

Notice of Meeting

CITY COUNCIL WORK SESSION

Tuesday, August 8, 2023

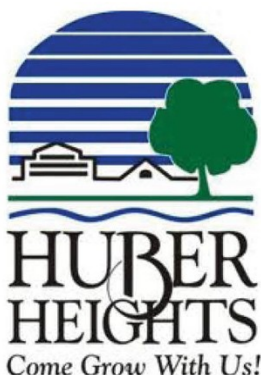
*at or about 6:00 p.m. at City Hall –
Council Chambers – 6131 Taylorsville Road*

Huber Heights Mayor Jeff Gore has scheduled a City Council Work Session to discuss:

- City Manager Report
- Board Of Zoning Appeals Update
- Thomas Cloud Park – Shelter #1 – Roof Repair/Replacement – Award Contract
- Thomas Cloud Park – Walking Paths
- Pickleball Courts – Contract Amendment
- Case BDP 23-17 – BP-OTP, LLC – Rezoning/Basic Development Plan – 4949 Chambersburg Road
- Case RP 23-18 – City Of Huber Heights – Vacate Thorngate Drive
- Fishburg Road Widening Project – Solicit Bids
- 2024 Sidewalk Program – Resolution Of Necessity
- Mast Arm/Stamped Cross Walk Installation – Brandt Pike/Old Troy Pike
- East Sanitary Sewer Extension Project Design – Contract Modification
- Powell Road Realignment Project Design – Award Contract
- Water Infrastructure Update/Water Main Replacement Program
- Metro Rose, LLC – Development Agreement
- CR Dayton – Lease Amendment – 6061 Brandt Pike
- Title Sponsorship – The Big Hoopla’s Hometown Heroes Military Appreciation Night
- City Manager Search Process Update

Please Note:

The meeting will be viewable by the public on live stream available at www.hhoh.org



Distributed – August 3, 2023

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**CITY OF HUBER HEIGHTS
STATE OF OHIO**

City Council Work Session

**August 8, 2023
6:00 P.M.**

City Hall - Council Chambers - 6131 Taylorsville Road - Huber Heights, Ohio

1. **Call Meeting To Order/Roll Call**

2. **Approval Of Minutes**
 - A. July 18, 2023

 - B. July 19, 2023

 - C. July 20, 2023

3. **Work Session Topics Of Discussion**
 - A. City Manager Report

 - B. Board Of Zoning Appeals Update

 - C. Thomas Cloud Park - Shelter #1 - Roof Repair/Replacement - Award Contract

 - D. Thomas Cloud Park - Walking Path

- E. Pickleball Courts - Contract Amendment
- F. Case BDP 23-17 - BP-OTP, LLC - Rezoning/Basic Development Plan - 4949 Chambersburg Road
- G. Case RP 23-18 - City Of Huber Heights - Vacate Thorngate Drive
- H. Fishburg Road Widening Project - Solicit Bids
- I. 2024 Sidewalk Program - Resolution Of Necessity
- J. Mast Arm/Stamped Cross Walk Installation - Brandt Pike/Old Troy Pike
- K. East Sanitary Sewer Extension Project Design - Contract Modification
- L. Powell Road Realignment Project Design - Award Contract
- M. Water Infrastructure Update/Water Main Replacement Project
- N. Metro Rose, LLC - Development Agreement
- O. CR Dayton - Lease Amendment - 6061 Brandt Pike
- P. Title Sponsorship - The Big Hoopla's Hometown Heroes Military Appreciation Night
- Q. City Manager Search Process Update

4. **Adjournment**

**CITY OF HUBER HEIGHTS
STATE OF OHIO**

Council Work Session Meeting Minutes

Name of Body: Council Work Session

Date: August 8, 2023

Time: 6:00 P.M.

Place: City Hall – 6131 Taylorsville Road – Council Chambers

Members Present:

Kathleen Baker, Councilmember
Nancy Byrge, Councilmember
Mark Campbell, Councilmember
Anita Kitchen, Councilmember
Ed Lyons, Councilmember
Don Webb, Councilmember
Jeff Gore, Mayor

Guests Present:

City Staff Present: Mike Gray, Aaron Sorrell, Bryan Chodkowski, Russ Bergman, David Montgomery, and Anthony Rodgers.

Topics of Discussion:

- City Manager Report
- Board Of Zoning Appeals Update
- Thomas Cloud Park – Shelter #1 – Roof Repair/Replacement – Award Contract
- Thomas Cloud Park – Walking Paths

- Pickleball Courts – Contract Amendment
- Case BDP 23-17 – BP-OTP, LLC – Rezoning/Basic Development Plan – 4949 Chambersburg Road
- Case RP 23-18 – City Of Huber Heights – Vacate Thorngate Drive
- Fishburg Road Widening Project – Solicit Bids
- 2024 Sidewalk Program – Resolution Of Necessity
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- East Sanitary Sewer Extension Project Design – Contract Modification
- Powell Road Realignment Project Design – Award Contract
- Water Infrastructure Update/Water Main Replacement Program
- Metro Rose, LLC – Development Agreement
- CR Dayton – Lease Amendment – 6061 Brandt Pike
- Title Sponsorship – The Big Hoopla’s Hometown Heroes Military Appreciation Night
- City Manager Search Process Update

1. **Call Meeting To Order/Roll Call**

Mayor Jeff Gore convened the Council Work Session at 6:00 P.M.

Anthony Rodgers took Roll Call.

2. **Approval of Minutes**

The following minutes were approved unanimously at the beginning of this meeting:

- July 18, 2023

- July 19, 2023
- July 20, 2023

There were no changes or corrections to these minutes as submitted.

This Council Work Session was recorded by the City and the recording of this meeting will be posted to the City's website and will also be maintained by the City consistent with the City's records retention schedule.

3. **Work Session Topics Of Discussion**

City Manager Report

Bryan Chodkowski said the plans for a new Public Works Division facility are on schedule with the project expected to go out to bid in September, 2023 and a contract for construction awarded by the end of 2023. He said the design plans for the CR Dayton property to renovate the south building and demolish the north building have been approved by City Staff. He said the work on the CR Dayton property will begin the week of September 4, 2023 with an expected completion date by the end of 2023. He provided an update on the 25 acres of property at the east end of Carriage Trails Boulevard and Brandt Pike the City acquired from an expedited foreclosure. He said City Staff are in the final stages of preparing a Request For Proposals (RFP) for the development of these 25 acres of property for distribution. He said Sheetz is prepared to close soon on the purchase of 1.6 acres of property for \$1.6 million at the east end of Executive Boulevard and Brandt Pike and the City already sold 17.6 acres of property to RHM Real Estate Group in the same area for \$2.088 million. He said with these sales of property, the City will have recovered 95% of the purchase price of the original parcel (the former Lehman farm) through the sale of 36% of the of the property in the parcel at that location with 34.5 acres of the property remaining for sale by the City. He provided details from the Police Division of an incident involving several juveniles, a pursuit, and some stolen vehicles. He announced the schedule and lineup of events for this weekend's City summer concert series at the Eichelberger Amphitheater.

Bryan Chodkowski answered questions from the City Council regarding items in the City Manager Report and other items.

Board Of Zoning Appeals Update

Eva Newby, Chair of the Board of Zoning Appeals distributed information regarding an update on the Board of Zoning Appeals (see attached). She spoke about the processes and cases involved with the Board of Zoning Appeals.

The City Council posed questions to Eva Newby about the Board of Zoning Appeals and expressed appreciation for the work of Board of Zoning Appeals.

Thomas Cloud Park – Shelter #1 – Roof Repair/Replacement – Award Contract

Mike Gray distributed information and proposed legislation to authorize a contract for the replacement and repair of the roof on Shelter #1 at Thomas Cloud Park (see attached). He said the Public Works Division requests authorization to award a contract to Maxim Roofing at a cost of \$39,000 for roof replacement/repair of Shelter #1 at Thomas Cloud Park.

After discussion, the City Council agreed to recommend that the proposed legislation to authorize a contract for the replacement and repair of the roof on Shelter #1 at Thomas Cloud Park be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

Thomas Cloud Park – Walking Paths

Russ Bergman distributed information regarding a proposed walking path at Thomas Cloud Park along Brandt Pike (see attached). He said this agenda item is for discussion concerning the possible installation of a walking path or widened sidewalk at the front of Thomas Cloud Park along Brandt Pike. He displayed a map is included showing the existing utilities in the area of the proposed path/sidewalk. He said he was looking for feedback and suggestions as to whether or not Council wanted to City Staff to continue work to design a walking path or

widened sidewalk at the front of Thomas Cloud Park along Brandt Pike. He outlined several possible options that might address the right of way limitations due to underground fuel pipelines in the area of the proposed path/sidewalk.

After lengthy discussion, the City Council agreed to recommend that City Staff explore the various options discussed and to place this agenda item on the agenda at the September 5, 2023 Council Work Session for further discussion and an update.

Pickleball Courts – Contract Amendment

Bryan Chodkowski distributed information and proposed legislation to amend the contract between the City and Total Tennis, Inc. for the repair and refurbishment of the City's pickleball courts (see attached). He said Council adopted legislation recently which authorized the City Manager to enter into a contract with Total Tennis, Inc. for the repair and refurbishment of the City's pickleball courts. He said the total cost for this contract is \$191,000. Upon further consideration, he said the City desires to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book standards. He said an amendment to the City's current contract with Total Tennis, Inc. is necessary to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book standards. He said his legislation would authorize an amendment to the scope of the work now under contract with Total Tennis, Inc to ensure the repairs and refurbishment of the City's pickleball courts meet the USA Pickleball Rule Book standards at a cost not to exceed \$240,600.

After discussion, the City Council agreed to recommend that the proposed legislation to amend the contract between the City and Total Tennis, Inc. for the repair and refurbishment of the City's pickleball courts be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

Case BDP 23-17 – BP-OTP, LLC – Rezoning/Basic Development Plan – 4949 Chambersburg Road

Aaron Sorrell distributed information and proposed legislation for Case BDP 23-17 for BP-OTP, LLC at 4949 Chambersburg Road to approve a Rezoning and a Basic Development Plan (see attached). He gave a PowerPoint presentation regarding Case BDP 23-17 (see attached). He said the applicant, BP-OTP, LLC, is requesting approval of a Rezoning from Office (O1) to Planned Commercial (PC) and a Basic Development Plan to construct a 5,915 square foot Wawa convenience store with fueling pumps at this location.

After lengthy discussion, the City Council agreed to recommend that the proposed legislation for Case BDP 23-17 for BP-OTP, LLC at 4949 Chambersburg Road to approve a Rezoning and a Basic Development Plan be placed on the agenda at the September 11, 2023 City Council Meeting for a first reading as non-emergency legislation and a public hearing with the second reading and adoption of the proposed legislation at the September 25, 2023 City Council Meeting.

Case RP 23-18 – City Of Huber Heights – Vacate Thorngate Drive

Aaron Sorrell distributed information and proposed legislation for Case RP 23-18 for the City of Huber Heights to vacate Thorngate Drive (see attached). He gave a PowerPoint presentation regarding Case RP 23-18 (see attached). He said the applicant, the City of Huber Heights, is requesting approval to vacate Thorngate Drive, north of Waynegate Road. He said the remnants of the public right of way will be transferred to the adjacent property owners.

After discussion, the City Council agreed to recommend that the proposed legislation for Case RP 23-18 for the City of Huber Heights to vacate Thorngate Drive be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with the second reading and adoption of the proposed legislation at the August 28, 2023 City Council Meeting.

Fishburg Road Widening Project – Solicit Bids

Russ Bergman distributed information and proposed legislation to solicit bids for the Fishburg Road Widening Project (see attached). He said this legislation will allow the City Manager to solicit bids for the Fishburg Road Widening Project. He said the south side of Fishburg Road will be widened from Old Troy Pike to Tomberg Street to make the road three lanes wide to match the rest of Fishburg Road from Old Troy Pike to Brandt Pike. He said the City has applied through the Ohio Public Works Commission and has received Issue II funding for the construction of this project. He said 49.9% of the cost will be reimbursed from the grant. He said the Capital Issue II Fund will be utilized to cover the City's local share of the cost. He said this item had been discussed at the July 18, 2023 Council Work Session and Council had requested that the Request For Proposals (RFP) be revised for the City to solicit bids with two options for the completion date of this project. He said the revised RFP documents were included in the meeting packet for Council's review.

After discussion, the City Council agreed to recommend that the proposed legislation to solicit bids for the Fishburg Road Widening Project be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

2024 Sidewalk Program – Resolution Of Necessity

Russ Bergman distributed information and proposed legislation to approve a Resolution Of Necessity for the 2024 Sidewalk Program (see attached). He said the Engineering Division has identified properties requiring work within the 2024 Sidewalk Program area. Additionally, he said each property has been measured and an estimate of the repair costs has been completed. He said the first step in the assessment process will be to notify the property owners of the need to repair their sidewalks and/or aprons. He said property owners will have until December 31, 2023 if they wish to hire their own contractor or perform the work themselves.

After discussion, the City Council agreed to recommend that the proposed legislation to approve a Resolution Of Necessity for the 2024 Sidewalk Program be placed on the agenda at the August 21, 2023 City

Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

Mast Arm/Stamped Cross Walk Installation – Brandt Pike/Old Troy Pike

Russ Bergman distributed information regarding the installation of mast arms and stamped crosswalks along Brandt Pike and Old Troy Pike (see attached). He said this agenda item is for discussion regarding the installation of stamped crosswalks and mast arm traffic signals on Brandt Pike and Old Troy Pike upon completion of Ohio Department Of Transportation (ODOT) repaving this fall. He said the average cost to install stamped crosswalks on newly paved intersections is \$25,000 to \$35,000 per intersection. He said the average cost to install mast arm traffic signals at intersections already signalized is approximately \$300,000 to \$400,000 per intersection.

After discussion, the City Council agreed to recommend that City Staff develop a plan with proposed costs for the installation of mast arms and stamped crosswalks along Brandt Pike and Old Troy Pike. The City Council also recommended placing this agenda item on the agenda at a future Council Work Session for further discussion and an update.

East Sanitary Sewer Extension Project Design – Contract Modification

Russ Bergman distributed information and proposed legislation to approve a contract modification for the design work for the East Sanitary Sewer Extension Project (see attached). He said this legislation will allow the modification of the contract with Lockwood Jones and Beals (LJB) to increase the not to exceed amount by \$25,000 to a new total of \$425,000 for the design of the East Sanitary Sewer Extension Project. He said the increase of approximately \$10,000 is necessary to cover the cost for additional Shop Drawing Reviews for two sanitary pump stations by LJB and a subconsultant (Heapy Engineering). He said City Staff are asking for an additional \$15,000 (for a total of \$25,000) to cover any unforeseen technical reviews or other engineering issues that may arise during the construction of the pump stations. He said the Sanitary Sewer Fund will be utilized for this contract modification.

