CITY OF HUBER HEIGHTS
STATE OF OHIO

City Council Work Session

July 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. June 2, 2026

3. **Work Session Topics Of Discussion**

   A. City Manager Report

   B. Property Maintenance Review Board Update

   C. BWC Insurance Renewal

   D. 2027-2031 Capital Improvement Plan (CIP)

   E. 2027 Tax Budget

   F. Supplemental Appropriations

   G. Disposal Of Surplus Vehicles

H. Economic Development Grant Program

I. 2026 Sidewalk Program - Ordinance Of Assessment

J. 2027 Sidewalk Program - Resolution Of Necessity

K. Rosalie Road Extension Project - Solicit Bids

L. Charlesgate Road Gap Closure Project - Award Contract

M. Chambersburg Road Improvements - Phase IV - Acquisition Services - Award Contract

N. Motorola Solutions Software Subscription

O. Case BDP 26-13 - Oakes Tree Development - Basic Development Plan - 5001 Old Troy Pike

P. Thomas Cloud Park - Adjacent Land - First Amendment - Purchase Agreement

Q. Resolution For Municipal Services - Old Troy Pike Annexation - Churches Of Christ

R. Title Sponsorship - The Big Hoopla's Hometown Heroes Military Appreciation Night

S. Liquor Permit #10016113-1 - Transfer - Shell/True North - 7789 Brandt Pike

T. City Code - Supplement 25 - Adopting Ordinance

U. Executive Session - Various Reasons To Be Specified At Meeting

4. **Adjournment**

Council Work Session

Meeting Date:	07/07/2026		
City Manager Report			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	None	**Date(s) of Committee Review:**	N/A
Audio-Visual Needs:	SmartBoard	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	N/A

Agenda Item Description or Legislation Title

City Manager Report

Purpose and Background

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

Fiscal Impact

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

Attachments

No file(s) attached.

AI-11651 **Topics Of Discussion** **B.** **222**

Council Work Session

Meeting Date:	07/07/2026		
Property Maintenance Review Board Update			
Submitted By:	Anthony Rodgers		
Department:	City Council		
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	N/A

Agenda Item Description or Legislation Title

Property Maintenance Review Board Update

Purpose and Background

Representatives of the Property Maintenance Review Board will give an update presentation on the activities and work of the Property Maintenance Review Board.

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-11660 **Topics Of Discussion** **C.** **222**

Council Work Session

Meeting Date:	07/07/2026		
BWC Insurance Renewal			
Submitted By:	Katie Knisley		
Department:	City Manager	**Division:**	Human Resources
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

BWC Insurance Renewal

Purpose and Background

The City has once again been invited to join the BWC's Group Retrospective Rating Program through the Ohio Association Of Public Treasurers Retro Group for the 2027 policy year. In this program, the premium is paid up front and claims during the policy year are surveyed for costs at 12, 24, and 36 months, then the difference between those costs and the premium will determine the amount of rebate the City will receive. This legislation authorizes agreements with the Ohio Public Treasurer's Retrospective Group for the policy year 2027 and with Sedgwick to continue as the City's TPA in order to assist in controlling the City's exposure to risk and potentially reducing BWC premiums at a cost of $8,575.

Fiscal Impact

Source of Funds:	Various Funds
Cost:	$264,438
Recurring Cost? (Yes/No):	N/A
Funds Available in Current Budget? (Yes/No):	N/A

Financial Implications:

Estimated premium of $255,863, plus Sedgwick fee of $8,575 for the 2027 City Budget

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE CITY MANAGER TO PARTICIPATE IN THE OHIO ASSOCIATION OF PUBLIC TREASURERS 2027 WORKERS' COMPENSATION GROUP RETROSPECTIVE PROGRAM ADMINISTERED BY SEDGWICK.

WHEREAS, the City of Huber Heights has determined it is in the best interest of the City to participate in a workers' compensation group retrospective rating program in order to control the City's risk exposure while potentially reducing workers' compensation premiums; and

WHEREAS, the City of Huber Heights has been invited to participate in the Ohio Association Of Public Treasurers 2027 Workers' Compensation Group Retrospective Rating Program.

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

Section 1. The City Manager is hereby authorized to participate in the Ohio Association Of Public Treasurers Workers' Compensation Group Retrospective Rating Program and to enter into the necessary agreements with the Ohio Public Treasurers and to continue with its third-party administrator, Sedgwick, to participate in said group retrospective rating program with the Ohio BWC.

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-11579 **Topics Of Discussion** **D.** **222**

Council Work Session

Meeting Date:	07/07/2026		
2027-2031 Capital Improvement Plan (CIP)			
Submitted By:	Jim Bell		
Department:	Assistant City Manager - Finance/ED	**Division:**	Finance/Tax
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

2027-2031 Capital Improvement Plan (CIP)

Purpose and Background

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

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

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

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

The proposed 2027-2031 CIP process is developed in support of the 2027 City Budget with emphasis placed on the City's fiscal health, safety of the public and employees, and advancing the economic growth and stability of the community. The overall goals of the CIP include:

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

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

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

Fiscal Impact

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

Attachments

Resolution
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

APPROVING THE CITY OF HUBER HEIGHTS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR 2027-2031.

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

WHEREAS, the 2027-2031 Five-Year Capital Improvement Plan has been prepared and submitted to City Council for review and consideration.

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

Section 1. The 2027-2031 Five-Year Capital Improvement Plan attached hereto as Exhibit A is hereby approved.

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

EXHIBIT A

2027 - 2031 Five-Year Capital Improvement Plan (CIP)

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

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

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

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

The 2027-2031 proposed CIP process is developed in support of the City's 2027 Budget with emphasis placed on the City's fiscal health, safety of the public and employees, and advancing the economic growth and stability of the community. The overall goals of the CIP includes:

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

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

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

2027 - 2031 Five-Year Capital Improvement Plan (CIP)

Department	2027	2028	2029	2030	2031	5 Yr. Total
Planning and Zoning	571,000.00	571,000.00	571,000.00	460,000.00	460,000.00	**2,633,000.00**
Finance/Administration	108,946.75	112,455.25	116,139.25	86,129.50	86,129.50	**509,800.25**
Information Technology	429,700.00	619,700.00	539,700.00	928,700.00	409,700.00	**2,927,500.00**
Human Resources	97,567.50	99,954.53	102,413.16	104,945.56	107,553.92	**512,434.66**
Police Division	1,008,500.00	952,000.00	924,500.00	882,500.00	882,500.00	**4,650,000.00**
Fire Division	2,934,772.00	2,480,272.00	1,486,272.00	7,886,027.00	855,442.00	**15,642,785.00**
Parks and Recreation	7,220,000.00	1,390,000.00	1,215,000.00	1,365,000.00	7,070,000.00	**18,260,000.00**
Parks and Recreation (2)	157,500.00	57,500.00	57,500.00	7,500.00	7,500.00	**287,500.00**
Public Works	1,276,600.00	832,300.00	182,300.00	182,300.00	182,300.00	**2,655,800.00**
Engineering - Streets/Traffic	9,255,000.00	8,645,000.00	3,785,000.00	11,715,000.00	2,335,000.00	**35,735,000.00**
Engineering - Water	19,439,177.63	14,529,766.38	19,879,375.88	12,143,389.88	15,262,760.25	**81,254,470.00**
Engineering - Sewer	8,042,262.38	6,102,496.94	6,741,286.15	7,469,853.71	8,301,072.50	**36,656,971.67**
Engineering / Public Works - Stormwater	600,491.00	592,540.10	355,794.11	370,373.52	386,410.87	**2,305,609.60**
Engineering - GIS	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	**250,000.00**
Totals	**51,191,517.25**	**37,034,985.19**	**36,006,280.54**	**43,651,719.16**	**36,396,369.04**	**204,280,871.19**

Planning and Zoning

Project	2027	2028	2029	2030	2031	5 Yr. Total
Urban SDK	11,000.00	11,000.00	11,000.00			**33,000.00**
Online Review Software (iWorq, Bluelight)	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	**200,000.00**
Zoning Vehicles lease (4)	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	**100,000.00**
As-needed planning consulting services	100,000.00	100,000.00	100,000.00			**300,000.00**
Nuisance Property Remediation (grass cut, demolition, securing)	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	**2,000,000.00**
TOTALS:	**571,000.00**	**571,000.00**	**571,000.00**	**460,000.00**	**460,000.00**	**2,633,000.00**

Funded By:

General Fund - 101

Finance / Administration

Project	2027	2028	2029	2030	2031	5 Yr. Total
Accounting/Payroll Software	104,046.75	107,555.25	111,239.25	81,229.50	81,229.50	**485,300.25**
Tax Vehicle lease	4,900.00	4,900.00	4,900.00	4,900.00	4,900.00	**24,500.00**
Tax Software						-
City Hall Renovations (encumbered in 2025)						-
TOTALS:	**108,946.75**	**112,455.25**	**116,139.25**	**86,129.50**	**86,129.50**	**509,800.25**

Funded By:

General Fund - 101

Information Technology

Project	2027	2028	2029	2030	2031	5 Yr. Total
Cyber Security/Network Support & Monitoring	375,000.00	385,000.00	385,000.00	385,000.00	385,000.00	**1,915,000.00**
Replace and upgrade all WiFi AP's to latest standard		10,000.00				**10,000.00**
Replace Aquatic Center POS PC's		-	-	12,000.00		**12,000.00**
Replace Aquatic Center Entrance PCs with Tablets				7,000.00		**7,000.00**
City Vehicle lease	4,700.00	4,700.00	4,700.00	4,700.00	4,700.00	**23,500.00**
Replace Mobile Laptops Fire Vehicles				25,000.00		**25,000.00**
Replace Panasonic Toughbooks in Police Cruisers				160,000.00		**160,000.00**
Upgrade Scale Virtual Server Infrastructure	35,000.00			85,000.00		**120,000.00**
Replace Phone System				110,000.00		**110,000.00**
Replace PCs Council Chambers			15,000.00			**15,000.00**
Replace Backup Appliance			15,000.00			**15,000.00**
Replace Computers city wide 5 years old	15,000.00	20,000.00	20,000.00	20,000.00	20,000.00	**95,000.00**
Construct City Owned Fiber Network		100,000.00	100,000.00	100,000.00		**300,000.00**
Replace all network switches city wide		100,000.00				**100,000.00**
Replace Watch Dawg DVR				20,000.00		**20,000.00**
						-
TOTALS:	**429,700.00**	**619,700.00**	**539,700.00**	**928,700.00**	**409,700.00**	**2,927,500.00**

Funded By:
General Fund - 101

Human Resources

Project	2027	2028	2029	2030	2031	5 Yr. Total
Timekeeping Software - annual maintenance	18,000.00	18,000.00	18,000.00	18,000.00	18,000.00	**90,000.00**
HRIS Software - annual maintenance	79,567.50	81,954.53	84,413.16	86,945.56	89,553.92	**422,434.66**
						-
TOTALS:	**97,567.50**	**99,954.53**	**102,413.16**	**104,945.56**	**107,553.92**	**512,434.66**

Funded By:

General Fund - 101

Police

Project	2027	2028	2029	2030	2031	5 Yr. Total
Patrol Vehicles lease	474,000.00	474,000.00	474,000.00	474,000.00	474,000.00	**2,370,000.00**
Detective Vehicles lease	79,000.00	79,000.00	79,000.00	79,000.00	79,000.00	**395,000.00**
Command Staff Vehicles lease	39,000.00	39,000.00	39,000.00	39,000.00	39,000.00	**195,000.00**
K9 Vehicle lease (2)	48,000.00	48,000.00	48,000.00	48,000.00	48,000.00	**240,000.00**
Other unmarked vehicles lease (7)	54,000.00	54,000.00	54,000.00	54,000.00	54,000.00	**270,000.00**
Replacement/Upgrade of Handguns	4,600.00	4,600.00	4,600.00	4,600.00	4,600.00	**23,000.00**
Speed Measuring Device Replacement/Upgrade	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	**30,000.00**
Ballistic Vests (14 per year)	21,000.00	21,000.00	21,000.00	21,000.00	21,000.00	**105,000.00**
DMT Intoxilyzer	16,000.00	-	-	-	-	**16,000.00**
Virtual Reality Training System	30,000.00					**30,000.00**
RERT Vests/Armor	30,000.00					**30,000.00**
Team Wendy Helmets	8,000.00					**8,000.00**
Rifle Optics		12,000.00				**12,000.00**
RERT Headsets		12,000.00				**12,000.00**
Patrol Rifle	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	**6,500.00**
Citizen on Patrol Vehicles lease (2)	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	**125,000.00**
Public Affairs SUV lease	27,600.00	27,600.00	27,600.00	27,600.00	27,600.00	**138,000.00**
Flock Camera (16) Lease	48,000.00	48,000.00	48,000.00	48,000.00	48,000.00	**240,000.00**
Portable Speed Displays	-	3,500.00	-	-	-	**3,500.00**
Tasers Lease	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	**275,000.00**
In-Car Camera Lease	42,000.00	42,000.00	42,000.00	-	-	**126,000.00**
TOTALS:	**1,008,500.00**	**952,000.00**	**924,500.00**	**882,500.00**	**882,500.00**	**4,650,000.00**

Funded By:

General Fund - 101
Police Fund - 209
Drug Enforcement Fund - 211
Law Enforcement Fund - 212
Law Enforcement Assistance - 242
Federal Equity Sharing - 434

Fire

Project	2027	2028	2029	2030	2031	5 Yr. Total
Rotational Replacement of PPE sets (12)	60,500.00	70,000.00	77,000.00	84,700.00	93,170.00	**385,370.00**
Design (architect fees) and construction for new station			460,000.00	7,040,000.00	-	**7,500,000.00**
Turnout Gear for staffing new station (15 people)				134,055.00	-	**134,055.00**
Station 22 /25 upgrades, repairs + Replace TOG washers	100,000.00	25,000.00		-	-	**125,000.00**
Cardiac Monitoring Equipment Lease	122,272.00	122,272.00	122,272.00	122,272.00	122,272.00	**611,360.00**
Medic Replacement (3 yr build time)	450,000.00		460,000.00	-	470,000.00	**1,380,000.00**
Staff Vehicle Replacements	95,000.00	95,000.00	95,000.00	95,000.00	95,000.00	**475,000.00**
Station 24 (New fire apparatus and medic + associated)	-	2,100,000.00		-	-	**2,100,000.00**
Self Contained Breathing Apparatus Replacement		-	-	410,000.00	-	**410,000.00**
Power Cot Load System Replacement	68,000.00	68,000.00	272,000.00		-	**408,000.00**
Construction of Public Safety Training Center (Phase 1)	2,000,000.00					**2,000,000.00**
Boat and Motor Replacement (water rescue vehicle)	39,000.00		-	-	75,000.00	**114,000.00**
TOTALS:	**2,934,772.00**	**2,480,272.00**	**1,486,272.00**	**7,886,027.00**	**855,442.00**	**15,642,785.00**

Funded By:

General Fund - 101

Fire Fund - 210

Fire Capital - 431

Parks and Recreation

Project	2027	2028	2029	2030	2031	5 Yr. Total
Senior Center Handicap Entry Buttons	20,000.00					**20,000.00**
Pave Walking Paths	100,000.00		40,000.00		40,000.00	**180,000.00**
Community Park Restroom Install	250,000.00					**250,000.00**
Replace Play Equipment at Community Center	150,000.00					**150,000.00**
CT2 Park Phase I	300,000.00					**300,000.00**
Cloud Park Site Work	1,000,000.00	-	-	-	-	**1,000,000.00**
Cloud Park Community Building/Restrooms	3,000,000.00					**3,000,000.00**
Cloud Park Playground ($500k from LWCF Grant)	1,200,000.00					**1,200,000.00**
Cloud Park Splash Pad	1,200,000.00					**1,200,000.00**
Cottonwood Park Basketball Upgrades		100,000.00	-	-	-	**100,000.00**
Cottonwood Park Fence Upgrades		30,000.00	-	-	-	**30,000.00**
Cloud Park Basketball Resurfacing		100,000.00				**100,000.00**
Playground Replacement Cloud Park Blue (or Miami Villa, Twin Creeks, Gary Sherman)		350,000.00	350,000.00	350,000.00	350,000.00	**1,400,000.00**
Cloud Park Planting		80,000.00				**80,000.00**
Cloud Park Amenities		80,000.00				**80,000.00**
Cloud Park Shelter Addition		100,000.00	-		-	**100,000.00**
Community Center HVAC Upgrades		75,000.00	-	-	-	**75,000.00**
Play Surfacing		125,000.00	-	125,000.00	-	**250,000.00**
Ford Transit and Wrap		100,000.00				**100,000.00**
Cloud Park Brandt Pike Entry		250,000.00				**250,000.00**
Ballfield Dirt			45,000.00		60,000.00	**105,000.00**
Raise Low Spots in Parks			20,000.00		20,000.00	**40,000.00**
RecPlex Pickleball, Boccee, and Basketball			600,000.00			**600,000.00**
Parks Gateway Signs			80,000.00			**80,000.00**
Playground Mulch Refresh			80,000.00			**80,000.00**
Canal Heights - Phase 1				500,000.00		**500,000.00**
Gary Sherman Safety Town					500,000.00	**500,000.00**
Cloud Park - Phase 2	-	-		-	6,000,000.00	**6,000,000.00**
Dial Park Path Paving	-	-		40,000.00	-	**40,000.00**
Dial Park Playground	-	-		350,000.00	-	**350,000.00**
Cottonwood Parking Lot Paving					100,000.00	**100,000.00**
	-	-	-			**-**
TOTALS:	**7,220,000.00**	**1,390,000.00**	**1,215,000.00**	**1,365,000.00**	**7,070,000.00**	**18,260,000.00**

Funded By:

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

Parks and Recreation
Aquatic Center and
Music Center

Project	2027	2028	2029	2030	2031	5 Yr. Total
Kroger Aquatic Center	-	-	-	-	-	**-**
KAC Deck Umbrellas	-	-	-	-	-	**-**
KAC Loungers & Chairs	15,000.00					**15,000.00**
KAC Inner Tubes	15,000.00	-	-	-	-	**15,000.00**
KAC Lap Pool, Splash Pad, Baby Pool Painting	-	50,000.00	-	-	-	**50,000.00**
KAC Sunshade						**-**
KAC Pool Pumps	-	-	-	-	-	**-**
KAC Slide Tower Canvas						**-**
KAC Chemical Feeders	-	-	-	-	-	**-**
KAC Lazy River Painting	-	-	50,000.00	-	-	**50,000.00**
KAC Lifeguard Chairs	-	-	-	-	-	**-**
KAC Activity Pool & Structure Painting	50,000.00	-	-	-	-	**50,000.00**
KAC Slide Resurfacing	50,000.00	-	-	-	-	**50,000.00**
Rose Music Center						
RMC Brick Columns	20,000.00	-	-	-	-	**20,000.00**
RMC Exterior Building Painting	-	-	-	-	-	**-**
RMC Concession Equipment	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	**37,500.00**
RMC Bird Remediation	-	-	-	-	-	**-**
TOTALS:	**157,500.00**	**57,500.00**	**57,500.00**	**7,500.00**	**7,500.00**	**287,500.00**

Funded By:

General Fund - 101

Parks and Recreation Fund - 218

Public Works

Project	2027	2028	2029	2030	2031	5 Yr. Total
compact size pick-up truck lease	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	**27,500.00**
compact size pick-up truck lease	5,100.00	5,100.00	5,100.00	5,100.00	5,100.00	**25,500.00**
1/2-ton pick-up (f-150 Rose) lease	9,200.00	9,500.00	9,500.00	9,500.00	9,500.00	**47,200.00**
1 and 1/2-ton Crew Cab liftgate (F-350) lease	9,100.00	10,000.00	10,000.00	10,000.00	10,000.00	**49,100.00**
1-ton pick-up dump bed insert (F-250) lease	6,500.00	10,000.00	10,000.00	10,000.00	10,000.00	**46,500.00**
1-ton pick-up Service Body (F-250) lease	7,200.00	7,700.00	7,700.00	7,700.00	7,700.00	**38,000.00**
1-ton pick-up Reg (F-250) lease	6,600.00	7,100.00	7,100.00	7,100.00	7,100.00	**35,000.00**
1 and 1/2-ton Crew Cab liftgate (F-350) lease	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	**50,000.00**
2-ton dump body (F-450) lease	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	**60,000.00**
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	**55,000.00**
1/2-ton ext cab pick-up (F-150) lease	9,400.00	9,400.00	9,400.00	9,400.00	9,400.00	**47,000.00**
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	**55,000.00**
2-ton dump body (F-450) lease	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	**55,000.00**
1 and 1/2-ton Crew Cab liftgate (F-350) lease	9,100.00	9,100.00	9,100.00	9,100.00	9,100.00	**45,500.00**
2 ton dump body (F-450) lease	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	**60,000.00**
2 ton dump body (F-450) lease	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	**60,000.00**
2 ton dump body (F-450) lease	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	**60,000.00**
1/2-ton ext cab pick-up (F-150) lease	8,900.00	8,900.00	8,900.00	8,900.00	8,900.00	**44,500.00**
Mid-size SUV	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	**45,000.00**
Asphalt Paver		200,000.00				**200,000.00**
Demo/Refurbish Old PWF site	300,000.00					**300,000.00**
Replace snow plow chassis and upfit	700,000.00					**700,000.00**
New Bucket Truck		300,000.00				**300,000.00**
Asphalt Roller		150,000.00				**150,000.00**
Asphalt Heater Mobile Trailer	70,000.00					**70,000.00**
Mill Head Attachment	30,000.00					**30,000.00**
TOTALS:	**1,276,600.00**	**832,300.00**	**182,300.00**	**182,300.00**	**182,300.00**	**2,655,800.00**

Funded By:

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

Engineering - Streets/Traffic

Project	2027	2028	2029	2030	2031	5 Yr. Total
Street Improvement Program	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	**10,000,000.00**
Sidewalk Program	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	**750,000.00**
Miscellaneous Traffic Studies & Upgrades	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	**300,000.00**
Old Troy Pike Traffic Monitoring	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	**200,000.00**
AI Visiion Traffic Management Solutions (Cybr Castle)	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	**150,000.00**
Urban SDK	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	**75,000.00**
Mast Arm Traffic Pole Installation - Design		40,000.00		40,000.00		**80,000.00**
Mast Arm Traffic Pole Installation - Construction	1,200,000.00	600,000.00		600,000.00	40,000.00	**2,440,000.00**
Brandt Pike Traffic AI Monitoring - Phase 3 & 4	50,000.00	50,000.00	50,000.00			**150,000.00**
Decorative Street Lights on Executive Blvd	800,000.00					**800,000.00**
Brandt Pike/Meijer Intersection - construction	800,000.00					**800,000.00**
New Carlisle Pike to Chambersburg Road - Construction	4,000,000.00					**4,000,000.00**
Taylorsville Rd - Sidewalk Gap Closure (4725 Taylorsville)	10,000.00	80,000.00				**90,000.00**
City Wide Roundabouts Study	100,000.00					**100,000.00**
Chambersburg Rd East Improvement - Phase IV Construction		5,000,000.00				**5,000,000.00**
Chambersburg Road Improvement - Phase V Design, Acquisition and Construction		500,000.00	400,000.00	7,000,000.00		**7,900,000.00**
Taylorsville Rd Widening - Design & Construction		50,000.00	800,000.00			**850,000.00**
Bellefontaine Rd - Sidewalk Install (Heathermere West)		30,000.00	200,000.00			**230,000.00**
Brandt Pike/Tom Cloud - Curb & Sidewalk Install (west)			40,000.00	500,000.00		**540,000.00**
Roadway Pavement Rating Study				80,000.00		**80,000.00**
Chambersburg/Fishburg Pave Bike Path Trail - Const				1,200,000.00		**1,200,000.00**
						-
TOTALS:	**9,255,000.00**	**8,645,000.00**	**3,785,000.00**	**11,715,000.00**	**2,335,000.00**	**35,735,000.00**

Funded By:

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

Engineering - Water

Project	2027	2028	2029	2030	2031	5 Yr. Total
Water Capital Projects budgeted through Veolia	1,200,000.00	1,200,000.00	1,200,000.00	1,200,000.00	1,200,000.00	**6,000,000.00**
Water Main Replacement Program	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	**15,000,000.00**
EPA Reports	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	**300,000.00**
Veolia Operation & Maintenance Contract	5,400,000.00	5,940,000.00	6,534,000.00	7,187,400.00	7,906,140.00	**32,967,540.00**
Veolia - CBT Contract Continuation	40,000.00	40,000.00	40,000.00	50,000.00	50,000.00	**220,000.00**
RMA Water Meter Replacement	2,750,000.00	2,750,000.00				**5,500,000.00**
Booster Station Service Agreement	20,000.00	20,000.00	25,000.00	25,000.00	25,000.00	**115,000.00**
Utility Software - Waterworks	16,727.63	17,316.38	17,925.88	18,539.88	19,170.25	**89,680.00**
Inspection Vehicle (1/2 lease)	2,450.00	2,450.00	2,450.00	2,450.00	2,450.00	**12,250.00**
City of Dayton Water Main Connection - Construction	3,000,000.00					**3,000,000.00**
Taylorsville Rd 24" Water Main Extension	2,800,000.00					**2,800,000.00**
Fire Training Facility (water portion)	400,000.00					**400,000.00**
New Clear Water Well - Design & Construction	450,000.00		9,000,000.00			**9,450,000.00**
WTP - Membrane Cleaning System Upgrades - Design	200,000.00					**200,000.00**
WTP - Membrane Cleaning System Upgrades - Const		1,500,000.00				**1,500,000.00**
SR 40 Water Tower Painting				600,000.00		**600,000.00**
WTP - New Production Well					3,000,000.00	**3,000,000.00**
AI Pipe Failure Analysis	100,000.00					**100,000.00**
						-
						-
TOTALS:	**19,439,177.63**	**14,529,766.38**	**19,879,375.88**	**12,143,389.88**	**15,262,760.25**	**81,254,470.00**

Funded By:

Water Fund - 501

Water Utility Reserve Fund - 504

Engineering - Sewer

Project	2027	2028	2029	2030	2031	5 Yr. Total
Sanitary Capital Projects budgeted through Veolia	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00	**1,500,000.00**
Sanitary Sewer and Manhole Repair	125,000.00	125,000.00	125,000.00	125,000.00	125,000.00	**625,000.00**
Upgrade Existing Lift Stations & Pump Repair	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	**500,000.00**
Sanitary Sewer Lining	800,000.00	800,000.00	800,000.00	800,000.00	800,000.00	**4,000,000.00**
Replace Pump Station Call-Out Monitoring System	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	**75,000.00**
Veolia Operation & Maintenance Contract	1,084,417.40	1,192,859.14	1,312,145.05	1,443,359.56	1,587,695.52	**6,620,476.67**
TCA Maintenance Contract	3,008,053.85	3,459,261.93	3,978,151.22	4,574,873.90	5,261,104.98	**20,281,445.88**
Fairborn Wastewater Agreement	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	**450,000.00**
Utility Software - Waterworks	17,341.13	17,925.88	18,539.88	19,170.25	19,822.00	**92,799.13**
Inspection Vehicle (1/2 lease)	2,450.00	2,450.00	2,450.00	2,450.00	2,450.00	**12,250.00**
Sanitary Sewer Ext on Chambersburg from S.R. 4 west	2,500,000.00		-	-	-	**2,500,000.00**
						-
						-
TOTALS:	**8,042,262.38**	**6,102,496.94**	**6,741,286.15**	**7,469,853.71**	**8,301,072.50**	**36,656,971.67**

Funded By:

Sewer Fund - 551

Sewer Acquisition/Capital Fund - 552

Engineering / Public Works - Stormwater

Project	2027	2028	2029	2030	2031	5 Yr. Total
Engineering						
Stormwater Management (Ditch cleaning, Storm Pipe/Culvert Repair, Lining or Replacement, Catch Basin Repair)	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	**1,000,000.00**
Veolia Operation & Maintenance Contract	120,491.00	132,540.10	145,794.11	160,373.52	176,410.87	**735,609.60**
EPA Stormwater Annual Report	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	**50,000.00**
Storm Pump Stations Mission Control	20,000.00					**20,000.00**
New Carlisle Pike Roadway Extension (Storm portion)	250,000.00					**250,000.00**
Chambersburg Road - Phase IV Widening (Storm portion)	-	250,000.00				**250,000.00**
Public Works						
No items presently planned	-					-
						-
TOTALS:	**600,491.00**	**592,540.10**	**355,794.11**	**370,373.52**	**386,410.87**	**2,305,609.60**

Funded By:

Storm Water Management Fund - 571

Engineering - GIS

Project	2027	2028	2029	2030	2031	5 Yr. Total
Utility Location Survey	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	**250,000.00**
						-
TOTALS:	**50,000.00**	**50,000.00**	**50,000.00**	**50,000.00**	**50,000.00**	**250,000.00**

Funded By:

Water Fund - 501
Sewer Fund - 551
Storm Water Management - 571
General Fund - 101

AI-11583 **Topics Of Discussion** **E.** **222**

Council Work Session

Meeting Date:	07/07/2026		
2027 Tax Budget			
Submitted By:	Jim Bell		
Department:	Assistant City Manager - Finance/ED	**Division:**	Finance/Tax
Council Committee Review?:	Council Work Session		
Date(s) of Committee Review:	07/07/2026		
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

2027 Tax Budget

Purpose and Background

This legislation is a formality to adopt the 2027 Tax Budget. The resolution is to adopt the Tax Budget for Fiscal Year 2027, and this adoption is the beginning of the budget process. The Miami County Auditor is requesting that the City submit the Tax Budget as proof of the need for Miami County's distribution of property taxes and Local Government Fund revenue to the City. A public hearing on the 2027 Tax Budget is scheduled for the July 13, 2026 City Council Meeting. The 2027 Tax Budget is required to be submitted to the Miami County Auditor by July 20, 2026. City Staff respectfully request a first reading and adoption of the legislation at the July 13, 2026 City Council Meeting as non-emergency legislation.

Fiscal Impact

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

Financial Implications:

There are no financial implications at this time. This preliminary 2027 Tax Budget only provides revenue estimates. This will not be the final 2027 Appropriations Budget, which will be presented to the City Council later this year.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

ADOPTING A PRELIMINARY TAX BUDGET FOR REVENUES OF THE CITY OF HUBER HEIGHTS, OHIO FOR THE PERIOD BEGINNING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2027.

WHEREAS, a budget process is required by the State of Ohio for each local government to demonstrate the need for taxes which it plans to levy and which is used in most counties to allocate the Local Government Fund to jurisdictions within the County; and

WHEREAS, some County Budget Commissions require a Preliminary Tax Budget to be submitted by municipalities within their jurisdictions in July of each year; and

WHEREAS, the Montgomery County Budget Commission has waived the requirement to file a Preliminary Tax Budget; and

WHEREAS, the Miami County Budget Commission requires the City to file a Preliminary Tax Budget: and

WHEREAS, the Preliminary Tax Budget has been made conveniently available to public inspection for at least ten (10) days by having at least two (2) copies thereof on file in the Office of the Director of Finance; and

WHEREAS, the Council has held a public hearing on said Tax Budget of which public notice was given by publication not less than ten (10) days previous to the date thereof; and

WHEREAS, such Tax Budget must be adopted on or before the fifteenth day of July; and

WHEREAS, the City Council of the City of Huber Heights finds the Tax Budget for the year 2027, as proposed and made part hereof, satisfactory and acceptable; and

WHEREAS, the Preliminary Tax Budget is not a final budget, and is used primarily as an estimate and to show that the municipality will still need its share of the Local Government Fund money that is distributed by the County Budget Commissions.

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

Section 1. The Preliminary Tax Budget of the City of Huber Heights for the Fiscal Year beginning January 1, 2027 is hereby approved as set forth in Exhibit A hereto.

Section 2. The Director of Finance is hereby authorized and directed to submit the approved Preliminary Tax Budget for 2027 and a certified copy of this Resolution to the Miami County Auditor in accordance with statute, and also send a copy to the Montgomery County Auditor.

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

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

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

EXHIBIT A

CITIES/VILLAGES TAX BUDGET-2027

Council of the City of Huber Heights,
To: Montgomery County Auditor:
Miami County Auditor:

July 13, 2026

The Council of said City hereby submits its annual Budget for the year commencing January 1st, **2027** for consideration of the Montgomery and Miami County Budget Commissions pursuant to Section 5705.281 of the Revised Code.

_____
Director of Finance

FUND	Estimated Unencumbered Balance January 1, 2027	Property Taxes	Undivided Local Govt & LGRA Funds	Other Sources	Total
#101 GENERAL FUND	$25,035,393.00			$20,713,624.00	$45,749,017.00
SPECIAL REVENUE FUNDS					
#202 Motor Vehicle	$814,072.00	$0.00	$0.00	$358,361.00	$1,172,433.00
#203 Gasoline Tax	$4,784,756.00	$0.00	$0.00	$2,717,294.00	$7,502,050.00
#207 Lighting Districts	$399,905.00	$0.00	$0.00	$335,125.00	$735,030.00
#209 Police Fund	$544,719.00		$0.00	$10,934,218.00	$11,478,937.00
#210 Fire Operating	$1,630,330.00		$0.00	$11,344,890.00	$12,975,220.00
#211 Drug Enforcement	$1,015.00	$0.00	$0.00	$1,500.00	$2,515.00
#212 Law Enforcement	$11,967.00	$0.00	$0.00	$20,700.00	$32,667.00
#214 State Highway Maint.	$275,708.00	$0.00	$0.00	$204,734.00	$480,442.00
#216 County Permissive Tax	$660,058.00	$0.00	$0.00	$95,224.00	$755,282.00
#217 City Permissive Tax	$109,788.00	$0.00	$0.00	$311,941.00	$421,729.00
#218 Park & Recreation	$2,579,702.00	$0.00	$0.00	$3,994,200.00	$6,573,902.00
#222 CDBG	$0.00	$0.00	$0.00	$150,000.00	$150,000.00
#226 Local Street Operating	$4,008,757.00	$0.00	$0.00	$3,251,835.00	$7,260,592.00
#238 Byrne Memorial	$0.00	$0.00	$0.00	$0.00	$0.00
#240 Montgomery County TIF	$3,199,737.00	$0.00	$0.00	$2,528,732.00	$5,728,469.00
#242 Law Enforcement Assistance	$0.00	$0.00	$0.00	$0.00	$0.00
#243 Miami County TIF	$5,648,296.00	$0.00	$0.00	$1,419,514.00	$7,067,810.00
#244 Miami County TIF DEC	$0.00	$0.00	$0.00	$925,928.00	$925,928.00
#245 Miami County West TIF	$208,261.00	$0.00	$0.00	$85,000.00	$293,261.00
#246 Mont. County Central TIF	$0.00	$0.00	$0.00	$25,200.00	$25,200.00
#247 Mont. County South TIF	$214,638.00	$0.00	$0.00	$150,541.00	$365,179.00
#248 Miami Cty North Firehouse TIF	$107,600.00	$0.00	$0.00	$52,300.00	$159,900.00
#249 Lexington Place TIF	$390,064.00	$0.00	$0.00	$247,615.00	$637,679.00
#280 OneOhio Opioid Settlement	$122,981.00	$0.00	$0.00	$10,825.00	$133,806.00
#291 American Rescue Plan Act	$0.00	$0.00	$0.00	$0.00	$0.00
#293 ARPA First Responders Grant	$0.00	$0.00	$0.00	$0.00	$0.00
Total Special Revenue	$25,712,354.00	$0.00 #	$0.00	$39,165,677.00	$64,878,031.00
DEBT SERVICE FUNDS					
#305 Sp. Assess. Bond Ret.	$1,712,914.00	$0.00	$0.00	$1,365,560.00	$3,078,474.00
#308 General Bond Ret.	$391,828.00	$0.00	$0.00	$2,852,150.00	$3,243,978.00
Total Debt Service	$2,104,742.00	$0.00	$0.00	$4,217,710.00	$6,322,452.00

The Montgomery and Miami County Auditor's Office will provide the Property Tax and Local Government Revenue. Please do not include these amounts in your estimates.
This Budget must be adopted by City Council on or before July 15, 2026.

CITIES/VILLAGES TAX BUDGET

FUND	Unencumbered Balance January 1, 2027	Property Taxes	Undivided Local Govt & LGRA Funds	Other Sources	Total
CAPITAL PROJECTS					
#406 Capital Improvements	$12,722,941.00	$0.00	$0.00	$40,934,050.00	$53,656,991.00
#410 Transformative Economic Dev	$6,585,207.00	$0.00	$0.00	$16,786,500.00	$23,371,707.00
#421 Issue 2	$32,775.00	$0.00	$0.00	$0.00	$32,775.00
#427 EDGE	$0.00	$0.00	$0.00	$275,000.00	$275,000.00
#431 Fire Capital/Equip.	$1,306,722.00	$0.00	$0.00	$6,675,394.00	$7,982,116.00
#433 Local Street Capital	$5,732,910.00	$0.00	$0.00	$2,434,514.00	$8,167,424.00
#434 Federal Equity Sharing	$84,346.00	$0.00	$0.00	$31,200.00	$115,546.00
#436 Asist to Firefighter	$11,730.00	$0.00	$0.00	$0.00	$11,730.00
#437 Energy Conservation Grant	$0.00			$0.00	$0.00
#454 Carriage Trails Infrastructure	$382,214.00	$0.00	$0.00	$6,765,000.00	$7,147,214.00
Total Capital Proj	$26,858,845.00	$0.00	$0.00	$73,901,658.00	$100,760,503.00
ENTERPRISE FUNDS					
#501 Water Operating	$7,058,162.00	$0.00	$0.00	$9,558,933.00	$16,617,095.00
#502 Water Construction	$0.00	$0.00	$0.00	$0.00	$0.00
#503 Water R & I	$63,723.00	$0.00	$0.00	$0.00	$63,723.00
#504 Water Util. Res.	$12,512,935.00	$0.00	$0.00	$23,432,234.00	$35,945,169.00
#505 Water Bond Service	$18,058.00	$0.00	$0.00	$0.00	$18,058.00
#506 Water Bond Reserve	$92,006.00	$0.00	$0.00	$15,000.00	$107,006.00
#551 Sewer Operating	$4,563,753.00	$0.00	$0.00	$5,242,616.00	$9,806,369.00
#552 Sewer Acq/Construction	$1,018,222.00	$0.00	$0.00	$431,038.00	$1,449,260.00
#571 Storm Water Management	$736,619.00	$0.00	$0.00	$1,245,732.00	$1,982,351.00
Total Ent/Utility	$26,063,478.00	$0.00 #	$0.00	$39,925,553.00	$65,989,031.00
INTERNAL SERVICE FUNDS	$0.00	$0.00	$0.00	$0.00	$0.00
TRUST & FIDUCIARY					
#723 Fire Insurance Deposit	$128,043.00	$0.00	$0.00	$0.00	$128,043.00
#732 Unclaimed Monies	$19,366.00	$0.00	$0.00	$0.00	$19,366.00
#802 Cash Surety Fund	$302,416.00	$0.00	$0.00	$300,000.00	$602,416.00
Total Trust & Fiduciary	$449,825.00	$0.00	$0.00	$300,000.00	$749,825.00
BUDGET GRAND TOTAL	$106,224,637.00	$0.00	$0.00	$178,224,222.00	$284,448,859.00

Exhibit of Bonds, Notes, and Certificates of Indebtedness Outstanding January 1st of the Coming Year,
and Bond Retirement Fund Requirements, for the coming year. CITIES/VILLAGES TAX BUDGET-2027

Purpose of Bonds and Notes	Council of the City of Huber Heights, Date of Issue		Amount Outstanding 1/1/2027	Amount Required for Principal & Interest in 2027	Amount Required from Other Sources in 2027	Total Required from Property Taxes in 2027
INSIDE 10 MILL LIMIT	January 1st, 2027 for consideration of the M					
2007 Various Purpose - Brandt VI Refunded 2017	Spec. Assess.	12-Dec-17	$84,000.00	$84,000.00	$84,000.00	$0.00
2008 Carriage Trails Parkway Refunded 2017	Spec. Assess.	12-Dec-17	$1,237,000.00	$617,500.00	$617,500.00	$0.00
2017 Carriage Trails Infrastructure	Spec. Assess.	18-May-17	$2,080,105.00	$128,265.00	$128,265.00	$0.00
2017 Red Buckeye Drive	Spec. Assess.	12-Dec-17	$1,790,500.00	$114,250.00	$114,250.00	$0.00
2017 Carriage Trails Special Assessment Infrastructure	Spec. Assess.	12-Dec-17	$136,000.00	$9,750.00	$9,750.00	$0.00
TOTAL			$5,327,605.00	$953,765.00	$953,765.00	$0.00
2013 Income Tax Revenue Bonds - Aquatic Center Refunded 2021	G.O. - TIF	15-Sep-21	$3,752,450.00	$463,800.00	$463,800.00	$0.00
TOTAL			$3,752,450.00	$463,800.00	$463,800.00	$0.00
2010B Various Purpose - Carriage Trails Blvd Final Coat	G.O. - TIF	28-Oct-10	$250,717.00	$56,544.00	$56,544.00	$0.00
2010B Various Purpose - Carriage Trails - DEC Infrastructure	G.O. - TIF	28-Oct-10	$398,573.50	$93,352.00	$93,352.00	$0.00
2010B Various Purpose - Carriage Trails - 09 BAN	G.O. - TIF	28-Oct-10	$751,483.37	$174,395.08	$174,395.08	$0.00
2010B Various Purpose - Carriage Trails - 10 BAN DEC Infrastructure	G.O. - TIF	28-Oct-10	$1,130,415.13	$262,332.92	$262,332.92	$0.00
2008 Public Access Acquisition Bond Refunded 2017	G.O. - TIF	12-Dec-17	$373,400.00	$148,750.00	$148,750.00	$0.00
2017 Carriage Trails Note Retirement - TIF	G.O. - TIF	18-May-17	$3,024,784.50	$364,687.00	$364,687.00	$0.00
2017 Carriage Trails DEC Amendment #19 - TIF	G.O. - TIF	18-May-17	$614,505.50	$74,151.00	$74,151.00	$0.00
2017 Various Purpose - Music Center - TIF	G.O. - TIF	18-May-17	$8,513,847.50	$516,050.00	$516,050.00	$0.00
2017 Carriage Trails TIF Infrastructure	G.O. - TIF	12-Dec-17	$1,826,700.00	$105,750.00	$105,750.00	$0.00
2021 Various Purpose - Music Center	G.O. - TIF	01-Jun-21	$4,768,860.00	$428,710.00	$428,710.00	$0.00
2021 Various Purpose - Veterans Memorial	G.O. - TIF	01-Jun-21	$784,390.00	$83,190.00	$83,190.00	$0.00
2025 Land Acquisition/Various Purpose Notes - Non-Tax BAN	G.O. - TIF	26-Jun-25	$58,964,399.46	$58,964,399.46	$58,964,399.46	$0.00
2025A Land Acquisition/Various Purpose Notes - Taxable BAN	G.O. - TIF	26-Jun-25	$7,644,570.21	$7,644,570.21	$7,644,570.21	$0.00
2025B Land Acquisition on Executive Blvd Notes - Taxable BAN	G.O. - TIF	26-Jun-25	$2,533,387.31	$2,533,387.31	$2,533,387.31	$0.00
TOTAL			$91,580,033.48	$71,450,268.98	$71,450,268.98	$0.00
OUTSIDE 10 MILL LIMIT:						
2007 Various Purpose - Sewer Construction Refunded 2017	Revenue	12-Dec-17	$73,500.00	$73,500.00	$73,500.00	$0.00
2025 Various Purpose - Water Well/Water Main Const/Meters - Non-Tax BAN	Revenue	26-Jun-25	$16,513,414.77	$16,513,414.77	$16,513,414.77	$0.00
TOTAL			$16,586,914.77	$16,586,914.77	$16,586,914.77	$0.00
SIB Loan 410 - State Rt 202/I-70 Interchange Refinanced 4/25/13		1/1/2004	499,119.38	$95,743.59	$95,743.59	$0.00
SIB Loan 510 -State Rt 201/I-70 Interchange Refinanced 4/25/13		1/1/2004	258,897.16	$49,662.96	$49,662.96	$0.00
SIB Loan 140017 - Music Center Parking Facility		9/15/2014	1,734,937.47	$274,932.52	$274,932.52	$0.00
SIB Loan 190017 - Carriage Trails Improvements 2019		6/15/2019	768,837.58	$82,466.10	$82,466.10	$0.00
SIB Loan 200007 - Carriage Trails & Windbrooke Improvements 2020		12/16/2019	1,262,971.06	$58,069.74	$58,069.74	$0.00
TOTAL			4,524,762.65	$560,874.91	$560,874.91	$0.00

CITIES/VILLAGES TAX BUDGET

Schedule A

Summary of Amounts required from General Property Tax approved by Budget Commission and County Auditor's Estimated Tax Rates

FUND Include only those funds which are requesting general prop. tax revenue	Amt. approved by Budget Comm. inside 10M Limitation	County Auditor's Estimate of Tax Rate to be Levied
GOVERNMENTAL FUNDS		
GENERAL FUND		
POLICE FUND		
FIRE FUND		
BOND RETIREMENT FUND		
Note: to be completed by County Auditor		
TOTAL ALL FUNDS		

CITIES/VILLAGES TAX BUDGET
Schedule B
Levies Outside 10 Mill Limitation Exclusive of Debt Levies

FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND:		
Current Expense Levy authoried by voters on ____/____/____ not to exceed _____ years.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMIT		
SPECIAL LEVIES FUNDS:		
Police Levy authorized by voters on 6/8/82 not to exceed CONTINUING years.	2.37	
Police Levy authorized by voters on 6/8/83 not to exceed CONTINUING years.	0.63	
Police Levy authorized by voters on 5/7/85 not to exceed CONTINUING years.	1.50	
Police Levy authorized by voters on 11/3/81 not to exceed CONTINUING years.	1.00	
Fire Levy authorized by voters on 11/3/81 not to exceed CONTINUING years.	0.79	
Fire Levy authorized by voters on 11/3/81 not to exceed CONTINUING years.	0.37	
Fire Levy authorized by voters on 6/7/83 not to exceed CONTINUING years.	0.29	
Fire Levy authorized by voters on 5/8/84 not to exceed CONTINUING years.	0.42	
Fire Levy authorized by voters on 11/6/84 not to exceed CONTINUING years.	0.17	
Fire Levy authorized by voters on 5/7/85 not to exceed CONTINUING years.	2.25	

AI-11665		**Topics Of Discussion**	**F. 222**
Council Work Session			
Meeting Date:	07/07/2026		
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:	07/07/2026		
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:

- $320,000 advance from General Fund to Capital Improvement Fund for the difference between note proceeds for the City Hall renovations and the total amount approved by City Council for the project (will be covered by additional bond proceeds in November).
- $13,042.53 transfer from Law Enforcement Assistance Fund to Police Fund for continuing professional training.
- $24,933.00 transfer from FEMA Fund to Fire Fund to reimburse overtime paid for deployment of Fire personnel to the Kentucky Flooding in 2025.
- $66,000 increase to the Fire Insurance Fund for reimbursement of deposit for fire damage to house.

