



**CITY OF HUBER HEIGHTS  
STATE OF OHIO**

**City Council Work Session**

**April 7, 2026  
6:00 P.M.**

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

1. **Call Meeting To Order/Roll Call**
2. **Approval Of Minutes**
  - A. March 16, 2026
3. **Work Session Topics Of Discussion**
  - A. City Manager Report
  - B. 2026 Rehabilitation Of Sewer Lines Project - Award Contract
  - C. Rip Rap Water Treatment Plant - Iron Filter Media Replacement - Award Contract
  - D. Brandt Pike Lift Station - Solicit Bids
  - E. Purchase Of Snowplow Dump Truck
  - F. Purchase Of Front End Loader
  - G. City Staffing Levels/Table Of Organization

- H. Supplemental Appropriations
  
- I. County Assessments Authorization - Grass/Trash/Property Maintenance/Water Main Extensions
  
- J. CRA Agreement Amendment - Simms Development - The Gables
  
- K. Hawthorne Ridge - Development Agreement
  
- L. City Liquor Permits - 2026 Annual Objections
  
- M. 2026 First Suburbs Consortium Appointment
  
- N. Board And Commission Appointments
  - \* Parks And Recreation Board - Appointment
  
  - \* Parks And Recreation Board - Reappointments
  
  - \* Personnel Appeals Board - Reappointment

4. **Adjournment**

**AI-11438**

**Topics Of Discussion** A.

**Council Work Session**

**Meeting Date:** 04/07/2026

City Manager Report

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 04/07/2026

**Audio-Visual Needs:** SmartBoard **Legal Review:** Not Needed

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

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**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).

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**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:**

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**Attachments**

*No file(s) attached.*

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AI-11449

Topics Of Discussion B.

**Council Work Session**

**Meeting Date:** 04/07/2026

2026 Rehabilitation Of Sewer Lines Project - Award Contract

**Submitted By:** Hanane Eisentraut

**Department:** Assistant City Manager - Public Services

**Council Committee Review?:** Council Work Session

**Audio-Visual Needs:** None

**Emergency Legislation?:** No

**Division:** Engineering

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

**Legal Review:** Not Needed

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

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**Agenda Item Description or Legislation Title**

2026 Rehabilitation Of Sewer Lines Project - Award Contract

**Purpose and Background**

This legislation will authorize a contract with United Survey, Inc. as the lowest and best bidder for the 2026 Rehabilitation Of Sewer Lines Project at a cost not to exceed \$423,500. The Sewer Fund will be utilized for this project.

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**Fiscal Impact**

**Source of Funds:** Sewer Fund

**Cost:** \$423,500

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

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**Attachments**

Bid Results

Map

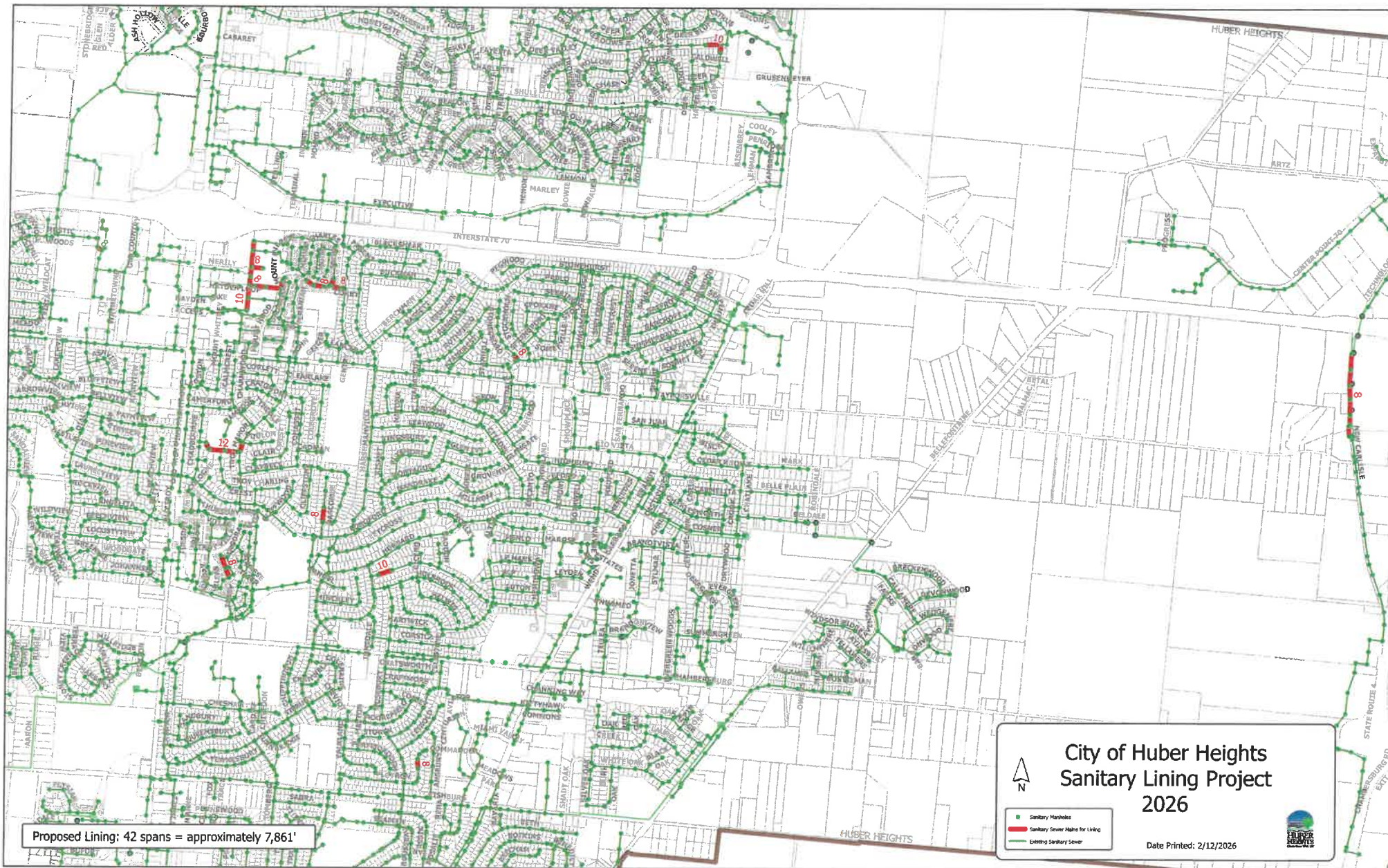
Resolution

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**CITY OF HUBER HEIGHTS**  
**2026 REHABILITATION OF SEWER LINES**  
**BID RESULT**  
**BID DATE: MARCH 13, 2026**

CONTRACTOR'S NAME	BID AMOUNT	
Ulliman Schutte	No Bid	
	Bid Bond - Yes	
United Survey	\$384,980	150 Calendar Days
	Bid Bond - Yes	
Insituform	\$504,231	60 Calendar Days
	Bid Bond - Yes	
Inliner	\$499,458	90 Calendar Days
	Bid Bond - Yes	



Proposed Lining: 42 spans = approximately 7,861'

**City of Huber Heights  
Sanitary Lining Project  
2026**

Date Printed: 2/12/2026

- Sanitary Manholes
- Sanitary Sewer Main to be Lined
- Existing Sanitary Sewer

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT FOR THE 2026 REHABILITATION OF SEWER LINES PROJECT.

WHEREAS, the City Council by Resolution No. 2026-R-7649 has previously authorized the securing of bids for the 2026 Rehabilitation Of Sewer Lines Project; and

WHEREAS, construction bids were received by the City on March 13, 2026; and

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

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

Section 1. The City Manager is hereby authorized to enter into a contract for the 2026 Rehabilitation Of Sewer Lines Project with United Survey, Inc. as the lowest and best bidder at a cost not to exceed \$423,500.00 on the terms and conditions as substantially set forth in the bid documents.

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

AI-11446

Topics Of Discussion C.

**Council Work Session**

**Meeting Date:** 04/07/2026

Rip Rap Water Treatment Plant - Iron Filter Media Replacement - Award Contract

**Submitted By:** Hanane Eisentraut

**Department:** Assistant City Manager - Public Services

**Division:** Engineering

**Council Committee Review?:** Council Work Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Rip Rap Water Treatment Plant - Iron Filter Media Replacement - Award Contract

**Purpose and Background**

Two quotes were received for the replacement of media cell B in five iron filters located at the Rip Rap Road Water Treatment Plant, one from National Water Services, LLC at a cost of \$535,000 and one from Peterson Construction Company at a cost of \$648,000. This legislation will authorize a contract with National Water Services at a cost not to exceed \$588,500. Replacing the filter media is essential to guarantee maximum operational efficiency, consistent water quality, and adherence to compliance standards. Periodic replacement of the filter media is critical, which also extends the life of the unit and enhances overall productivity. The Water Fund will be utilized for the costs of this project.

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**Fiscal Impact**

**Source of Funds:** Water Fund

**Cost:** \$588,500

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

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**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2026-R-

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).

WHEREAS, regular media replacement is vital to maintain optimal water quality, optimize system efficiency, ensure regulatory compliance, extend filter life, and enhance productivity; and

WHEREAS, National Water Services, LLC. is a uniquely qualified firm to perform this type of service; and

WHEREAS, funds are available in the 2026 Engineering Capital Budget to cover the cost of this work.

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

Section 1. The City Manager is hereby authorized to enter into a contract for the Replacement Of Media Cell B In Five Iron Filters Project with National Water Services, LLC at a cost not to exceed \$588,500.00.

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

AI-11445

Topics Of Discussion D.

**Council Work Session**

**Meeting Date:** 04/07/2026

Brandt Pike Lift Station - Solicit Bids

**Submitted By:** Hanane Eisentraut

**Department:** Assistant City Manager - Public Services

**Division:** Engineering

**Council Committee Review?:** Council Work Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

**Agenda Item Description or Legislation Title**

Brandt Pike Lift Station - Solicit Bids

**Purpose and Background**

This legislation will authorize the solicitation of bids for the Brandt Pike Sanitary Lift Station Project. The design of this project has been completed by LJB, Inc. The new lift station will replace the existing Brandt Pike and Walmart lift stations. The new lift station will be located on the City's available property adjacent to the Walmart lift station and will tie in to the existing 10-inch force main near the Brandt Pike lift station. Both of the existing lift stations will remain in service while the new lift station, force main, and gravity sewer are being constructed. The Sewer Fund will be utilized to construct this project.

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

**Attachments**

Resolution

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2026- R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE CONSTRUCTION OF THE BRANDT PIKE SANITARY LIFT STATION PROJECT.

WHEREAS, engineering plans, specifications and cost estimates have been completed by LJB, Inc.; and

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

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

Section 1. The City Manager is hereby authorized to solicit, advertise, and receive responses from qualified firms for the construction of the Brandt Pike Sanitary Lift Station Project at a cost not to exceed \$2,000,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-11442

Topics Of Discussion E.

**Council Work Session**

**Meeting Date:** 04/07/2026

Purchase Of Snowplow Dump Truck

**Submitted By:** Linda Garrett

**Department:** Assistant City Manager - Public Services

**Division:** Public Works

**Council Committee Review?:** Council Work Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Purchase Of Snowplow Dump Truck

**Purpose and Background**

This legislation authorizes a contract to purchase one Class 7 snowplow dump truck and appurtenant equipment for the Public Works Division and waives the formal bidding requirements.

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**Fiscal Impact**

**Source of Funds:** Public Works Budget

**Cost:** \$350,000

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

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**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2026-R-

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.

WHEREAS, the need exists in the Public Works Division for one (1) Class 7 snowplow dump truck to assist in snow removal and overall duties; and

WHEREAS, pricing for one (1) Class 7 snowplow dump truck cab and chassis meeting the specifications of the Public Works Division is available through the State of Ohio Department Of Administrative Services Cooperative Purchasing Program; and

WHEREAS, only one source of the necessary appurtenant equipment compatible with the one (1) Class 7 snowplow dump truck is reasonably available.

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

Section 1. In accordance with the Huber Heights Codified Ordinances, Council hereby waives the requirements to formally bid the purchase of one (1) Class 7 snowplow dump truck provided the aggregate price with the necessary appurtenant equipment does not exceed \$230,000.00. In accordance with Section 171.12(a)(1) of the Huber Heights Codified Ordinances, Council hereby waives the requirements to formally bid the necessary equipment appurtenant to said (1) Class 7 snowplow dump truck and awards the purchase and installation of the appurtenant equipment to K.E. Rose as the sole source provider.

Section 2. The City Manager is hereby authorized to contract for the purchase of one (1) Class 7 snowplow dump truck and the necessary appurtenant equipment thereto for the Public Works Division with the vendor providing the lowest and best price as determined by the Public Works Division for Fiscal Year 2026 in an amount not to exceed \$230,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-11441

Topics Of Discussion F.

**Council Work Session**

**Meeting Date:** 04/07/2026

Purchase Of Front End Loader

**Submitted By:** Linda Garrett

**Department:** Assistant City Manager - Public Services

**Division:** Public Works

**Council Committee Review?:** Council Work Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

Purchase Of Front End Loader

**Purpose and Background**

This legislation authorizes the purchase of one (1) John Deere front end wheel loader and appurtenant equipment for the Public Works Division and waives the formal bidding requirements.

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**Fiscal Impact**

**Source of Funds:** Public Works Budget

**Cost:** \$250,000

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

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**Attachments**

Resolution

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CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2026-R-

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.