After discussion, the City Council agreed to recommend that the proposed legislation to approve a contract modification for the design work for the East Sanitary Sewer Extension Project be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

Powell Road Realignment Project Design – Award Contract

Russ Bergman distributed information and proposed legislation to award a contract for design work for the Powell Road Realignment Project (see attached). He said three quotes were received for the design of the Powell Road S Curve Realignment Project. He said the three quotes were received from Choice One Engineering at a cost of \$43,100, from Brumbaugh Engineering and Surveying at a cost of \$49,450, and from DLZ at a cost of \$75,946. He said this project consists of realigning approximately 675 lineal feet of Powell Road, ditch relocation, and driveway culvert replacements. He said this legislation will authorize a contract with Choice One Engineering to design the Powell Road S Curve Realignment Project at a cost not to exceed \$50,000. He said the Capital Fund will be utilized for this project.

After discussion, the City Council agreed to recommend that the proposed legislation to award a contract for design work for the Powell Road Realignment Project be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

Water Infrastructure Update/Water Main Replacement Program

Bryan Chodkowski distributed information regarding an update on the City's water infrastructure (see attached). He reviewed the spreadsheet and he said the spreadsheet will continue to be updated for each Council Work Session.

The City Council posed questions to Bryan Chodkowski about the Water Infrastructure Update spreadsheet.

Russ Bergman also provided information regarding the Water Main Replacement Program (see attached) at the request of the City Council.

The City Council had a discussion regarding various aspects of the Water Main Replacement Program.

Metro Rose, LLC – Development Agreement

Bryan Chodkowski distributed information and proposed legislation to authorize the execution of a development agreement with Metro Rose, LLC (see attached). He said earlier in 2023, the City Council approved the Basic Development Plan and Rezoning of the Newbauer Farm on Executive Boulevard for 312 market-rate multifamily housing units. He said the Planning Commission had recently approved the Detailed Development Plan for this project. Based on the information provided to the City by the developer, he said this project will net to the City approximately \$5.4 million over 30 years. He said this agreement also provides the City with a 4-acre lot, at no cost, to develop with a specific focus on the development of a full-service restaurant or brewery-type establishment.

After discussion, the City Council agreed to recommend that the proposed legislation to authorize the execution of a development agreement with Metro Rose, LLC be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

CR Dayton – Lease Amendment – 6061 Brandt Pike

Bryan Chodkowski distributed information and proposed legislation to authorize a lease amendment for CR Dayton Unit #9 at 6061 Brandt Pike (see attached). He said as part of the CR Dayton strip mall renovation project, the City intends to demolish the north strip mall building. He said there is currently one tenant with an active lease in the north building who needs to be relocated to the south strip mall building as part of this project. He said this lease amendment will allow for this relocation so the bigger renovation project may proceed.

After discussion, the City Council agreed to recommend that the proposed legislation to authorize a lease amendment for CR Dayton Unit #9 at 6061 Brandt Pike be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

Title Sponsorship – The Big Hoopla’s Hometown Heroes Military Appreciation Night

Bryan Chodkowski distributed information and proposed legislation to provide a title sponsorship of The Big Hoopla’s Hometown Heroes Military Appreciation Night at the Rose Music Center (see attached). He said The Big Hoopla, which supports the annual NCAA Men's Basketball First Four play-in games, hosts an annual concert for active-duty military personnel and veterans within the region in appreciation for their service and commitment to this country. He said the Big Hoopla’s Hometown Heroes Military Appreciation Night on September 16, 2023, will be held at The Rose Music Center which is owned by the City. He said, in support for The Big Hoopla’s Hometown Heroes Military Appreciation Night, and as a show of gratitude to those who serve, and have served, in the defense of the security of this nation, City Staff recommend that the City provide a Title Sponsorship for The Big Hoopla’s Hometown Heroes Military Appreciation Night on September 16, 2023.

After discussion, the City Council agreed to recommend that the proposed legislation to provide a title sponsorship of The Big Hoopla’s Hometown Heroes Military Appreciation Night at the Rose Music Center be placed on the agenda at the August 21, 2023 City Council Meeting for a first reading as non-emergency legislation with adoption of the proposed legislation at the August 21, 2023 City Council Meeting.

City Manager Search Process Update

Anthony Rodgers distributed information regarding an update on the City Manager search process (see attached). He said he was providing the update on the City Manager search process at the request of the City Council. He said the update would not include information that was discussed in Executive Session by the City Council. He provided the

update to the public and the City Council on the City Manager search process (see attached).

Executive Session – To Consider The Sale Or Other Disposition Of Unneeded Property By Competitive Bid/For Discussions With An Attorney For The City Concerning Disputes That Are The Subject Of Pending Or Imminent Court Action/Preparing For, Conducting, Or Reviewing Negotiations Or Bargaining Sessions With Public Employees Concerning Their Compensation Or Other Terms And Conditions Of Their Employment

Don Webb made a motion to go into Executive Session to consider the sale or other disposition of unneeded property by competitive bid; for discussions with an attorney for the City concerning disputes that are the subject of pending or imminent court action; and preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment at 8:01 P.M. Anita Kitchen seconded the motion. On a call of the vote, Ms. Baker, Mr. Campbell, Mrs. Byrge, Mr. Lyons, Mrs. Kitchen, and Mr. Webb, voted yea; none voted nay. The motion passed 6-0. The Council Work Session went into Executive Session at 8:01 P.M.

The Council Work Session adjourned from Executive Session at 8:21 P.M.

No other actions were taken or decisions made following the Executive Session by the Council Work Session.

Other Business

There was no other business conducted at the Council Work Session.

4. **Adjournment**

Mayor Jeff Gore adjourned the Council Work Session at 8:21 P.M.

AI-9408

Topics of Discussion B.

Council Work Session

Meeting Date: 08/08/2023

Board Of Zoning Appeals Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Board Of Zoning Appeals Update

Purpose and Background

Representatives of the Board Of Zoning Appeals will give an update presentation on the activities and work of the Board Of Zoning Appeals.

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-9360

Topics of Discussion C.

Council Work Session

Meeting Date: 08/08/2023

Thomas Cloud Park - Shelter #1 - Roof Repair/Replacement - Award Contract

Submitted By: Linda Garrett

Department: Public Works

Division: Public Works

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/08/2023

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Thomas Cloud Park - Shelter #1 - Roof Repair/Replacement - Award Contract

Purpose and Background

The Public Works Division requests authorization to award the bid to Maxim Roofing for roof replacement/repair of Shelter #1 at Thomas Cloud Park.

Fiscal Impact

Source of Funds: Parks and Recreation Fund

Cost: \$39,000

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Quotes

Resolution



500 W. Dayton Dr. Fairborn, OH 45324 Phone:937-256-4240 • Fax:937-256-3908 www.maximroofing.com

To: City of Huber Heights

Date: February 20, 2023

Re: Cloud Park Shelter Roofing

Subject to acceptance by March 15th 2023, and to all conditions stipulated in the enclosed "Conditions of Proposal." We are pleased to provide you with this proposal:

Cloud Park

SCOPE OF WORK:

1. Remove the existing roof system and install new eave and rake fascia metal.
2. Install full ice and water shield over the entire roof surface.
3. Furnish and install new R-mer Loc 24 Gauge 18" wide standing seam roof system.
4. Price includes up to 100 sqft of bad wood decking additional will be billed at the quoted rate.

UNIT COST FOR BAD WOOD BILLED IN ADDITION TO THE QUOTED PRICE \$6.00/SQFT

TOTAL PRICE LABOR AND MATERIALS

SHELTER #1 VERTERANS MEMORIAL \$35,350.00

Notes:

1. Taxes are excluded.
2. PREVAILING WAGES ARE EXCLUDED
3. Price is contingent upon normal working hours of Monday – Friday 8:00 a.m. to 5:00 p.m.
4. Any work above this scope will be performed at a rate of \$85.00 per man hour, plus any materials.

TERMS: Negotiable

Please do not hesitate to call if you have any questions. Thank you for the opportunity to provide you with a proposal for your roofing needs.

Jeff Sandlin
(937) 430-5547
jeff.sandlin@maximroofing.com

Acceptance of Proposal

The above price, specifications, attached terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment in full will be made upon completion.

Date of Acceptance _____

Signature _____

Signature _____



A.H. Sturgill Roofing, Inc.
4358 Springfield Street
Dayton, Ohio 45431

Phone: (937) 254-2955
Fax: (937) 254-2956
www.sturgillroofing.com

Proposal

To: City of Huber Heights
RE: Cloud Park Shelter #1 Veterans Memorial

March 6, 2023

Upon your Approval we will proceed as follows.

Scope of Work:

1. To tear off and dispose of the existing roofing down to the deck.
2. To provide and install ice & water shield over the entire roof deck.
3. To provide and install new fascia metal wrap.
4. To provide and install R-Mer Loc 24 ga 18" wide standing seam roof panels.
5. To provide and install all metal flashings.
6. 100 sqft of deteriorated wood deck replacement is included in this proposal. Additional deck will be replaced at a cost of \$7.50 per sq ft.

Labor and Material..... \$44,750.00

Payment is due within 45 days of invoice. Billed upon completion. Proposal must be signed and returned. On any project AH Sturgill reserves the right to require a contract with detailed terms and conditions and progress payment terms. Signing this proposal is agreement to the above terms. Proposal is valid for 30 days.

Thank you for allowing us this opportunity!
Justin Sturgill
AH Sturgill Roofing, Inc.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICE, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT IN FULL WILL BE MADE UPON COMPLETION.

SIGNATURE _____ DATE OF ACCEPTANCE _____

March 2, 2023

City of Huber Heights
6131 Taylorsville Road
Huber Heights, OH 45424

RE: Cloud Park Picnic Shelter #1
4707 Brandt Pike Huber Heights, OH 45424

Approximately 1,200 SF

In accordance with your request, we are pleased to provide this proposal. Roofing work shall be performed according to the following scope of work.

Includes:

1. Set up project in a neat and orderly manner. Project to be kept neat and clean.
2. Remove the existing shingle roof down to the wood deck and properly dispose of.
3. Remove 100 LF of bad wood decking and install new wood decking.
4. Install new 30 lb. roofing felt in shingle fashion to the entire roof surface.
5. Install Garland R-Mer Loc 24 gauge 18" metal roof panel, based on manufactures standard colors.
6. Install new drip edge, gable flashing, and fascia wrap over the existing fascia board.
7. Leave project neat, clean, and free of debris.
8. Furnish Tecta America 2-Year Warranty on Workmanship.

Qualifications:

1. Our price stated in this contract proposal is based upon current material prices. Because of raw material price volatility (**insulation, membrane, metal, and wood products specifically,**) including the price of oil, our material suppliers are unable to provide us with price protection for the materials included within this proposal. Accordingly, should our material prices increase during the term of this proposal, and during the time of performance of work contemplated by this proposal, our price for performance of the work contemplated by this proposal shall be increased by such direct material cost increases.
2. This bid is subject to final adjustment for metal pricing at time of acceptance given current market volatility.
3. Proposal is based on using an AIA standard subcontract or reasonably equivalent form if our proposal / contract form is not acceptable.
4. This proposal is based on negotiable subcontract language; indemnification to the extent caused, preservation of lien rights and acceptable payment terms.
5. If Tecta is delayed in the commencement or prosecution of the work for reasons beyond the Tecta's control, Tecta shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond Tecta's control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.
6. Not based on any prevailing wages.
7. All existing roofing material and trim is assumed to be free from ACM or Lead-based paint. If detected, proper removal will be subject to additional charges.
8. No allowance has been made for snowguards on metal roof areas unless specifically itemized above. Add \$14.00 each for plastic type snowguards installed in adhesive. Call for alternate pricing if other type is desired.

Continue Page 2

PRICE INCLUDES LABOR and MATERIAL.....\$39,108.00

ALTERNATE:

Provide Garland 25 Year Warranty..... ADD \$1,650.00

UNIT COST

Replace bad wood decking..... 8.95 per LF

Replace bad wood fascia..... 7.95 per LF.

Please feel free to call with any questions about the proposal or for more information on other roofing products. I can be reached on my cell phone at 937/380-5209 or at the office 937/938-9022 (direct.)

Respectfully submitted,
Tecta America Zero Company LLC

Bob Willis

Bob Willis
Estimator

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR SERVICES RELATED TO THE REPLACEMENT AND REPAIR OF CITY PROPERTY LOCATED AT THOMAS CLOUD PARK AT SHELTER #1 LOCATED AT 4707 BRANDT PIKE FOR THE CITY OF HUBER HEIGHTS PARKS AND RECREATION DIVISION.

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

WHEREAS, a competitive bidding process was utilized to obtain a reputable firm to provide the services related to the repair and replacement of the roof; and

WHEREAS, pricing for the roof repair and replacement meets the specifications of the Parks and Recreation Division and is available through the general contractor company, Maxim Roofing Company, 500 West Dayton Drive, Fairborn, Ohio, 45324; and

WHEREAS, the funds for the purchase are available within the Capital Fund for Fiscal Year 2023.

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

Section 1. The City Manager is hereby authorized to purchase contractual services related to the roof repair and replacement of City property located at Thomas Cloud Park at Shelter #1 for the Parks and Recreation Division from Maxim Roofing Company for Fiscal Year 2023 in an amount not to exceed \$39,000.00.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9392

Topics of Discussion D.