Fiscal Impact

Source of Funds:	Various Funds
Cost:	$320,000
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 ADVANCES AND 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 advance and 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 advances and 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 Resolution were taken in an open meeting of this Council and that all deliberations of this Council and any of its Committees that resulted in such formal actions were conducted in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

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

Effective Date:

AUTHENTICATION:

_____ _____

Clerk of Council Mayor

_____ _____

Date Date

EXHIBIT A

Advances:

Amount	*Fund From*	*Fund To*	*Purpose*
$320,000.00	101 General	406 Capital Imp	City Hall renovations

Transfers:

$ 13,042.53	242 Law Enf Assist	209 Police	Grant for Police professional training
$ 24,933.00	251 FEMA	210 Fire	Grant for KY flooding deployment

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 b) Non-Departmental, Advances of $320,000.00.

2) Section 17 of Ordinance No. 2025-O-2739 is hereby added to reflect an increase in the appropriations of the 242 Law Enforcement Assistance Fund, Transfers of $13,042.53.

3) Section 25 of Ordinance No. 2025-O-2739 is hereby added to reflect an increase in the appropriations of the 251 FEMA Fund, as follows:

   a. Subsection b) Non-Departmental, Transfers of $24,933.00

4) Section 52 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 c) Capital, Operations and Capital of $320,000.00

5) Section 52 of Ordinance No. 2025-O-2739 is hereby added to reflect an increase in the appropriations of the 723 Fire Insurance Fund, as follows:

   a. Subsection a) Capital, Operations and Capital of $66,000.00

General Fund	$320,000.00
Law Enforcement Assistance Fund	$13,042.53
FEMA Fund	$24,933.00
Capital Improvement Fund	$320,000.00
Fire Insurance Fund	$66,000.00

AI-11652 **Topics Of Discussion G. 222**

Council Work Session

Meeting Date: 07/07/2026

Disposal Of Surplus Vehicles

Submitted By: Stephanie Wunderlich

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

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

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

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

Agenda Item Description or Legislation Title

Disposal Of Surplus Vehicles

Purpose and Background

This legislation authorizes the sale of two (2) Engineering Division vehicles to be sold at auction or other means of disposal.

Fiscal Impact

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

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

DECLARING CERTAIN CITY PROPERTY NO LONGER NEEDED FOR MUNICIPAL PURPOSES AS A SURPLUS AND AUTHORIZING DISPOSAL OF SAID SURPLUS PROPERTY.

WHEREAS, the City of Huber Heights is in possession of certain property including vehicles assigned to the Engineering Division; and

WHEREAS, the property is no longer needed for municipal purposes.

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

Section 1. Consistent with the provisions of the Ohio Revised Code Section 721.15 and applicable Huber Heights Codified Ordinances and purchasing procedures, the following equipment is declared surplus, no longer required for municipal purposes, and authorization is hereby provided to dispose of the property consistent with the provisions of the Huber Heights Codified Ordinances.

VIN#	**YEAR/MAKE/MODEL**	**ASSET TAG**
1GCVKNEC0HZ359159	2017 CHEVY SILVERADO	E-6
1C4NJRBB7ED707571	2014 JEEP PATRIOT	E-4

Section 2. Authorization is hereby provided to the City Manager to dispose of the listed surplus item(s) on an online auction site or in such manner as authorized by law.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

AI-11667 **Topics Of Discussion** **H.** **222**

Council Work Session

Meeting Date:	07/07/2026		
Economic Development Grant Program			
Submitted By:	Jason Antonick		
Department:	Assistant City Manager - Finance/ED	**Division:**	Economic Development
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Completed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Economic Development Grant Program

Purpose and Background

The Huber Heights Economic Development Grant Program was established to promote local economic growth, entrepreneurship, nonprofit community impact, and inclusive business support. Funding for Fiscal Year 2025 was supported through proceeds from the sale of City-owned property and lease revenues, without using income tax dollars, and provided financial assistance to eligible businesses and organizations located in Huber Heights. The 2025 Economic Development Grant Program demonstrated strong results, distributing $90,000 in grant funding, leveraging approximately $176,675 in private investment, supporting 67 jobs, and assisting with business expansion, facility improvements, equipment purchases, and community impact projects.

Building on the success of the inaugural year, the Grant Review Committee recommends several refinements for 2026. Most notably, the Small Business and Nonprofit Grant categories will be separated into distinct funding streams, with $25,000 allocated to each category. In addition, the total funding available for the Huber Heights Economic Development Grant Program will increase to $150,000. These updates are intended to improve program clarity, enhance accessibility for applicants, and strengthen targeted support for both businesses and nonprofit organizations. The program continues to reflect the City's commitment to transparency, accountability, and fostering a vibrant and growing local economy.

Fiscal Impact

Source of Funds:	Economic Development Budget
Cost:	$150,000
Recurring Cost? (Yes/No):	Yes
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

2025 Outcomes Report
Resolution
Exhibit A

Huber Heights Economic Development Grant Program – 2025 Recipient Impact Report

Executive Summary

Program Overview

The City of Huber Heights Economic Development Grant Program awarded grants to seven local businesses in 2025 to support business expansion, facility improvements, equipment purchases, and other investments that strengthen the local economy. Grant recipients were asked to provide documentation describing how funds were utilized and the resulting impacts on their businesses.

Program Highlights

- 7 businesses received grant awards
- $90,000 in grant funding distributed
- $176,675 in private investment leveraged
- 67 jobs created
- 2 vehicle purchases made

Impact Summary

Grant recipients reported using funds for a variety of business-improvement projects, including equipment upgrades, facility enhancements, technology investments, marketing initiatives, and operational improvements. These investments helped businesses increase productivity, improve customer experience, expand services, and position themselves for future growth.

The program demonstrated that relatively small public investments can generate meaningful economic benefits by helping local businesses overcome financial barriers to expansion and modernization.

Business Name: HighTec Industrial Services

Grant Amount: $15,000

Project Description

The grant was applied in conjunction with HighTec's relocation from Tipp City to Huber Heights.

How Funds Were Used

Specifically, the funds went toward building improvements at our new facility located at 8261 SR 235. These improvements include increasing the clearance heights on the garage doors and expanding the lay-down yard, which represents an investment of $140,000. Both upgrades were necessary to accommodate the size and configuration of our industrial cleaning and vacuum service fleet, which the prior facility could not support.

Outcomes Achieved

The relocation moved High-Tec’s headquarters, fleet, and workforce from Miami County into Montgomery County. That shift brought more than 60 full-time positions into the Huber Heights area, together with the associated payroll, local spending, and municipal tax base. Beyond the headcount that moved with us, the expanded laydown yard and increased door clearances gave us the capacity to add equipment and crews — which has supported continued growth since the move and positions us for additional hiring as we expand our customer base in the region.

All the work was performed by a local Huber Heights general contractor, who in turn engaged local subcontractors for the trades work. The grant dollars were spent inside the local economy and directly supported Huber Heights small businesses and tradespeople through the build-out.

Key Outcomes

- Relocated business from Tipp City to Huber Heights
- 60 new jobs to Huber Heights
- Expanded operational capacity to serve existing and future clients

Business Owner Quote

“My businesses have worked with many municipalities, and the experience with Huber Heights was the best. Huber Heights Economic Development Department was very easy to deal with and moved at the speed of business.”—Chris Griffin, owner, HighTec Industrial Services

Business Name: Lady J Beauty

Grant Amount: $15,000

Project Description

Space improvements, signage, and inventory

How Funds Were Used

So far, approximately $1,900 of grant funds have been allocated toward legal services related to lease revisions and restructuring the physical building into a separate legal entity based on attorney guidance. This was done to better separate operations and strengthen the long-term operational structure of the business.

Additional grant funds have been used toward signage and inventory purchases to support branding, service expansion, and client experience improvements. Remaining funds are still in the process of being strategically allocated toward continued business and operational improvements.

Outcomes Achieved

One of the biggest impacts so far has been the ability to hire a second W-2 employee, increasing operational support hours and allowing expanded service capacity.

As of 5/19/26, Lady J Beauty generated $16,759.06 in revenue year-to-date compared to $9,947.59 at the same point in 2025 (5/19/25 vs. 5/19/26), representing approximately a 68% increase in revenue year-over-year though expanded service menu made possible by inventory & supply upgrades.

Beyond direct revenue growth, the grant has also supported operational improvements intended to create a more sustainable business structure, improve compliance and infrastructure, and position the business for continued economic contribution within Huber Heights.

Key Outcomes

- Hired one additional W-2 employee, increasing operational support and service capacity.
- Achieved approximately **68% year-over-year revenue growth**, increasing from $9,947.59 to $16,759.06.
- Expanded service offerings through inventory and supply upgrades.
- Strengthened the business's organizational structure through legal restructuring and operational improvements.
- Enhanced branding and customer experience through new signage and business investments.

Business Owner Quote

“Beyond direct revenue growth, the grant has also supported operational improvements intended to create a more sustainable business structure, improve compliance and infrastructure, and position the business for continued economic contribution within Huber Heights.”—Jessica Dow, Owner, Lady J Beauty

Business Name: TJ Chumps

Grant Amount: $12,500

Project Description

Front entrance and property improvement project via targeted landscape restoration and erosion control improvements

How Funds Were Used

Grant funds were used to complete a comprehensive landscape restoration and erosion control project along the property's front entrance and berm area adjacent to TJ Chumps and Meijer. The project included the removal of overgrown brushes, weeds, and unwanted vegetation, as well as the elimination of existing tree stumps to improve the appearance and long-term maintainability of the site.

To enhance the area and reduce future maintenance needs, weed barrier fabric was installed throughout the project area, followed by the placement of mulch and decorative stone

materials. Large creek rock and small boulders were added along the landscape bed edges to help prevent erosion and mulch washout. In addition, a stone pathway was created along the north end of the berm to improve accessibility and connectivity toward the Meijer property line. Portions of the berm were finished with small creek rock rather than mulch to provide a more durable, attractive, and erosion-resistant landscape treatment.

Outcomes Achieved

These improvements enhanced the property's curb appeal, improved stormwater and erosion management, and created a more attractive entrance corridor for customers and visitors.

Key Outcomes

- Restored and enhanced the property's front entrance and berm area through comprehensive landscape improvements.
- Improved curb appeal and created a more attractive gateway for customers and visitors.
- Reduced erosion and stormwater-related washout through the installation of stone edging, creek rock, and other erosion-control measures.
- Decreased future maintenance requirements through vegetation removal, weed barrier installation, and durable landscape materials.

Business Owner Quote

“The space between our property and Meijer had always been difficult to maintain. Thanks to Huber Heights’ grant, we’ve changed that. There’s a huge improvement and we’re very appreciative of the City’s support.”—Mike Leigh, Co-Owner, TJ Chumps

Business Name: Caterpillars to Butterflies (C2B)

Grant Amount: $12,500

Project Description

Summer Autism Respite & Job Creation Initiative

How Funds Were Used

Grant funds were used to support outreach, recruitment, and program development efforts associated with C2B's expansion in Huber Heights. Investments included staff recruitment

advertising, printed marketing materials, and the purchase of a branded canopy tent used at community events, job fairs, and outreach activities. These resources supported C2B's participation in Hopping in the Heights, its Autism Fair, and other community engagement efforts designed to raise awareness of autism services and vocational opportunities.

During the implementation process, C2B evaluated community demand and determined that a planned summer camp program would not generate sufficient enrollment to operate sustainably. In response, the organization redirected its efforts toward launching a Vocational Habilitation program, a service model better aligned with demonstrated community needs and long-term participant success.

Outcomes Achieved

To support this transition, C2B obtained certification from the Ohio Department of Developmental Disabilities as a Vocational Habilitation provider, with services launching on June 1, 2026. The program will provide job coaching, life skills training, and community-based work experiences for adults with autism, with approximately 10 participants expected during the initial phase.

The project has also resulted in the hiring of three part-time staff members, including two Huber Heights residents. In addition, C2B has strengthened community partnerships through collaborations with First Christian Church, the City of Huber Heights, local churches, the Huber Heights Chamber of Commerce, and SICSA. These relationships create vocational training opportunities for participants while further integrating the organization into the Huber Heights community.

Key Outcomes

- Obtained certification from the Ohio Department of Developmental Disabilities to provide Vocational Habilitation services, with program operations launching on June 1, 2026.
- Created three part-time positions, including two filled by Huber Heights residents.
- Established a new Vocational Habilitation program that will provide job coaching, life skills training, and community-based work experiences for approximately 10 adults with autism during its initial phase.

Business Owner Quote

“The grant directly enabled C2B to build the organizational infrastructure — staff, certifications, marketing presence, and community partnerships — to operate as a sustainable vocational services provider in Huber Heights.”—Johnnetta Shaw, Direction of Operations, Caterpillars to Butterflies

Business Name: Fast & Neat Services

Grant Amount: $12,500

Project Description

Upgrade cleaning equipment and hiring part-time staff.

How Funds Were Used

Grant funds were used to support the company's growth and operational capacity through the purchase of janitorial supplies, employment of a part-time team member, and the acquisition and branding of an additional service vehicle. Funding also supported vehicle registration and licensing costs, helping the company expand its ability to serve customers efficiently throughout the region.

Outcomes Achieved

The grant strengthened the company's operational capacity through the addition of a branded service vehicle and the employment of a part-time team member. These investments improved efficiency, supported existing client services, and positioned the business for future growth by enhancing its ability to fulfill contracts and pursue additional business opportunities.

Key Outcomes

- Added 1 service vehicle to company fleet
- Supported employment of 1 part-time team member
- Expanded operational capacity to serve existing and future clients

Business Owner Quote

“We are truly grateful for the City of Huber Heights Economic Development Grant Program and the investment made in small businesses like ours. The grant has helped us build a stronger foundation for growth, improve our operations, and better position Fast and Neat Services for future opportunities.”

—Fred and Netta Martin, Owners, Fast & Neat Services

Business Name: Huber Heights Floral

Grant Amount: $12,500

Project Description

Expansion of operations, online sales, and employee retention

How Funds Were Used

Grant funds were strategically invested across several areas to support the growth and modernization of Huber Heights Floral. Approximately $6,000 was used for storefront improvements, including custom product displays, exterior lighting upgrades, interior and exterior painting, and planning for new flooring installation. An additional $1,500 was invested in refrigeration and equipment upgrades to improve flower storage capabilities and product quality.

To increase community awareness and customer engagement, $2,000 was dedicated to marketing and outreach efforts, including direct mail campaigns, social media advertising, promotional materials, and customer loyalty initiatives. Another $1,500 supported technology and operational improvements, including website enhancements, online ordering upgrades, point-of-sale system improvements, and inventory management software. The remaining $1,500 was used to support workforce needs through seasonal staffing assistance, employee training, and expanded operating hours during peak floral seasons.

Outcomes Achieved

The grant helped create a more attractive and efficient business operation while enhancing customer experience. Property and equipment improvements strengthened the business's ability to serve customers, marketing efforts increased community awareness, and technology upgrades improved ordering and inventory management. Workforce support also helped the business maintain service levels during high-demand periods and expand customer accessibility through additional operating hours.

Key Outcomes

- Enhanced storefront appearance and customer experience through property and facility improvements.
- Improved operational efficiency and product quality through equipment and technology upgrades.
- Expanded customer outreach and service capacity through marketing investments, workforce support, and extended operating hours.

Business Owner Quote

"We are grateful for the City's investment in local businesses. The grant helped us create a more welcoming storefront, improve our operations, and expand our ability to serve residents while contributing to the vitality of the Huber Heights business community."— Nazila Tatashadze, Owner, Huber Heights Floral

Business Name: Diamond Daiquiris

Grant Amount: $10,000

Project Description

Purchase, buildout, and launch of Truck #2.

How Funds Were Used

Grant funds were used to support the expansion of Diamond Daiquiris through the acquisition of a second food truck. $7,000 of grant funding was applied toward the purchase of a second food truck/trailer, representing a significant investment in the company's future growth and service capacity. The new truck is expected to be fully operational by July 2026. In addition, $3,000 was invested in repairs and maintenance on the company's existing truck, including a gas leak repair, tire replacement, engine repairs, and other maintenance items necessary to ensure reliable operations during the 2026 season.

Outcomes Achieved

The grant has already contributed to Diamond Daiquiris' continued growth and expansion. During the 2026 season, the business successfully completed 18 events and secured bookings for more than 60 events. The addition of a second food truck will allow the company to serve multiple events simultaneously, expand participation in private events and community festivals, and accept bookings that may have previously been declined due to scheduling limitations. The project has also supported workforce development through the hiring of an administrative assistant and the employment of four YouthWorks participants, creating

valuable job and training opportunities while supporting the company's long-term growth strategy.

Key Outcomes

- Invested in a second food truck to expand service capacity and support future business growth.
- Booked more than 60 events during the 2026 season, with the ability to serve multiple events simultaneously once the second truck is operational.
- Created employment opportunities through the hiring of an administrative assistant and four YouthWorks participants.

Business Owner Quote

"The City of Huber Heights' investment has helped move this vision forward significantly, and we are proud to demonstrate the positive impact these grant dollars are having on a growing local business."
—Leslie Brown, Owner, Diamond Daiquiris

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

ESTABLISHING THE 2026 HUBER HEIGHTS ECONOMIC DEVELOPMENT GRANT PROGRAM AND AUTHORIZING THE ALLOCATION OF FUNDS TO SUPPORT ECONOMIC DEVELOPMENT INITIATIVES WITHIN THE CITY OF HUBER HEIGHTS.

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

WHEREAS, the City allocated $125,000.00 in grant funding for 2025 to support businesses, nonprofits, and entrepreneurs through a structured and transparent grant program; and

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

WHEREAS, the 2025 Economic Development Grant Program distributed $90,000.00 in grant funding and leveraged approximately $176,675.00 in private investment, demonstrating that targeted public investments can generate meaningful economic benefits for the community; and

WHEREAS, grant recipients reported positive outcomes including sixty-seven (67) jobs created, two (2) vehicle purchases, increased business capacity, improved customer experience, enhanced facilities, and expanded services within Huber Heights; and

WHEREAS, the City plans to allocate $150,000.00 in grant funding for 2026 to support businesses, non-profits, and entrepreneurs through a structured and transparent grant program; and

WHEREAS, the Grant Review Committee recommends updating the Economic Development Grant Program for 2026 by separating Small Business Grants and Nonprofit Grants into distinct funding categories due to the volume of applications received in 2025 when both were included within a single category; and

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

WHEREAS, the grant funds shall be distributed as follows:

- Partnership grants for businesses and organizations that have been awarded a business or economic development-related grant through a local county agency or the State of Ohio.
- Small Business Grants to support business growth, operations, facility improvements, equipment purchases, job creation, business retention, and other eligible economic development initiatives.
- Nonprofit Grants to support community impact initiatives, workforce development, neighborhood-based programs, service expansion, and other eligible projects that strengthen the Huber Heights community.
- Veteran-owned business grants to empower veteran entrepreneurs;
- Women-owned and minority-owned business grants to promote diversity, inclusion, and equitable economic opportunities.

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

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

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

Section 3. The City Council appoints Dr. Fred Aikens from City Council to serve on the Grant Review Committee.

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

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

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

Section 7. This Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

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

Effective Date:

AUTHENTICATION:

_____	_____
Clerk of Council	Mayor
_____	_____
Date	Date

Exhibit A

Huber Heights Economic Development Grant Program 2026

Purpose: The Huber Heights Economic Development Grant Program is established to support projects and initiatives that create measurable economic benefits for the City of Huber Heights. The program is designed to stimulate private investment, encourage business growth and expansion, create and retain jobs, support entrepreneurship, and strengthen the City's economic vitality.

For Fiscal Year 2026, the City has allocated $150,000 in grant funding to assist eligible businesses and nonprofit organizations whose projects align with the City's economic development objectives. All grant applications must demonstrate a clear and measurable economic development benefit to the City of Huber Heights.

Grant funding is provided through the sale of city-owned property and lease revenue. No income tax revenues are used to fund this program. Funding levels will be evaluated annually by City staff and approved by City Council through the annual budget process.

Funding Allocation: The $150,000 grant fund will be distributed as follows:

Applicants may apply under multiple categories if eligible.

1. **Local County and State Economic Development Partnership Grants: $50,000**
    - These funds are reserved for businesses and organizations that have been awarded a business or economic development-related grant through a local county agency or the State of Ohio and are located in, expanding within, or relocating to Huber Heights.
    - Preference will be given to applicants that have received such grant funding within the previous twelve (12) months; however, the Grant Review Committee may consider projects awarded outside that timeframe when the project remains active, demonstrates continued progress, and is expected to provide a measurable economic benefit to the City of Huber Heights.

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- The purpose of this funding category is to leverage business and economic development investments made by local county agencies and the State of Ohio by providing additional financial assistance for projects that advance economic growth in Huber Heights.
- The proposed use of Huber Heights grant funds does not have to be identical to the project funded by the county or state grant; however, it must support the applicant's overall business investment or economic development project and demonstrate a measurable economic benefit to the City of Huber Heights, such as business expansion, job creation or retention, capital investment, workforce development, redevelopment, or increased commercial activity.

- Applicants must provide documentation of the county or state grant award including the awarding agency, award amount, project description, and award date.

2. **Small Business Grants: $25,000**

    - Grants will be awarded to eligible small businesses located in Huber Heights to support business expansion, operational improvements, capital investments, workforce development, or other initiatives that promote economic growth.
    - Applicants must clearly demonstrate how the proposed project will result in a measurable economic benefit to the City of Huber Heights, such as job creation or retention, business expansion, increased commercial activity, capital investment, or other outcomes that advance the City's economic development objectives.

3. **Nonprofit Organization Grants: $25,000**

    - Grants will be awarded to eligible nonprofit organizations located in Huber Heights for projects or initiatives that contribute to the City's economic development objectives.
    - Proposed projects must demonstrate a direct and measurable economic benefit to the City of Huber Heights. Examples may include workforce development, employment opportunities, business attraction or retention, entrepreneurial support, neighborhood or commercial corridor revitalization, or other initiatives that stimulate

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economic activity. Projects whose primary purpose is charitable, social, or programmatic without a clear economic development outcome are not eligible for funding under this program.

4. **Veteran-Owned Business Grants: $25,000**

    - Grants will be awarded to eligible veteran-owned businesses located in Huber Heights to support business expansion, operational improvements, capital investments, workforce development, or other initiatives that promote economic growth.
    - Applicants must demonstrate that the business is majority-owned and operated by one or more veterans.
    - Proposed projects must clearly demonstrate a measurable economic benefit to the City of Huber Heights, such as job creation or retention, business expansion, increased commercial activity, capital investment, or other outcomes that advance the City's economic development objectives.

5. **Women-Owned and Minority-Owned Business Grants: $25,000**

    - Grants will be awarded to eligible women-owned and minority-owned businesses located in Huber Heights to support business expansion, operational improvements, capital investments, workforce development, or other initiatives that promote economic growth.
    - Applicants must demonstrate that the business is majority-owned by one or more women and/or minorities.
    - Proposed projects must clearly demonstrate a measurable economic benefit to the City of Huber Heights, such as job creation or retention, business expansion, increased commercial activity, capital investment, or other outcomes that advance the City's economic development objectives.

Definitions:

Economic Development Benefit: For purposes of this program, an economic development benefit may include, but is not limited to, job creation or

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retention, private capital investment, business expansion, increased commercial activity, redevelopment of property, workforce development, attraction or retention of businesses, or other measurable outcomes that strengthen the Huber Heights economy.

Small Business Grants

- A small business is defined as a business with fewer than 50 employees and annual revenue of less than $5 million.

Nonprofits:

- A nonprofit is defined as a tax-exempt organization under IRS 501(c)(3) that operates for charitable, educational, or community-based purposes.

Veteran-Owned Business Grants:

- A veteran-owned business is defined as a business where at least 51% ownership and control are held by a veteran or veterans, as verified through documentation such as a DD-214 form or certification from the U.S. Department of Veterans Affairs.

Women-Owned and Minority-Owned Business Grants:

- A women-owned business is defined as a business where at least 51% ownership and control are held by one or more women.
- A minority-owned business is defined as a business where at least 51% ownership and control are held by individuals who are part of a federally recognized racial or ethnic minority group.

Eligible Uses of Grant Funds

- Grant funds may be used for projects including, but not limited to, capital equipment; building, façade, and site improvements; technology investments; workforce development; marketing directly related to business expansion; professional services supporting expansion; and other investments that create measurable economic benefits for the City of Huber Heights.

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Ineligible Uses of Grant Funds

- Payment of taxes, penalties, or fines.
- Political activities or lobbying.
- Religious activities.
- Personal expenses unrelated to the business.
- Reimbursement for expenses incurred prior to grant approval unless specifically authorized by the City.
- Any other use determined by the City to be inconsistent with the purposes of this program.

Eligibility Requirements: All applicants must meet the following criteria:

1. The applicant must be located in, expanding within, or relocating to Huber Heights.
2. The applicant must provide proof of ownership and, where applicable, certification as a veteran-owned, women-owned, or minority-owned business.
3. The business must be in good standing with the City, including compliance with zoning, licensing, and tax obligations.
4. The applicant must submit a detailed application outlining the purpose of the grant request, proposed use of funds, and expected outcomes.
5. Applicants applying under the Local County and State Economic Development Partnership Grant category must provide documentation of the corresponding county or state grant award.

Application Process:

1. Submission:
    - Applications will be accepted on a rolling basis until the funds are fully allocated or by a specified deadline, whichever occurs first.

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- Applicants must submit their applications through the City of Huber Heights' website at this website address: https://hhoh.org/669/Business-grants.com

2. Review and Evaluation:
    - The Grant Review Committee will evaluate applications based on eligibility, measurable economic impact, project feasibility, alignment with the City's economic development objectives, anticipated return on public investment, and the applicant's ability to successfully complete the proposed project. In making funding recommendations and determining grant award amounts, the Committee is authorized to consider the overall economic impact of the project, including factors such as capital investment, job creation and retention, average wages, strategic industry alignment, workforce development, private investment leveraged, and other measurable benefits to the City of Huber Heights. Funding recommendations are subject to available program funding and City Council-approved appropriations.
    - The Grant Review Committee shall consist of the City Manager, an Assistant City Manager, and a member of the City Council. The Economic Development Director will manage the program and present grants to the committee with recommendations.
3. Approval and Distribution:
    - Approved applicants will be notified in writing and required to sign a grant agreement outlining the terms and conditions.
    - Funds will be disbursed in a single payment or installments, depending on the project's scope and timeline.
4. Conflict of Interest
    - Members of the Grant Review Committee shall disclose any actual or perceived conflict of interest and shall recuse themselves from evaluating or making recommendations on any application in which such conflict exists.

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Reporting Requirements:

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

Reservation of Rights

- The City of Huber Heights reserves the right to approve or deny any application, request additional information, modify funding amounts, or discontinue the program at any time based upon available funding, applicant eligibility, or the best interests of the City.

Contact Information: For questions or additional information, please contact: Huber Heights Economic Development Office at 937 237-5821 or via email at economic.development@hhoh.org

Adopted: [Insert Date]

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

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AI-11599 **Topics Of Discussion I. 222**

Council Work Session

Meeting Date: 07/07/2026

2026 Sidewalk Program - Ordinance Of Assessment

Submitted By:	Hanane Eisentraut		
Department:	Assistant City Manager - Public Services	**Division:**	Engineering
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	Yes	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

2026 Sidewalk Program - Ordinance Of Assessment

Purpose and Background

This Ordinance of Assessment is the final piece of legislation for the 2026 Sidewalk Program. **Estimated repair cost letters were sent to the affected homeowners in August of 2025.** The repairs have been completed and invoices are ready to be sent to the property owners following City Council's passage of this ordinance. These property owners will have until August 3, 2026 to make payment. All unpaid assessments will be sent to the County Auditor by the second Monday of September, 2026 as required.

Fiscal Impact

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

Attachments

Ordinance

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2026-O-

TO LEVY SPECIAL ASSESSMENTS FOR THE REPAIR AND RECONSTRUCTION OF SIDEWALKS, CURBS AND GUTTERS, DRIVEWAY APPROACHES, AND APPURTENANCES THERETO ON PARTS OR ALL OF CERTAIN STREETS IN THE CITY OF HUBER HEIGHTS REFERRED TO AS THE 2026 SIDEWALK PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City Council has previously adopted legislation declaring the necessity of repairing sidewalks, driveway aprons, handicap ramps, curbs and gutters, and catch basin aprons under the 2026 Sidewalk Program; and

WHEREAS, contracts have been let to perform various phases of the work under this program; and

WHEREAS, all phases of this work are now complete and the Engineering Division has calculated the final assessment cost to each property owner.

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

Section 1. The assessment of the cost of repairing or reconstructing sidewalks, curbs and gutters, driveway approaches, and appurtenances thereto on those streets in the City of Huber Heights, Ohio as previously reported to this Council and filed in the Office of the Clerk of Council and aggregating $113,687.06 is hereby adopted and confirmed. Notice of the filing of said assessments has been given as required by law, and no objections were filed with the Clerk of Council within the two weeks provided by statute.

Section 2. There are hereby levied and assessed upon the lots and lands bounding and abutting on the improvement and provided for in the Resolution Of Necessity No. 2025-R-7589 passed July 28, 2025, the several assessment amounts which, taken together, aggregate the dollar amount set forth above. Those assessments are within statutory limitation. The assessments and the description of said lots and lands are now on file in the Office of the City Engineer.

Section 3. The total assessment against each lot or parcel of land shall be payable on or before August 3, 2026, and any such assessment payments, which have not been delivered to the City's Accounting Generalist postmarked by August 3, 2026, shall be assessed by up to five annual installments, except all assessments $100.00 or less shall be in one installment. Such assessments shall further include interest on any bonds and notes that could be sold at the time to finance the improvements plus administration and collection costs, together with all other necessary expenditures. All assessments and installments thereof which have not been paid at the expiration of the payment period described above shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as other taxes are collected.

Section 4. The City's Accounting Generalist is hereby directed to cause notice of the passage of this Ordinance to be published once in a newspaper of general circulation in this City within ten (10) days after its passage.

Section 5. The Office of the City Engineer is authorized and directed to keep the assessments on file in the Office of the City Engineer for as long as any of them remain unpaid.

Section 6. Further, the Clerk of Council is directed to deliver a certified copy of this Ordinance to the County Auditor within twenty (20) days after its passage.

Section 7. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 8. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the further reason that this timely approval by Council will enable the City to meet the County deadline for filing unpaid assessments for 2026; 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-11600 **Topics Of Discussion J. 222**

Council Work Session

Meeting Date: 07/07/2026

2027 Sidewalk Program - Resolution Of Necessity

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Division: Engineering

Council Committee Review?: Council Work Session

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

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

2027 Sidewalk Program - Resolution Of Necessity

Purpose and Background

The Engineering Division has identified properties requiring work within the 2027 Sidewalk Program area. Additionally, each property has been measured and an estimate of the repair costs has been completed. The first step in the assessment process will be to notify the property owners of the need to repair their sidewalks and/or aprons. Property owners will have until December 31, 2026 if they wish to hire their own contractor or perform the work themselves.

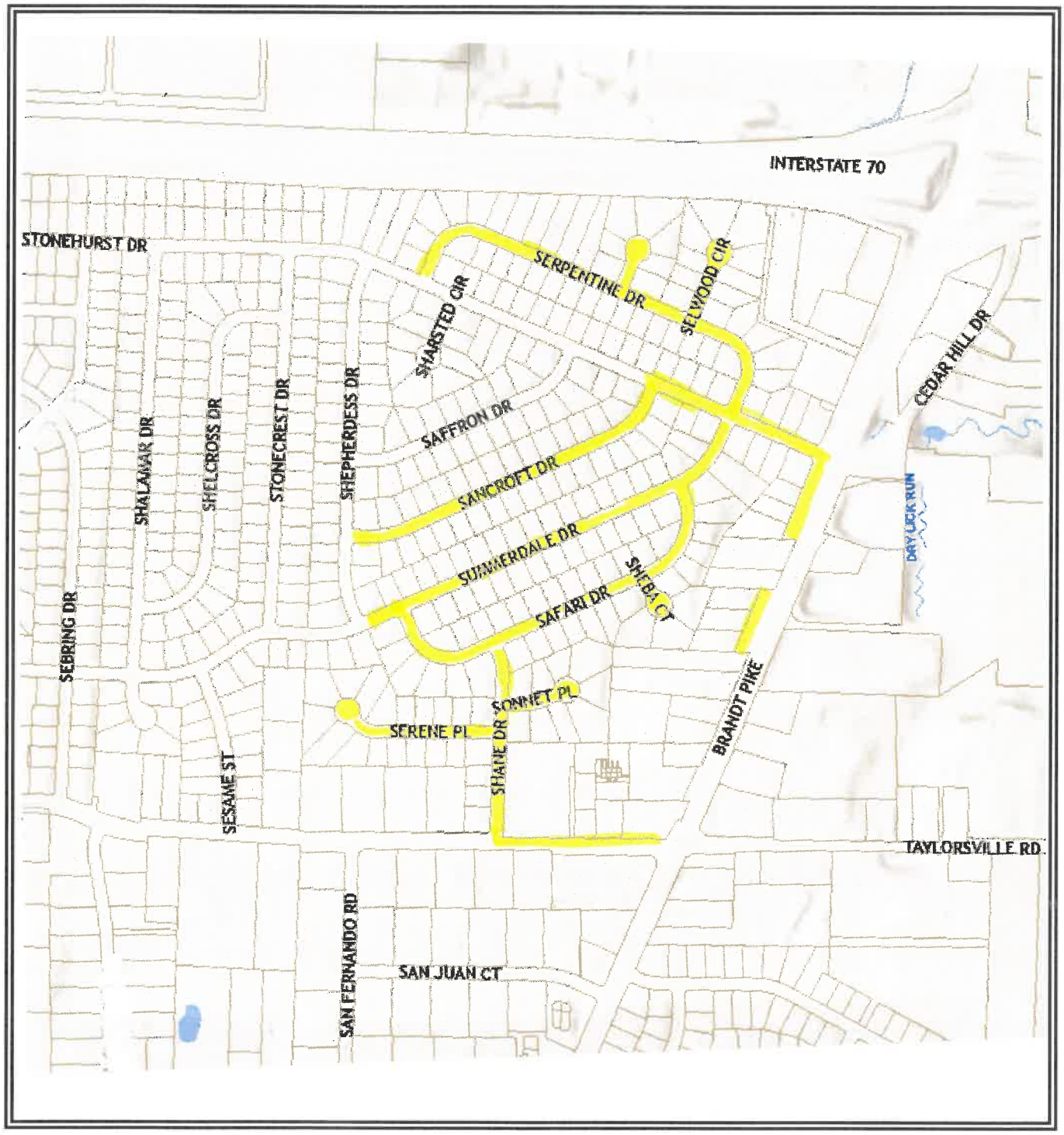
Fiscal Impact

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

Attachments

Map

Resolution/Exhibit A



Project Location Map
2027 SIDEWALK PROGRAM

Huber Heights, Ohio

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

DECLARING THE NECESSITY OF REPAIRING SIDEWALKS, CURBS, GUTTERS, DRIVEWAY APPROACHES, AND APPURTENANCES THERETO ON PORTIONS OR ALL OF CERTAIN STREETS IN THE 2027 SIDEWALK PROGRAM, PROVIDING THAT ABUTTING OWNERS REPAIR THE SAME.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Huber Heights, Ohio, two-thirds of the members concurring, that:

Section 1. It is necessary to repair sidewalks, curbs, gutters, driveway approaches, and appurtenances thereto on those streets listed in Exhibit A attached hereto and made a part of this Resolution. All such repairs shall be made in accordance with the plans, specifications and estimates of cost prepared by the Assistant City Engineer and now on file in the Office of the City Engineer.

Section 2. The owners of the lots and lands bounding and abutting upon the streets, sidewalks, curbs, gutters, and driveway approaches, and appurtenances thereto described in Section 1 of this Resolution shall repair sidewalks, curbs, gutters and driveway approaches and the appurtenances thereto in front of their premises in accordance with the plans and specifications now on file with such repair work to be completed by December 31, 2026. If such repair by any such property owner is not completed within said period, this Council shall have the same done and the entire cost thereof shall be assessed upon the property of each such defaulting owner and made a lien thereon, to be collected in the manner provided by law and with penalty and interest as provided by law. The cost of such repair and improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions, and ordinances. Such costs shall further include the costs incurred in connection with the preparation, levy, and collection of the special assessments, expenses of legal services, including obtaining and approving legal opinion, costs of labor and materials, and interest on any bonds and notes that could be sold at the time to finance the improvements plus administration and collection costs, together with all other necessary expenditures.

Section 3. The Clerk of Council is directed to cause written notice of the adoption of this Resolution to be served as required by law.

Section 4. The plans, specifications and estimates of cost for such repair work, as referred to above in this Resolution and as heretofore filed with the Office of the City Engineer, are hereby approved.