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

WHEREAS, the pricing for one (1) John Deere front end wheel loader and appurtenant equipment which meets the specifications of the Public Works Division is available through the Sourcewell Contract.

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

Section 1. In accordance with Section 171.09 of the Huber Heights Codified Ordinances, Council hereby waives the requirements to formally bid the purchase of one (1) John Deere front end wheel loader and appurtenant equipment. In accordance with Section 171.12(a)(1) of the Huber Heights Codified Ordinances, Council hereby waives the requirements to formally bid the purchase of one (1) John Deere wheeled front end loader.

Section 2. The City Manager is hereby authorized to purchase one (1) John Deere front end wheel loader and appurtenant equipment thereto for the Public Works Division from Murphy Tractor and Equipment Company located at 1015 Industrial Park Drive, Vandalia, Ohio 45377 in Fiscal Year 2026 in an amount not to exceed \$250,000.00.

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

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

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

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AI-11450

Topics Of Discussion G.

**Council Work Session**

**Meeting Date:** 04/07/2026

City Staffing Levels/Table Of Organization

**Submitted By:** Katie Knisley

**Department:** City Manager

**Division:** Human Resources

**Council Committee Review?:** Council Work Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

**Agenda Item Description or Legislation Title**

City Staffing Levels/Table Of Organization

**Purpose and Background**

This legislation establishes the staffing levels for all departments/divisions within the City.

Staff is recommending the following amendments to the staffing levels and organizational chart:

- Abolishment of the Public Relations Specialist position
- Abolishment of the Assistant To City Manager position
- Abolishment of the Economic Development Coordinator position
- Movement of the Department of Information Technology from the City Manager to the Assistant City Manager
- Amendment of direct reports to the Deputy Director of Finance

**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

Table Of Organization

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2026-R-

AMENDING AND/OR ESTABLISHING THE CITY OF HUBER HEIGHTS ORGANIZATIONAL CHART AND AUTHORIZING THE NEW PERSONNEL STAFFING LEVELS AS DETAILED BELOW.

WHEREAS, the citizens of Huber Heights require the efficient and effective delivery of municipal services.

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

Section 1. The attached organizational chart, personnel staffing levels, and position control numbers as established hereafter is hereby adopted.

Section 2. The authorized personnel staffing levels for the Clerk of Council are as follows.

<u>City Council</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
Clerk of Council	1	504-101-2-2-01-F	50
Deputy Clerk of Council	1	504-202-1-2-01-F	25
Public Records Technician	1	504-213-1-2-01-P/H	20

Section 3. The authorized personnel staffing levels for the City Manager's Office are as follows:

<u>City Manager's Office</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
City Manager	1	505-100-2-2-01-F	per contract
Assistant City Manager	2	505-117-2-2-02-F	75
Administrative Assistant III	1	505-209-2-2-01-F	25
Communications Coordinator	1	505-615-2-1-01-F	40

Section 4. The authorized personnel staffing levels for the Department of Public Safety are as follows:

<u>Department of Public Safety</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
Director of Public Safety	1	505-116-2-2-01-F	75
Assistant to Director of Public Safety	1	505-623-2-2-01-F	40
<u>Division of Fire</u>			
Fire Chief	1	102-401-2-2-01-F	70
Assistant Chief	2	102-413-2-1-02F	60
Battalion Chief /Wellness Coordinator	1	102-403-1-1-01-F	PS
Battalion Chief	3	102-403-1-1-01-- 03F	PS
Captain	4	102-402-1-1-01—04F	PS
Fire Lieutenant	9	102-404-1-1-01-- 09-F	Contract
Firefighter/Paramedic, Firefighter/ Paramedic Recruit, Firefighter/EMT, Firefighter II*	48	102-405-1-1-01—48-F	Contract/PS
Administrative Assistant III	2	102-200-1-2-01-- 02-F	25
Administrative Assistant I	1	102-200-1-2-01-P/H	10
Fire Inspector	1	102-501-1-2-01-F	30
Fire Inspector	3	102-501-1-2-01- 03-P/H	30
Fire-Prevention Manager/Plans Review	1	102-502-1-2-01-P/H	50
Fire Prevention Manager/Plans Review	1	102-502-1-2-01-F	50
Fire Fleet/Facility Mgt. Clerk	1	102-503-1-2-01-P/H	10
Auxiliary \$1.00 per year	30	102-411-3-0-01--30-V	V
Chaplains – Fire	2	102-601-3-0-01--02-V	V
Medical Advisor	1	102-604-3-0-01-V	V

\*This is a combination of Firefighter/Paramedic, Firefighter/Paramedic Recruit, Firefighter/EMT, and Firefighter II wherein the number of full-time personnel shall not exceed 48.

<u>Division of Police</u>			
Police Chief	1	101-406-2-2-01-F	70
Deputy Police Chief	1	101-411-2-1-01-F	60
Police Lieutenant	2	101-408-1-1-01--02-F	Contract
Police Sergeant	8	101-409-1-1-01--08-F	Contract
Police Officer	48	101-410-1-1-01--48-F	Contract
Police Officer Cadet	2	101-413-1-1-01-02-F	PS
Administrative Assistant III	1	101-200-1-2-01-F	25
Administrative Assistant II	1	101-213-1-2-01-F	20
Police Accreditation Technician	1	101-515-1-1-01-F	30
Police Records Clerks	2	101-204-1-1-01--02-F	Contract
Police Evidence/Fleet Mgt. Clerk	1	101-205-1-2-01 -01-F	20
Police Evidence/Fleet Mgt. Clerk	1	101-205-1-2-01-P/H	20
Communications/Records Manager	1	101-611-2-1-01-F	45
Communications/Records Supervisor	2	101-613-1-1-02-F	35
Communications Officer	16	111-502-1-1-01-16-F	Contract
Chaplain – Police	3	101-601-3-0-01—03-V	V

Section 5. The authorized personnel staffing levels for the Department of Information Technology are as follows:

<u>Department of Information Technology</u>		<u>Position Control No.</u>	<u>Pay Grade</u>
Information Technology Director	1	509-105-2-2-01-F	60
Systems Administrator	1	509-122-2-2-01-F	50
Information Technology Systems Analyst	3	509-609-1-2-03-F	45
GIS Technician	1	509-510-1-1-01-F	35

Section 6. The authorized personnel staffing levels for the Department of Finance are as follows:

<u>Department of Finance</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
Director of Finance	1	506-102-2-2-01-F	65
<u>Division of Accounting</u>			
Deputy Director of Finance	1	506-602-2-2-01-F	55
Accountant	2	506-622-2-2-02-F	50
Grants and Procurement Coordinator	1	506-618-2-2-01-F	45
Accounting Generalist	2	506-603-2-2-02-F	45
Accounts Payable Technician	1	506-504-1-1-01-F	25
Payroll Technician	1	506-505-1-1-01-F	30
Account Technician	1	506-206-1-1-01 F	25
<u>Division of Taxation</u>			
Tax Administrator	1	507-104-2-2-01-F	50
Assistant Tax Administrator	1	507-612-2-2-01-F	45
Tax Analyst	2	507-506-1-1-01--02-F	30
Tax Technician	6	507-507-1-1-01 -06-F	20
Administrative Assistant I	1	507-212-1-2-01- 01-F	10
Administrative Assistant I	1	507-212-1-2-01- 01P/H	10

Section 7. The authorized personnel staffing levels for the Department of Public Services are as follows:

<u>Department of Public Services</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
Director of Public Services	1	505-114-2-2-01-F	75
<u>Division of Engineering</u>			
City Engineer	1	320-106-2-2-01-F	65
Assistant City Engineer	2	320-119-2-2-02-F	55
Civil Engineer	1	320-605-2-2-01-01-F	50
Engineering Technician	2	320-509-1-1- 02-F	35
Administrative Assistant III	1	320-200-1-2-01-F	25

Division of Public Works

Public Works Manager	1	401-108-2-2-01-F	60
Public Works Supervisor	2	401-109-1-1-02-F	50
Public Works Crew Leader	3	401-302-1-1-03-F	Contract
Vehicle & Equipment Mechanic	3	401-300-1-1-03-F	Contract
Maintenance Technician	22	401-301-1-1-22-F	Contract
Administrative Assistant III	1	401-200-1-2-01-F	25
Custodian	1	401-305-1-2-01-F	10
Custodian	1	401-305-1-2-01-P/H	10

Division of Code Enforcement

Code Enforcement Manager	1	310-621-2-1-01-F	45
Code Enforcement Officer II	1	310-513-1-1-01-01-F	35
Code Enforcement Officer I	4	310-513-1-2-01-04-P/H	20
Seasonal Laborer	2	310-305-1-2-01-02-S	S

Section 8. The authorized personnel staffing levels for the Department of Economic Development are as follows:

<u>Department of Economic Development</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
Economic Development Director	1	305-111-2-2-01-F	60

Section 9. The authorized personnel staffing levels for the Department of Planning and Zoning are as follows:

<u>Department of Planning &amp; Community Dev.</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
Planning & Community Dev. Director	1	310-121-2-2-01-F	60
City Planner	1	310-118-2-2-01-F	55
Administrative Assistant III	1	310-200-1-2-01-F	25
Administrative Assistant I	1	310-207-1-1-01-F	10
Administrative Assistant I	1	310-207-1-2-01-P/H	10

Section 10. The authorized personnel staffing levels for the Department of Human Resources are as follows:

<u>Department of Human Resources</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
Human Resources Director	1	510-120-2-2-01-F	60
Human Resources Specialist	2	510-617-1-1-02-F	40
Human Resources Assistant	1	510-514-1-2-01-P/H	30

Section 11. The authorized personnel staffing levels for the Department of Parks and Recreation Facilities are as follows:

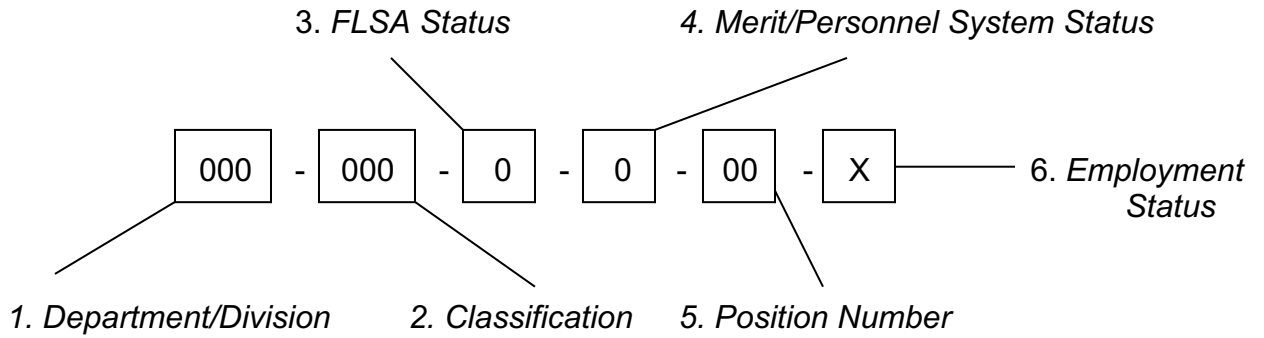
<u>Department of Parks and Recreation Facilities</u>	<u>No.</u>	<u>Position Control No.</u>	<u>Pay Grade</u>
Parks Manager	1	216-616-2-2-01-F	45
Event and Program Coordinator	1	216-516-1-1-01-F	30
Senior Center Program Coordinator	1	215-110-2 -2 -01-P/H	20
Seasonal Laborer – Music Center	125	219-306-1-2-01--125-S	S
Seasonal Laborer-Maintenance	2,000-hrs	216-303-1-2-01--S	S
Seasonal Laborer-Program Leader	1,000-hrs	216-303-1-2-01-S	S

Section 12. Council further ratifies and affirms any and all previous legislation of Council that established, abolished or altered the functions and structures of any administrative department.

Section 13. 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 14. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Section 15. Position Control Number Explanation:



1. Department/Division: Number represents Fund Number in General Ledger:

- |                        |                       |                  |           |
|------------------------|-----------------------|------------------|-----------|
| 101-Police             | 305-Economic Dev.     | 401-Public Works | 507-Tax   |
| 102-Fire               | 310 Planning & Zoning | 505-City Mgr.    | 509-I. T. |
| 215-Senior Center      | 320-Engineering       | 506-Accounting   | 510-H.R   |
| 219 Parks & Recreation |                       |                  |           |

2. Classification: Number for classification or rank to which position is assigned, divided into defined series as shown below:

- |                    |                  |                  |
|--------------------|------------------|------------------|
| 100-Administrative | 300-Labor        | 500-Technical    |
| 200-Clerical       | 400-Sworn Safety | 600-Professional |

3. FLSA Status:

- 01-Non-exempt from minimum wage/overtime rules of FLSA (hourly)
- 02-Exempt from minimum wage/overtime rules of FLSA (salaried)
- 03-Unpaid Volunteer

4. Merit & Personnel System Status:

- 01-Position is in Non-exempt service of city per Section 8.02 of Charter
- 02-Position is in Exempt service of city per Section 8.02 of Charter

5. Position Number:

Unique two-digit number for each employment position authorized by this Resolution.

6. Employment Status:

- F-Full-time Position
- P-Part-time Position
- H-Hourly Position
- T-Temporary (created for specific time)
- S-Seasonal Position
- V-Volunteer Position

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

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
 Clerk of Council

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



AI-11452

Topics Of Discussion H.

