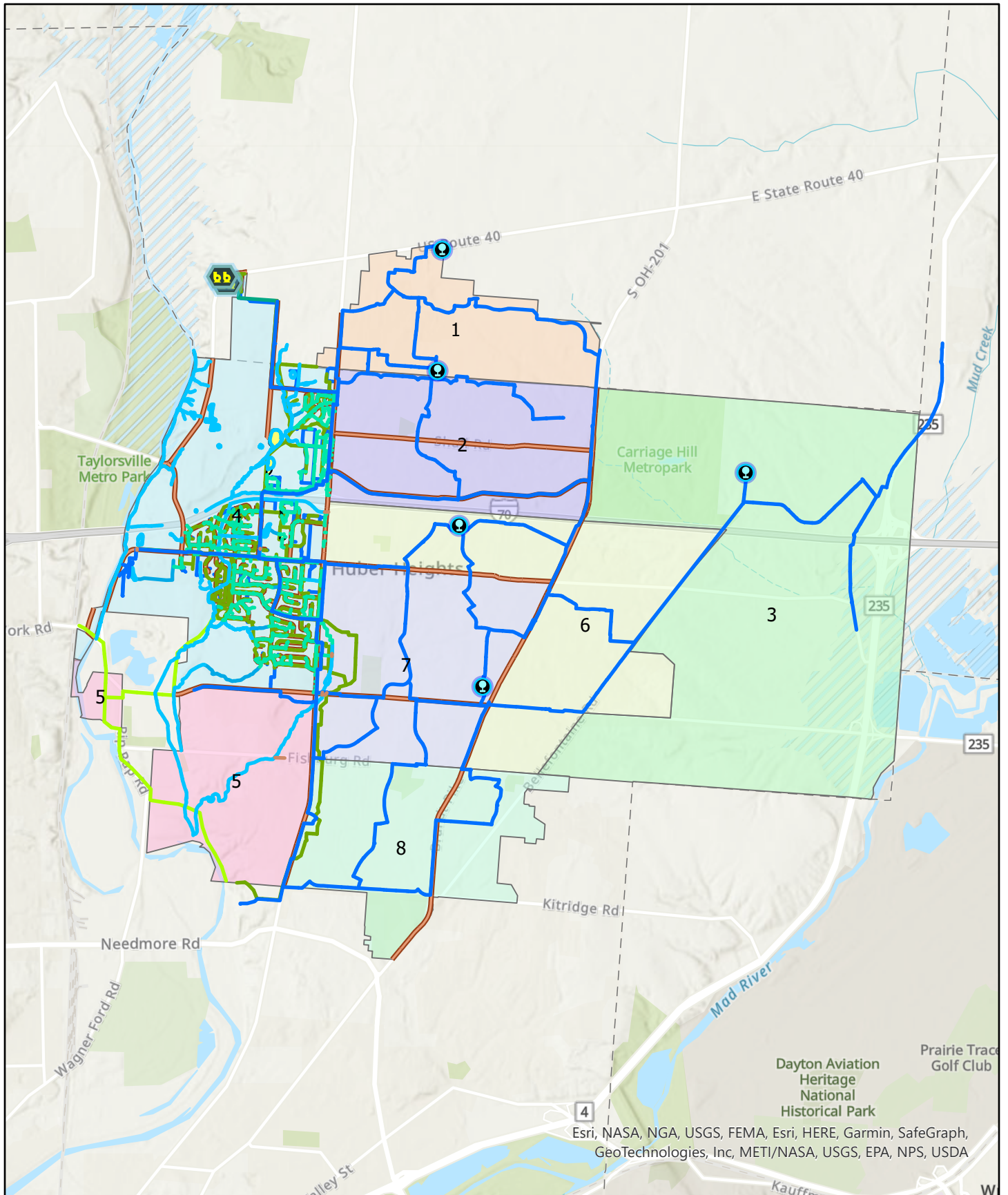
Appendix D

Infrastructure District 4



We think bigger.

Infrastructure District 4 - Overview

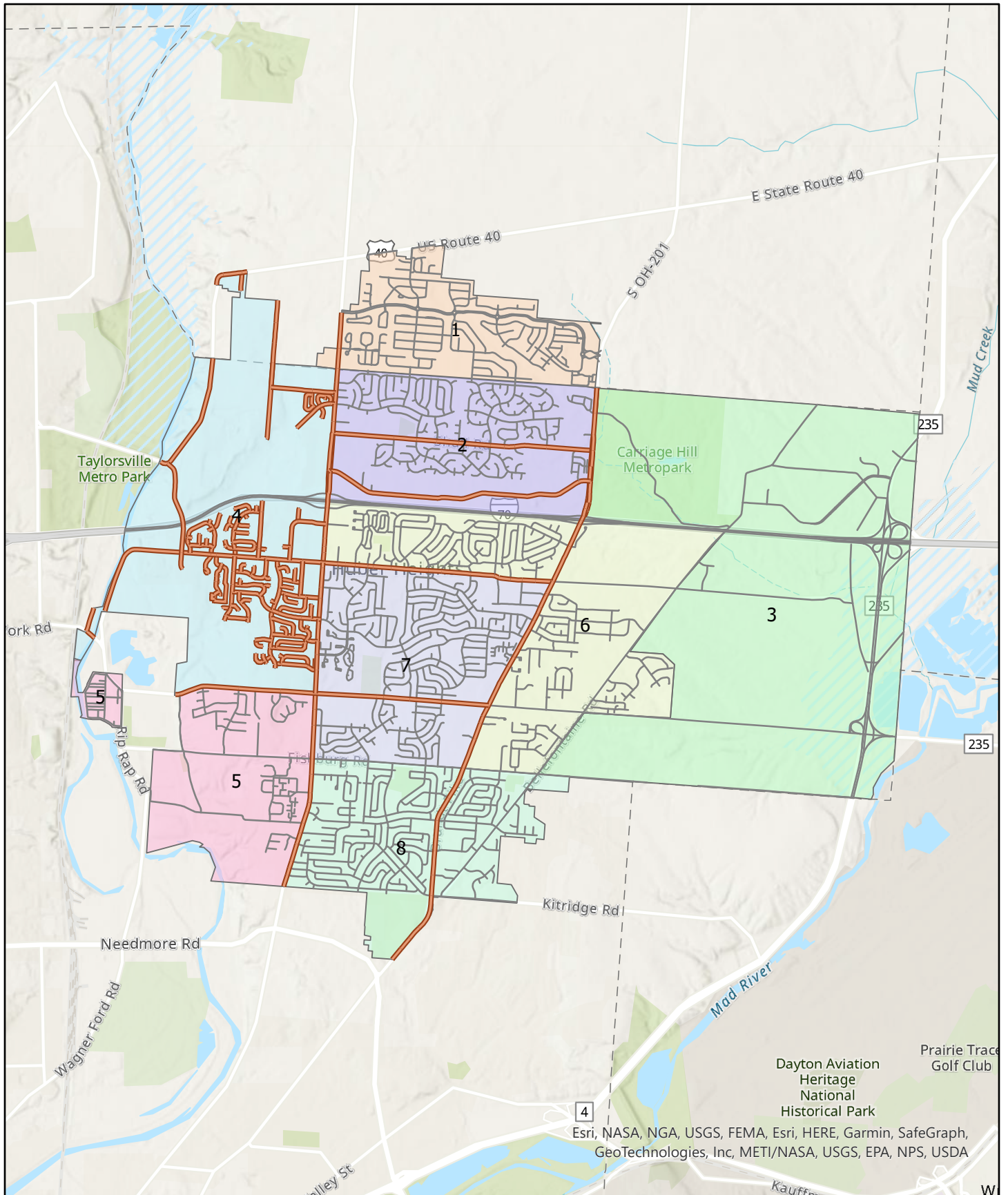


0 0.5 1 2 Miles

1 inch equals 1 miles



Infrastructure District 4 - Roads



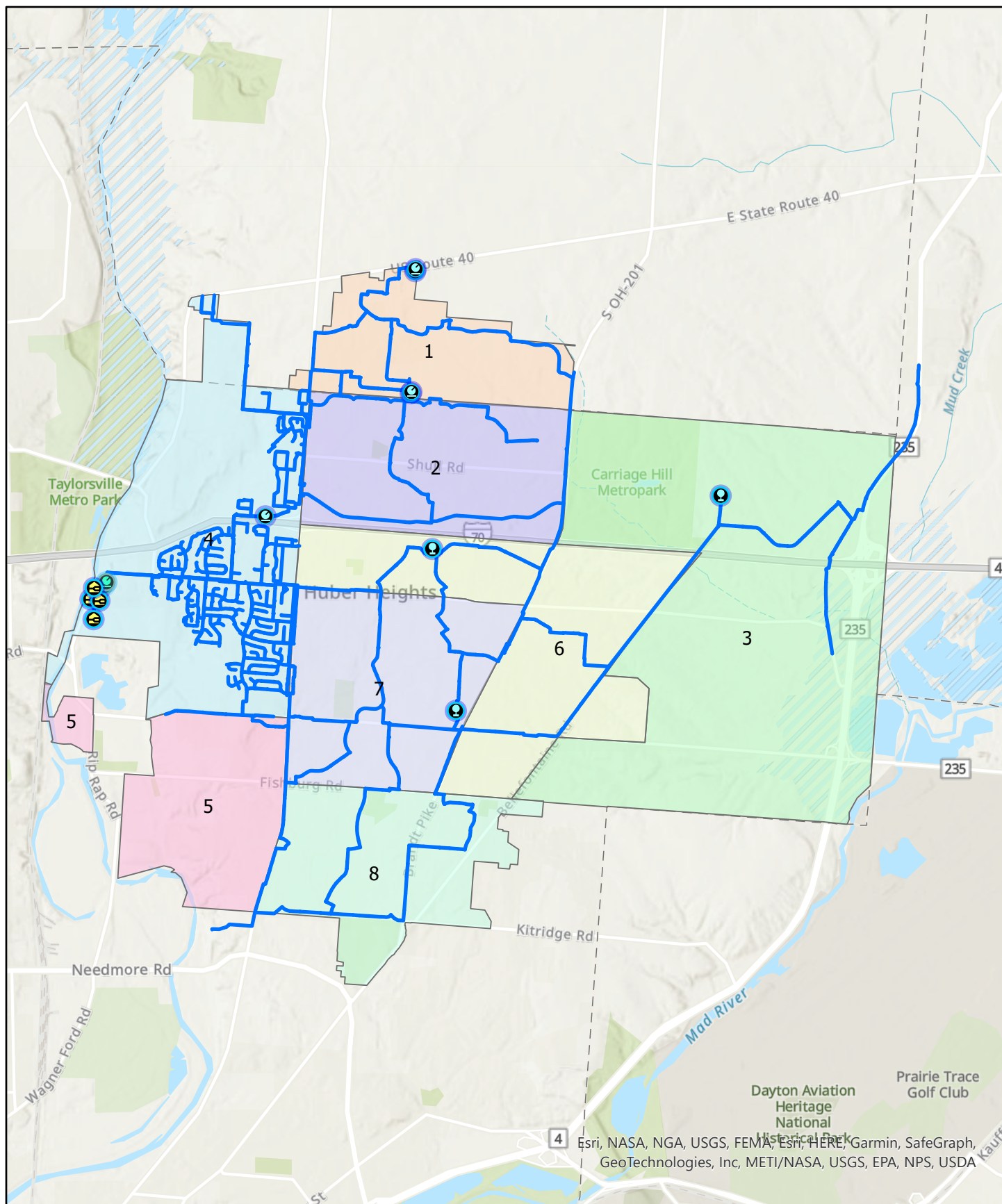
— District 4 Roads
— Huber Heights Streets

0 0.5 1 2 Miles

1 inch equals 1 miles



Infrastructure District 4 - Water



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

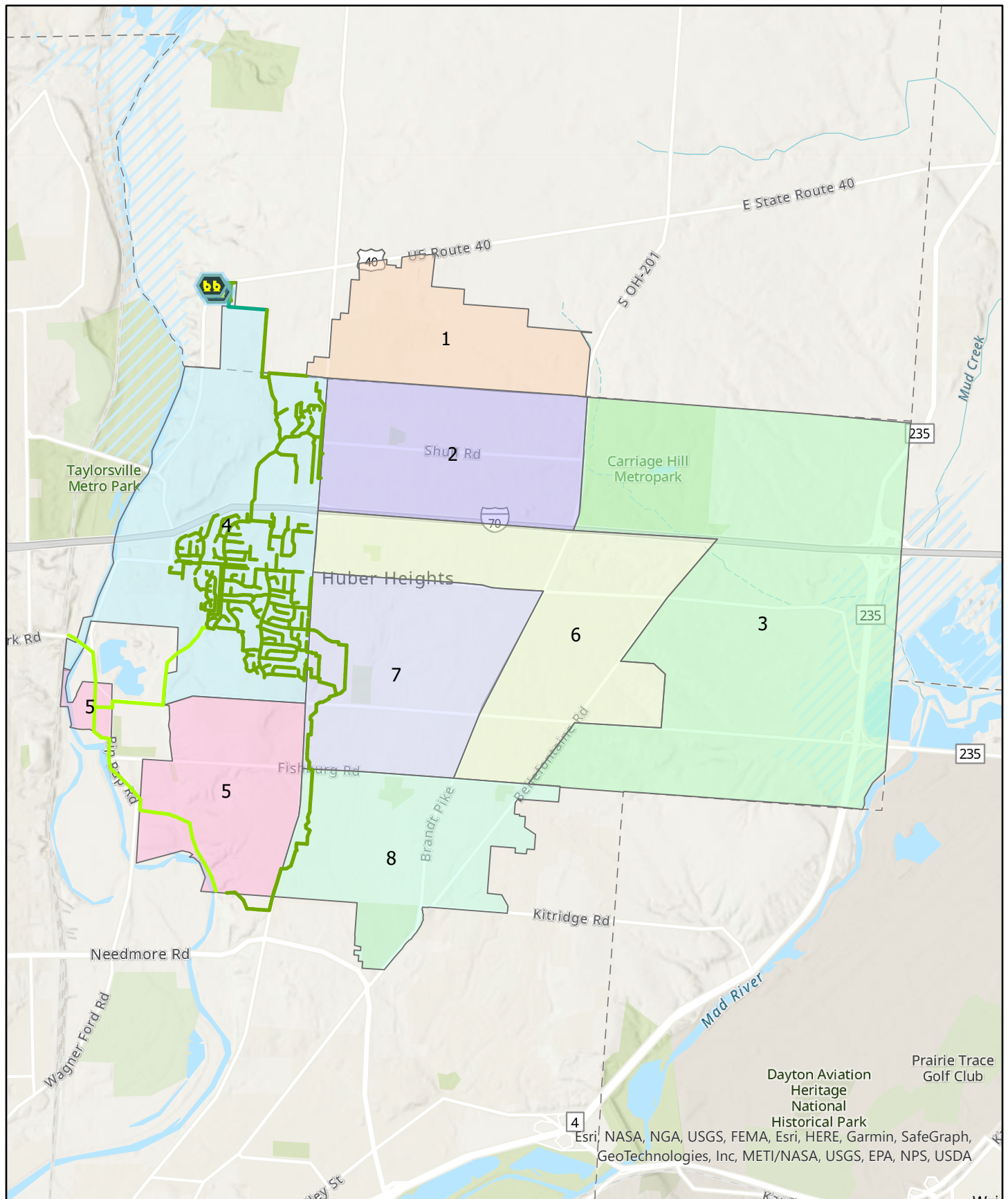
0 0.5 1 2 Miles

1 inch equals 1 miles



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Infrastructure District 4 - Sanitary Sewer



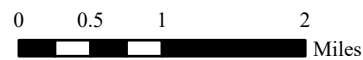
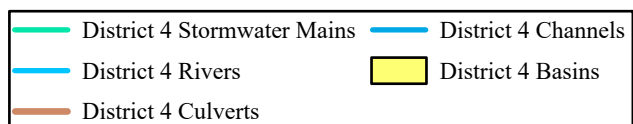
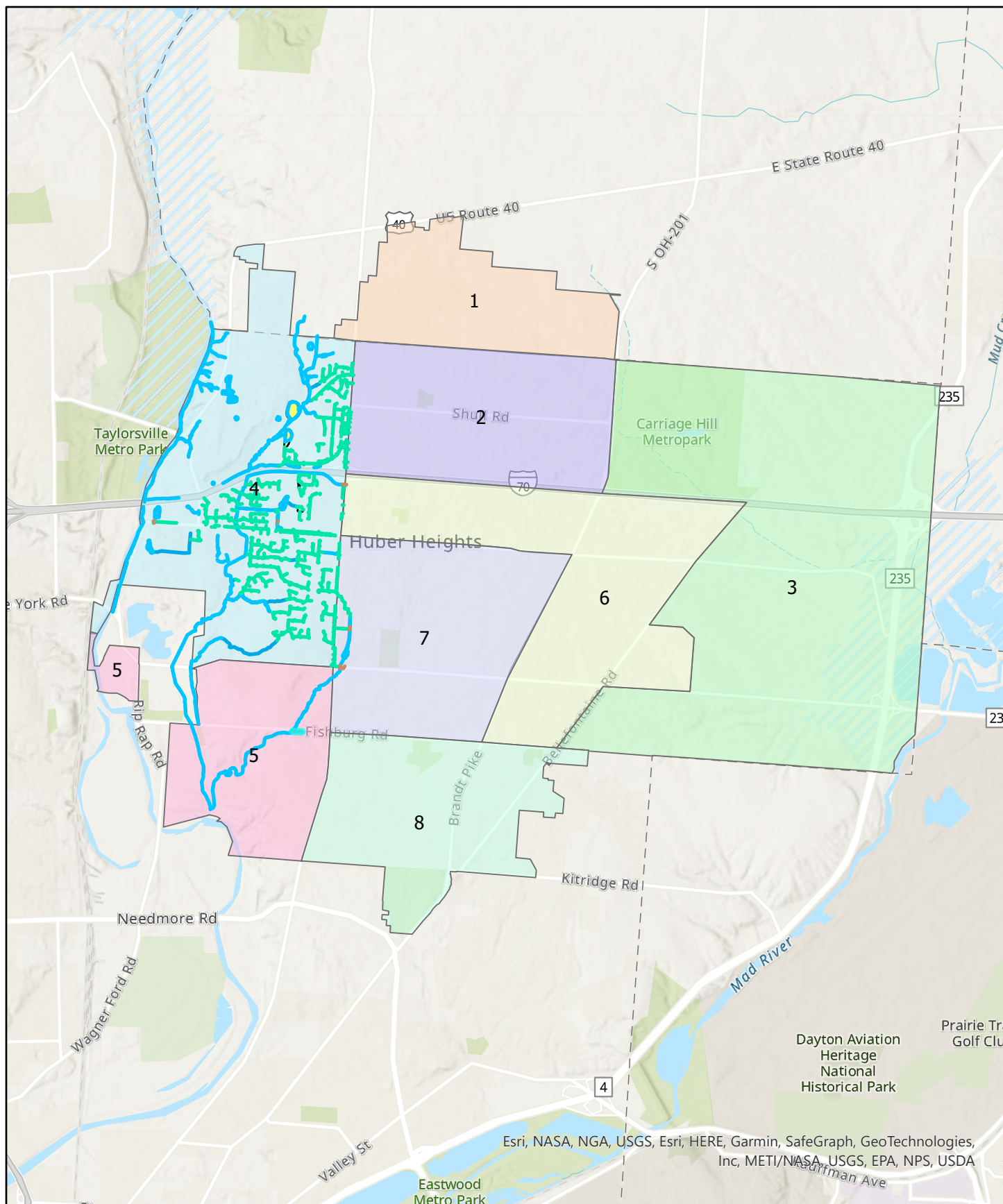
- District 4 Gravity Mains
- District 4 Force Mains
- bb District 4 Lift Stations
- District 4 Tri Cities Gravity Mains

0 0.5 1 2 Miles

1 inch equals 1 miles



Infrastructure District 4 - Stormwater



1 inch equals 1 miles



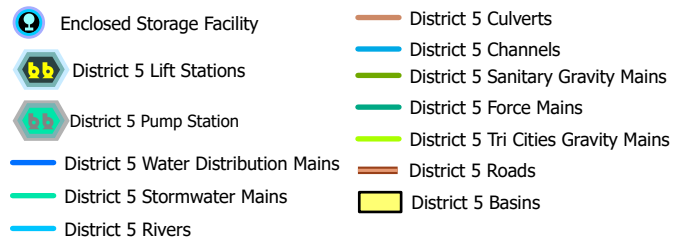
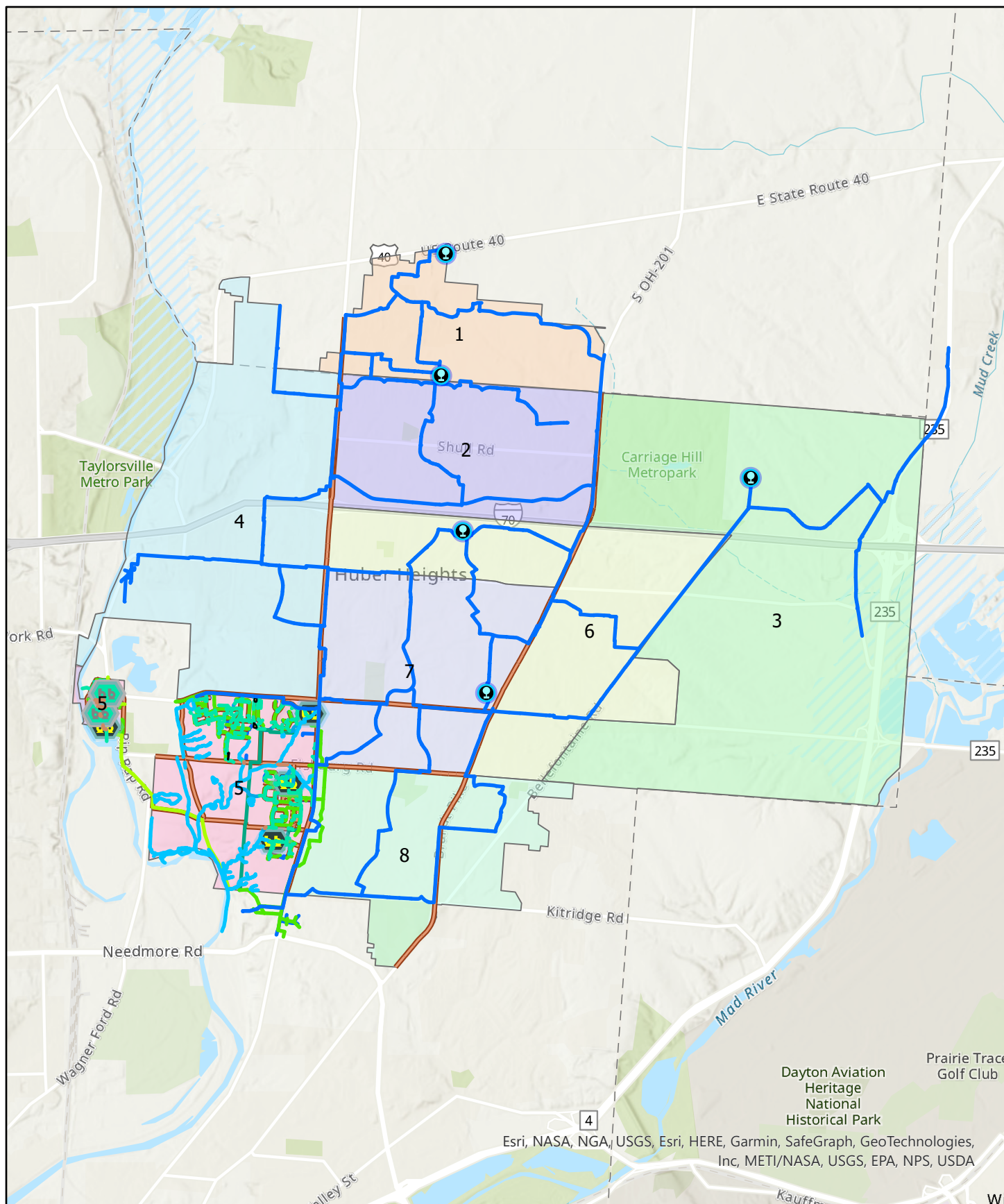
Appendix E

Infrastructure District 5



We think bigger.