Council Work Session

Meeting Date: 08/08/2023

Thomas Cloud Park - Walking Path

Submitted By: Stephanie Wunderlich

Department: Engineering **Division:** Engineering

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Thomas Cloud Park - Walking Path

Purpose and Background

This agenda item is for discussion concerning the possible installation of a walking path or widened sidewalk at the front of Thomas Cloud Park along Brandt Pike. A map is included showing the existing utilities in the area of the proposed path.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

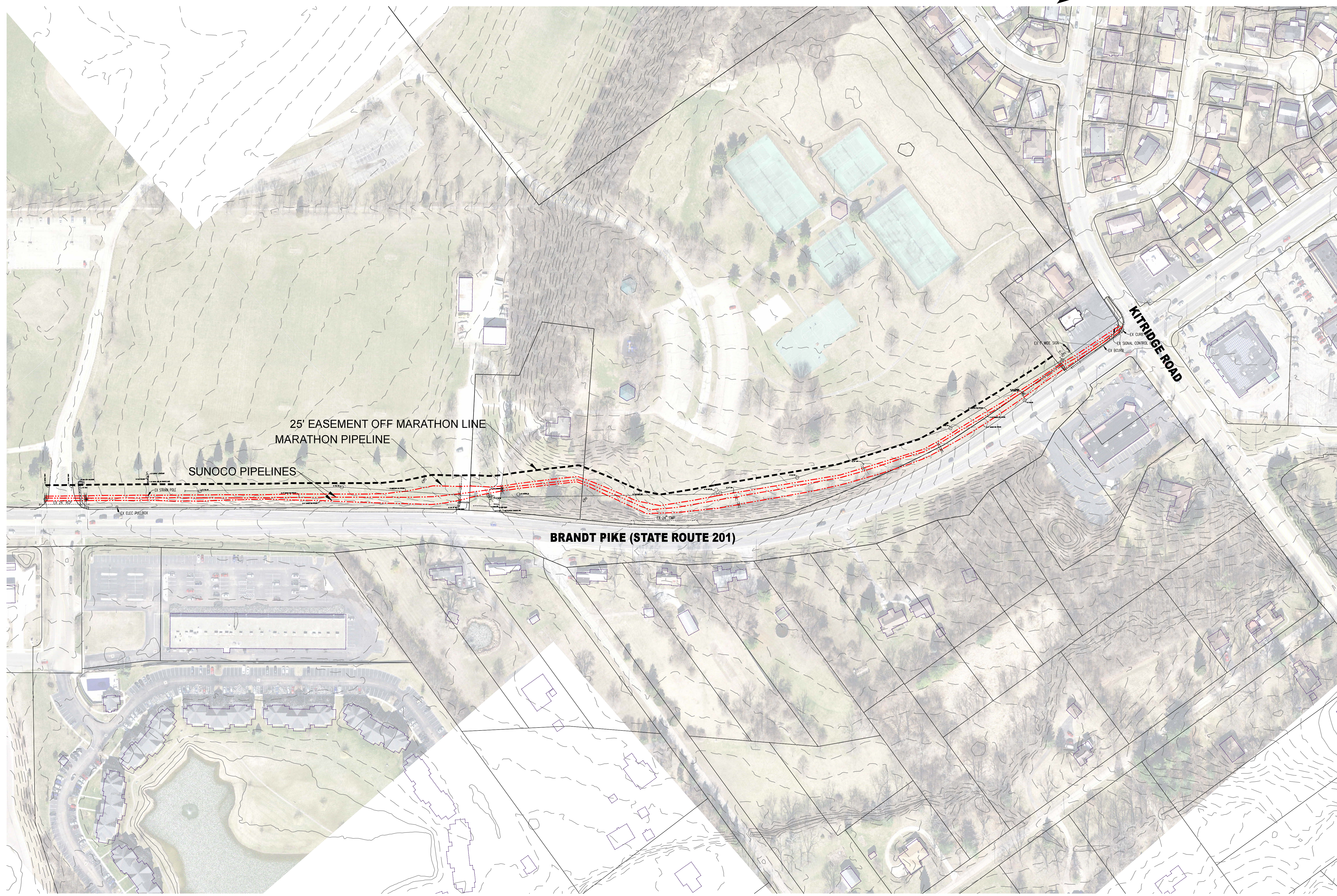
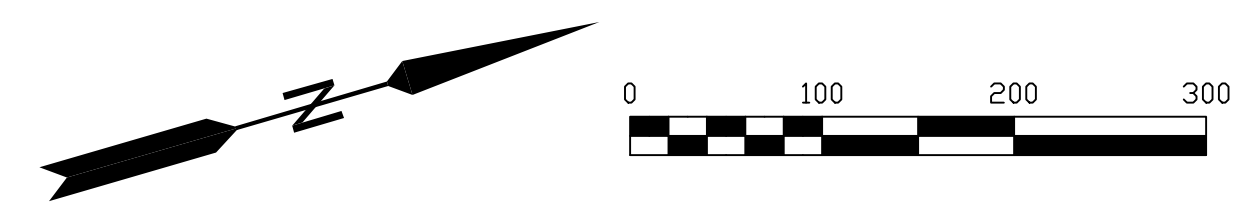
Attachments

Map

Map - Existing Pipeline Locations



1:23,000



25' EASEMENT OFF MARATHON LINE
MARATHON PIPELINE

SUNOCO PIPELINES

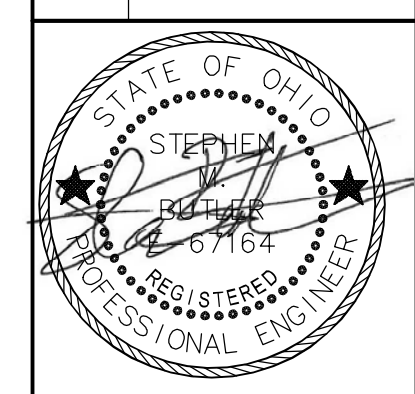
BRANDT PIKE (STATE ROUTE 201)

KITRIDGE ROAD

REVISIONS

Community Civil Engineers, LLC
 2440 DAYTON-XENIA ROAD, SUITE B
 BEAVERCREEK, OHIO 45434
 TEL. 937.490.9460 FAX 937.426.9798

OVERALL PLAN
TOM CLOUD PARK
LEISURE PATH
 CITY OF HUBER HEIGHTS
 MONTGOMERY COUNTY, OHIO 45424
 SECTION 20, TOWN 2E, RANGE 8



DESIGN: DATE: 07/25/2023
 SMB
 DRAWN:
 CHECK: **C1.0**
 JOB #: 23-542

AI-9406

Topics of Discussion E.

Council Work Session

Meeting Date: 08/08/2023

Pickleball Courts - Contract Amendment

Submitted By: Bryan Chodkowski

Department: Public Works

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Pickleball Courts - Contract Amendment

Purpose and Background

The City adopted Resolution No. 2023-R-7294 on June 26, 2023 which authorized the City Manager to enter into a contract with Total Tennis, Inc. for the repair and refurbishment of the City's pickleball courts. The total cost for this contract is an amount not to exceed \$191,000 and provides for a total playing surface of 34' X 58' for courts that measure 20' X 44'. Upon further consideration, the City desires to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book which recommends a total playing surface of 30' X 60'.

An amendment to the City's current contract with Total Tennis, Inc. is necessary to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book standards. This legislation would authorize the City Manager to amend the scope of work now under contract with Total Tennis, Inc to ensure repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book recommended total playing surface of 30' X 60' for a cost not to exceed \$240,600.

Fiscal Impact

Source of Funds: Parks And Recreation Fund

Cost: \$240,600

Recurring Cost? (Yes/No): No

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

Financial Implications:

\$191,000 has already been appropriated to this project. The amendment, if approved, would add \$49,600, for a total appropriation of \$240,600. This appropriation includes a 15% contingency.

Attachments

Resolution

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AMENDING THE CONTRACT BETWEEN THE CITY OF HUBER HEIGHTS AND TOTAL TENNIS, INC. FOR SERVICES RELATED TO PROVIDING FOR THE REPAIR AND REFURBISHMENT OF THE CITY'S PICKLEBALL COURTS.

WHEREAS, the City of Huber Heights (the "City") adopted Resolution No. 2023-R-7294 on June 26, 2023 authorizing the City Manager to enter into a contract with Total Tennis, Inc. for the repair and refurbishment of the City's pickleball courts in an amount not to exceed \$191,000.00; and

WHEREAS, upon further consideration, the City desires to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book recommended standards for a total playing surface of 30' X 60'; and

WHEREAS, an amendment to the City's current contract with Total Tennis, Inc. is necessary to accomplish Council's desire to ensure that the authorized repairs and refurbishment of the pickleball courts meet the USA Pickleball Rule Book standards.

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

Section 1. The City Manager is hereby authorized and directed to amend the scope of work now under contract with Total Tennis, Inc to ensure the repairs and refurbishment of the City's pickleball courts meet the USA Pickleball Rule Book recommended standards for a total playing surface of 30' X 60' for a cost not to exceed \$240,600.00.

Section 2. Monies necessary to fund this contract shall be drawn from the Parks and Recreation Fund line-item 218.216.5730, Capital Improvements.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9388

Topics of Discussion F.

Council Work Session

Meeting Date: 08/08/2023

Case BDP 23-17 - BP-OTP, LLC - Rezoning/Basic Development Plan - 4949 Chambersburg Road

Submitted By: Geri Hoskins

Department: Planning

Division: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/08/2023

Audio-Visual Needs: SmartBoard **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Case BDP 23-17 - BP-OTP, LLC - Rezoning/Basic Development Plan - 4949 Chambersburg Road

Purpose and Background

The applicant, BP-OTP, LLC, is requesting approval of a Rezoning from Office (O1) to Planned Commercial (PC) and a Basic Development Plan to construct a 5,915 square foot Wawa convenience store with fueling pumps.

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

- Staff Report
- Decision Record
- Drawings
- Site Plan
- Elevations
- Floor Plan
- Traffic Impact Study
- Fire Assessment
- Minutes
- Ordinance

Memorandum

Staff Report for Meeting of July 11, 2023

To: Huber Heights City Planning Commission
From: Aaron K. Sorrell, City Planner
Date: July 5, 2023
Subject: BDP 23-17 (Wawa Convenience Store)
4949 Chambersburg Road

Department of Planning and Zoning

City of Huber Heights

APPLICANT/OWNER: BP-OTP, LLC – Applicant
Adam Malonjao - Owner

DEVELOPMENT NAME: Wawa Convenience Store

ADDRESS/LOCATION: 4949 Chambersburg Road

ZONING/ACREAGE: Planned Commercial (PC) / 2.96 Acres
General Office (O-1) / 4.79 Acres

EXISTING LAND USE: Single-family home and vacant ground

ZONING

ADJACENT LAND: North: O-1
East: O-1 & R-4
West: R-1
South: PC

REQUEST: The applicant requests the rezoning of approximately 2.44 acres from O-1 to PC and approval of a Basic Development Plan of 5.41 acres to facilitate the construction of a 5,915 SF Wawa convenience store with fueling pumps.

The remaining northern 2.34 acres will remain undeveloped and retain O-1 zoning.

ORIGINAL APPROVAL: N/A

APPLICABLE HHCC: Chapter 1171, 1176

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

Overview

The applicant seeks to construct a new 5,915 SF Wawa convenience store with eight fueling pumps at the corner of Old Troy Pike and Chambersburg Road. Wawa is entering the Dayton area market, and this will be its first Huber Heights store.

The proposed store will sit on 5.41 acres, of which approximately three (3) acres are zoned Planned Commercial and approximately 2.4 acres are zoned O-1. Convenience stores and fueling stations are permitted in the Planned Commercial District but not the O-1. Thus, a replat and rezoning are included in the Basic Development Plan application.

Nearby commercial and retail uses at this intersection include Walgreens on the southwest corner; KeyBank on the northeast corner; and Speedway at the southeast corner.

Site Characteristics

Approximately half the site is currently developed as a single-family house in a densely wooded and landscaped lot. The other half is wooded, undeveloped land. There is a steep grade change with the plateau of the site approximately 30 feet above the Chambersburg / OTP intersection. The grade change between the road and the site becomes less dramatic as one travels east on Chambersburg and north on Old Troy Pike.

While the proposed store is located in the general clearing of the lot, grading will be required to develop the building pad, parking area, fueling bays and access drives. However, it does appear that grading will end approximately 80 feet from the east property line and have no impact on the home north of the site.

The site has access to all necessary utilities. Additionally, the applicant will dedicate the required right-of-way for the planned Chambersburg widening and multi-use path.

Applicable Zoning Regulations

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

Chapter 1171.05 - Contents of basic development plan, states:

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

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

Chapter 1171.06 - General standards for approval, states:

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

- (a) Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;
- (b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- (c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;
- (d) Shall not impose an undue burden on public services such as utilities, fire and police protection, and schools;

- (e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;
- (f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the existing intended uses, and any part of a PUD not used for structures, parking and loading areas, or accessways;
- (g) Shall preserve natural features such as water courses, trees and rock outcrops, to the degree possible, so that they can enhance the overall design of the PUD;
- (h) Is designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services;
- (i) Shall place underground all electric and telephone facilities, street light wiring and other wiring conduits and similar facilities in any development which is primarily designed for or occupied by dwellings, unless waived by the Commission because of technical reasons;
- (j) Shall not create excessive additional requirements at public cost of public facilities and services and shall not be detrimental to the economic welfare of the community;
- (k) Shall not involve uses, activities, processes, materials, equipment and conditions of operation that shall be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors; and
- (l) Rezoning of the land to the PUD District and approval of the development plan shall not adversely affect the public peace, health, morals, safety or welfare.

Staff Analysis

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

Rezoning Analysis:

The applicant requests the rezoning of approximately 2.44 acres from O-1 General Office to Planned Commercial (PC).

Conformance with Comprehensive Plan

The City's comprehensive plan indicates the site is within the Estates pattern area adjacent to the Southtown pattern area. The Estates development pattern area recognizes that this area is where large-scale development is unlikely to occur and where large-lot residential development is appropriate. This is particularly true on the west side of the pattern area where environmental constraints, such as flooding, limit the development potential.

However, that is not to say the area is determined to be exclusively residential. One of the key elements within the Estates development pattern area is to "allow for incremental, contextually relevant non-residential uses and amenities." This site is on

the east edge of the pattern district, not subject to flooding and at the intersection of two major roadways. Additionally, all necessary utilities are available.

Given the location of this site and its context within the Estate pattern district, staff feels the rezoning from O-1 to PC is consistent with the comprehensive plan.

Basic Development Plan Analysis:

The applicant proposes constructing a 5,915 SF convenience store and four-island fueling center. The applicant has submitted all necessary plans and studies for the Basic Development Plan review.

Conformance With Planned Commercial District Requirements:

Uses: Retail uses and filling stations are principally permitted in the district.

Development Standards:

- The site plan meets all parking and building setback and yard requirements.
- Nineteen street trees are required. The preliminary landscaping plan shows 19 street trees. However, due to grading issues and Chambersburg Road's planned widening, most of them are not near the sidewalk. During the Detailed Development plan review, staff will work with the applicant to place the required trees appropriately.
- The lighting plan submitted with the application meets all requirements. The proposed fixture height is 20 feet, and the fixture types meet the code. The photometric analysis indicates no light trespasses across the property lines.
- The building design substantially meets the exterior material recommendation. Not including glazing, the building's entire exterior is 68% masonry. The front façade is 78% masonry and glazing. Approximately 28% of the exterior is a wood composite accent siding.
- All utilities are below ground.

Parking and Loading:

- The applicant proposes 53 parking spaces, more than the code requires. Parking stall dimensions are 10' x 20', as required.

Landscaping:

- The plans appear to meet the landscaping requirements but will be verified when the detailed development plan is submitted.

Signs:

- A sign package was not submitted with the application and will be reviewed when the detailed development plan is submitted. The elevations indicate three wall signs, and the site plan indicates two monument signs.

Conformance with General Standards of Approval:

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

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

It is the staff's opinion that the proposal is consistent with the comprehensive plan and thoroughfare plan. The site is located at the intersection of arterial and collector streets.

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

While no development schedule has been submitted, the applicant has stated to staff that they will initiate construction shortly after all plans are approved by the City and County. There are no concerns on the part of staff that the applicant would have difficulty financing and constructing the project in a reasonable time.

(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;

It is important to note that the traffic counts were taken when school was in session, and they represent an accurate assessment of the existing peak traffic volume. The traffic study estimates there will be 541 AM and 467 PM weekday peak hour trips.