**Council Work Session**

**Meeting Date:** 04/07/2026

Supplemental Appropriations

**Submitted By:** Jim Bell

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

**Council Committee Review?:** Council Work Session

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

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

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

**Agenda Item Description or Legislation Title**

Supplemental Appropriations

**Purpose and Background**

The supplemental appropriations are for the following purposes:

- \$11,546.23 transfer of remaining balance in Water Bond Service Fund to Water Fund due to retirement of 1995 Water Bonds.
- \$98,593.59 transfer of remaining balance in Water Bond Reserve Fund to Water Fund due to retirement of 1995 Water Bonds.
- \$9,500 for new copier on City Council side of the new Governance Center.
- \$3,600 from Gas Tax for portion of auditor fees.
- \$46,500 for construction of a new RTA bus shelter (\$20,000 covered by Dayton Foundation Age-Friendly Grant and \$20,000 Dayton RTA Grant).
- \$374,546 reduction to Firefighter's Assistance Grant Fund which was budgeted in 2026 but fully spent in 2025.
- \$206,000 reduction to Water Bond Service Fund which was budgeted in 2026 but no longer needed due to retirement of 1995 Water Bonds.

**Fiscal Impact**

**Source of Funds:** Various Funds

**Cost:** \$(450,806.18)

**Recurring Cost? (Yes/No):** No

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

**Financial Implications:**

**Attachments**

Ordinance/Exhibit A/Exhibit B

CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2026-O-

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.

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2026 operating and project funding.

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

Section 1. Authorization is hereby given to transfer certain monies up to amounts not exceeding those shown and for the purposes cited in Exhibit A, and such authorization applies to any and all such transfers necessary and effected after January 1, 2026.

Section 2. Ordinance No. 2025-O-2739 is hereby amended as shown in Exhibit B of this Ordinance.

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

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

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

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

<b><i>Transfer:</i></b>			
<u>Amount</u>	<u>Fund From</u>	<u>Fund To</u>	<u>Purpose</u>
\$11,546.23	505 Water Bond Service	501 Water	Transfer debt reserve balance
\$98,593.59	506 Water Bond Reserve	501 Water	Transfer debt reserve balance

**EXHIBIT B**

AMENDING ORDINANCE NO. 2025-O-2739 BY MAKING APPROPRIATIONS FOR EXPENSES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026.

- 1) Section 1 of Ordinance No. 2025-O-2739 is hereby added to reflect an increase in the appropriations of the 101 General Fund, as follows:
  - a. Subsection j) Council, Operations and Capital of \$9,500.00
- 2) Section 3 of Ordinance No. 2025-O-2739 is hereby added to reflect an increase in the appropriations of the 203 Gasoline Tax Fund, as follows:
  - a. Subsection b) Streets, Operations and Capital of \$3,600.00
- 3) Section 34 of Ordinance No. 2025-O-2739 is hereby added to reflect an increase in the appropriations of the 406 Capital Improvement Fund, as follows:
  - a. Subsection b) Capital, Operations and Capital of \$46,500.00
- 4) Section 41 of Ordinance No. 2025-O-2739 is hereby added to reflect a decrease in the appropriations of the 436 Firefighter’s Assistance Grant Fund, as follows:
  - a. Subsection a) Non-Departmental, Advances of \$374,546.00.
- 5) Section 47 of Ordinance No. 2025-O-2739 is hereby added to reflect changes in the appropriations of the 505 Water Bond Service Fund, as follows:
  - a. Subsection a) Capital, Operations and Capital decrease of \$5,000.00
  - b. Subsection b) Non-Departmental, Debt Service decrease of \$201,000.00
  - c. Subsection b) Non-Departmental, Transfers increase of \$11,546.23.
- 6) Section 48 of Ordinance No. 2025-O-2739 is hereby added to reflect an increase in the appropriations of the 506 Water Bond Reserve Fund, as follows:
  - a. Subsection a) Non-Departmental, Transfers of \$98,593.59.

General Fund	\$9,500.00
Gasoline Tax Fund	\$3,600.00
Capital Improvement Fund	\$46,500.00
Firefighter’s Assistance Grant Fund	\$(374,546.00)
Water Bond Service Fund	\$(194,453.77)
Water Bond Reserve Fund	\$98,593.59

AI-11454

Topics Of Discussion I.

**Council Work Session**

**Meeting Date:** 04/07/2026

County Assessments Authorization - Grass/Trash/Property Maintenance/Water Main Extensions

**Submitted By:** Jim Bell

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

**Division:** Finance/Tax

**Council Committee Review?:** Council Work Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** Yes

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

**Agenda Item Description or Legislation Title**

County Assessments Authorization - Grass/Trash/Property Maintenance/Water Main Extensions

**Purpose and Background**

Montgomery County requires all communities to pass separate legislation for assessments that are to be added to the tax duplicate. Before the City can assess property for such things as grass/weed charges, property maintenance abatement, unpaid water and sewer, etc., the City must pass legislation specifically identifying the property and the amount of the assessment. Details of each assessment can be found in Exhibit A, which is attached to this legislation. The assessments requested in this legislation are for grass/weeds charges, trash/litter charges, property maintenance abatement, and water main extensions. Assessments are based on collection for City services previously provided; therefore, City Staff are asking that this item be passed as emergency legislation.

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

**Attachments**

Ordinance

Exhibit A

CITY OF HUBER HEIGHTS  
STATE OF OHIO

ORDINANCE NO. 2026-O-

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.

WHEREAS, pursuant to Section 6, Article XVIII of the Ohio Constitution the General Assembly has enacted general laws stating purposes for which municipalities may assess specially benefited property; and

WHEREAS, these laws include Ohio Revised Code Sections 727.01, 727.011, 727.012, 727.013, 729.06, 729.11, 1710.01(h) and others, which authorize the City to levy and collect special assessments upon the abutting, adjacent, and contiguous, or other specially benefited, lots or lands in the municipal corporation, for among other things, any part of the cost connected with the improvement of any street, public road, place, boulevard, parkway, or park entrance or an easement of the municipal corporation; sidewalk construction; sewers; sewage disposal works and treatment plants, sewage pumping stations, water treatment plants, water pumping stations, reservoirs, and water storage tanks or standpipes, together with the facilities and appurtenances necessary and proper therefore; drains, storm-water retention basins, watercourses, water mains, or laying of water pipe; lighting; any part of the cost and expense of planting, maintaining, and removing shade trees thereupon; any part of the cost and expense of constructing, maintaining, repairing, cleaning, and enclosing ditches; and

WHEREAS, for such approved assessments, the County Auditor is to act at the direction, or on behalf, of a municipality with respect to collection of such assessments R.C. 727.30; (R.C. 727.33); and

WHEREAS, the General Assembly has also enacted laws that require a County Auditor to act at the direction, or on behalf, of a municipality with respect to collection of certain costs assessed to properties including but not limited to R.C 743.04, 715.261 and 731.51-54; and

WHEREAS, as a result of the foregoing, the City of Huber Heights has passed, and will in the future pass, laws to assess real property for all or part of the cost of a public improvement and/or certain permitted costs of abatement or collection, including but not limited to Ordinance No. 97-O-997 codified as Huber Heights Code Section 175.04 Assessments for Capital Improvement Projects (for sanitary sewer, water, sidewalks and drive aprons, roadways and storm sewers); Ordinance No. 90-O-419 codified as Huber Heights Code Section 919.01 (street lighting); Ordinance No. 2009-O-1771 codified as Huber Heights Code Section 929.16 (unpaid water service); Ordinance No. 1996-O-856 codified as Huber Heights Code Section 923.08 (unpaid sanitary sewer); Ordinance No. 2002-O-1325 codified as Huber Heights Code Section 922.32 (stormwater); Ordinance No. 2014-O-2096 codified as Huber Heights Code Section 521.11 (nuisance in the right of way); Huber Heights Code Section 911.02 (sidewalk repair); Ordinance No. 2002-O-1324 and No. 2011-O-1897 (weed cutting assessment); Huber Heights Code Sections 925.05 (lower Rip Rap Road sewer district assessment), 952.04 (nuisance abatement for false alarms), 521.081, (littering and deposit of garbage) and such other ordinances or resolution that may be passed from time to time pursuant to these codified laws; and

WHEREAS, in order to better track and account for authorized legal assessments and the amounts due to the City, City Council has determined it is in the best interest of the citizens to pass this Ordinance setting forward the applicable properties and assessment amounts to be certified to the County for collection; and

WHEREAS, the assessments set forth in Exhibit A have been authorized by the City Council of the City of Huber Heights and are required by law to be assessed and collected by the County on behalf of the City.

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

Section 1. The properties set forth on the attached Exhibit A, which is incorporated herein by this reference, are to be assessed in the amount also set forth on the applicable section of Exhibit A unless payment is made within the time frame set forth in the applicable section of Exhibit A.

Section 2. In the event a payment for the amount or any portion of the amount set forth in Exhibit A is received by the City prior to final assessment date set forth in Exhibit A, which is the same date set forth in the notice sent to such property owner, the Director of Finance, or his/her designee is authorized to remove or revise such assessment from Exhibit A prior to certification to the County Auditor.

Section 3. The Director of Finance or his/her designee is instructed to certify this Ordinance, including the final assessed properties in Exhibit A, to the applicable County Auditor for collection.

Section 4. 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 5. 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 finalizing and certifying assessments at the earliest time is necessary to timely establish a lien and protect the City's interest in payment of amounts owed to the City; 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



AI-11451

Topics Of Discussion J.

**Council Work Session**

**Meeting Date:** 04/07/2026

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

CRA Agreement Amendment - Simms Development - The Gables

**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:**

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**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 19<sup>th</sup> 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 15<sup>th</sup>.

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: Chris Conard 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 18 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 6-6D; 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-11453

Topics Of Discussion K.

**Council Work Session**

**Meeting Date:** 04/07/2026

Hawthorne Ridge - Development Agreement

**Submitted By:** Aaron Sorrell

**Department:** Assistant City Manager - Public Services

**Council Committee Review?:** Council Work Session **Date(s) of Committee Review:** 04/07/2026

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

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

**Agenda Item Description or Legislation Title**

Hawthorne Ridge - Development Agreement

**Purpose and Background**

This legislation authorizes a Development Agreement for Phases 1 and 2 of Hawthorne Ridge, a 154-unit townhome project located at 7125 Executive Boulevard. The project is located on 17.6 acres, which the City sold to the developer on June 9, 2023. Phase 1 of the project consists of 94 townhomes, and Phase 2 consists of 60 units. The Development Agreement contains a number of provisions that support this project as well as the indoor music center. As part of the Development Agreement, the developer and City will:

- Share in the costs of constructing and maintaining the off-site stormwater detention basin based on the percentage of storage capacity each party will use. Developer 45%, City 50%, Remaining Development Parcel 5%
- Share the costs of constructing a shared entrance to this development and the indoor music center (2/3 Developer, 1/3 City)
- Sets the water and sewer tap fees for Phases 1 and 2 at the rate when the project was approved by the Planning Commission.
- The developer will pay approximately \$1,020,000 in Minimum Service Payments.

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

The City will receive \$1,164,300.00 in total revenue from the developer through Minimum Service Payments (MSP) and shared infrastructure repayments. This amount is in addition to the \$2,088,000.00 the developer paid the City for the 17.578 acres.

**Attachments**

Resolution

Exhibit A

CITY OF HUBER HEIGHTS  
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH 7125 EXECUTIVE BOULEVARD, LLC AND 7125 EXECUTIVE PHASE I, LLC.

WHEREAS, the City of Huber Heights (the “City”) and 7125 Executive Boulevard, LLC and 7125 Executive Phase I, LLC (collectively the “Developer”) plan to enter into a development agreement (the “Agreement”); and

WHEREAS, the Agreement provides for the development of approximately 22 acres of real property located on the north side of Executive Boulevard, addressed as 7125 Executive Boulevard (the “Project”); and

WHEREAS, the Developer proposes to construct, or cause to be constructed, 154 total units consisting of 94 townhomes (Phase 1) and 60 townhomes (Phase 2); and

WHEREAS, the City and the Developer have determined to enter the Agreement (attached hereto as Exhibit A) to provide for the construction of the Project and associated development incentives including the provision of related real property tax exemptions; and

WHEREAS, the City previously sold 17.578 acres to the Developer on June 9, 2023, via Resolution No. 2022-R-7190 in support and advancement of the Project; and

WHEREAS, to facilitate economic development within the City and the development of the Project, thereby improving the economic welfare of the people of the State of Ohio, the City of Huber Heights, this Council finds that it is in the best interest of the City to provide for the execution and delivery of the Agreement.

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

Section 1. The Agreement, by and between the City and Developer, attached hereto as Exhibit A, providing for the construction of the Project and the provision of development incentives, including the provision of related real property tax exemption for the purposes of facilitating economic development within the City and the creation of new jobs and employment opportunities, thereby improving the economic welfare of the people of the State of Ohio and City of Huber Heights is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager and the Law Director.