Infrastructure District 5 - Overview

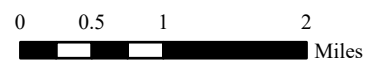
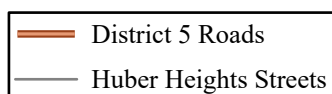
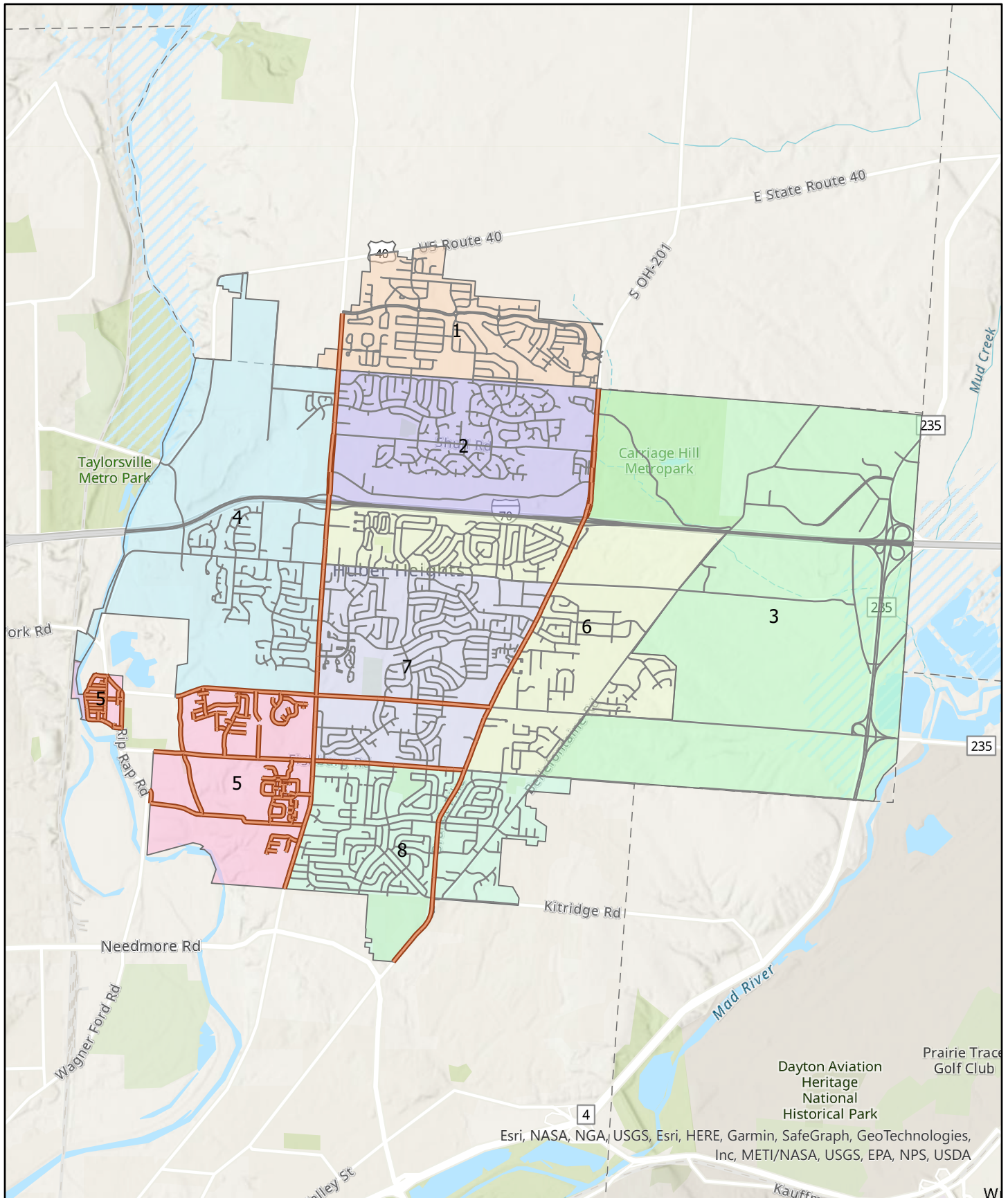


0 0.5 1 2 Miles

1 inch equals 1 miles



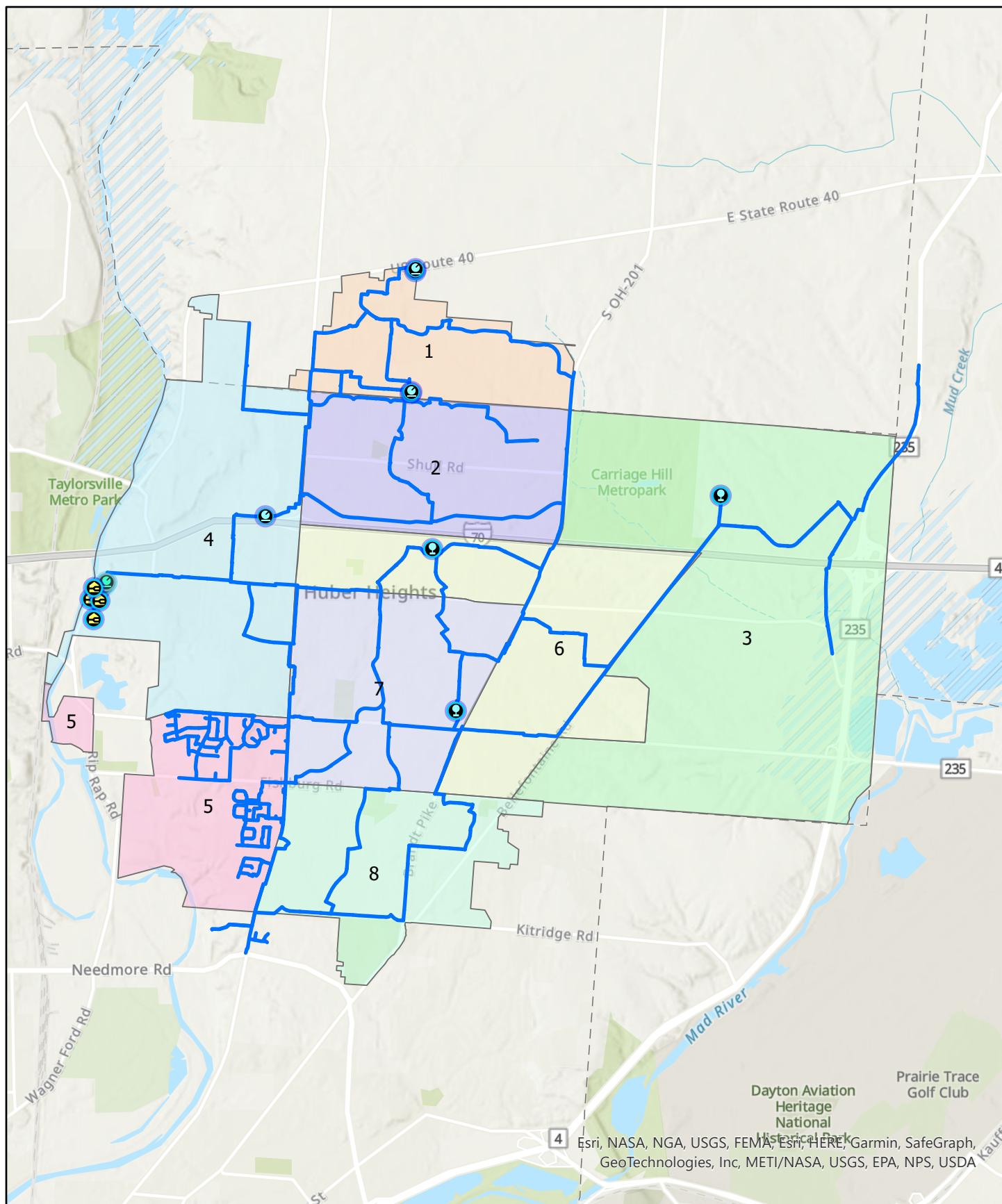
Infrastructure District 5 - Roads



1 inch equals 1 miles



Infrastructure District 5 - Water



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

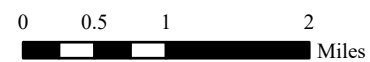
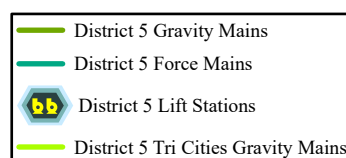
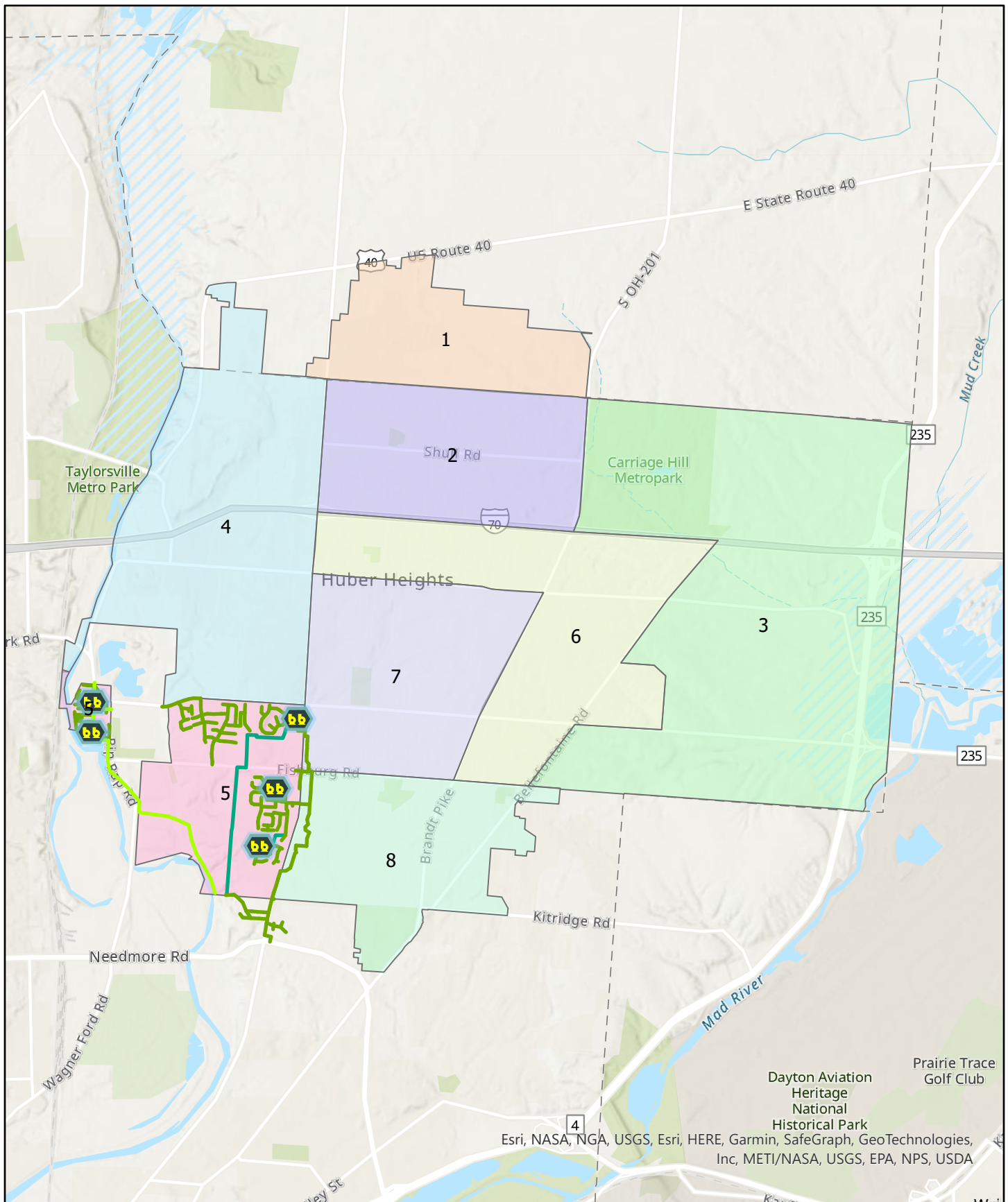
0 0.5 1 2 Miles

1 inch equals 1 miles



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

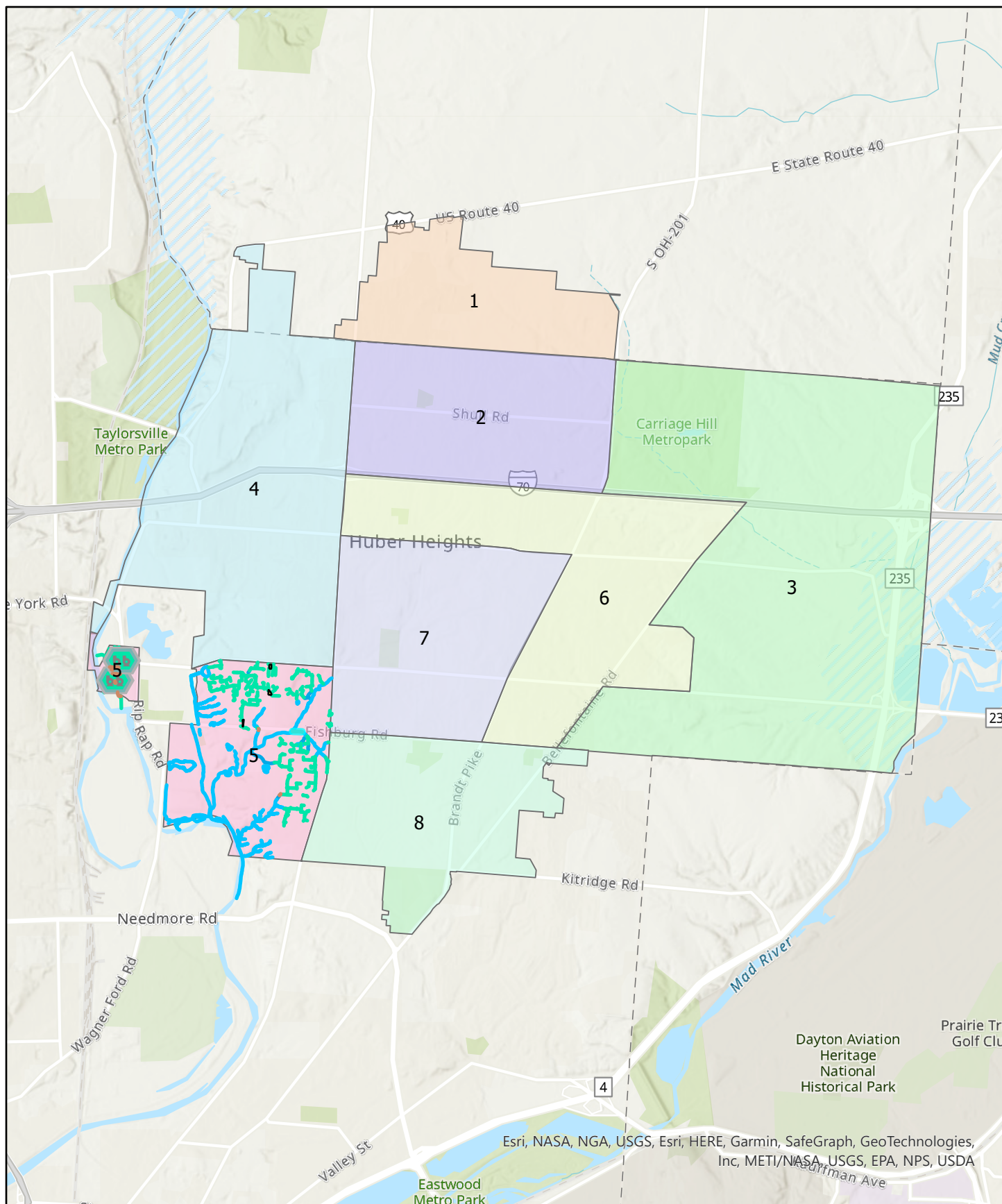
Infrastructure District 5 - Sanitary Sewer



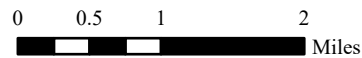
1 inch equals 1 miles



Infrastructure District 5 - Stormwater



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



1 inch equals 1 miles



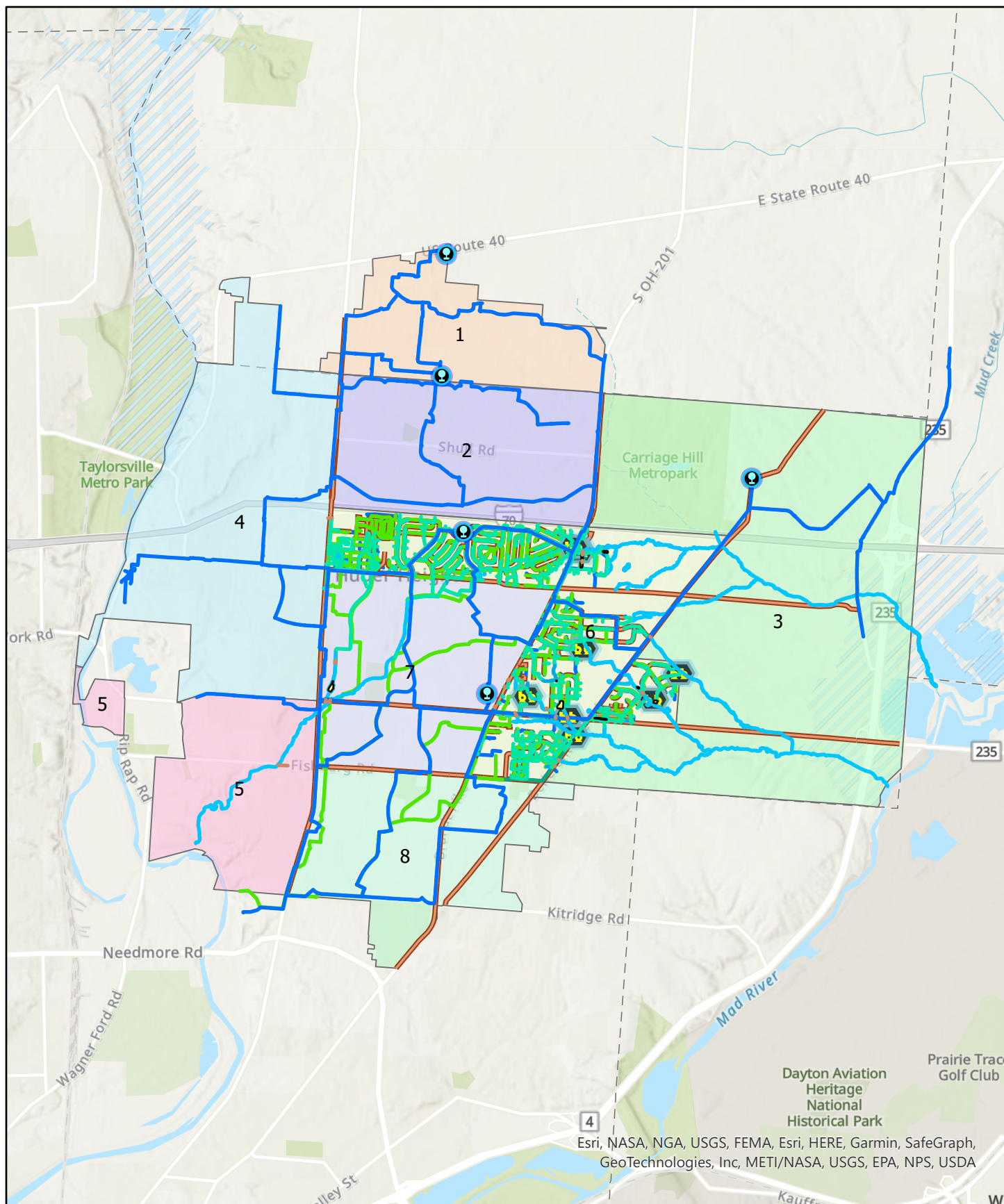
Appendix F

Infrastructure District 6



We think bigger.