This store's net new peak hour trips are estimated at 129 AM and 1179 PM. It's important to note that the study estimates that 76% of those trips are pass-by, meaning those vehicles are on the road regardless of whether the Wawa development is constructed.

The traffic study indicates that no drop-down lanes are necessary. The applicant is required to dedicate additional ROW along Chambersburg Road to facilitate the construction of a future roadway widening.

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

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

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

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

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

The staff believes the site plan is generally well arranged, and internal circulation is efficient and compatible with the intended use. Pedestrian connections between the streets and the store are provided. 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 site will retain a significant amount of wooded area to the west and north. Additionally, the existing decorative retaining wall will remain.

(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;

As discussed, the site has significant topographic features. The grading plan illustrates significant grading on the site's west, south and northeast edges. The grading should not impact the properties west or north of the site since there is an adequate buffer between the property lines and the extent of the grading activities. The applicant is grading to a 3:1 slope and providing vegetative ground cover, which will limit erosion.

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

All utilities will be placed underground.

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

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

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

All proposed uses are consistent with the Planned Commercial district zoning being requested as part of this application. The traffic study does not indicate that this development will generate excessive traffic.

(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.

The staff believes the rezoning is consistent with the comprehensive plan and will not adversely affect surrounding properties.

Additional Comments:

Fire: See attached.

City Engineer: The engineer has reviewed the site plan and requested additional right of way along Old Troy Pike and Chambersburg Road. The applicant has indicated that they will revise their plans accordingly.

Recommendation

Staff supports the partial rezoning from General Office (O-1) to Planned Commercial. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the rezoning and Basic Development Plan with the following conditions:

- The applicant shall assess the health of the existing trees along the site's perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
- The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
- Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.
- Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
 - Vehicle sales, rental or service
 - Sweepstakes Cafes
 - Short-term lenders (pay-day lenders, loans against auto titles, etc.)
 - Dry cleaners
 - Outdoor sales and storage, unless approved by the Planning Commission

- The applicant shall submit a revised Basic Development Plan indicating the corrected ROW dedication along Old Troy Pike and Chambersburg Road, as the City engineer requires.

Planning Commission Action

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

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



Planning Commission Decision Record

WHEREAS, on June 16, 2023, the applicant, BP-OTP, LLC, requested approval of a Rezoning from O1 to PC, and a Basic Development Plan. Property is located at 4949 Chambersburg Road, further identified as Parcel Number P70 04004 0017 of the Montgomery County Auditor's May (Case BDP 23-17), and;

WHEREAS, on July 11, 2023, 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, BP-OTP, LLC, for approval of a Rezoning from O1 to PC, and a Basic Development Plan. Property is located at 4949 Chambersburg Road, (Case BDP 23-17), in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, with the following conditions:

1. The applicant shall assess the health of the existing trees along the site's perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
2. The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
3. Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.
4. Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
 - a. Vehicle sales, rental or service
 - b. Sweepstakes Cafes

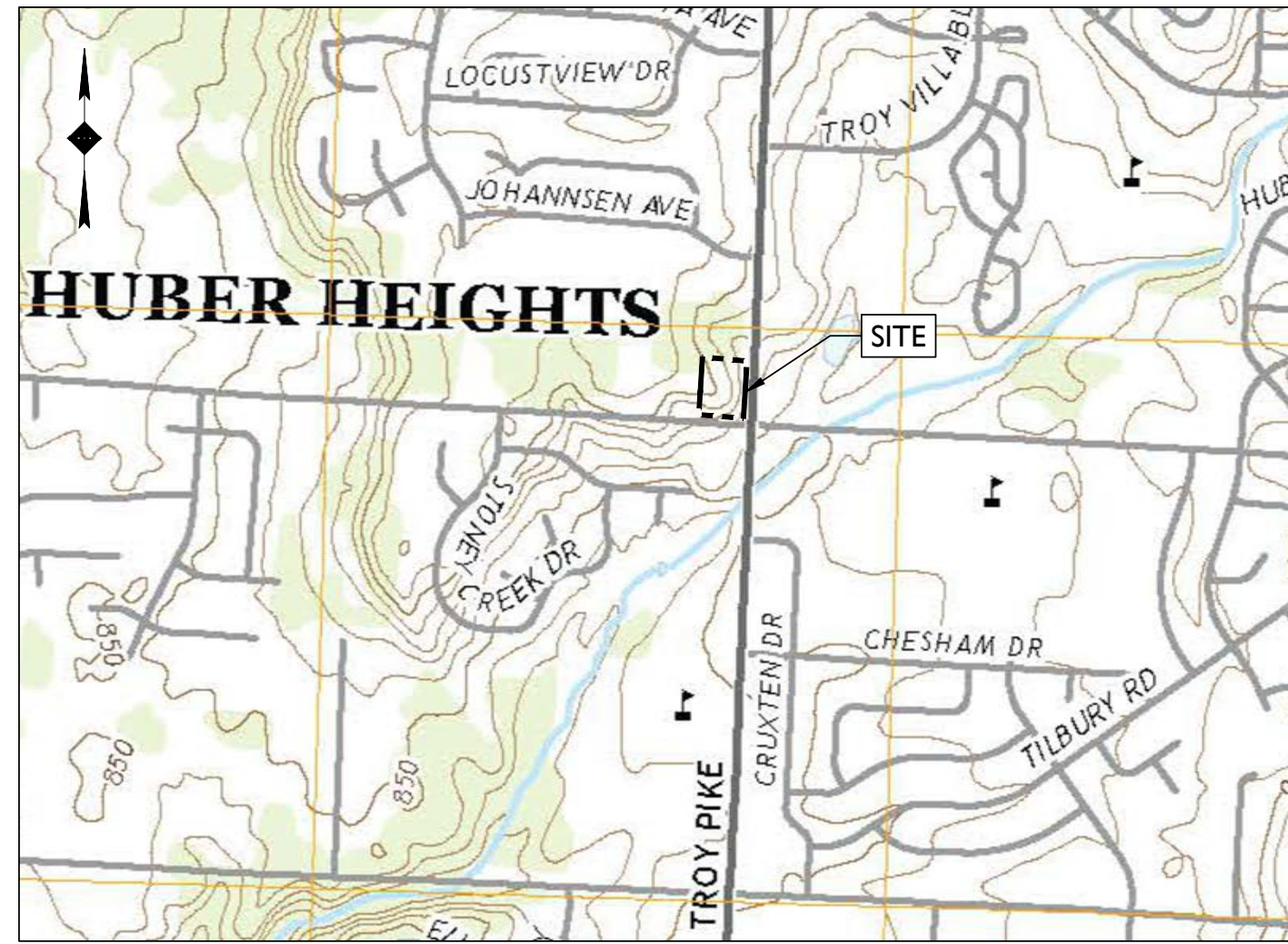
BDP 23-17 – Decision Record

- c. Short-term lenders (pay-day lenders, loans against auto titles, etc.)
 - d. Dry cleaners
 - e. Outdoor sales and storage, unless approved by the Planning Commission
5. The applicant shall submit a revised Basic Development Plan indicating the corrected ROW dedication along Old Troy Pike and Chambersburg Road, as the City engineer requires.

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

Terry Walton, Chair
Planning Commission

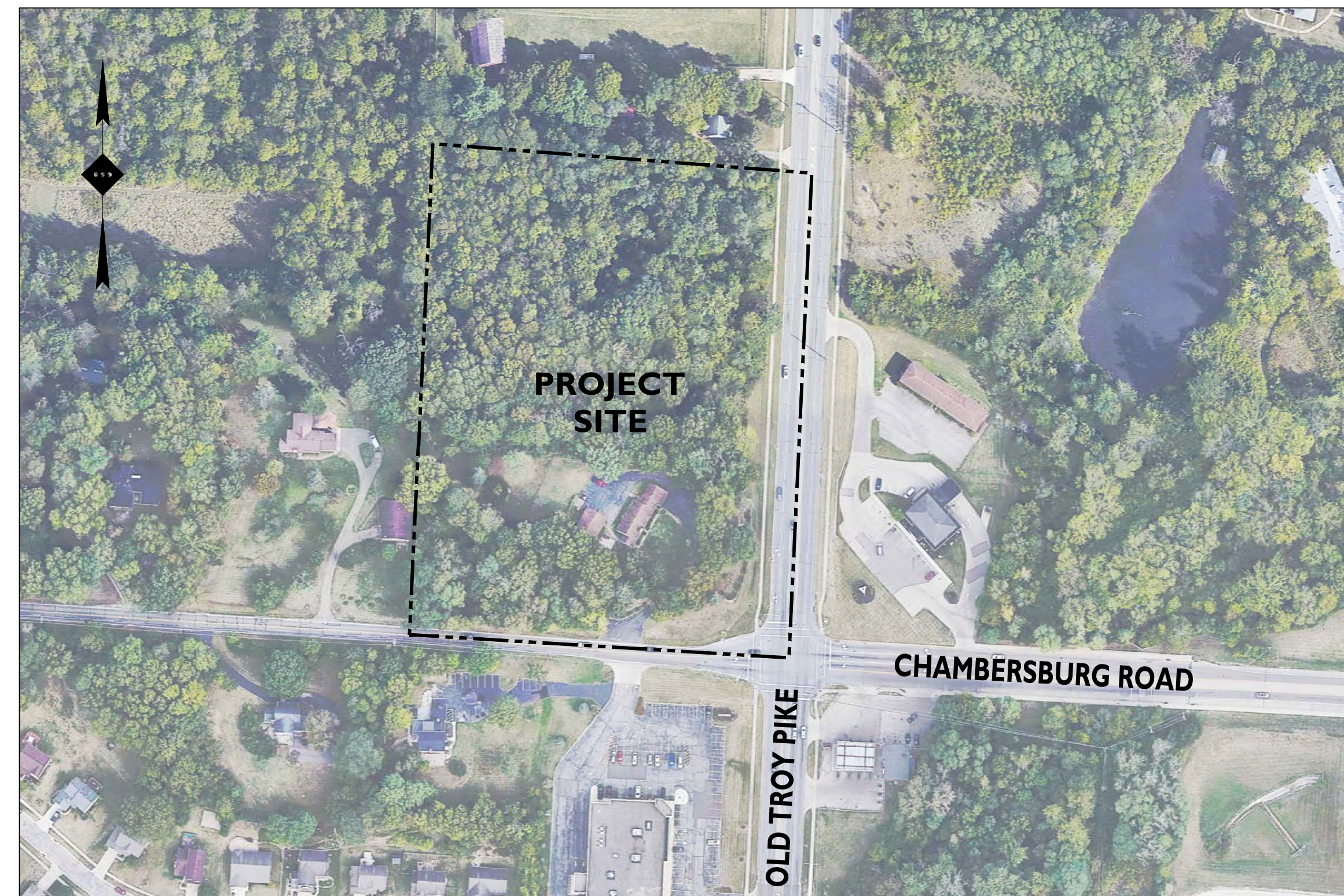
Date



SOURCE: USGS TOPOGRAPHICAL MAPS, DATE RETRIEVED 03/28/2023

LOCATION MAP

SCALE: 1" = 1000'±



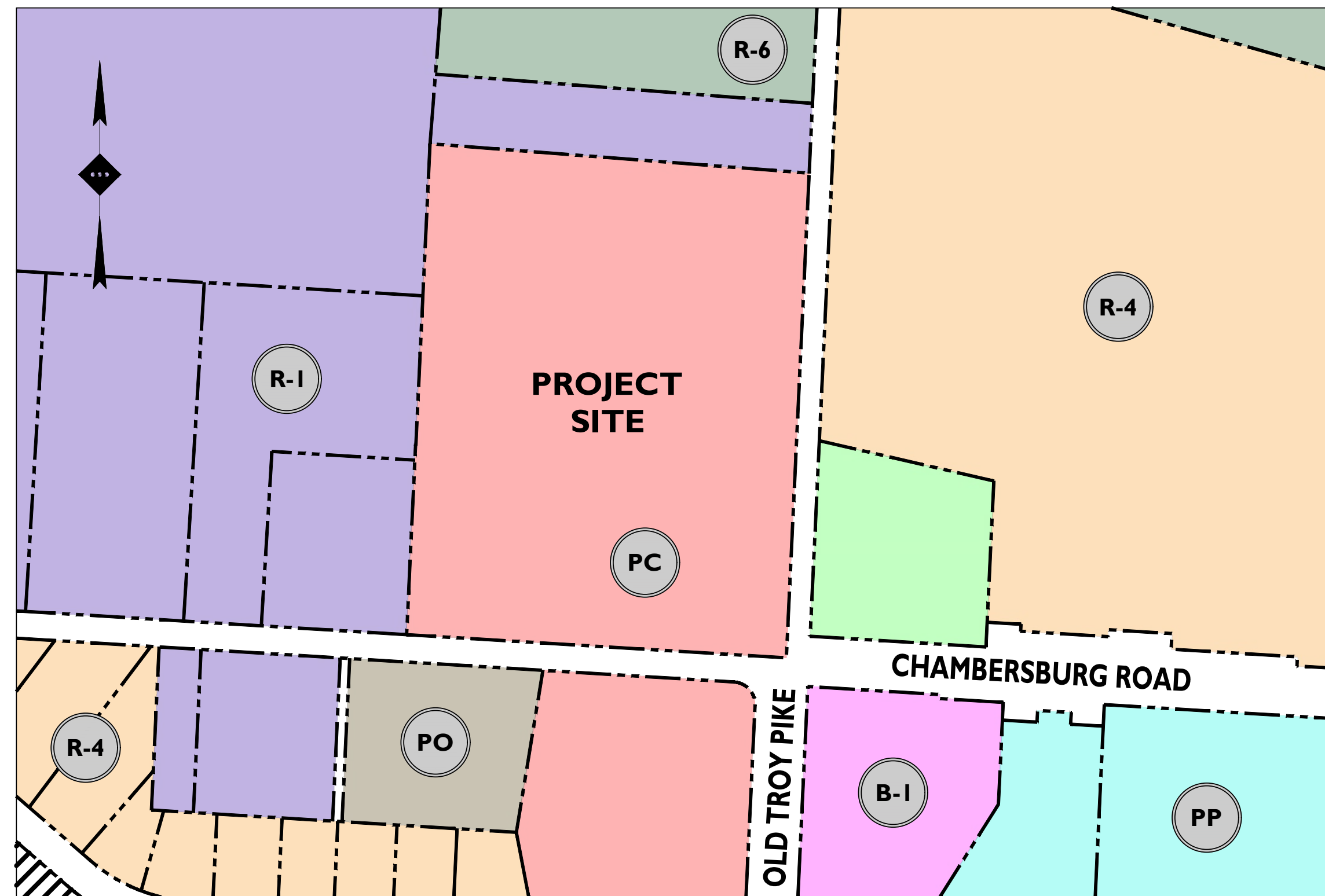
SOURCE: GOOGLE MAPS PRO, DATE RETRIEVED 03/28/2023