Section 5. 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 6. 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
2027 SIDEWALK PROGRAM
STREET LISTING

Mauford Drive from 7101 Mauford Drive to 7151 Mauford Drive
Bothwell Place from 7100 Bothwell Place to 7120 Bothwell Place
Almont Place from 7100 Almont Place to 7113 Almont Place
Alter Road from 6900 Alter Road to 6951 Alter Road
Mercedes Road from 7100 Mercedes Road to 7154 Mercedes Road
Lunceford Drive from 7100 Lunceford Drive to 7192 Lunceford Road
Safari Drive from 7000 Safari Drive to 7080 Safari Drive
7101 Taylorsville Road and 7217 Taylorsville Road
7601, 7715, 7719, and 7723 Brandt Pike
Saffron Drive from 7100 Saffron Drive to 7188 Saffron Drive
Sancroft Drive from 7188 Sancroft Drive to 7268 Sancroft Drive
Sekford Circle from 7800 Sekford Circle to 7860 Sekford Circle
Selwood Drive from 7800 Selwood Drive to 7881 Selwood Drive
Serene Place from 6910 Serene Place to 6979 Serene Place
Serpentine Drive from 7200 Serpentine Drive to 7281 Serpentine Drive
Shane Drive from 7501 Shane Drive to 7561 Shane Drive
Sheba Ct. from 7600 Sheba Court to 7620 Sheba Court
Sonnet Place from 7000 Sonnet Place to 7030 Sonnet Place
Stonehurst Drive from 7301 Stonehurst Drive to 7520 Stonehurst Drive
Summerdale Drive from 7159 Summerdale Drive to 7270 Summerdale Drive

AI-11627 **Topics Of Discussion K. 222**

Council Work Session

Meeting Date: 07/07/2026

Rosalie Road Extension Project - Solicit Bids

Submitted By: Hanane Eisentraut

Department: Assistant City Manager - Public Services

Division: Engineering

Council Committee Review?: Council Work Session

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

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Rosalie Road Extension Project - Solicit Bids

Purpose and Background

This legislation will allow for the soliciting, advertising, and receiving of bids for the Rosalie Road Extension Project. This project consists of extending and reconstructing Rosalie Road from Fishburg Road to establish it as a public right-of-way. This project will also consist of upgrading the drainage and stormwater system on Rosalie Road as well as the removal and installation of sidewalks, curbs, and handicap ramps. The Street Capital 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

Map

Resolution



1"=100'

City of Huber Heights, OH

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 ROSALIE ROAD EXTENSION PROJECT.

WHEREAS, the engineering plans, specifications and cost estimates for the Rosalie Road Extension Project have been completed by the Reinke Group; 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 bids from qualified firms for the construction of the Rosalie Road Extension Project at a cost not to exceed $500,000.00.

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-11626 **Topics Of Discussion L. 222**

Council Work Session

Meeting Date: 07/07/2026

Charlesgate Road Gap Closure Project - 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: 07/07/2026

Audio-Visual Needs: None

Legal Review: Not Needed

Emergency Legislation?: No

Motion/Ordinance/ Resolution No.:

Agenda Item Description or Legislation Title

Charlesgate Road Gap Closure Project - Award Contract

Purpose and Background

Eight (8) bids were received for the Charlesgate Road Gap Closure Project, ranging from $394,132 to $722,786. This legislation will authorize a contract with M & T Excavating as the lowest and best bidder. This project consists of extending the roadway approximately 445 feet to connect the two sections of Charlesgate Road. The Street Capital Fund will be utilized to construct this project.

Fiscal Impact

Source of Funds: Street Capital Fund

Cost: $435,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

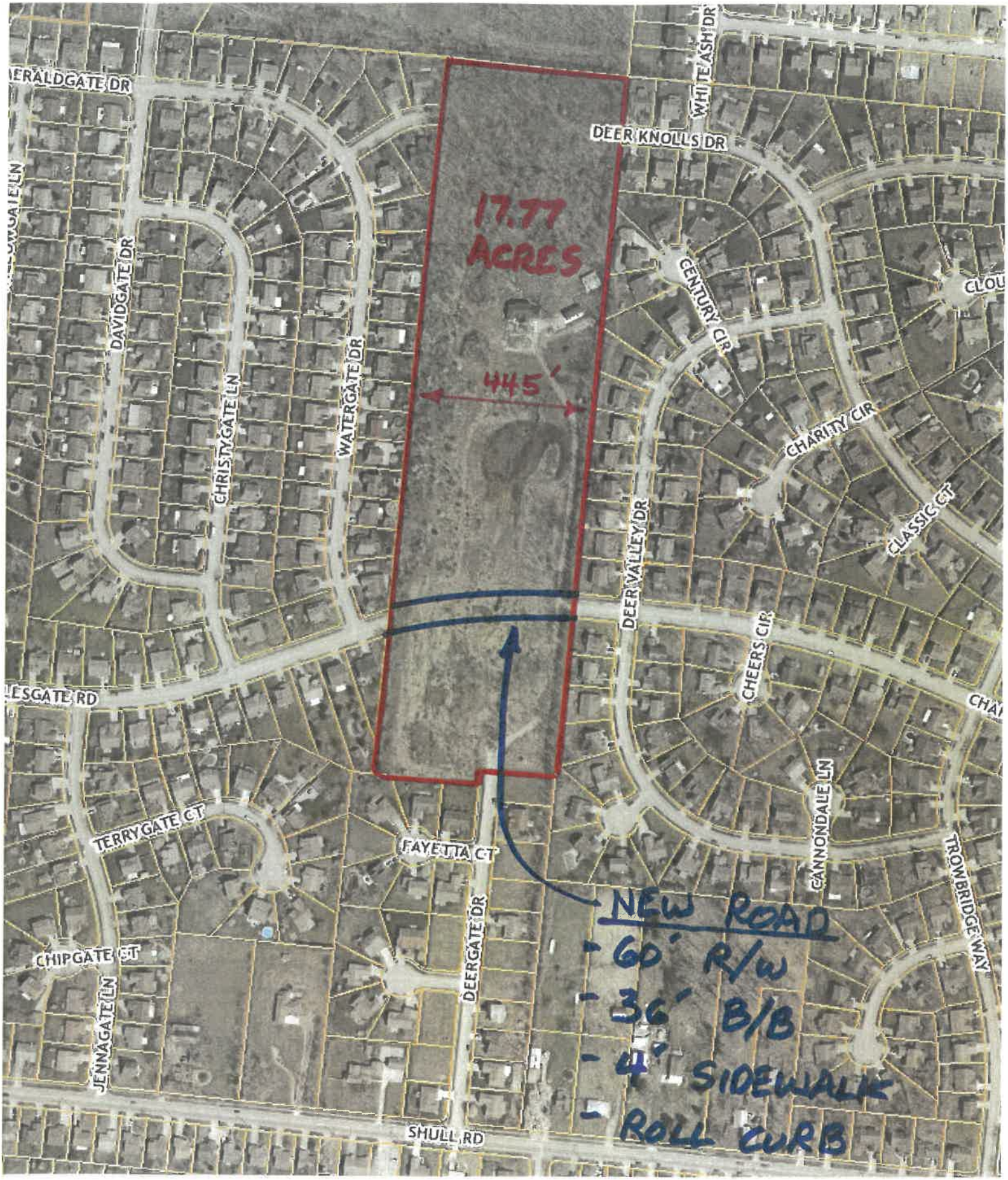
Bid Results

Map

Resolution

CITY OF HUBER HEIGHTS
CHARLESGATE ROAD GAP CLOSURE
BID RESULT
BID DATE: JUNE 5, 2026

CONTRACTOR'S NAME	BID AMOUNT	
Outdoor Enterprise	$467,622.00	75 Calendar Days
	Bid Bond - Yes	
Double Jay Construction	$497,868.00	150 Calendar Days
	Bid Bond - Yes	
Ranger Earthworks	$530,212.50	365 Calendar Days
	Bid Bond - Yes	
M & T Excavating	$394,132.50	210 Calendar Days
	Bid Bond - Yes	
Hasting Excavating	$722,786.00	90 Calendar Days
	Bid Bond - Yes	
Brumbaugh Construction	$498,000.00	180 Calendar Days
	Bid Bond - Yes	
Performance Site Development	$562,517.85	365 Calendar Days
	Bid Bond - Yes	
Integrity Contractors	$484,773.45	180 Calendar Days
	Bid Bond - Yes	



City of Huber Heights

1 in = 300 ft

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT FOR THE CHARLESGATE ROAD GAP CLOSURE PROJECT.

WHEREAS, the City Council under Resolution No. 2026-R-7673 has previously authorized the securing of bids for the Charlesgate Road Gap Closure Project; and

WHEREAS, construction bids were received by the City on June 5, 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 Charlesgate Road Gap Closure Project with M & T Excavating, LLC. as the lowest and best bidder, at a cost not to exceed $435,000.00 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-11655 **Topics Of Discussion M. 222**

Council Work Session

Meeting Date: 07/07/2026

Chambersburg Road Improvements - Phase IV - Acquisition Services - 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:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Chambersburg Road Improvements - Phase IV - Acquisition Services - Award Contract

Purpose and Background

This legislation will authorize a contract with Environmental Design Group for acquisition services to acquire the right of way needed to widen the Chambersburg Road Improvements - Phase IV at a cost not to exceed $169,000. Environmental Design Group is an ODOT pre-qualified company that has trained personnel and expertise to perform acquisition services. Approval of this legislation will allow for the acquisition of needed right of way parcels, drainage, slope, and temporary easements for this project at a total cost not to exceed $250,000.

Fiscal Impact

Source of Funds:	Street Capital Fund
Cost:	$419,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Map

Resolution



Scale: 1 in equals 1,000

City of Huber Heights, OH

Date: 6/29/2026

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR RIGHT OF WAY ACQUISITION SERVICES AND TO ACQUIRE NEEDED RIGHT OF WAY, DRAINAGE, SLOPE, AND TEMPORARY EASEMENTS FOR THE CHAMBERSBURG ROAD IMPROVEMENTS – PHASE IV PROJECT

WHEREAS, the City desires to acquire the right of way for the Chambersburg Road Improvements – Phase IV Project; and

WHEREAS, it is necessary to obtain outside right of way acquisition services to acquire the right of way; and

WHEREAS, Environmental Design Group has been determined to be the most qualified firm for the project.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Environmental Design Group to acquire the right of way for the Chambersburg Road Improvements – Phase IV Project at a cost not to exceed $169,000.00.

Section 2. The City Manager is hereby authorized to acquire needed right of way parcels, drainage, slope, and temporary easements for the Chambersburg Road Improvements Phase IV – Project at a total cost 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-11661 **Topics Of Discussion** **N.** **222**

Council Work Session

Meeting Date:	07/07/2026		
Motorola Solutions Software Subscription			
Submitted By:	Keith Knisley		
Department:	City Manager	**Division:**	Police
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Motorola Solutions Software Subscription

Purpose and Background

This legislation authorizes an agreement with Motorola Solutions to provide a software subscription service for public safety Computer Aided Dispatch (CAD) and mobile computer software and waives the competitive bidding requirements.
The City provides dispatch services to the Huber Heights Police Division and the Huber Heights Fire Division as well as to the City of Riverside and Butler Township Police and Fire Departments. To provide this service, sophisticated Computer Aided Dispatch (CAD) software is utilized to assign and track resources and provide real-time updates to subscribers in the field. The City is additionally connected to the Montgomery County Sheriff's Office Regional Dispatch Center to provide for interoperability and sharing of resources. Motorola is offering a subscription-based service to replace a legacy-style software license and maintenance program. This subscription service will provide software to devices and users without limits to increase users and devices for the City of Huber Heights, Riverside, and Butler Township. While the cost is about $6,000 more than the legacy service, there will be additional features added to the subscription and, with a growing environment, the City's cost through growth within Huber Heights, Riverside, and Butler Township is already known for the next five years without the worry of the legacy-style additional license fees in the future. The Montgomery County Sheriff's Office and the Englewood Police Department are in the process of switching to this subscription-based service. The City's current agreement is up for continuation at the end of July, 2026. The City's cost to enter into this agreement will increase if deferred to next year. The total five-year program to provide subscription services from July, 2026 to July, 2031 is $339,691 broken down into annual payments of:

2026-2027 - $62,505
2027-2028 - $65,305
2028-2029 - $68,245
2029-2030 - $71,332
2030-2031 - $72,304

Fiscal Impact

Source of Funds:	Information Technology Budget
Cost:	$339,691
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes

Financial Implications:

Five annual payments with a not to exceed amount for the total agreement of $339,691.

Attachments

Agreement
Resolution

MOTOROLA SOLUTIONS

Proposal

Huber Heights Police Department, Ohio

PremierOne Suite Subscription and Support

Proposal #26-227830

June 22, 2026

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 West Monroe St, Ste 4400
Chicago, IL 60661

June 22, 2026

Deborah Wiley
Huber Heights Police Department
6121 Taylorsville Road
Huber Heights, Ohio 45424

Re: Proposal #26-227830 for PremierOne Suite Subscription and Support (Proposal)

Dear Deborah:

Motorola Solutions, Inc. (“Motorola”) is pleased to provide the enclosed Proposal for Huber Heights Police Department, Ohio (“Customer”). This Proposal is valid until August 12, 2026.

Motorola's Proposal is subject to the terms and conditions of the existing PSA System Agreement 20-PS-1111094 / PMO3 OHP19P144A dated December 1, 2020. You may accept this Proposal by returning a copy of this proposal signed by an authorized signatory. Motorola would be pleased to address any concerns you might have regarding this Proposal. Please send your order to your Motorola Software Sales Account Manager listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. We look forward to receiving your response. Please feel free to contact your Motorola Software Sales Account Manager, Chad Gappa at 480-606-8886 or chad.gappa@motorolasolutions.com with any questions.

Sincerely,

Chris Baur

Chris Baur
Software Sales
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

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Section 1

System Description

1.1 Introduction

Motorola Solutions is pleased to present the following system for Huber Heights Police Department, Ohio (hereinafter referred to as the “Customer”).

Motorola’s offering consists of PremierOne Hybrid Features and services (as stated in the Statement of Work). The PremierOne Subscription offer delivers a hybrid-connected suite that transforms your agency’s operational capabilities through rapid cloud activation and feature provisioning. This approach accelerates your time to value, with Motorola’s dedicated Customer Success team playing a pivotal role in ensuring effective feature adoption from the outset.

In addition, Motorola has included the customer's request to replicate their legacy query formatting interface by optimizing the current system's capabilities as well as the BRINC Drone-as-a-First Responder (DFR) Interface to PremierOne CAD.

1.2 PremierOne Subscription Description

PremierOne Subscription is a hybrid solution that encompasses a combination of on-premises software functionality and cloud-based features ("Hybrid Features") over the term of the subscription. During the term of the subscription, the Customer receives continuous software maintenance, support, and upgrades, as well as new features & capabilities offered as part of the PremierOne Subscription base subscription offer. Motorola Solutions reserves the right to provide functionality via the on-premises equipment or through cloud-based services.

New Product(s) offering features and benefits beyond the contracted Solution will be presented to the Customer for consideration. Such offerings may incur additional costs, and will be communicated as add-ons subscriptions (amendments) to the original subscription agreement.

The Customer, upon mutual agreement with Motorola, may elect to transition to Motorola’s full cloud CAD and RMS Management system suite. Upon such transition, the scope of this subscription will be limited to the functionality contained in the base offer of the Cloud Suite, and, to the extent available at the time of transition, equivalent features to Customers on-premises system. Any professional services for provisioning, configuration, and training users on the cloud suite will be available for purchase separately from this subscription.

1.3 PremierOne Subscription Hybrid Features

Included in the PremierOne subscription base offer, the Customer will have access to various hybrid features and cloud-based functionality. Subscription customers are authorized to use any CAD | Mobile | RMS hybrid feature that has a comparable on-premises equivalent, such as the CAD Web Client or Multi-Agency Search. As mentioned previously, new cloud-based features and benefits beyond the contracted solution will be available for purchase separately as an add-on to the base subscription. Examples of these add-on subscriptions include the CC CAD Disaster Recovery for PremierOne and the CC Responder Field Reporting Forms.

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It is understood that throughout the duration of this agreement, Motorola Solutions may innovate and introduce additional CAD | Mobile | RMS cloud-based functionalities. Subscribers are hereby granted the authority to access and utilize any hybrid feature within the CAD | Mobile | RMS suite that aligns with their on-premises authorizations at time of hybrid feature release. Motorola solutions may introduce additional cloud-based functionalities which enhance the value and capabilities beyond the scope of the original contracted solution. These new features, should they emerge during the active contract period, may not be automatically included in the base subscription, but rather will be made available for current subscribers to acquire as an optional, supplementary purchase.

Motorola Solutions explicitly maintains the right, at its sole discretion, to (a) extend such features and functionalities to on-premises systems or through cloud services, and (b) unveil novel features or advancements as part of a Major Release. While several hybrid features will be available from the outset of the Customer's (see list below), additional cloud-based features and improvements will be made available throughout the term of the subscription.

PremierOne CAD Hybrid Features

- CAD Web Client
- CommandCentral Responder CAD
- Assist Map
- Agency Alerting
- Public | Private Incident Collaboration

PremierOne Records Hybrid Features

- Multi-Agency Search

1.4 Participating Agencies

The designated agencies participating in the system are:

- Huber Heights Police Division
- Huber Heights Division of Fire
- Butler Township Police Department
- Butler Township Fire Department
- City of Riverside Police Department
- City of Riverside Fire Department

1.5 PremierOne CAD Hybrid Features

1.5.1 CommandCentral CAD Web Client

The CAD Web Client is a light web-based CAD client that augments the PremierOne CAD on-premises system, providing seamless bi-directional functionality between the CAD web user and the dispatcher in communications.

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The following user groups can benefit from the CAD Web Client:

- Dispatch Supervisors
- First Responders
- Command Staff in need of real-time CAD monitoring
- Non-emergency call takers

CommandCentral CAD Web Client provides authorized access to CAD incident and unit information via a Chrome web browser. The client provides the benefits of a cloud-based deployment without a need to VPN into a network to access critical CAD data. CommandCentral CAD Web Client can be used with PremierOne CAD 4.6.19 and above. The application can be used on a single display or across multiple computer displays.

CAD Web Client also provides the capability to create single-agency / single-discipline CAD incidents with address validation against Esri World Geocoder as well as agency-owned GIS data. The application also provides the ability to assign Report numbers (single and multiple against owning and responding agencies). Users can also update CAD incidents (involved persons, vehicles, comments). The CommandCentral CAD Web Client is exclusively cloud-hosted by Motorola Solutions, utilizing Azure Government Cloud.

CAD Web Client provides basic incident search capabilities so that users can look up pending, active, and closed incidents by several parameters (CAD Incident ID, RMS Report ID, involved person's first, last name, and phone number, comments, address, and incident type). Users can also view incident history from within the Web Client UI to understand the chronology of events in a given CAD incident.

The customer will have access to the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and display of assigned units) including map layers
- Incident search capabilities
- Basic agency-based incident and unit monitoring permissions to restrict unauthorized access
- Viewing printable incident details report from CAD incident details.
- Incident history
- Incident management capabilities
  - Incident create (single/multi-discipline) with ESRI World Geocoder and customer GIS data (addresses, response boundaries)
  - Field initiated incident
  - Unit assignment
  - Add comment, persons, vehicles
  - Incident close and reopen
  - Request a Records/RMS Report Number
  - Display of associated incidents
- Unit status update, place on/off duty

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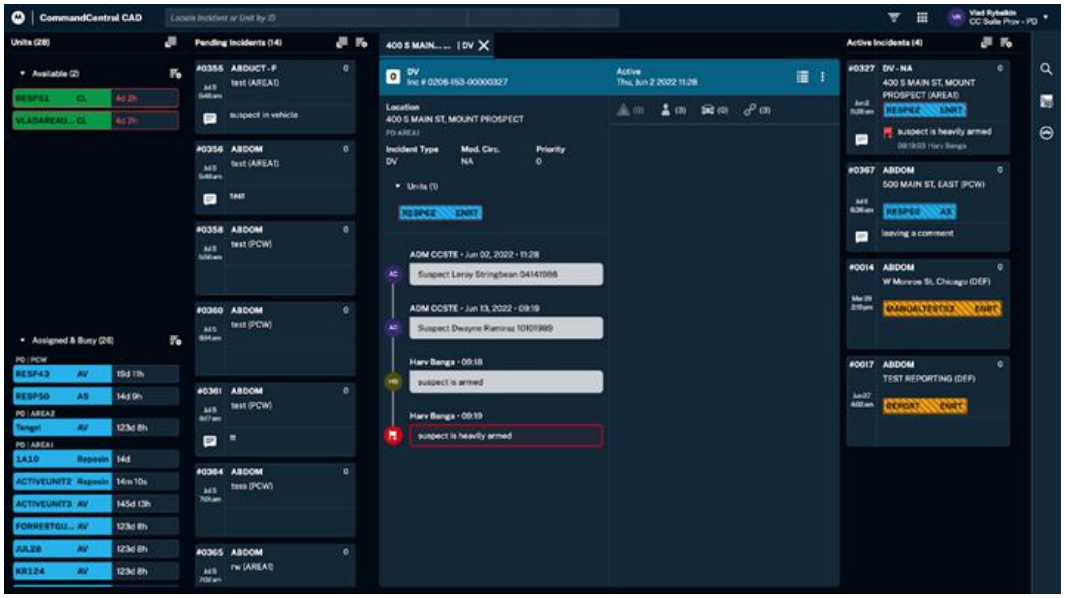


Figure 1-1: Single screen default view [Dispatch mode]

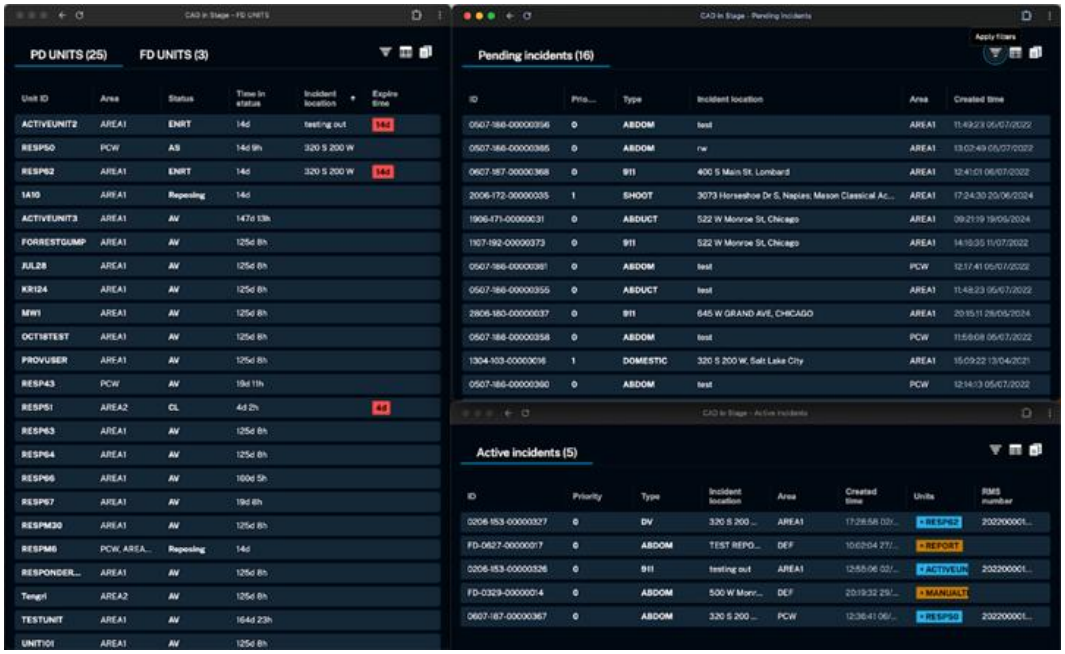


Figure 1-2: CAD Web Client Extracted Status Monitors [single page view]

1.5.2 CommandCentral Responder CAD

CommandCentral Responder extends the power of an agency's PremierOne or CommandCentral computer-aided dispatch (CAD) system directly to the field, putting critical incident details in the hands of officers—exactly when they need them.

Available for iOS and Android, this intuitive companion app seamlessly integrates with existing Motorola Solutions technologies, enabling officers to update their unit status, monitor incidents and responding

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units, add CAD comments, capture information, complete workflows and stay connected to the dispatcher while in the field.

This means faster response times, improved communication, increased situational awareness, and enhanced officer safety. CommandCentral Responder breaks down the barriers between Dispatch and the field, enabling officers to access critical information anywhere, anytime. No longer tethered to vehicles or clogging the radio airwaves, officers can stay informed, react swiftly and make more informed decisions, leading to a safer and more connected situation for everyone.

CC Responder CAD supports the following Mobile Operating Systems:

- iOS 15 and after
- Android 10 and after

CommandCentral Responder is a cloud-based application that enables law enforcement officers to access PremierOne CAD to view or update incident and status information using mobile devices.

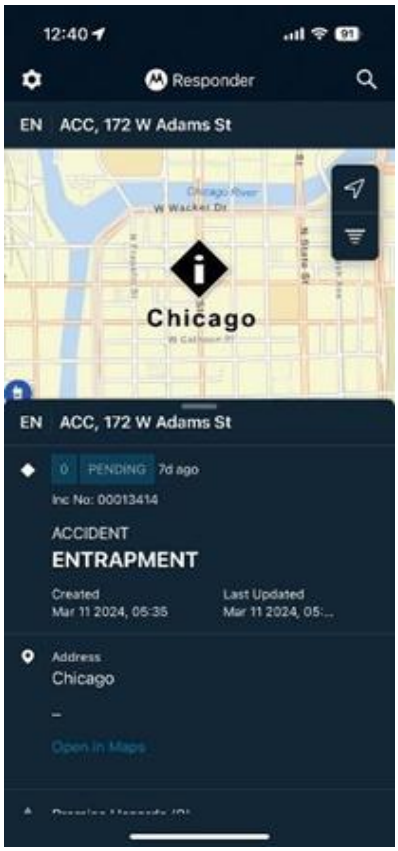


Figure 1-3: Sample CommandCentral Responder Incident Details Screen

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1.5.2.1 Responder CAD Functionality

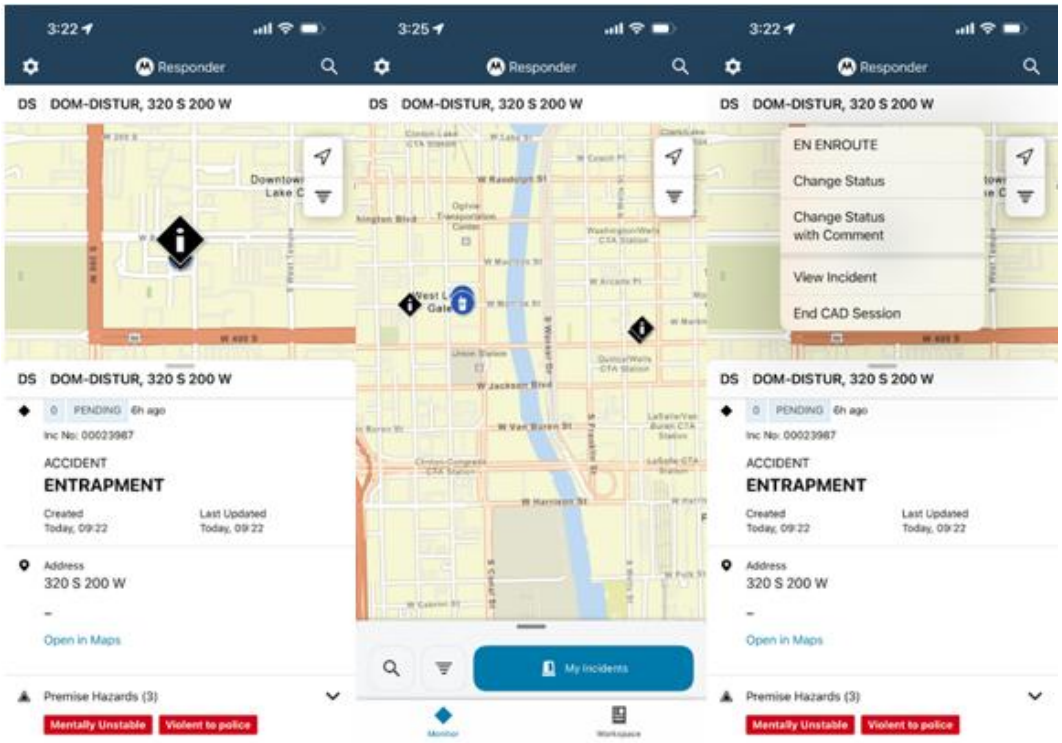


Figure 1-4: Incident Details / CAD Map (Units & Incidents) / Change Status

CommandCentral Responder CAD provides First Responders and other authorized personnel with the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and location of assigned units)
- Incident & Unit search capabilities
- Unit status update
- Address verification and reverse geocoding
- Premises hazards
- Apple CarPlay®
- Editing and Update capabilities
  - Incident creation
  - Self Assignment of Incidents
  - Send and Receive CAD comments
  - Unit status change
  - Incident close with disposition

During the deployment process, Motorola Solutions will configure CommandCentral Responder with your agency's required fields as defined by CC CAD or P1 CAD tables, including the incident status, unit status, incident type, and various other CAD options.

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1.5.2.2 Responder CAD with CarPlay® and Android Auto

CommandCentral Responder on Apple CarPlay® and Android Auto –an integration that brings relevant mobile dispatch features to your patrol car's hands-free infotainment system.

Vehicle integration provides officers with intuitive, in-dash access to critical information from their agency's PremierOne CAD or CommandCentral CAD system. It is compatible with voice control features, allowing officers to stay focused on the road and obtain vital details and updates of an incident before arriving on scene. Officers can also use voice-to-text to dictate critical CAD comments to update details for all responding units while keeping both hands on the wheel.

Officers can easily view and interact with a list or map of incidents and other units in the area, see their assignments from Dispatch, self-assign to open incidents, complete status updates, and launch turn-by-turn navigation to get on scene quickly. When incidents change or are updated, officers can stay informed by on-screen notifications that can also be read aloud through Apple CarPlay® and Android Auto.

1.5.2.3 Authentication and Data Security

CommandCentral Responder data is transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption to protect from unauthorized access. To access the system, a user must present multiple authentication factors to CommandCentral Identity Management. All user requests and other user data are protected by Azure Government services.

1.5.3 Assist Map

Assist Map offers a unified mapping interface, powered by Esri, to display resource and event locations and alerts. Users can view all location-based data on the map display. The Assist Map also includes the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.
- Modules:
  - Esri-based Unified Map

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  - CAD-Like Configurable Event Monitor
  - Workflow Automation Rules Engine
- Integrations:
  - VESTA 9-1-1 - Call locations and details
  - CommandCentral, PremierOne or Flex CAD – Incident locations and details as well as unit location, status and detail (if enabled within CAD system)
  - Rave Mobile Safety Panic Button – Panic alert locations and details
  - GIS Cloud Hosting – Leverage the optional Unified GIS QC and Hosting Service for connecting
  - Rave Alert - Receive location-based alerts on the map for immediate awareness of high-priority events.
  - Facility Profiles - Access critical property, building and campus information
  - Smart911® - Access critical person information, including health and emergency contact information.

NOTE: Smart911 must be purchased separately. If customer has Smart911, they will have access to Smart911 through the Assist map.

- Share critical incident data with jurisdictional partners and stakeholders outside of CAD such as Emergency Management, DOT, and other extended response teams via configurable rules
- Proximity Alerts - based on event and location, automate critical notifications and quickly get the right information to the right people. Common use cases include soft target protection like schools and government facilities.

1.5.4 Agency Alerting

The PremierOne Subscription Offer includes a reliable, easy-to-use solution for sending mass notifications or targeted messages to your organization. This cloud-based, customizable platform supports both emergency communications and everyday operational messages for a defined audience.

Quick and Reliable Messaging

Whether for a planned event or an unforeseen emergency, agency alerting offers your administrators an intuitive interface and customizable templates that guarantee immediate and accurate messaging to the appropriate users. Instant notifications via all channels – text, voice, and email – helps to expand your reach for mass notifications.

Enhanced Internal Coordination

Using an intuitive database that administrators can easily manage and update, agency alerting helps to bolster the coordination of groups by location, department, or other criteria that you choose. Administrators can customize their interface, provide updates to internal users, and receive immediate reports on alert success and delivery rates.

1.5.5 Public | Private Incident Collaboration

The PremierOne Subscription Offer includes a crisis management platform that supports your team's communication and collaboration, whether in routine situations or emergencies.

Within the incident collaboration functionality included, it is easy to establish clear responsibilities, immediately assign critical tasks, and provide event-specific materials to ensure procedures are being

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followed. Responses and actions are automatically recorded and tracked to confirm that the appropriate steps are being taken.

Benefits of incident collaboration include:

Increased coordination between team members

From a single screen, users can see their own tasks as well as what has been assigned to others. Team members are connected and can address situations with a planned strategy, making coordinated decisions in real time as actions and tasks are accomplished.

Greater situational awareness for all personnel

Notes, status reports, and next steps are immediately visible. From the onset of an event through the all-clear signal, your organization's leadership and responsible personnel are current from one moment to the next.

Faster response times in moments of emergency

Incident collaboration provides a clear list of tasks and responsibilities, templates for all types of scenarios, and an easy mechanism to record and share actions taken. Teams are prepared to act quickly during the initial critical moments of an incident as first responders arrive.

Automatic record of events and response sequence

A detailed timeline records all actions taken during routine situations or unexpected emergencies, providing your staff with the information they need to complete reports, communicate about outcomes, and improve response strategies for the future.

Incident collaboration helps your organization to be prepared for all possible scenarios. Team members quickly share critical data, send notifications, and coordinate a response to make sure every task is completed.

1.5.6 Situational Awareness

The PremierOne Subscription Offer includes a secure and interoperable solution for public safety agencies to speed response times by sharing data, automating workflows, and more effectively collaborating across jurisdictions and on different CAD systems. Using AI to enhance situational awareness, this software solution gives 9-1-1 dispatchers, first responders, and relevant emergency service agencies the information they need to respond more effectively and cohesively to critical incidents.

In moments of crisis, whether it be a mental health situation, an active assailant, or a weather emergency, there are many moving parts and often a deluge of incoming information. With an intuitive user interface that shows automated alerts, map locations, task assignments, and situational updates, the situational awareness functionality allows you to give advance notice, allocate resources, and communicate better with the key leaders in your organization.

Tools that enhance agency responses include:

Proximity Alerts

Key data from an ongoing event, including locations indicated on an interactive map, are used to automate critical notifications and quickly get the right information to the right people.

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Complex Event Management

During complex situations that require coordinated effort across multiple agencies or jurisdictions, an incident can automatically trigger a dedicated collaborative event, assign tasks for your team to complete, and offer easy mechanisms for tracking progress and updates.

Cross Agency Visibility

Sharing CAD data with neighboring organizations enables both jurisdictions to see events and updates in real time, allowing both teams to give a faster response, and increasing situational awareness across jurisdictions.

By sharing relevant information and improving workflows, the situational awareness solution offers the following benefits to your team:

- Increased situational awareness for incidents across jurisdictions, such as a multi-alarm fire, major interstate crash, active string of crimes, severe weather, active pursuit of wanted person, missing person search, and more.
- Improved officer safety through effective dispatch workflows and automatic notifications.
- Reduced opportunities for human errors thanks to configured tools such as task assignment, reminders, and checklists, as well as an easy flow of communication that decreases the number of calls to transfer.
- Best-in-class speed, deliverability, and reliability of notifications via SMS, voice, email, or applications based on automated rules leveraging any elements in the CAD incident data.
- Support for expanded or alternate dispatch workflows, including for mental health or domestic violence incidents.
- Lower total cost of ownership with cloud-based hosting and a single secure connection to a data hub.

1.6 PremierOne Records Multi-Agency Search

The Multi-Agency Search feature provides a robust search interface enabling participating Motorola agencies to share Persons, Vehicles, and Incident Report data from the PremierOne Records Management System (RMS) with other PremierOne and Flex agencies. This collaborative tool empowers agencies to:

- Control Data Sharing: Agencies have the discretion to select the specific types of information that are available for sharing.
- Manage Sharing Partners: Each agency can manage its list of trusted agencies with which to share data with, ensuring that data- sharing arrangements are mutually agreeable and maintain data integrity.
- Enhance Search Capabilities: Participating agencies that have opted in will gain the ability to conduct searches across a broader regional data set, which can foster a cooperative environment among agencies, streamline investigative processes, and ultimately enhance public safety operations through more effective data utilization.

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1.7 BRINC DFR Interface Description

1.7.1 Assumptions

This proposal is subject to the following assumptions:

- The Customer will supply all workstation hardware, OS, and other software required by their infrastructure.
- Motorola's proposal makes no provision for cabling or capital improvements to the installation environment, nor does it address any power consumption or bandwidth considerations that may be required to support the solution.
- Motorola's proposal is based on the items listed in the detail summary section of the price quotation.

1.7.2 Interface Functional Description

The BRINC DFR Interface enables data exchange between PremierOne CAD and the BRINC DFR system to support automated drone response workflows. The CAD Interface will extract specified CFS (Calls for Service) data and provide the current snapshot of the incident to the third-party system. The interface sends updates as they occur in the CAD system, including incidents, incident units, and narratives as filtered by agency.

1.7.3 Use Case(s)

ID	Description
UC-01	Upon a qualifying Call for Service creation or updated, PremierOne CAD shall push the incident data to the third-party system.

1.7.4 Interface Diagram



1.7.5 Interface Direction

Send Only	Receive Only	Bidirectional	Acknowledge Received / Send
X			

1.7.6 Interface Delivery and Format

Third Party System Version	Target System Connection Protocol
Latest specified version	Webhook API push

- The customer must notify Motorola Solutions of any changes to the third party application requiring Interface engineering effort.
- The customer is responsible for ensuring that API agreements are in place if Motorola Solutions receives the third party API from the customer.
- Motorola Solutions makes no guarantee regarding future performance, enhancements, or availability of Interfaces where future enhancements, or modifications are implemented on the third party Interface / system, unless otherwise agreed.

1.7.7 Data Format

The webhook data exchange provides JSON formatting.

NOTE: Any other file format *(XML, CSV, ASCII text)* is not supported for this Interface design.

1.7.8 Configurable Elements

- Agency filtering criteria for CFS export.
- Transmission frequency or trigger event logic.

1.7.9 Assumptions

- The Customer's PremierOne CAD system must include the CommandCentral Connector and be at release 4.6.16 or higher.
- The Customer and/or third party provides sandbox environments for engineering and testing.
- The Customer and/or third party provides necessary API credentials.
- The Customer and/or third party establishes a network connection between the BRINC DFR environment and the MSI environment.

1.7.10 Limitations

- The Interface is contingent upon BRINC DFR's API receipt functionality.
- The Interface only supports outbound data flow; no data is returned to the CAD system from BRINC DFR under this functional description.

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Section 2

PremierOne Subscription Statement of Work

2.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Huber Heights Police Department, Ohio (hereinafter referred to as Customer). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and Customer and will be addressed in accordance with the change provisions of the Agreement. Customer acknowledges that such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and Customer pursuant to the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

2.2 CJIS Information

For all employees having unescorted physical or logical access to unencrypted NCIC/III or CHRI data or who manage, operate, develop, access, and maintain criminal justice information systems containing unencrypted NCIC/III or CHRI data, Motorola, upon request, will provide state of residency verification and will obtain Applicant Fingerprint Cards and submit them to Customer for conducting a criminal background investigation, if Customer requires a different procedure there may be additional costs incurred, prior to such employee accessing the information system or arriving on Customer premises if unescorted access is required. If Customer requires current Fingerprint Cards, Motorola employees will provide them.

2.3 Project Terms

The following project management terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change during the deployment of the System at the mutual agreement of Motorola and Customer.

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Project Management Plan is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan and provides the criteria for managing those tasks within the project.

2.4 Completion Criteria

Motorola Integration Services are considered complete upon Motorola performing all Motorola Responsibilities listed in that (sub) section, delivering all items listed as Motorola Deliverables for that (sub) section, or as specifically stated as Motorola Deliverables – defined as the Service Completion Date. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay; Motorola is not responsible for any project delays due to incomplete Customer tasks.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola Deliverable within ten (10) business days of completion or receipt of a deliverable.

The subscription service period will begin upon Customer's receipt of credentials required for access, unless mutually agreed otherwise by project change order. The System Completion will be acknowledged in accordance with the terms and conditions of the Agreement and the System Completion Date will be memorialized by Motorola and Customer.

2.5 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, Customer is responsible for:

- All Customer provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, and the like.
- Active participation of Customer resources in project delivery meetings and working sessions during the course of the project. Customer resources will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation, as requested.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions, as defined in the Training Plan.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer provided alternate remote conferencing solution.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.

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2.6 Project Kickoff

The purpose of the Project Kickoff is to introduce project participants and review the scope of the project, the Project Kickoff event consists of various branched activities. Availability of Customer project team and relevant resources to participate in each activity is critical to the project success.

Motorola Responsibilities

- Schedule and facilitate the Project Kickoff to clarify roles and responsibilities, establish team-working relationships, and initiate project tasks.
- The Motorola PM and lead technical resources travel to the Customer site. Other Motorola project team resources may attend remotely.
- Present a high-level overview of project scope and included applications and technologies as listed in the System Description.
- Review the delivery schedule and associated requirements.
- Confirm Customer access to the LXP.
- Confirm Customer is established in CommandCentral Admin portal.

Customer Responsibilities

- Provide a meeting space equipped with remote conferencing capability, enabling remote Motorola project team members to participate.
- Identify and ensure participation of Customer project team and other key team members in kickoff and project initiation activities.
- Provide input to the delivery schedule.
- Confirm access to the LXP.
- Confirm access to CommandCentral Admin portal.

Motorola Deliverables

- Project Kickoff Minutes.

Note - The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.