Infrastructure District 6 - Overview



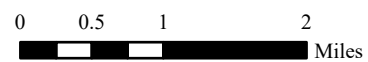
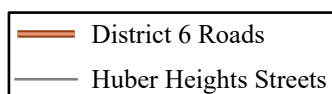
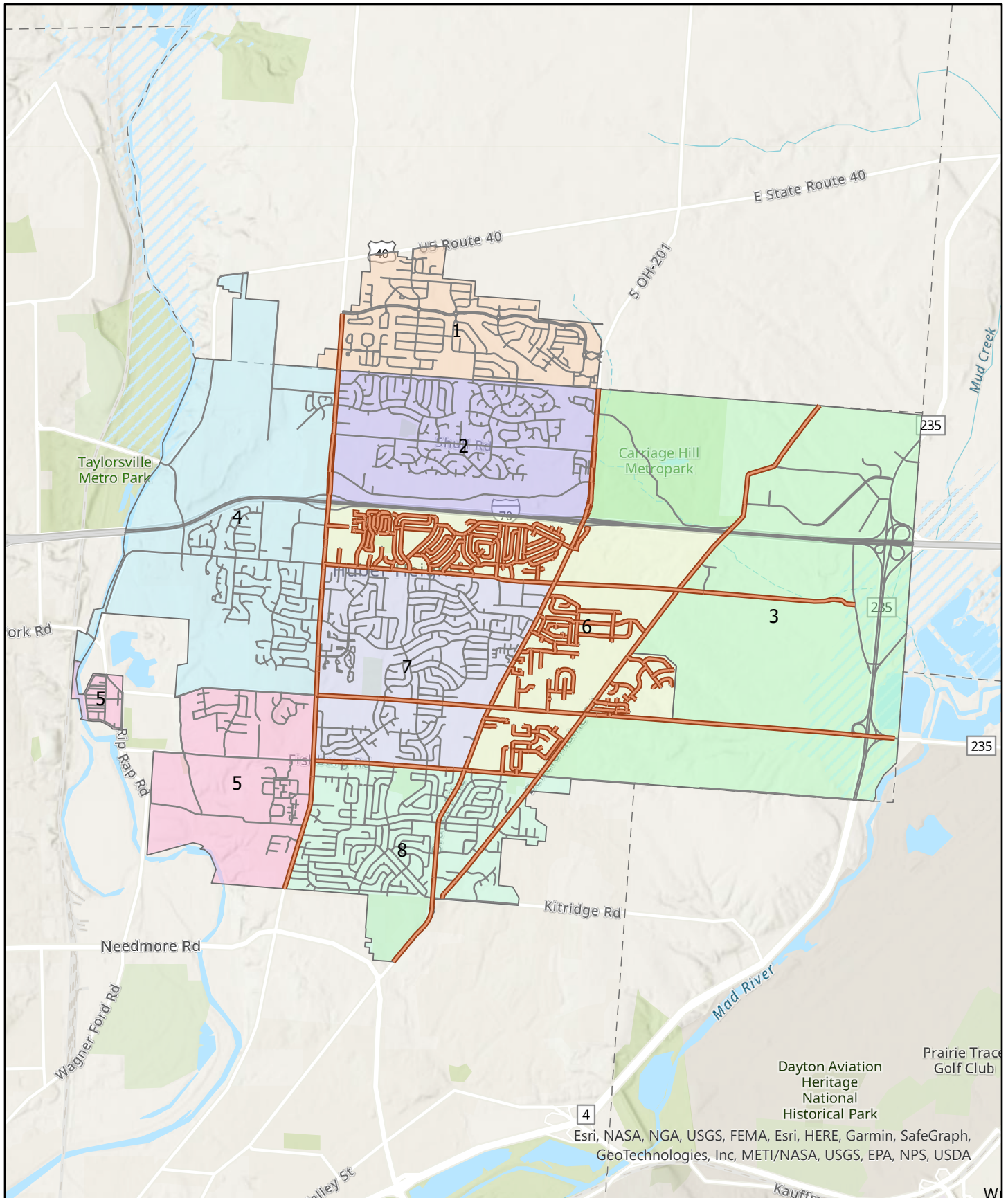
- | | |
|-------------------------------------|----------------------------------|
| Enclosed Storage Facility | District 6 Force Main |
| District 6 Lift Station | District 6 Sanitary Gravity Main |
| District 6 Water Distribution Mains | District 6 Roads |
| District 6 Stormwater Mains | District 6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

0 0.5 1 2
Miles

1 inch equals 1 miles



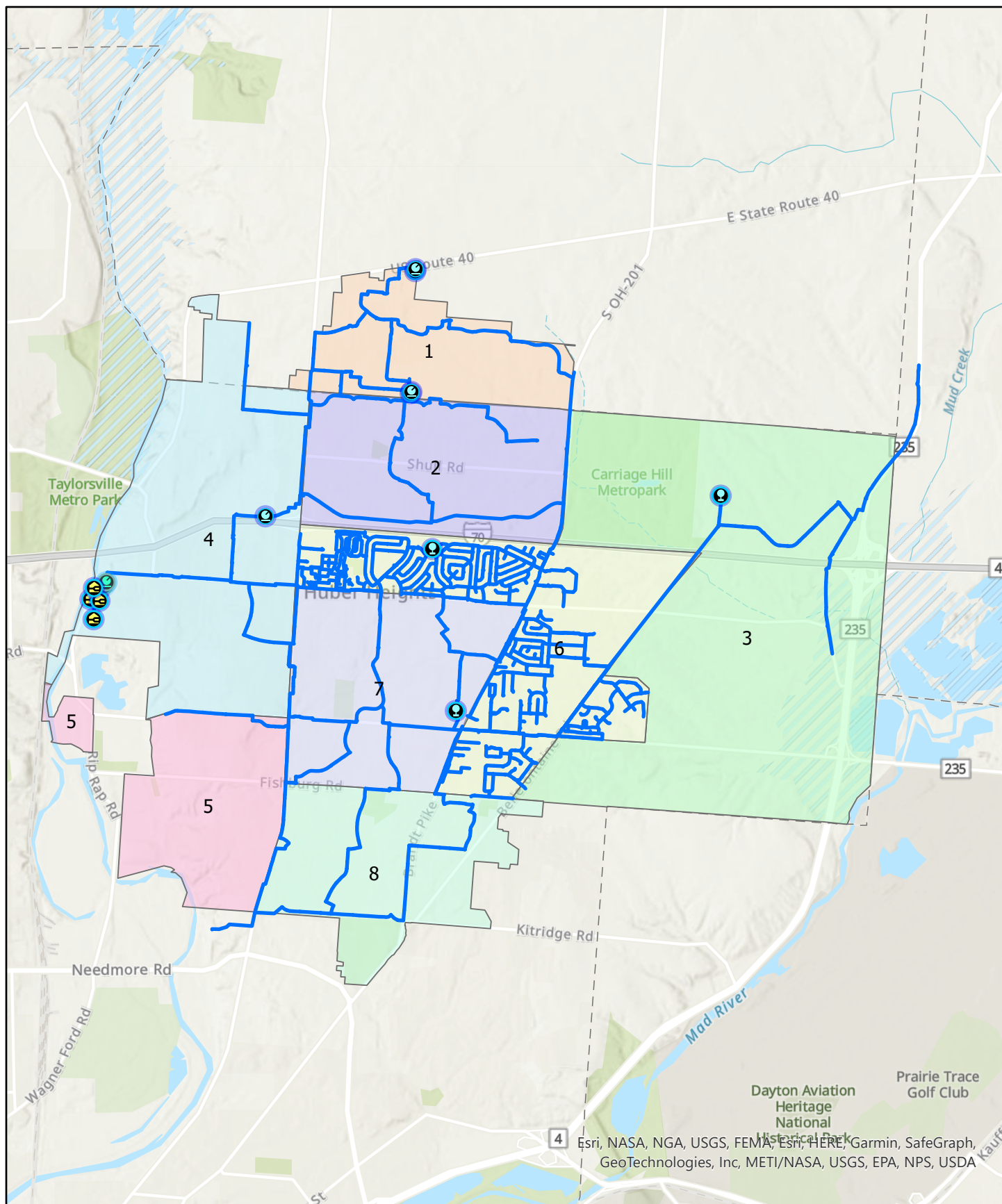
Infrastructure District 6 - Roads



1 inch equals 1 miles



Infrastructure District 6 - Water



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

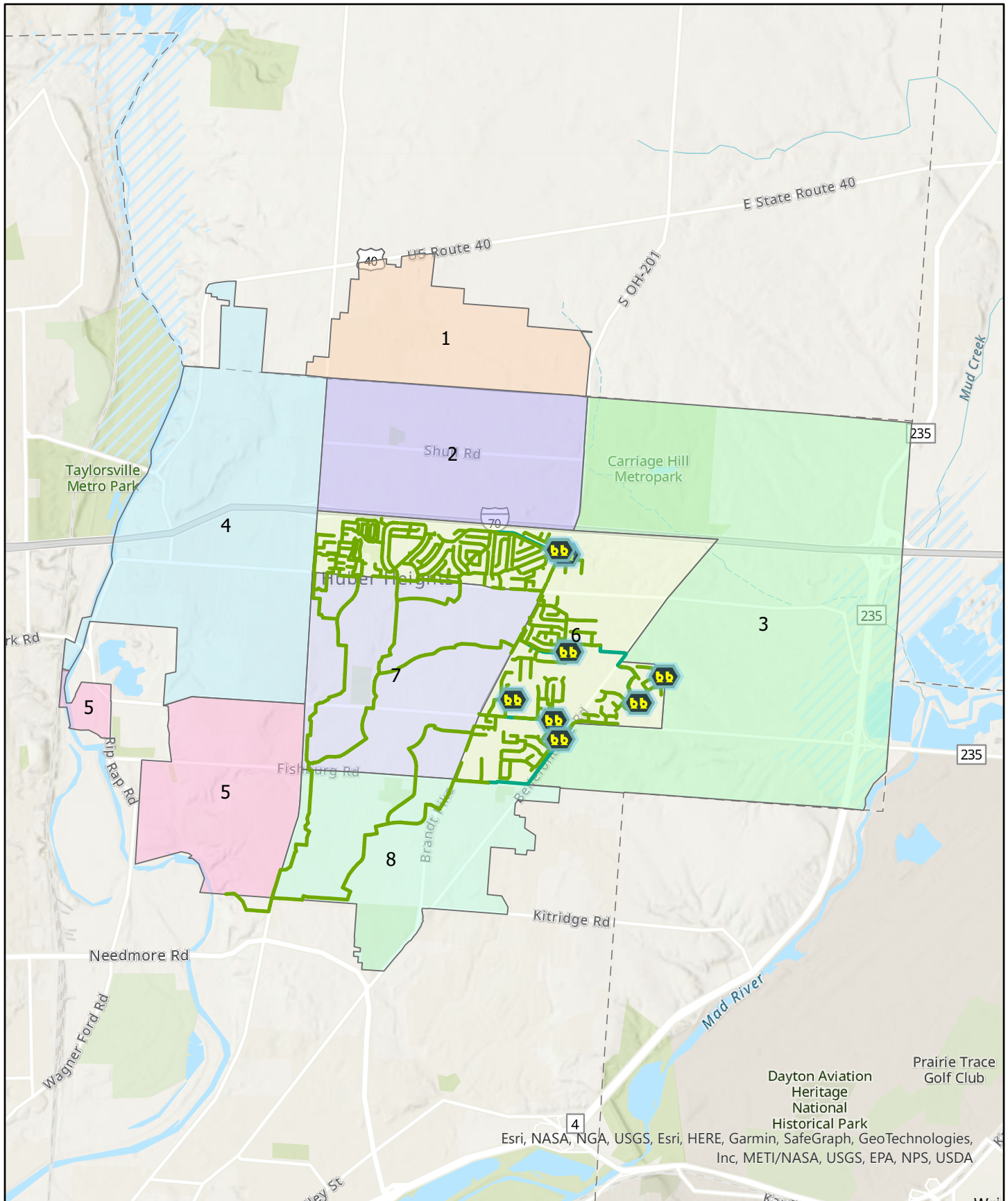
0 0.5 1 2 Miles

1 inch equals 1 miles



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Infrastructure District 6 - Sanitary Sewer



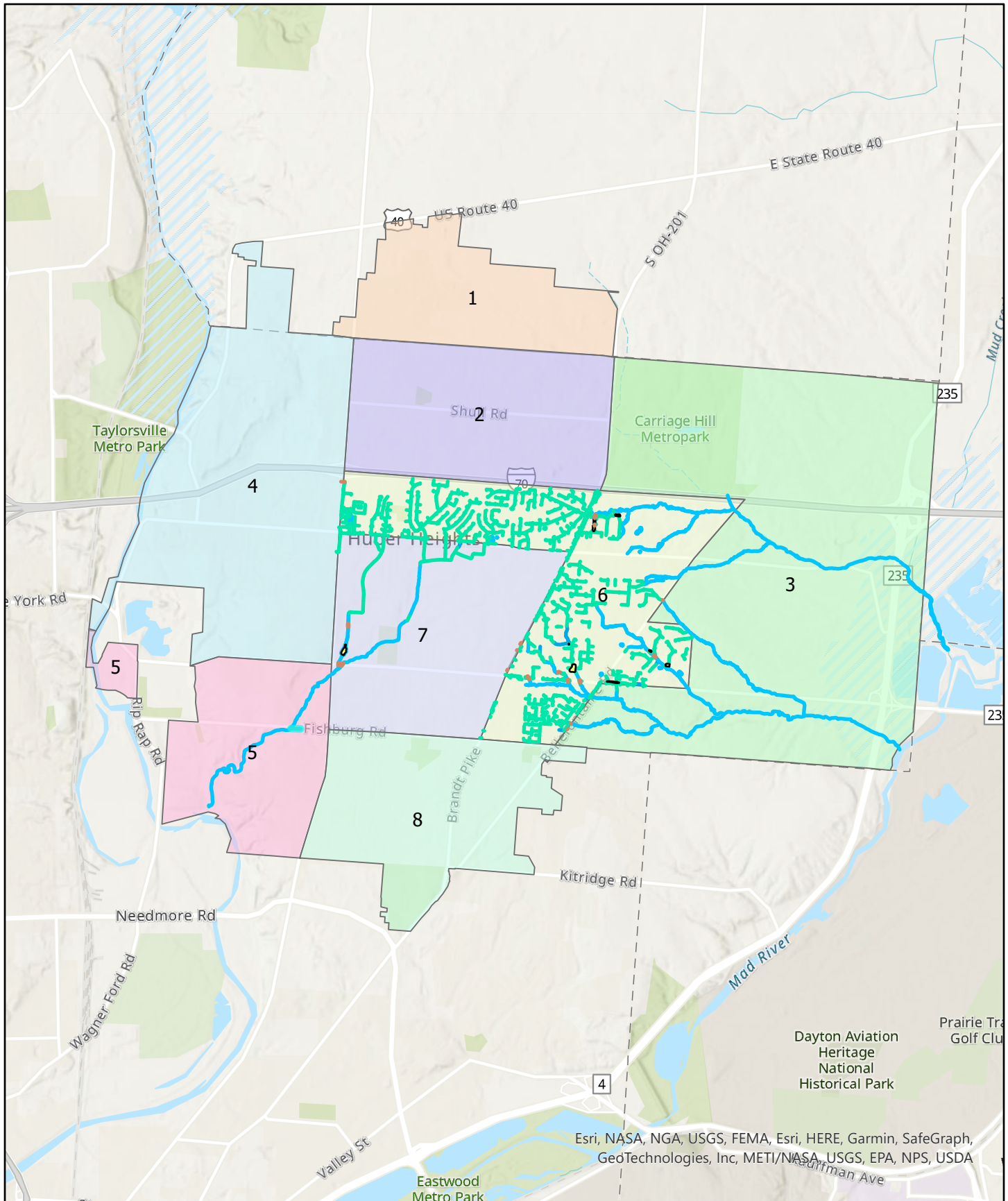
- District 6 Gravity Main
- District 6 Force Main
- District 6 Lift Station

0 0.5 1 2
Miles

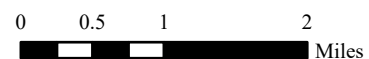
1 inch equals 1 miles



Infrastructure District 6 - Stormwater



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



1 inch equals 1 miles



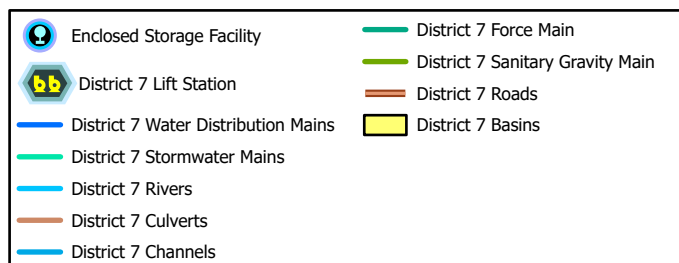
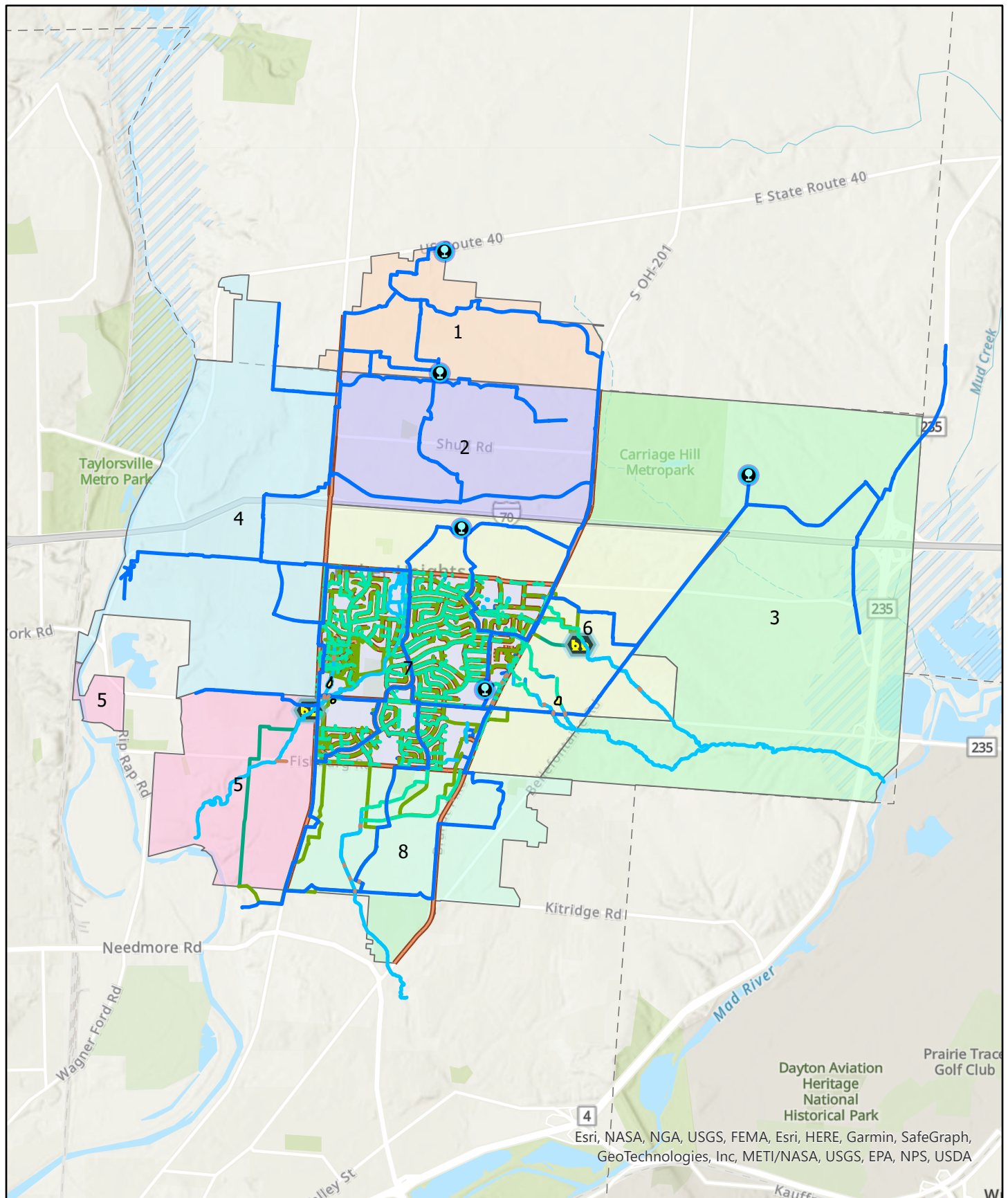
Appendix G

Infrastructure District 7



We think bigger.