AERIAL MAP

SCALE: 1" = 150'±

SITE DEVELOPMENT PLANS FOR **Wawa** CONVENIENCE STORE WITH FUEL SALES WAWA STORE #: 7200

PARCEL ID: P70 04004 0017 & P70 04004 0026
SECTION 28, TOWN 2, RANGE 8 BTM
4949 CHAMBERSBURG ROAD
CITY OF HUBER HEIGHTS, MONTGOMERY COUNTY, OHIO



SOURCE: CITY OF HUBER HEIGHTS ZONING MAP & MONTGOMERY COUNTY GIS, DATE RETRIEVED 03/28/2023

ZONING MAP

SCALE: 1" = 150'±

APPLICANT

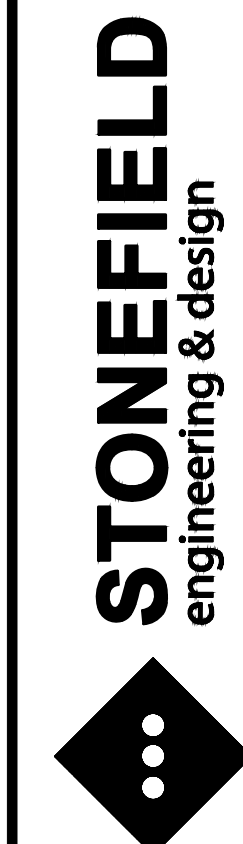
BP-OTP, LLC
20411 WEST 12 MILE ROAD, SUITE 200
CITY OF SOUTHFIELD, MICHIGAN 48076
(248) 797-0003
PATRICK@BLUEPENINSULA.NET

OWNER

ADAM MALONJAO
1480 N 2200 W
SALT LAKE CITY, UTAH 84116

ISSUE	DATE	BY	DESCRIPTION
4	07-28-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB	FOR CLIENT REVIEW

NOT APPROVED FOR CONSTRUCTION



Detroit, MI · New York, NY · Boston, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

WAWA SITE DATA TABLE	
PARCEL ID: P70 04004 0017 & P70 04004 0026	
ADDRESS	4949 CHAMBERSBURG ROAD
JURISDICTION	CITY OF HUBER HEIGHTS
EXISTING ZONING	PLANNED COMMERCIAL & GENERAL OFFICE
LAND USE	OFFICE & COMMERCIAL
TOTAL SITE AREA	338,262 SF
WAWA SITE AREA	247,809 SF
BUILDING AREA	5,915 SF (0.14 AC)
MINIMUM REQUIRED PARKING	1 SPACE PER 125 GFA = 47 SPACES 1 SPACE PER EACH EMPLOYEE = 4 SPACES TOTAL 51 SPACES
PARKING PROVIDED (TOTAL)	53 SPACES (INCLUDING 3 ADA SPACES)
ZONE A	23 SPACES (INCLUDING 3 ADA SPACES)
ZONE B	21 SPACES
ZONE C	10 SPACES (INCLUDING 2 AIR PUMP SPACES)
FRONT YARD SETBACK (CHAMBERSBURG ROAD)	75 FT
FRONT YARD SETBACK (STATE ROAD 202)	75 FT
REAR YARD BUILDING SETBACK	25 FT
REAR PARKING SETBACK	15 FT
FRONT PARKING SETBACK (CHAMBERSBURG ROAD)	25 FT
FRONT YARD SETBACK (STATE ROAD 202)	25 FT
BUILDING TYPE	US9 FB-R
CANOPY CONFIGURATION	STACKED
CANOPY TYPE	SLOPED
NUMBER OF MPD'S	8
TYPE OF MPD'S	(8) 3+1+1

SHEET INDEX	
DRAWING TITLE	SHEET #
COVER SHEET	C-1
SITE PLAN	C-2
GRADING PLAN	C-3
STORMWATER MANAGEMENT PLAN	C-4 & C-5
UTILITY PLAN	C-6
LIGHTING PLAN	C-7
LANDSCAPING PLAN	C-8
LANDSCAPING DETAILS	C-9
FUEL DELIVERY TRUCK CIRCULATION (WB-50)	C-10
STORE DELIVERY TRUCK CIRCULATION (WB-67)	C-11
FIRE TRUCK CIRCULATION (OLD TROY PIKE)	C-12
FIRE TRUCK CIRCULATION (CHAMBERSBURG)	C-13
CONSTRUCTION DETAILS	C-14 THRU C-18

ADDITIONAL SHEETS	
DRAWING TITLE	SHEET #
ALTA / NSPS LAND TITLE SURVEY	100 & 101

LEGAL DESCRIPTION

DESCRIPTION OF 5.4105 ACRES AT OLD TROY PIKE AND CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO:

SITUATED IN THE STATE OF OHIO, COUNTY OF MONTGOMERY, CITY OF HUBER HEIGHTS, LOCATED IN SECTION 28, TOWN 2, RANGE 8 BTM, BEING ALL OF THE 2.968 ACRES CONVEYED TO ADAM MALONJAO IN INSTRUMENT NO. 2019-00018975 AND 2.426 ACRES OF THE 4.7964 ACRES (4.7976 ACRES BY SURVEY) CONVEYED TO ADAM MALONJAO IN INSTRUMENT NO. 2022-00056216, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF OLD TROY PIKE (STATE ROUTE 202) AND THE CENTERLINE OF CHAMBERSBURG ROAD (60' WIDE), BEING THE POINT OF BEGINNING;
THENCE WESTERLY ALONG THE CENTERLINE OF CHAMBERSBURG ROAD, NORTH 85°30'17" WEST, 513.31 FEET TO THE SOUTHEASTERLY CORNER OF THE 2.992 ACRE PARCEL CONVEYED TO JOSEPH NAHUM IN IR#2018-00050848 AND THE SOUTHWESTERLY CORNER OF SAID 2.968 ACRE PARCEL;
THENCE NORTHERLY, ALONG THE COMMON LINE NAHUM & MALONJAO, NORTH 3°43'44" EAST, 463.55 FEET;
THENCE EASTERLY, ALONG A NEW DIVISION LINE THROUGH THE 4.7964 ACRE MALONJAO PARCEL, SOUTH 84°33'23" EAST, 513.21 FEET TO THE CENTERLINE OF OLD TROY PIKE;
THENCE SOUTHERLY ALONG THE CENTERLINE OF OLD TROY PIKE, SOUTH 3°41'37" WEST, 455.06 FEET, BEING AT THE POINT OF BEGINNING, CONTAINING 5.4105 ACRES OF LAND MORE OR LESS.
BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF OLD TROY PIKE (SOUTH 3°41'37" WEST) AS DETERMINED BY GPS OBSERVATIONS UTILIZING THE ODOT VRS/RTK NETWORK, OHIO STATE PLANE COORDINATE SYSTEM, NAD 83(2011).

PLANS PREPARED BY:



Rutherford, NJ · New York, NY · Boston, MA
Princeton, NJ · Tampa, FL · Detroit, MI
www.stonefieldeng.com

Headquarters: 92 Park Avenue, Rutherford, NJ 07070
Phone 201.340.4468 · Fax 201.340.4472

PLAN REFERENCE MATERIALS:

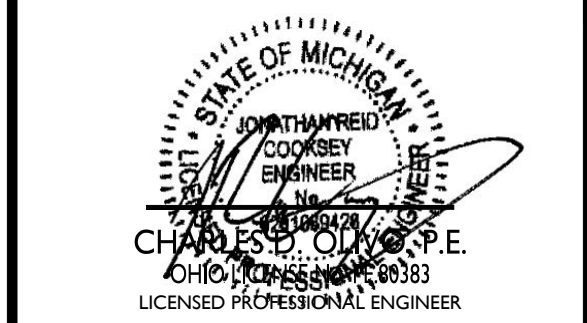
- THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO:
 - ALTA / NSPS LAND TITLE SURVEY PREPARED BY RVP SURVEYING, DATED 03/24/2023
 - GEOTECHNICAL REPORT PREPARED BY INTERTEK PSI, DATED 02/13/2023
 - PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT PREPARED BY INTERTEK PSI DATED JANUARY 31, 2023.
 - LOCATION MAP OBTAINED FROM UNITED STATES GEOLOGICAL SURVEY, DAYTON NORTH QUADRANGLE, OHIO - MONTGOMERY COUNTY, 7.5-MINUTE SERIES, DATED 2019.
 - ZONING MAP OBTAINED FROM CITY OF HUBER HEIGHTS GIS
 - AERIAL MAP PROVIDED BY GOOGLE EARTH PRO, DATE RETRIEVED 03/28/2023
- ALL REFERENCE MATERIAL LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.



Know what's below
Call before you dig.

SITE DEVELOPMENT PLANS PROPOSED CONVENIENCE STORE WITH GAS PUMPS

PARCEL ID: P70 04004 0017 & P70 04004 0026
4949 CHAMBERSBURG ROAD
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO

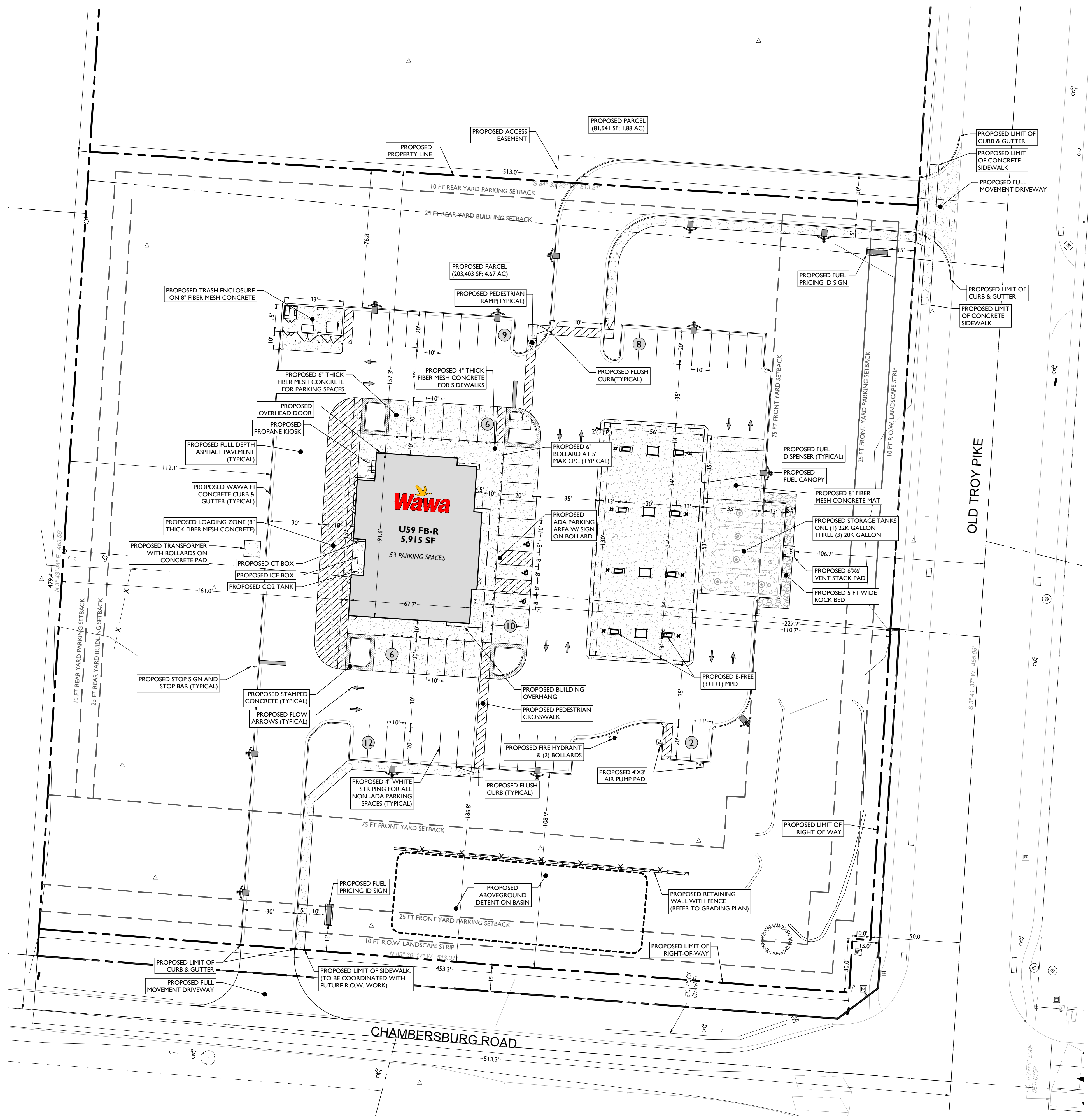


SCALE: AS SHOWN PROJECT ID: DET-220205

TITLE:
COVER SHEET
DRAWING:
C-1

V:\P70202205\2205.BLUEPENINSULA-4949.CHAMBERSBURG.ROAD.HUBER.HEIGHTS.DOC\DRAWING\COVER.DWG

V:\072021\DET22020 BLUE REVISED - 481 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO\CDR\072021\DET22020.DWG



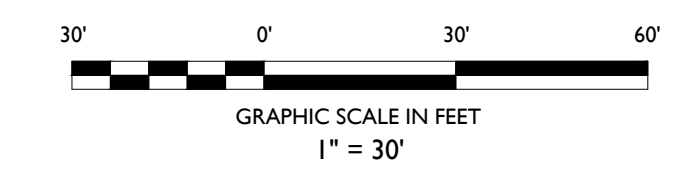
LAND USE AND ZONING		
PARCEL ID: P70 04004 0017 & P70 04004 0026		
PLANNED COMMERCIAL (PC) & GENERAL OFFICE (O-1)		
PROPOSED USE	FILLING STATION	PERMITTED USE
	CONVENIENCE STORE	PERMITTED ACCESSORY USE
ZONING REQUIREMENT	REQUIRED	PROPOSED
MINIMUM LOT AREA	N/A	202,375 SF (4.65 AC)
MINIMUM LOT WIDTH	N/A	513.0 FT
MAXIMUM IMPERVIOUS COVERAGE	N/A	-
MAXIMUM BUILDING HEIGHT	N/A	-
MINIMUM FRONT YARD SETBACK	75 FT	186.8 FT
MINIMUM RIGHT-OF-WAY SETBACK	75 FT	186.8 FT
MINIMUM SIDE YARD SETBACK	N/A	161.0 FT
MINIMUM REAR YARD SETBACK	N/A	157.3 FT
MINIMUM RIGHT-OF-WAY PARKING SETBACK	25 FT	108.9 FT
MINIMUM NON-BUSINESS PARKING SETBACK	15 FT	108.9 FT

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 1185.12.C.6.B	FILLING STATIONS: 1 SPACE PER 125 SF. PLUS 1 SPACE / EMPLOYEE (5,915 SF / (125 SF) = 47 SPACES (4 EMPLOY / (1 / EMPLOY)) = 4 SPACES TOTAL: 47 + 4 = 51 SPACES	53 SPACES
§ 1185.03.A	PARKING DIMENSIONS: 10 FT x 18 FT, 25 FT AISLES	10 FT x 20 FT, 30 FT AISLES
§ 1185.13.B.1	LOADING: 1 SPACE, 10 FT x 25 FT	1 SPACE 18 FT x 152 FT
§ 1185.06.A	INTERIOR PARKING LANDSCAPING 5% OF TOTAL AREA (25,141 SF)(0.05) = 1,257 SF	2,246 SF

SIGNAGE REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 1189.07.B	QUANTITY: 1 GROUND SIGN PER FRONTAGE (1 SIGN) / (2 FRONTAGES) = 2 SIGNS	2 SIGNS
§ 1189.05.B.1	RIGHT-OF-WAY SETBACK: 15 FT	15 FT
§ 1189.07.B	SIGNAGE AREA: 75 SF	< 75 SF

SYMBOL	DESCRIPTION
---	PROPERTY LINE
---	SETBACK LINE
---	PROPOSED CURB & GUTTER
---	PROPOSED FLUSH CURB
○	PROPOSED SIGNS / BOLLARDS
X	PROPOSED FENCE
▭	PROPOSED BUILDING
▭	PROPOSED CONCRETE
▭	PROPOSED RETAINING WALL
▭	PROPOSED BUILDING DOORS
○	PROPOSED AREA LIGHT

- GENERAL NOTES**
- THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC PRIOR TO THE START OF CONSTRUCTION.
 - THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
 - ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC, AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
 - THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
 - THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
 - THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
 - THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
 - THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
 - THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
 - THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
 - SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC, BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.