2.6.1 Contract Review

The objective of the Contract Review is to review contracted products with the Customer that make up the solution and System as sold, including the bill of materials, all applicable project plans, and the contractual obligations of all parties in order to reach a common and comprehensive understanding of the implementation scope and effort.

Motorola Responsibilities

- Review third-party partner solutions and involvement in the project, as applicable.
- Summarize and review the contracted Products, query(ies), and interface(s) described in the System Description.
- A summary review of the contracted applications, query(ies) and interface(s), and bill of materials.
- Check the system bill of materials and note any necessary modifications.

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- Review handheld device hardware specifications, IOS or Android version requirements, and reference to applicable CJIS security requirements.
- Lead the discussion of the Training Plan, prerequisites, and associated requirements.
- Plan installation activities with Customer.
- Discuss the Product Validation process for the contracted products.
- Author CDR meeting minutes.

Customer Responsibilities

- Review all contract materials, inclusive of exhibits: for example, bill of materials, Training Plan, SOW.
- Prepare a list of questions pertaining to contracted materials and exhibits.

Motorola Deliverables

- Contract Review meeting minutes.

2.7 Query Returns

This section addressed the current requirements regarding data mining and query result presentation. The objective is to address the customer's request to replicate their legacy query formatting interface by optimizing the current system's capabilities. The available solution is the implementation of "Response Ordering" to organize multiple responses effectively; ensuring critical data appears first in the return list.

2.7.1 Module Discovery

All proposed solutions discussed will be capable of being configured within the current product capabilities and will require no new product development. If any new product development is requested, a new proposal with custom development time will be provided.

Motorola Responsibilities

Motorola Solutions will assign a Solution Specialist to perform the following tasks:

- Facilitate Discussion on Response Ordering: Conduct a session to discuss and define the priority order of query responses. This aims to mitigate the difficulty of navigating multiple responses by ensuring high-priority returns appear at the top of the list.
- Consult on Query Formatting: Facilitate a discussion regarding the specific mapping and provisioning required for the "at VIN" query and mobile formatting.
- Configuration Support: Assist with the configuration of response ordering priorities within the existing product framework.

Customer Responsibilities

- Participation: Ensure relevant stakeholders from the agency and the City are available for the facilitated discussions.
- Definition of Priorities: Provide clear guidance to the Solution Specialist regarding which query responses should take priority in the display order.
- System wide Authorization: Acknowledge and authorize that enabling "Response Ordering" will be a system wide change affecting all agencies within the City, not just the requesting agency.

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- Provisioning Access: The customer (specifically the City as the system manager) must provide the necessary permissions and provisioning to implement these shared query formats.

2.7.2 Functional Validation

The objective of functional validation is to verify that the query returns perform in accordance with the discovery worksheet and configuration choices as reviewed during discovery session.

Motorola Responsibilities

- Provide a remote demonstration of the query returns.
- Document any discrepancies and provide a remediation plan for resolving any conflicts with the discovery worksheet.

Customer Responsibilities

- Ensure that core project team resources are available to participate in the functional validation.
- Witness the execution of the demonstration and acknowledge successful completion.

2.7.3 Project Completion

Following the functional validation, the service delivery is complete. Motorola and the City certify completion milestone and the query return portion of the project is formally closed.

2.8 BRINC DFR Interface

2.8.1 Interface Planning Session

The objective of the interface planning session is to discuss the interface experience presented by each contracted interface(s). Topics of discussion will include the following:

- The functionality delivered with each interface as presented in the interface specific documentation included in this Agreement.
- Deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third-party systems).
- Interface delivery and validation process.

Note – The interface deployment requirements are a prerequisite to roll out the interface(s). Delayed, incomplete, or inaccurate information may have a significant impact on the delivery of the interface(s).

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, modification, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

2.8.1.1 Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third party documents necessary to establish interfaces.

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- Facilitate an overview of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third party documents necessary to establish interfaces with local and remote systems.
- Communicate the functional interface demonstration process.

2.8.1.2 Customer Responsibilities

- Establish all required third party API(s) and SDK(s) and provide all licensing and documentation for Customer's existing systems.
- Collect information on third-party API, SDKs, data schema, and any internal and third party documents necessary to establish interfaces with all local and remote systems and facilities within ten days of the Project Kickoff Meeting to avoid impact on the Project Schedule.
- Establish network connectivity between the Motorola server(s) and all third-party interface demarcations.

2.8.2 Interface Design Review

Motorola and Customer will review Motorola's interface design, at the time of contract, as documented in an Interface Functional Description (IFD) in order to verify consensus of functionality of the interface prior to Motorola commencing with development efforts. The review will include the structure of the interface, involved data elements and data mapping, event trigger, update cadence, communication path, connectivity requirements and the expected user experience. Changes in design and or functionality identified during the review that impact Motorola's level of effort to develop the interface will be evaluated for cost and price impact. In such cases, Motorola reserves the right to provide Customer with a change order for the increased price or to de-scope the interface from the contract.

2.8.2.1 Motorola Responsibilities

- Conduct a review of the interface to explain the design of the interface and how the interface functions in the Motorola system.
- Work with Customer's third-party vendors, as required, to clarify any connectivity issues/data transfer issues.
- Consensus of the design will be memorialized by Customer signature on the design document before Motorola commences with any development activities.

2.8.2.2 Customer's Responsibilities

- Make knowledgeable individuals available for the reviews.
- Provide clarity on the use case of the interface and verify the functional specification in the IFD meets the use case or identify desired changes to the specifications.
- Facilitate communications and assist with resolution of issues that arise between Motorola and Customer's third-party vendor(s).
- Assume costs associated with efforts required of the third-party vendors, which may include professional services, API/SDK fees, Non-Disclosure Agreements, licenses, and configuration or development, if necessary, to support desired interface functionality.
- Memorialize the interface specification by signature expeditiously, enabling Motorola to initiate development activities.

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- Initiate a Change Order for any modifications.

Note – Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. When information and access to systems is provided, Motorola will attempt to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses, those costs will need to be addressed through the change order provision of the Agreement.

2.8.2.3 Implementation

The installation, configuration, and demonstration will be an iterative series of activities depending upon access to third-party systems.

2.8.3 Interface Development

Development will be completed in accordance with an interface design document. Customer is responsible for engaging third-party vendors, as required, to facilitate connectivity and validation of the interfaces.

2.8.3.1 Motorola Responsibilities

- Develop interfaces in accordance with the interface design document.
- Establish connectivity to external and third party systems.
- Configure interfaces to support the functionality described in the interface design document.
- Demonstrate the interface usability.

2.8.3.2 Customer Responsibilities

- Act as liaison between Motorola and third party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third party systems to support Motorola's interface installation efforts.
- Provide network connectivity between PremierOne® and third party systems.

NOTE – Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. When information and access to systems is provided, Motorola will attempt to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses, those costs will need to be addressed through the change order provision of the Agreement.

2.8.3.3 Motorola Deliverables

- Contracted Interfaces.

2.8.4 Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third party systems to which the contracted software will interface. Motorola will configure the system to support

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each contracted interface as described in the interface-specific documentation. Customer is responsible for engaging third-party vendors, as required, to facilitate connectivity and testing of the interfaces.

2.8.4.1 Motorola Responsibilities

- Establish connectivity to external and third party systems.
- Deploy interfaces to support the functionality described in the interface-specific documentation discussed during the Interface Planning Session.
- Validate that each interface can transmit and/or receive data in accordance with the interface-specific documentation.

2.8.4.2 Customer Responsibilities

- Act as liaison between Motorola and third party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third party systems to support Motorola's interface installation efforts.
- Provide network connectivity between PremierOne® and the third-party systems.
- Provide external interface connection demarcation points at locations agreed to by Motorola. These locations shall normally be adjacent to the PremierOne® equipment rack.

2.8.4.3 Motorola Deliverables

- Contracted Interfaces.

2.9 Cloud-Based Feature Enablement

Customer's cloud-based features and functionality, as listed in the System Description Section 1, will be enabled and connected to the ancillary systems as defined in the Project Schedule. As new features and functionality are added to these base applications, they will become available to Customer during deployment and for the term of the subscription.

Customer will work with Motorola on the setup and configuration of Customer's firewall in order to allow traffic from Motorola Cloud-Based Applications and Features.

2.9.1 CommandCentral Agency and User Setup

Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish Customer and Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).

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- Ensure all System Administrators complete the LXP CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Motorola Deliverable

- Initial agencies and user(s) have been configured.

2.9.2 CommandCentral Configuration

Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define each user's specific capabilities and permissions. Remotely complete the installation of CommandCentral Connector to include networking, firewall, and load-balancer configurations.

Motorola Responsibilities

- Create CommandCentral Agencies:
  - Production Agency – Use the Customer's existing agency if available or create a new Agency if needed.
  - Non-Production Agency – New CommandCentral Agency for the non-production CommandCentral Connector to facilitate software evaluation and training.
- Remotely install CommandCentral Connector on the following PremierOne environments:
  - Primary – Production.
  - Disaster Recovery – Production.
  - Hosting Site – Non-Production (Training OR Staging).
- Verify network connectivity and test connection between PremierOne and CommandCentral.

Customer Responsibilities

- Provide a network path from the PremierOne firewall to the internet.
  - Open the firewall ports specified by Motorola to facilitate connectivity between CommandCentral Connector and CommandCentral cloud environment(s).
  - Provide an internet connection with the listed capacity, as seen in the System Description, to support the operation of all Motorola hybrid solutions used on the system.
- Participate in Cloud Agency configuration and testing.

2.9.3 Application Provisioning

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for the Solution.

Motorola Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, and rules based on Customer Active Directory data.
- Configure agency specific alerts, workflows, and protocols.

Customer Responsibilities

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- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting Solution provisioning.
- Respond to Motorola inquiries as to enable solution provisioning and configuration.
- Participate with Motorola in configuration of alerts, protocols, and workflows as requested.

2.10 Subscription System Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led (remote). Training delivery methods vary depending on course content. Training is delivered in accordance with the Training Plan.

2.10.1 Learning eXperience Portal (LXP Online Training)

Training is made available to Customer, in part, via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Courses delivered or supplemented by LXP content are described in the Training Plan.

Motorola Responsibilities

- Configure a Customer specific portal view.
- Create a learner access account to the portal for each user name provided by Customer.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide Motorola with names (first and last) and email addresses for each learner.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Build groups as desired.

2.10.2 Instructor-Led Training (Remote)

Motorola Responsibilities

- Deliver User Guides and training materials in electronic format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the development and delivery of training.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

Motorola Deliverables

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- Electronic versions of User Guides and Training Materials.
- Attendance Rosters.

2.11 Transition to Support – Project Closure

Following the Training, the service delivery is complete. Motorola and Customer certify the Software System Completion milestone and the implementation phase is formally closed.

The system is transitioned to the support phase of the Agreement per the terms and conditions of the Maintenance and Support Agreement. This transition will be in addition to any applications that were transitioned to support earlier in implementation.

2.11.1 Documentation

As part of project completion, Motorola will validate Customer's receipt of electronic copies of the following documentation:

- User Guides (for the primary products), in electronic format.
- Solution Design.
- System Administration Guide, in electronic format.
- System Configuration Workbook, in electronic format.
- As-Built System Design Documentation, in electronic format.
- As-Built System documentation is also archived with the System Support Center along with customer information and access procedures to facilitate efficient response and resolution of any reported system issues.

2.12 Future Migration

During the term of the subscription, the Customer may opt to transition to Motorola's full cloud CAD | Records suite. Exercising this option will limit scope to all functionality contained in the full cloud CAD | Records suite base offer and all available cloud add-on subscription and services that are equivalent to the Customer's purchased on-premises functional entitlements, at the time of full cloud suite adoption. Professional services associated with provisioning, training end users, or shifting customer legacy data to Motorola's full cloud CAD | Records suite will be available at an additional price.

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Section 3

Covered Products

Term:

Customer Agency	
Name	Huber Heights Police Department
Address	6121 Taylorsville Road
City, State, Zip	Huber Heights, OH 45424
Contact Name	Deborah Wiley
Telephone Number	(937) 237-3597
Email Address	dwiley@hhoh.org
Billing Agency	
Name	Huber Heights Police Department
Address	6121 Taylorsville Road
City, State, Zip	Huber Heights, OH 45424
Contact Name	Deborah Wiley
Accounts Payable	
Telephone Number	(937) 237-3597
Email Address	dwiley@hhoh.org

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP (800-674-4357).

Site Identification Numbers	
Product Group	**Site Identification Number**
PremierOne CAD	PSA0348403_(CAD)
PremierOne Mobile	PSA0348403_(PMDC)
PremierOne Records	PSA0348403_(RMS)

Motorola Subscription Services Include:

- Case Management 24/7
- Customer Support Plan
- Software Releases with Remote Upgrade Services
- Technical Support
- Endpoint Security

Optional Services Include:

- 2 Summit Advanced Purchase Registration and Travel

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Section 4

PremierOne Customer Support Plan

PremierOne Subscription Offer Services and System Maintenance Support

Term:

Quick Contact Matrix	
Support Center	
Toll Free Phone#	1-800-MSI-HELP (1-800-674-4357)
Email	PSACASE@Motorolasolutions.com
Motorola Portal	Customer Support Portal
Provide the following information:	MCN # Site Name, if applicable Your Name Your Call Back Number A Brief Description of the Problem Priority (Critical, High, Medium, Low)
Warranty and/or Service Agreement Information	
Customer Name: Huber Heights Police Department	Contract #: Proposal #26-227830
Motorola Customer Number (MCN):	Products: PremierOne CAD/RMS
Account Manager	Customer Success Advocate
Name: Chad Gappa	Name: Jacqui Witthoff
Mobile: 480-606-8886	Mobile: 810-923-9183
Email: chad.gappa@motorolasolutions.com	Email: jacqui.witthoff@motorolasolutions.com

4.1 Escalation Plan

Our goal is to ensure our customers receive the best possible support from Motorola. As a direct Motorola Customer, if you feel that your support or maintenance needs are not being met, we provide an escalation process for your request to the next Motorola department or manager.

Your initial call should always be to the first department or person on the list below. If, after making this initial contact you still have unresolved issues, please see below for escalation contact information.

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Escalation Plan			
	Level 1	**Level 2**	**Level 3**
Support Center	Support Center Managers: Mark Richins – Western mark.richins@motorolasolutions.com Ashley Beek – Central ashley.beek@motorolasolutions.com Todd Conklin – North East todd.conklin@motorolasolutions.com Marcelo Cravinhos – South East marcelo.cravinhos@motorolasolutions.com	Tim Heddlesten Senior Manager, Technical Support tim.heddlesten@motorolasolutions.com	Tim Leach Head of Software Enterprise Centralized Managed and Support Operations tim.leach@motorolasolutions.com

4.2 Customer Support Plan Overview

4.2.1 Serving Our Customer's Needs

Motorola is committed to helping people be their best in the moments that matter. We appreciate the opportunity to provide the following support services (Support Services) pursuant to this Customer Support Plan (CSP), which has been tailored specifically for your PremierOne Solution. Our Service Delivery Team is focused on the health, system performance and reliability of the PremierOne Solution. You will work with an account manager or service contract manager who will maintain regular communications with you and will continually monitor and assess our service deliveries over the full lifecycle of the engagement. They will be your single point of contact for any questions on Motorola products or support.

Your CSP may be amended from time to time to align with industry best practices and customer needs. Our goal is to build a service relationship you can trust.

4.2.2 PremierOne Support Services

Motorola Essential Support Services provides basic support delivered through a combination of centralized resources within Motorola Centralized Managed Support Operations (CMSO) Technical Services Organization (TSO) team collaborating with product development resources that are experienced in managing mission critical systems and associated technologies. The TSO operates 24/7/365, leveraging remote access to customer systems for complete resolution methods.

Open communication is the key to effective support service delivery and relationship building.

The CSP covers the customer site IDs listed in Section 1.

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4.2.2.1 Motorola CMSO and Service Desk

The Motorola Centralized Managed Support Operations (CMSO) Technical Services Operations (TSO) is the central point of contact to report PremierOne Solution incidents and submit change requests. The TSO team can be reached 24/7 to assist with your service needs via:

- Toll Free Telephone: 1-800-MSI-HELP (800-647-4357) and convey the request
- Customer Support Portal: low priority requests only
- Email: PSACASE@motorolasolutions.com (estimated 24 hour turnaround)

NOTE: Critical and high priority incidents should not be reported via email or the Customer Portal. Product and system technical resources are ready to receive and take action on requests for service.

4.2.2.2 Ticket Initiation via Toll-free Number

For any critical issues or updates, customers should contact the TSO by calling 1-800-MSI-HELP (800-647-4357).

The TSO is staffed with trained technicians who remotely access your PremierOne Solution to begin troubleshooting. For accurate reporting and ticket tracking, all PremierOne Solution issues are reported to the TSO. At a minimum, when reporting an incident using the toll-free number above, the TSO will require:

- MCN#
- Customer name (Site)
- Caller's name
- Caller's contact number (supply alternate call back number)
- Description of the problem or request
- Operational impact of the problem (Priority Level)

4.2.2.3 Case Management via Customer Support Portal

The Customer Support Portal provides customers with an interface into our Incident Management system. Customer Support Portal gives valuable system and service information whenever you need it along with complete case management details from submission to close.

Customer Support Portal provides the ability to:

- Create low priority tickets
- Obtain status updates on existing tickets
- Supply additional information on tickets 24/7
  - When updating ticket notes, please provide contact information, which includes phone number, email, etc.

Motorola does not recommend using this tool for opening Priority 1 or 2 tickets. The same guidelines apply to updating tickets with critical information. For any critical issues or updates, customers should contact the TSO by calling 1-800-MSI-HELP (800-647-4357)

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4.2.2.4 Ticket Initiation via Email

An alternative customer support tool is available for PremierOne customers. Along with the toll-free phone number and Customer Support Portal, customers can request technical support by email. For many customers who use their handheld devices as a means to open tickets, email provides additional flexibility for initiating tickets.

For proper ticket management and contractual response, email ticketing is only available for priority levels 3 or 4. To process a ticket via email, the email must be formatted exactly as described below:

1. Address email to: PSACASE@motorolasolutions.com
2. Email Subject: Type “PSA Service Request” and a brief description of the system issue (this will become the ticket title)
3. Use the following template for the body of the email. Copy and paste from below, adding the accurate and specific needs of the request following the items listed:
   A. Site ID:
   B. Product Type: followed by the product family type. Choose from the following list:
   C. PremierOne CAD
   D. PremierOne Mobile (including Handheld)
   E. PremierOne Records
   F. Contact First Name: first name of the person support personnel are to contact
   G. Contact Last Name: last name of the person support personnel are to contact
   H. Phone Number: phone number, including area code, where the contact person may be reached
   I. Priority Level: indicate either priority level 3 or 4. All priority level 1 or 2 tickets must be opened via the toll-free TSO number.
   J. Problem Description: a comprehensive description of the problem
4. Once the email is sent, the customer will receive an email with a ticket number for future reference. If an email response is not received, or if a priority level 1 or 2 ticket needs to be opened, please contact the toll-free TSO number.

4.3 CJIS Compliance

Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, corruption or security risks. The customer is responsible for maintaining security controls for their managed networks and infrastructure, including but not limited to servers, boundary protection devices and information flow enforcement. During the term of the Agreement, if the Solution enables direct or indirect access to FBI defined Criminal Justice Information (CJI), Motorola will comply with the FBI Criminal Justice Information (CJI) Security Policy. Any additional security measures desired by the customer may be available for an additional fee.

Motorola will provide the necessary information for its personnel that access customer CJI to submit to a background check based on submission of FBI fingerprint cards, complete CJIS Security Awareness Training and execute the CJIS Security Addendum. It is the customer's responsibility to determine when the background credentialing process is required by Motorola personnel.

Customer is independently responsible for due diligence and establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that

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are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control and identification and authentication policies and procedures, including password security measures, lost and stolen credentials, account disabling, account validation, log retention capacity planning and customer jurisdiction specific data retention requirements. Further, customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed, viewed or removed from the information system by customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, or their role in CJIS Security Policy compliance. Motorola reserves the right to terminate the Service if customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution or Motorola own security measures.

Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries to include CJIS Security Policy reporting.

4.4 Summary

Our Support Plan includes the following key services elements:

- Single Point of Contact: Customer Success Advocate (CSA) who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations.
- Systems Support Center: One place to report incidents and place requests - reported incidents are correlated with alerts received from the Network Operation Center (NOC) for reduced root cause determination.
- Emergency Call Management Portal: Enhanced access to case status and resolution details.
- Network Security Operations Center: Continuous monitoring and response of the Motorola PremierOne Solution as well as providing notification of critical and high security alerts.
- Technical Support Center: Staffed with subject matter experts to handle escalated tickets.

4.5 Benefits to Your Agency

- Maximize Performance. Increase system uptime and quality of service through fast detection of service disruptions and restoration of services.
- Save Time. Take back valuable minutes and better allocate resources with proactive monitoring that helps reduce truck rolls and IT support requests.
- Rely on a Trusted Support Team. Depend on our skilled team to be the first line of defense and have greater peace of mind.
- Reduce Risk. Gain visibility, enhance performance and increase cybersecurity with our full suite of Network Security and Operations Center (NSOC) offerings.

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Section 5

PremierOne Subscription Services Statement of Work

5.1 Overview

Motorola's System offering consists of the Subscription Software and any optional services purchased by the customer. PremierOne Subscription includes service elements to sustain PremierOne systems. This document describes the services that the Customer is entitled to as part of their Subscription software and any optional System maintenance services purchased by the Customer.

PremierOne Subscription Services consist of the following service elements:

- Remote Technical Support
- Software Maintenance and Remote Upgrade
- Endpoint Security

Each of these elements is summarized below and expanded upon in the Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 5.4 System Services Maintenance Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and Huber Heights Police Department, Ohio (Customer).

To receive the services defined within this SOW, the Customer must keep the system within a standard support period as described in Section 5.4.2 Software Maintenance and Remote Upgrade Service of Customer's Agreement.

SUBSCRIPTION SERVICE DESCRIPTION

Remote Technical Support

Motorola CMSO provides remote consultation with technical and product development resources skilled with diagnosing and resolving PremierOne platform performance and operation issues.

Subscription Software Maintenance and Remote Upgrade Service

Motorola ensures that PremierOne system users have access to the latest software updates. Customers can schedule software releases through the customer support portal and Motorola will provide the remote services required for the upgrade.

Cybersecurity Services (Endpoint Security)

Motorola's Endpoint Security Service reduces the risk that a cybersecurity threat will impact endpoint availability, integrity, and confidentiality. The Service includes detection and protection capabilities using endpoint detection and response (EDR) technology, coupled with 24/7 security operations center (SOC) monitoring. Cybersecurity analysts with experience working on mission-critical systems, will monitor the Customer's system for signs of cybersecurity threats. Endpoint Security applies solely to the Subscription Software residing on the server.

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5.2 Motorola Service Delivery Ecosystem

PremierOne Subscription Software and System maintenance services are delivered through a combination of centralized teams equipped with a service delivery platform, a customer support portal and applicable third-party vendors. These service entities will collaborate to analyze issues, diagnose root causes and resolve issues to restore the Customer's network to an operational state.

5.2.1 Centralized Managed Support Operations (CMSO)

The cornerstone of Motorola's support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7 by trained personnel, including service desk specialists, security analysts and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests and dispatching, and communicates with stakeholders in accordance with predefined response times.

All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

5.2.2 Software Customer Service Manager

A Motorola Software Customer Service Manager (CSM) will be the key point of contact for defining and managing software services. The CSM's initial responsibility is to provide the maintenance and support service and the Customer Support Plan (CSP) in collaboration with the Customer.

Your Motorola CSM provides coordination of service resources to enhance the quality of service delivery. The CSM is responsible for overseeing the execution of your support by serving in the role of Customer champion. They serve as a point of contact for resolution and escalation, monitoring of our contractual performance, reviewing and analyzing process metrics and fostering a relationship for continuous improvement with Customers.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions and escalation paths for key issues. The division of responsibilities between the Customer and Motorola are detailed in this SOW.

5.3 Customer Support and Maintenance Expectations

In order to deliver the services outlined in this SOW, the Customer is expected to assist Motorola with performing tasks related to administration, maintenance and support.

The Customer is responsible for the following:

- Provide a trained technical resource familiar with the operation of the PremierOne Solution.

Note: Motorola recommends a minimum of two individuals at the customer agency receive training. For more details regarding this training and scheduling, please contact Motorola. Training is provided at an additional cost.

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- End User Training: Ensure that all end users of Motorola products are trained to perform their duties and not cause harm or upset of system functionality. Motorola can provide additional training if necessary at an additional cost.
- Administration, maintenance and support of your PremierOne Solution.
- Troubleshooting: Customer will make every effort to diagnose, triage and resolve issues. If Motorola assistance is requested, Customer will make all reasonable efforts to assist in problem resolution. This may include problem reproduction, answering questions, supplying data, etc.
- Initiate Service Request Tickets. Contact Motorola through authorized tools and processes outlined in the Motorola CSP to initiate technical support tickets.
- Assess Priority Level. Assist in assessing the urgency and impact of the issue so the correct Priority Level is assigned, as found in this SOW.
- Escalation: Contact Motorola to add information, make changes to existing technical support tickets or escalate service requests to Motorola management. Motorola CMSO contact information is provided in the CSP.
- Validate issue resolution prior to close of the ticket in a timely manner.
- Gathering Issue Logs (Server and Client): During non-business hours, supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by Motorola, must be furnished. Absence of requested data may lead to ticket closure.
- Remote Access: Customer must provide remote access to requesting Motorola personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne Solution domain access and access to all system elements that pertain to the operation of the PremierOne Solution and functionality.
- Monitoring: Monitor system for notifications sent by System Center Operations Manager (“SCOM”) application, resolve related issues and/or contact Motorola Solutions to open a ticket for technical support assistance, which includes heartbeat notifications.
- Operating System (OS) Upgrades: Customer is responsible for any OS upgrades to the System.
- Acquire, own, manage and renew the Private and Commercial Certificates needed to operate the PremiereOne system, including but not limited to compliance with CJIS Security Policy.
- Maintenance on Hardware: Customer will provide all on-site hardware maintenance and service. Customer will contact the appropriate vendor directly for parts and hardware service not included in the Agreement.
- PremierOne Server Maintenance (Virtual and Physical): Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades and resource optimizations as required.
- Physical Workstation Maintenance. Perform periodic reboots and ongoing performance tuning, hardware upgrades and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.
- Client maintenance. Apply upgrades such as OS patches, administrative tools and utilities.
  - Maintain and upgrade software that supports infrastructure applications (i.e., Esri, etc.).
  - Perform periodic reboots and ongoing performance tuning, hardware upgrades and resource optimizations as required.

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  - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list. (Refer to the latest PremierOne Solution Products Anti-Virus Exclusions List.)
  - Apply any Microsoft Critical Security patch to PremierOne Solution that fits within the security and sustainability processes of the agency. Motorola recommends agencies follow Microsoft's guidance related to the application of Critical Security patches.
- Mobile Client Maintenance: Apply upgrades such as OS patches, administrative tools and utilities.
  - Maintain and upgrade software that supports infrastructure applications (i.e, Esri, etc.).
  - Perform periodic reboots and ongoing performance tuning, hardware upgrades and resource optimizations as required.
  - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list. (Refer to the latest PremierOne Solution Products Anti-Virus Exclusions List.)
  - Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).
- Custom Reports: Build/Modify/Support all custom reports in a manner that will not adversely impact Server/Database functionality. Custom reports are the sole responsibility of the creator and not supported by Motorola.
- Third-Party Maintenance:
  - Net - Install, upgrade, configure and maintain .net framework software as per minimum requirements outlined by Motorola.
  - Server - Install, upgrade, configure and maintain all servers hosting third-party products that interface to Motorola products. See Physical Server Maintenance Section above for additional explanation.
  - SQL - Install, upgrade, configure and maintain MSSQL application. Make resource optimization changes pertaining to best practices as required by Motorola.
  - SQL Express - Install, upgrade, configure and maintain MSSQL Express application. Make resource optimization changes pertaining to best practices as required by Motorola.
  - Unembedded Third-Party Licensing - Maintain and apply all third-party licensing for products not specifically embedded within a Motorola proprietary product.
  - Customer should notify Motorola Solutions prior to making changes on their system.
- CAD Client Upgrade Installation and Testing: Test and install PremierOne Solution Software Releases. Report and supply data for any problems that are discovered with the software to Motorola for review and correction. Ensure that minimum software/hardware requirements are met.
- Mobile Client Install and Testing: Test, install and upgrade PremierOne Solution Software Releases. Report and supply data for any problems that are discovered with the software to Motorola for review and correction.
- Ensure software is maintained based upon Section Software Maintenance and Remote Upgrade Service.
- Ensure that minimum hardware and software requirements are maintained.
- GIS Updates: PremierOne Solution Map Maintenance
  - Ensure validity and integrity of all GIS related data introduced to the system.
  - Record modifications made to GIS files, and confirm expected behavior within the PremierOne Solution.

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  - Perform all server mapping updates and geoset transitions, and distribute updated map files to CAD/Mobile clients.
- Anti-Virus and Windows User Access Control (UAC): Install, configure and upgrade chosen anti-virus software. Appropriately configure the user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola via ticket entry. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the Customer will be responsible for diagnosing and correcting the issue.
- System Backups: Perform and confirm successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne Solution SSMS full and incremental database backups are completed successfully.

Note: Tape Backups and HD Backups are the sole responsibility of the Customer.

- Provisioning Knowledge of the System: Customer must ensure that provisioning training and knowledge has been provided to those authorized to access and/or make changes within PremierOne Provisioning Portal. Provisioning changes should be tracked. This information should be supplied to Motorola to aid in troubleshooting efforts should a problem be experienced. Motorola now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the Customer as a failsafe.
- Records Advanced Configuration Tool (ACT): New module creation, or existing module changes, should first be completed and tested within a non-production environment. Apply changes to the production environment by running a buildset or importing the ash file(s). All changes made in ACT should be tracked via Motorola-supplied Excel files. These files must be made available upon request to aid in Motorola troubleshooting efforts. ACT additions, changes and maintenance are the sole responsibility of the customer. Training is required to use ACT for system maintenance.
- Use of Deployment Tools (such as All-In-One (AIO) and Mobile Data Terminal (MDT) Manager): Users of the deployment tool or AIO tool must be appropriately trained, and understand its operation. Deployment packages that are no longer necessary should be purged. Customers are responsible for their client deployment. The Customer will remain responsible for deploying the package to all Customer endpoints.
- Customer Data Archiving: Customer is responsible for all PremierOne Solution Data Archival as per their internal requirements and needs. Adequate storage space should be maintained, and data must not be stored in a manner that adversely impacts the PremierOne Solution or component operations.
- Data Purging: Perform regular file archival and purge as necessary. Configure data purges compliant with government mandates and internal retention protocols. Maintain adequate storage space to ensure that retention of required data will not adversely impact Motorola Solutions Systems.
- Database (DB) Failover: Perform and periodically test system database failover via script or MSSQL tools. Engage Motorola TSO and provide supporting data for any problems discovered.

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- Disaster Recovery (DR) Failover: Perform and periodically test system disaster recovery site failover via script provided by Motorola. Notify Motorola of any plans to perform DR Failover with reasonable advance notice.
- Storage Capacity Tracking and Maintenance: Monitor, maintain and configure system data storage components in accordance with accepted standards and operational requirements as outlined by Motorola. Act on any storage related SCOM notification in accordance with the SCOM monitoring standards outlined above.
- Temporary DB File Size Maintenance: Monitor system temporary database size and available storage. Act on any related SCOM notifications in accordance with the SCOM monitoring standards outlined above.
- Network Bandwidth and Stability: Install, monitor and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of Motorola products and related system components.
- Backup Power: Install and maintain backup power source to ensure the effective operation of the PremierOne Solution System and all its components in the event of a primary power source failure.
- Change Management: Notify Motorola of any changes made to the PremierOne Solution, associated interfaces, related hardware, software, network or any other system element that may adversely impact operation or system functionality.
- Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.
- Permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the services, products and usage of application and database management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).
- If Customer replaces, upgrades or modifies equipment, or replaces, upgrades or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the services to the appropriate current price for the new configuration.
- Customer agrees not to attempt or apply any update(s), alteration(s) or change(s) to the database software without the prior approval of Motorola.

Motorola is not liable for any loss of functionality related to any changes or updates made to the solution by Customer or third parties. We strongly recommend that Customer advises Motorola of any proposed changes or third-party integrations before undertaking same to ensure that functionality will not be adversely affected.

5.4 Subscription Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual Section may require a scope review and price revision.

Delayed, incomplete or inaccurate Customer-provided information may have a significant impact on the project schedule and deliverables.

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5.4.1 Remote Technical Support

Motorola's Remote Technical Support service provides telephone consultation for technical issues that require a high level of PremierOne network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola CMSO by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies industry standards in recording, monitoring, escalating and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

5.4.1.1 Description of Service

The CMSO's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola's currently supported infrastructure. This team of specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks and fault database search engines.

Calls indicating incidents or service requests will be logged in Motorola's CRM system, and Motorola will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Motorola will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO classifies and responds to each technical support request in accordance with the defined PremierOne Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

5.4.1.2 Scope

Motorola's primary objective is to restore your PremierOne Solution to normal operations as quickly as possible and minimize the adverse impact of service events on our Customers and their mission. This serves our primary goal of maintaining quality of service and availability. The PremierOne Solution team of specialists are available to the Customer as an integrated part of the support and technical issue resolution process.

All Customer requests for service and change requests are tracked centrally in Motorola IT Service Management (ITSM) toolset, resulting in a ticket number. All CMSO support activity that occurs after the cutover of the system into production is tracked in this system to promote consistent visibility of all activities.

All calls requiring incidents or service requests are assigned a priority in accordance with the agreed PremierOne Priority Level Definitions and Response Times. Via the ITSM, Motorola will track the progress of each ticket from initial capture to resolution. Motorola will advise and inform the Customer of the ticket progress and tasks that require further investigation and assistance from the Customer's technical resources.

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5.4.1.2.1 Incident Reporting and Response

The CMSO Technical Support team is available via telephone 24/7 to receive and log requests to address issues with PremierOne systems. Remote Technical Support service is provided in accordance with PremierOne Priority Level Definitions and Response Times.

At a minimum, when reporting an incident using the toll-free number (800-MSI-HELP), the CMSO will require:

- Customer name (Site).
- Caller's name.
- Caller's contact number (supply alternate call back number).
- Description of the problem or request.
- Operational impact of the problem (Priority Level).

Reporting Trouble – The CMSO number is provided to all customers for PremierOne Solution issues. If the issue cannot be resolved through our remote diagnostics, then the Customer technician will be required to report on-site to assist with the troubleshooting effort.

Response Time – The amount of time expired between the time in which the issue is either (a) detected by monitoring or (b) reported to CMSO by the Customer to the time that a qualified technician is actively troubleshooting the issue.

Incident Time – The period of time during which the service or any service component suffers an Incident. Incident Time shall commence when the issue is either (a) detected by monitoring or (b) reported to the CMSO by the Customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure conditions (as defined in the applicable agreement); or (b) scheduled preventive maintenance that the Customer was notified of and consented to in advance.

5.4.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola-provided equipment, including integrated third-party products.

5.4.1.4 Motorola Responsibilities

- Maintain availability of the Motorola CMSO via telephone (800-MSI-HELP) 24/7 to receive, log and classify Customer requests for support.
- Open a ticket and categorize the reported issue or request.
- Respond to and resolve incidents and technical service requests in accordance with the PremierOne Priority Level Definitions and Response Times.
- Perform analysis to assist in identifying a corrective action plan.
- Provide the caller a corrective action plan outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola technical resources, as applicable.

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- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action and any applicable fees.
- Provide regular status updates for incidents.

5.4.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for third-party equipment or APIs not sold by Motorola or listed in Exhibit A.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

5.4.1.6 Customer Responsibilities

- Prior to contract commencement, provide Motorola with pre-defined information necessary to complete the CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Technical Support team to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply skilled and trained on-site personnel when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with PremierOne Priority Level Definitions and Response Times.
- Cooperate with Motorola, and perform all acts that are reasonable or necessary to enable Motorola to provide Remote Technical Support.
- In the event that Motorola agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola to provide the service.

5.4.2 Software Maintenance and Remote Upgrade Service

5.4.2.1 Description of Service

Motorola Subscription service includes remote upgrades of any Releases of Motorola's PremierOne software that may be available. Motorola will make commercially reasonable efforts to provide releases that have been analyzed, pre-tested and certified in a dedicated test lab. Software Upgrade Services are defined as the labor services required to remotely execute the planning and delivering of software releases to the Customer when and if releases of software become available for those solutions components purchased as part of the Agreement.

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The customer will be responsible for initiating the PremierOne Software Upgrade request for remote support for the implementation of software upgrades. Hybrid features will be updated automatically without Motorola remote support involvement.

Note: Section 5.4.2.2 through Section 5.4.2.11 apply only to the PremierOne Software.

5.4.2.2 Scope

As system releases become available, Motorola will agree to provide Customer with the software and remote support services required to execute the software upgrade over the term of this Agreement. Customer shall have access to both Major and Minor Releases of the software as they are made available by Motorola Solutions.

A “Major Release” shall refer to any updated version of the software that may include product enhancements, improvements, defect resolutions and functionality updates. Motorola Solutions reserves the right to:

(a) provide such functionality for on-premises equipment or via cloud-based services, and

(b) introduce new features or enhancements that may be presented as separate, optionally purchasable items.

In instances where there is ambiguity regarding whether functionality is included in the subscription or as a separate purchase, Motorola will have the final determination provided that it treats the offering as a new offer for its customers generally.

A “Minor Release” shall encompass software updates to Major Releases that include critical defect resolutions and critical security and vulnerability patches that do not modify the software's overall structure. Defect resolutions are for critical and high-priority issues as characterized by Motorola’s established priority classification guidelines. All Minor Releases are subordinate to subsequent Major or Minor Releases.

Motorola agrees to provide Minor Releases that include defect resolutions and critical security and vulnerability patches for the latest Major Release for up to two (2) years following its initial release date. At Motorola’s discretion, defect resolution may only be applied to a subset of supported releases. The Customer may be required to upgrade to the latest Major Release in order to receive the resolution.

It is the responsibility of Motorola to remotely install such Releases on the Customer's on-premises server equipment as requested. The Customer shall be responsible for ensuring that all clients within their operational environment are updated with the latest Releases to maintain software functionality and compatibility. On-premises assistance during a Software Release may be optionally purchasable.

Customer’s software environment must be on a Major Release no older than two (2) years from its initial release date. Should the Customer's software environment operate on a Major Release beyond this two-year period, they will be required to upgrade to a supported release version to remain eligible for the services included within this subscription, defect resolutions and security and vulnerability fixes.

5.4.2.3 Motorola Responsibilities

- Provide Major and Minor releases as necessary for the performance and maintenance of the system.
- Provide access to detailed documentation to support the application of software releases.
- Remotely install Releases on the Customer's on-premises server equipment as requested.

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- Follow Customer required change management procedures prior to making any system change. This may include seeking formal approval, coordination, user notifications, etc.

5.4.2.4 Limitations and Exclusions

- On-site provisioning efforts when the upgrade is deemed by Motorola to not require any on-site presence.
- Upgrades of Operation System versions.
- Third-party upgrade services.

5.4.2.5 Customer Responsibilities

- Request regular software upgrades.
- Maintain the software environment such that it is operating on a Major Release no older than two (2) years from its initial release date.
- Update all desktop and mobile clients with the latest Releases and ensure that they are kept current.
- Maintain the minimum required hardware platform specification that is associated with the latest Software Release being applied.

5.4.2.6 Software Release Upgrade Timing and Delivery Overview

- For software upgrades, existing hardware and the existing PremierOne Solution interfaces will be re-utilized with the upgraded PremierOne Solution software.
- All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the Customer and Motorola. Scheduling of upgrade events will be completed at a minimum of thirty (30) business days prior to the commencement of upgrade activities.
- PremierOne CAD update activities are not expected to require downtime. The rolling update approach is employed where one application server is taken offline, updated, then placed back online. The process is repeated until all application servers are updated, followed by the RDW server and the SCOM. While updates are taking place, the system is up and operational; however, unforeseen circumstances may result in temporary unavailability of the System.
- PremierOne RMS update activities have an expected downtime.
- If applicable, following the update of the production system, Motorola will update the Disaster Recovery system in the same manner as the production system update. Such tasks will be performed remotely.
- Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.

5.4.2.7 Upgrade Kickoff Teleconference

In order to finalize the upgrade project schedule and procedures, the upgrade event will be initiated with an “Upgrade Kickoff Teleconference” that includes key Customer and Motorola project participants.

The objectives of this task are:

- To introduce all project participants.
- Review roles of key participants.

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- Review overall upgrade scope and objectives.
- Review resource and scheduling requirements.
- Review testing methodology.
- Review and finalize the project schedule with Customer.
- Create testing plan to test PremierOne Solution upgrades
- Review testing plan and acceptance criteria.
- Review features/functions introduced in the new software release version.

5.4.2.7.1 Motorola Responsibilities

Motorola Project Manager will direct Motorola efforts and serve as the primary point of contact for the Customer. The responsibilities of the Motorola Project Manager include:

- Maintain project communications with the Customer's Project Manager / primary point of contact for the Customer.
- Manage the efforts of the Motorola project team and coordinate Motorola activities with the Customer's project team members.
- Coordinate and oversee the installation of all licensed Motorola PremierOne application software.
- Review and manage the scope of work for the upgrade activities.
- Review the upgrade acceptance criteria.

5.4.2.7.2 Customer Responsibilities

Customer will designate a Customer Project Manager who will direct Customer's efforts and serve as the primary point of contact for the Motorola Project Manager. The responsibilities of the Customer Project Manager include:

- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff and assign appropriate resources to meet the Customer's task requirements described in this Statement of Work.
- Liaison and coordinate with other Customer agencies, other governmental agencies and the Customer's vendors, contractors and common carriers, as applicable.
- Review and mutually approve upgrade acceptance criteria.