Infrastructure District 7 - Overview

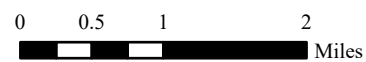
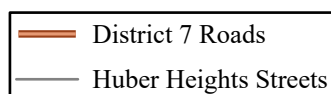
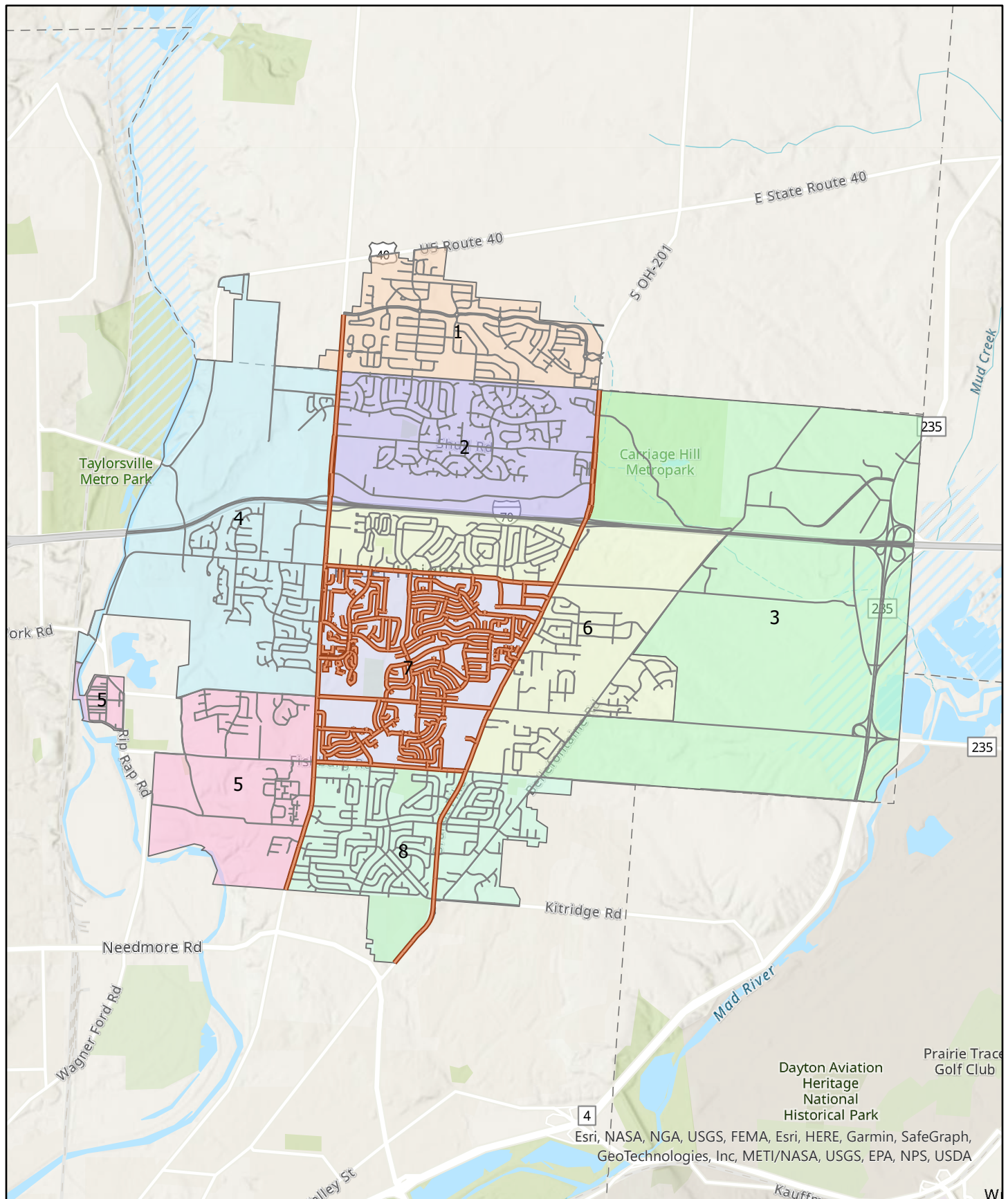


0 0.5 1 2 Miles

1 inch equals 1 miles



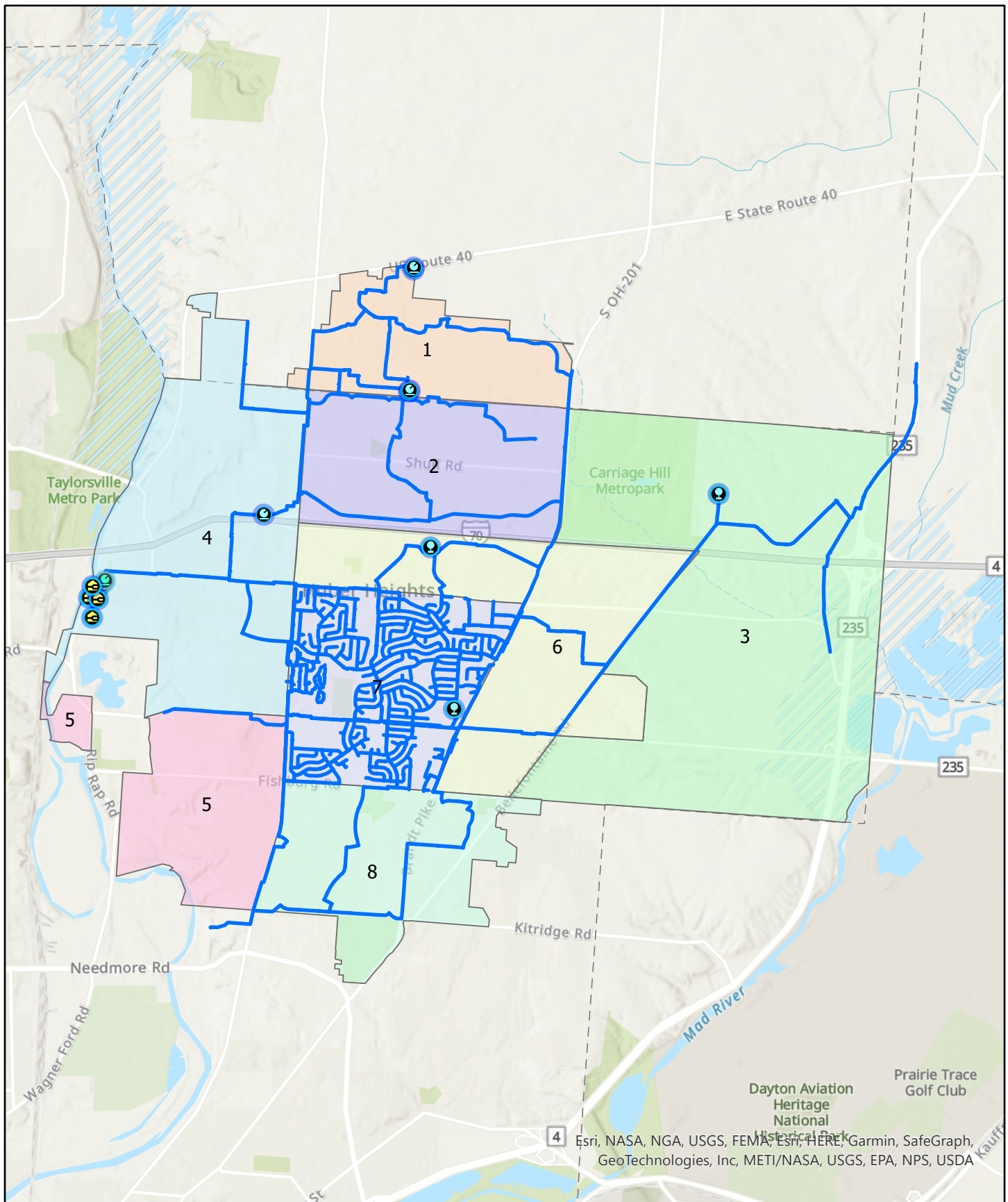
Infrastructure District 7 - Roads



1 inch equals 1 miles



Infrastructure District 7 - Water



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

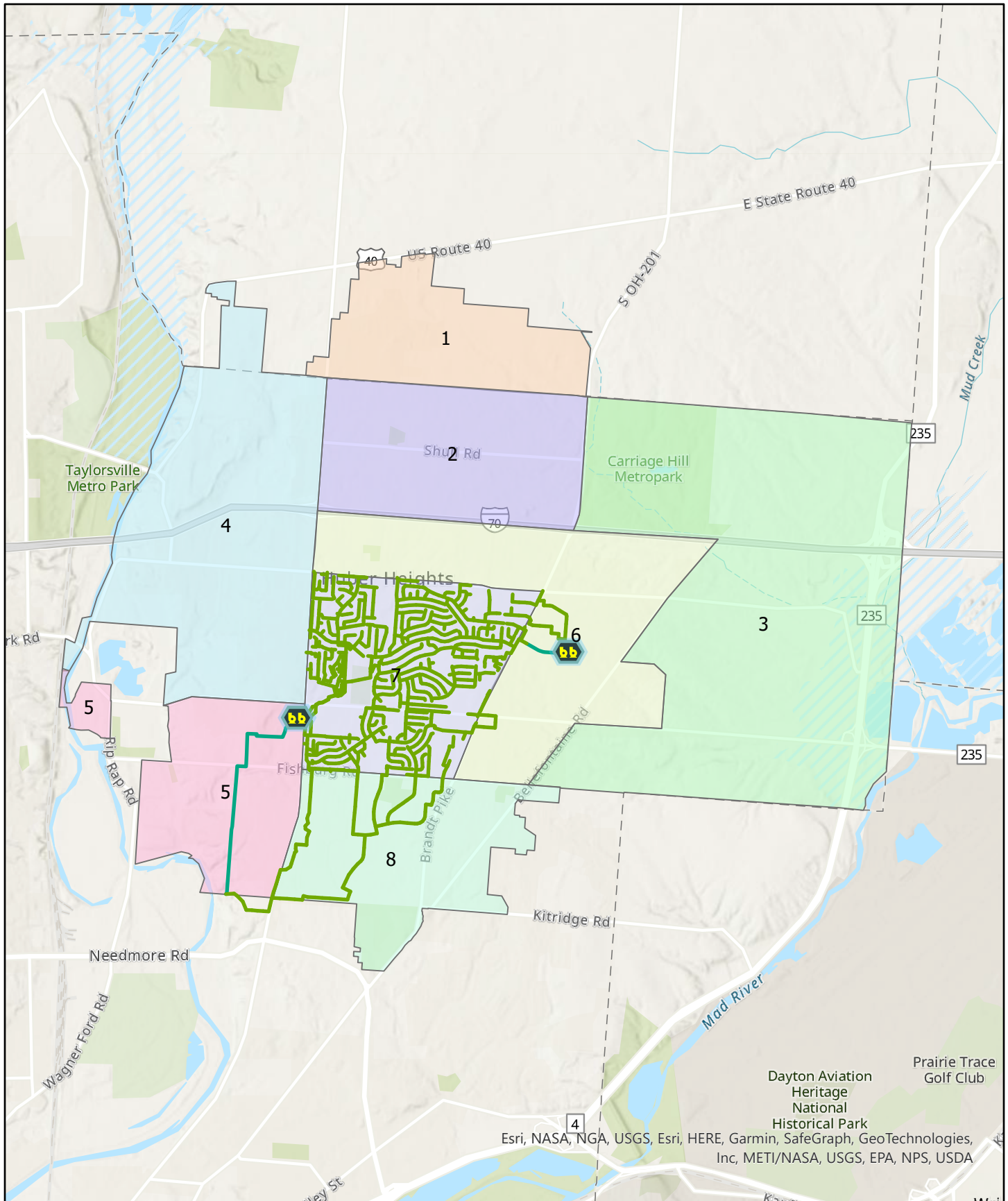
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Miles

1 inch equals 1 miles

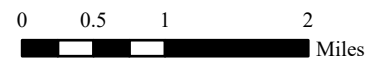


Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Infrastructure District 7 - Sanitary Sewer



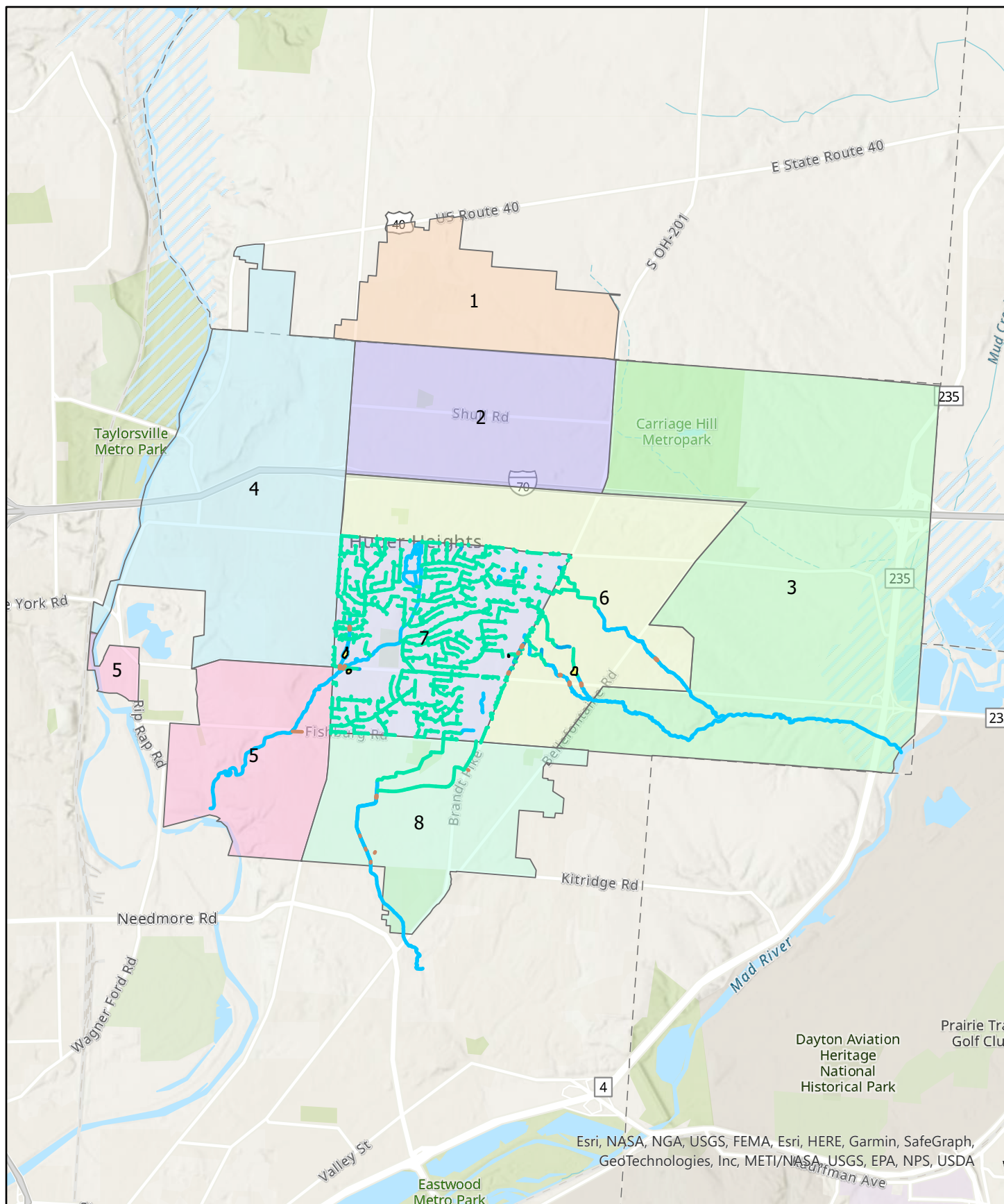
- District 7 Gravity Main
- District 7 Force Main
- bb District 7 Lift Station



1 inch equals 1 miles



Infrastructure District 7 - Stormwater



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

0 0.5 1 2
Miles

1 inch equals 1 miles



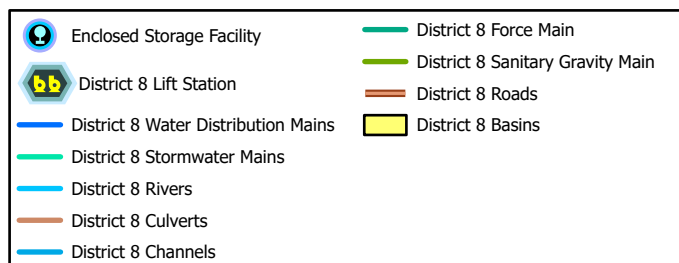
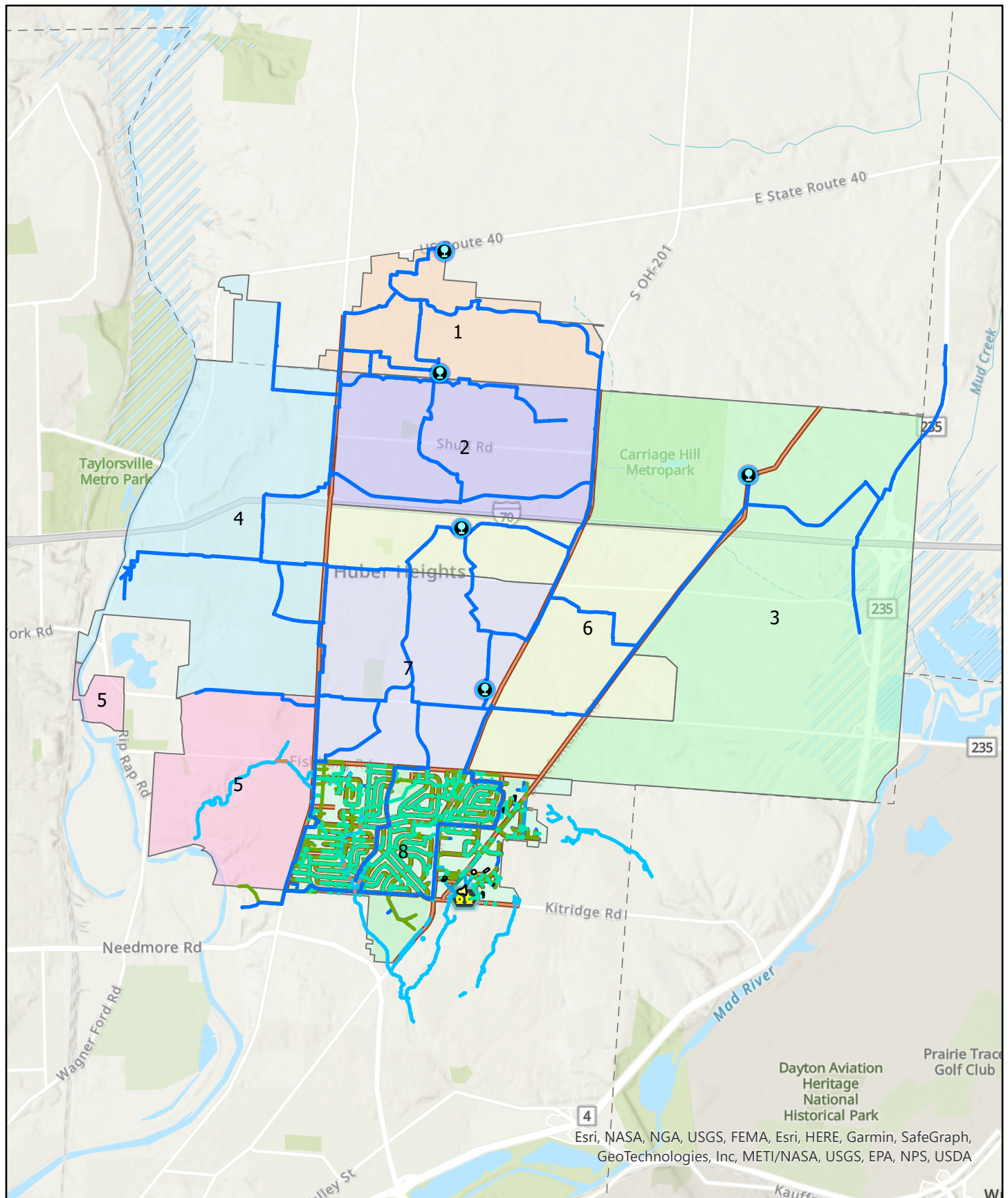
Appendix H

Infrastructure District 8



We think bigger.