Section 2. The City Manager, for and in the name of this City, is hereby authorized to execute the Agreement, 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 3. The Council further hereby authorizes and directs the City Manager, the Director of Finance, the Law Director, the 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 4. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A

**DEVELOPMENT AGREEMENT**

*by and among*

**CITY OF HUBER HEIGHTS, OHIO**

*and*

**7125 EXECUTIVE BLVD. LLC**

*and*

**7125 EXECUTIVE PHASE I, LLC**

*dated as of*

\_\_\_\_\_, **2026**

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## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “*Effective Date*”) by and between the CITY OF HUBER HEIGHTS, OHIO (the “*City*”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*State*”) and its Charter; 7125 EXECUTIVE BLVD. LLC, an Ohio limited liability company (“*Blvd*”); and 7125 EXECUTIVE PHASE I, LLC, an Ohio limited liability company (“*Phase I*”) (Blvd and Phase I, collectively, with their affiliates, successors and assigns, the “*Developer*” and together with the City, the “*Parties*” and each of the Parties individually referred to herein as a “*Party*”), under the circumstances summarized in the following recitals (terms used but not defined in the Recitals shall have the meaning set forth in Section 1.2):

### RECITALS

WHEREAS, the Developer has acquired or intends to acquire certain real property within the City (which real property is depicted on EXHIBIT A which is attached hereto and incorporated herein by reference and such real property is collectively referred to herein as the “*Property*”); which Property is comprised of (i) approximately 9.544 acres commonly known as Parcel No. P70 03910 0135 (the “*Phase I Townhome Property*”) upon which the Developer intends to construct or cause the construction of approximately 94 townhomes (the “*Phase I Townhome Development*”), (ii) approximately 6.093 acres commonly known as Parcel No. P70 03910 0134 (the “*Phase II Townhome Property*”, and collectively with the Phase I Townhome Property, the “*Townhome Property*”) upon which the Developer intends to construct or cause the construction of approximately 60 townhomes (the “*Phase II Townhome Development*”, and collectively with the Phase I Townhome Development, the “*Townhome Development*”) (iii) approximately 0.559 acres commonly known as Parcel No. P70 03910 0137 to be dedicated to the City (the “*Dedication Property*”), (iv) approximately 1.381 acres commonly known as Parcel No. P70 03910 0136 (the “*Residual Parcel*”); and (v) and approximately 5.602 acres commonly known as Parcel No. P70 03910 0085 and P70 01820 0003 (the “*City Parcels*”, and collectively with the Residual Parcel, the “*Future Development Property*”) devoted to future development (the “*Future Development*”, and collectively, with the Townhome Development, the “*Project*”), all as further described and depicted on EXHIBIT A; and

WHEREAS, the City has determined that the Project is expected to result in the creation of housing for its residents and for future economic development opportunities for the City; and

WHEREAS, the City has determined that in consideration for the Developer’s agreement to construct or cause the construction of the Project which is expected to provide housing and employment opportunities for the City’s residents, the City will provide for certain real property tax incentives and for the sharing of certain costs related to the Project; and

WHEREAS, the City Council has heretofore adopted Resolution No. 94-R-1453 on June 22, 1994 (the “*Original CRA Resolution*”), which was subsequently amended by the adoption of Resolution No. 2010-R-5333 on September 27, 210 (the “*First Amending CRA Resolution*”) and again by Resolution No. 2022-R-7211 on December 15, 2022 (the “*Second Amending CRA Resolution*”, and together with the Original CRA Resolution and the First Amending CRA Resolution, the “*CRA Resolution*”) declaring a certain area within the City, which area currently includes the Property, to be a Community Reinvestment Area (“*CRA #7*”) within the meaning of the

CRA Act and provided that qualifying structures constructed within CRA #7 would be eligible for a real property tax exemption of up to 100% for up to 15 years; and

**WHEREAS**, the City has determined that the Project shall receive a 15-year, 100% real property tax exemption (the “**CRA Exemption**”) in return for the Developer agreeing to make certain Payments in Lieu of Taxes (“**PILOTS**”) to the Huber Heights City School District (the “**School District**”) and the Miami Valley Career Center (the “**Career Center**”) with respect to the Townhome Property; provided, however, that no PILOTS shall be due with respect to the CRA Exemption on the Future Development Property; and

**WHEREAS**, the Parties have determined to enter into this Agreement to facilitate the Project, to provide for the CRA Exemption, and to provide for the sharing of certain costs associated with the Project;

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

**(END OF RECITALS)**

## ARTICLE I

### DEFINITIONS

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

. As used herein:

“**Agreement**” means this Development Agreement, dated as of the Effective Date, by and between the City and the Developer.

“**Authorized City Representative**” means initially the City Manager of the City. The City may from time to time provide a written certificate to the Developer signed on behalf of the City by the City Manager designating an alternate or alternates who has the same authority, duties and powers as the initial Authorized City Representative.

“**Authorized Developer Representative**” means initially Ryan Sommers, in the capacity as Managing Member for the Developer. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer by its President or General Counsel designating an alternate or alternates or a substitute who has the same authority, duties and powers as the initial Authorized Developer Representative.

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

“**City Codified Ordinances**” means the Codified Ordinances of the City, as amended and supplemented from time to time.

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

“**City Default**” shall have the meaning set forth in Section 8.2.

“**City Manager**” means the City Manager of the City (including such person serving in an acting or interim capacity).

“**City’s Portion of the Cost of the Work**” means such portion of the Cost of the Work to be paid by the City, as described in Section 5.2.

“**Completion Certificate**” has the meaning set forth in Section 5.4(c).

“**Construction Documents**” means, collectively, this Agreement and the Drawings and Specifications as such documents may be revised or supplemented from time to time with the approval of the Authorized City Representative and the Authorized Developer Representative, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Improvements and when completed, will be placed on file with the Authorized City Representative on behalf of the City. As the context may require, Construction Documents may also refer to the documents described above which are prepared in connection with a specific Phase of the Public Improvements.

**“Cost of the Work”** means, as the case may be, the actual costs of the design and construction of the Public Improvements, including, but not limited to, the “costs of permanent improvements” contained in Ohio Revised Code Section 133.15(B). Cost of the Work may include construction labor and material costs, related permit and inspection fees, design and engineering fees as approved by the Engineer, site preparation costs, legal fees related to the review of project construction documents, and other costs necessary and appurtenant thereto, all as further described in the approved Construction Documents. As the context may require, Cost of the Work may also refer to the specific amounts described above which are incurred in connection with the construction of a specific Phase of the Public Improvements.

**“County”** means the County of Montgomery, Ohio.

**“County Auditor”** means the County Auditor of the County (including such person serving in an acting or interim capacity).

**“County Recorder”** means the County Recorder of the County (including such person serving in an acting or interim capacity).

**“CRA #7”** means the City’s Community Reinvestment Area #\_\_ which was created pursuant to the CRA Resolution.

**“CRA Act”** means, collectively, Ohio Revised Code Sections 3735.65 *et seq.*, and those sections as each may hereafter be amended from time to time.

**“CRA Resolution”** means, collectively, 94-R-1453 adopted by City Council on June 22, 1994, Resolution No. 2010-R-5333 adopted by City Council on September 27, 2010 and Resolution No. 2022-R-7211 Adopted by City Council on December 15, 2022, which created CRA #7 and generally makes provision for exemptions from real property taxation of up to 100% of the assessed valuation of a new structure or remodeling of an existing structure located within CRA #7 for a period of up to 15 years , all in accordance with the requirements of the CRA Act.

**“Developer”** means 7125 Executive Blvd. LLC, an Ohio limited liability company, and 7125 Executive Phase I, LLC, an Ohio limited liability company.

**“Developer Default”** shall have the meaning set forth in Section 8.1.

**“Developer Mortgage”** shall have the meaning set forth in Section 9.5.

**“Developer Mortgagee”** shall have the meaning set forth in Section 9.5.

**“Developer’s Portion of the Cost of the Work”** means such portion (if any) of the Cost of the Work in excess of the City’s Portion of the Cost of the Work.

**“Drawings and Specifications”** has the meaning set forth in Section 5.4(f).

**“Effective Date”** means the date as defined in the preamble of this Agreement.

**“Engineer”** means the City Engineer (including such person serving in an acting or interim capacity), or any architectural or engineering firm licensed to perform architectural and

engineering services within the State of Ohio and appointed by the City with the consent of the Authorized Developer Representative, which consent may not be unreasonably withheld or delayed.

**“Engineer’s Completion Certificate”** has the meaning set forth in Section 5.4(c)(ii).

**“Force Majeure”** has the meaning set forth in Section 8.5.

**“Notice Address”** means:

as to the City: City of Huber Heights, Ohio  
6131 Taylorsville Road  
Huber Heights, Ohio 45424  
Attention: City Manager  
Telephone: (937) 233-1423  
Email: [jrussell@hhoh.org](mailto:jrussell@hhoh.org)

as to the Developer: 7125 Executive Blvd. LLC  
Attention: Kevin Brokaw  
2211 Medina Road, Suite 100  
Medina, OH 44256  
Telephone: (330) 239-6100  
Email: [kbrokaw@prideone.cc](mailto:kbrokaw@prideone.cc)

7125 Executive Phase I, LLC  
Attention: Kevin Brokaw  
2211 Medina Road, Suite 100  
Medina, OH 44256  
Telephone: (330) 239-6100  
Email: [kbrokaw@prideone.cc](mailto:kbrokaw@prideone.cc)

With a copy to:

Taft Stettinius & Hollister LLP  
Attention: Chris L Connelly  
41 S. High Street, Suite 1800  
Columbus, Ohio 43215-6106  
Email: [cconnelly@taftlaw.com](mailto:cconnelly@taftlaw.com)

**“Phase”** means, as the context may require, (i) in reference to the separate phases of the Project, such particular phase as described in Section 4.2 and (ii) in reference to the separate phases of the Public Improvements, such particular phase as described in Article V.

**“Public Improvements”** means, collectively, the of public infrastructure improvements as are more fully described in Section 5.2 and on **EXHIBIT C**, which is attached hereto and incorporated herein by reference.

**“Request for Payment”** means the form of certificate substantially in a form as set forth on **EXHIBIT B** and which details all or a portion of the City’s Portion of the Cost of the Work for a particular Phase of the Public Improvements and for which the Developer seeks payment from the City.

**“State”** means the State of Ohio.

**“Work”** means, as the case may be, the design and construction of the Public Improvements in accordance with this Agreement.

. Any reference in this Agreement to the City or to any officers of the City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, or a section or provision of the City Codified Ordinances includes the section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided that*, no amendment, modification, revision, supplement or superseding section, provision or chapter will be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “*hereof*”, “*hereby*”, “*herein*”, “*hereto*”, “*hereunder*” and similar terms refer to this Agreement; and the term “*hereafter*” means after, and the term “*heretofore*” means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

. Where there is a conflict between this Agreement and the Construction Documents, the conflict will be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement. If an item is shown on the Drawings and Specifications but not specified, the Developer will provide the item of the same quality as similar items specified, as determined by the Engineer. If an item is specified but not shown on the Drawings and Specifications, it will be located as directed by the Engineer.

**(END OF ARTICLE I)**

## **ARTICLE II**

### **GENERAL AGREEMENT AND TERM**

. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, financing, construction, acquisition and installation of the Development Project and the Public Improvements and the provision of related tax incentives.

. The City and the Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, the Developer acts as an independent contractor of the City and not as an agent of the City.

. This Agreement shall become effective as of the Effective Date and will continue until the Parties' respective obligations set forth herein have been fulfilled, unless earlier terminated in accordance with this Agreement.

**(END OF ARTICLE II)**

### ARTICLE III

#### REPRESENTATIONS AND COVENANTS OF THE PARTIES

. The City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the City, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, including its Charter, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e) To the knowledge of the City, there is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) Resolution No. \_\_\_\_\_ passed by City Council on \_\_\_\_\_, authorizing the execution and delivery of this Agreement, has been duly passed and is in full force and effect as of the Effective Date.

(h) For purposes of this Section 3.1, the term “*knowledge*” means the actual knowledge of the City Manager, without further investigation, as of the Effective Date.

. The Developer represents and covenants that:

(a) It is a for profit limited liability company duly organized and validly existing under the applicable laws of the State of Ohio.

(b) It is not in violation of or in conflict with any provisions of the laws of the State of Ohio, or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the Developer, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the Developer and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e) To the knowledge of the Developer, there is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(g) It, each of its directors and shareholders, each spouse of its directors and shareholders, each child of its directors and shareholders, and each political action committee affiliated with the Developer complies with Ohio Revised Code Section 3517.13 limiting political contributions.

(h) For purposes of this Section 3.2, the term “*knowledge*” means the actual knowledge of Ryan Sommers, in his capacity as Manager for the Developer, without a duty to investigate.

**(END OF ARTICLE III)**

## ARTICLE IV

### DEVELOPMENT PROJECT

. The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, finance and construct, or cause to be designed, financed and constructed, the Project, which is anticipated to be constructed in Phases as set forth below, and to perform any and all of its duties and obligations relating to the Project in a manner consistent with this Agreement, subject to market conditions as they may exist from time to time during the term of this Agreement.

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

(i) The Phase 1 Townhome Development is expected to consist of 94 townhome units with construction commencing on or about October, 2025,

(ii) The Phase 2 Townhome Development is expected to consist of 60 townhome units with construction commencing on or about October, 2027.

(b) Future Development. The Parties acknowledge and agree that the Future Development is expected to consist of a four-story mixed-use development with multifamily residential units and first floor retail with construction commencing on or about March, 2028, subject to all applicable approvals.

(c) Annual Updates. Until the Project has been fully completed in accordance with this Agreement, no later than July 1<sup>st</sup> of each year, the Developer shall provide to the City a written update of the information set forth in Section 4.2(a) and (b).

. In connection with each Phase of the Project, the Developer shall prepare and submit a site plan and related development plan(s) to the City, in such detail as is reasonably necessary for review and approval by appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances. The City agrees that those reviews and approvals shall not be unreasonably conditioned, delayed or withheld.