5.4.2.7.3 Completion Criteria:

- This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

5.4.2.8 Upgrade Preparation

The objective of this task is to perform the preparatory steps necessary for the PremierOne Solution software upgrade.

5.4.2.8.1 Motorola Responsibilities

- Perform scheduling and coordination tasks necessary to obtain required resources that will perform the upgrade of the PremierOne Solution server software.

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- Confirm resource availability with Customer and reconfirm task dates.

5.4.2.8.2 Customer Responsibilities

- Perform backup of PremierOne Solution software and data files.

5.4.2.8.3 Completion Criteria:

- This task is considered complete when the Customer has completed the on-site date backup.

5.4.2.9 Non-Production Environment(s)

The objective of this series of tasks is to install the upgrade software on non-production system environment(s) and validate release functionality.

5.4.2.9.1 Motorola Responsibilities

- Create a non-production environment on Customer's PremierOne Solution server(s) to conduct an initial installation of the release software.
- Install the release version of software on the non-production environment.
- Verify PremierOne Solution functionality in accordance with release criteria.
- Notify Customer of availability of the non-production environment enabling Customer to perform Customer-specific testing activities.

5.4.2.9.2 Customer Responsibilities

- Observe testing on the non-production environment and acknowledge the delivery of the functionality introduced in the release.
- Conduct testing on the non-production environment and notify Motorola of any functional errors or anomalies.

5.4.2.9.3 Completion Criteria:

- This task is considered complete when the staging environment is available for Customer testing.

5.4.2.10 Upgrade Implementation

The objective of this task is to conduct activities required to complete the upgrade of the PremierOne Solution.

5.4.2.10.1 Motorola Responsibilities

- If applicable, bring down the production system.
- Reconfigure the data volumes on each of the servers as needed.
- Convert PremierOne Solution system files and or provisioning data files as required.
- Test each interface connection to ensure operational use of the interface with the newly installed PremierOne Software Release version.

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- Modify those interfaces affected by the installation of the Release version and modify each as needed to provide the same functionality as was provided prior to the installation of the Release version.
- Test system and subsystem interfaces to validate operation in accordance with the originally installed interface requirement document.
- Assist in Customer testing as requested by Customer and verify that each PremierOne Solution subsystem component is ready to resume production operations.
- Provide Customer documentation on the client upgrade process.
- Train Customer's trainers/supervisors on new or changed features and functions introduced through the standard release of the PremierOne Solution.

5.4.2.10.2 Customer Responsibilities

- With Motorola assistance, coordinate the activities necessary to bring the production PremierOne Solution down, i.e., close incidents, sign units and users off duty.
- Support Motorola software upgrade installation activities.
- Provide and make available (during business hours, 8:00 a.m. to 5:00 p.m.) the appropriate lines for the testing of interfaces, to include 911, WWVB, Toning, etc.
- Verify that the system is ready to resume production operations.
- Install the PremierOne Solution subsystem client on workstations
- Train users on new or changed features and functions introduced through the release of the PremierOne Solution.

5.4.2.10.3 Completion Criteria:

- This task is considered complete when each PremierOne Solution subsystem component upgrade is verified by the Customer to be available to resume production operation.

5.4.2.11 PremierOne Solution Production Cutover

Upon verification that the upgraded PremierOne Solution is operational and ready to resume production use, Motorola will assist the Customer with resuming operations on the upgraded system.

5.4.2.11.1 Motorola Responsibilities

- Assist the Customer staff in resuming production operations on the upgraded system.
- Provide support the day each upgraded subsystem component has resumed production use.

5.4.2.11.2 Customer Responsibilities

- Schedule personnel to support the resumption of production use on the upgraded system.

5.4.2.12 PremierOne Solution Upgrade Acceptance

- The objective of this task is to verify completion of the PremierOne Solution subsystem upgrade.

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5.4.2.12.1 Completion Criteria

- This task is considered complete upon Customer resuming productive use of each affected PremierOne Solution subsystem component.

5.4.3 Endpoint Security

Motorola will provide detection and protection capabilities using Endpoint Detection and Response (EDR) technology, coupled with 24/7 Security Operations Center (SOC) monitoring. Cybersecurity analysts with experience working on mission-critical systems will monitor the Customer's system for signs of cybersecurity threats. Endpoint Security applies solely to the Subscription Software residing on the server.

5.4.3.1 Endpoint Detection and Response

Endpoint Detection and Response (EDR) is cybersecurity protection software that detects threats on your system server. It provides threat intelligence, automated investigation and orchestrated response (i.e., isolate host, block list a file, allow list a file and remove file) actions to optimize protection of critical systems in accordance with the configuration defined at deployment.

EDR enables analysts to initiate response actions on endpoints and to respond to detection of verified malicious activity within the Customer's system. Available responses are determined by the EDR tool and Customer's security policies.

Motorola utilizes the capabilities of Palo Alto's Cortex XDR solution. Motorola reserves the right to modify the solution for the Endpoint Security Service at its discretion.

5.4.3.1.1 Motorola Responsibilities

- Configure and deploy the EDR service on Motorola supplied equipment and integrate Service Connector(s) necessary to monitor and interact with the EDR solution.
- Provide ports and protocols to the Customer for the EDR solution.
- Provide recommendations on endpoint security and configuration to optimize threat identification.
- When available, provide the Customer the latest applicable EDR agent updates.
- The SOC consults with the Customer on the appropriate deployment of the EDR solution.
- The SOC will open Security Cases with the Customer with recommended actions as appropriate.

5.4.3.1.2 Customer Responsibilities

- Deploy and maintain EDR agents to Customer supplied and managed equipment.
- Configure networking infrastructure to allow EDR agents to communicate over the internet with the cloud.
- Configure EDR solution to enable Motorola connection for event/alert collection and response actions.
- Initiate response actions on endpoints where Motorola is not authorized and/or enabled to respond via the EDR solution.

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- Comply/consent with the terms of applicable licenses, privacy statements or other third-party agreements where third-party software or services are utilized or provided by/through Motorola, including applicable EDR solution provider's end user license agreements (EULAs), if any.
- Obtain any third-party consents required to enable Motorola to provide the monitoring service, if applicable.
- Maintain Endpoint Security required system bandwidth specifications as defined by Motorola.

5.4.3.1.3 Limitations and Exclusions

- The Service is limited to the following:
  - PremierOne System servers
- All other equipment is excluded from this Service
- Latest releases of EDR agents will be tested and certified on the current software release version. If the Customer's system is not kept in line with the current software, then Motorola will not be responsible for full effectiveness of this service. To restore full effectiveness of the service, Motorola may advise the Customer of the need to upgrade to the current software release version.

5.4.3.2 Security Operations Center 24/7 Coverage

Motorola cybersecurity analysts at our SOC will use a Security Orchestration, Automation and Response (SOAR) platform. This will provide remote security threat support to the Customer and their connected networks, applications and devices on a 24/7 basis. To initiate the SOC Monitoring service to function, Motorola and the Customer must perform the support tasks and responsibilities described in the following sections.

5.4.3.2.1 Description of Services

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this service. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola SOC is staffed with security professionals who will monitor customer systems. In addition, SOC staff will investigate and triage detected threats, and recommend responses to the Customer.

5.4.3.2.2 Scope

Motorola's SOC will provide 24/7 monitoring through automated tools and review by trained security analysts. Motorola will analyze events and notify the Customer in accordance with Table Notification Procedures.

Motorola will monitor the Service in accordance with Motorola processes and procedures, as described in Section 1.13 of the PremierOne Subscription SOW for deployment of the PremierOne system.

The Customer will be able to open a support request for the SOC via a toll-free telephone number or email address. Support requests are stored in a ticketing system for accountability and reporting and will be responded to in accordance with Section Endpoint Security Response Times, Notification, and Tuning.

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5.4.3.2.3 Ongoing Service Responsibilities

Motorola Responsibilities

- If a probable security incident is detected, provide phone and email support to:
  - Engage the Customer's defined incident response process.
  - Attempt to determine the root cause and extent of compromise using existing monitoring capabilities in place as part of the service.
  - Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
  - 24/7 monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- A connection from Customer's system to Motorola's SOC and to the internet is required with an established connectivity of no less than 10Mbps per system bandwidth.
- Provide Motorola with accurate and up-to-date information, including the name, email and telephone numbers for all designated, authorized Customer escalation POC.
- Provide a network map detailing the Customer's network architecture for network(s) in scope for the Service, if applicable.
- Provide a timely response to SOC security incident tickets or investigation questions.
- Provide an established service window in which qualified IT personnel will be able to respond to major event escalations.
- Notify Motorola at least 24 hours in advance of any scheduled maintenance, network administration activity or system administration activity that would affect Motorola's ability to perform the Managed Security Operations Center Service, as described in this SOW.

5.4.3.2.4 Service Module Specific Security Operations Center Services

Endpoint Detection and Response

- The Motorola SOC will consult with the Customer on the deployment of the EDR solution.

Motorola Responsibilities

- When applicable, provide recommendations on endpoint security policy and configuration to optimize threat identification.
- Maintain, with input from Customer, a response plan for defined endpoint security scenarios.

Customer Responsibilities

- Initiate response actions on endpoint solutions when remote actions are not available on the EDR solution in use.

5.4.3.3 Endpoint Security Response Times, Notification and Tuning

5.4.3.3.1 Response Times

Priority for alert generated incident or event of interest is determined by the Security Orchestration, Automation and Response (SOAR) platform that processes multiple incoming alert feeds, automation playbooks and cybersecurity analyst knowledge.

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Table 5-1: Security Response Times

Priority	Definition	Service Coverage
Critical	Security incidents that have caused or are suspected to have caused significant damage to the functionality of the Customer's PremierOne system or information stored within it. Efforts to recover from the incident may be significant. Examples: ▪ Malware that is not quarantined ▪ Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Public Holidays.
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: ▪ Malware that is quarantined ▪ Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Public Holidays.
Med	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: ▪ Suspected unauthorized attempts to log into user accounts. ▪ Suspected unauthorized changes to system configurations, such as firewalls or user accounts. ▪ Observed failures of security components. ▪ Informational events. ▪ User account creation or deletion. ▪ Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding US Public Holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding US Public Holidays.

Table 5-2: Response Time Goals

Priority	Response Time
Critical	A Security Operations Center Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	A Security Operations Center Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.

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Med	A Security Operations Center Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	A Security Operations Center Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

5.4.3.3.2 Security Orchestration, Automation and Response (SOAR) platform

The platform used by Motorola utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the SOAR Platform. Availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of or damage to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the SOAR Platform. EDR will still offer protective security controls during periods when the SOAR platform and/or connectivity to the cloud are lost.

5.4.3.3.3 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 5-3: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

5.4.3.3.4 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed, properly deployed and configured, and starts receiving data. During the Tuning period,

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Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

Motorola Responsibilities

- Motorola will check that the system scans are functioning. Motorola will notify the customer of any exceptions. Motorola will begin fully monitoring any properly connected, in-scope sources after the tuning period.
- Motorola will conduct initial tuning of the events and alarms in the service.

Customer Responsibilities

- The Customer must provide the required connectivity for all in-scope assets to the service and address any exceptions noted by Motorola. Failure to do so will prevent Motorola from monitoring those sources.
- The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements. The Customer must engage the SOC team in discussing the tuning approach and confirm the selected configurations.

5.4.3.4 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Endpoint Security does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD-PARTIES' SYSTEMS, EQUIPMENT OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

5.4.3.4.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the statement of work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

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5.4.3.4.2 Processing of Customer Data in the United States and/or Other Locations

Customer understands and agrees that data obtained, accessed or utilized in the performance of the services may be transmitted to, accessed, monitored and/or otherwise processed by Motorola in the United States (US) and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain or post any necessary approvals, consents or notices that may be necessary to comply with applicable law.

5.4.3.4.3 Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise and tactics, techniques and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

5.4.3.4.4 Third-Party Software and Service Providers, including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Cortex XDR (Palo Alto Networks)
EULA: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf Customer Data Processing Addendum: https://www.patworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf

5.5 PremierOne Application Priority Level Definitions and Response Times

The table below highlights the definitions of the Priority Levels used between the Customer and Motorola to determine how each request will be prioritized. These response times do not apply when an incident or outage has occurred due to interruptions of power, HVAC or other environmental related issues, outages in relation to a force majeure event or when an outage is considered customer induced.

Business Days are defined as Monday – Friday excluding holidays.

Business Hours are defined as Monday – Friday, 9 a.m. – 6 p.m. Central Standard Time.

Table 5-4: PremierOne Platform - Priority Level Definitions and Response Times

Priority Level	Incident Definition	Response Time
Critical P1	An incident is deemed CRITICAL if one or multiple critical functions are unavailable, or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the customers' business is such that focus and resources must be applied to restoration or mitigation. Full system outage, systemic inability to process mission-critical commands (e.g. incident creation), extreme systemic slowness, or majority of clients unable to connect to the system, etc.	Telephone conference within 1 hour of initial voice notification
High P2	An incident is deemed HIGH if a business function is unavailable and normal customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions. Loss of a critical redundancy, subsystem or critical interface (e.g., CommSys Query, Paramount ProQA, Fire Station Alerting, etc.), systemic ARL failure, systemic recurring disruptive issues that frequently impact users.	Telephone conference within 3 hours of initial voice notification during normal business hours
Medium P3	An incident is deemed MEDIUM if business functions are available, however, there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels. Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc.	Telephone conference within 8 Hours of initial notification during normal business hours
Low P4	A request is deemed LOW for minor requests. This level is meant to represent minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions and product or service Update requests.	Telephone conference within 2 Business Days of initial notification

5.6 Conditions and Exclusions

5.6.1 Conditions

Motorola services enhance performance of your PremierOne system. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- Troubleshooting and restoration require that the Customer provide direct remote access to all locations and equipment and that you have the necessary equipment and connectivity available for the remote access session.

- The Customer must operate hardware and software in accordance with the applicable Agreement between Motorola and the Customer. Equipment may not be covered if exposed to misuse, damage, unauthorized modification or other abuse, or used in a manner for which it was not designed.
- Equipment must be operated in a normal environment and protected from adverse conditions, which may impact performance and/or damage equipment.

5.6.2 Exclusions

Unless optional or a la carte Technical Support Services are purchased, these Services specifically exclude the following, and Motorola will not be responsible for:

- Services for any replacement of products or parts directly related to the removal, relocation or reinstallation of the System or any System component.
- Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.
- Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements or modifications in the Customer's platform or in the Software.
- Services to correct errors found to be caused by Customer-supplied data, machines or operator failure.
- Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.
- Third-party software unless specifically listed on the Covered Products Exhibit.
- Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third-party hardware, software or supplies fail to conform to the specifications concerning the Products.
- Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.
- Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.
- MSI will not provide support for any third-party products, including software, hardware or peripheral devices (printers, scanners, etc.), or support for hardware failure due to the use of any third-party products. Motorola may in its discretion provide first-line support for third-party software distributed by us; if not, we will refer you to the vendor of such software for resolution of support issues.
- Motorola is not responsible for supporting, configuring, maintaining or upgrading the Operating System, including, but not limited to, backups, restores, fixes and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or Customer using incorrect versions of the operating system.

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Motorola service and support obligations hereunder will not apply to any Motorola-supported software or hardware if correction of an error, adjustment, repair or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, electric surge, shock, water damage, failure of the Customer and/or others to provide appropriate environmental conditions, relocation of hardware or software or causes other than ordinary use.
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by the Customer or others, unless otherwise approved in writing by Motorola.
- Connection of another machine, device, application or interface to Motorola-supported equipment (hardware and/or software) by the Customer or others, which has caused damage to Motorola-supported equipment.
- Damage or destruction caused by natural or human-caused acts or disasters.
- Failure or degradation in performance of Motorola-supported equipment (hardware and/or software) due to the installation of another machine, device, application or interface not specifically certified and approved by Motorola for use in the Customer's environment.
- The operation of the software in a manner other than that currently specified in applicable product documentation.
- Incompatible or faulty Customer hardware and/or software interfaces.
- Modifications made without Motorola written approval to the OS, network, hardware or software environment or software applications.
- Cosmetic repairs, furnishing consumables, supplies or accessories, making accessory changes, system administration or adding additional devices or non-approved Motorola software applications.
- Motorola will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of your or a third party's use of the Utilities or any software not specifically licensed by Motorola to your organization for use in connection with the software. Any assistance provided by our team in resolving such problems shall be charged to you on a time and materials basis. Additionally, any unauthorized use of the utilities or other software in connection with the software by you (or by a third party with your organization's knowledge) may result, at Motorola's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades.
- Motorola will not provide support for any damages to or problems with the software or its database, data corruption, support issues, security issues or performance issues arising from your utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- Services do not include mobile devices, portable devices or network backhaul equipment, or client/workstation maintenance.
- PremierOne Platform - Priority Level Definitions and Response Times do not apply to the hybrid common feature(s) included in the subscription (i.e. Assist Map). Motorola will provide best effort on resolving issues related to such features

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Section 6

Pre-Paid Tickets to Summit User Conference

Motorola invites you to attend our annual users' conference, Summit. This document outlines details and policies for using pre-paid tickets to attend the event. Motorola has included 2 Pre-Paid Registration with Travel Package Tickets each year for 5 years.

Please contact software.summit@motorolasolutions.com if you have any questions about Summit pre-paid tickets or this policy.

6.1 Summit Overview

Summit is Motorola's largest annual gathering of public safety customers. Attendees convene for in-depth classes, hands-on training, product vision, networking and feedback sessions. Summit offers hundreds of hours of educational courses designed for every customer role, including technical administrators, call takers, dispatchers, records and corrections personnel, analysts, patrol and command staff.

6.2 The Purpose of Pre-Paid Tickets

To provide personnel with the critical training they need to improve adoption of their solutions, many customers pay for Summit ahead of time, as part of a contract or annual maintenance agreement. Under this approach, Motorola applies the fees already paid by the customer to cover all reasonable, business-related expenses for that customer to attend the conference.

6.3 Types of Pre-Paid Tickets

Customers can choose from two types of pre-paid tickets:

1. Pre-Paid Registration Only: Includes the conference registration fee only.
2. Pre-Paid Travel Package: Includes the conference registration fee; hotel; either choice of airfare with airport transportation OR car rental; and additional meals not included by the conference.

6.4 Purchasing Pre-Paid Tickets

Customers should work with their sales representatives to initiate a new contract with Summit pre-paid tickets or add Summit pre-paid tickets to another order. Multi-year contracts may "lock in" current year Summit pricing for the remainder of the contract.

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6.5 Redemption of Pre-Paid Tickets

Registration for Summit opens approximately 4-5 months prior to the event. Customers should work with their Customer Success Advocates to make sure that agency personnel receive the regularly emailed invitations to register. Attendees choosing to register using pre-paid tickets should select the Pre-Paid Registration Only or Pre-Paid Travel Package registration option.

Both pre-paid registration options will go through a hold process while funds are verified. Once funds are confirmed, the attendee's conference registration will be completed. Attendees who are redeeming a Pre-Paid Travel Package ticket will then receive instructions to complete their travel arrangements.

Once available pre-paid tickets are depleted, customer agencies can send additional attendees at the regular conference rate and should register using the Standard Registration option.

6.6 Assumption of Agency Permission

When customers begin their registration and select either pre-paid ticket option, they will be cautioned that they are about to exercise an option that will reduce the applicable pre-paid tickets from their agency's available balance. It is the agency's responsibility to ensure that only authorized attendees select this option.

6.7 Pre-Paid Travel Details and Policies

A Pre-Paid Travel Attendee is defined as a Motorola customer who has opted to use the agency's available pre-paid tickets to pay for the Pre-Paid Travel Package registration option.

This option includes the conference registration fee, the attendee's choice of either airfare with airport transfer OR car rental, hotel lodging, and additional meals not covered by the conference.

Note: Due to multi-year contracts, some customers have locked-in pre-paid attendance at different prices from those published with each year's conference. Each agency's rate will be determined by the price listed in its own agreement.

6.7.1 Travel Package Inclusion

The Pre-Paid Travel Package includes the following reasonable and necessary business-related travel expenses as defined below:

- Summit conference registration fee, which includes access to all training sessions, breakfasts and lunches, and all special events and meals.
- The attendee's choice of the following, both to be booked with Motorola's approved travel partner (Travel Partner), within parameters approved by Motorola:
  - Round-trip airfare with airport transfers.

    OR
  - Round-trip car rental.
- Hotel accommodations at a Summit host hotel, booked with Travel Partner.
- Stipend for additional meals not covered through the conference (see Covered Meals below).

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6.7.2 Travel Package Policies

General

- Upon registration and confirmation of available pre-paid tickets, Pre-Paid Travel Attendees will receive detailed instructions for booking travel logistics.
- Attendees are only to book travel through Travel Partner and are not to book hotel, airfare or transportation on their own. Reimbursement for travel expenses incurred by any customer attendee is not allowed.
- Motorola reserves the right to establish a cut-off date for the use of pre-paid hotel, airfare, transportation and any other covered expenses for Summit listed within the pre-paid policy.
- Motorola reserves the right to transfer hotel accommodations to an alternate hotel location based on availability of the host hotel.

Hotel

- The Pre-Paid Travel Package covers hotel nights directly associated with the conference dates. It may be possible to make adjustments to arrival and departure dates, but attendees are responsible for any additional hotel nights (before and after the official conference dates). Travel Partner may be able to assist with additional pre- or post-conference travel plans, but the attendee will be responsible to pay for additional hotel room nights and will need to put a personal card on file upon check-in at the hotel.
- Hotel accommodations at a Summit host hotel (single/double occupancy only) include hotel room and applicable state and local taxes at a discounted Motorola conference rate. Additional services (e.g., additional phone charges, laundry, entertainment, amenities, etc.) are at the attendee's expense.
- A personal credit card WILL be required upon check-in to the hotel. PLEASE NOTE THAT THE PERSONAL CREDIT CARD WILL NOT BE CHARGED for the room and tax expenses. This is a standard hotel requirement to cover any incidental expenses that may be incurred.
- Attendees staying in their rooms past checkout time may be billed one (1) additional night's stay to their personal credit card. Late checkout may be provided based on availability and upon request through the hotel, although some charges may apply. Early departure fees may apply if a group attendee checks out prior to the confirmed dates. Motorola is not responsible for this charge, which will be applied to the personal credit card on file for incidentals.

Airfare

- The Pre-Paid Travel Package will cover round-trip airfare (using Motorola's negotiated rates with major airlines), as well as airport transfers to and from the destination airport. Air reservations must be made ONLY through Travel Partner.
- Airfare must be economy class or standard coach with a fare cap of $600. Any travel above $600 will be routed by Travel Partner to Motorola for approval and must be accompanied by a valid business reason. Attendees are encouraged not to delay making their airfare selections, as selections made closer to the travel dates will likely fall outside of the allowed range.
- Any airfare changes must be made through Travel Partner.
- Pre-approved travel dates are for the official conference dates. Attendees choosing to travel outside these parameters will require additional approval from Motorola. Any resulting fare differences due to altered travel dates are the responsibility of the traveler (including airfare and hotel and ground transportation).
- Additional fees, tips and surcharges, including but not limited to remote access charges, change fees, upgrade fees and baggage fees are not covered as part of the Motorola travel policy.

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- Airport transfers to and from the destination airport will be provided to attendees. If an attendee chooses to extend their stay either pre- or post-conference, that attendee will be responsible to pay for additional transportation required for the extended stay.

Car Rental

- Customers may opt for car rental coverage instead of airfare. The Pre-Paid Travel Package will cover the expense of a rental car using Motorola's negotiated rates. Reservations must be made ONLY through Travel Partner.
- When renting a vehicle for Summit, Motorola will include the Loss Damage Waiver covering the vehicle at the base rate at participating locations.
- The rental will also include the Prepaid Gas Option providing the first tank of gas to the renter and allowing the renter to return the vehicle with less than a full tank. Additional Liability Insurance (ALI), Personal Effects Protection (PEP), and Personal Accident Insurance (PAI) are not covered by Motorola, but the attendee may purchase them at the time of the reservation or rental with a personal credit card.

Covered Meals

As part of this event, Motorola will provide meals to all attendees as part of the regular conference registration fee according to the published Summit agenda.

In addition to the covered conference meals, any attendee registering with a Pre-Paid Travel Package will receive a credit, voucher or meal access to any breakfast, lunch or dinner not provided on official conference dates. The method used to cover these additional meals may vary from year to year, based on venue, but will be communicated in advance to Pre-Paid Travel Attendees.

Daily meal allowance is determined by Motorola, based on published guidelines. In no event will the amount provided exceed attendee's applicable agency rules regarding meal expenses, provided that the attendee or agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations.

Expenses Not Covered

Non-reimbursable expenses include, but are not limited to:

- Hotel telephone charges (local as well as long distance)
- Personal travel (e.g., gas, side trips, extended stay outside official conference dates)
- Traffic or parking violations
- Additional travel accident insurance
- Personal entertainment
- Airline upgrades
- Spouse or guest expenses
- Alcoholic beverages (minibar), non-food related items
- Gift shop
- Movies
- Laundry
- Late checkout, hotel early departure, or no-show fees
- Valet parking
- Baggage handling
- Airport parking fees
- Miscellaneous tips
- Upgraded hotel internet connection
- Transportation to and from home airport

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- Change in airline departure dates, times, or names
- Excess baggage fees charged by airlines
- Additional equipment on rental cars (e.g. GPS, baby seat, etc.)
- Gas
- Tolls
- Additional guests staying in the same guest room, which results in additional hotel charges

Note: Motorola reserves the right to decline any expense that is not within the scope of this policy. It is not Motorola's intent to ever exceed an attendee's applicable agency policies or guidelines regarding any related travel accommodation. It is the Customer agency or attendee's responsibility to notify Motorola in advance of any booking, if any restrictions, prohibitions or limitations apply.

6.7.3 Additional Travel Package Terms and Conditions

The Prepaid Travel Package is provided pursuant to the terms and conditions of the applicable agreement between the Agency and Motorola Solutions, Inc. (Motorola) covering the relevant maintenance services (the "Prime Agreement"). In addition to the terms and conditions of the Prime Agreement, the following applies:

The Agency confirms that all related expenses, including airfare, hotel, meals and entertainment associated with the Summit do not violate any local laws, regulations or policies associated with your organization. The Agency acknowledges that Motorola may use information provided by the Agency as part of Motorola's compliance with reporting on government travel sponsorship.

Motorola is facilitating travel arrangements between the Agency and Motorola's approved travel partner American Express Global Business Travel (Travel Partner). All bookings must be made through, and tickets and reservations will be provided by, Travel Partner. Motorola is not acting as an agent for the provision of these services and Motorola is not the source or supplier of the travel reservations, tickets, or services. Motorola reserves the right to change the Travel Partner.

The Agency acknowledges that the suppliers whose names appear in the information supplied by Travel Partner are the ones actually responsible for providing the travel services purchased. The Agency consents to and requests the use of those suppliers and agrees not to hold Motorola responsible should any of these suppliers: 1) fail to provide the travel services purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes me any sort of injury, damage, delay or inconvenience.

The Agency further understands and acknowledges that travel may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism and warfare, and Motorola is not responsible for any such threats.

Travel documents, such as identification, for an attendee are to be provided by the Agency or attendee. Motorola is not responsible if identification documents do not match information provided to Travel Partner. If necessary for travel, the Agency and/or attendee is required to obtain and comply with any visa requirements. The Agency acknowledges that most airfares typically involve restrictions and that changing any aspect of the arrangements may result in the payment of additional fees or forfeit of the full amount paid.

Motorola is not responsible for travel insurance. Travel insurance is strongly recommended to cover certain risks inherent in travel, such as supplier bankruptcy and the inability to travel due to a medical or personal emergency.

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Motorola is not responsible for the services and policies imposed by the applicable airlines. Airline schedules and flights are subject to change without notice. Motorola is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes.

Additional terms and conditions from suppliers and vendors will apply to Attendee’s reservation and the Agency’s purchase of travel-related goods and services. Please read these additional terms and conditions carefully. In particular, if airfare is purchased, please ensure that the Agency reads and complies with the full terms and conditions of carriage issued by the supplier. The Agency agrees to abide by the terms and conditions of purchase imposed by any supplier with whom the Agency deals in its travel selections, including, but not limited to, compliance with the supplier/vendor's rules and restrictions regarding availability and use of fares, products, or services.

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Section 7

Subscription Services Pricing Summary

7.1 Overview

Pricing overview includes five (5) years of PremierOne Suite Subscription Services, implementation of query returns and the BRINC DFR Interface for PremierOne CAD.

PremierOne Suite Technology Subscription Services Annual Pricing

Description	Annual Price
Year 1 – July 2026 - 2027	$ 62,505
Year 2 – July 2027 - 2028	$ 65,305
Year 3 – July 2028 - 2029	$ 68,245
Year 4 – July 2029 - 2030	$ 71,332
Year 5 – July 2030 - 2031	$ 72,304
5 Year Grand Total Price	**$ 339,691**

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

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7.2 Payment Terms

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Motorola reserves the right to make partial shipments of equipment and invoice for partial shipment. Overdue invoices will bear simple interest at the maximum allowable rate.

The One-time Service fee and payment for year 1 will be billed upon the contract Effective Date. For each subsequent year of service, Motorola will invoice Customer annually in advance of each year of the plan.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (http://www.bls.gov) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

7.3 Superseding

This Proposal, upon execution, shall supersede the prior PSA System Agreement 20-PS-1111094 / PMO3 OHP19P144A dated December 1, 2020. By entering into this Agreement, the Customer hereby terminates its existing Agreement in its entirety. All pricing and obligations associated with the aforementioned Agreement shall terminate on the Effective Date. All other terms of the original Agreement remain in full force and effect.

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Section 8

Contractual Documentation

Motorola's Proposal is subject to the terms and conditions of PSA System Agreement 20-PS-1111094 / PMO3 OHP19P144A dated December 1, 2020.

Customer Shipping Address:	Huber Heights Police Department 6121 Taylorsville Road Huber Heights, OH 45424
Customer Billing Address:	Huber Heights Police Department 6121 Taylorsville Road Huber Heights, OH 45424

Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of $339,691.

Purchase Order Requirements (Customer check only one)

_____Purchase Order is used and attached

_X_ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Huber Heights Police Department**
By: Chris Baur	By: _____
Name: ___Chris Baur_____	Name: _____
Title: ____Area Sales Manager_____	Title: _____
Date: _____June 22, 2026_____	Date: _____

Use or disclosure of this proposal is subject to the restrictions on the cover page.
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CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS TO PROVIDE SOFTWARE SYSTEM SUBSCRIPTION SERVICES FOR PUBLIC SAFETY COMPUTER AIDED DISPATCH SOFTWARE SERVICES AND WAIVING THE COMPETITITVE BIDDING REQUIREMENTS.

WHEREAS, the City provides dispatch services to the Huber Heights Police Division and the Huber Heights Fire Division along with Butler Township Police and Fire Departments as well as to the City of Riverside Police and Fire Departments; and

WHEREAS, providing dispatch services utilizes Computer Aided Dispatch (CAD) software to more effectively and efficiently dispatch emergency responders and resources to emergency and non-emergency calls for service; and

WHEREAS, the City of Huber Heights participates in a software sharing system with the Montgomery County Sheriff's Office Regional Dispatch Center allowing for sharing of data, and resources through the same Motorola CAD platform; and

WHEREAS, Motorola proposes a software subscription providing similar maintenance and a wider variety of services through this subscription service.

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

Section 1. The City Manager is hereby authorized to approve the payments for the services provided by said subscription of $339,691.00 to be paid through five annual payments with no annual payment exceeding $72,304.00 per year.

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-11645 **Topics Of Discussion O. 222**

Council Work Session

Meeting Date: 07/07/2026

Case BDP 26-13 - Oakes Tree Development - Basic Development Plan - 5001 Old Troy Pike

Submitted By:	Geri Hoskins		
Department:	Assistant City Manager - Public Services	**Division:**	Planning
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Case BDP 26-13 - Oakes Tree Development - Basic Development Plan - 5001 Old Troy Pike

Purpose and Background

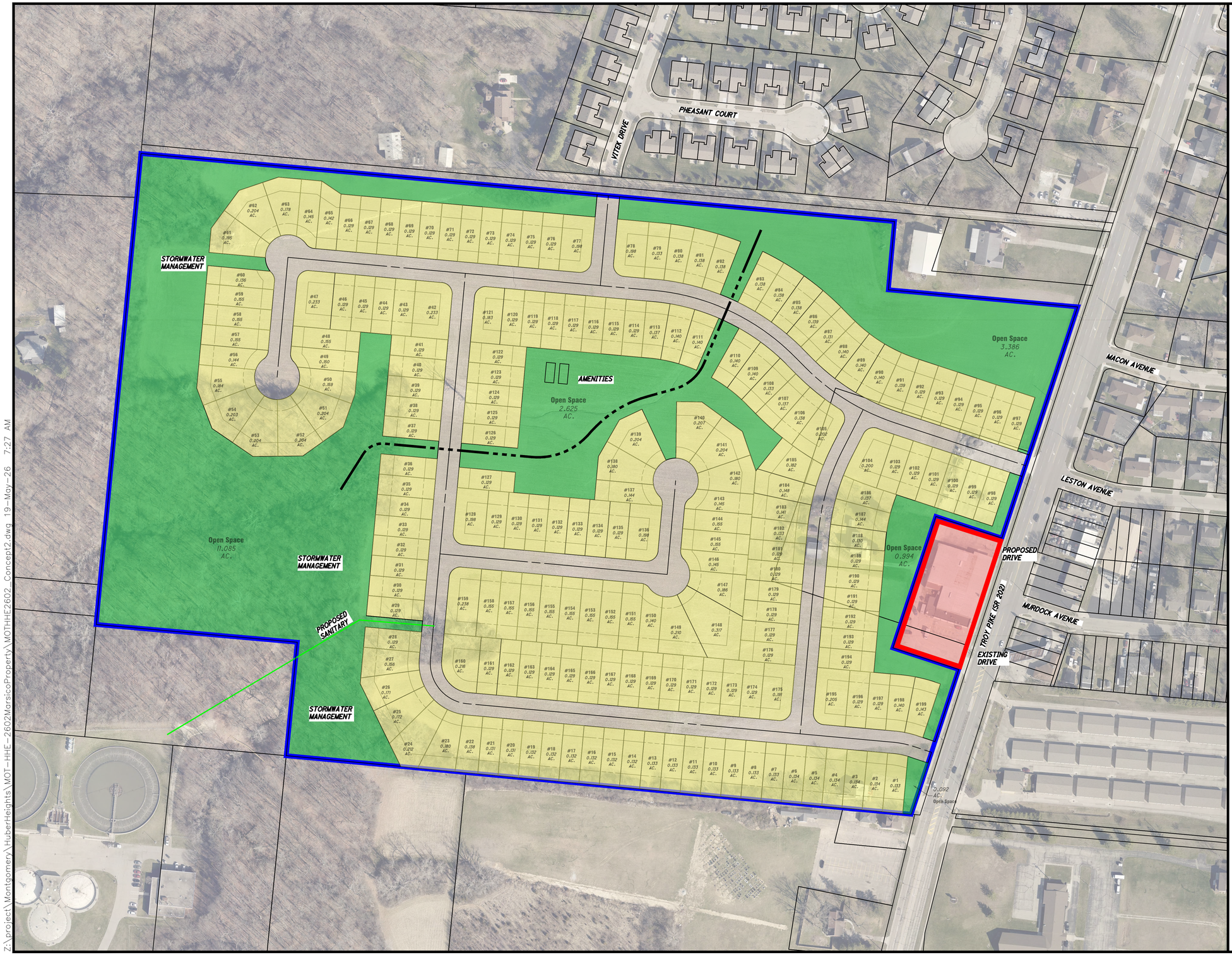
The applicant, Oakes Tree Development, is requesting a Rezoning from Agriculture (A) to Planned Mixed Development (PM) and approval of a Basic Development Plan for a 199-lot subdivision and existing multi-tenant commercial building on 58.26 acres on property at 5001 Old Troy Pike (Case BDP 26-13).

Fiscal Impact

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

Attachments

Drawings
Elevations
Product Footprints
Fire Assessment
Staff Report
Decision Record
Minutes
Presentation
Ordinance



AREA A - SINGLE FAMILY RESIDENTIAL

SITE DATA:

TOTAL ACREAGE: 53.40 Ac.

OPEN SPACE: 18.19 Ac. / 34.1%

SETBACKS:
FRONT: 25'
REAR: 30'
SIDE: 5'

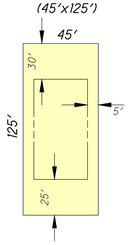
LOT COUNT:
(199) 45'x125'

3.73 UNITS / ACRE

NEW STREETS: 5,694 LF

R/W WIDTH: 50'

TYPICAL LOT LAYOUT
(45'x125')



OPEN SPACE

AREA B - COMMERCIAL

SITE DATA:

TOTAL ACREAGE: 4.863 Ac.

OVERALL SITE DATA:

TOTAL ACREAGE: 58.263 Ac.