Infrastructure District 8 - Overview

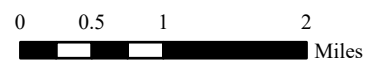
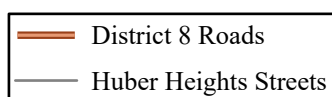
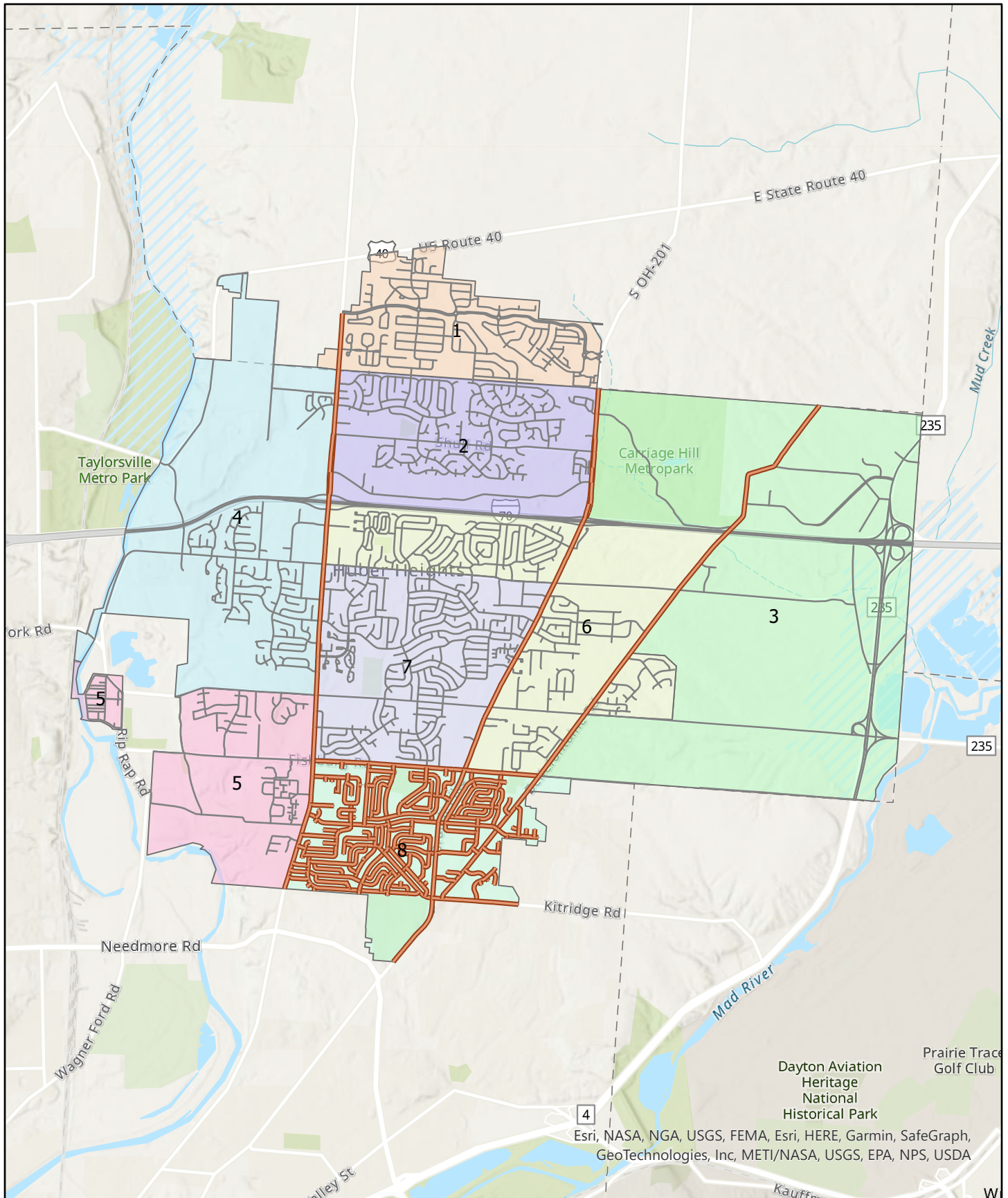


0 0.5 1 2 Miles

1 inch equals 1 miles



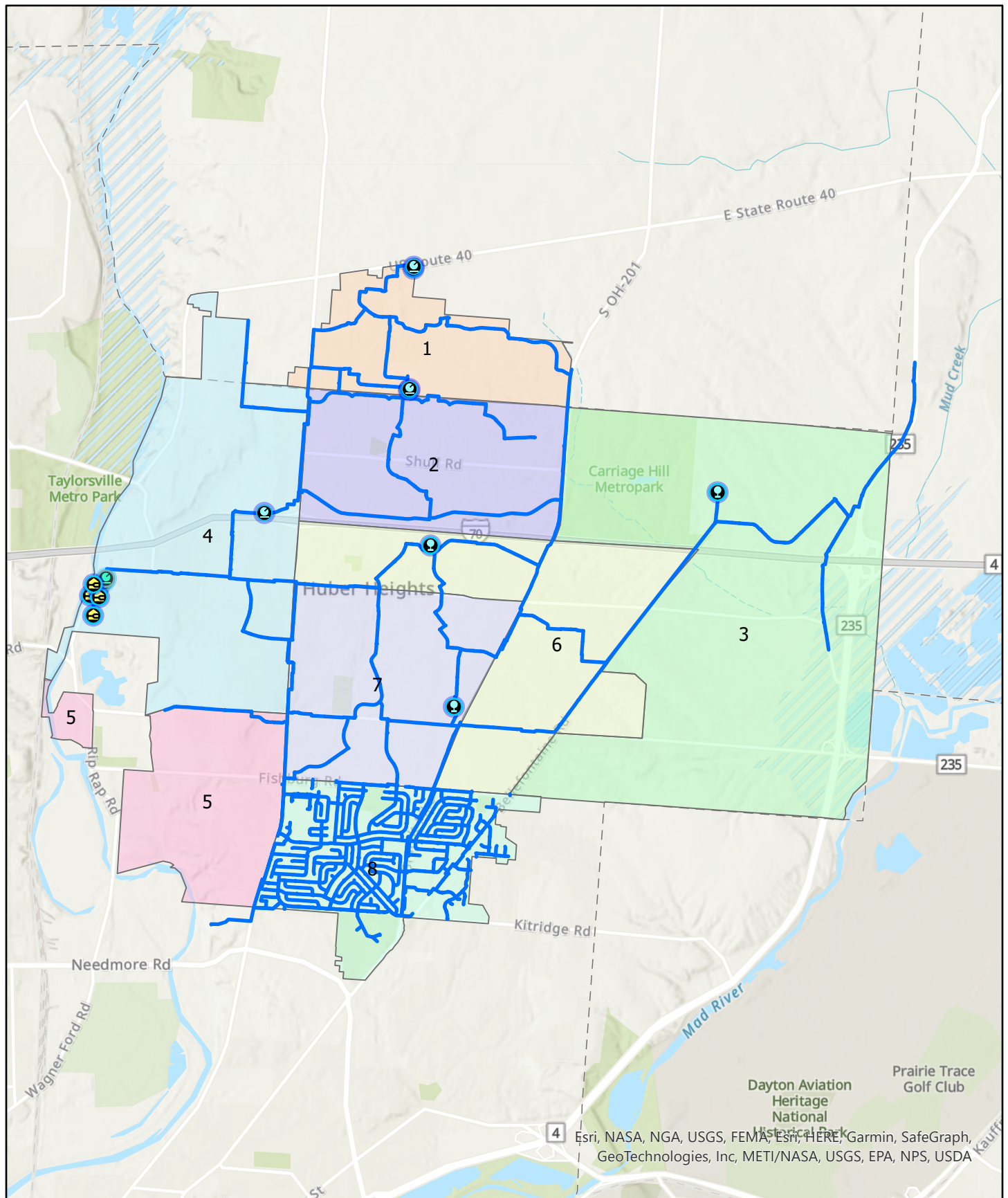
Infrastructure District 8 - Roads



1 inch equals 1 miles



Infrastructure District 8 - Water



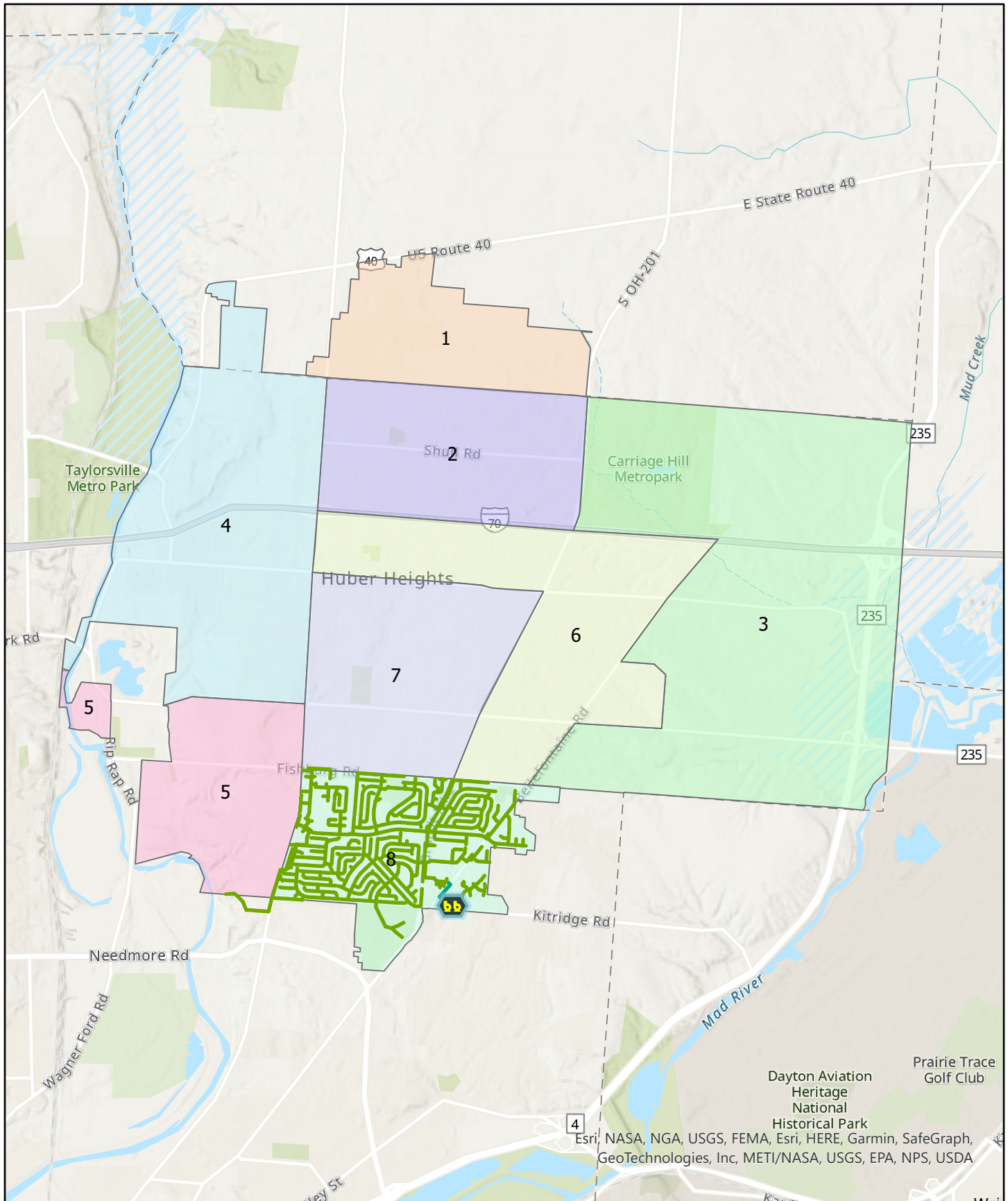
	Enclosed Storage Facility		Pump Station
	Intake		Storage Basin
	Meter Station		Treatment Plant
	Production Well		Water Distribution Mains

0 0.5 1 2 Miles

1 inch equals 1 miles



Infrastructure District 8 - Sanitary Sewer



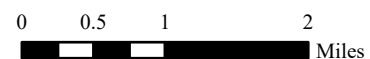
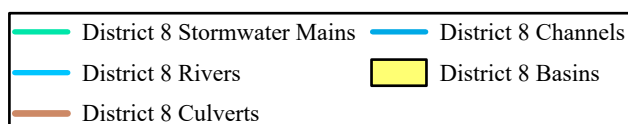
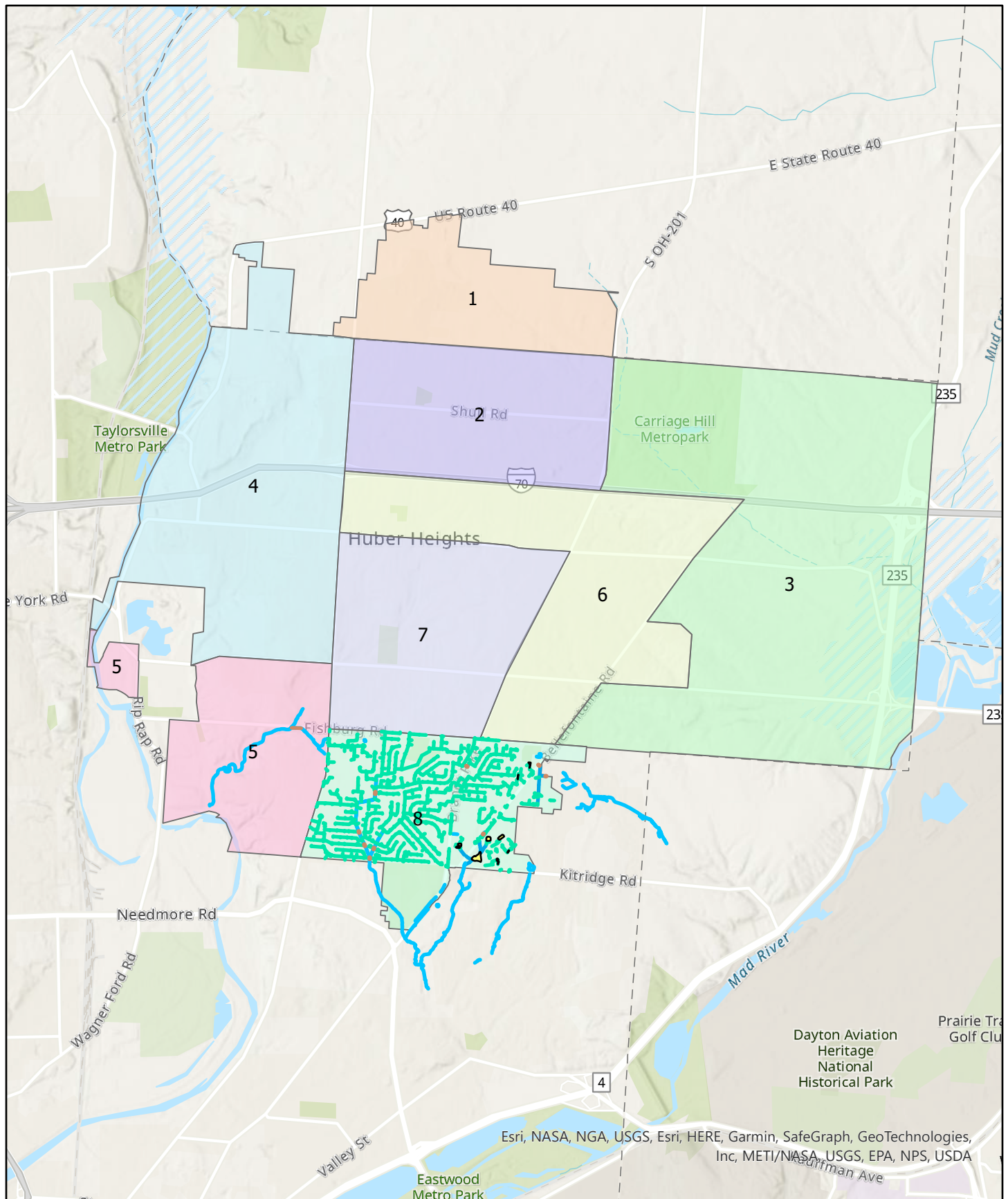
- District 8 Gravity Main
- District 8 Force Main
- bb District 8 Lift Station

0 0.5 1 2
Miles

1 inch equals 1 miles



Infrastructure District 8 - Stormwater



1 inch equals 1 miles



AI-11503

New Business H.

City Council Meeting

City Manager

Meeting Date: 04/27/2026

Street Lighting Contract

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Division: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 04/21/2026

Audio-Visual Needs: None

Legal Review: Completed

Emergency Legislation?: No

Motion/Ordinance/
Resolution No.:

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Enter Into A Full-Service Street Lighting Agreement With Miami Valley Lighting, LLC.
(first reading)

Purpose and Background

This legislation authorizes a 7-year agreement with Miami Valley Lighting to provide street lighting services throughout the City. These services include streetlight installation, service call response, repair and maintenance, and energy. The agreement sets forth a cost schedule for a variety of poles and luminaires to meet the community's aesthetic needs. Given the current inventory, the 2026 cost will be \$370,477. Annual cost increases are contractually set at:

2027: 4.00%

2028: 3.25%

2029: 2.75%

2030: 2.75%

2031: 2.75%

2032: 2.75%

Fiscal Impact

Source of Funds: Street Light Fund

Cost: \$370,447

Recurring Cost? (Yes/No): Yes

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

Financial Implications:

Attachments

Contract Summary

Resolution

Exhibit A

AES STREET LIGHT CONTRACT SUMMARY

APRIL 3, 2026



MIAMI VALLEY TECHNOLOGY
& COMMUNICATIONS GROUP

HIGHLIGHTS

AES/MVLT STREET LIGHT CONTRACT

- **OLD CONTRACT** – 10 years – The contract expired December 31, 2025, and was extended twice while negotiations continued. AES has agreed to a further extension to April 30, 2026 while communities approve the new agreement.
- **NEW CONTRACT** – 7 years – January 1, 2026 – December 31, 2032
- **HIGH PRESSURE SODIUM (HPS) LUMINAIRES** - Eliminated previous reference to HPS luminaires and added a section describing 5 tiers of LED Cobra luminaires now available to communities.
- **POLES** – The cost of providing and installing 23' or 30' spun aluminum poles has increased over 120% since 2019. We confirmed the cost MVLT is paying for the poles and with a reasonable mark up for installation, the proposed cost changes reflect current market pricing. Communities still have the option to pay for and install poles and luminaires on its own and at its sole expense. In those instances, the community may acquire energy from MVLT.

Effective January 1, 2026, except for replacement of existing wood poles, all future pole replacements will be either aluminum, spun aluminum, or fiberglass.

HIGHLIGHTS

AES/MVLT STREET LIGHT CONTRACT

- **COLLECTIVE NEGOTIATIONS**– With the planned purchase of AES Ohio and Indiana by a private holding firm, we added language to ensure that municipalities continue to have the option to negotiate a successor agreement on a collective basis.
- **EXISTING INSTALLATIONS**– Paragraph I.H. has been completely revised to reflect available options for upgrading HPS and MH luminaires with LED luminaires. As a group, approximately 85% of the luminaires have already been upgraded to LED. The current fixture inventory for your community is listed under Appendix C.
- **LIGHTING DESIGN STANDARDS**– Added a new lighting design standard in paragraph I.G.4 providing municipalities flexibility to meet community aesthetic standards.
- **BILLING AND PAYMENTS**– Added language that no installation can begin until a municipality approves, in writing, the project costs as described in a written quote submitted by MVLT and

HIGHLIGHTS

AES/MVLt STREET LIGHT CONTRACT

- **UTILITY METER CHARGES** – AES now requires that MVLt install meters where voltage cannot be supplied by existing lighting infrastructure. Most meter installations are associated with new residential developments. The monthly meter cost is \$44.26 and this amount will be added to the monthly invoice.
- **FIXTURE INVENTORY** – Added language to ensure that field conditions are included on GIS records that coincide with billing records.
- **MAINTENANCE** – Added language to clarify MVLt's responsibilities for maintenance and replacement of steel poles.
- **SMART LIGHTING PILOT PROJECT** – In paragraph II.F., language was added describing a voluntary smart lighting project that will be available to communities during a 12 month trial and be paid for by MVLt.

HIGHLIGHTS

AES/MVLt STREET LIGHT CONTRACT

- **CURRENT RATES** – The current rate structure is the lowest in the area and one of the lowest in the entire state. That will continue to be the case with the rate increases outlined below.
- **LAST RATE INCREASE** – The last rate increase of 5% occurred in 2020. Post Covid costs for labor and materials have increased significantly and were a major consideration in determining a reasonable rate structure framework that was fair to both parties.
- **NEW RATE STRUCTURE**
 - 2026 – 5.5%
 - 2027 – 4.0%
 - 2028 – 3.25%
 - 2029 – 2.75%
 - 2030 – 2.75%
 - 2031 – 2.75%
 - 2032 – 2.75%

NOTE: In the August 2026 billing cycle, municipalities will see a one-time lump sum payment applying the new rates to the period from January through April 2026.