. The Developer shall be responsible for developing or causing the development of the Project in accordance with the detailed development plan(s), as may be modified from time to time, and as such plan(s) is approved by the City.

. Prior to commencing construction of each Phase of the Development Project, the Developer shall obtain all necessary permits from all levels of government having jurisdiction over the Project to allow the Developer to build and develop that Phase of the Project consistent with the detailed development plan(s) for the Project. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

. The Developer shall, as and when customarily payable to the City on projects comparable to the Project, pay fees for the provision of water, sanitary sewer and storm sewer services pursuant to the provisions of this Section 4.6.

(a) Tri-Cities North Regional Wastewater Authority (“TCA”) Fees. The City hereby waives the payment of any TCA fees in connection with the Phase 1 Townhome Development and Phase 2 Townhome Development. The Developer, its successors, affiliates and assigns, shall be obligated to pay TCA fees in connection with any subsequent phases of the Project, including the Future Development Project.

(b) Water and Sewer Tap-In Fees. The Developer shall pay water and sewer tap-in fees for Phase 1 Townhome Development and Phase 2 Townhome Development of the Project at the below rates, which represent the fees in place at as of the approval of the Project by the Planning Commission, regardless of any future increases in such fees imposed by the City after the Effective Date of this Agreement:

Water Tap-In Fees

<u>Meter Size</u>	<u>Fee</u>
5/8 inches x 3/4 inches	\$750
1 inch	\$1,400
1.5 inches	\$2,500
2 inches	\$3,750
3 inches	\$7,500
4 inches	\$12,000
6 inches	\$23,000
8 inches	\$36,000

Sewer Tap-In Fees

<u>Meter Size</u>	<u>Fee</u>
5/8 inches x 3/4 inches	\$450
1 inch	\$900
1.5 inches	\$1,700
2 inches	\$2,750
3 inches	\$5,500
4 inches	\$8,500
6 inches	\$16,500
8 inches	\$25,500

(c) Taxes. The Developer shall also ensure that any other standard fees, sales and use taxes, if any, and license and inspection fees necessary for the completion of the Project are timely paid.

. The City agrees to provide to the Project all City services usually and customarily provided by the City, including but not limited to, fire and police protection and road maintenance

for publicly dedicated roads; *provided, however*, the City shall not be required to construct and install improvements related to the provision of those services except as otherwise provided herein.

. The Developer or its contractors and subcontractors shall provide insurance coverage and surety bonds during the course of construction of the Project only if and as otherwise required by the City Codified Ordinances and other applicable development regulations.

. In connection with the construction of the Project and in performing its obligations under this Agreement, the Developer agrees that it shall comply with, and require all of its employees, agents, contractors and consultants to comply with, all applicable federal, state, county, municipal (including City Codified Ordinances) and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Project or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or legally binding upon the Developer, at any time in force affecting the Development Project or any part thereof.

. The Parties agree that the expeditious completion of the Project will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Project in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Project; *provided, however*, the Developer acknowledges and agrees that the various approvals of the City relating to planning and zoning described in this Article IV shall not be effective until approved by the appropriate body as contemplated hereby. The Parties each agree that the City shall have no responsibility relative to the marketing or sale of the real property or improvements thereto within the Project. Notwithstanding the foregoing, the Parties recognize that the Developer may choose not to pursue the Future Development, which shall have no effect on the Townhome Development or any rights or obligations contained herein relative to the Townhome Development.

**(END OF ARTICLE IV)**

## ARTICLE V

### CONSTRUCTION OF PUBLIC IMPROVEMENTS

. The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, construct and install the Public Improvements, which are expected to be constructed and installed in various Phases, and to perform any and all of its duties and obligations relating to the Public Improvements in a manner consistent with this Agreement in order that the portion of the Public Improvements required for access to each Phase of the Project will be open and available to the public on or before the date on which a certificate of occupancy is issued for that Phase of the Project, and it will perform any and all of its duties and obligations relating to the Public Improvements in a manner consistent with this Agreement.

. The Developer shall be responsible for the following with respect to the Public Improvements:

(a) Water. The Developer shall, at no cost to the City, construct the water lines, hydrants, valves, irrigation systems and related appurtenances within the Project, which water lines, hydrants, valves, irrigation systems and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements. The Cost of the Work associated with the water lines and all ongoing maintenance shall be the sole responsibility of the Developer unless and until such water lines are dedicated to and accepted by the City as provided in Section 5.2(f), after which any ongoing maintenance is the City's obligation.

(b) Sanitary Sewer. The Developer shall, at no cost to the City, construct the sanitary sewer lines and related appurtenances within the Project, which sanitary sewer lines and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements. The City shall provide an easement at no cost to Developer to allow the Developer to connect to existing City sanitary sewer infrastructure, which easement is depicted on **EXHIBIT C** attached hereto. The Cost of the Work associated with the sanitary sewer lines and all ongoing maintenance shall be the sole responsibility of the Developer unless and until such sewer lines are dedicated to and accepted by the City as provided in Section 5.2(f), after which any ongoing maintenance is the City's obligation.

(c) Storm Sewer. The Parties agree that it will be necessary to construct and maintain a storm sewer collection system and related offsite regional detention and/or retention pond, which system is depicted on **EXHIBIT C** attached hereto. The Cost of the Work to construct and maintain the system shall be split in accordance with the cost allocation chart set forth below in subparagraph (d); provided, however, that if the City is able to secure a user for the approximately 2.0 acres located immediately east of the offsite regional detention and/or retention pond (the "**Retail Site**") and such user agrees to pay the Cost of the Work to construct the system, all Cost of the Work associated with the construction of the system shall be paid by the user of the Retail Site and/or reimbursed to Developer and the City pursuant to the allocation of Cost of Work incurred by each Party.

The Parties covenant and agree that all roadway, utility and other construction and development work undertaken by such Party (or a third party upon the direction of a Party) will be designed and performed in such a manner so as to not disrupt or otherwise interfere with any then existing storm sewer drainage systems (surface, field tile or other) on or off of the Property.

(d) Roadways. The Parties agree that it will be necessary to construct and maintain the site entrance improvements described and depicted on **EXHIBIT C**, which shall include the public roads and all utilities located within the Dedication Parcel (the “**Site Entrance Improvements**”). All public roads associated with the Site Entrance Improvements shall be constructed in accordance with the City standards as applicable to the type of road being constructed. All roads associated with the Site Entrance Improvements shall be reviewed, inspected and approved by the City. The Cost of the Work to construct the Site Entrance Improvements shall be split as follows: 1/3 of the Cost of the Work shall be paid by the Developer or its successors and assigns in connection with the Townhome Development, 1/3 of the Cost of the Work shall be paid by the Developer or its successors and assigns in connection with the Future Development, and 1/3 of the Cost of the Work shall be paid by the City in connection with the future development of adjacent parcels.

For clarity, the construction obligations and the cost obligations of the Parties with respect to the Public Improvements are summarized in the cost allocation chart below:

<u>Improvement</u>	<u>Party Constructing</u>	<u>Construction Cost</u>	<u>Maintenance Cost</u>
Water lines	Developer	Developer	Developer; or City after dedication
Sanitary sewer lines	Developer	Developer	Developer; or City after dedication
Offsite Storm Sewer	City	City: 50% Retail Site: 4% Developer: Phase 1: 11.7%, Phase 2: 11.7% Future Development: 22.6%,	Initially, 50% City, 50% Developer. Parties shall periodically reapportion maintenance costs as new developments contribute stormwater.
Site Entrance Improvements	Developer	1/3 Developer for Townhome Development, 1/3 Developer for Future Development, 1/3 City	City after dedication

The City’s responsibility to pay for portions of the Cost of the Work as described above shall be referred to as the “**City’s Share of the Cost of the Work.**”

(e) Cross Easements for Utility Services. The Parties agree among themselves to grant, without charge, reciprocal cross-easements or easements to public or private

utilities, as appropriate, for construction of utilities described in this Section 5.2, or other public or private utilities to service the Property; *provided, however*, that all easements shall be within or adjacent to the various proposed public roads or driveway rights-of-way, as set forth on the revised basic development plan(s) for the Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Property. Easements for surface drainage shall follow established watercourses, unless otherwise agreed to by the affected Party. The Developer shall restore any easement areas to a condition that is reasonably satisfactory to the City promptly following any construction work by a private entity. The City shall restore any easement areas following any construction work by the City in accordance with the City Codified Ordinances.

(f) Dedication. The Dedication Parcel and all public utilities and public roadways (including related rights-of-way) installed and/or constructed within the Dedication Parcel (except the utility cross easements described in Section 5.2(e)) shall be dedicated (free and clear of any liens, encumbrances and restrictions except as may be permitted in writing by the City) to and accepted by the City and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement. The City is not obligated to but may accept the dedication of the water and/or sanitary sewer lines installed and/or constructed inside the Townhome Property or Future Development Property.

. Prior to commencing construction of each Phase of the Public Improvements, the Developer shall obtain all necessary permits from all levels of government having jurisdiction over the Public Improvements to allow the Developer to build and develop that Phase of the Public Improvements consistent with the detailed development plan(s) for the Project and Public Improvements. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

#### Section 5.4 Public Improvements.

(a) Annual Updates. Until a Phase of Public Improvements for which funds will be made available pursuant to this Agreement has been fully completed in accordance with this Agreement, no later than July 1<sup>st</sup> of each year, the Parties agree to work cooperatively to review and update the list of the Public Improvements for such Phase on **EXHIBIT C** (including the scope and cost).

(b) Design, Construction and Payment of Cost of the Work of the Public Improvements. The Developer or City, as applicable, will design, based on the Construction Documents, each Phase of the Public Improvements for which funds are made available pursuant to this Agreement. The Parties will perform the applicable Work and pay their applicable share of the Cost of the Work, as illustrated in the Chart on the previous page, in accordance with this Agreement and the Construction Documents. The Parties will provide all necessary and inferable labor, materials, services and acts in connection with the design, construction and completion of each Phase of the Public Improvements, regardless of whether or not reflected in the Construction Documents. Each

Phase of the Public Improvements must be designed and built in a manner that is consistent with the requirements of the City Codified Ordinances. The Parties will use commercially reasonable, good faith efforts to diligently complete construction of the Public Improvements for each Phase upon commencement, including correction of deficiencies and other punch list items, subject to Force Majeure and market conditions as they may exist from time to time during the term of this Agreement.

Notwithstanding anything in this Agreement to the contrary, the Developer may elect not to proceed with any Phase of the Project for which funds have not yet been made available pursuant to this Agreement, in which event Developer shall have no obligation to construct the Public Improvements for such Phase. The decision not to proceed with a Phase shall have no effect on the rights and obligations contained herein for other Phases.

The Developer will supervise, perform and direct the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work.

Upon completion of each Phase of the Public Improvements as described in Section 5.4(c) below, the Parties shall calculate the Developer's or City's Share of the Cost of the Work in accordance with Section 5.2 of this Agreement and shall complete a Request for Payment substantially in the form attached hereto as **Exhibit B**. No later than thirty (30) days following the receipt of a Request for Payment, the City or Developer will either (A) remit payment to the appropriate party in the amount requested in the Request for Payment or (B) promptly notify the party of any deficiency in the Request for Payment, in which case, the Parties agree to work in good faith to correct such deficiency.

(c) Completion of Public Improvements. Each Phase of the Public Improvements will be deemed completed upon fulfillment of the following conditions:

(i) Receipt of written notice (the "**Completion Certificate**") from the Authorized Developer Representative that such Phase of the Public Improvements are complete and ready for final acceptance by the City, which notice must (A) generally describe all property acquired or installed as part of the Public Improvements; (B) state the Cost of the Work, and (C) state and constitute the Developer's representation that the construction of such Phase of the Public Improvements have been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no mechanics' liens, and all obligations, costs and expenses in connection with such Phase of the Public Improvements have been paid or discharged; and

(ii) Receipt from the Engineer of a final Certificate of Completion (the "**Engineer's Completion Certificate**") for such Phase of Public Improvements stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on site visits and inspections, that such Phase of the Public Improvements have been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items,

that the construction of such Phase of the Public Improvements have been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that such Phase of the Public Improvements have been approved by the relevant public authorities.

(d) Acceptance of Public Improvements. The City has no obligation to accept a Phase of the Public Improvements until:

(i) Such Phase of the Public Improvements is satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer's Completion Certificate for such Phase, a letter of conditional acceptance issued by the City of Huber Heights Department of Engineering and such Public Improvements are properly dedicated as public rights-of-way and easements to the City for such Phase;

(ii) the City receives the Completion Certificate, the Engineer's Completion Certificate and all documents and instruments to be delivered to the City pursuant to the Construction Documents for such Phase;

(iii) the City has received evidence reasonably satisfactory to it that all liens on such Phase of the Public Improvements, including, but not limited to, tax liens then due and payable, the lien of any mortgage, and any mechanic's liens, have been released, or, with respect to mechanic's liens, security therefor has been provided pursuant to Section 5.4(m); and

(iv) for such Phase the Developer has provided the City "as constructed record drawings" consisting of reproducible record drawings showing significant changes in the Public Improvements made during construction and containing such annotations as may be necessary for someone unfamiliar with the Public Improvements to understand the changes that were made to the original Construction Documents.

The City agrees to accept such Phase of the Public Improvements and the rights-of-way allocable thereto upon satisfaction of the conditions listed in (i) through (iv) of the preceding sentence. The City acceptance of the Public Improvements does not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.4(p).