EXISTING ZONING: A-AGRICULTURAL

PROPOSED ZONING: PLANNED MIXED USE

SCALE IN FEET
0 50 100 200

ChoiceOne Engineering
SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
www.CHOICEONEENGINEERING.com

MARSICO PROPERTY
CITY OF HUBER HEIGHTS
BASIC DEVELOPMENT PLAN

REVISIONS:

FILE NAME	001
DRAWN BY	JLH
CHECKED BY	JSP
PROJECT No.	MOTHHE2602
DATE	05-18-2026
SHEET NUMBER	1 OF 1

Z:\project\Montgomery\HuberHeights\MOT-HHE-2602MarsicoProperty\MOTHHE2602_Concept2.dwg 19-May-26 7:27 AM

Streetscape Rendering

Business Use Only - NVR

Simply Ryan Homes



Rosewood Exterior Renderings

Business Use Only - NVR

Simply Ryan Homes



Elevation K

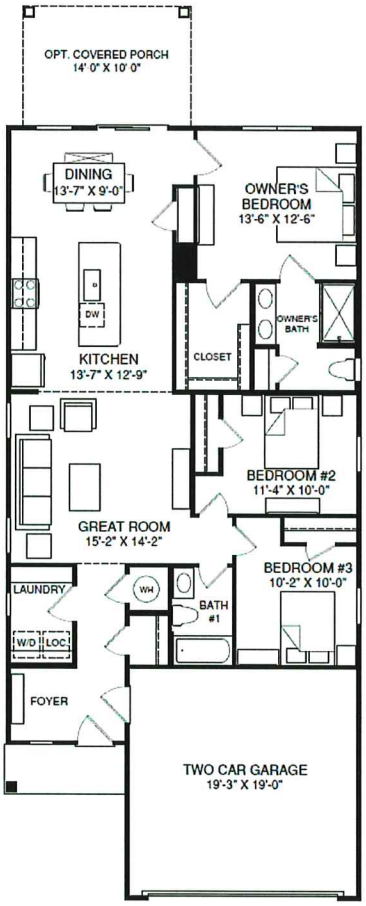


Elevation L

Business Use Only - NVR

Rosewood Floorplan

Ranch
3 Bedroom / 2 Bath
1434 square feet
Opt. Rear Covered Porch



Main Level

[Link to Product Success Page]

Sequoia Exterior Renderings

Business Use Only - NVR

Simply Ryan Homes



Elevation K



Elevation L

Business Use Only - NVR

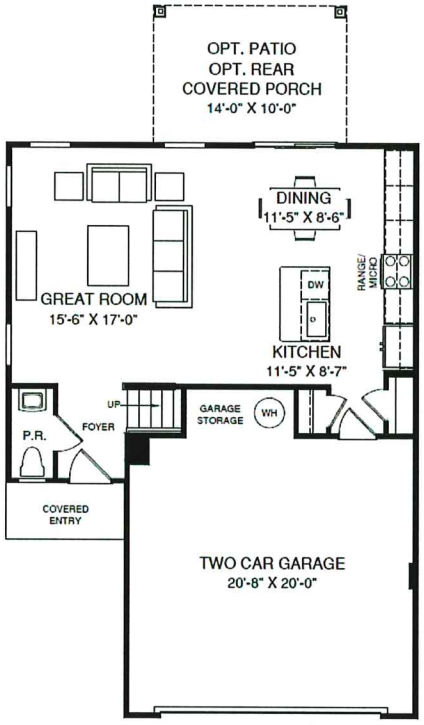
Sequoia Floorplan

Two Story

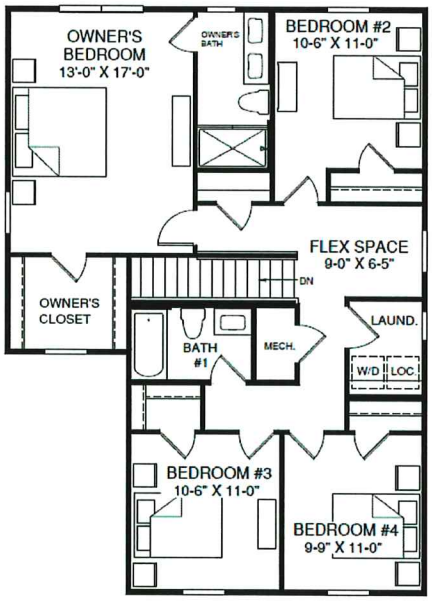
4 Bedroom / 2.5 Bath

1749 square feet

Loft



Main Level



Upper Level

[Link to Product Success Page]

Fairview Exterior Renderings

Business Use Only - NVR

Simply Ryan Homes



Elevation K



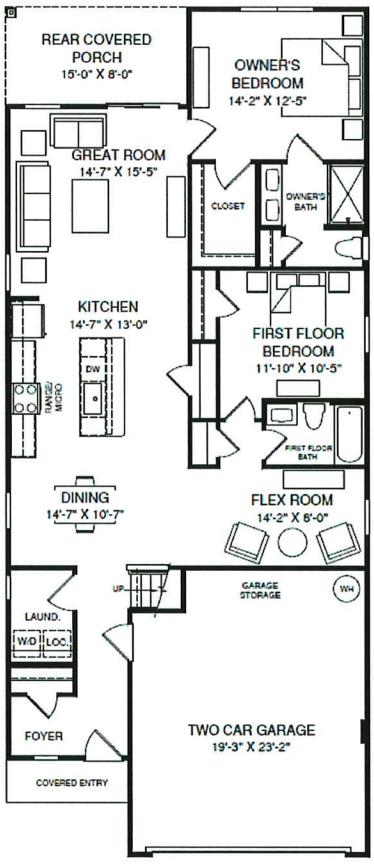
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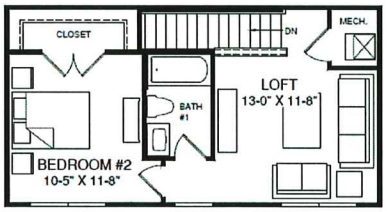
Business Use Only - NVR

Simply Ryan Homes

Fairview Floorplan

Two-Story Ranch
First Floor Owner's Suite
3 Bedroom / 3 Bath
1927 square feet
Flex Room
Loft
Rear Covered Porch





Main Level **Upper Level**

[Link to Product Success Page]

Note: Fairview 30' can be offered in a SR 40' Community

Torrey Exterior Renderings

Business Use Only - NVR

Simply Ryan Homes



Elevation K

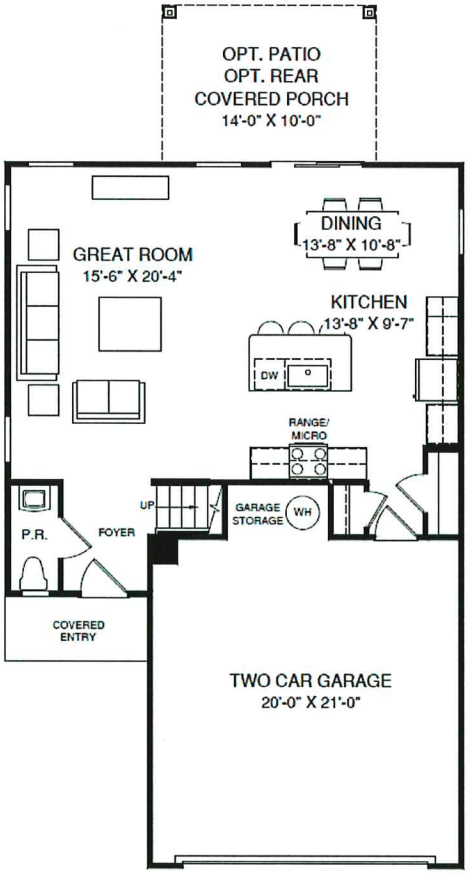


Elevation L

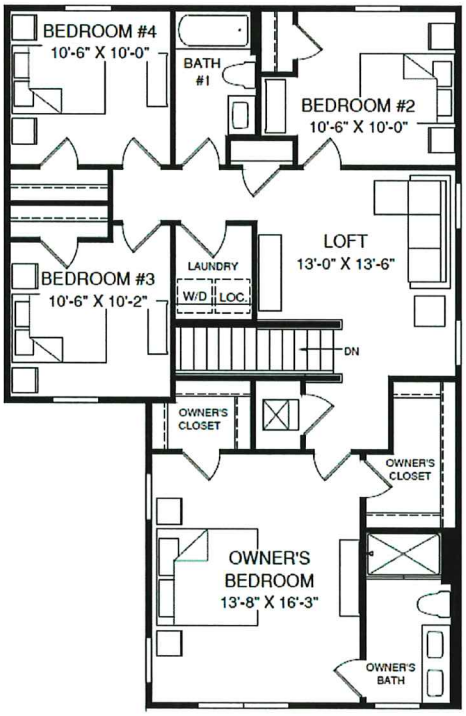
Business Use Only - NVR

Torrey Floorplan

Two Story
4 Bedroom / 2.5 Bath
1946 square feet
Loft



Main Level



Upper Level

[Link to Product Success Page]

Woodford Exterior Renderings

Business Use Only - NVR

Simply Ryan Homes



Elevation K

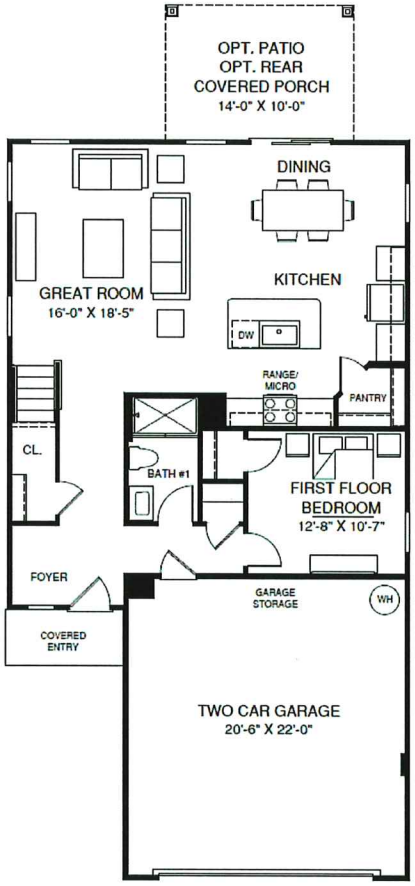


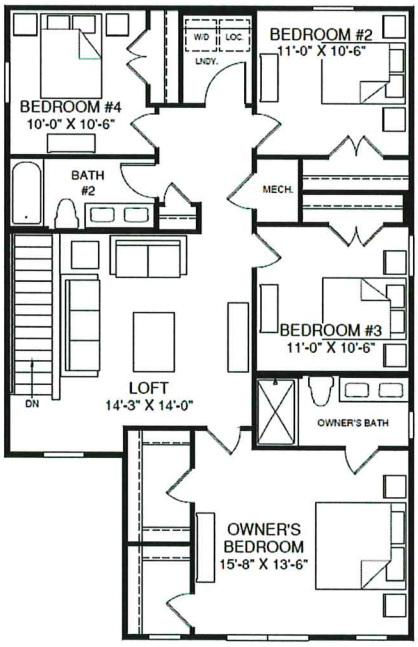
Elevation L

Business Use Only - NVR

Woodford Floorplan

Two Story
5 Bedroom / 3 Bath
2277 square feet
FFS Bedroom
Loft





Main Level

Upper Level

Link to Product Success Page

SR 30′ Wood Slab Product Summary

Product	Story	Square Footage	Footprint (rear outdoor living included)	Bed/ Bath	Additional Included Spaces	Outdoor Living
Rosewood V02	Ranch	1434	30′ x 65′	3/2		Opt. Rear Covered Porch 14′-0″ x 10′-0″
Sequoia	2 Story	1749	30′ x 41′	4/2.5	Flex Room	Opt. Patio/Opt. Rear Covered Porch 14′-0″ x 10′-0″
Fairview	2 Story Ranch	1927	30′ x 70′	3/3 + Loft	First Floor Owner's, First Floor Secondary Bedroom	Std. Rear Covered Porch 15′-0″ x 8′-0″
Torrey	2 Story	1946	30′ x 46′	4/2.5 + Loft		Opt. Patio/Opt. Rear Covered Porch 14′-0″ x 10′-0″
Woodford	2 Story	2275	30′ x 65′	5/3 + Loft	First Floor Secondary Bedroom	Opt. Patio/Opt. Rear Covered Porch 14′-0″ x 10′-0″

Click Here for the SR 30′ Wood Slab Feature Matrix

Note: Iris, Lily, and Marigold will continue to be available for SR 30′ Wood **Basement** communities

Huber Heights Fire Division

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

Occupancy Name:	Marsico Property
Occupancy Address:	5001 Old Troy Pike

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

MCBR BLD:		HH P&D:	
MCBR MEC:		HHFD Plan:	
MCBR ELE:		HHFD Box:	
REVIEWER:	Pugh	DATE:	05/26/2026

Fire Department Comments:

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

These comments are based only on the proposed site work, fire department access and basic fire protection concept at this time. The proposed development will need to meet the requirements of the Ohio Fire Code 2025 and Huber Heights Codified Ordinance. Based on the drawings provided the following requirements need to be met.

Requirements:

- **Fire apparatus access roads will need to comply with OFC 503 as well as the adopted appendices from the *OFC (2025)* and the *Huber Heights Codified Ordinance (HHCO) Section 15.***
- **Access and Loading: Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by the way of an approved fire apparatus access road with asphalt, concrete or other approved driving surface capable of supporting the imposed load of the fire apparatus weight up to 75,000 pounds (34,050 kg)**
- **Fire Hydrants: Hydrants shall be spaced no greater than 500 feet apart and within 400 feet from any opening in any building. Structure**

locations are not provided on current drawings so the 400 feet from any opening shall be confirmed during next phase. *Utilities were not provided with drawings.*

- **In accordance with *Huber Heights Codified Ordinance 1521.06 (b)(1)*, "The Fire Code Official shall make a determination if a double Storz hydrant is needed in residential areas with single family homes greater than 3600 square feet." If homes in this area exceed 3600 sq. ft. please advise.**
- **All new water mains and any existing water mains that are replaced shall be eight inches in diameter or greater in all one-, two- and three-family dwelling areas and in multi-family areas or commercial areas. All water mains shall be sectionalized and looped when reasonably feasible and achievable. Dead end water mains shall only be permitted upon written approval from the Fire Official and City Engineer. *Huber Heights Codified Ordinance 1519.01 - Water mains.***

- **The minimum fire-flow and flow duration requirements for one- and two-family dwellings shall comply with *Ohio Fire Code B105.1*. Please provide before construction.**

- **During construction, where dead-ends are created in roadways due to phasing, a turn-around shall be provided for fire apparatus. Refer to *Ohio Fire Code Appendix D 103.4.***

- **Developments of one or two family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads. Ohio Fire Code D107.1. A second access is shown.**

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

Plans reviewed by the Huber Heights Fire Division are reviewed with the intent they comply in **ALL** respects to this code, as prescribed in **SECTION (D) 104.1 of the 2011 Ohio Fire Code**. Any omissions or errors on the plans or in this review do not relieve the applicant of complying with **ALL** applicable requirements of this code. These plans have been reviewed for compliance with the Ohio Fire Code adopted by this jurisdiction. There may be other regulations applicable under local, state, or federal statues and codes, which this department has no authority to enforce and therefore have not been evaluated as part of this plan review.

Memorandum

Staff Report for Meeting of June 9, 2026

To: Huber Heights City Planning Commission

From: Aaron K. Sorrell, Assistant City Manager

Date: June 3, 2026

Subject: BDP 26-13 Marsico Property
5001 Old Troy Pike

Department of Planning and Zoning , City of Huber Heights

APPLICANT/OWNER: Oakes Tree Development – Applicant
Francis and Mary Marsico – Owner(s)

DEVELOPMENT NAME:

ADDRESS/LOCATION: 5001 Old Troy Pike

ZONING/ACREAGE: A - Agricultural District / 58.263 Acres

EXISTING LAND USE: Agriculture / Retail

ZONING ADJACENT LAND:
North: R-5
East: B-1/B-2/R-4
West: A
South: A

REQUEST: The applicant seeks a rezoning to Planned Mixed Development (PM) and basic development plan approval for a 199-lot subdivision and existing multi-tenant commercial building on 58.26 acres.

ORIGINAL APPROVAL: N/A

APPLICABLE HHCC: Chapter 1171, 1179

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

Overview
The applicant seeks a rezoning to Planned Mixed Development (PM) and basic development plan approval for a 199-lot subdivision and existing multi-tenant commercial building on 58.26 acres. Approximately 34% (18.19 acres) of the residential development is open space.

Site Characteristics
The site comprises agricultural land, wooded areas, two existing residential buildings and an existing commercial building. The two existing residential buildings will be razed, and the existing commercial building will be platted as a separate lot.

While the farmland is relatively flat, there is significant topography within the wooded area that ultimately drains Southwest into the Great Miami River.

Water utilities will be provided from an existing water main located along Old Troy Pike. A new sanitary line will connect to an existing manhole on the southwest side of the site, feeding into Tri-Cities.

Applicable Zoning Regulations
The applicable zoning regulations are Chapter 1171 – General Provisions, Chapter 1179 – Planned Mixed Use, and Chapter 1181 – General Provisions.

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

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

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

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

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

(5) Landscaping plan, walls and fences;

(6) Storm water detention and surface drainage;

(7) Exterior lighting plan;

(8) Vehicular circulation pattern;

(9) Location and square footage of signs;

(10) Topographic survey; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Analysis

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

Basic Development Plan Analysis:

The applicant seeks a rezoning to Planned Mixed Development (PM) and basic development plan approval for a 199-lot subdivision and existing multi-tenant commercial building on 58.26 acres. Approximately 34% (18.19 acres) of the residential development is open space.

The applicant is proposing a “Lifestyle Product” that includes smaller homes on smaller lots with an amenity package for residents, including open space and pickleball courts. The lifestyle product is designed for households looking for smaller homes that require less maintenance but still offer modern amenities.

The applicant has submitted a basic site plan that illustrates circulation, lot layouts, setbacks and general locations for sanitary and stormwater management facilities.

Staff Proposed Development Regulations

The proposed development standards for the Marsico Property are outlined below:

Permitted Dwelling Definitions: Attached single-family shall be defined as two or more residential units sharing a common wall with individual grade-level entrances for each unit. Townhomes and garden condos are included in the attached single-family category. Accessory Dwelling Units (ADU’s) shall be permitted on any single-family lot.

Density: The maximum residential gross density permitted in the development shall not exceed five (5) dwelling units per acre. Gross density includes land occupied by public rights-of-way and any recreational, civic, commercial, and other nonresidential uses.

Open Space: A minimum of 25% of the total site area of 58.26 acres, or 14.6 acres, of land shall be reserved for open or green spaces, which may include both public and private areas within the subdivisions. Open space may be developed in phases with the submission of detailed development plans for various sections.

Connectivity: Roadway connectivity shall be guided by the Basic Development Plan submitted with the application dated May 19, 2026. Significant flexibility shall be permitted in the final design of roads, but all public roads shall be approved by the City Engineer with the Detailed Development Plans.

The development standards set forth below shall apply to all areas unless otherwise specifically stated.

Development Standards

1. Minimum lot dimensions for each lot type per the Basic Development Plan shall be as follows. Larger lots than those listed are also permitted.

Lot Type	Minimum Width	Minimum Area	Maximum Building Coverage of Lot Area
Townhomes	20'	2,000	60%
Attached Single-Family	30’	3,600	60%
Small Single-Family	45'	5,600	60%

2. Minimum lot dimensions for non-residential components shall be approved with the Detailed Development Plan. However, the maximum building coverage for non-residential buildings shall not exceed 60% of the lot area.

3. Setbacks throughout the development shall be as follows:

Unit Type	Front Yard	Minimum Side Yard	Minimum Rear Yard	Minimum Building Separation
Townhomes/Attached Single-Family	20' from ROW	0'	20'	10'
All detached Single-Family	25' from ROW	5'	25'	10'
Commercial	10' from ROW	Per Detailed Development Plan	Per Detailed Development Plan	50' from a residential structure

4. No residential building may be constructed on the property having a height greater than thirty-five (35) feet measured from the finished grade of the property at the main entrance of the residence or building to the eave of the roof.

5. Any commercial building over twenty (20) feet in height shall be designed with multiple floors or the appearance of multiple floors.

6. The major roof slopes on all single-family residential structures of traditional design shall have a minimum pitch of 5/12. Softer pitches may be accepted as an accent roof, or on porches, garage transitions and shed dormers etc.

7. Roof materials and colors should be compatible throughout the community. Earth tone colors are preferred. Roof fans, vents and flashing are to be painted or finished

to match the roof.

8. Exterior building materials shall be wood, brick, stone, stucco, fiber-cement products (such as Hardie Plank) or vinyl siding with a minimum gauge of 0.040".
    a. Natural earth tone colors are preferred. Accent colors can only be used to carefully add a highlight or detail to the natural earth tone colors. Gutters and downspouts are to be finished to complement fascia color. Trim is to be stained or painted to complement the exterior walls and roof.
    b. A minimum of 50% of the single-family homes within the development shall have primary facades finished with masonry products that meet the Definition of Other Approved Masonry Type of Material Per Section 1181.20 as published by the City. The masonry product shall be used over a minimum of 25% of the surface area of the façade. Alternate materials may be used for detail and trim. The masonry coverage area shall be applied to the façade area remaining after removing the area occupied by windows and doors or roofing surfaces.
    c. A minimum of 30% of the primary façade(s) of a townhome or attached single-family structure shall be finished with masonry products.
    d. A minimum of 50% of the primary façade(s) of all non-residential structures shall be finished with masonry products.

9. Asphalt or gravel driveways shall not be permitted.

10. All yards, front, side and rear, shall be landscaped. All vacant lots shall be seeded and maintained in such a manner as to prevent erosion of the property and excess drainage onto adjoining lands. Each residential lot shall have at least one shade tree on each street frontage.

11. All entryway signs shall be ground-mounted and must adhere to the City of Huber Heights signage code.

Detailed Development Plan Submission Criteria

In addition to the procedures outlined in Section 1171, the following shall be submitted with, or prior to, the Detailed Development Plan applications:

1. All of the above standards shall be included in the covenants and restrictions for the homeowner's association (Master Homeowners' Association"), which will be submitted to Planning Commission in conjunction with or prior to the first Detailed Development Plan.

2. Prior to the submission of any Detailed Development Plans, a landscaping plan for the greenspace, including any buffering or transitions between uses, shall be submitted for approval by Planning Commission. The plan shall include a site plan showing existing and proposed topography, proposed plantings, and a schedule or proposed grass / plant types.

3. Prior to the submission of any Detailed Development Plans, a master sign plan for

the development shall be submitted for approval by Planning Commission. The sign plan will include a plan showing the location and type of each sign, and spec sheets showing typically materials, type of each sign, and spec sheets showing typically materials, appearance, and lighting of each type of sign, Maximum size/area for each type shall be provided, and a list of permitted materials and colors shall be included.

4. All Detailed Development Plans for the various sections shall include landscape and buffering plans, and green spaces, if applicable, which will be submitted to Planning Commission for approval.

5. All Detailed Development Plans for the various sections shall include water plans which will be submitted for approval by the City Engineer based on the City's standard requirements.

6. All Detailed Development Plans for the various sections shall include sanitary sewer plans which must be approved by the City Engineer based on the City's standard requirements.

7. All Detailed Development Plans for the various sections shall include storm water management plans which must be approved by the City Engineer based on the City's standard requirements.

8. Specific elevations will be provided with the Detailed Development Plan submittals.

Basic Development Plan Development Standards Analysis:

1179.06 Development standards (Planned Mixed Use)

Except when specifically modified herein, the provisions of the Planning and Zoning Code shall govern. The following development standards apply to a PM development:

(a) *Minimum Land Area Requirement.* A minimum of 20 acres shall be required.

This application covers approximately 58.263 acres.

(b) *Covenants.* The developer of a PM development shall be required to submit a set of covenants or deed restrictions with the Basic Development Plan application that will outline, at a minimum, development standards and guidelines established in this chapter and any other requirements the developer and/or Planning Commission deems necessary. The Planning Commission may require additional or amended covenants as it deems necessary to ensure compliance with the Planning and Zoning Code and the Planned Mixed Use District.

The suggested development standards are outlined in this staff report and if approved, will be incorporated into master covenants prior to submission of a Detailed Development Plan.

(c) *Required Mix of Land Uses.* A developer shall be required to provide a mix of land uses in a PM Development. At a minimum, at least two of the following uses are required in a PM Development: residential, commercial, office, institutional, and/or industrial.

This rezoning and basic development plan contains both residential and commercial uses.

(d) *Site Planning.*

(1) The combination of different uses whether as part of one building or as part of the overall development shall be designed and developed so as not to create a nuisance by excessive noise, light, vibration, odor or any other annoyances for any uses within the development or neighboring properties.

The planned residential uses are compatible with the existing commercial building and uses.

(2) A PM development is to be designed so that buildings and structures are clustered and open space areas are preserved and maintained. Special care shall be given to protect preexisting natural features including, but not limited to, woodlands, ravines, streams, lakes, ponds, and/or flood plains. Impervious surface coverage, including, but not limited to, buildings, parking area, and accessways, shall not exceed 75 percent of the total development area. Therefore, 25 percent of the development area shall be reserved for green space.

The development standards propose a minimum set aside of 25% toward green space and open space. Stormwater management requirements may result in higher percentage of open space, or pervious surface.

(3) The number of ingress and egress points onto the public streets shall be limited in order to reduce the number of traffic conflict points. Adequate and properly arranged facilities for internal pedestrian and traffic circulations shall be provided. The street and thoroughfare network shall be designed to minimize truck traffic through residential areas of the development.

The Basic Development Plan outlines broad circulation patterns and connections. There will be two connections to Old Troy Pike, per Fire Department requirements. There will also be a planned connection to Vitek Drive. Sidewalks will be provided throughout the development.

(4) Parking systems shall be designed so as to discourage single large unbroken paved lots for off-street parking and shall encourage smaller defined parking areas within the total parking system. Underground parking facilities are encouraged.

Parking will be provided as required in the zoning code.

(5) The development shall be designed to tie all the uses into one overall community and encourage walking, biking, running, and alternative modes of transportation. Developers are encouraged to incorporate bus stops, bikeways, walkways, and crosswalks into an overall thematic scheme for pedestrian traffic. Sidewalks shall be required except, in the case of a golf course or specific open space development, the Planning Commission may determine them to be unnecessary.

Sidewalks will be incorporated throughout the development.

(6) Any signs as proposed within this district, shall comply with Chapter 1189 "Signs". Additionally, a developer of a PM development shall develop and submit with the Detailed Development Plan application, a comprehensive set of graphic design criteria for signage in the development. This set of graphic design criteria for signage shall be approved by the Planning Commission and shall apply to all signage requests within the development. The criteria shall include, at a minimum, the sizes permitted (if different from Chapter 1189), colors permitted, materials permitted, typefaces permitted, type size permitted, and permitted illumination.

Compliance with the on- site comprehensive graphics shall be verified by the Zoning Administrator during the sign permit review process.

As part of the Detailed Development Plan submission, the applicant and city staff will develop and present to the Planning Commission a sign package and gateway improvement plan to mitigate the loss of the Old Troy Pike landscaped median.

(7) Minimum lot area, frontage and setback requirements may be varied to allow greater flexibility in design. However, the following shall be used as a guideline for development:

A. With multiple buildings on a single property, entirely residential buildings shall be at least 15 feet from another entirely residential building and at least 50 feet from nonresidential or mixed-use buildings.

Multiple buildings on a single lot are not currently contemplated, but will follow the above standard.

(8) No maximum height restriction shall apply, except that the proposed development meets all Federal Aviation Administration (FAA), Dayton International Airport or Wright Patterson Air Force Base height or abatement requirements.

The development standards limit the heights of residential buildings to 35-feet, measured to the roof eave.

(9) Common parking areas and accessways shall be lighted adequately with light fixtures that shall be designed to reflect light away from adjoining properties. Special attention will be given to protect entirely residential structures from light emitted from nonresidential land uses.

A lighting plan will be submitted with the detailed development plan.

(10) Nonresidential uses shall have trash containers and/or receptacles (including recycling containers) placed to the rear of all structures and shall be screened or enclosed on four sides with opening doors for the purpose of trash removal. The placement of trash containers and/or receptacles in multi-family residential developments shall be as inconspicuous as possible. The use of a wooden or vinyl fence structure, earth mound, or wall with an opaqueness of 100 percent and a height of 12 inches above the top of the largest container is required.

The applicant shall comply with this requirement.

(11) The architecture of nonresidential structures is encouraged to be unique yet similar in certain sections of the PM.

At this time, no new non-residential structures are contemplated. However, new development will be subject to this requirement and will be reviewed during the Detailed Development Plan review process.

(12) The distribution systems for utilities are required to be underground.

All utilities will be below ground.

(13) The use of privately owned open space and public dedicated park land is encouraged as part of a PM development. Privately owned open space shall be maintained by the developer or by a duly authorized owner's association.

The proposed amenities space will be owned and maintained by the developer or HOA.

(14) The use of chain link fencing is prohibited. Additionally, on an entirely residential property, no fencing shall be permitted in the front yard and, in the case of a corner lot, no fencing shall be permitted in the side yard with frontage to a public right-of-way. The covenants submitted by the developer shall establish the height requirements for fencing in the development. Fencing in a development shall be uniform in height in related use areas. On an entirely residential property, fence height shall not exceed six feet.

The development covenants will incorporate this restriction.

(15) With the submission of a Basic Development Plan application, the applicant is required to submit a phasing plan that details when certain sections of the development will commence construction and when the sections will be complete.

The developer has not submitted a phasing plan, but this development is likely to be constructed in two or three phases.

1179.07 Landscaping.

To protect and promote a harmonious development that ensures a functional and logical arrangement of mixed uses, the effective and efficient use of landscaping and buffering is required. Therefore, a PM development shall include the following landscaping and buffering:

(a) *Development Landscaping.* Within the PM development that is proposed, entirely residential buildings shall be screened from nonresidential and mixed use buildings with a 20 foot wide buffer strip that includes a six foot high earth mound, wooden or vinyl fence, wall, landscaping and/or mixture thereof that shall maintain an opaqueness of at least 80 percent year around. Parking areas, accessways, or any impervious surfaces are prohibited within this buffer strip. If planted materials are used, the screen must achieve the required height, width, and opaqueness within two years of planting. The use of pre-existing trees, natural features or amenities as part of this buffer is encouraged. The Planning Commission may approve some other arrangement of buffering if it determines that such an arrangement meets the intent of this requirement.

A landscaping plan has not been submitted at this time. The development standards require at least one front-yard shade tree per lot.

(b) *Perimeter Landscaping.* In a section of a PM development that contains nonresidential, mixed use, or multi-family buildings that abut a neighboring property with a single-family residential zoning designation or in a PM development section that contains an entirely residential section that abuts a neighboring property with a commercial, office, or multi-family zoning designation, the perimeter of the section of the PM development shall be screened with a 25 foot wide buffer strip that includes a six foot high earth mound, wooden or vinyl fence, wall, landscaping and/or mixture thereof that shall maintain an opaqueness of at least 80 percent year-round. Parking areas, accessways or an impervious surfaces are prohibited within this buffer strip. If planted materials are used, the screen must achieve the required height, width, and opaqueness within two years of planting. The use of pre-existing trees, natural features or amenities as part of this buffer is encouraged. The Planning Commission may approve some other arrangement of buffering if it determines that such an arrangement meets the intent of this requirement.

Perimeter landscaping requirements will be reviewed at the detailed development phase.

(c) *Parking Lot Landscaping.* All parking lots are required to have interior landscaped areas as outlined in Chapter 1185, "Parking and Loading".

All parking areas will be reviewed at the detailed development phase.

(d) *Street Tree Requirement.* All frontage property within a PM development that abuts public rights-of-way and is developed with nonresidential, mixed use, and/or multi-family buildings is required to have one street tree per 40 feet of frontage planted just outside of the street right-of-way. Unless determined to be inappropriate by the City Engineer, street trees shall be planted at least four feet from the edge of the sidewalk on private property. All frontage property within a PM development along a major collector or better as defined by the Huber Heights Thoroughfare Plan, no matter what use, shall meet this requirement. The type of tree and size shall be proposed by the developer at the Detailed Development Plan application stage and approved by the Planning Commission. A list of appropriate trees with required caliper is available in the City Engineer's Office.

In addition to this requirement, staff will be working with the applicant to develop an enhanced gateway to mitigate the loss of the Old Troy Pike median.

1179.08 Parking and loading.

The provisions of Chapter 1185, "Parking and Loading" shall apply, except that the off-street loading spaces and docks shall be provided with area, location and design appropriate to the needs of the development and specific uses within it, and the space designated for off-street loading shall not be used for off-street parking. Within the PM development, off-street loading areas shall be physically isolated and/or enclosed from residences in or adjacent to the PM Development. In all cases, off-street loading spaces and docks are prohibited in the front and side yards of any property.

Parking and loading will be reviewed at the detailed development phase.

Conformance with General Standards of Approval:
Below is the staff analysis of conformance with the general standards of approval.

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

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

In hindsight, this property should have been part of the Southtown development pattern areas. The applicant's property has adjacent public utilities and is not located near a flood-prone area.

Much of the natural features of this property will remain undisturbed. The proposed development is largely contained within the cleared lands, and much of the existing wooded area will be preserved. Staff feels the proposed density is reasonable and consistent with the Comprehensive Plan's goals to facilitate the development of a variety of housing types.

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

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

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

Old Troy Pike is classified as an Arterial Road and has adequate capacity to serve the development. No widening of Old Troy Pike is necessary.

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

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

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

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

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

The landscaping requirements will be reviewed with the Detailed Development application.

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

The main natural features of this site are the existing wooded areas on the west side, which will remain largely undisturbed, but for a sanitary sewer connection to the Tri-Cities treatment plant.

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

The site is being developed on the flatter areas of the site to minimize grading.

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

All utilities will be placed underground.

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

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

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

All proposed uses are consistent with the Mixed-Use district. Staff do not anticipate excessive noise, traffic or fumes.

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

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

Additional Comments:

Fire: See attached. Fire Department concerns will be addressed during the Detailed Development Plan process.

City Engineer: The City Engineer has been involved in the initial design meetings and has no additional comments at this time.

Recommendation

It is the staff's opinion that the proposal meets the standards outlined in Section 1171.06. Staff recommends approval of the Basic Development Plan submitted on May 19,2026 to rezone the property to Planned Mixed Use (PM) and approve the Basic Development Plan incorporating the supplemental development standards outlined within this staff memorandum.

Planning Commission Action

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

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

HUBER HEIGHTS
Come Grow With Us!

Planning Commission Decision Record

WHEREAS, on May 18, 2026, the applicant OAKES TREE DEVELOPMENT, requested approval for a Rezoning to Planned Mixed Development (PM) and a Basic Development Plan for a 199 lot subdivision and existing multi-tenant commercial building on 58.26 acres. Property located at 5001 Old Troy Pike, Parcel Numbers P70 04003 0039 and P70 04003 0074 of the Montgomery County, Ohio Records (BDP 26-13), and;

WHEREAS, on June 9, 2026, the Planning Commission did meet and fully discuss the details of the request.

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

Ms. Thomas moved to approve the request by the applicant, Oakes Tree Development, for approval of a Rezoning to Planned Mixed (PM) and a Basic Development Plan application. Property is located at 5001 Old Troy Pike (Case BDP 26-13), in accordance with the recommendation of Staff's Memorandum dated June 3, 2026, with the following conditions:

1. Approve as submitted.

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

_____ _____

Terry Walton, Chair Date
Planning Commission

Action

Mr. Shomper moved to approve the request by the applicant, Carriage Trials CO, LLC, for a Final Plat (FP 26-12) in accordance with the recommendation of Staff's Memorandum dated June 2, 2026, and the Planning Commission Decision Record.

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

2. **BASIC DEVELOPMENT PLAN – The applicant, OAKES TREE DEVELOPMENT, is requesting approval of a Rezoning to Planned Mixed Development (PM) and a Basic Development Plan for a 199 lot subdivision and existing multi-tenant commercial building on 58.26 acres. Property is located at 5001 Old Troy Pike (BDP 26-13).**

Mr. Sorrell stated that the applicant seeks a rezoning to Planned Mixed Development (PM) and basic development plan approval for a 199-lot subdivision and existing multi-tenant commercial building on 58.26 acres. Approximately 34% (18.19 acres) of the residential development is open space.

The site comprises agricultural land, wooded areas, two existing residential buildings and an existing commercial building. The two existing residential buildings will be razed, and the existing commercial building will be platted as a separate lot.

While the farmland is relatively flat, there is significant topography within the wooded area that ultimately drains Southwest into the Great Miami River.

Water utilities will be provided from an existing water main located along Old Troy Pike. A new sanitary line will connect to an existing manhole on the southwest side of the site, feeding into Tri-Cities.

The applicant is proposing a "Lifestyle Product" that includes smaller homes on smaller lots with an amenity package for residents, including open space and pickleball courts. The lifestyle product is designed for households looking for smaller homes that require less maintenance but still offer modern amenities.

The applicant has submitted a basic site plan that illustrates circulation, lot layouts, setbacks and general locations for sanitary and stormwater management facilities.

The maximum residential gross density permitted in the development shall not exceed five (5) dwelling units per acre. Gross density includes land occupied by public rights-of-way and any recreational, civic, commercial, and other nonresidential uses.

A minimum of 25% of the total site area of 58.26 acres, or 14.6 acres, of land shall be reserved for open or green spaces, which may include both public and private areas within the subdivisions. Open space may be developed in phases with the submission of detailed development plans for various sections. The

landscaping requirements will be reviewed with the Detailed Development application.

Old Troy Pike is classified as an Arterial Road and has adequate capacity to serve the development. No widening of Old Troy Pike is necessary.

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

All utilities will be placed underground.

Fire Department concerns will be addressed during the Detailed Development Plan process.

The City Engineer has been involved in the initial design meetings and has no additional comments at this time.

Daniel Earles from Oakes Tree restated some of the above information.
Lori Metzger neighbors the property and stated no one has reached out to her, she does not agree with the drive over her property. Concerned with how they were treated during the last development.

Action

Ms. Thomas moved to approve the request by the applicant, Oakes Tree Development, for a Rezoning and Basic Development Plan (BDP 26-13) in accordance with the recommendation of Staff's Memorandum dated June 3, 2026, and the Planning Commission Decision Record.

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

3. **FINAL PLAT – The applicant, ROCKFORD HOMES, INC., is requesting approval of a Final Plat for 39 building lots and associated retention basins and open space for Section 1 of the Creekstone Bluff Development. Property is located at 4460 Fishburg Road (FP 26-14).**

Mr. Sorrell stated that this is the first plat of the Creekstone Bluff subdivision. The Planning Commission approved the Detailed Development Plan for this section on December 10, 2025.

All front setbacks are 25 feet, consistent with the approved plans. All lot sizes and layouts are the same as approved through the Detailed Development Plan. The City Engineer had no comments.

Pat Olding from Rockford Homes said landscaping plan and sign package would follow. First of three phases.

CITY OF HUBER HEIGHTS

Marsico Property

5001 Old Troy Pike

Case Number:	BDP 26-13
Applicant:	Oakes Tree Development
Owners:	Francis & Mary Marsico
Site Area:	58.26 Acres
Meeting Date:	June 9, 2026

REQUEST SUMMARY

- Rezone to Planned Mixed Use (PM)
- 199-lot residential subdivision
- Mixed residential product types
- Existing commercial building retained
- 34% open space (18.19 acres)
- Amenity package incl. pickleball courts

Presented by: Aaron K. Sorrell, Assistant City Manager

Marsico Property

- Zoned: A (Agriculture)
- Adjacent lands:
  - North: R-5 / A
  - East: Commercial
  - South: Cemetery / Public
  - West: A



Marsico Property

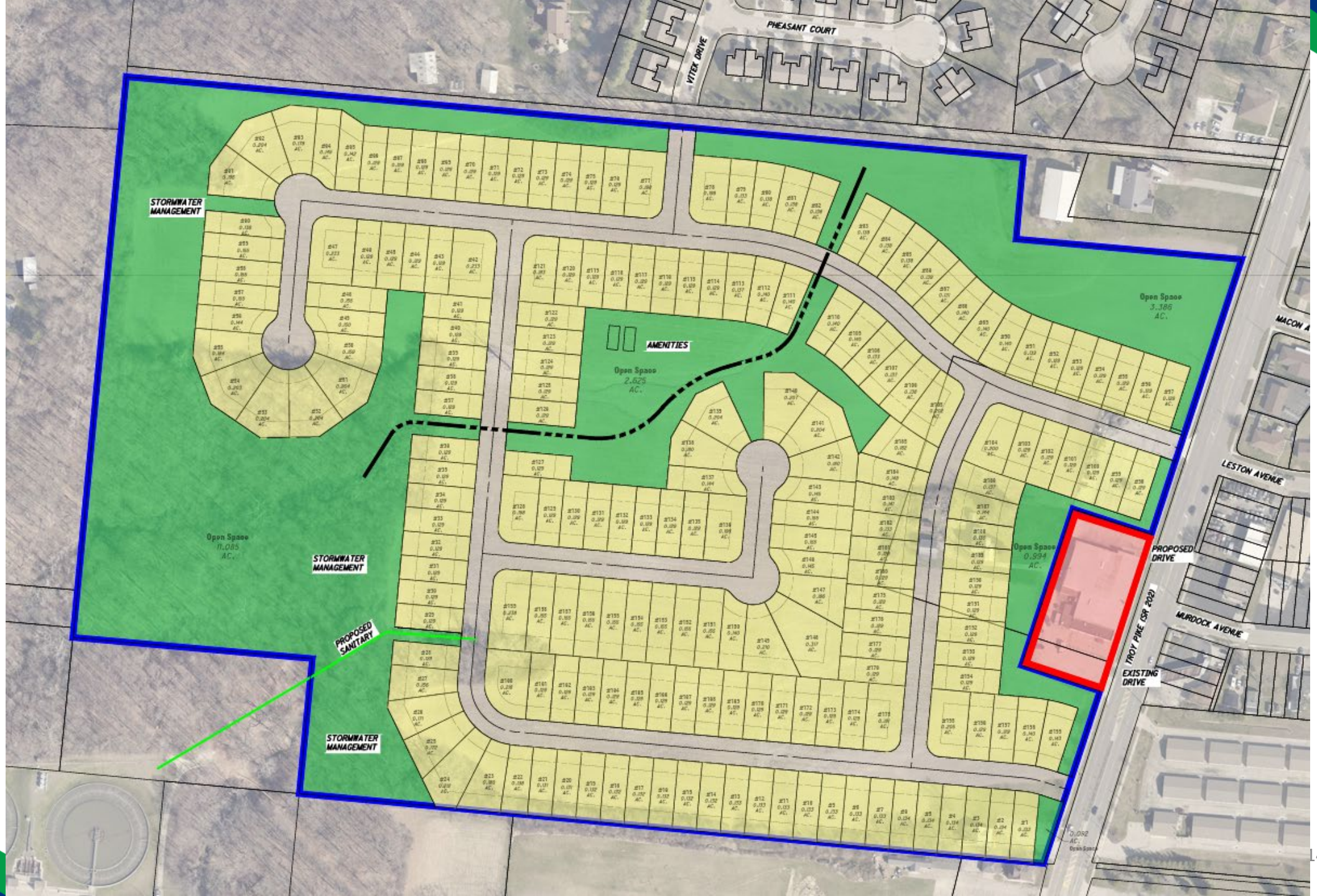




Marsico Property







HUBER HEIGHTS
Come Grow With Us!

PROJECT OVERVIEW

199
Residential Lots

34%
Open Space

58.26
Total Acres

2
Access Points on Old Troy Pike

Site Characteristics

- Agricultural land, wooded areas & two existing homes
- Multi-tenant commercial building retained on separate lot
- Water: existing main on Old Troy Pike
- Sanitary: new line connects to Tri-Cities

'Lifestyle Product' Vision

- Smaller homes on smaller lots — less maintenance
- Modern amenities package for residents
- Pickleball courts & recreational amenity space
- HOA-maintained common areas

PROPOSED DEVELOPMENT STANDARDS

Minimum Lot Dimensions

Lot Type	Min. Width	Min. Area (sf)	Max. Coverage
Townhomes	20 ft	2,000	60%
Attached Single-Family	30 ft	3,600	60%
Small Single-Family	45 ft	5,600	60%

Setback Requirements

Unit Type	Front Yard	Side Yard	Rear Yard
Townhome / Attached SF	20 ft from ROW	0 ft	20 ft
Detached Single-Family	25 ft from ROW	5 ft	25 ft
Commercial	10 ft from ROW	Per DDP	Per DDP

Open Space: Min. 25% required | **34% proposed**

Max Density:

5 du/acre gross | ADUs permitted on all SF lots

Key Building & Design Standards

- Max residential height: 35 ft
- Roof pitch: minimum 5/12 on major slopes
- Exterior: brick, stone, stucco, fiber-cement, or 0.040" vinyl
- 50% of SF homes: masonry on min. 25% of the primary façade
- 30% masonry on townhome/attached SF primary façades
- No chain-link fencing; no front-yard fencing
- At least one shade tree per street frontage per lot

COMPLIANCE — PM DISTRICT (Ch. 1179)

Minimum 20-Acre Site
58.26 acres — exceeds minimum

✓ Compliant

Mix of Land Uses (≥ 2 types)
Residential + Commercial

✓ Compliant

25% Green Space Minimum
34% (18.19 ac) proposed

✓ Exceeds Minimum

Underground Utilities
All utilities underground

✓ Compliant

Traffic Circulation
2 access pts on Old Troy Pike + Vitek Dr

✓ Compliant

Landscaping & Buffering
Plan submitted with Detailed Development Plan

⏳ Deferred to DDP

Phasing Plan
2–3 phases anticipated; plan required before DDP

⏳ Required before DDP

Covenants / HOA
Standards in staff memo; covenants before first DDP

⏳ Required before DDP

Master Sign Plan
Required before Detailed Development Plan

⏳ Required before DDP

Fencing Restrictions
No chain-link; no front-yard fencing in covenants

✓ Committed

GENERAL STANDARDS ANALYSIS | §1171.06 — Part 1 of 2

(a) Thoroughfare & Comp Plan

Property is in the Estates area; note it functions more like Southtown given adjacent utilities.

Natural features preserved; density consistent with Comp Plan housing diversity goals.

(b) Development Schedule

No formal schedule submitted; staff expect strong market reception based on comparable housing projects in the area.

(c) Road Adequacy

Old Troy Pike is an Arterial Road with adequate capacity. No widening required. Two access points plus Vitek Drive connection planned.

(d) Public Services

No undue burden anticipated on utilities, police, fire, or schools.

Adequate utility capacity confirmed by City Engineer.

GENERAL STANDARDS ANALYSIS | §1171.06 — Part 2 of 2

(e) Covenants & Easements

Conditions from Planning Commission and City Council will be memorialized in PUD legislation and remain in effect unless modified.