- **NEW ANNUAL RATES** – Assuming current fixture inventory, and adding the additional meter charges referred to earlier, annual cost estimates by community are detailed in the following table

HIGHLIGHTS

AES/MVLT STREET LIGHT CONTRACT

		5.50%	4.00%	3.25%	2.75%	2.75%	2.75%	2.75%
	2025	2026	2027	2028	2029	2030	2031	2032
Beavercreek	\$75,667	\$83,158	\$85,574	\$87,260	\$92,356	\$94,749	\$97,209	\$99,736
Bellbrook	\$11,068	\$11,677	\$12,173	\$12,569	\$12,915	\$13,270	\$13,635	\$14,010
Brookville	\$81,655	\$86,983	\$90,635	\$93,546	\$96,089	\$98,703	\$101,388	\$104,147
Centerville	\$23,901	\$25,216	\$26,288	\$27,142	\$27,889	\$28,655	\$29,443	\$30,253
Clayton	\$51,021	\$54,199	\$56,431	\$58,198	\$59,939	\$61,572	\$63,251	\$64,976
Englewood	\$151,966	\$160,308	\$167,105	\$172,519	\$177,315	\$182,191	\$187,202	\$192,350
Fairborn	\$305,123	\$324,529	\$338,186	\$349,074	\$358,585	\$368,359	\$378,401	\$388,720
Germantown	\$67,594	\$72,118	\$75,106	\$77,478	\$79,683	\$81,845	\$84,067	\$86,349
Greenville	\$123,275	\$130,055	\$135,582	\$139,989	\$143,838	\$147,794	\$151,858	\$156,035
Huber Heights	\$350,020	\$370,447	\$385,581	\$397,507	\$410,034	\$421,251	\$432,777	\$444,620
Kettering	\$380,008	\$400,830	\$416,749	\$429,153	\$444,335	\$456,525	\$469,051	\$481,920
Miamisburg	\$247,657	\$262,357	\$271,878	\$279,069	\$291,409	\$299,335	\$307,479	\$315,847
Moraine	\$213,684	\$223,142	\$228,857	\$232,421	\$250,549	\$257,395	\$264,430	\$271,658
Oakwood	\$131,559	\$138,779	\$144,661	\$149,346	\$153,505	\$157,726	\$162,064	\$166,520
Riverside	\$146,330	\$155,634	\$162,181	\$167,400	\$171,960	\$176,645	\$181,459	\$186,405
Sidney	\$236,572	\$252,514	\$263,087	\$271,517	\$278,881	\$286,448	\$294,223	\$302,212
Trotwood	\$215,523	\$227,377	\$237,040	\$244,744	\$251,475	\$258,390	\$265,496	\$272,797
Troy	\$339,010	\$356,393	\$369,764	\$379,953	\$395,968	\$406,842	\$418,016	\$429,496
Union	\$234,075	\$247,368	\$257,858	\$266,221	\$273,528	\$281,035	\$288,749	\$296,675
Urbana	\$67,887	\$71,621	\$74,665	\$77,091	\$79,211	\$81,390	\$83,628	\$85,928
Vandalia	\$159,437	\$168,190	\$175,322	\$181,003	\$186,032	\$191,148	\$196,405	\$201,806
West Carrollton	\$140,627	\$148,314	\$154,569	\$159,542	\$164,085	\$168,597	\$173,233	\$177,997
Xenia	\$256,185	\$272,899	\$284,362	\$293,500	\$301,483	\$309,686	\$318,115	\$326,776
Washington Court House	\$159,092	\$168,193	\$168,193	\$130,526	\$134,101	\$137,774	\$141,548	\$145,426
Total	\$4,168,938	\$4,412,302	\$4,581,847	\$4,676,770	\$4,835,164	\$4,967,328	\$5,103,126	\$5,242,659

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A FULL-SERVICE STREET LIGHTING AGREEMENT WITH MIAMI VALLEY LIGHTING, LLC.

WHEREAS, the City of Huber Heights (the “City”) previously entered into a Full-Service Street Lighting Agreement with Miami Valley Lighting, LLC (MVL) effective January 1, 2016 for the provision and maintenance of street lighting services within the City; and

WHEREAS, the City is part of a consortium of municipalities that jointly negotiated the street lighting agreement through the Miami Valley Communications Council (MVCC); and

WHEREAS, the current street lighting agreement, as extended, is scheduled to expire on April 30, 2026; and

WHEREAS, MVCC and MVL have successfully negotiated a seven-year successor street lighting agreement for the continued provision and maintenance of street lighting services within the City; and

WHEREAS, the City Council wishes to continue to provide street lighting services under the provisions of the successor agreement.

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

Section 1. The City Manager, for and in the name of this City, is hereby authorized to execute the Full-Service Street Lighting Agreement with Miami Valley Lighting, LLC with an effective date of January 1, 2026 attached hereto as Exhibit A, and any related documents necessary to implement the agreement on behalf of the City, provided further that the approval of changes thereto by that official, and their character as not being substantially adverse to the City, as reviewed and approved to form and content by the Law Director, shall be evidenced conclusively by the execution thereof.

Section 2. This Council further hereby authorizes and directs the City Manager, Director of Finance, Law Director, Clerk of Council, or other such appropriate offices of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution.

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 _____, 2026;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

**FULL-SERVICE
STREET LIGHTING AGREEMENT**

Between

City of Huber Heights

and

Miami Valley Lighting, LLC

Effective Date: January 1, 2026

**Miami Valley Communications Council –
Negotiator for the Joint Municipalities**

CITY OF HUBER HEIGHTS

FULL-SERVICE STREET LIGHTING AGREEMENT

THIS FULL-SERVICE STREET LIGHTING AGREEMENT (“Agreement”) is entered into by and between City of Huber Heights (the “Municipality”) and **Miami Valley Lighting, LLC** (“MVLt”) effective the 1st day of January, 2026.

Recitals

WHEREAS, Miami Valley Communications Council (“MVCC”), on behalf of the municipalities of Beavercreek, Bellbrook, Brookville, Carlisle, Centerville, Clayton, Englewood, Fairborn, Germantown, Greenville, Huber Heights, Kettering, Miamisburg, Moraine, Oakwood, Riverside, Sidney, Trotwood, Troy, Union, Urbana, Vandalia, Washington Court House, West Carrollton, and Xenia (the “Joint Municipalities”), negotiated the terms of a full-service street lighting agreement with MVLt; and

WHEREAS, pursuant to the terms of this Agreement, MVLt is willing to own, maintain, and operate lighting fixtures and associated equipment (generally including luminaires, poles, masts, wiring, conduit, and connective components, hereinafter collectively referred to as “Fixtures”) on a long-term basis to provide full service lighting services to the Municipality, and the Municipality desires to purchase such full service lighting services from MVLt at prices and on terms stated herein; and

NOW, THEREFORE, the Municipality and MVLt desire to enter into this formal Full-Service Street Lighting Agreement containing all of the terms and conditions under which MVLt shall provide lighting to the streets, roads and public places within the boundaries of the Municipality.

AGREEMENT

I. PRIMARY PROVISIONS.

- A. **Term of Agreement.** The term of this Agreement shall be seven (7) years to commence on January 1, 2026, and end on December 31, 2032.
- B. **Modification and Extension.**
 - 1. Ninety (90) days prior to the expiration of the Agreement, the parties shall commence good faith negotiations for renewal of the Agreement.
 - 2. Notwithstanding any assignment of this Agreement by MVLt, the parties acknowledge and agree that MVCC, or any replacement organization serving a substantially similar function for the participating municipalities, to the extent designated by a participating municipality, shall retain the right to act as a negotiation representative on behalf of the participating municipalities on a collective basis with respect to any renewal, extension, or successor agreement to

this Agreement. For clarity, MVCC's role as negotiation representative is intended to facilitate collective discussions and shall not limit MVLt's ability to communicate directly with an individual municipality regarding day-to-day operational matters during the Term. The parties further agree to work in good faith to establish a mutually reasonable schedule for renewal discussions, including periodic meetings and exchange of proposals, consistent with Section I.B.1.

3. At the discretion of the Municipality, the Municipality may designate MVCC as its negotiation representative for the conduct of good faith negotiation for renewal or renewal with modifications of this Agreement.
 4. After such good faith negotiations, should the parties be unable to agree on new terms and conditions within thirty (30) days before the date the Agreement is to terminate, then either party, on or before December 31, 2032, may provide the other party with written notice of termination to be effective as of December 31, 2032.
 5. Nothing in this Agreement, including any assignment, shall be construed to limit, waive, or impair any rights, powers or authority of the Municipality or MVCC under applicable law, including, any non-waivable governmental or police powers and the Municipality's legally valid right-of-way, permitting, and regulatory authority. This provision must be specifically acknowledged and accepted by the assignee. Notwithstanding the foregoing, nothing in this Section I.B.5 shall be construed to relieve either party of its express obligations under this Agreement except to the extent performance is prohibited by applicable law. For clarity, the assignee acknowledgement may be satisfied by a written acknowledgement included in the assignment and assumption agreement.
- C. **Full-Service Street Lighting Defined.** Full-service street lighting ("Full-Service Street Lighting") is the provision of illumination for the streets, roads and public places within the Municipality by MVLt utilizing MVLt Fixtures (as defined in section I.D. below) and associated equipment, operated and maintained by MVLt and attached to either MVLt, Municipality, or another entity's poles. Full-Service Street Lighting also includes service calls, system maintenance, and installation of lighting fixtures as further described in this Agreement.
- D. **Definitions.** As used in this Agreement:

"Failure," "failure," or variants of such word when used in the context of a Luminaire that has failed, means that the Luminaire is not operable for reasons which cannot be resolved by a simple repair (e.g., replacement of a non-functioning lamp or photocell) or a repair to a portion of the fixture other than the Luminaire.

"Fixtures" means, depending on usage, "MVLt fixtures" (as defined below) or MVLt equipment used for lighting purposes that is attached to poles or other supporting structures owned by the Municipality or other entity.

"Luminaires" means a complete lighting unit consisting of a lamp or LED unit (and, as applicable, the ballast or LED driver) a photocell, together with the parts designed to

distribute the light, to position and protect the lamp and ballast and that portion of the wiring that connects the lamp to the wiring installed from the power supply to the lamp.

“MVLt fixtures” means and includes poles, masts, luminaires, and related wiring owned by MVLt and installed within the boundaries of the Municipality as identified in the Fixture Inventory. When required by AES Ohio, MVLt fixtures may include a meter cabinet and associated structure.

E. MVLt Fixture Removal Upon Termination.

1. Fixtures in Place as of or After January 1, 2026. If this Agreement is not renewed or replaced with an agreement extending beyond December 31, 2032, or is terminated prior to that for any reason, MVLt shall have a reasonable amount of time to remove all MVLt Fixtures that were in place as of or after January 1, 2026, at its own cost and shall be responsible to remediate the right of way upon removal consistent with then current guidelines of the Municipality for right of way restoration.
2. Safe Removal. Removal of the MVLt Fixtures by MVLt shall be coordinated with the Municipality in a manner that does not adversely impact the health, safety, and welfare of the citizens of the Municipality.
3. Underground Wiring. Any underground wiring connecting to any MVLt Fixture shall not be removed and shall be left in place in as is condition and where possible in a condition, acceptable for any future connection. Nothing herein however shall be interpreted to require MVLt to make any improvements or repairs to any underground wiring in the event of removal of MVLt fixtures.
4. No Appropriation. During the term of this Agreement, the Municipality shall not attempt to appropriate any MVLt owned street lighting assets through any type of appropriation proceeding or legislative action.

F. Monthly Charge for Full Service Street Lighting.

The pricing effective January 1, 2026, and for subsequent years of the term (“Monthly Charge”) for poles, masts, luminaires, related wiring (excluding trenching necessary for underground electric service wiring), and energy will be as set forth in Appendix A attached and incorporated herein by reference. Except as explicitly provided otherwise below, the cost-of-service calls, system maintenance, and other obligations undertaken by MVLt under this Agreement shall be provided by MVLt as part of the Monthly Charge.

- G. New Installation Charges.** This subsection I.G. applies with respect to: (i) the installation of a new pole where the new pole is not a replacement for an existing pole (ii) the incremental poles in a circumstance where multiple existing poles are replaced

by a larger number of new poles; and (iii) new Luminaires installed on existing or new poles.

Pricing for new installation (“Installation Charge”) of Luminaires and poles after the Effective Date of this Agreement shall be as set forth below. The Installation Charge shall also include any wiring and other components necessary to render the new installation operational. New installations may require an AES Ohio metered service in situations where MVLt cannot provide adequate voltage from an existing MVLt electric source. When an AES Ohio meter is required, MVLt will include the meter location in its project plan and will seek Municipality approval of the meter location prior to installation. Where possible MVLt will seek to place meters in most inconspicuous locations possible (eg. backside of pole). When underground wiring is required or requested by the Municipality, it will be the responsibility of the Municipality to provide all trenching, backfilling, pavement cuts and repairs, and associated work and/or costs for the installation of such underground wiring. MVLt will be afforded the opportunity to bid for the provision of such service. New streetlights will be installed on existing or new MVLt poles or poles owned by AES Ohio or a related entity, or Municipality provided poles. Should Municipality choose to have MVLt install a standard cobra head Luminaire on an AES Ohio or other pole, the Municipality will be responsible for any standard third-party pole attachment fee incurred by MVLt from AES Ohio or other pole owner. Any third-party expense to be incurred shall first be submitted to the Municipality for review and approval prior to incurring any such third-party expense.

1. Light Emitting Diode (“LED”) Luminaires. MVLt’s Standard lighting will include, at a minimum, the following 5-Tiers of LED cobra head lighting luminaires effective January 1, 2026: The approximate lumen output for each standard Tier is as follows:

- a. Tier I LED Cobra – 6,000 Lumens
- b. Tier II LED Cobra – 10,500 Lumens
- c. Tier III LED Cobra – 13,000 Lumens
- d. Tier IV LED Cobra – 23,000 Lumens
- e. Tier V LED Cobra – 26,000 Lumens

The associated wattage of the above fixtures will be updated from time to time as LED improvements gain efficiency over the life of the contract term.

There will be no charge for installation of new LED Cobra Luminaires on or after January 1, 2026.

2. Poles. MVLt will offer the following standard product types for new pole installations effective January 1, 2026: 23’ spun aluminum pole or a 30’ spun aluminum poles owned by MVLt. (The pole and installation cost for a 23’ spun aluminum pole will be \$4,908 and a 30’ spun aluminum pole will be \$5,442, pricing will be updated for installation projects proposed after January 1, 2027)

The Municipality may, at its sole election, choose to purchase from MVLt and own the poles that MVLt will then install, and if such election is made, cost for chosen option will be reflected in project proposal. Poles owned by the Municipality will not be subject to that portion of the Appendix A monthly charge applicable to poles. If poles other than the above standard are desired, refer to non-standard street lighting installations section below, I.G.4.

3. Reservation of Rights. The Municipality may, at its sole discretion, elect to pay for and install poles and luminaires on its own and at its sole expense. Upon such election to pay for and install poles and Luminaires, the Municipality may acquire energy for such fixtures or pay the monthly regulated energy rate tariff to the regulated entity or the metered rate.
4. Non-Standard Street Lighting Installations. Sections I.G.1. and 2. above identify the only new equipment that MVLt will be offering for new standard street light installations under this Agreement on and after January 1, 2026. If a Municipality requests special installation of a product not listed in Section I.G.1. and 2. such as alternative color temperatures, dark sky compliant, or alternative styles of lights or poles MVLt and Municipality will negotiate independent pricing for the installation and any full-service fee. Any independent price negotiation for such special installation shall be reduced to writing as an addendum to this Agreement by utilizing the Standard Special Installation Pricing Addendum form attached hereto as Appendix B.

H. Existing Installations

1. High Pressure Sodium (HPS) and Metal Halide (MH) Replacement Program.
 - a. Development/Participation in Luminaire Replacement Program. Subject to the Municipality's participation election, MVLt will develop proposals to upgrade HPS and MH Luminaries with LED Luminaries (the "Replacement Program"). A priority will be established based on a first-come, first-served basis each year.
 - b. Upon receiving notice of an election to participate in the Replacement Program by the Municipality, MVLt will be responsible for working with the Municipality on developing a proposal for replacement of HPS and MH Luminaires with LED Luminaires within the Municipality. If materials are available in MVLt stock, MVLt will complete the work within 90 days of receiving a signed proposal from the municipality.
 - c. Eligible Luminaire Replacements. The following HPS and MH fixtures are eligible for upgrade.
 - i. 50,000 Lumen Cobra Head Fixtures
 - ii. Acorn Fixtures

- iii. Traditional Fixtures
 - iv. Regal Fixtures
 - v. Teardrop Fixtures
 - vi. All Other HPS/MH Fixtures
 - d. Installation Charges. Installation charges for replacing the Eligible Luminaires will be as follows:
 - i. 50,000 Lumen Cobra Head Fixture \$100 per Luminaire
 - ii. Other Fixtures Priced Upon Request
2. Wood Pole Inspection, Treatment, and Replacement Program.
- a. MVLt shall inspect all MVLt owned wood poles at least once prior to 2032.
 - b. MVLt will replace any poles that fail the inspection and will communicate that information to the municipality. Municipality may, but is not required to, direct MVLt to replace the wood pole with a spun aluminum pole, in which case the regular charges for the installation and monthly use of the new poles shall apply. In the absence of such direction, any replacement for a wood pole shall be a wood pole. There will be a zero monthly charge for a replacement wood pole.
3. Steel Pole Replacement Option for Municipality.
- a. A representative from MVLt and the Municipality will visually inspect each steel pole prior to December 31, 2027. The results of the inspection shall be set forth in writing and shared with the Municipality. Within 30 days after receipt of the written report, Municipality shall provide to MVLt a list identifying each of the steel poles that the Municipality wants to replace. If the Municipality identifies one or more steel poles to replace with spun aluminum poles, MVLt shall develop a schedule for such replacement pole(s). The schedule for such replacements shall be in MVLt's sole discretion, but it shall consult with Municipality prior to initiating the replacement program. MVLt shall also consider scheduling requests by Municipality but is not required to make modifications to its planned replacement schedule.
 - b. There will be no separate removal or installation charge for replacement of steel poles with spun aluminum poles.
 - c. MVLt Indemnification of Municipality Regarding Steel Poles. It is agreed and recognized that Municipality has no particular expertise in the evaluation of the safety or physical integrity of steel poles. MVLt therefore agrees to hold harmless and indemnify Municipality and

Municipality's officials, employees, and contractors ("Indemnitees"), against any and all claims, liabilities, damages to property, or injuries or death of persons ("Claim") brought against Indemnitees by a non-party to this Agreement to the extent such Claim has as its basis the alleged actions or non-actions of Indemnitees with respect to the Steel Pole Replacement Option set forth herein. MVLt's indemnification shall include reimbursement for Municipality's legal expenses. MVLt shall have the right, but not the obligation, to hire its own counsel and assume control over the litigation strategy, including the negotiation and execution of settlements. Whether received by Municipality or other Indemnitee through service of process or through an informal writing threatening litigation or alleging a Claim, Municipality shall notify MVLt of any such Claim and MVLt shall have the right and opportunity to develop the initial response. Absent good cause, a failure by Municipality to notify MVLt of a Claim as set forth in the preceding sentence, shall relieve MVLt of its indemnification obligation unless MVLt received actual knowledge of the Claim in a timely manner through other means and had the opportunity to develop the initial response.

4. Lighting Design Standards.

- a. MVLt will endeavor to design all street lighting projects in strict accordance with the latest versions of ANSI, IESNA, and local municipal standards. This approach ensures every installation complies with industry best practices for illumination levels, energy efficiency, and public safety requirements.
- b. Project proposals will be presented to Municipality prior to construction for approval. Municipality may request adjustments to the design to meet the desired community aesthetics. MVLt will comply with the approved proposal.
- c. MVLt will focus on lumen output of fixtures and will not adhere to any pre-designated wattage levels which may lead to over lit areas within the community.

I. **Billing and Payment.** Invoicing by MVLt and payment by the Municipality for services provided pursuant to this Agreement shall be as set forth below:

- 1. Full-Service Street Lighting. MVLt shall invoice the Municipality on a monthly basis for Full-Service Street Lighting within the Municipality pursuant to the pricing schedule attached hereto as Appendix A. Each invoice shall provide the number and type of luminaires and poles and the rate charged for each. The Municipality shall pay the invoice for the Monthly Charge within thirty (30) days after the mailing date of the invoice. Payments received after the due date will be subject to interest at the rate of one percent (1%) per month on all balances past due, provided however, that if the Municipality contests the

amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Municipality notifies MVLt prior to the due date for payment of the fact that it is contesting and provides the reason why that portion of the bill is incorrect.

2. Pass-through of Utility Meter Charges. MVLt will update the Utility Meter Charges annually according to the amount of non-energy charges applicable on January 1. AES Ohio's current monthly customer charge for installed meters and non-energy charges for street lighting service is \$44.26 per month, which is subject to change from time-to-time pursuant to review and order of the Public Utilities Commission of Ohio. AES Ohio energy charges, however, are included in the full-service charges from MVLt to the Customer.
3. New Installations. MVLt shall invoice the Municipality for charges for new installations within ten (10) days after the completion of the new installation. The Municipality shall pay any charges for new installations within thirty (30) days after the mailing date of the invoice. Payments received after the due date will be subject to interest at the rate of one percent (1%) per month on all balances past due, provided however, that if the Municipality contests the amount of a bill, the portion of the bill which is contested in good faith will not be subject to the delayed payment charge if the Municipality notifies MVLt prior to the due date for payment of the fact that it is contesting and provides the reason why that portion of the bill is incorrect. MVLt shall submit to the requesting municipality a complete quote that is approved by the municipality, in writing, before commencing the new installation.
4. One-Time Assessment Charge. MVLt will assess a one-time charge on the Municipality's first invoice following August 1, 2026, to assess the increase in street lighting rates provided herein without interest applied to the period between January 1, 2026 and the time in which the rates are applied to the Municipality's regular monthly invoice.

II. ADDITIONAL OBLIGATIONS.

- A. Scope. MVLt shall provide the Municipality with Full-Service Street Lighting and various additional street lighting services designed to illuminate the streets, roads, and public places within the Municipality. All lights will be illuminated every night from approximately one-half hour after sunset of one day, until approximately one-half hour before sunrise of the next day. While MVLt cannot guarantee continuous service without interruption, any routine outage will be handled in accordance with the service parameters described in section II.C. below. In addition, MVLt shall provide new installations of light poles, Luminaires, and related components, service calls, system maintenance, and a Fixture Inventory as set forth in section II.B. of this Agreement.
- B. Fixture Inventory. MVLt shall maintain a complete inventory of all MVLt Fixtures, or components thereof, contained within the Municipality's corporate boundaries

(Appendix C - “Fixture Inventory”). The Fixture Inventory shall set forth the specific characteristics of all Fixtures or components thereof, and shall provide locations of all poles, luminaires, and meter cabinets. Said Fixture Inventory list shall be maintained and updated by MVLt on an ongoing basis and published to the Municipality upon request during the term of this Agreement or any extension thereof. All information gathered during field audits, descriptions of the types of luminaires and poles and locations of meter cabinets shall be kept current on digital GIS records and coordinated with billing records.