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

(f) Construction Documents. The Developer is causing to be prepared the working drawings, plans and specifications that are necessary to be prepared in connection with the Work (collectively, the "*Drawings and Specifications*") for each Phase of Public Improvements. The final version of the Drawings and Specifications for each Phase shall

be in a form that is satisfactory to the Authorized City Representative, and the Construction Documents shall be instruments of service through which the Work to be executed is described. The Developer may retain one record set of the Drawings and Specifications. The City shall own the copyrights on the Drawings and Specifications and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of the Drawings and Specifications, except the Developer's record set, must be returned or suitably accounted for to the City, on request, upon final completion of such Phase of the Public Improvements, and the copy thereof furnished to the Developer is for use solely with respect to the Public Improvements. They are not to be used by the Developer on other projects without the specific written consent of the City. The Developer is authorized to use and reproduce applicable portions of the Drawings and Specifications appropriate to the execution of obligations with respect to such Phase of the Public Improvements and to facilitate its construction of the Project; *provided, however*, that any reproduction and distribution of copies of the Drawings and Specifications by the Developer to the extent necessary to comply with official regulatory requirements or obligations of law will not be construed as an infringement of the copyrights or other reserved rights of the City with respect to the Drawings and Specifications. All copies made under this authorization must bear the statutory copyright notice, if any, shown on the Drawings and Specifications.

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

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

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

(i) Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 each occurrence, with a \$2,000,000 aggregate; \$100,000 for damage to rented premises (each occurrence); and \$1,000,000 for personal and advertising injury. CGL must include (A) premises-operations, (B) explosion and collapse hazard, (C) underground hazard, (D) independent contractors' protective, (E) broad form property damage, including completed operations, (F) contractual liability, (G) products and completed operations, with \$2,000,000 aggregate and to be

maintained for a minimum period of one (1) year after acceptance of the Public Improvements pursuant to Section 2.4, (viii) personal injury with employment exclusion deleted, and (H) stopgap liability for \$100,000 limit. The general aggregate must be endorsed to provide that it applies to the Work only.

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

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

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

(A) City of Huber Heights, Ohio,

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

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

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

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

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

policy renewal, the Developer shall advise the City in writing of any actual or alleged claims which may erode the policy's limits.

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

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

Each policy of insurance and respective certificate of insurance must expressly provide that no less than ten (10) days prior written notice be given to City in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy.

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

(k) Sales Taxes. The Parties intend that building and construction materials incorporated into each Phase of the Public Improvements be exempt from state and local

sales taxes. The City will cooperate with the Developer to provide sales tax exemption certificates to contractors in order to exempt those materials.

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

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

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

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

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

(o) Developer Representation as to Personal Property Taxes. The Developer represents that at the time of the execution of this Agreement, it is not charged with any

delinquent personal property taxes on the general tax list of personal property of the County. Further, for each Phase of the Public Improvements, the Developer will require all contractors to execute an affidavit in the form set forth on **EXHIBIT E** (which is attached hereto and incorporated herein by reference), a copy of which certificate must be delivered to the Authorized City Representative prior to the commencement of any Work by that contractor or subcontractor.

(p) Indemnity.

(i) The Developer releases the City and each officer, official and employee thereof (collectively, the “**Indemnified Parties**” and each an “**Indemnified Party**”) from, agrees that the Indemnified Parties are not liable for, and indemnifies each Indemnified Party against, all liabilities, obligations, damages, costs and expenses (including without limitation, reasonable attorneys’ fees) asserted against, imposed upon or incurred by an Indemnified Party (collectively, the “**Liabilities**” and each a “**Liability**”), other than any Excluded Liability as hereinafter defined, arising out of, in connection with or resulting from the execution and delivery of this Agreement, the consummation of the transactions provided for herein and contemplated hereby, liens of subcontractors and suppliers of any tier, and all activities undertaken by the Developer or the City pursuant to this Agreement in furtherance of the development of the Project or the Public Improvements.

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

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

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

(iv) At its own expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; *provided, however*, if it is ethically inappropriate for one firm to represent the interests of the Developer and the Indemnified Party, the Developer must pay the reasonable legal expenses of the Indemnified Party in connection with its retention of separate counsel. The Developer is not liable for any settlement of any Liability effected without its

written consent, but if settled with the written consent of the Developer, or if there is a final judgment for the plaintiff in an action, the Developer agrees to indemnify and hold harmless the Indemnified Party except only to the extent of any Excluded Liability.

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

. After completion of the construction of the Public Improvements within the Dedication Parcel, and to the extent not otherwise owned by the City, the Developer agrees to dedicate to the City (without cost to the City) the Dedication Parcel and the Site Entrance Improvements. The Parties agree to cooperate in filing necessary plats to dedicate the street and utility areas affected for the Public Improvements within the Dedication Parcel and contemplated by this Agreement. The dedicated title and rights-of-way shall be free from liens or encumbrances except existing easements of record and those other matters that are approved by the City in writing, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that the preliminary title commitments may disclose certain utility easements that may be inconsistent with or require relocation in connection with the development contemplated by this Agreement. Each Party agrees to cooperate with the other as reasonably requested to remove or relocate the affected easements and the utility facilities located therein.

The City agrees to grant to the Developer such temporary construction easements over any portions of real property owned by the City or public rights-of-way as are reasonably necessary from time to time to enable the Developer to construct and complete the Project and/or the Public Improvements, and shall execute and deliver to the Developer upon request from time-to-time temporary construction easements in forms satisfactory to the Developer. The Developer agrees to promptly terminate any such construction easement once the related portion of the Project and/or Public Improvements has been completed.

. In connection with the construction of the Public Improvements and in performing its obligations under this Agreement, the Parties agree that they shall comply with, and require all of their employees, agents, contractors and consultants to comply with, all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Public Improvements or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to each Party, at any time in force affecting the Public Improvements or any part thereof.

. The Parties agree that the expeditious completion of the Public Improvements will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Public Improvements in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Public Improvements.

**(END OF ARTICLE V)**

**ARTICLE VI**

**[RESERVED]**

**(END OF ARTICLE VI)**

## ARTICLE VII

### COMMUNITY REINVESTMENT AREA

. The Parties acknowledge that the provision of real property tax exemptions in respect of the Developer Property will be important to facilitate the construction of the Project.

. The Parties agree that:

(a) In accordance with CRA Resolution, the City currently provides real property tax exemptions of up to 100% for up to 15 years for real property located within CRA #7.

(b) For each structure constructed in connection with the Project, the Developer agrees that it will file or cause to be filed with the City, promptly following the issuance (which issuance will not be unreasonably conditioned, withheld or delayed) by the City of a certificate of occupancy for that structure, a real property tax exemption application to the City in a form prescribed by the City and in accordance with the CRA Act.

(c) The Parties acknowledge that the CRA Act provides that the real property tax exemption will only apply to the value of the structures to be constructed upon any respective portion of the Property and not the value of the underlying land.

(d) The City agrees that promptly following confirmation of an application filed in accordance with this Section 7.2, the City will approve a 100%, 15-year real property tax exemption in respect of the portion of the Property included in such application and will certify the exemption for such portion of the Property to the County Auditor, all in accordance with the CRA Act and the CRA Resolution.

(e) The City acknowledges and agrees that the CRA Exemptions will apply to each individual Phase of the Project such that each separate Phase will be eligible to claim its own 15 year, 100% CRA Exemption irrespective of when each Phase is completed in relation to any other Phase.

. In return for the City's granting of CRA Exemptions, the Developer shall pay annual Minimum Service Payments (MSP) to the City. The City shall make payments to the applicable school districts in accordance with existing tax-sharing agreements.

The MSP shall be paid as follows:

<b>Payment Year</b>	<b>Total PILOT</b>	<b>Phase 1 of Townhome Development – 60%</b>	<b>Phase 2 of Townhome Development – 40%</b>
1	\$10,000	\$6,000	\$4,000
2 – 5	\$40,000	\$24,000	\$16,000
6 – 10	\$70,000	\$42,000	\$28,000
11-15	\$100,000	\$60,000	\$40,000

MSPs shall first be due in the tax year for which the applicable Phase of the Project would otherwise be taxable but for the CRA Exemption. The Parties acknowledge that the above-described payment schedule shall apply to all CRA Exemptions for all Phases of the Project even though there are likely to be CRA Exemptions for Phases that start and end in different years.

**Section 7.4 New Community Authority**

The Parties agree the Future Development parcels will join the Huber Heights New Community Authority (NCA). Additionally, if Phases 1 and 2 join the NCA, the terms of Section 7.3 will continue to apply, but MSPs may be remitted to the NCA at the City's discretion.

**(END OF ARTICLE VII)**

## ARTICLE VIII

### EVENTS OF DEFAULT; REMEDIES

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

(a) Default by the Developer in the due and punctual performance or observance of any obligation under this Agreement and such default is not cured within thirty (30) days after written notice from the City; *provided that*, if the default is of a non-monetary nature and cannot reasonably be cured within thirty (30) days, a Developer Default shall not be deemed to occur so long as the Developer commences to cure the default within the thirty (30) day period and diligently pursues the cure for completion within a reasonable time;

(b) Any representation or warranty made by the Developer in this Agreement is false or misleading in any material respect as of the time made;

(c) The filing by the Developer of a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

(d) The making by the Developer of a general assignment for the benefit of creditors;

(e) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the Developer as debtor; or

(f) The filing by the Developer of an insolvency proceeding with respect to such party or any proceeding with respect to such party for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

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

(a) Default by the City in the due and punctual performance or observance of any obligation under this Agreement and such default is not cured within thirty days after written notice from the Developer; *provided that*, if the default is of a non-monetary nature and cannot reasonably be cured within thirty days, a City Default shall not be deemed to occur so long as the City commences to cure the default within the thirty day period and diligently pursues the cure for completion within a reasonable time;

(b) Any representation or warranty made by the City in this Agreement is false or misleading in any material respect as of the time made; or

(c) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the City as debtor.

#### Section 8.3 Remedies.

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

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

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

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

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

. Subject to Section 8.3, the Parties each have the further right to institute any actions or proceedings (including, without limitation, actions for specific performance, injunction or other equitable relief) as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; *provided*, that any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement will not operate as a waiver of those rights or to deprive it of or limit those rights in any way; nor will any waiver in fact made by either Party with respect to any specific default or breach by any other Party under this Agreement be considered or treated as a waiver of the rights of that Party with respect to any other defaults by the other Party or with respect to the particular default or breach except to the extent specifically waived in writing. It is the further intent of this provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise any remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

. Except as otherwise provided herein, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; *provided, however*, that the Party seeking the benefit of the provisions of this Section must, within a reasonable period following commencement of the enforced delay, notify the other Party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

**(END OF ARTICLE VIII)**

## ARTICLE IX

### MISCELLANEOUS

. Except as otherwise provided below, this Agreement may not be assigned without the prior written consent of all non-assigning Parties. Notwithstanding the foregoing, the Developer may, without the prior written consent of the City, assign all or a portion of its obligations under this Agreement to entities affiliated with or under common control with the Developer.

. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council's sole discretion. Notwithstanding the foregoing, the effectiveness and enforceability of this Agreement shall be conditioned upon the acquisition of fee ownership of the Property by Developer or subsidiary of Developer. Until such time as Developer or its subsidiary acquires fee ownership of the Property, Developer shall have no rights or obligations under this Agreement.

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

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

. The City hereby acknowledges that, from time to time during the development of the Development Projects, the Developer, including any successor thereto, may obtain financing in connection with a respective portion of the Project which will be secured in whole or in part by assignments, pledges or mortgages of the Developer's interests (including any successor's interest as the case may be) in the Property (each a "***Developer Mortgage***"). In connection therewith, the City agrees to and shall cooperate with the Developer to provide to the holder of any such Developer Mortgage (each a "***Developer Mortgage***") such reasonable factual representations and/or consents regarding this Agreement and/or the Developer's rights hereunder as such Developer Mortgagee may request from time to time. By way of example, such reasonable factual representations and/or consents may take the form of: (a) estoppel certificates certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that it is in full force and effect as modified and stating the modifications), that neither the City nor the Developer is in default in the performance of any obligations under this Agreement (or specifying any such default of which the City has knowledge), and certifying as to other facts as reasonably requested by such Developer Mortgagee; and/or (b) consents to the collateral assignment of certain of the Developer's rights under or in respect of this Agreement. Any such requested assurance and/or consent shall be in a form reasonably approved by the City, and the City shall endeavor reasonably to respond to any such request in a prompt and timely manner. The Developer shall pay on behalf of the City any reasonable fees and expenses incurred by the City in connection with any request pursuant to this Section.

. Except as otherwise required by the City Codified Ordinances, any documents required to be submitted to the City pursuant to this Agreement shall be submitted to the Authorized City

Representative or such other City department as may be directed by the Authorized City Representative.

. The Developer has made no false statements to the City in the process of obtaining approval of the incentives described in this Agreement. If any representative of the Developer has knowingly made a false statement to the City to obtain the incentives described in this Agreement, the Developer shall be required to immediately return all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). The Developer acknowledges that any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

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

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

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

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

. Notwithstanding any clause or provision of this Agreement to the contrary, in no event will the City or the Developer, or its successors or permitted assigns, be liable to each other for punitive, special, consequential or indirect damages of any type and regardless of whether those

damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

. Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 9.1, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties hereto, as provided herein. With the exception of the Parties and any assignee effected pursuant to Section 9.1, it is not intended that any other person or entity shall have stood to enforce, or the right to seek enforcement by suit or otherwise of any provision of this Agreement whatsoever.

. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the Notice Address, or to another address of which the recipient has previously notified the sender in writing, and the notice will be deemed received upon actual receipt, unless sent by certified mail, in which case the notice will be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice or other papers served upon any Party must be sent by registered or certified mail at its Notice Address, or to another address or addresses as may be furnished by one party to the other.

. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

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

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

provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

**(END OF ARTICLE IX - SIGNATURE PAGES TO FOLLOW)**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**CITY OF HUBER HEIGHTS, OHIO**

By: \_\_\_\_\_

Printed: John Russell

Title: City Manager

Approved as to Form and Correctness:

By: \_\_\_\_\_

Printed: Christopher R. Conard

Title: City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**7125 EXECUTIVE BLVD. LLC**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**7125 EXECUTIVE PHASE I, LLC**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**FISCAL OFFICER’S CERTIFICATE**

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2026 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2026

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

EXHIBIT A  
DESCRIPTION AND DEPICTION OF PROPERTY



**LEGAL DESCRIPTION**  
**PHASE II TOWNHOME PROPERTY - LOT 5**  
**6.093 ACRES**

Being all of Lot 5 of the Pride One Executive Boulevard as shown on Plat Book 247, Page 12, of the Montgomery County Plat Records, and situate in Section 18, Town 2, Range 8 M.Rs., City of Huber Heights, Montgomery County, Ohio.

**PHASE I TOWNHOME PROPERTY - LOT 6**  
**9.544 ACRES**

Being all of Lot 6 of the Pride One Executive Boulevard as shown on Plat Book 247, Page 12, of the Montgomery County Plat Records, and situate in Section 18, Town 2, Range 8 M.Rs., City of Huber Heights, Montgomery County, Ohio.

**RESIDUAL PARCEL - LOT 7**  
**1.381 ACRES**

Being all of Lot 7 of the Pride One Executive Boulevard as shown on Plat Book 247, Page 12, of the Montgomery County Plat Records, and situate in Section 18, Town 2, Range 8 M.Rs., City of Huber Heights, Montgomery County, Ohio.

**DEDICATION PARCEL LOT 8**  
**0.559 ACRES**

Being all of Lot 8 of the Pride One Executive Boulevard as shown on Plat Book 247, Page 12, of the Montgomery County Plat Records, and situate in Section 18, Town 2, Range 8 M.Rs., City of Huber Heights, Montgomery County, Ohio.

**CITY PARCELS**  
**5.602 ACRES**

Being all of Lot 4 of the Pride One Executive Boulevard as shown on Plat Book 247, Page 12, of the Montgomery County Plat Records, and situate in Section 18, Town 2, Range 8 M.Rs., City of Huber Heights, Montgomery County, Ohio. (4.693 acres)

Being 0.9093 acres of Lot 6 of the Plat of Newbauer Park Section Two as recorded in Plat Book 243, Page 30 in the Plat Records of Montgomery County, Ohio (0.9093 acres)

EXHIBIT B  
FORM OF REQUEST FOR PAYMENT

To: City of Huber Heights, Ohio

Attention : Director of Finance

Subject : Request for Reimbursement for Public Improvements pursuant to the terms of the Development Agreement, dated \_\_\_\_\_, 2026 (the "**Agreement**") by and among the City of Huber Heights, Ohio; and 7125 Executive Blvd. LLC and 7125 Ohase I, LLC (collectively, the "**Developer**").

You are hereby requested to approve payment in the amount of \$\_\_\_\_\_ representing [all/a portion] of the City's Portion of the Cost of the Work for Phase \_\_\_ of the Public Improvements. All capitalized terms used in this Request for Payment have the meanings assigned to them in the Agreement unless otherwise defined herein.

The undersigned authorized representative of the Developer does hereby certify on behalf of the Developer that:

1. I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of the Developer relating to the matters covered by this Request for Payment.

2. The City's Portion of the Cost of the Work herein requested for approval for Phase \_\_\_ of the Public Improvements is a proper charge as a City's Portion of the Cost of the Work for Phase \_\_\_ of the Public Improvements (as defined in the Agreement) to be paid by the Developer or its designee in respect of such Public improvements. The amount and nature of the City's Portion of the Cost of the Work for Phase \_\_\_ of the Public Improvements to be paid, together with copies of the related invoices, are shown on a schedule attached hereto.

3. The City's Portion of the Cost of the Work included herein does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement.

4. The Developer or the appropriate parties on the Developer's behalf has or have asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to those Public Improvements or any part thereof, which warranties have vested in the City. Proof of all such warranties is attached hereto.

5. There are no outstanding mechanic's or materialman's liens from any contractors, subcontractors, materialmen and suppliers (which would not include sellers of machinery and equipment) who have provided services or materials for portion of the Public Improvements that are the subject of this Request for Payment. Attached hereto are (i) conditional lien waivers and releases from any contractors, subcontractors, materialmen and suppliers to be paid from the payment resulting from this Request for Payment; and (ii) unconditional lien waivers from any

contractors, subcontractors, materialmen and suppliers, which have not heretofore been provided, who have provided services or materials to the Phase \_\_\_ Public Improvements and were paid pursuant to a prior Request for Payment, provided that if this is a request for final payment, then Developer shall provide unconditional lien waivers from any contractors, subcontractors, materialmen and suppliers as a condition of final payment.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

**7125 EXECUTIVE BLVD. LLC**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**7125 EXECUTIVE PHASE I, LLC**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

### DESCRIPTION AND DEPICTION OF ESTIMATED PUBLIC IMPROVEMENTS

The Public Improvements and their expected cost are described in general below. The information on this Exhibit C is preliminary in nature, and is not intended to limit the construction of the Public Improvements or the Cost of the Work associated with such Public Improvements.

Water Line Improvements – The water line servicing the Townhome Property, at an estimated cost of \$1,016,405, and the water line servicing the Future Development Property upon finalization of the design and cost thereof.

Sanitary Sewer Line Improvements – The sanitary sewer line servicing the Townhome Property, at an estimated cost of \$662,010, and the water line servicing the Future Development Property upon finalization of the design and cost thereof.

Offsite Storm Sewer Improvements – Construction of an offsite detention basin and pipe installed from the detention basin to Pride One Man Hole #37 at an estimated cost of \$546,215. See attached site plan.

Site Entrance Improvements – Construction of an entrance drive, pedestrian improvements and new traffic signalization at an estimated cost of \$290,000.

**EXHIBIT C (continued)**  
**Depiction of Sanitary Sewer Easement**  
**(attached hereto)**

**EXHIBIT A  
LEGAL DESCRIPTION**

Being a 15-foot-wide sanitary sewer easement over, through, and across a part of Lots 5, 6, and 8 of Pride One Executive Boulevard as shown in Plat Book 247, Page 12, Situate in Section 18, Town 2, Range 8, City of Huber Heights, Montgomery County, Ohio and being more fully described as follows:

Commencing for reference at the southeast corner of said Lot 8, the southwest corner of Lot 3 of the Pride One subdivision as shown in Plat Book 241, Page 4, and being on the north right-of-way line of Executive Boulevard;

thence, North 84°48'39" West, 26.18 feet, along the north right-of-way line of Executive Boulevard and the south line of said Lot 8 to a point and being the principal place of beginning of the centerline of the sanitary sewer easement herein described;

thence, North 05°17'48" East, 219.41 feet, to a point;

thence, North 22°48'45" West, 130.39 feet, to a point;

thence, North 05°17'58" East, 91.66 feet, to Point "A";

thence, North 84°42'02" West, 282.17 feet, to a point;

thence, North 84°59'55" West, 320.75 feet, to a point;

thence, North 85°14'58" West, 243.32 feet, to a point;

thence, North 05°17'58" East, 211.99 feet, and there to terminate.

Also, beginning at Point "A" as shown on the attached Exhibit B and being the place of beginning of the 15-foot-wide sanitary sewer easement herein described;

thence, North 05°17'58" East, 359.41 feet, to a point;

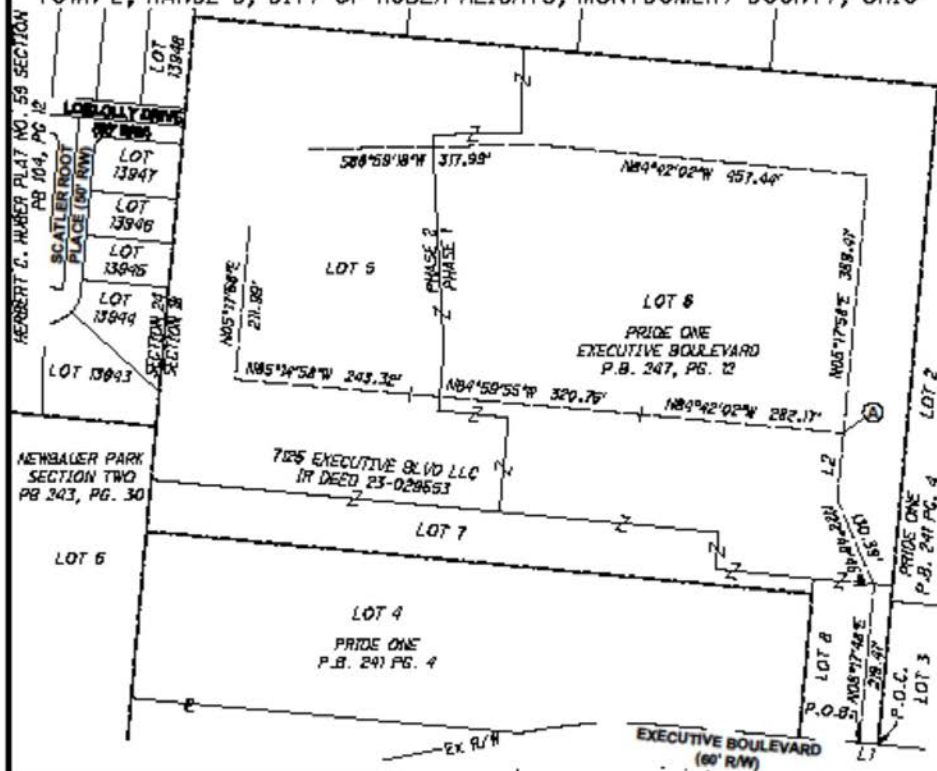
thence, North 84°42'02" West, 457.44 feet, to a point;

thence, South 88°59'18" West, 317.99 feet, and there to terminate.

The bearings are based on NAD 83 CORS 2011 Adjustment, Ohio South Zone, ODOT VRS CORS Network.

# EXHIBIT B

BEING A 15'-WIDE SANITARY SEWER EASEMENT SITUATED IN SECTION 18,  
TOWN 2, RANGE 8, CITY OF HUBER HEIGHTS, MONTGOMERY COUNTY, OHIO



JOB #	DRAWN BY:	DATE
MOTHE2407	EEN	12-15-2025

**ChoiceOne**  
Engineering

SIDNEY, OHIO 937.407.0000  
LOVELAND, OHIO 513.239.8554  
www.CHOICEONEENGINEERING.com

THE BEARINGS ARE BASED ON AND BY CORS 2017 ADJUSTMENT, OHIO SOUTH ZONE, 0007 YRS CORS NETWORK

SCALE: 1"=200'

**LEGEND**  
--- SUBDIVISION BOUNDARY

LINE TABLE		
LINE	LENGTH	BEARING
L1	26.18'	N84°48'39"W
L2	91.66'	N05°17'58"E

**EXHIBIT C (continued)**  
**Depiction of Storm Sewer Improvements**  
**(attached hereto)**

**UTILITY ANALYSES**

- 1. WATER
- 2. SEWER
- 3. GAS
- 4. FIBER OPTIC
- 5. TELEPHONE
- 6. CABLE TV
- 7. POWER
- 8. RAILROAD
- 9. HIGHWAY
- 10. AIRPORT
- 11. CANALS
- 12. FLOODING
- 13. OTHER
- 14. OTHER
- 15. OTHER
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- 19. OTHER
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- 21. OTHER
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- 100. OTHER

**UTILITY ANALYSES**

- 1. WATER
- 2. SEWER
- 3. GAS
- 4. FIBER OPTIC
- 5. TELEPHONE
- 6. CABLE TV
- 7. POWER
- 8. RAILROAD
- 9. HIGHWAY
- 10. AIRPORT
- 11. CANALS
- 12. FLOODING
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- 97. OTHER
- 98. OTHER
- 99. OTHER
- 100. OTHER