(g) Natural Feature Preservation

Wooded areas on the west side remain largely undisturbed except for a sanitary sewer connection to Tri-Cities.

(f) Landscaping & Arrangement

Landscaping requirements will be reviewed with the Detailed Development Plan application.

(h–l) Site Design & Welfare

Development on flatter portions minimizes grading. All utilities underground. Uses consistent with district. Rezoning will not adversely affect public health, safety, or welfare.

Recommendation & Commission Options

Staff Recommendation

Staff recommends APPROVAL of BDP 26-13 — rezone to Planned Mixed Use (PM) and approve the Basic Development Plan submitted May 19, 2026, incorporating the supplemental development standards outlined in this memorandum. Proposal meets all standards of §1171.06.

Planning Commission Action Options

1 Recommend Approval

Approve the basic development plan, with or without conditions.

2 Recommend Denial

Deny the basic development plan application.

3 Table the Application

Table to gather additional information before acting.

OAKES TREE

DEVELOPMENT

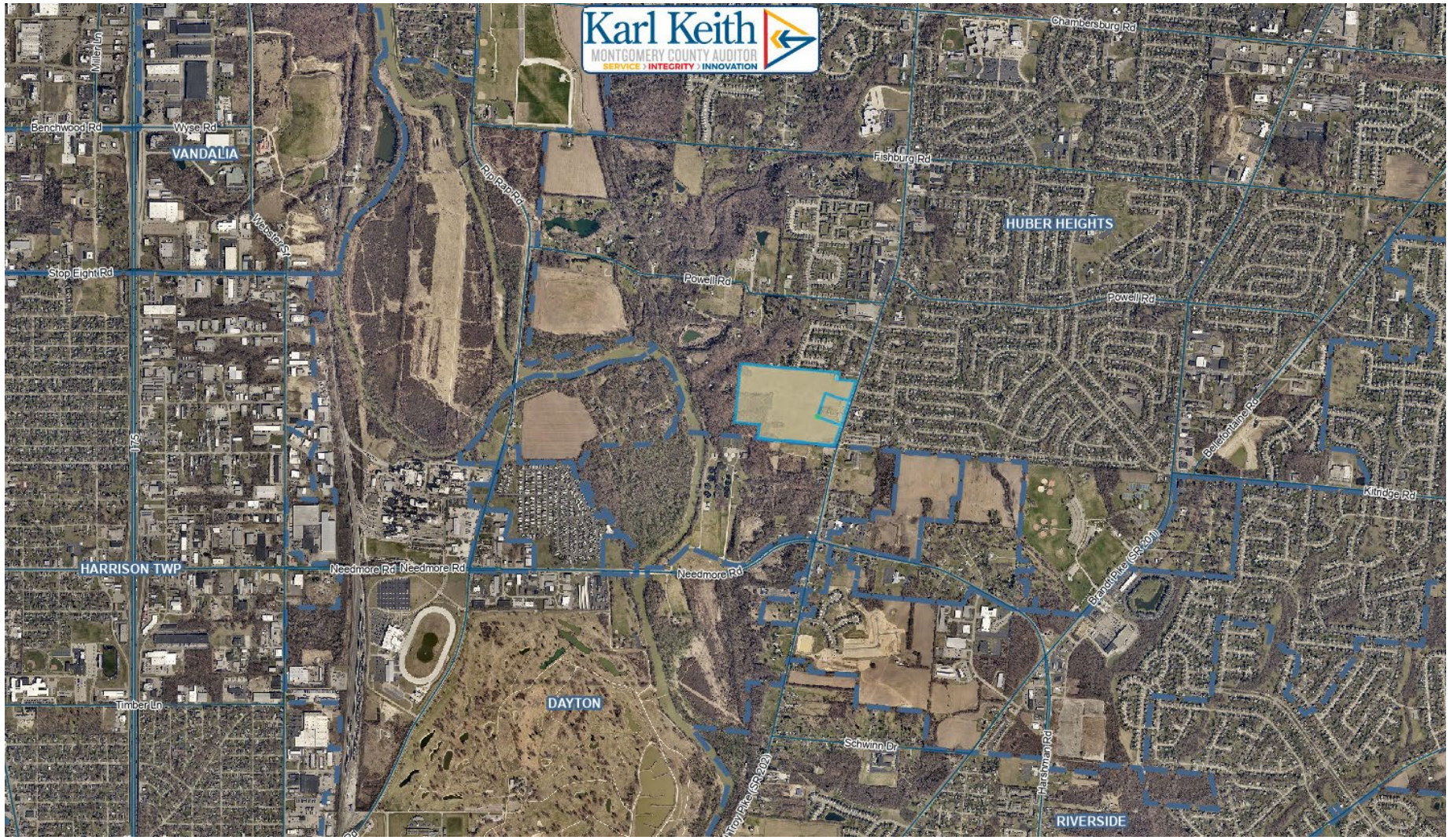
Marsico Property

Huber Heights, Ohio

Market Update

- Who is Oakes Tree Development?
- Dayton's Labor Market
  - WPAFB
    - Convergence Research Center, STEM Complex
  - Dayton International Airport
    - Joby, Sierra Nevada, Chewy, Crocs, and Frito Lay
- What's the current demand for Housing?
- Why does that bring us here today?

Site Location



Project Overview

Location

53.40-acre site off Old Troy Pike
Huber Heights, Ohio

Development Size

199-lot Single-Family
Residential Subdivision

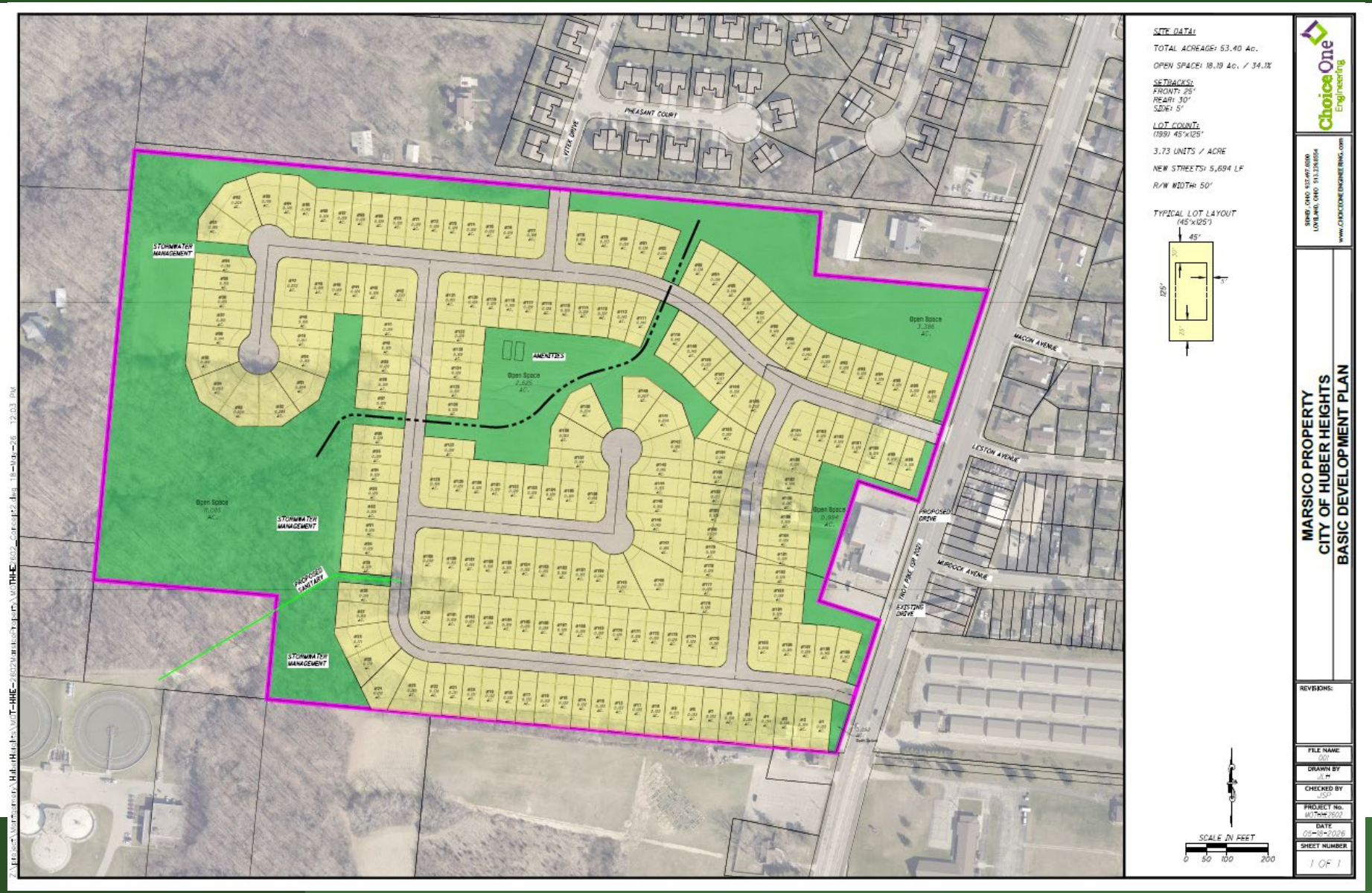
Price Range

$275,000 - $385,000
Anticipated Sales Prices

Builder

Currently Undecided
Builders have shown great interest

Overall Site Plan



Planned Mixed Development (PM) Requirements vs. Proposed Metrics

	PM Zoning	Proposed
Open Space Minimum	25% of Total Site	34% of Total Site
Lot Density Maximum	5 units per acre	3.73 units per acre
Minimum Area	5,600 sq.ft.	5,625 sq.ft.
Minimum Width	45’	45’
Front Setback Min.	25’ from ROW	25’ from ROW
Rear Setback Min.	25’	25’
Side Yard/Total Setback Min.	5 Feet / 10 Feet	5 Feet / 10 Feet

Future Single Family Home Renderings

Home Designs - Streetscape



Home Sizes range from 1,434 – 2,277 square feet

Elevation A



Elevation B



Elevation C



Elevation D



Elevation E



Questions?

OAKES TREE DEVELOPMENT

Marsico Property | Huber Heights, Ohio

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2026-O-

TO APPROVE A REZONING FROM AGRICULTURE (A) TO PLANNED MIXED DEVELOPMENT (PM) AND A BASIC DEVELOPMENT PLAN FOR A 199-LOT SUBDIVISION AND EXISTING MULTI-TENANT COMMERCIAL BUILDING ON 58.26 ACRES FOR PROPERTY LOCATED AT 5001 OLD TROY PIKE AND FURTHER IDENTIFIED AS PARCEL NUMBERS P70 04003 0039 AND P70 04003 0074 ON THE MONTGOMERY COUNTY AUDITOR'S MAP AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE BDP 26-13).

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

WHEREAS, the City Planning Commission has reviewed Case BDP 26-13 and on June 9, 2026, recommended approval by a vote of 4-0 of the Rezoning and the Basic Development Plan; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application for Case BDP 26-13 requesting approval of a Rezoning from Agriculture (A) to Planned Mixed Development (PM) and a Basic Development Plan for a 199-lot subdivision and existing multi-tenant commercial building on 58.26 acres on property located at 5001 Old Troy Pike and further identified as Parcel Numbers P70 04003 0039 and P70 04003 0074 on the Montgomery County Auditor's Map is hereby approved in accordance with the Planning Commission's recommendation and with the following conditions:

1. Approve with no conditions.

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

Council Work Session

Meeting Date: 07/07/2026

Thomas Cloud Park - Adjacent Land - First Amendment - Purchase Agreement

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	In Process
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Thomas Cloud Park - Adjacent Land - First Amendment - Purchase Agreement

Purpose and Background

In 1980, Montgomery County received a grant to improve Thomas Cloud Park and the grant terms limit the use of the land, including the Cloud House, for recreational and cultural purposes. The Cloud House is currently leased to Caterpillars To Butterflies, which conflicts with the use restriction. City Staff have been working with Ohio Department Of Natural Resources (ODNR) Staff to come into compliance, and it has been determined that the best long-term course of action is to amend the use restriction boundary to exclude the Cloud House. This extension is necessary to allow City Staff time to coordinate with the ODNR and the National Park Service to transfer the use restriction impacting the Cloud House to the nine acres being acquired. City Staff estimate it will take approximately one year to finalize this process; therefore, this legislation authorizes the City Manager to execute a First Amendment to the Purchase Agreement and extend the term to July, 2027.

Fiscal Impact

Source of Funds:	Parks And Recreation Budget/Grants
Cost:	$240,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes

Financial Implications:

The City received a grant of $100,875 to offset the purchase cost.

Attachments

Resolution

Attachment A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE PURCHASE AGREEMENT WITH OAKES TREE DEVELOPMENT FOR THE PURCHASE OF APPROXIMATELY NINE (9) ACRES OF LAND FOR AN EXPANSION OF THOMAS CLOUD PARK.

WHEREAS, the City Council of Huber Heights authorized the purchase of nine (9) acres of Parcel Number I39 00802 0033 within the City of Riverside, Ohio to expand Thomas Cloud Park through Resolution No. 2022-R-7140; and

WHEREAS, the City is coordinating the transfer of a Land and Water Conservation Fund use restriction from a portion of Thomas Cloud Park and needs additional time to facilitate the transfer; and

WHEREAS, the City and Oakes Tree Development mutually desire to extend the term of the Purchase Agreement.

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

Section 1. The City Manager is hereby authorized to execute the First Amendment to the Purchase Agreement with Oakes Tree Development for the purchase of approximately nine (9) acres of land for an expansion of Thomas Cloud Park in the form attached hereto as Attachment A and to execute all other documents necessary to implement its terms and actions required to complete the purchase.

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

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

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

Effective Date:

AUTHENTICATION:

_____ _____
Clerk of Council Mayor

_____ _____
Date Date

ATTACHMENT A
FIRST AMENDMENT TO PURCHASE AGREEMENT

This First Amendment to Purchase Agreement (this "Amendment") is made effective as of May_____, 2026 (the "Effective Date") and entered into by and between **OAKES TREE DEVELOPMENT** (the "Developer"), **THE CITY OF RIVERSIDE, OHIO** ("Riverside") and **THE CITY OF HUBER HEIGHTS, OHIO** ("Huber Heights").

Recitals

A. Developer, Riverside and Huber Heights are parties to that certain Purchase Agreement made effective as of August 22, 2022 (the "Agreement") for the purchase and sale of certain real property located in Montgomery County, Ohio, as more particularly described in the Agreement.

B. The parties desire to amend the Agreement as provided in this Amendment.

C. All capitalized terms not defined in this Amendment shall have the meaning set forth in the Agreement.

NOW, THEREFORE, Developer, Huber Heights and Riverside hereby agree as follows:

Agreement

1. **Closing Date Extension**. Notwithstanding anything to the contrary contained in Section 1(c) of the Agreement or otherwise, Huber Heights shall complete its acquisition of the Acres on or before July 1, 2027.

2. **Consideration for Closing Date Extension**. In addition to earnest monies described in Section 1(d) of the Agreement, Huber Heights shall pay to the Developer, on or before September 1, 2026, the sum of $10,000 (the "Additional Earnest Money") as consideration for the extension of the closing date as described in Section 1 of this Amendment. The Additional Earnest Money is non-refundable to Huber Heights upon deposit but shall be applicable to the total purchase price of the Acres at closing.

3. **Miscellaneous.** Except as amended by this Amendment, the terms and provisions of the Agreement shall remain unmodified and shall continue in full force and effect, and the parties hereto hereby ratify and affirm all their respective rights and obligations under the Agreement. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern and control. This Amendment may be executed in counterparts, and all of such counterparts shall together constitute one fully executed document. Developer, Huber Heights, and Riverside further agree that facsimile, e-mail or other electronic means of signature hereto, such as DocuSign, shall be valid and binding upon the parties hereto.

(*Signature page follows*)

IN WITNESS WHEREOF, Developer, Huber Heights and Riverside have executed this Amendment to be effective as of the date shown hereinabove.

"DEVELOPER":

OAKES TREE DEVELOPMENT

By:_____
Name: Lance Oakes
Title: Principal

"**HUBER HEIGHTS**":

CITY OF HUBER HEIGHTS, OHIO

By:_____
Name: John Russell
Title: City Manager

AI-11657 **Topics Of Discussion** **Q. 222**

Council Work Session

Meeting Date: 07/07/2026

Resolution For Municipal Services - Old Troy Pike Annexation - Churches Of Christ

Submitted By: Aaron Sorrell

Department: Assistant City Manager - Public Services

Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Completed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Resolution For Municipal Services - Old Troy Pike Annexation - Churches Of Christ

Purpose and Background

The Churches Of Christ Disaster Response Team, Inc. would like to annex 5.901 acres from Bethel Township to the City of Huber Heights to facilitate the construction of a storage warehouse to support its disaster recovery efforts. The proposed annexation area is located within the approved area outlined in the City's annexation agreement with Bethel Township.

Fiscal Impact

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

Attachments

Resolution
Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

ADOPTING A STATEMENT INDICATING THE SERVICES THE CITY OF HUBER HEIGHTS, OHIO WILL PROVIDE TO THE TERRITORY PROPOSED TO BE ANNEXED TO THE CITY OF HUBER HEIGHTS PURSUANT TO A PETITION FILED WITH THE BOARD OF COMMISSIONERS OF MIAMI COUNTY BY LANDOWNERS (AS DEFINED BELOW) AS PROVIDED BY OHIO REVISED CODE SECTION 709.023.

WHEREAS, Churches Of Christ (Parcel Number A01-250094) and Cassel Hills Church (Parcel Numbers A01-010200 and A01-086220) have filed with the Board Of Commissions of Miami County, a petition to annex to the City of Huber Heights approximately 5.091 acres of land as shown in the legal descriptions and map attached and incorporated as Exhibit A (the "Proposed Property"); and

WHEREAS, the Landowners' property is contiguous to the City of Huber Heights Corporation limits as shown in Exhibit A; and

WHEREAS, pursuant to Ohio Revised Code Section 709.023, a special annexation procedure where land is not excluded from the Township, the municipal corporation to which annexation is proposed shall adopt a resolution stating what services the municipal corporation will provide to the land petitioned to be annexed.

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

Section 1. The City of Huber Heights intends, subject to applicable law, availability of resources, and standard municipal practices, to provide municipal services to the Proposed Property within a reasonable time following the effective date of annexation, which is presently anticipated to be approximately thirty (30) days for those services capable of being provided within such timeframe. Such services include: police and fire protection; paramedic and ambulance services; access to professional engineering staff; park and recreation programming; maintenance of public streets and alleyways accepted into the City's system and within the jurisdiction and control of the City; street lighting in accordance with applicable City policies, plans, and funding availability; planning and development services; fire inspections; and other municipal services generally provided to similarly situated properties within the City, as determined by the City in its sole legislative or administrative discretion.

Section 2. If the Proposed Property is subject to zoning regulations adopted under either Chapter 303 or 519 of the Ohio Revised Code and once annexed becomes subject to City of Huber Heights zoning which permits uses in the annexed territory that the City determines are clearly incompatible with uses under current county or township zoning in the adjacent land remaining in the Township, the City of Huber Heights shall require, in the zoning ordinance permitting the incompatible use the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the Township.

Section 3. If a street or highway will be divided or segmented by the boundary line between the Township and the municipal corporation as to create a road maintenance problem, the City of Huber Heights agrees to and will assume the maintenance of that street or highway or to otherwise correct the problem.

Section 4. The Clerk of Council is hereby directed to file a certified copy of this Resolution with the Board Of County Commissioners for Miami County, Ohio within twenty (20) days after the date the annexation petition was filed, or such other time as permitted by law.

Section 5. 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 6. 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

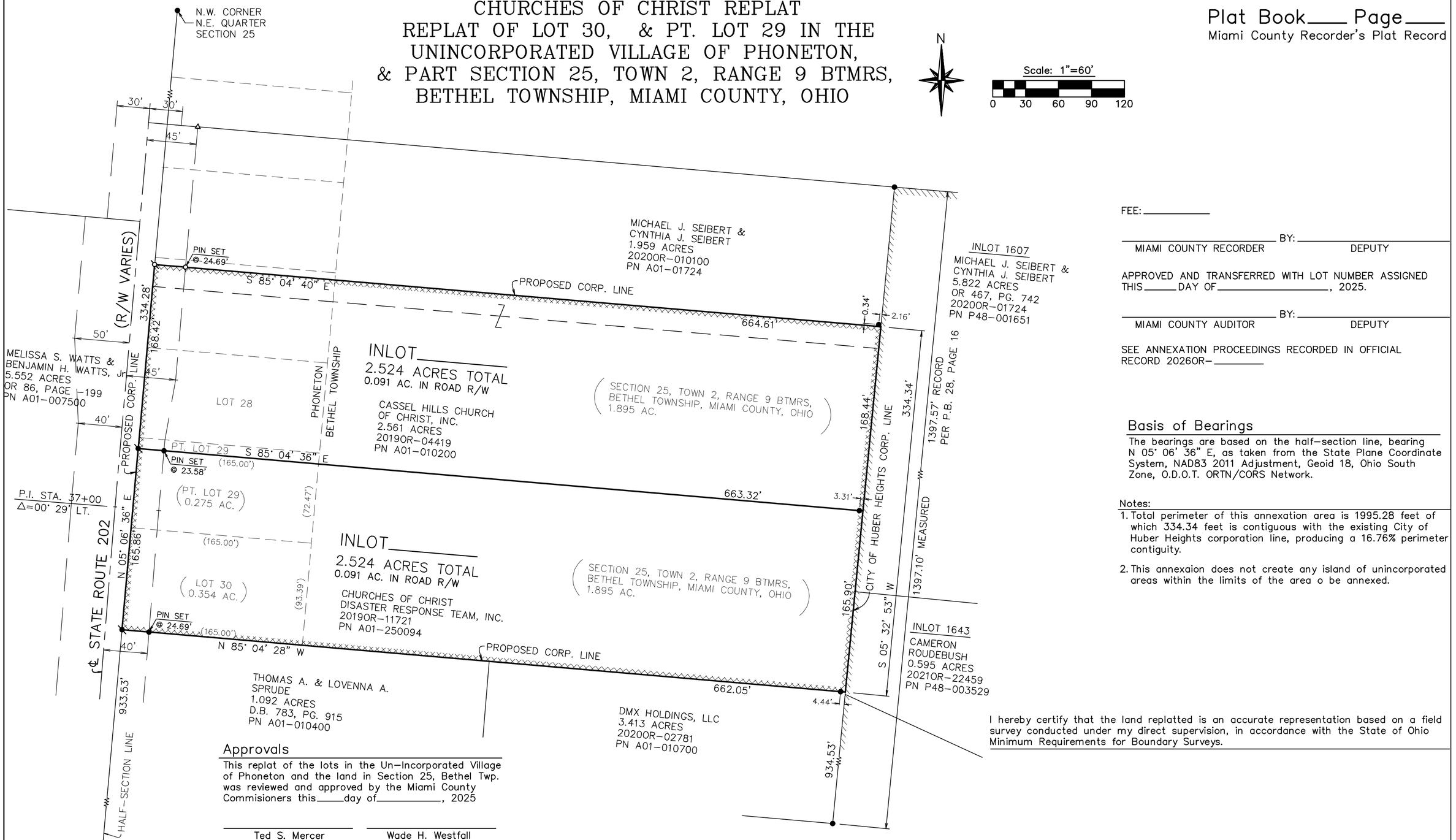
CERTIFICATE

The undersigned, Clerk of Council of the City of Huber Heights, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution No. 2026-R-_____adopted by the Council of the City of Huber Heights, on _____, 2026.

_____
Clerk of Council

CHURCHES OF CHRIST REPLAT
REPLAT OF LOT 30, & PT. LOT 29 IN THE UNINCORPORATED VILLAGE OF PHONETON, & PART SECTION 25, TOWN 2, RANGE 9 BTMRS, BETHEL TOWNSHIP, MIAMI COUNTY, OHIO

Plat Book____ Page____
Miami County Recorder's Plat Record



FEE: _____

_____ BY: _____
MIAMI COUNTY RECORDER DEPUTY

APPROVED AND TRANSFERRED WITH LOT NUMBER ASSIGNED THIS_____ DAY OF_____, 2025.

_____ BY: _____
MIAMI COUNTY AUDITOR DEPUTY

SEE ANNEXATION PROCEEDINGS RECORDED IN OFFICIAL RECORD 2026OR-_____

Basis of Bearings

The bearings are based on the half-section line, bearing N 05° 06' 36" E, as taken from the State Plane Coordinate System, NAD83 2011 Adjustment, Geoid 18, Ohio South Zone, O.D.O.T. ORTN/CORS Network.

Notes:

1. Total perimeter of this annexation area is 1995.28 feet of which 334.34 feet is contiguous with the existing City of Huber Heights corporation line, producing a 16.76% perimeter contiguity.
2. This annexaion does not create any island of unincorporated areas within the limits of the area o be annexed.

Approvals

This replat of the lots in the Un-Incorporated Village of Phoneton and the land in Section 25, Bethel Twp. was reviewed and approved by the Miami County Commisioners this_____day of_____, 2025

_____ _____
Ted S. Mercer Wade H. Westfall

_____
Gregory A. Simmons

At a meeting of the Planning Commission of Miami County, Ohio, held this_____day of _____, 2025, this replat was reviewed and approved.

_____ _____
Chairman Secretary

This replat was reviewed and approved by the Miami County Engineer this_____day of_____, 2025.

_____
Miami County Engineer

References

- Vol. 14, Pg. 64; Vol. 15, Pg. 163; Vol. 18, Pg. 37; Vol. 25, Pg. 179; Vol. 52, Pg. 102 — Miami County Engineer's Record of Land Surveys
- P.B. 24, Pg. 20; P.B. 28, Pg. 16; P.B. 28, Pg. 43; P.B. 28, Pg. 53 — Miami County Recorder's Plat Records

Legend

- ● Iron pin found
- ● Mag nail found
- ⊗ Mag nail set
- △ Concrete highway monument found
- ○ Existing corporation line
- Existing corp. line
- Proposed corporation line

I hereby certify that the land replatted is an accurate representation based on a field survey conducted under my direct supervision, in accordance with the State of Ohio Minimum Requirements for Boundary Surveys.

_____
Michael W. Cozatt, P.S. #6001 Date

Prepared By:
Cozatt Engineering Company
Civil Engineer Land Surveyor
1100 Wayne Street, Ste. 1140 Troy, Ohio
Job No. 17420A Ph. (937) 339-2921

AI-11653 **Topics Of Discussion** **R.** **222**

Council Work Session

Meeting Date: 07/07/2026

Title Sponsorship - The Big Hoopla's Hometown Heroes Military Appreciation Night

Submitted By:	Rachael Dillahunt		
Department:	City Manager	**Division:**	City Manager
Council Committee Review?:	Council Work Session	**Date(s) of Committee Review:**	07/07/2026
Audio-Visual Needs:	None	**Legal Review:**	Not Needed
Emergency Legislation?:	No	**Motion/Ordinance/ Resolution No.:**	

Agenda Item Description or Legislation Title

Title Sponsorship - The Big Hoopla's Hometown Heroes Military Appreciation Night

Purpose and Background

The City of Huber Heights is a neighbor to Wright-Patterson Air Force Base, which employs over 38,000 military, civilian, and contractor personnel, making Wright-Patterson Air Force Base the largest single-site employer in the state of Ohio with an economic impact of $6.8 billion per year. The Big Hoopla hosts an annual concert for active-duty military personnel and veterans in the region in appreciation for their service and commitment to this country. The City owns and operates the Rose Music Center, a professional concert venue, which has been selected to host The Big Hoopla's Hometown Heroes Military Appreciation Night on October 1, 2026. The City proudly wishes to demonstrate its unwavering support for The Big Hoopla's Hometown Heroes Military Appreciation Night and to honor the brave men and women who have served, and continue to serve, in defense of the freedoms, security, and values of the United States of America. Funds necessary to provide said sponsorship shall be drawn from the General Fund Line Item 101.305.5247 in accordance with, and in the spirit of, Section 171.02(d) and Section 171.12(b) of the City Code of Huber Heights, Ohio.

Fiscal Impact

Source of Funds:	Economic Development Budget
Cost:	$25,000
Recurring Cost? (Yes/No):	No
Funds Available in Current Budget? (Yes/No):	Yes
Financial Implications:	

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2026-R-

PROVIDING FOR TITLE SPONSORSHIP OF THE BIG HOOPLA'S HOMETOWN HEROES MILITARY APPRECIATION NIGHT AT THE ROSE MUSIC CENTER.

WHEREAS, the City of Huber Heights (the "City") is a neighbor to Wright-Patterson Air Force Base, which employs over 38,000 military, civilian, and contractor personnel, making Wright-Patterson Air Force Base the largest single site employer in the state of Ohio with an economic impact of $6.8 billion per year; and

WHEREAS, The Big Hoopla hosts an annual concert for active-duty military personnel and veterans in the region in appreciation for their service and commitment to this country; and

WHEREAS, the City owns and operates the Rose Music Center, a professional concert venue, which has been selected to host The Big Hoopla's Hometown Heroes Military Appreciation Night on October 1, 2026; and

WHEREAS, the City proudly wishes to demonstrate its unwavering support for The Big Hoopla's Hometown Heroes Military Appreciation Night and to honor the brave men and women who have served, and continue to serve, in defense of the freedoms, security, and values of the United States of America.

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

Section 1. The City shall provide for a Title Sponsorship of The Big Hoopla's Hometown Heroes Military Appreciation Night on October 1, 2026, at the Rose Music Center.

Section 2. Funds necessary to provide said sponsorship shall be drawn from the General Fund Line-Item 101.305.5247 in accordance with, and in the spirit of, Section 171.02(d) and Section 171.12(b) of the City Code of Huber Heights, Ohio.

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-11656 **Topics Of Discussion S. 222**

Council Work Session

Meeting Date: 07/07/2026

Liquor Permit #10016113-1 - Transfer - Shell/True North - 7789 Brandt Pike

Submitted By: Anthony Rodgers

Department: City Council

Type of Liquor Permit: Transfer

Motion/Ordinance/ Resolution No.:

Agenda Item Description

Liquor Permit #10016113-1 - Transfer - Shell/True North - 7789 Brandt Pike

Review and Comments - Police Division

The Police Division has no objections to the transfer of this liquor permit.

Review and Comments - Fire Division

The Fire Division has no objections to the transfer of this liquor permit.

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

Liquor Permit

HUBER HEIGHTS CITY COUNCIL
ATTN CLERK
6151 BRANDT PIKE
HUBER HEIGHTS OH 45424

NOTICE TO LEGISLATIVE AUTHORITY

TO

10016113-1 PERMIT NUMBER	**TRFO** TYPE		**Huber Gas & Go Inc** **7789 Brandt Pike** **Huber Heights OH 45424** **Muni/Village/Twp: Huber Hgts**
ISSUE DATE:			
FILING DATE: **6/17/2026**			
PERMIT CLASSES: **C-2 C-1**			
57083 TAX DISTRICT	**JUN**	RECEIPT NO	

FROM **6/18/2026**

09073995-39 PERMIT NUMBER		TYPE	**TRUE NORTH ENERGY LLC** **TRUE NORTH 710** **7789 BRANDT PK** **HUBER HGTS OH 45424** **Muni/Village/Twp: Huber Hgts**
ISSUE DATE:			
FILING DATE:			
PERMIT CLASSES:			
57083 TAX DISTRICT	**JUN**	RECEIPT NO	

MAILED 6/23/2026 **RESPONSES MUST BE POSTMARKED NO LATER THAN 07/24/2026**

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: **JUN TRFO 10016113-1**
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title) - ☐ Clerk of City Council ☐ Township Fiscal Officer (Date)

(Printed Name) (Email Address) (Telephone No.)

AI-11650 **Topics Of Discussion** **T. 222**

Council Work Session

Meeting Date: 07/07/2026

City Code - Supplement 25 - Adopting Ordinance

Submitted By: Anthony Rodgers

Department: City Council

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

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

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

Agenda Item Description or Legislation Title

City Code - Supplement 25 - Adopting Ordinance

Purpose and Background

This ordinance is to adopt Supplement 25 to the City Code for the period of October 1, 2025 to December 31, 2025. Appropriate legal notice of this ordinance has been made as required by the Huber Heights City Charter.

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

Supplement 25

Ordinance

SUPPLEMENT NO. 25
VOLUMES I AND II
May 2026

CITY CODE

of

HUBER HEIGHTS, OHIO

Looseleaf Supplement

This Supplement contains all ordinances deemed advisable to be included at this time through:

Ordinance No. 2025-O-2734, enacted November 24, 2025.

See the Code Comparative Table for further information.

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(b) Permit, inspection and plan review fees, if any.

(c) Direct charges. This charge will be collected from owners and Developers for the cost of designing and/or constructing Stormwater Facilities and administrative costs and related expenses where the utility designs and/or constructs or contracts for the construction of such Facilities.

(d) Direct assessment. This charge will be collected from owners in localized areas that desire Stormwater drainage Facilities not considered a part of the regional development or where an improvement is desired ahead of the priority status.

(e) Other income, including but not limited to, income obtained from federal, state, local, and private grants, or revolving funds.

(Ord. 2002-O-1325, Passed 2-11-02)

922.24 Stormwater fund.

All revenues generated by or on behalf of the HHSSD, including storm drainage service charges, permit, inspection and plan review fees, and direct charges, shall be deposited in a Stormwater fund and used exclusively for HHSSD purposes.

(Ord. 2002-O-1325, Passed 2-11-02)

922.25 Storm drainage service charge.

A storm drainage service charge is imposed on each lot and parcel of land within the City, and the owner thereof, excepting only streets, boulevards, alleys, viaducts, sidewalks, curbing, street crossings, grade separations, and other public ways and easements, and highway structures and appurtenances belonging to the City.

(a) Undeveloped Land shall be exempted from Stormwater service charges.

(b) Road and freeway rights-of-way shall be exempted from the Storm drainage service charge because they function as part of the Stormwater collection and conveyance system. Railroads and other rights-of-way will be charged as described herein.

(c) Properties that have existing Stormwater detention Facilities, or those planning such Facilities, may have their Storm drainage service charges reduced as determined by the City Manager or his designee, in accordance with generally accepted engineering standards and practices to more accurately reflect the contribution to runoff from the Property and the level of service provided to such Property, up to an amount equal to 50 percent of the service charge for that parcel. The detention Facilities must be in accord with the hydrologic, hydraulic, and structural design requirements of the rules and regulations. Facilities of a temporary nature will not be allowed a decrease in their charges.

(Ord. 2002-O-1325, Passed 2-11-02)

922.26 Equivalent residential units (ERUs) and impervious surface calculations.

The City has calculated the average Impervious Surface of Single-Family Residential Properties within the City to be 3,431 square feet. For purposes of calculating Storm drainage service charges under this chapter, one Equivalent Residential Unit (ERU) shall be equal to 3,431 square feet of Impervious Surface. Each Single-Family Residential Property within the City shall be assigned one ERU. The total number of ERUs of each Non-Residential Property within the City (as defined in Section 922.03 hereof) shall be calculated by determining the total square footage of Impervious Surface on each such Property and dividing this total by 3,431. In no case shall any Non-Residential Property have an ERU of less than one. The total square footage of Impervious Surface shall be measured by the City based on the records of the County Recorder or Auditor, the City, or through field examination or photogrammetric analysis; provided, however, that owners of Properties which are proposed for subdivision and/or development after the date of the adoption of this chapter shall include on all preliminary plan and final plan drawings submitted to the City in connection with the subdivision approval process, a certification as to the total square footage of Impervious Surface to be located on the Property upon its development.
(Ord. 2002-O-1325, Passed 2-11-02)

922.27 Monthly charge per equivalent residential unit.

Effective January 1, 2026, the monthly charge per ERU shall be $4.40.
(Ord. 2002-O-1325, Passed 2-11-02; Ord. No. 2022-O-2556, § 1, 10-24-22; Ord. No. Ord. No. 2025-O-2734, § 1, 11-24-25, eff. 12-25-2025)

922.28 Rates.

The City Manager, or his designee, is directed to prepare a list of all lots and parcels within the City classified as Single-Family Residential Properties and Non-Residential Properties (each as defined in Section 922.03). The City Manager, or his designee, is further directed to measure the total square footage of Impervious Surface on all Non-Residential Properties within the City and assign the appropriate number of ERUs to each such Property as is appropriate based on the measurements.
(Ord. 2002-O-1325, Passed 2-11-02)

922.29 Collection of storm drainage service charge.

(a) The Storm Drainage Service Charge shall be paid by the owner of each lot or parcel which is subject to this charge. Owners of lots or parcels subject to the Storm Drainage Service Charge who are also customers of the City's water system shall, at the City's option, pay the Storm Drainage Service Charge on a monthly basis in the manner and in

accordance with any regulations established pursuant to Section 922.11 hereof. Any owner of a lot or parcel which is subject to the Storm Drainage Service Charge who is not a City

cases where adequate plans and specifications are not available and realistic evaluations cannot be made for the type of water use, the consumer or authorized person shall be advised that circumstances may require the installation of maximum backflow protection. Where the types of backflow prevention devices cannot be immediately determined, a spool or dummy section, should be installed temporarily in lieu of a backflow prevention device. If no backflow prevention device is immediately required, the spool shall remain in place until there is a need for a device.

(i) *Existing Systems.* A survey shall be made of the consumer's existing water system in order to determine the degree of hazard to the public water system. The survey shall consist of establishing the water uses on the premises, the existence of cross-connections, the availability of auxiliary or used water supplies, the use or presence of pollutants and contaminants which may be used, and such other processes which are necessary to determine the degree of hazard as discussed in Section 932.06.
(Ord. 2000-O-1201, Passed 8-28-00)

932.09 Booster pumps.

(a) No person shall install or maintain a water service connection to any premises where a booster pump has been installed on the service line to or within such premises, unless such booster pump is equipped with a low pressure cut-off designed to shut off the booster pump when the pressure in the service line on the suction-side of the pump drops to 25 pounds per square inch gauge or less.

(b) It shall be the duty of the water consumer to maintain the low pressure cut-off device in proper working order and to certify to the City Manager or his designee, at least once a year, that the device is operable.

(c) The low-pressure cut-off control for booster pumps shall conform to regulations of the OEPA, the Ohio Basic Building Code plumbing standards and City Ordinances.
(Ord. 2000-O-1201, Passed 8-28-00)

932.10 Right to review.

Any person affected by any order issued for installation of a backflow prevention device shall have the right to request and shall be granted a review of any such order by the Director of Public Service or a designee deemed by the Director of Public Service to possess the technical expertise necessary to make a determination on the matter. The person requesting a review shall file with the Director of Public Service, a written petition requesting review and containing a statement of the grounds therefor within ten days after the day the order was served. The Director or his designee shall review the order and the petition and shall do such investigations and inspections as are deemed by him or his designee to be necessary in the review of the order. The Director, or his designee shall

issue a statement of findings to the petitioner within 30 days after receipt of the petition affirming, modifying or withdrawing the order. The Director may withdraw the order only upon a finding that:

(a) The protection is not required under Section 932.06 hereof and

(b) That the OEPA is not otherwise mandating the installation of a backflow prevention device.

The Director may modify any order provided such modification meets the requirements of this chapter with respect to the types of backflow prevention devices required.
(Ord. 2000-O-1201, Passed 8-28-00)

932.11 Rules and regulations.

The City Manager, or his designee, may from time to time establish additional rules and regulations relating to backflow prevention and cross connection controls.
(Ord. 2000-O-1201, Passed 8-28-00)

932.99 Penalty.

The City may discontinue water service to any premises whereupon any violation of this chapter exists until such time as the violation is remedied. Moreover, any violation of this chapter is hereby declared to be a nuisance and an action may be brought in a court of competent jurisdiction for injunctive relief for the immediate and/or permanent abatement thereof.
(Ord. 2000-O-1201, Passed 8-28-00)

CHAPTER 934 RATES AND FEES FOR WATER DISTRIBUTION AND SANITARY SEWER SERVICES*

934.01 Definitions.

As used in this chapter, certain terms are defined as follows:

Debt service charge means the funds used for the retirement of and interest on, bonds and/or notes authorized and issued by the City to construct sewage system facilities and purchase the sewer system from Ohio Suburban Water.

Normal domestic sewage means wastewater collected from dwelling units, commercial and institutional buildings. It consists primarily of spent water from building water supply to which have been added waste materials from bathroom, kitchen, and laundry.

***Cross references—**Water and sewer rate change procedure—See § 921.01; Sanitary sewer regulations—See Ch. 923; Water distribution regulations—See Ch. 929.

State law reference—Sewerage rates—See ORC 729.49.

Operation and *maintenance costs* means the costs incurred in the act of keeping all facilities for collecting, pumping, treating, and disposing of sewage in the good state of repair and functioning properly including the replacement of said facilities when necessary.

Replacement means expenditures for obtaining and installing equipment, accessories, and appurtenances which are necessary during the useful life of the treatment works to maintain the capability and performance for which such works were designed and constructed.

Sewer service charges means the total charge levied against the users of the sewage system for sewer services. This charge includes user charges plus the cost of debt services.

User charges means the charge assessed users of the sewage system to recover the cost of operation maintenance and repair (OM&R) of the sewage collection and sewage treatment system, and the cost of rendering bills and collecting sewer service charges.

Residential user means a principal family residence or habitation classified as a single family, individually metered multifamily, or individually metered dwelling that discharges domestic sanitary wastewater, having characteristics of 250 milligrams per liter (mg/l) biochemical oxygen demand (BOD) and 200 milligrams per liter (mg/l) suspended solids (SS) into the public wastewater treatment system, works, and facility.

Commercial user means any single metered multifamily residential building, retail business, or wholesale business that discharges primarily normal strength wastewater into the public wastewater treatment system, works or facility. For purposes of water and sewer rates, a commercial user shall also include institutional/governmental users.

Institutional/governmental user means hospitals, nursing homes, schools, city, county, state, or federal buildings or facilities that discharge wastewater into the public wastewater treatment system, works and facility.
(Ord. 95-O-825, Passed 9-11-95; Ord. 2002-O-1358, Passed 8-12-02; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.02 Water distribution rates.