- C. **Service Calls.** The Municipality will report to MVLt all Luminaires which fail to illuminate. To the extent possible, such reports shall be made through the web-based outage reporting system that MVLt has developed and agrees to maintain in its current or modified form. The outage shall be reported by Municipality utilizing the identification data fields provided in the Fixture Inventory. Service shall be restored for minor outages (lamp, photocell, fuse, exposed wiring) within three (3) working days. MVLt will repair major outages (underground electric faults, Luminaire or pole replacements) within seven (7) working days. MVLt shall provide the Municipality with a prorated credit for each reported Luminaire not repaired within these time requirements. The prorated credit shall be accumulated and reflected by MVLt in a bill credit at least semi-annually. At the same time, for informational purposes, MVLt shall also provide a summary of the Municipality’s annual bill credit to the Executive Director of MVCC.
- D. **Maintenance.** MVLt, as part of its service and maintenance obligations, shall repair and/or replace defective or broken components; test, repair and/or replace defective street light wiring. Additionally, MVLt agrees to perform one (1) annual daytime or nighttime inspection of its street lighting equipment within the Municipality from January 1, 2026 through December 31, 2032.

All inspections performed by MVLt shall be summarized and delivered to the city manager of each Municipality via e-mail, stating the date and time of each inspection, nature of repairs made by specific pole location, and date repairs were made.

If a municipality notifies MVLt of a failing steel pole, MVLt will use best efforts to replace the pole in a timely manner at no cost to the community. MVLt will coordinate a schedule between it and the Municipality.

If a community wishes to paint steel poles, MVLt will submit pricing for the painting of those poles. If a Municipality chooses to paint poles within its community MVLt will allow this activity with completion of a signed waiver agreement. Prior to painting the Municipality is responsible for removal of all signage or other attachments made to the MVLt pole.

- E. **Fixture Changes Requested by Host Municipality.** MVLt shall relocate any Fixture, at its cost, upon receipt of written notice and instructions from the Municipality. Recognizing that some MVLt luminaires are installed on poles owned by other entities

and that MVLt can only be responsible for relocating the portion of the assets which it owns. Any equipment removed that was installed less than 10 years ago will be assessed as an early retirement charge of the current rate multiplied by the number of months remaining in this contract.

- F. **Smart Light Pilot Program.** Smart lighting replaces an existing photocell with a new 2-way communicating photocell. The standard smart lighting capabilities typically include features such as dimming, reporting outages or other types of lighting failure, and a customer portal. Some smart lighting systems will also offer additional features such as the addition of traffic sensors, cameras, or tilt sensors to notify about down poles. Smart lighting should result in significantly faster outage reporting and therefore more reliable lighting.
1. MVLt intends to begin 2 smart lighting pilots. Pilots will include the installation of a small number of smart lights within participating communities. The pilot program may be testing several different technologies and features. Features such as dimming will require pre-approval from the host community prior to testing. Pilot program will be offered without charge.
 2. Upon completion of 12 months of program participation in the pilot program, MVLt will generate a report which will be shared with all MVCC Communities and MVCC.
 3. If the pilot program was found to be successful, MVLt will develop a proposal to offer expanded deployment of smart lighting. Host Communities are under no obligation to participate in either the smart lighting pilot or further deployment. If a pilot program is discontinued without expansion, pilot smart lights will be removed and replaced with standard equipment.

III. GENERAL PROVISIONS.

- A. **Right of Way Utilization.** MVLt will be permitted to install and operate in the public right of way any of the Fixtures described in this Agreement at no cost to MVLt for use of the public right of way for the street lighting system described in this Agreement. Any such use of the public right of way shall be subject to the respective legally valid right of way ordinance for each Municipality except that any cost or fee imposed on MVLt for right of way use shall be inapplicable.
- B. **Municipality to Consider MVLt for Other Lighting Projects.** Municipality shall ensure that MVLt is considered as a potential contractor or service provider for the construction, installation, operation, or maintenance of any indoor or outdoor lighting services required by Municipality with respect to Municipality's facilities including buildings, parks and other Municipality properties. During the term of this Agreement, Municipality shall contact MVLt, place MVLt on any bidder's lists or other solicitations, and invite MVLt to bid on any project that Municipality may make with respect to lighting services. Nothing herein shall require Municipality to accept

MVLt's bid or otherwise establish a priority for MVLt's consideration. This provision is to ensure only that MVLt has an opportunity to make an offer that Municipality will consider.

- C. **Replacement of Replacement Fixtures.** The Municipality agrees that any Fixtures replaced by MVLt within the Municipality during the Term of this Agreement will remain in place during the Term of this Agreement unless replacement becomes necessary for purposes of continued safety or road construction.

D. **Dispute Resolution.**

1. In the event that Municipality has identified an MVLt Fixture that it believes has a defect in its physical integrity such that the pole or Luminaire may fall, or there is danger of electric shock, and MVLt disagrees, or if there is a disagreement regarding the steps necessary to rectify the physical defect, the parties shall first elevate the dispute to the level of Municipality Manager (or equivalent position) and MVLt Vice President, who shall meet in good faith in an attempt to resolve the dispute. With respect to those MVLt Fixtures that are subject to dispute as set forth herein, the same indemnification provided by MVLt to the Municipality relative to steel poles as referenced in section I.H.4.e. shall apply to those MVLt Fixtures until such time as MVLt replaces that portion of the MVLt Fixture that is under dispute.
2. Should any other type of dispute not addressed in section III.D.1 above arise between the parties relative to the terms of the Agreement, the offended party shall be required to provide written notice to the offending party specifying the nature of the alleged breach (the "Breach"). Within three (3) days of such written notice, the parties shall conduct a meeting in an effort to discuss and resolve the Breach. Thereafter, the offending party shall have a period of thirty (30) days to either cure the Breach or provide sufficient evidence to the offended party's satisfaction that appropriate steps are being taken by the offending party to remedy the Breach. At the end of the thirty (30) day cure period, the parties shall conduct a second meeting to make a determination whether or not the Breach has been cured and to work toward a resolution. Thereafter, if the breach remains unresolved, the offended party may pursue any and all legal remedies available at law or equity, however, the parties specifically agree that any legal action taken by either party shall be limited to arbitration rather than litigation. Any such arbitration shall be conducted under the laws of Ohio and the Commercial Arbitration Rules of the American Arbitration Association, and the venue for the arbitration shall be Dayton, Ohio.

IV. MISCELLANEOUS PROVISIONS.

- A. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.
- B. **Force Majeure.** Neither party shall be liable to the other for any act, omission, misfeasance, malfeasance or circumstance arising or resulting from events reasonably

beyond the control of either party. If a force majeure condition arises, each party will use due diligence to remove the condition and put itself in a position to carry out all of the obligations assumed hereunder.

- C. **Complete Agreement; Modification.** This Agreement supersedes all prior discussions, negotiations, understandings and agreements between the parties, written or oral (including the Letter of Intent), is intended as a complete and exclusive statement of the terms of the agreement between the parties, and may be amended, modified, or rescinded only by a written instrument executed by both parties.
- D. **No Third Parties.** Except as otherwise provided herein, this Agreement is made for the sole benefit of the Municipality and MVLt, and no other person or entity shall have any right of action of any kind hereon or be deemed to be an intended third party beneficiary of this Agreement.
- E. **Invalid Provisions.** In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- F. **Interpretive Provisions.** All exhibits and appendices referred to in and attached to this Agreement are incorporated by reference. The headings of each section and paragraph are for convenience of reference only and shall not be considered in interpreting or construing any term or condition of this Agreement. Words in the singular shall include the plural, and vice versa, and words in the masculine shall include the feminine and/or neuter, and vice-versa, where the context so requires for a reasonable interpretation of this Agreement. Except as otherwise set forth in this Agreement, for purposes of computing any time requirements under this Agreement, the term “days” shall mean all calendar days, including Saturdays, Sundays and legal holidays. All of the promises, agreements, representations and warranties made by either party are material terms of this Agreement. Time is of the essence in the performance of all obligations of the parties under this Agreement. For purposes of construction and interpretation of this Agreement, neither party shall be deemed to be the draftsman, nor shall this Agreement be interpreted or construed in favor of or against either party. Delay, failure, or partial exercise by a party of any right or remedy under this Agreement will not constitute a waiver of any right or remedy.
- G. **Binding Effect; Assignment.** The rights and obligations of each party under this Agreement shall inure to and shall be binding upon any subsidiary, affiliate, successor or permitted assignee to the extent provided below. Provided that the assignee executes an assignment and assumption agreement under which it agrees to fulfill all obligations under this Agreement, MVLt shall have the right to assign the Agreement without prior written approval of the Municipality: (1) to an assignee that is an affiliate of MVLt; (2) to an assignee that is credit-worthy as defined below; or (3) to an assignee that provides to Municipality assurances of performance in the form of (i) cash deposited in an account designated by Municipality in an amount equal to or greater than the prior six months of Municipality payments under this Agreement; (ii) a letter of credit for

the benefit of Municipality issued by a U.S. bank in an amount equal to or greater than the prior six months of Municipality payments under this Agreement; or (iii) a guarantee of performance by a credit-worthy parent company that controls assignee. A "Credit-worthy" entity under this Agreement is defined as an entity that has at least one minimum corporate or issuer credit rating of at least "BB-" from Standard & Poors Rating Services, "Ba3" from Moody's Investors Services, Inc. or "BB-" from Fitch, Inc. Any other proposed assignment of this Agreement by MVLt shall require prior written approval of the Municipality, which consent shall not be unreasonably withheld or conditioned. For purposes of this section IV.G., in determining reasonableness, the Municipality may consider such things as the prospective assignee's experience, financial condition, conduct and performance on previous contracts, facilities, management skills, and ability to properly execute the Agreement. Furthermore, upon satisfaction of the foregoing assignment requirements, the Municipality shall not unreasonably oppose the assignment and any transfer of assets necessary for the performance of this Agreement to the permitted assignee in connection with applicable regulatory approvals, provided that nothing herein shall be construed to limit the Municipality's authority or obligations under applicable law.

- H. Notices.** All notices, demands and other communications under this Agreement shall be in writing, and delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, or by express delivery service. In the alternative, notices may be delivered by facsimile or attached to electronic mail (e-mail), with confirmation of the original sent by ordinary mail. Notices shall be deemed to have been delivered on the date the party to be notified first receives the notice. All notices shall be addressed to the parties at the following addresses which may be changed only by written notice given to the other parties:

If to MVLt: Miami Valley Lighting, L.L.C.
1065 Woodman Drive
Dayton, OH 45432
Attn: Customer Account Manager, MVLt

If to Municipality: Municipality Manager
City of Huber Heights

- I. Counterparts.** This Agreement may be executed by the parties in counterparts which when taken together shall be deemed to be one original, and/or may be executed in multiple copies, each of which shall be deemed an original. All true and accurate copies of this fully executed Agreement shall be valid and binding evidence of the agreement of the parties, whether the document and/or any or all of the signatures are reproductions of an original by photocopy, facsimile transmission, electronic mail, or other method commonly accepted as accurate.

IN WITNESS WHEREOF, the parties have set their hands effective the 1st day of January, 2026.

CITY OF HUBER HEIGHTS

By: _____

Name Printed: _____

City Manager

Date: _____

MIAMI VALLEY LIGHTING, LLC

By: _____

Name Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Law Director

Date: _____

**CERTIFICATE OF FUNDS AVAILABILITY
BY MUNICIPALITY FISCAL OFFICER**

I, _____, _____ of the City of _____, hereby certify that the funds for payment of the contractual obligations set forth in the Full Service Street Lighting Agreement between the City of _____ and Miami Valley Lighting, LLC effective January 1, 2026, have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance to the extent necessary to meet the obligations of this contract maturing in the first or current fiscal year thereof.

Name: _____

Title: _____

APPENDIX A

Monthly Charges for All Fixtures and Poles Installed

Mercury Vapor Fixtures	2026	2027	2028	2029	2030	2031	2032
4,000 Mercury Traditional	\$12.63	\$13.17	\$13.60	\$13.97	\$14.35	\$14.74	\$15.15
7,700 Mercury Traditional	\$12.84	\$13.39	\$13.83	\$14.21	\$14.60	\$15.00	\$15.41

Metal Halide Fixtures	2026	2027	2028	2029	2030	2031	2032
11,700 MH Traditional	\$16.17	\$16.86	\$17.41	\$17.89	\$18.38	\$18.89	\$19.41
12,500 MH Flood	\$29.39	\$30.64	\$31.64	\$32.51	\$33.40	\$34.32	\$35.26
20,800 MH Libertyville	\$29.92	\$31.19	\$32.20	\$33.09	\$34.00	\$34.94	\$35.90
36,000 MH Libertyville	\$30.87	\$32.18	\$33.23	\$34.14	\$35.08	\$36.04	\$37.03
41,500 MH Shoebox	\$18.55	\$19.34	\$19.97	\$20.52	\$21.08	\$21.66	\$22.26

High Pressure Sodium Fixtures	2026	2027	2028	2029	2030	2031	2032
5,800 HPS Acorn	\$15.38	\$16.03	\$16.55	\$17.01	\$17.48	\$17.96	\$18.45
5,800 HPS Traditional	\$11.48	\$11.97	\$12.36	\$12.70	\$13.05	\$13.41	\$13.78
9,500 HPS Acorn	\$16.08	\$16.76	\$17.30	\$17.78	\$18.27	\$18.77	\$19.29
9,500 HPS Acorn - Cust Metered	\$14.37	\$14.98	\$15.47	\$15.90	\$16.34	\$16.79	\$17.25
9,500 HPS Cooper Acorn	\$23.78	\$24.79	\$25.60	\$26.30	\$27.02	\$27.76	\$28.52
9,500 HPS Gas Light	\$20.98	\$21.87	\$22.58	\$23.20	\$23.84	\$24.50	\$25.17
9,500 HPS Traditional	\$11.05	\$11.52	\$11.89	\$12.22	\$12.56	\$12.91	\$13.27
16,000 HPS Acorn Old Town	\$25.43	\$26.51	\$27.37	\$28.12	\$28.89	\$29.68	\$30.50
16,000 HPS Acorn Copperfield/Park Place	\$16.46	\$17.16	\$17.72	\$18.21	\$18.71	\$19.22	\$19.75
16,000 HPS Dual Heritage/16' Manchester	\$16.22	\$16.91	\$17.46	\$17.94	\$18.43	\$18.94	\$19.46
16,000 HPS Heritage/16' Manchester	\$8.64	\$9.01	\$9.30	\$9.56	\$9.82	\$10.09	\$10.37
16,000 HPS Providence	\$17.31	\$18.05	\$18.64	\$19.15	\$19.68	\$20.22	\$20.78
16,000 HPS Regal	\$24.08	\$25.10	\$25.92	\$26.63	\$27.36	\$28.11	\$28.88
16,000 HPS Regal/Taylorsville	\$29.14	\$30.38	\$31.37	\$32.23	\$33.12	\$34.03	\$34.97

High Pressure Sodium Fixtures (Continued)	2026	2027	2028	2029	2030	2031	2032
16,000 HPS Teardrop	\$23.05	\$24.03	\$24.81	\$25.49	\$26.19	\$26.91	\$27.65
27,000 HPS Flood	\$18.50	\$19.29	\$19.92	\$20.47	\$21.03	\$21.61	\$22.20
27,000 HPS Libertyville	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
27,000 HPS Teardrop	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
50,000 HPS Cobra	\$19.01	\$19.82	\$20.46	\$21.02	\$21.60	\$22.19	\$22.80
50,000 HPS Flood	\$17.88	\$18.64	\$19.25	\$19.78	\$20.32	\$20.88	\$21.45
50,000 HPS Libertyville Teardrop	\$28.25	\$29.45	\$30.41	\$31.25	\$32.11	\$32.99	\$33.90

LED Fixtures	2026	2027	2028	2029	2030	2031	2032
10,300 LED Cobra	\$20.99	\$21.88	\$22.59	\$23.21	\$23.85	\$24.51	\$25.18
11,100 LED Cobra	\$20.33	\$21.19	\$21.88	\$22.48	\$23.10	\$23.74	\$24.39
14,800 LED Cobra	\$23.93	\$24.95	\$25.76	\$26.47	\$27.20	\$27.95	\$28.72
225W LED T4FT Navion	\$16.89	\$17.61	\$18.18	\$18.68	\$19.19	\$19.72	\$20.26
5,000 LED Cooper Acorn Gen Ser	\$15.11	\$15.75	\$16.26	\$16.71	\$17.17	\$17.64	\$18.13
Tier I LED Acorn	\$15.59	\$16.25	\$16.78	\$17.24	\$17.71	\$18.20	\$18.70
Tier I LED Acorn - Cust Metered	\$14.51	\$15.13	\$15.62	\$16.05	\$16.49	\$16.94	\$17.41
Tier I LED Cobra	\$9.44	\$9.84	\$10.16	\$10.44	\$10.73	\$11.03	\$11.33
Tier I LED Cobra - 2700K	\$10.03	\$10.46	\$10.80	\$11.10	\$11.41	\$11.72	\$12.04
Tier I LED Cobra - Cust Metered	\$8.31	\$8.66	\$8.94	\$9.19	\$9.44	\$9.70	\$9.97
Tier I LED Gas Light	\$20.35	\$21.21	\$21.90	\$22.50	\$23.12	\$23.76	\$24.41
Tier I LED Granville - Green	\$22.04	\$22.98	\$23.73	\$24.38	\$25.05	\$25.74	\$26.45
Tier I LED Traditional	\$10.71	\$11.17	\$11.53	\$11.85	\$12.18	\$12.51	\$12.85
Tier I LED Traditional - Cust Metered	\$9.38	\$9.78	\$10.10	\$10.38	\$10.67	\$10.96	\$11.26
Tier II LED Acorn	\$18.43	\$19.21	\$19.83	\$20.38	\$20.94	\$21.52	\$22.11
Tier II LED Cobra	\$11.07	\$11.54	\$11.92	\$12.25	\$12.59	\$12.94	\$13.30
Tier II LED Cobra - Black	\$15.78	\$16.45	\$16.98	\$17.45	\$17.93	\$18.42	\$18.93

LED Fixtures (Continued)	2026	2027	2028	2029	2030	2031	2032
Tier II LED Cobra - Cust Metered	\$8.93	\$9.31	\$9.61	\$9.87	\$10.14	\$10.42	\$10.71
Tier II LED Dual Heritage/16' Manchester	\$46.22	\$48.18	\$49.75	\$51.12	\$52.53	\$53.97	\$55.45
Tier II LED Heritage/12' Manchester	\$27.28	\$28.44	\$29.36	\$30.17	\$31.00	\$31.85	\$32.73
Tier II LED Heritage/16' Manchester	\$28.86	\$30.09	\$31.07	\$31.92	\$32.80	\$33.70	\$34.63
Tier II LED Heritage/16' Manchester - Cust Meter	\$27.22	\$28.38	\$29.30	\$30.11	\$30.94	\$31.79	\$32.66
Tier II LED Providence	\$20.94	\$21.83	\$22.54	\$23.16	\$23.80	\$24.45	\$25.12
Tier II LED Regal	\$23.36	\$24.35	\$25.14	\$25.83	\$26.54	\$27.27	\$28.02
Tier II LED Regal - Taylorsville	\$28.26	\$29.46	\$30.42	\$31.26	\$32.12	\$33.00	\$33.91
Tier II LED Teardrop	\$22.31	\$23.26	\$24.02	\$24.68	\$25.36	\$26.06	\$26.78
Tier III LED Cobra	\$12.87	\$13.42	\$13.86	\$14.24	\$14.63	\$15.03	\$15.44
Tier III LED Cobra - Cust Metered	\$10.16	\$10.59	\$10.93	\$11.23	\$11.54	\$11.86	\$12.19
Tier III LED Flood	\$15.56	\$16.22	\$16.75	\$17.21	\$17.68	\$18.17	\$18.67
Tier III LED Libertyville - Blue	\$28.59	\$29.81	\$30.78	\$31.63	\$32.50	\$33.39	\$34.31
Tier III LED Shoebox - 480V	\$18.55	\$19.34	\$19.97	\$20.52	\$21.08	\$21.66	\$22.26
Tier III LED Teardrop	\$29.92	\$31.19	\$32.20	\$33.09	\$34.00	\$34.94	\$35.90
Tier IV LED Cobra	\$15.12	\$15.76	\$16.27	\$16.72	\$17.18	\$17.65	\$18.14
Tier IV LED Cobra - Black	\$27.15	\$28.30	\$29.22	\$30.02	\$30.85	\$31.70	\$32.57
Tier IV LED Cobra - Black - Cust Metered	\$20.50	\$21.37	\$22.06	\$22.67	\$23.29	\$23.93	\$24.59
Tier IV LED Cobra - Black/GFCI	\$29.78	\$31.05	\$32.06	\$32.94	\$33.85	\$34.78	\$35.74
Tier IV LED Cobra - Black/GFCI - Cust Metered	\$19.52	\$20.35	\$21.01	\$21.59	\$22.18	\$22.79	\$23.42
Tier IV LED Cobra - Cust Metered	\$10.75	\$11.21	\$11.57	\$11.89	\$12.22	\$12.56	\$12.91
Tier IV LED Flood	\$17.88	\$18.64	\$19.25	\$19.78	\$20.32	\$20.88	\$21.45
Tier IV LED Teardrop	\$28.25	\$29.45	\$30.41	\$31.25	\$32.11	\$32.99	\$33.90
Tier V LED Cobra	\$18.90	\$19.70	\$20.34	\$20.90	\$21.47	\$22.06	\$22.67
Tier V LED Cobra - Cust Metered	\$13.67	\$14.25	\$14.71	\$15.11	\$15.53	\$15.96	\$16.40
Tier V LED Flood	\$31.30	\$32.63	\$33.69	\$34.62	\$35.57	\$36.55	\$37.56

Poles	2026	2027	2028	2029	2030	2031	2032
12' Cast Alum Pole	\$12.59	\$13.13	\$13.56	\$13.93	\$14.31	\$14.70	\$15.10
12' Cast Alum Pole - Augusta	\$15.04	\$15.68	\$16.19	\$16.64	\$17.10	\$17.57	\$18.05
12' Cast Alum Pole - Banner Arm/No GFCI	\$14.27	\$14.88	\$15.36	\$15.78	\$16.21	\$16.66	\$17.12
12' Cast Alum Pole - Beavercreek	\$11.67	\$12.17	\$12.57	\$12.92	\$13.28	\$13.65	\$14.03
12' Cast Alum Pole - Green	\$17.12	\$17.85	\$18.43	\$18.94	\$19.46	\$20.00	\$20.55
12' Cast Alum Pole - Vandalia	\$11.51	\$12.00	\$12.39	\$12.73	\$13.08	\$13.44	\$13.81
12' Fiberglass Pole - Smooth	\$5.69	\$5.93	\$6.12	\$6.29	\$6.46	\$6.64	\$6.82
12' Fiberglass Pole - Textured	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
12' Fiberglass Pole - Replacement	\$7.81	\$8.14	\$8.40	\$8.63	\$8.87	\$9.11	\$9.36
14' Cast Alum Pole - Decatur	\$12.59	\$13.13	\$13.56	\$13.93	\$14.31	\$14.70	\$15.10
17' Direct Bury Pole	\$5.69	\$5.93	\$6.12	\$6.29	\$6.46	\$6.64	\$6.82
23' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
27' HAPCO Pole w/Clamshell	\$17.72	\$18.47	\$19.07	\$19.59	\$20.13	\$20.68	\$21.25
30' Black Spun Aluminum/10' Arm	\$15.65	\$16.32	\$16.85	\$17.31	\$17.79	\$18.28	\$18.78
30' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
30' Spun Alum Pole - Black/Green	\$14.16	\$14.76	\$15.24	\$15.66	\$16.09	\$16.53	\$16.98
30' Spun Alum Pole - Mkt St Bridge	\$20.50	\$21.37	\$22.06	\$22.67	\$23.29	\$23.93	\$24.59
30' Spun Alum Pole - Mkt St Bridge - Banner Arms	\$22.22	\$23.16	\$23.91	\$24.57	\$25.25	\$25.94	\$26.65
30' Sternburg Oxford Pole	\$11.14	\$11.61	\$11.99	\$12.32	\$12.66	\$13.01	\$13.37
35' Spun Alum Pole	\$6.07	\$6.33	\$6.54	\$6.72	\$6.90	\$7.09	\$7.28
Historically Billable Pole - Aluminum	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Historically Billable Pole - Fiberglass	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Historically Billable Pole - Steel	\$2.72	\$2.84	\$2.93	\$3.01	\$3.09	\$3.17	\$3.26
Wood Pole	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

APPENDIX B

ADDENDUM TO FULL SERVICE STREET LIGHTING AGREEMENT

THIS ADDENDUM TO FULL SERVICE STREET LIGHTING AGREEMENT ("Addendum") is entered into by and between the Municipality of _____ (the "Municipality") and **Miami Valley Lighting, L.L.C.** ("MVLt"), effective the _____ day of _____, 20____.