REVISE FOR RIGHT-OF-WAY TAKE	REVISED FOR BASIC DEVELOPMENT PLAN REVIEW	FOR BASIC DEVELOPMENT PLAN REVIEW	FOR CLIENT REVIEW	ISSUE	DATE	BY	DESCRIPTION
4	07-08-2023	KH					
3	06-09-2023	KH					
2	05-10-2023	KH					
1	04-13-2023	NB					

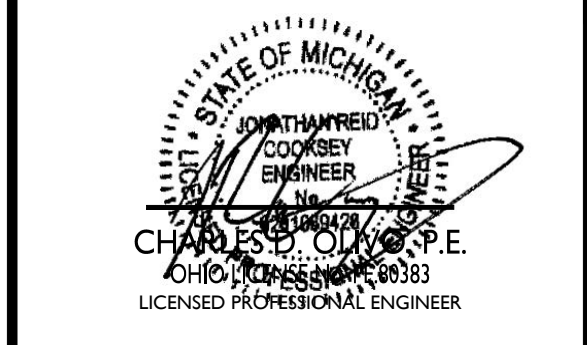
NOT APPROVED FOR CONSTRUCTION

STONEFIELD
engineering & design

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607 Shelby Suite 200, Detroit, MI 48226
 Phone 248.247.1115

SITE DEVELOPMENT PLANS
PROPOSED CONVENIENCE STORE WITH GAS PUMPS



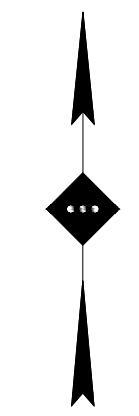
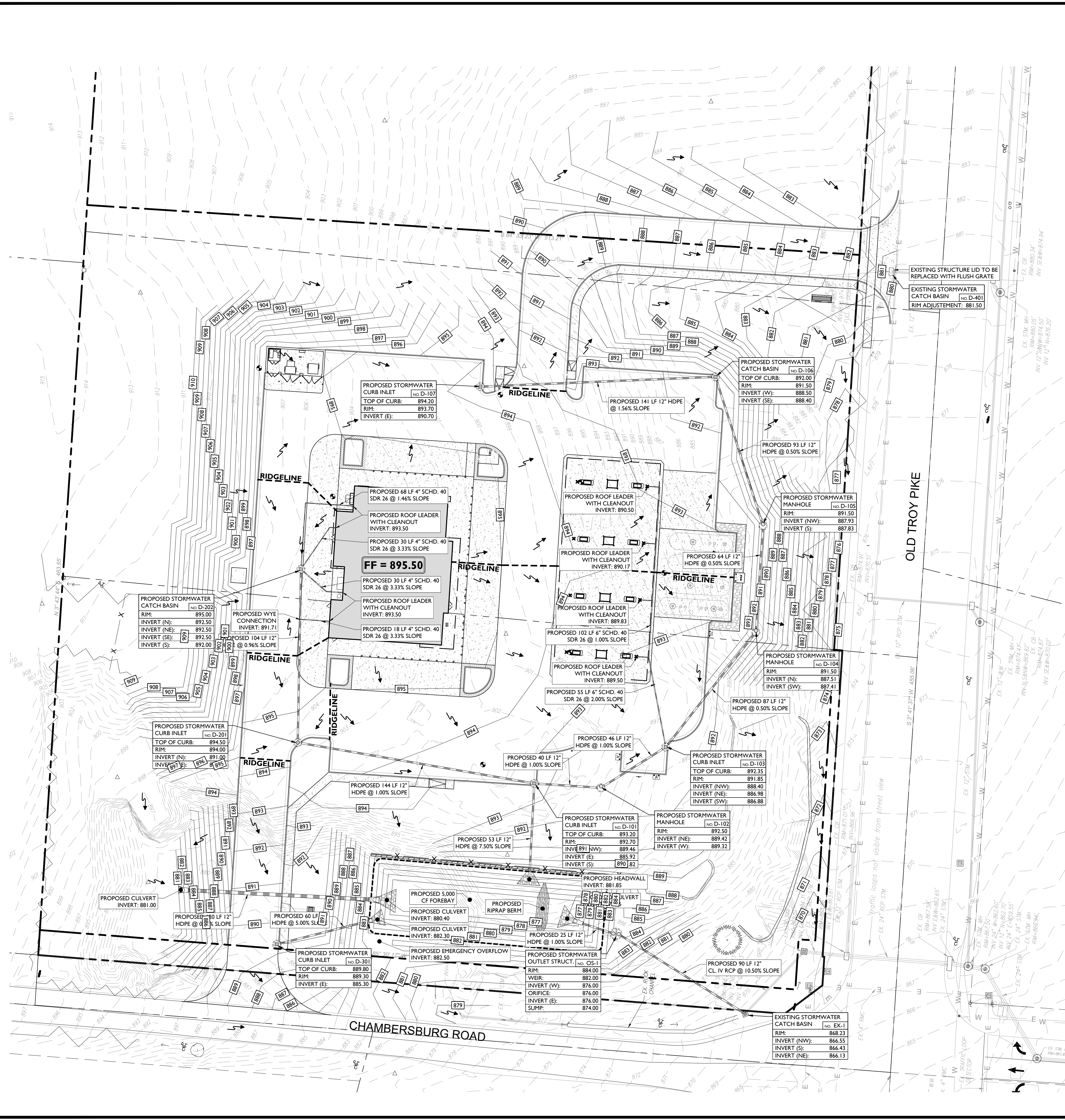
STONEFIELD
engineering & design

SCALE: 1" = 30' PROJECT ID: DET-220205

TITLE: **SITE PLAN**

DRAWING: **C-2**

NOTICE: 2025-01-20 10:50 AM BLUE PENN. 4441 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO CAD/PLOT/STATION/DATE/SCALE



SYMBOL	DESCRIPTION
	PROPERTY LINE
	PROPOSED GRADING CONTOUR
	PROPOSED GRADING RIDGELINE
	PROPOSED STORMWATER STRUCTURES
	PROPOSED STORMWATER PIPING
	PROPOSED UNDERGROUND OUTLET STRUCTURE

REVISION	DATE	ISSUE	DESCRIPTION
4	07-08-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB	FOR CLIENT REVIEW

NOT APPROVED FOR CONSTRUCTION

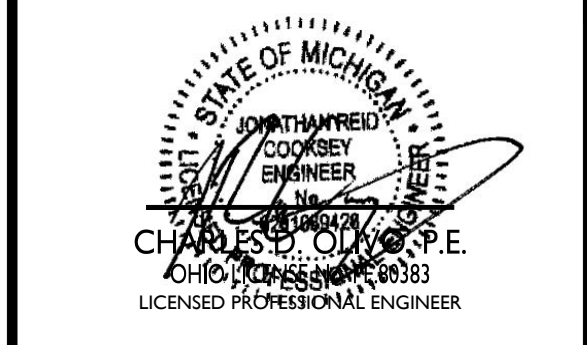
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Phone 248.247.1115

SITE DEVELOPMENT PLANS

PROPOSED CONVENIENCE STORE WITH GAS PUMPS



STONEFIELD
engineering & design

SCALE: 1" = 30' PROJECT ID: DET-220205

TITLE: STORMWATER MANAGEMENT PLAN

DRAWING: C-4

CITY OF HUBER HEIGHTS STANDARD UTILITY NOTES:

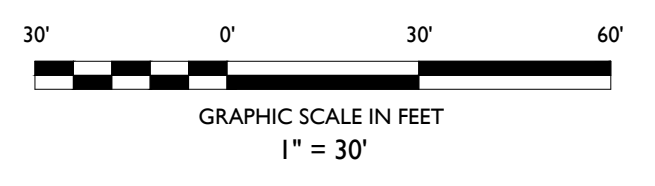
- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF HUBER HEIGHTS SPECIFICATIONS AND STANDARD DRAWINGS. IF NO CITY STANDARD IS AVAILABLE THEN STANDARD DRAWINGS AND SPECIFICATIONS FROM THE MONTGOMERY COUNTY, OHIO ENGINEERING DEPARTMENT OR THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION "CONSTRUCTION & MATERIALS SPECIFICATIONS" (LATEST EDITION) SHALL BE FOLLOWED.
- ALL UTILITY TRENCH EXCAVATION WITHIN THE EXISTING AND PROPOSED RIGHT-OF-WAY AND EASEMENTS SHALL BE BACKFILLED WITH GRANULAR FILL MATERIAL IN ACCORDANCE WITH CITY SPECIFICATIONS AND COMPACTED BEFORE SUB-GRADE APPROVAL.
- ALL UNDERGROUND UTILITY SERVICE LATERALS ARE TO BE INSTALLED FROM MAIN TO RIGHT-OF-WAY LINE BEFORE STREETS ARE SURFACED.
- ALL CATCH BASINS (CURB AND GUTTER INLET) ODOT TYPE 3A UNLESS OTHERWISE SPECIFIED. THE CASTING HOOD SHALL HAVE "DUMP NO WASTE" LETTERING AND FISH IMAGE.
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE ASTM C-76, CLASS IV, UNLESS OTHERWISE NOTED.
- ALL MANHOLES TO BE TYPE "A", UNLESS OTHERWISE NOTED.
- CHANNEL BOTTOMS OF ALL MANHOLES.
- CURB RAMPS TO BE LOCATED AS INDICATED ON PLANS AND CONSTRUCTED IN ACCORDANCE WITH CITY SPECIFICATIONS.
- CONCRETE CURBING TO BE A TYPE SPECIFIED IN THE CITY OF HUBER HEIGHTS STANDARD DRAWINGS. EXTRUDED OR PRECAST CURB IS NOT PERMITTED.
- ALL FIELD TILE ENCOUNTERED SHALL BE REPLACED OR CONNECTED TO THE STORM SEWER SYSTEM.
- SITE GRADING WITHIN SUBDIVISIONS SHALL BE SUCH THAT ALL LOTS WILL READILY DRAIN. LOTS SHALL HAVE A 1.5% MINIMUM SLOPE IN GRASS AREAS OVERLAND FLOW ON LOTS SHALL BE LIMITED TO A MAXIMUM DISTANCE OF THREE HUNDRED (300) FEET UNLESS APPROVED BY THE CITY ENGINEER.
- ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION ACCORDING TO THE BEST AVAILABLE INFORMATION. FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: THE OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 1-800-362-2744; THE DAITON POWER & LIGHT CO. AT 937-866-3303; AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NON-MEMBERS OF OUPS.
- THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO CONTROL SOIL EROSION AND SEDIMENTATION THROUGH THE LIFE OF THE CONTRACT. THESE MAY INVOLVE THE USE OF HAY AND STRAW BALES, DIKES, SEDIMENT PITS, MULCHES, FILTER FABRICS AND OTHER DEVICES AND METHODS. PARTICULAR CARE SHALL BE TAKEN TO AVOID EROSION AND SEDIMENTATION ON EXISTING PAVED AND GRAVELED AREAS.
- ROOF AREA DRAIN LINES SHALL NOT BE EXTENDED THROUGH CURBS BUT SHALL BE DIRECTLY CONNECTED TO THE STORM SEWER SYSTEM.
- ALL METAL CASTINGS SHALL BE PAINTED WITH TWO COATS OF BLACK ASPHALTUM PAINT.
- ALL STRUCTURAL ELEMENTS SHALL BE PROTECTED AND OR REFERENCED BY THE CONTRACTOR. MONUMENTS SHOWN ON THE PLANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DETAILS SHOWN ON MONTGOMERY COUNTY STANDARD CONSTRUCTION DRAWING M-C-1. MONUMENT BOXES SHALL BE LOCATED AT ROADWAY PI, PC, PT POINTS AS WELL AS CROSS STREETS CENTERLINE.
- CONSTRUCTION STAKING MUST BE FURNISHED FOR THE CITY INSPECTOR TO VERIFY CONFORMANCE TO THE DESIGN PLAN. CONSTRUCTION STAKING IS REQUIRED AT SUFFICIENT DENSITY TO ENSURE THE CITY INSPECTOR CAN VERIFY THE WORK PERFORMED BY THE CONTRACTOR. CONTACT THE CITY INSPECTOR TO ENSURE ADEQUATE CONSTRUCTION STAKING IS FURNISHED.
- ALL SURVEY MUST BE PERFORMED BY THE STATE OF OHIO LICENSED SURVEYOR.