**GBBN**  
**PROJECT ARCHITECT**  
 302 E. 9th St.  
 Columbus, OH 43215  
 614.221.8700

**HURER HEIGHTS**  
 1400 Huron St.  
 Columbus, OH 43215

**CONSULTANTS**  
 City of Huron Heights  
 1400 Huron St.  
 Huron Heights, OH 43084

**OWNER**  
 City of Huron Heights  
 1400 Huron St.  
 Huron Heights, OH 43084

**CHANGES SHEET**  
 All Changes LLC  
 1400 Huron St.  
 Huron Heights, OH 43084

**CIVIL / LANDSCAPE ARCHITECT**  
 All Changes LLC  
 1400 Huron St.  
 Huron Heights, OH 43084

**STRUCTURAL ENGINEER**  
 SFE Engineering  
 1400 Huron St.  
 Huron Heights, OH 43084

**MUSIC VENUE**  
 7151 Kerkira Blvd.  
 Huron Heights, OH 43084

**MEP/ELECTRICAL / AUDIO**  
 MEPA  
 1400 Huron St.  
 Huron Heights, OH 43084

**FOOTCOTILE CONSULTANT**  
 Footcortile  
 1400 Huron St.  
 Huron Heights, OH 43084

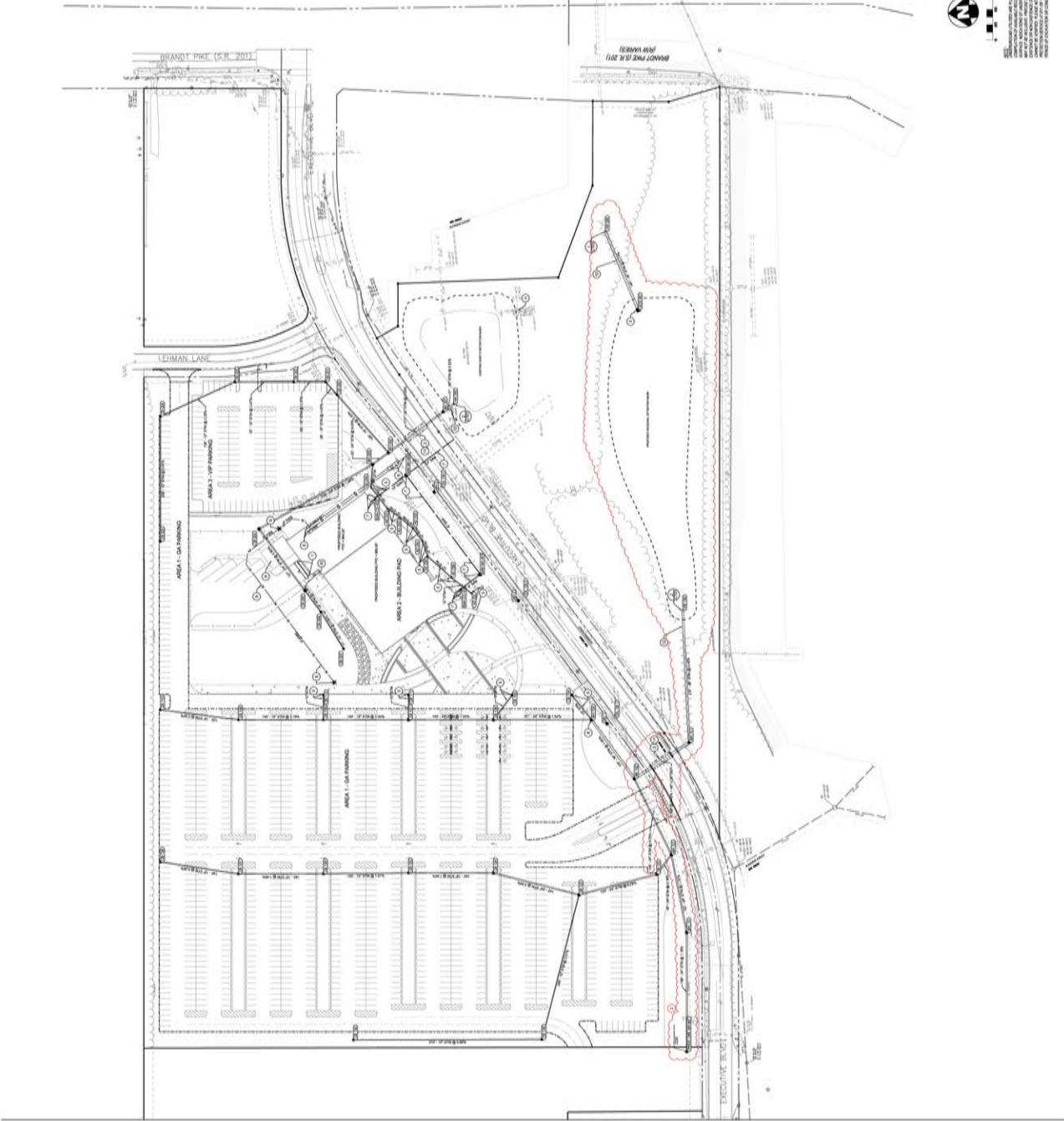
**LIFE SAFETY / CODE CONSULTING**  
 Life Safety Code Consulting  
 1400 Huron St.  
 Huron Heights, OH 43084

**CONSTRUCTION DOCUMENTS**  
 Construction Documents  
 1400 Huron St.  
 Huron Heights, OH 43084

**OVERALL UTILITY PLAN**  
 Overall Utility Plan  
 1400 Huron St.  
 Huron Heights, OH 43084

**JOB NUMBER**  
 14000100

**C-500**  
 11.17.25





**EXHIBIT D**

**PERSONAL PROPERTY TAX AFFIDAVIT (O.R.C. 5719.042)**

State of Ohio

County of \_\_\_\_\_, ss:

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name and Address of Contractor)

\_\_\_\_\_ (the  
"Contractor") and as its duly authorized representative, states that effective this \_\_\_\_ day of  
\_\_\_\_\_, 202\_\_, the Contractor:

( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (include total amount penalties and interest thereon)
_____ County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

( ) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me by the above-named affiant this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires  
\_\_\_\_\_, 202\_\_

**EXHIBIT E**  
**DEPICTION OF CITY RETAIL SITE**



**AI-11440**

**Topics Of Discussion L.**

**Council Work Session**

**Meeting Date:** 04/07/2026

City Liquor Permits - 2026 Annual Objections

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

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**Agenda Item Description or Legislation Title**

City Liquor Permits - 2026 Annual Objections

**Purpose and Background**

Each year, the City Has the opportunity to object to the renewal of any liquor licenses in the City (see attached). The deadline for filing an objection is May 4, 2026.

City Staff, the Police Division, and the Fire Division have not identified any liquor permit objections in the City at this time.

---

**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:**

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**Attachments**

Memorandum

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March 10, 2026

**HUBER HEIGHTS CITY COUNCIL  
ATTN CLERK  
6131 TAYLORSVILLE RD  
HUBER HEIGHTS, OH 45424**

**NOTICE TO LEGISLATIVE AUTHORITIES  
Objections to Renewal of a Retail Liquor Permit**

Dear Clerk of Legislative Authority:

All Class C and D retail permits that sell alcoholic beverages in your political subdivision will expire on **June 1, 2026**. Every retail permit holder must timely file an online renewal application with the Division to maintain their permit privileges and ability to sell alcoholic beverages.

Ohio Revised Code Section 4303.271(B) provides the legislative authority with the right to object to the renewal of a retail permit and to request a hearing. This is your only opportunity to object to the renewal of problematic liquor permit premises in your community.

To register a valid objection with the Division of Liquor Control and request a hearing, the legislative authority **MUST** pass a resolution that specifies the problems at the liquor permit premises and the legal grounds for the objection as set forth in Ohio Revised Code Section 4303.292(A). We suggest that a separate resolution be passed for each permit premises. The Chief Legal Officer of your political subdivision **MUST** submit a statement with the resolution that, in their opinion, the objection is based on substantial legal grounds within the meaning and intent of Ohio Revised Code Section 4303.29(A).

**The resolution and Chief Legal Officer's statement must be emailed to [liquorlegal@com.ohio.gov](mailto:liquorlegal@com.ohio.gov) or mailed to the Division of Liquor Control, Attn: Legal Section, 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005 and postmarked no later than May 4, 2026.**

You can find retail permit holders within your jurisdiction by going to [com.ohio.gov/liquorinfo](http://com.ohio.gov/liquorinfo) and selecting the "All Permits" tab. Use the search slicers to select the "issued, issued-pending transfer" status, the classes (C/D), and your taxing district number in the report. You can also contact your local law enforcement agency in case it has any information that can help you decide whether to object and request a hearing. For more information on other ways to deal with problem establishments, including a copy of this letter, go to [com.ohio.gov/govhelp](http://com.ohio.gov/govhelp).

If you decide not to object to any permit premises within your jurisdiction, then no response is needed. The Division will process non-objected to renewal applications as appropriate.

If you have questions, please contact the Legal Section at [liquorlegal@com.ohio.gov](mailto:liquorlegal@com.ohio.gov). For more information, sign up for our emails at [com.ohio.gov/stayinformed](http://com.ohio.gov/stayinformed).

DOLC Licensing and Legal Sections

AI-11455

Topics Of Discussion M.

**Council Work Session**

**Meeting Date:** 04/07/2026

2026 First Suburbs Consortium Appointment

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work Session

**Date(s) of Committee Review:** 03/16/2026  
and  
04/07/2026

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

**Agenda Item Description or Legislation Title**

2026 First Suburbs Consortium Appointment

**Purpose and Background**

Each year, the City Council must make appointments for City representatives to the First Suburbs Consortium. The City Council appoints two representatives and one alternate representative from the members of Council to the First Suburbs Consortium. The City Council appointed the 2026 representatives and the alternate representative to the First Suburbs Consortium in November, 2025. Brian Looney has a conflict and will no longer be able to serve as a representative to the First Suburbs Consortium for 2026. The City Council needs to appoint a replacement representative to the First Suburbs Consortium for 2026.

This item was discussed at the March 16, 2026 Council Work Session and Council requested that it be moved to the next Council Work Session for further discussion.

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

**Attachments**

*No file(s) attached.*

**AI-11437**

**Topics Of Discussion N.**

**Council Work Session**

**Meeting Date:** 04/07/2026

Parks And Recreation Board Appointment - B. Board

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work  
Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

---

**Agenda Item Description or Legislation Title**

Board And Commission Appointments

\* Parks And Recreation Board - Appointment

**Purpose and Background**

The City's interview panel recommends the appointment of Brandon Board to the Parks and Recreation Board for a term ending March 31, 2029. A background check has been processed on Mr. Board by Human Resources.

---

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

Application - B. Board

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## Rodgers, Anthony

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, October 28, 2025 9:59 AM  
**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

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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: Parks And Recreation Board

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

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 Board  
First Name Brandon  
Middle Name Joseph  
Address 4948 Longford  
City Huber Heights  
State OH  
Zip 45424  
Home Phone Number 9372109653  
Email Address bjjb23@gmail.com

**EDUCATION & COMMUNITY INVOLVEMENT**

EDUCATION

High School Fariborn

Course of Study or Degree Earned	diploma
College	Sinclair Community College
Course of Study or Degree Earned	Accounting
Graduate School	<i>Field not completed.</i>
Course of Study or Degree Earned	<i>Field not completed.</i>
Other (Specicity)	<i>Field not completed.</i>
Course of Study or Degree Earned	<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.

Organization	Happening Heights
Dates of Service	11/1/2024 - 10/28/2025
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>
Organization	<i>Field not completed.</i>
Dates of Service	<i>Field not completed.</i>

**EMPLOYMENT HISTORY**

Name of Employer	City of Xenia
Position(s) Held	IT Technician
Dates of Employment	8/24/2012 - 10/28/2025
Name of Employer	<i>Field not completed.</i>
Position(s) Held	<i>Field not completed.</i>
Dates of Employment	<i>Field not completed.</i>
Name of Employer	<i>Field not completed.</i>

Position(s) Held *Field not completed.*

Dates of Employment *Field not completed.*

Name of Employer *Field not completed.*

Position(s) Held *Field not completed.*

Dates of Employment *Field not completed.*

**STATEMENT OF INTEREST**

Statement Of Interest

I am deeply interested in serving on the Huber Heights Parks and Recreation Board because I believe that accessible, engaging, and well-maintained public spaces are the heart of a thriving community. Over the years, I have been actively involved in organizing and supporting community events that encourage social connection, such as block parties, tournaments, and neighborhood gatherings and I have seen firsthand how parks can bring people together across all walks of life.

As someone who values creativity, inclusion, and local pride, I want to help ensure parks and recreation programs continue to grow in ways that reflect the needs and interests of our residents. I am especially passionate about creating spaces and events that foster family engagement, outdoor activity, and a sense of belonging for everyone in Huber Heights.

With experience in event planning, community outreach, and marketing, I can bring practical insight and hands-on enthusiasm to the board. My goal is to contribute ideas and energy that strengthen our city's identity while enhancing the quality of life for current and future residents.

Serving on this board would be both an honor and an opportunity to give back to the city that has given me so much.

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 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 Brandon J. J. Board

Date 10/28/2025

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

**AI-11436**

**Topics Of Discussion**

**Council Work Session**

**Meeting Date:** 04/07/2026

Parks And Recreation Board Reappointments - A. Black/A. Hill

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work  
Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

---

**Agenda Item Description or Legislation Title**

\* Parks And Recreation Board - Reappointments

**Purpose and Background**

City Staff recommend the reappointment of Alexander Black and Andy Hill to the Parks and Recreation Board for a term ending March 31, 2029. Updated background checks were completed by Human Resources on Mr. Black and Mr. Hill.

---

**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:**

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**Attachments**

*No file(s) attached.*

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**AI-11435**

**Topics Of Discussion**

**Council Work Session**

**Meeting Date:** 04/07/2026

Personnel Appeals Board Reappointment - K. Herstine

**Submitted By:** Anthony Rodgers

**Department:** City Council

**Council Committee Review?:** Council Work  
Session

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

**Audio-Visual Needs:** None

**Legal Review:** Not Needed

**Emergency Legislation?:** No

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

---

**Agenda Item Description or Legislation Title**

\* Personnel Appeals Board - Reappointment

**Purpose and Background**

City Staff recommend the reappointment of Kenneth Herstine to the Personnel Appeals Board for a term ending March 31, 2029. An updated background check on Mr. Herstine was processed by Human Resources.

---

**Fiscal Impact**

**Source of Funds:** N/A

**Cost:** N/A

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

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

**Financial Implications:**

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**Attachments**

*No file(s) attached.*

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