WHEREAS, the Municipality and MVLt entered into a Full Service Street Lighting Agreement (the "Agreement") effective as of January 1, 2026; and

WHEREAS, the Municipality has requested that MVLt install special lighting equipment that is not included in MVLt's standard inventory of lighting equipment; and

WHEREAS, pursuant to the terms of the Agreement, in the event the Municipality requests special installation of a product not listed in Appendix A to the Agreement, that the parties will negotiate independent pricing for such installation and any associated service fees.

WHEREAS, the parties have negotiated and agreed to pricing for the requested equipment and associated service fees and desire to amend the Agreement with this Addendum to reflect the agreed upon terms.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Municipality and MVLt agree as follows:

1. MVLt shall install the requested specialized lighting equipment as described in the attached product description sheets within the Municipality at the desired locations pursuant to the following pricing schedule:

- | | | |
|----|---|----------|
| a. | Cost per pole | \$ _____ |
| b. | Cost per Luminaire attached to each pole | \$ _____ |
| c. | Cost of installation of each pole and Luminaire | \$ _____ |
| d. | Total Project Cost | \$ _____ |

2. The project will include the installation of the following number of poles and Luminaire:

- | | | |
|----|-----------|-------|
| a. | Poles | _____ |
| b. | Luminaire | _____ |

3. The monthly charges for full service street lighting services for the installed poles and fixtures are as follows:

- | | | |
|----|----------------------------|----------|
| a. | Monthly cost per Luminaire | \$ _____ |
| b. | Monthly cost per pole | \$ _____ |
| c. | Total monthly cost | \$ _____ |

These costs will be billed on MVLt's monthly invoice to the Municipality for street lighting services.

4. This Addendum shall serve only to amend the Agreement to add the special pricing terms set forth herein for specialized lighting equipment, and all remaining terms of the Agreement, as they may have been amended prior to execution of this Addendum, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands on the dates written under the signature.

By: _____
Name Printed: _____
Title: _____
Date: _____

By: _____
Name Printed: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX C

The following is the starting fixture inventory as of January 1, 2026. This inventory is dynamic and is likely to change from daily operations throughout the term of the contract.

CITY OF HUBER HEIGHTS	<u>QUANTITY</u>
50,000 HPS COBRA	32
TIER I LED COBRA	1702
TIER II LED COBRA	347
TIER IV LED COBRA	165
TIER V LED COBRA	16
9,500 HPS ACORN	8
9,500 HPS GAS LIGHT	29
TIER I LED GAS LIGHT	8
9,500 HPS TRADITIONAL	8
TIER I LED TRADITIONAL	5
16,000 HPS REGAL	26
16,000 HPS REGAL - TAYLORSVILLE	4
TIER II LED REGAL	5
TIER II LED REGAL - TAYLORSVILLE	2
12' CAST ALUM POLE	28
17' DIRECT BURY POLE	49
23' SPUN ALUMINUM POLE	145
30' SPUN ALUMINUM POLE	3
BILLABLE POLE	1454
METER CABINET	4

APPENDIX D

Monthly full-service pricing of all poles and fixtures under this contract will be adjusted by the following percentages on January 1 of each year.

<u>Year</u>	<u>Adjustment</u>
2026	5.50%
2027	4.25%
2028	3.25%
2029	2.75%
2030	2.75%
2031	2.75%
2032	2.75%

AI-11498

New Business I.

City Council Meeting

City Manager

Meeting Date: 04/27/2026

Disposal Of Surplus Vehicles

Submitted By: Maria Beisel

Department: City Manager **Division:** Police

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 04/21/2026

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

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

Agenda Item Description or Legislation Title

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

Purpose and Background

This legislation authorizes the sale of one (1) Police Division CIRV (Critical Incident Vehicle), one (1) Fire Division Medic, and one (1) City Staff car to be sold at an online auction or other means of disposal.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

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

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

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

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

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

<u>VIN#</u>	<u>YEAR/MAKE/MODEL</u>	<u>ASSET TAG</u>
1FDXE45P14HA69859	2004 Ford Ambulance	P01456
1HTMNAAM49H694803	2008 Horton Medic	F-745
1GNSK2EC5FR583212	2015 Chevy Tahoe	F-813

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

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 _____, 2026;
_____ Yeas _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-11504

New Business J.

City Council Meeting

City Manager

Meeting Date: 04/27/2026

Police Division Building Renovation Project

Submitted By: Rachael Dillahunt

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

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 04/21/2026

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

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

Agenda Item Description or Legislation Title

A Resolution Authorizing The City Manager To Enter Into A Project Development Agreement With Energy Systems Group, LLC For Phase II Facility Improvements Related To The Police Division.
(first reading)

Purpose and Background

In 2020, the City entered into an Energy Savings Performance Contract (ESP Contract) with Energy Systems Group, LLC (ESG) to implement energy-efficiency improvements and facility upgrades across City operations. As part of a multi-phase facility modernization, City Staff are recommending Phase II of improvements focused on the Police Division, including dispatch and data center infrastructure. At the time of the original agreement, Phase II was expected to focus on renovating the former City Hall building, now known as the Finance, Tax, and Utility Center. Phase II is now proposed to focus on the Police Division, including dispatch operations and data center infrastructure. This phase of the project will primarily serve as a comprehensive needs assessment of the Police Division's current and future operational requirements. The assessment will determine whether the existing facility adequately supports current staffing levels, service demands, and operational functions, and will identify future space, technology, and infrastructure needs as the City continues to grow. This evaluation will also explore potential renovation, expansion, or reconfiguration options to ensure the facility aligns with long-term public safety objectives.

The proposed Project Development Agreement (PDA) authorizes ESG to provide professional design, evaluation, and pre-construction services to advance this phase of the project to approximately 20% design, producing conceptual layouts and preliminary cost estimates to support future decision-making. This project is the final major municipal facility to be evaluated and modernized as part of the City's broader facility improvement strategy, ensuring that all core operations align with current and future service demands. The Project Development Agreement has been reviewed and approved by the Law Director.

Fiscal Impact

Source of Funds: N/A
Cost: \$137,550
Recurring Cost? (Yes/No): No
Funds Available in Current Budget? (Yes/No): N/A
Financial Implications:

The Project Development Agreement sets the cost at \$137,550 for the 20% design and evaluation phase. Payment may be deferred if the City proceeds to the next phase of development. If the City elects not to proceed, payment for the deliverables is due.

This phase does not obligate the City to proceed with construction or any additional phases and is intended to inform future capital investment decisions.

Attachments

Project Development Agreement
Resolution

Project Development Agreement

**City of Huber Heights
6151 Brandt Pike
Huber Heights, OH 45424**

Between
AND

**Energy Systems Group, LLC
9877 Eastgate Court
Newburgh, IN 47630**

THIS PROJECT DEVELOPMENT AGREEMENT ("PDA") is entered into as of the _____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF HUBER HEIGHTS, OHIO, a municipal corporation (the "City"), and ENERGY SYSTEMS GROUP, LLC, an Indiana limited liability company ("ESG").

WHEREAS, the City and ESG are parties to that certain Energy Savings Performance Contract dated October 29, 2020 (the "ESP Contract"), pursuant to which ESG provides energy efficiency and related facility improvement services to the City; and

WHEREAS, the ESP Contract and the Request for Qualifications for an Energy Savings Performance Contract that preceded it expressly contemplate that the City may elect to implement energy efficiency and related facility improvement services using a multi-phase delivery approach; and

WHEREAS, the City desires to retain ESG to provide professional development, analysis, and preconstruction services related to Phase II of the facility improvements for the City's Police Department, Dispatch, and IT located at 6121 Taylorsville Road ("Facility") (such improvements referred to herein as the "Phase II Project"); and

WHEREAS, the City has determined that the services contemplated under this separate and independent agreement may be provided without amending the ESP Contract, and that it is appropriate to enter into this PDA to establish the terms and conditions under which ESG shall perform such Phase II Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the City and ESG agree as follows:

ESG and the City hereby agree as follows:

1. **Scope Development**

ESG agrees to perform a 20% design for the Facility that would result in budget pricing for the Phase II Project. ESG intends to follow a coauthored 20/60/90 design process which will commence with a kickoff meeting to discuss a clearly defined use of the Facility, design element goals for the Phase II Project, and set the expected budget for the Phase II Project. The scope of work for this PDA (the "Services") is included in Appendix A.

The City agrees to cooperate with ESG to facilitate the evaluation and project development. ESG will provide City with a preliminary assessment that may include, but is not necessarily limited to, the following scope items:

- A. Architectural Enhancements of the Existing Building
- B. Construction of New Auxiliary Facility
- C. Site Utilities
- D. Interior and Exterior Lighting
- E. Building Envelope (roof, masonry, fenestration)
- F. HVAC

- G. Renewable Energy/Resiliency
- H. Electrical
- I. Plumbing
- J. Life Safety

2. City Data Collection

To facilitate the design process, City agrees to furnish to ESG accurate and complete data including:

- Original building plans and as-built drawings
- Utility usage data (electric, gas, water) for the last 12 months
- Existing facility condition reports or assessments
- Maintenance records, capital project history, and system manuals
- Security and access control protocols for site entry

City makes no representation or warranty as to the completeness or accuracy of any information provided, and ESG shall remain responsible for independently verifying all information relied upon in performing the Services.

3. Price and Payment Terms

In consideration of these Services, the City agrees to pay ESG a fee of **\$137,550** (the "PDA Fee"). The City may elect to defer payment of the PDA Fee by entering into a subsequent agreement with ESG to proceed with the next stage of development. Such agreement shall include compensation for continuation of design development to the 60% level, which would include contract grade construction pricing. If City elects not to proceed with the next stage of development, the City shall pay ESG the PDA Fee within 60 days of receipt of the Deliverables as defined in Appendix A.

ESG is undertaking work under this PDA with the understanding that the City retains sole and absolute discretion whether to proceed with any subsequent phase, and no reliance or expectation of future work is created hereby.

City acknowledges that ESG's performance under this PDA is not contingent upon the City's creditworthiness or ability to qualify or obtain financing for its execution of a Phase II Project. If the City is not able to obtain financing, for any reason, ESG will nonetheless be entitled to receive the PDA Fee.

Upon City's payment of the PDA Fee to ESG, the City and ESG shall be released from all obligations under this PDA..

4. Timeline

City agrees to work in good faith with ESG during the 20% development process. City shall provide ESG with access to the Facility during normal working hours for the purpose of gathering information required for the development and will cooperate with ESG by providing timely, complete, accurate, and pertinent information as requested. To the extent permitted by applicable law, City agrees that it will not, for a period of six months following receipt of the Deliverables, actively solicit, review, or consider other proposals that offer to implement the Phase II Project.

It is the intent and commitment of the parties to work diligently, and to cause others under their direction to work diligently, toward meeting or exceeding the following estimated timeline goals:

Activity	Completion Date
Present to Council Work Session	4/21/26
Council Approval	4/27/26
PDA Executed	4/28/26
Stakeholder Kickoff Meeting	4/30/26
Preliminary Assessment Options (≈20%)	6/8/26
City Review Period	6/22/26
Estimation of Capital Investment Based on \$/square foot	6/29/26

5. Force Majeure

Neither party shall be in breach of its non-financial obligations under this PDA or incur any liability to the other party for any losses or damages of any nature whatsoever incurred by the other party if and to the extent such losses or damages are caused by a Force Majeure Event. A "Force Majeure Event" is (a) any event beyond the control of the affected party including governmental action, act of war, terrorism, strike, civil disturbance, exceptional adverse weather conditions, fires, floods, epidemics, quarantine restrictions or nationwide and worldwide health crises, (b) which the affected party cannot avoid even by using its best efforts and (c) causes such affected party to be unable to comply with all or a material part of its obligations under this PDA.

6. Confidentiality

The Parties acknowledge that while ESG performs services under this PDA, each Party will have access to confidential information and intellectual property, including but not limited to cost information, systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, designs, and other trade information and/or intellectual property relating to the other Party ("Confidential Information").

Recognizing that City is a public entity subject to Ohio public records laws, including Ohio Revised Code Chapter 149, Confidential Information shall be disclosed by the City to the extent required by law, without liability to ESG. . ESG may make copies of only that Confidential Information necessary for performing the evaluation. Upon either Party's request, both Parties will return or destroy all such information and all documents, data and other materials in their control that contain or relate to such Confidential Information, with the exception of any such records that are required under the Party's record retention policy, in which case such records shall otherwise remain subject to the confidentiality obligations described herein.

Notwithstanding anything contained herein to the contrary, the Parties' obligations of confidentiality with respect to Confidential Information shall survive for a period of one year following expiration of this PDA pursuant to Section 7, below.

The Parties agree to keep and maintain confidentiality regarding its undertaking of the obligations under this PDA. ESG shall coordinate its services only through designated City representatives and shall provide information regarding the evaluation to only those persons approved by City.

7. Miscellaneous Provisions

This PDA cannot be assigned by either party without the prior written consent of the other party. This PDA is the entire agreement between ESG and the City and supersedes any prior oral understandings, written agreements, proposals, or other communications between ESG and City

with respect to development of the Phase II Project. Any change or modification to this PDA will not be effective unless made in writing and signed by both parties. The written instrument must specifically indicate that it is an amendment, change, or modification to this PDA.

This PDA shall be enforced and interpreted in accordance with the laws of the State of Ohio. Any legal action arising out of or relating to this PDA shall be brought in a court of competent jurisdiction located in Montgomery County, Ohio. Nothing herein shall be construed as a waiver of the City's statutory immunities or defenses under Ohio law, including but not limited to Chapter 2744 of the Ohio Revised Code. .

8. Limitation of Liability.

In no event shall either party be liable for indirect, consequential, special, speculative, punitive, or remote damages. ESG's aggregate total liability on all claims, whether in contract, warranty, tort, strict liability, indemnity, or otherwise, arising out of the performance or nonperformance of this PDA, shall in no event exceed the total amount paid to ESG for its services hereunder. ESG shall have no responsibility to City or others for any use of the work product/deliverables provided under this PDA or any other information provided by ESG unless the Phase II Project is implemented through a subsequently-executed Phase II contract with ESG.

9. PDA Expiration

This PDA will expire upon the occurrence of any of the following: (a) the Parties' full execution of a subsequent contract for the development or implementation of the Phase II Project or a substantially similar version thereof; (b) twelve months following the latest date of execution, identified below; or (c) the Parties' written mutual consent to terminate.

City's obligation to pay ESG in accordance with Section 3 shall not be impacted by the expiration or termination of this PDA.

[Remainder of this Page Left Intentionally Blank; Signature Page to Follow]

Energy Systems Group, LLC	City of Huber Heights
Authorized Signature:	Authorized Signature:
Print Name: Anthony Martin	Print Name:
Title: Vice President	Title:
Date:	Date:

Appendix A

Facility Included:

- Existing Police Department at 6121 Taylorsville Rd.

20% Preliminary Assessment phase – Scope of Services:

The scope below would apply to all Facility unless indicated otherwise.

General

- Obtain and review current PDF versions of building drawings.
- Document existing “below ceiling” conditions via the use of 3-D scanning camera and spot verify actual building dimensions and create a CAD base floor plan. The team will also review existing conditions to determine feasibility to repurpose some of the existing spaces, evaluating process and flow through the building for more efficient operations. A building-wide mechanical, electrical and plumbing systems evaluation will be conducted, and a report generated documenting the findings and recommended courses of action.
- Facilitate a programming meeting to understand space needs for each department. This is intended to be a single meeting with all stakeholders but may require a limited number of separate meetings as necessary.
- Present the final floor plan concept design, MEP study and probable cost of construction to the City. The opinion of probable cost of construction budget will be presented as a range based upon the cost per square foot of construction costing method.
- Attend a City Council work session to present the overall concepts and projected Costs.
- Tour existing office spaces to understand existing layouts, space adjacency relationships and workflows.
- Develop a Building Program that lists all building and space areas and assigns a recommended square footage to each space.
- Develop a space bubble diagram concept that illustrates how the programmatic areas will fit within the existing building limits.
- Develop up to three floor plan concepts or variations and discuss and review with the user teams. Select a concept to finalize and develop further.

Deliverables

- PDF versions of concept floor plans.
- MEP study for each location.

- Opinion of probable costs for each concept based on “per square foot” methodology.

Clarifications

The following are specifically excluded from this scope of services:

- Environmental (or other) assessments.
- Environmental permitting assistance or review.
- LEED certification services.
- Exterior irrigation.
- Redesign due to overall budget constraints may warrant a change in scope and will be addressed on a case-by-case basis for the purpose of fee adjustment.

020251\00610\4913-4245-6718.1

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH ENERGY SYSTEMS GROUP, LLC FOR PHASE II FACILITY IMPROVEMENTS RELATED TO THE POLICE DIVISION.

WHEREAS, the City of Huber Heights (the “City”) is committed to improving its public facilities and providing a more efficient and functional space for city operations and community services; and

WHEREAS, on August 10, 2020, the City Council adopted Resolution No. 2020-R-6897, which authorized the City Manager to negotiate terms of a Project Development Agreement with Energy Systems Group, LLC (ESG) to implement energy-efficiency improvements and facility upgrades across City operations; and

WHEREAS, on October 12, 2020, the City Council adopted Resolution No. 2020-R-6921, which authorized and directed the City Manager, upon review and approval by the Law Director, to execute the agreement with ESG; and

WHEREAS, the ESG agreement is a multi-phase approach to facility modernization, allowing the City to evaluate and implement additional improvements as needed; and

WHEREAS, City Staff is recommending advancement of Phase II of improvements, now focused on the Police Division, including dispatch operations, and data center infrastructure; and

WHEREAS, Phase II was originally anticipated to focus on the renovation of the former City Hall building, now known as the Finance, Tax, and Utility Center, but has since been reprioritized to address the City’s public safety operational needs; and

WHEREAS, this phase of the project will serve as a comprehensive needs assessment of the Police Division’s current and future operational requirements, including evaluation of staffing levels, service demands, facility functionality, and long-term space, technology, and infrastructure needs; and

WHEREAS, the assessment will also explore potential renovation, expansion, or reconfiguration options to ensure the facility aligns with the City’s long-term public safety objectives; and

WHEREAS, the proposed Project Development Agreement (PDA) with ESG will provide professional design, evaluation, and preconstruction services to advance the project to approximately 20% design, including conceptual layouts and preliminary cost estimates to support future decision-making.

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

Section 1. The City Manager is hereby authorized to enter into a Project Development Agreement with Energy Systems Group, LLC (ESG) for Phase II facility improvements related to the Police Division, including needs assessment, conceptual design, and preliminary cost evaluation services at a cost not to exceed \$137,550.00.

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

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

Passed by Council on the _____ day of _____, 2026;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date