DRAINAGE AND UTILITY NOTES

- THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR STORMWATER IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IN WRITING.
- CONTRACTOR SHALL START CONSTRUCTION OF STORM LINES AT THE LOWEST INVERT AND WORK UP-GRADE.
- THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IMMEDIATELY IN WRITING.
- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

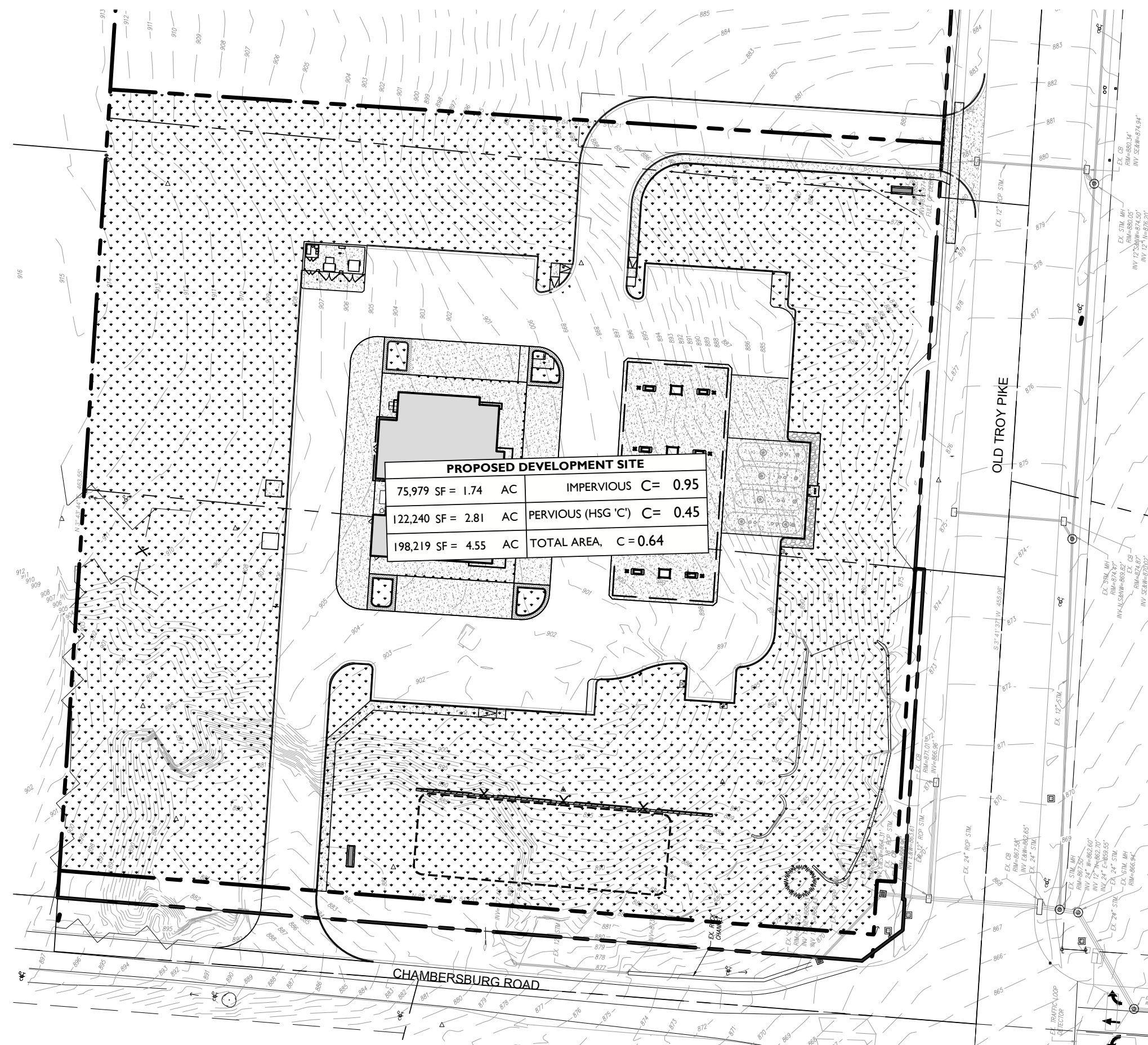
EXCAVATION, SOIL PREPARATION, AND DEWATERING NOTES

- THE CONTRACTOR IS REQUIRED TO REVIEW THE REFERENCED GEOTECHNICAL DOCUMENTS PRIOR TO CONSTRUCTION. THESE DOCUMENTS SHALL BE CONSIDERED A PART OF THE PLAN SET.
- THE CONTRACTOR IS REQUIRED TO PREPARE SUBGRADE SOILS BENEATH ALL PROPOSED IMPROVEMENTS AND BACKFILL. ALL EXCAVATIONS IN ACCORDANCE WITH RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER OF RECORD.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHORING FOR ALL EXCAVATIONS AS REQUIRED. CONTRACTOR SHALL HAVE THE SHORING DESIGN PREPARED BY A QUALIFIED PROFESSIONAL SHORING DESIGNER. THESE DESIGNS SHALL BE SUBMITTED TO STONEFIELD ENGINEERING & DESIGN, LLC AND THE OWNER PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL OPEN EXCAVATIONS ARE PERFORMED AND PROTECTED IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DEWATERING DESIGN AND OPERATIONS, AS REQUIRED, TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL OBTAIN ANY REQUIRED PERMITS FOR DEWATERING OPERATIONS AND GROUNDWATER DISPOSAL.

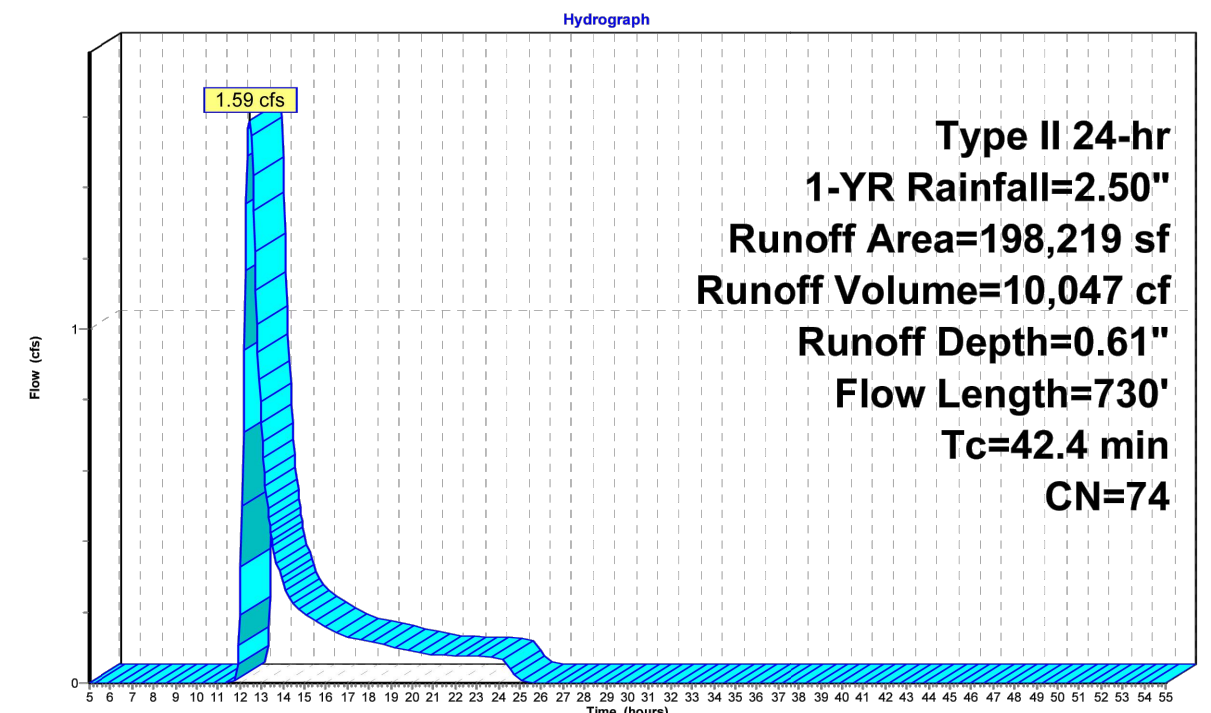




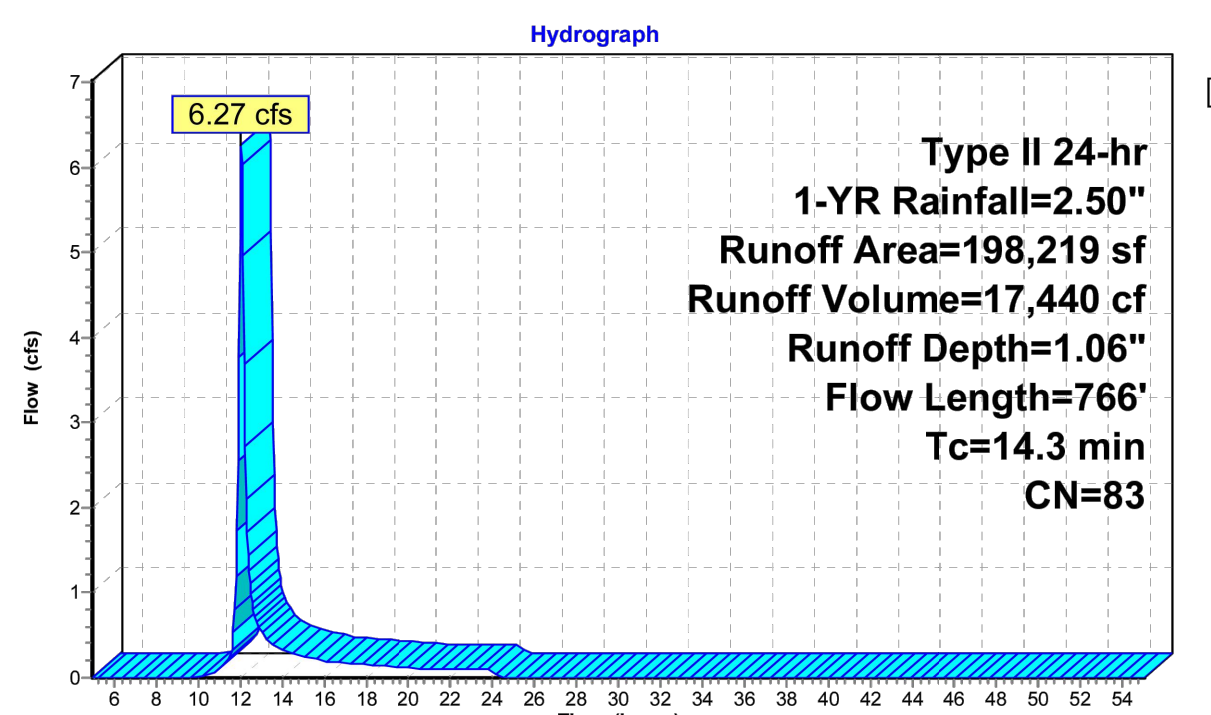
EXISTING SITE COVERAGE
GRAPHIC SCALE IN FEET
1" = 60'



PROPOSED SITE COVERAGE
GRAPHIC SCALE IN FEET
1" = 60'



EXISTING SITE: 1-YEAR EVENT



PROPOSED SITE: 1-YEAR EVENT

CRITICAL STORM EVENT
17,440 CF / 10,047 CF = 1.735 = 73.5% INCREASE

Percent Increase in Runoff Volume From a 1 Year Frequency 24 Hour Storm		
equal or greater than (percent)	less than (percent)	Storm Frequency (years)
-	10	1
10	20	2
20	50	5
50	100	10
100	250	25
250	500	50
500	-	100

PROPOSED STORMWATER BASIN - 10-YEAR EVENT

2023-03-30 TR55 County Analysis Type II 24-hr 10-YR Rainfall=4.00"
Prepared by Stonefield Engineering & Design Printed 3/31/2023
HydroCAD® 10.20-2f s/n 10626 © 2022 HydroCAD Software Solutions LLC

Summary for Pond 1P: DETENTION POND 2

[92] Warning: Device #3 is above defined storage
Inflow Area = 198,219 sf, 38.33% Impervious, Inflow Depth = 2.29" for 10-YR event
Inflow = 13.66 cfs @ 12.06 hrs, Volume= 37,764 cf
Outflow = 1.57 cfs @ 12.66 hrs, Volume= 37,764 cf, Atten= 89%, Lag= 35.6 min
Primary = 1.57 cfs @ 12.66 hrs, Volume= 37,764 cf

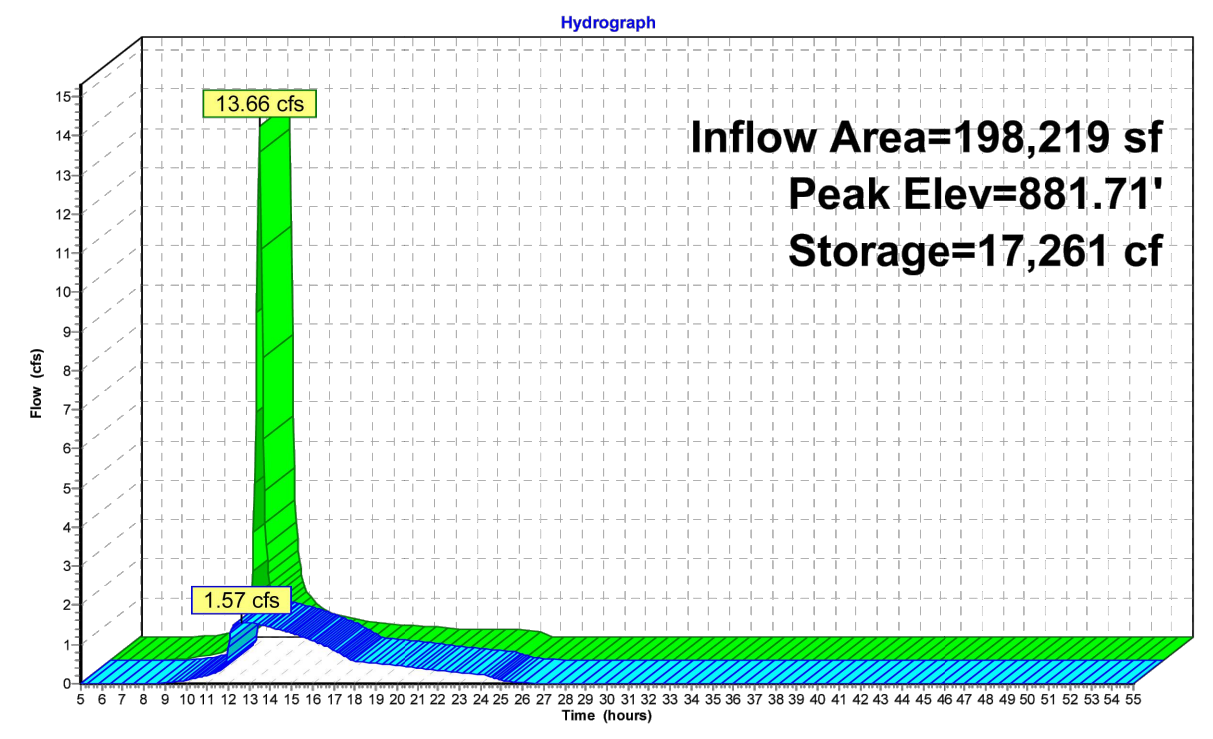
Routing by Stor-Ind method, Time Span= 5.00-55.00 hrs, dt= 0.05 hrs
Peak Elev= 881.71' @ 12.66 hrs Surf.Area= 5,991 sf Storage= 17,261 cf

Plug-Flow detention time= 136.1 min calculated for 37,764 cf (100% of inflow)
Center-of-Mass det. time= 135.5 min (962.9 - 827.4)

Volume #1	Invert	Avail. Storage	Storage Description
877.00'	19,028 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf. Area (sq-ft)	Inc. Store (cubic-feet)	Cum. Store (cubic-feet)
877.00	1,395	0	0
878.00	2,436	1,916	1,916
879.00	3,294	2,865	4,781
880.00	4,224	3,759	8,540
881.00	5,226	4,725	13,265
882.00	6,300	5,763	19,028

Device	Routing	Invert	Outlet Devices
#1	Primary	877.00'	4.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#2	Primary	879.00'	4.0" Vert. ORIFICE / GRATE C= 0.600 Limited to weir flow at low heads
#3	Primary	882.00'	6.0" long WEIR 2 End Contractions(s)

Primary OutFlow Max=1.57 cfs @ 12.66 hrs HW=881.71' (Free Discharge)
1=ORIFICE/GRATE (Orifice Controls 0.90 cfs @ 10.27 fps)
2=ORIFICE / GRATE (Orifice Controls 0.67 cfs @ 7.68 fps)
3=WEIR (Controls 0.00 cfs)



DESIGN RELEASE RATE (10-YR) < EXISTING SITE RUNOFF (1-YR)
1.57 CFS < 1.59 CFS

Post-Construction Water Quality Volume
As Required Under Ohio NPDES Construction General Permit No. OHC00005
version 1.1 2020-5-7

This spreadsheet calculates the Water Quality Volume required for both new development and redevelopment projects. Green boxes indicate user input for 1) the total area disturbed, 2) planned total impervious surface and, if redevelopment, 3) total existing impervious surface, each in acres. The user must select new or redevelopment from the dropdown menu to apply the proper equation. Use the separate BMP Compliance Spreadsheets to verify a designed practice or combination of practices meets the applicable requirements including the required Water Quality Volume calculated here. This spreadsheet does not account for factors that may affect the final practice design, including offsite run-on or sediment storage volume.