(a) Except as provided elsewhere in this section, water rates for all customers, including customers that reside within the City limits that are in the Huber East Water District System shall be as follows.

(1) The billing period shall be monthly and include estimated or actual readings.

(2) The water rates to be charged shall be based on the volume of water consumption and the size of the water meter(s) servicing a property as follows:

Consumption Volume	*Effective with the first billing in January of the following years: (Rate Per 100 Cubic Feet)*			
	2026	2027	2028	2029
0 to 1500 cubic feet	$3.69	$3.95	$4.23	$4.52
Over 1500 cubic feet	$3.13	$3.35	3.58	$3.83

(3) Monthly service charges for water distribution services shall be based on the size of the largest meter servicing a property as follows:

Meter Size	*Effective with the first billing in January of the following years: Residential Use Service Charge*			
	2026	2027	2028	2029
⅝"	$27.08	$28.98	$31.01	$33.18
1"	$52.74	$56.43	$60.38	$64.61
1½"	$105.13	$112.48	$120.36	$128.78
2"	$167.90	$179.66	$192.23	$205.69
3"	$314.46	$336.47	$360.03	$385.23
4"	$531.18	$568.36	$608.15	$650.72

Meter Size	*Effective with the first billing in January of the following years: Commercial Use Service Charge*			
	2026	2027	2028	2029
⅝"	$27.08	$28.98	$31.01	$33.18
1"	$52.74	$56.43	$60.38	$64.61
1½"	$112.18	$120.03	$128.43	$137.42
2"	$179.12	$191.66	$205.8	$219.44
3"	$335.47	$358.95	$384.07	$410.96
4"	$566.76	$606.43	$648.88	$694.30

Monthly service charges for water distribution for meter sizes not enumerated above shall be determined by the City Engineer in proportion to the rates for meter sizes listed above. The Citizens Water and Sewer Advisory Board shall hear appeals concerning service charge determinations by the City Engineer and provide a recommendation of final action to the City Council. The City Council shall make the final decision regarding any appeal concerning service charge determinations by the City Engineer.

(b) Except as otherwise provided in this section, Huber East Water District customers located outside of the City limits shall pay rates according to the following schedule:

(1) Monthly service charge based on meter size.

Meter Size	*Effective with the first billing in January of the following years: Service Charge*			
	2026	2027	2028	2029
⅝"	$31.58	$33.79	$36.15	$38.69
1"	$75.87	$81.18	$86.87	$92.95
1½"	$149.66	$160.13	$171.34	$183.34
2"	$248.55	$265.95	$284.57	$304.49
3"	$444.83	$475.96	$509.28	$544.93

(2) Volume charge based on the volume of consumption per cubic feet.

Consumption Volume	*Effective with the first billing in January of the following years: (Rate Per 100 Cubic Feet)*			
	2026	2027	2028	2029
0 to 1500 cubic feet	$8.57	$9.17	$9.81	$10.50
Over 1500 cubic feet	$7.39	$7.91	$8.47	$9.06

(c) Water Rates for Commercial/Industrial Customers not Within the City Limits.

(1) Commercial/Industrial Water District customers located outside of the City limits shall pay rates according to the following schedule:

A. Monthly service charge based on meter size.

Meter Size	*Effective with the first billing in January of the following years: Service Charge*			
	2026	2027	2028	2029
⅝"	$37.92	$40.57	$43.41	$46.45
1"	$91.04	$97.41	$104.24	$111.53
1½"	$191.64	$205.05	$219.41	$234.77
2"	$304.93	$326.28	$349.12	$373.56
3"	$552.88	$608.51	$651.14	$696.72

B. Volume charge based on the volume of consumption per cubic feet.

Consumption Volume	*Effective with the first billing in January of the following years: Service Charge*			
	2026	2027	2028	2029
0 to 1500 cubic feet	$10.28	$11.00	$11.77	$12.59
Over 1500 cubic feet	$8.90	$9.52	$10.19	$10.90

(d) *Customer Equivalents.* When the City agrees to provide service to apartment buildings, condominiums, townhouses, mobile home parks and office buildings to which water is furnished through a single meter, for the purpose of distribution to several customers, such billings shall be determined on the following bases:

(1) The amounts of each such billing shall be determined on the basis of the "customer equivalents" provided by the meter employed. Such customer equivalents shall be determined by comparing the size of the meter in cross section area with the cross-section area of the five-eighths inches meter, which is the size of meter most typically installed on a service line which serves a single-family dwelling or single professional or business office. Such relationship is as follows:

Meter Size	*Customer Equivalent*
⅝"	1 Customer Equivalent
1"	2.5 Customer Equivalent
1½"	5 Customer Equivalent
2"	8 Customer Equivalent
3"	15 Customer Equivalent
4"	40 Customer Equivalent

(2) To determine the amount of any billing for water service pursuant to such special arrangement:

A. The total consumption through the meter during the billing period will be divided by the customer equivalent for the meter included:

B. The applicable usage rates contained in this chapter will then be applied to the quotient to determine the charge per customer equivalent; and

C. Such charge per equivalent will then be multiplied by the customer equivalent for that meter, the product of such multiplication plus the customer charge producing the total bill as to that meter for that billing period.

(e) *Annual CPI Adjustment.* Effective with the January, 2030 billing, all of the water rates then in effect shall be subject to an annual cost of living increase based on Consumer Price Index, Series ID #CUURD200SA0, as published by the U.S. Department of Labor, Bureau of Labor Statistics, using the 12-month percentage change of December to December.
(Ord. 2011-O-1895, Passed 6-27-11; Ord. No. 2018-O-2343, § 1, 9-10-18; Ord. No. 2022-O-2521, § 1, 3-14-22; Memorandum of 3-17-2023, § 2; Memorandum of 3-4-2024(1), eff. 3-1-24; Ord. No. 2024-O-2638, § 1, 6-12-24; Memorandum of 02-12-2025, eff. 3-1-25; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

Editor's note—Section 2 of Ord. No. 2018-O-2343 provides "Effective with the April 2021 billing, all of the water rates then in effect shall be subject to an annual cost of living increase based on Consumer Price Index, Series ID # CUURD200SA0, as published by the U.S. Department of Labor, Bureau of Labor Statistics, using the 12-month percentage change of December to December."

934.03 Sanitary sewer rates.

(a) Except as provided elsewhere in this section, sanitary sewer rates for all customers shall be as provided below.

(1) The billing period for sanitary sewer rates shall be monthly.

(2) The sanitary sewer rates to be charged shall be based on the volume of water consumption measured by meters servicing customers of the system, and the size of the water meter(s) servicing a property as follows:

Consumption Volume	*Effective with the first billing in January of the following years: (Rate Per 100 Cubic Feet)*			
	2026	2027	2028	2029
Per Cubic Foot	$2.21	$2.65	$3.18	$3.82

(3) Consumption charges shall be used to pay for wastewater treatment service charges billed to the City. The City Manager is authorized to increase the Tri-Cities component of the sanitary sewer rate at the same rate as the Tri-Cities North Regional Wastewater Authority increases its charge to the City.

(4) Residential customers with sanitary sewer service and no water service, and therefore no water meter shall be billed at a rate of $18.80 per month plus the monthly service charge which, for these customers, shall be at the rate of the five-eighths inches meter.

(5) Monthly service charges for sanitary sewer services shall be based on the size of the largest meter servicing a property as follows:

Meter Size	*Effective with the first billing in January of the following years: Commercial Use Service Charge*			
	2026	2027	2028	2029
⅝"	$14.10	$16.92	$20.30	$24.36
1"	$35.25	$42.30	$50.76	$60.91
1½"	$70.50	$84.60	$101.52	$121.82
2"	$112.80	$135.36	$162.43	$194.92
3"	$211.50	$253.80	$304.56	$365.47
4"	$275.80	$330.96	$397.15	$476.58

Meter Size	*Effective with the first billing in January of the following years: Commercial Use Service Charge*			
	2026	2027	2028	2029
⅝"	$14.10	$16.92	$20.30	$24.36
1"	$35.25	$42.30	$50.76	$60.91
1½"	$73.46	$88.15	$105.78	$126.94
2"	$117.59	$141.11	$169.34	$203.20

Meter Size	*Effective with the first billing in January of the following years: Commercial Use Service Charge*			
3"	$220.52	$264.63	$317.55	$381.07
4"	$284.96	$341.95	$410.34	$492.41

Monthly service charges for water distribution for meter sizes not enumerated above shall be determined by the City Engineer in proportion to the rates for meter sizes listed above. The Citizens Water and Sewer Advisory Board shall hear appeals concerning service charge determinations by the City Engineer and provide a recommendation of final action to the City Council. The City Council shall make the final decision regarding any appeal concerning service charge determinations by the City Engineer.

(b) Rates for the Miami Villa Sewerage District. For any lot, parcel of land, building or premises situated within the Miami Villa plat limits of the City, having any connection with the City sanitary sewer system or otherwise discharging wastewater, either directly or indirectly, into the City sanitary sewer system, a monthly charge or rental shall be based upon the number of bedrooms or occupants of the facility, or by other means acceptable to the City Manager.

(1) The rates for residential users shall be as follows:

Number of Bedrooms	*Number of Residents*	*Monthly Billing*
1—3	1—3	$20.00
4	4	$25.00
5+	5+	$35.00

(2) The rates for commercial users shall be as follows:

A. Restaurants, bars, etc. $1.88 per seat

B. Churches and public assembly halls $0.10 per seat

C. Manufacturing plant $1.88 per employee

(3) Vacant property in the Miami Villa Sewerage District shall be billed at one-half the rate stated above for occupied property, provided notification of the vacancy is given to the City.

(c) Consistent with the provisions of Ohio R.C. 729.49, charges as established under this section shall constitute a lien upon the property served by such connection and if not paid when due shall be collected in the same manner as other municipal corporation taxes. The Clerk of Council is hereby authorized to take such actions necessary to assure that charges which are delinquent in excess of 60 days shall be placed as a lien upon the property and shall be collected in the same manner as other municipal corporation taxes, through property tax assessment.

(d) Annual CPI Adjustment. Effective with the January, 2030 billing, all of the sewer rates then in effect shall be subject to an annual cost of living increase based on Consumer Price Index, Series ID #CUURD200SA0, as published by the U.S. Department of Labor, Bureau of Labor Statistics, using the 12-month percentage change of December to December.
(Ord. 2011-O-1895, Passed 6-27-11; Ord. No. 2022-O-2521, § 2, 3-14-22; Ord. No. 2024-O-2626, § 1, passed 1-22-24; Ord. No. 2024-O-2638, § 3, 6-12-24; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.04 Sewer service charges annual audit.

The sewer service charge and user rates shall be reviewed annually by the City in order to determine whether or not they are sufficient to defray the fixed charges, amortization costs, and annual cost of operation maintenance and repair (OM&R) of the sewage system. If the difference between the total annual revenue derived and the total annual cost is sufficient to justify an increase or decrease in the sewer service charge or user charges, the City will adjust the rates as required. The purpose of the annual review is also to maintain a proportional user charge.
(Ord. 2002-O-1385, Passed 8-12-02; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.05 Sewer service charge notification.

Each user is to be notified at least annually in conjunction with a regular bill or other notice to each account, of the rate and that portion of the sewer service charge which is attributable to operation maintenance and repair (OM&R) costs of wastewater treatment services.
(Ord. 95-O-825, Passed 9-11-95; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.06 Sewage or industrial waste surcharges.

(a) Sewage or industrial wastes above normal sewage strength, but acceptable for discharge into the sanitary sewage system shall be subject to a surcharge. The surcharge shall be determined on the basis of either or both of two constituents of water or wastes:

(1) Total suspended solids; and/or

(2) Five day biochemical oxygen demand (BOD) at 20 degrees Centigrade and as herein provided.

(b) When either or both of the total suspended solids and the biochemical oxygen demand of a water or waste accepted for admission to the system exceed the values of their constituents for normal sewage, the excess concentration in either or both, as the case may be, shall be subject to a surcharge as follows:

(1) Pounds of excess suspended solids per day multiplied by $0.0132 dollars per pound equals the suspended solids surcharge.

(2) Pounds of excess BOD per day multiplied by $0.0178 dollars per pound equals the biochemical oxygen demand surcharge.

(c) In addition to the surcharge, the user will pay the use charges as defined.

(d) The pounds of BOD per day and/or SS per day, above the concentrations previously described for normal strength sewage that are discharged to the sewerage system, shall be determined by the City or their authorized representative.

(e) In addition to a surcharge on BOD and SS, the City shall have the right to surcharge the user for the discharge of any other pollutant into the sewage system.
(Ord. 95-O-825, Passed 9-11-95; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.07 Fees generally.

The fees established in this chapter shall be in addition to and separate from the rates established by Council for water and sanitary sewer services provided by the City.
(Ord. 95-O-812, Passed 7-10-95; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.08 Fees applicable to water and sewer accounts.

(a)	Antenna replacement fee:	$20.00
(b)	Account activation charge:	$20.00
(c)	Construction water: (flat rate per month)	$20.00 per unit
(d)	Meter reconnection fee:	$25.00
	The reconnection fee for delinquent accounts shall be $25.00 for those customers who have not exceeded two service termination(s) over the prior 24 months else the reconnection fee shall be equal to $50.00.	
(e)	Requested meter testing:	$45.00
(f)	Anytime service is requested between a customer to the water and sanitary sewer system and the City, the customer shall be present at the agreed-upon time and meeting location no later than 20 minutes after the scheduled time without being subject to remitting the City for the personnel time that was expended, which includes the sum of the hourly wage, benefits and administrative costs. If the City is not present at the agreed-upon time and meeting location within 20 minutes of the scheduled time, the requested service shall be rendered at no cost to the customer.	

(Ord. 2011-O-1895, Passed 6-27-11; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.09 Fees for facilities.

(a) *Water Tap-In Permit Fees.* Tap-in permit fees for water shall be determined according to the following schedule:

Tap/Meter Size	*Tap-In Fee*
⅝ x ¾	$1,500.00
1	$2,800.00
1½	$4,200.00
2	$6,300.00
3	$12,500.00
4	$20,000.00
6	$40,000.00
8	$62,000.00

Tap-in fees for meter sizes not enumerated above shall be determined by the City Engineer based upon accepted engineering standards for water use, and in proportion to fees for given meter sizes. The City Manager shall hear and decide appeals concerning fee determinations by the City Engineer.

(b) *Inspection Fee.* The inspection fee for water and/or sanitary sewer shall be: Water and/or Sanitary Sewer per lineal foot: $5.00.

(c) *Connection Charges.* Concurrent with the payment of a tap-in fee to the City by an owner or consumer who hereafter taps into the water system, there shall be paid a connection charge in accordance with the provisions of this section, in addition to the required tap-in fee, if Council has designated the property as part of a district subject to a connection charge.

(1) Council may, from time to time, find and declare that the cost of the connection to any water line in designated districts of the City may also include a connection charge. The amount of such connection charge shall be established by Council for each designated district. Such connection charge shall apportion the actual cost of the installation of such water line, including labor, equipment and materials, among the several owners or consumers who may be benefited thereby.

(2) An owner or consumer who taps into the water system and is charged a connection charge, may pay the connection charge in full at the time of the tap-in or may select to pay monthly installments as part of a payment plan ("payment plan"). The City must approve all payments plans and may require the consumer to execute and deliver to the City a promissory note in the amount owed for the connection charge.

In no case shall the City approve a payment plan providing for more than 120 monthly installments. The number of installments shall be selected by the consumer initially and may not be changed once approved by the City. If a payment plan is selected and approved by the City, the first installment shall be due when the tap-in permit is issued. Subsequent installments shall be due with the payment of the monthly water bill. Installments shall include:

A. Equal payments of the principal amount of the connection charge, plus interest accrued thereon at a rate determined by the City at the time of application for a tap-in permit as the City's then estimated interest rate payable by the City for the construction and operation of water mains, amortized over the number of months of installments chosen by the consumer; and

B. An administrative fee equal to five percent of the installment.

(3) A map of the City and environs shall be established and the same shall be posted in Municipal Building giving notice to all persons who may be interested in those areas and tracts of land in the City and environs which are subject to a water line connection charge.

(d) *Sanitary Sewer Lateral Permit Fee.* Sanitary sewer lateral permit fees shall be determined according to the following schedule based on the size of the water meter:

Water Meter Size	*Permit Fee*
⅝ x ¾	$900.00
1	$1,800.00
1½	$3,400.00
2	$5,500.00
3	$11,000.00
4	$17,000.00
6	$33,000.00
8	$51,000.00

Permit fees for meter sizes not enumerated above shall be determined by the City Engineer based upon accepted engineering standards for water use, and in proportion to fees for given meter sizes. The City Manager shall hear and decide appeals concerning fee determinations by the City Engineer.

(e) *TCA Capacity Fee.* A pass-through wastewater treatment capacity fee to be collected for all new development which will be remitted to the Tri-Cities North Regional Wastewater Authority (TCA) on an annual basis for all future residential, commercial, and industrial development. This additional capacity fee will be used by TCA for the payment of debt service related to the 2025—2029 plant improvement projects. The capacity fee for wastewater treatment services as outlined herein may be subject to change by the Tri Cities North Regional Wastewater Authority. In the event of said change, either in the form of

increased or decreased capacity charges, the City Manager is hereby authorized to incorporate those changes into the municipal sewage billing structure to reflect the increase or decrease in charges. This shall not be construed to grant the City Manager the authority to alter in any way the city base sewer service charge above without the formal approval of Council.

Water Meter Size	*TCA Capacity Fee*
⅝"	$2,500.00
¾"	$3,750.00
1"	$6,250.00
1.5"	$12,500.00
2"	$20,000.00
3"	$60,000.00
4"	$105,000.00
6"	$227,500.00
8"	$400,000.00
10" or larger	$ 625,000.00

(Ord. 2011-O-1895, Passed 6-27-11; Ord. No. 2025-O-2711, § 1 (Att. A), 7-14-25; Ord. No. 2025-O-2711, § 1 (Att. A), 7-14-25; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.10 Reserved.

Editor's note—Former Section 934.10, which pertained to sanitary lateral permit fee, was repealed by Ordinance 97-O-983, passed August 25, 1997.

934.11 Miscellaneous fees.

(a)	Bad check charge	$35.00
(b)	Regulations and Specifications	$25.00
(c)	Significant industrial user annual fee	$100.00
(d)	Duplicate Disconnect Notice fee	current postal rates

(Ord. 2011-O-1895, Passed 6-27-11; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

934.12 Protection from bearing entire construction cost.

An individual or firm that must provide water and/or sanitary sewer improvements to properties other than those owned by the individual or firm, is eligible for protection from bearing the entire cost of construction by fees collected by the City pursuant to this section from other owners whose properties are served by the water and/or sanitary sewer

improvements and seek to tap- in to such lines during the term of protection. Protection shall apply to any property which directly benefits by the installation of a sewer and/or water main and does not participate in the cost of the improvement.

To qualify, the individual or firm installing the improvement must submit a written request, along with the estimated construction costs in a form acceptable to the City prior to construction. Once construction is completed, final construction costs must be submitted to the City. The City and the individual or firm will enter into an agreement on terms and conditions acceptable to the City for a period of time not to exceed ten years. During that time, the City will collect a charge from owners of properties benefitted by such sewer and/or water main who request a tap-in permit. The total maximum protection to the original installation shall equal one-half of the actual cost of construction of the main. The amount collected shall be refunded annually, to the individual or firm bearing the expense of the installation of such main.
(Ord. 95-O-812, Passed 7-10-95; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025; Ord. No. Ord. No. 2025-O-2733, § 1 (Exh. A), 11-24-25, eff. 12-25-2025)

TITLE FIVE OTHER PUBLIC SERVICES

CHAPTER 935 DITCH AND STREAM WORK BY CITY FORCES*

935.01 Purpose of policy; authority.

(a) This policy is intended to provide direction for City work forces, Council and residents regarding how City resources shall be used in cleaning and maintaining waterways throughout the community.

(b) Ohio R.C. 715.47 provides a general level of authority for certain types of actions related to maintaining proper waterways within municipalities. That legislation is broad in scope and provides a method by which municipalities can expend resources for certain types of stream and ditch work. However, it is not all inclusive and this policy is intended to deal with those issues that occur on a more frequent basis.

(c) This policy consists of a two tiered review involving a legal analysis as well as a practical application of the policy. The legal analysis shall occur first and if that analysis is satisfactory, the second practical portion of the policy shall come into play.
(Ord. 91-O-488, Passed 7-1-91)

***Cross references—**Ditch and culvert repair and maintenance—See Ch. 939; Subdivision drainage improvements—See § 1115.18; Subdivision culverts and bridges—See § 1115.19.

State law references—Drainage authorized—See ORC 715.41; Power to fill or drain lots—See ORC 715.47.

935.02 Legal analysis.

The legal analysis shall involve determination of whether or not the easement of right-of-way exists on the land where the waterway cleaning is contemplated.
(Ord. 91-O-488, Passed 7-1-91; Ord. No. 2021-O-2505, § 20, 11-22-21)

935.03 Right-of-way.

If the work contemplated is in the City right-of-way or on City owned property, then the legal analysis is satisfactorily completed and, in fact, the remaining portions of this policy do not apply. City owned property or City right-of-way is clearly the obligation of the City to maintain in regard to waterways, and if in the judgment of appropriate City personnel work needs to be done to make certain the waterways are flowing properly, that work should commence.
(Ord. 91-O-488, Passed 7-1-91)

935.04 Easements on private property.

For work that is not on City owned property or City right-of-way, it is necessary for there to be an easement allowing the City to enter onto the property to do such work. Satisfactory proof of the existence of such an easement can occur in the following manner.

(a) A review of appropriate plat maps or other related documents on file in the office of the City Engineer.

(b) Review of a deed indicating such an easement.

(c) Provision of a new easement by the property owner.

It shall be assumed that a roadway as may be shown on various maps also includes the proper authority to make certain that a proper roadway drainage exists.
(Ord. 91-O-488, Passed 7-1-91)

935.05 Roadside ditch maintenance.

(a) The most common request from residents ranges from cutting grass and picking up litter to recleaning and redigging the ditch. The City shall comply with such requests when it appears that the situation is undermining the roadway due to improper drainage or has the potential to undermine the roadway in the future. It shall be done on an as needed and as possible basis. It is important to note that the City workforces and the City budget do not allow instantaneous response to every request for roadside ditch cleaning work.

(b) The City shall not install storm sewer pipe or culverts on behalf of property owners. However, if requested, the City may work with the property owner to aid in establishing the proper grades, elevations, and pipe or culvert sizes and locations. Such aid shall only be

provided for work done in the right-of-way and easements. Such aid shall not include expenses incurred for survey work. The burden for providing that information shall be on the property owner.

(c) The culvert construction standards for sections of piping under the full width of the driveway of property owners shall be in accordance with the following:

(1) Concrete Pipe meeting the requirements of ASTM C-76, Class III, IV, or V.

(d) The section of piping in the right-of-way and easements clear of the driveway shall be in accordance with the following:

(1) Concrete pipe meeting the requirements of ASTM C-76, Class III, IV, or V.

(b) The Parks and Recreation Division Manager or his/her designee shall have the following authority:

(1) To accept applications and schedule use of park facilities by the public for athletics and special events according to the Public Facility Use Policy approved by the City Council.

(2) To reserve and schedule the use of park shelters.

(3) To collect fees for use of park facilities according to the Parks and Recreation Annual Fee Schedule approved by City Council.

(4) Waive fees on a case by case basis, after consultation with the City Manager.

(5) Require athletic groups and special event groups that use park facilities to obtain and provide proof of liability insurance listing the City of Huber Heights as additional insured, in the minimum amount set forth in the Public Facility Use Policy approved by the City Council.

(Ord. 2011-O-1882, Passed 5-9-11; Ord. No. 2024-O-2646, § 1, Passed 7-22-24)

943.02 Definitions.

Park means any real property or water area, and all improvements and personal property thereon, owned, leased, or otherwise controlled by the City Parks and Recreation Division, including but not limited to the Parks listed in Section 943.04.

Parks and Recreation Division Manager shall mean the Parks Manager.

Police officer means City police officers and any other law enforcement officers of the State of Ohio or of any political subdivision thereof, including, but not limited to, State Highway Patrolmen, sheriffs, deputy sheriffs, and constables.

Person means any individual, company, partnership, corporation, or association, or any combination of individuals, or any employee, agent or officer thereof.

Park waters means any lake, pond, reservoir, stream, channel, lagoon, or other body of water, or any part thereof, whether natural or artificial, located in or adjoining a park.

Motor vehicle means anything on wheels or runners which is powered by a motor.

Park facility means any improvement made to the park which is designed to enhance the leisure opportunities and shall include, but not be limited to shelters, picnic tables, benches, bleachers, playground equipment, swimming pools, athletic fields (tennis/volleyball/basketball courts, baseball diamonds, soccer fields), and parking areas.

(Ord. 2011-O-1882, Passed 5-9-11; Ord. No. 2021-O-2505, § 21, 11-22-21)

943.03 Hours.

City parks shall be open from dawn to dusk. Special permission to extend these hours may be obtained with a written request to the Parks and Recreation Division.
(Ord. 2011-O-1882, Passed 5-9-11)

943.04 Park facilities.

(a) The City Parks include but are not limited to the following:

(1) *Thomas A. Cloud Memorial Park:* The City park located on Brandt Pike south of Kitridge Road shall now and hereafter be known as Thomas A. Cloud Memorial Park.

(2) *Herbert C. Huber Community Park:* The City park located on Chambersburg Road east of Old Troy Pike shall now and hereafter be known as Herbert C. Huber Community Park.

(3) *Cottonwood Park:* The City park located on Fishburg Road east of Brandt Pike shall now and hereafter be known as Cottonwood Park.

(4) *Shullgate Park:* The City park located on Shull Road east of Old Troy Pike shall now and hereafter be known as Shullgate Park.

(5) *Belle Plain Park:* The City park located on Belle Plain Drive west of Bellefontaine Road shall now and hereafter be known as Belle Plain Park.

(6) *Twin Creeks Park:* The City park located on Leston Avenue between Lambeth Drive and Harshmanville Road shall now and hereafter be known as Twin Creeks Park.

(7) *Rotary Monarch Park:* The City park located on Rip Rap Road north of Chambersburg Road shall now and hereafter be known as Rotary Monarch Park.

(8) *Gary Sherman Park:* The City park located at the end of John Geiger Way shall now and hereafter be known as Gary Sherman Park.

(9) *Canal Locks Park:* The City park located on Endicott Road south of Fishburg Road shall now and hereafter be known as Canal Locks Park.

(10) *Philipps Park:* The City park located on Dial Drive north of Longford Road shall now and hereafter be known as Philipps Park.

(11) *Miami Villa Park:* The City park located on Rip Rap Road south of Chambersburg Road shall now and hereafter be known as Miami Villa Park.

(12) *Huber Heights Community Center:* The City park and community center located on Powell Road west of Old Troy Pike shall now and hereafter be known as the Huber Heights Community Center.

(13) *Monita Field Park:* The City park located on Fishburg Road east of Old Troy Pike shall now and hereafter be known as Monita Field Park.

(14) *Kittyhawk Park:* The City park located on Seaman Drive south of Fishburg Road shall now and hereafter be known as Kittyhawk Park.

(15) *Flyer Field at Kittyhawk Park:* The City dog park located on Seaman Drive south of Fishburg Road shall now and hereafter be known as Flyer Field at Kittyhawk Park.

(16) *Dial Park:* The City park located on Dial Drive shall now and hereafter be known as Dial Park.

(17) *The Recreation Complex at The Heights:* The City park that includes the Kroger Aquatic Center at The Heights and the Eichelberger Amphitheater at The Heights located on Brandt Pike north of Shull Road shall now and hereafter be known as The Recreation Complex at The Heights.

(Ord. 2011-O-1882, Passed 5-9-11; Ord. No. 2021-O-2505, § 22, 11-22-21; Ord. No. 2022-O-2555, § 1, 10-24-22; Ord. No. 2024-O-2646, § 2, Passed 7-22-24; Ord. No. Ord. No. 2025-O-2727, § 1, 11-10-25, eff. 12-11-2025)

943.05 Fires.

Fires shall be permitted in the parks only when intended for cooking and confined to metal grills designed for outdoor cooking. The group or individual starting the fire is responsible for assuring that the ashes are cold before leaving them unattended.

(Ord. 2011-O-1882, Passed 5-9-11)

943.06 Horses.

Horses are not permitted in the parks without the express written permission of the Parks and Recreation Department.

(Ord. 2011-O-1882, Passed 5-9-11; Ord. No. 2024-O-2646, § 3, Passed 7-22-24)

943.07 Vehicles and traffic.

(a) *Permitted Areas.* No person shall operate a motor vehicle in a park except on and within roads provided for such vehicles, and no person shall drive a motor vehicle in violation of the posted signs or other traffic control devices except by City personnel or those with the express written permission of the Parks and Recreation Department.

(b) *Reckless Operation.* No person shall operate a motor vehicle in a park in such a manner as to endanger the operator or any other person or any property.

(c) *Speed.* No person shall operate a motor vehicle in a park in excess of the posted speed limit.

(d) *Parking.* No person shall park or leave a motor vehicle in a park except in places designated by the City for such purposes.

(e) *After Hours Parking.* No person shall park or leave a motor vehicle in an area of a park at a time when such area is not open to the public except by warranted City personnel or those with the express written permission of the Parks and Recreation Department.

(f) *Impounding Vehicles.* Upon finding a motor vehicle in violation of the Park Rules and Regulations, a police officer may remove such vehicle or cause the same to be removed to a location in or outside the park, where the same may be kept until the owner or his/her authorized representative obtains an order from the City releasing such vehicle to the owner thereof or his/her authorized representative.

(g) *Trucks and Maintenance Vehicles.* No person shall drive a truck, tractor, or other vehicle which is used for the transportation of goods or materials or for maintenance purposes over any park road or any park without the permission of the Parks and Recreation Division Manager and/or the Streets Superintendent. Section 5. Part Nine, Streets and Public Services Code, Chapter 943.17 - Special Events, is hereby amended to read as follows:
(Ord. 2011-O-1882, Passed 5-9-11; Ord. No. 2024-O-2646, § 4, Passed 7-22-24)

943.08 Camping.

No person shall camp in a park other than in a designated area and only with the written permission of the Parks and Recreation Division Manager.
(Ord. 2011-O-1882, Passed 5-9-11)

943.09 Water areas.

(a) No person shall swim in any natural park waters.

(b) No person shall ice skate on park water.

(c) No person shall fish in any park waters except where posted.
(Ord. 2011-O-1882, Passed 5-9-11)

PROTECTION OF THE PARK

943.10 Removal or destruction of property.

(a) No person shall remove any property, or part thereof, from the park which is owned, leased, or otherwise controlled by the City, without the written permission of the Parks and Recreation Division Manager.

(f) Once the alarm user has been mailed notice of the first violation, the 12 month period begins for subsequent violations. If 12 months pass without any violations of this chapter, the next subsequent violation shall be considered to be a first false alarm. If ownership of the premises is transferred a new 12 month period shall begin only if the alarm user also changes.
(Ord. 2013-O-2078, Passed 1-9-13)

952.04 Nuisance abatement fee.

(a) Alarm users shall be notified of any nuisance abatement fee assessed pursuant to this chapter as provided in Section 952.05. Each month assessment letters will be sent to the respective alarm users that have violates this chapter. The assessment letter shall state the monthly amount and total balance due for the 12 month violation period including additional violations within the respective month. All nuisance abate fees shall be paid in full within 30 days. Property owner shall be notified at the address as provided in the Montgomery County Tax Auditor Office.

(b) If the City has not received payment of the Nuisance Abatement Fee within the 30 day period, the City may make a written return or certification to the County Auditor of the amount of the unpaid assessment, plus an additional administrative charge of ten percent including with that certification a proper description of the premises. The assessed amount shall be entered upon the tax duplicate and shall be a lien upon such land from and after the date of the entry and shall be collected as taxes and returned to the City General Fund.

(c) Nothing herein contained in this chapter shall prevent or restrict the City from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any violation or noncompliance or to prosecute under similar State or local criminal statute or ordinance. Such other lawful action shall include, but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. All remedies and penalties provided for in this section shall be cumulative and independently available to the City and the City shall be authorized to pursue any and all remedies set forth in this section or the full extent allowed by law.
(Ord. 2013-O-2078, Passed 1-9-13)

952.05 Notices.

Any notice or order shall be deemed to be properly served if a copy thereof is:

(a) Delivered personally to the alarm user; or

(b) Left at the premises and with someone who is 18 years of age or older; or

(c) Sent by certified, pre-posted U.S. mail, return receipt requested, to the last known address of the alarm user; or

(d) If service is sent by certified, pre-posted U.S. mail and then returned showing that service was refused or unclaimed, or the return receipt is not returned within 14 days after the date of mailing, then notice may be sent by regular U.S. mail to the last known address of the alarm user; or

(e) Posted in a conspicuous place in or about the premises.

(Ord. 2013-O-2078, Passed 1-9-13)

952.06 Appeal.

Prior to certifying a lien to be collected with taxes, the City shall provide the premises owner with notice via certified mail of such intention. The owner shall have 30 days to file an appeal with the City Manager. Appeals must be sent to the City via certified mail. The City Manager shall conduct a hearing within a reasonable time after the date the appeal is filed; however no such hearing shall begin later than 60 days after the City received the notice of appeal unless the appellant consents in writing to such hearing date. The hearing can be by telephone conference if requested by the owner. The sole issue on appeal shall be whether or not the alarms being assessed were false alarms. The owner shall bear the burden of proof.

(Ord. 2013-O-2078, Passed 1-9-13)

952.07 Non-liability of city.

The City of Huber Heights shall not be liable for any failure or neglect to respond appropriately upon receipt of an alarm nor for the failure of the transmission of alarm signals and pre-recorded alarm messages, or the relaying of such signals and messages.

(Ord. 2013-O-2078, Passed 1-9-13)

952.08 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed this chapter, and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases might be declared invalid.

(Ord. 2013-O-2078, Passed 1-9-13)

CHAPTER 953 AUTHORITY, ADMINISTRATION, AND JOINT RESPONSIBILITIES

Sec. 953.01 Joint oversight.

The City hereby directs that the Parks and Recreation Department and the Public Works Division shall jointly administer the City's public tree program. The Parks and Recreation Department and the Public Works Division shall coordinate planning, inventory management, maintenance, planting, removal, and replacements. The Parks and Recreation Department and the Public Works Division shall jointly designate a Tree Program Administrator (may be a volunteer, existing staff, or a contracted arborist), who shall carry out day-to-day supervision of tree program operations and serve as liaison between the departments and the Advisory Tree Board. In the event of disagreement between the Parks and Recreation Department and the Public Works Division, the City Manager shall have final authority to resolve such matters.
(Ord. No. Ord. No. 2025-O-2729, § 1.1, 11-24-25, eff. 12-25-2025)

Sec. 953.02 Advisory tree board role.

The Parks and Recreation Board shall serve as the Advisory Tree Board, for matters of tree planting, species selection, public outreach, inventory review, policy advice, and review of tree-related processes, recommendations of the Advisory Tree Board shall be advisory only and not binding upon the Parks and Recreation Department and the public works division or the City Council, the Parks and Recreation Board shall be responsible for planning the annual recognition of arbor day within the City of Huber Heights.
(Ord. No. Ord. No. 2025-O-2729, § 1.2, 11-24-25, eff. 12-25-2025)

Sec. 953.03 Delegation and cooperation.

Either Department/Division Head shall be authorized to conduct tree activity (e.g. plantings, removals, trimming, etc.). The Tree Program Administrator shall serve to aid communication, share and track information (e.g. inventory database), and create plans and recommendations for the Parks and Recreation Department, the Public Works Division, and the Advisory Tree Board to consider.
(Ord. No. Ord. No. 2025-O-2729, § 1.3, 11-24-25, eff. 12-25-2025)

Sec. 953.04 Funding, budget, and reporting.

The City shall adopt an annual tree care budget within the Parks and Recreation Department and Public Works Division budgets sufficient to carry out the responsibilities under this chapter, including staffing, contracted maintenance, inventory updates, public outreach, and replacement plantings. To maintain Tree City USA status, the City shall document tree-related expenditures equivalent to at least $2.00 per capita. The Tree

Program Administrator shall prepare an annual report to the City Manager and the City Council summarizing program expenditures, plantings, removals, and maintenance activities.
(Ord. No. Ord. No. 2025-O-2729, § 1.4, 11-24-25, eff. 12-25-2025)

CHAPTER 954 TREE INVENTORY REQUIREMENTS AND MONITORING

Sec. 954.01 Inventory establishment.

Within two years after the effective date of this chapter, the City shall compile a baseline public tree inventory covering public trees in rights-of-way, developed park areas, and on operational City lots/building grounds. Undeveloped parcels and undeveloped parkland shall only be included in the inventory as deemed appropriate. Trees located within public rights-of-way that were installed or are maintained by private property owners shall be included in the inventory and identified as such.
(Ord. No. Ord. No. 2025-O-2729, § 2.1, 11-24-25, eff. 12-25-2025)

Sec. 954.02 Inventory maintenance and updates.

The inventory shall be updated to reflect removals, new plantings, maintenance (pruning, staking), health changes, and hazard assessments.
(Ord. No. Ord. No. 2025-O-2729, § 2.2, 11-24-25, eff. 12-25-2025)

Sec. 954.03 Use of inventory for decision-making.

The Parks and Recreation Department and the Public Works Division, in consultation with the Tree Program Administrator, shall use the inventory to identify hazard trees for inspection, to forecast long-term maintenance needs, and to track canopy goals.
(Ord. No. Ord. No. 2025-O-2729, § 2.3, 11-24-25, eff. 12-25-2025)

CHAPTER 955 PLANTING, SPECIES, AND REPLACEMENT STANDARDS

Sec. 955.01 Tree master plan.

Within two years of the ordinance's [from which this chapter derives from] adoption, the Advisory Tree Board shall make a recommendation to the City Council for a Master Tree Plan. Until such plan is adopted, the related decisions and processes shall be carried out by the Department/Division Heads with reference to industry best practices.

The Tree Master Plan shall include:

(1) Approved species list and a process for variances;

(2) Maintenance and care standards;

(3) Public pruning or removal process;

(4) Construction and grading protection plan; and

(5) Education and public involvement plan including annual Arbor Day Observance standards.

(Ord. No. Ord. No. 2025-O-2729, § 3.1, 11-24-25, eff. 12-25-2025)

Sec. 955.02 Emergency/hazard tree response.

Hazard trees shall be assessed promptly (within a reasonable timeframe) by the Tree Program Administrator or a certified arborist and remedied via trimming or removal as needed for public safety. The Parks and Recreation Department and the Public Works Division may act immediately in emergencies without prior permit but must document the action and notify the Advisory Tree Board at the next reporting cycle.

(Ord. No. Ord. No. 2025-O-2729, § 3.2, 11-24-25, eff. 12-25-2025)

CODE COMPARATIVE TABLE

Legislation	Date	Section		Section this Code
			Rnbd	943.01(c)
			as	943.01(b)
		2		943.04
		3		943.06
		4		943.07
		5		943.17
Ord. No. 2024-O-2648	7-30-24 (amd. 11-5-24)	1		Charter § 4.03
		2		Charter § 4.04
		3		Charter § 4.12
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		5		Charter § 5.08
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		7		Charter § 9.07
		8		Charter § 13.08
Memorandum of 02-12-2025	2-12-25			934.02
Ord. No. 2025-O-2683	3-24-25	1		105.01
Ord. No. 2025-O-2685	4-14-25	2 (Exh. A)		303.01
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Ord. No. 2025-O-2711	7-14-25	1 (Att. A)		934.09
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Ord. No. 2025-O-2721	9-22-25	1		168.02
				168.04, 168.05
Ord. No. 2025-O-2727	11-10-25	1		934.04
Ord. No. 2025-O-2729	11-24-25	1.1—1.4	Added	953.01—953.04
		2.1—2.3	Added	954.01—954.03

Legislation	Date	Section		Section this Code
		3.1, 3.2	Added	955.01, 955.02
Ord. No. 2025-O-2733	11-24-25	1 (Exh. A)		934.01—934.12
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CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2026-O-

APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AND/OR RESOLUTIONS AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CITY CODE OF HUBER HEIGHTS, OHIO; PROVIDING FOR THE ADOPTION AND PUBLICATION OF NEW MATTER IN THE UPDATED AND REVISED CITY CODE AS SUPPLEMENT 25; AND REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Municipal Code Corporation has completed its updating and revision of the City Code of Huber Heights, Ohio within Supplement 25; and

WHEREAS, certain provisions within the City Code of Huber Heights, Ohio were changed to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various resolutions and/or ordinances of a general and permanent nature have been passed by the City Council which should be included in the City Code of Huber Heights, Ohio.

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

Section 1. The resolutions and/or ordinances of the City of Huber Heights, Ohio, of a general and permanent nature, as edited, revised, codified and re-codified, rearranged and consolidated into component codes, titles, chapters and sections within Supplement 25 to the City Code of Huber Heights, Ohio for the period of October 1, 2025 to December 31, 2025, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted.

Section 2. The provisions within the City of Huber Heights Code that mirror provisions as contained in the Ohio Revised Code as set forth within Supplement 25 to the City Code of Huber Heights, Ohio for the period of October 1, 2025 to December 31, 2025, a copy of which is available for copying and inspection in the Office of the Clerk of Council, and incorporated herein by this reference, are hereby approved and adopted to conform with current State law.

Section 3. All ordinances and resolutions or parts thereof that are in conflict or inconsistent with any provision of the new matter adopted in Section 1 or 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

(a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to December 31, 2025.

Section 4. Pursuant to Section 5.08(B) of the Huber Heights City Charter, the Clerk of Council shall cause a notice of this proposed adopting Ordinance to be published by posting the notice for at least ten (10) days prior to Council's adoption on the City's website and in not less than three (3) public places within the City and no further publication shall be necessary. Such publication shall constitute sufficient notice of all new material contained therein.

Section 5. 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 6. 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