Project Details	
Project Name:	Wawa - Proposed Convenience Store w/ Gas Pumps
Project ID:	DET-220205
Project Location:	4949 Chambersburg Road
Project Latitude:	39.848673
Longitude:	-84.139853
NPDES Permit Applicant:	K. Heffernan
Submitted By:	Stonefield Engineering & Design
Date:	3/30/2023

Required Water Quality Volume Calculation

Total Disturbed Area, A = 4.550 acres
Type of Development: Redevelopment
Water Quality Volume Equation: $WQv = 0.90 \text{ in.} \cdot A \cdot \frac{[(Rv1 \cdot 0.2) + (Rv2 - Rv1)]}{12}$ [Equation 3]
where, $Rv = 0.05 + 0.9(i)$

PRE-CONSTRUCTION CONDITIONS	PROPOSED POST-CONSTRUCTION CONDITIONS
Ex. Impervious Surface = 0.299 acres	Total Impervious Surface Area = 1.744 acres
Ex. Impervious Fraction, i = 0.066	Impervious Fraction, i = 0.383
Rv1 = 0.109	Volumetric Runoff Coefficient, Rv2 = 0.395
	$\Delta Rv = 262\%$

Water Quality Volume, WQv = 0.105 ac-ft = 4,573 cu. ft.
Message Center: The minimum impervious area to treat with a practice is 1.473 acres
5,000 CF FOREBAY PROVIDED

REVISION	DATE	BY	DESCRIPTION
4	07-08-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB	FOR CLIENT REVIEW

NOT APPROVED FOR CONSTRUCTION

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PROPOSED CONVENIENCE STORE WITH GAS PUMPS

SITE DEVELOPMENT PLANS

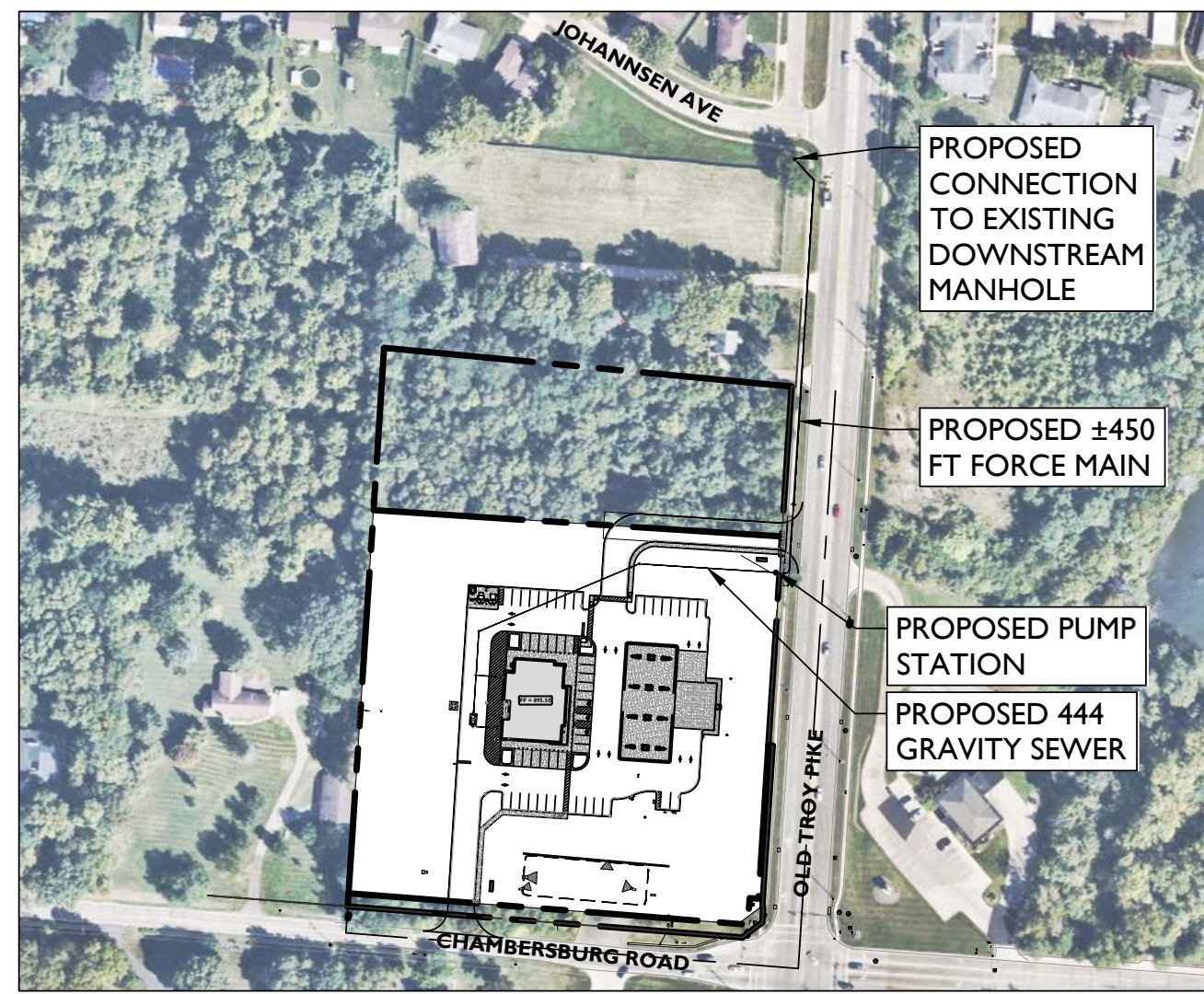
STATE OF MICHIGAN
CHARLES R. POLK, P.E.
LICENSED PROFESSIONAL ENGINEER

PROJECT ID: DET-220205
PIN: P70 04004 0017 & P70 04004 0026
4949 CHAMBERSBURG ROAD
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO

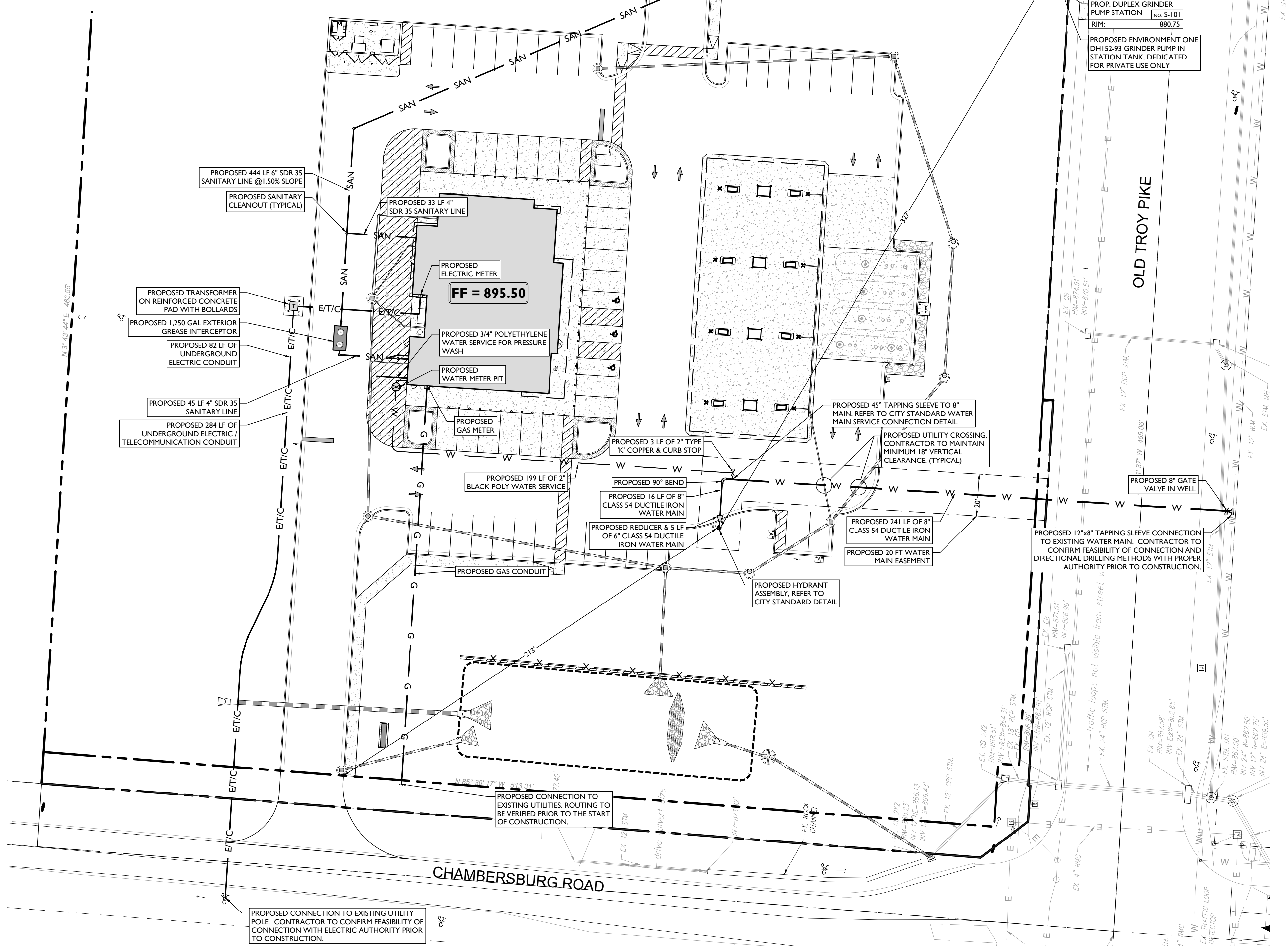
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SCALE: 1" = 60' PROJECT ID: DET-220205
TITLE: STORMWATER MANAGEMENT PLAN
DRAWING: C-5

V:\072023\DET-2205\BLUEPRINTS\4949 CHAMBERSBURG ROAD_HUBER HEIGHTS_ORCAD\072023\0405\STN.DWG



SANITARY FORCE MAIN INSET
SCALE: 1" = 200'



CITY OF HUBER HEIGHTS STANDARD UTILITY NOTES:

- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF HUBER HEIGHTS SPECIFICATIONS AND STANDARD DRAWINGS. IF NO CITY STANDARD IS AVAILABLE, THEN STANDARD DRAWINGS AND SPECIFICATIONS FROM THE MONTGOMERY COUNTY, OHIO ENGINEERING DEPARTMENT OR THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION "CONSTRUCTION & MATERIALS SPECIFICATIONS" (LATEST EDITION) SHALL BE FOLLOWED.
- ALL UTILITY TRENCH EXCAVATION WITHIN THE EXISTING AND PROPOSED RIGHT-OF-WAY AND EASEMENTS SHALL BE BACKFILLED WITH GRANULAR FILL MATERIAL IN ACCORDANCE WITH CITY SPECIFICATIONS AND COMPACTED BEFORE SUB-GRADE APPROVAL.
- ALL UNDERGROUND UTILITY SERVICE LATERALS ARE TO BE INSTALLED FROM MAIN TO RIGHT-OF-WAY LINE BEFORE STREETS ARE SURFACED.
- ALL CATCH BASINS (CURB AND GUTTER INLET) ODDT TYPE 3A UNLESS OTHERWISE SPECIFIED. THE CASTING HOOD SHALL HAVE "DUMP NO WASTE" LETTERING AND FISH IMAGE.
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE ASTM C-76, CLASS IV UNLESS OTHERWISE NOTED.
- ALL MANHOLES TO BE TYPE "A", UNLESS OTHERWISE NOTED.
- CHANNEL BOTTOMS OF ALL MANHOLES.
- CURB RAMPS TO BE LOCATED AS INDICATED ON PLANS AND CONSTRUCTED IN ACCORDANCE WITH CITY SPECIFICATIONS.
- CONCRETE CURBING TO BE A TYPE SPECIFIED IN THE CITY OF HUBER HEIGHTS STANDARD DRAWINGS. EXTRUDED OR PRECAST CURB IS NOT PERMITTED.
- ALL FIELD TILE ENCOUNTERED SHALL BE REPLACED OR CONNECTED TO THE STORM SEWER SYSTEM.
- SITE GRADING WITHIN SUBDIVISIONS SHALL BE SUCH THAT ALL LOTS WILL READILY DRAIN. LOTS SHALL HAVE A 1.5% MINIMUM SLOPE IN GRASS AREAS. OVERLAND FLOW ON LOTS SHALL BE LIMITED TO A MAXIMUM DISTANCE OF THREE HUNDRED (300) FEET UNLESS APPROVED BY THE CITY ENGINEER.
- ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION ACCORDING TO THE BEST AVAILABLE INFORMATION. FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: THE OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 1-800-362-2764, THE DAYTON POWER & LIGHT CO. AT 937-866-3303, AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NON-MEMBERS OF OUPS.
- THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO CONTROL SOIL EROSION AND SEDIMENTATION THROUGH THE LINE OF THE CONTRACT. THESE MAY INVOLVE THE USE OF HAY AND STRAW BALES, DIKES, SEDIMENT PITS, MULCHES, FILTER FABRICS AND OTHER DEVICES AND METHODS. PARTICULAR CARE SHALL BE TAKEN TO AVOID EROSION AND SEDIMENTATION ON EXISTING PAVED AND GRAVELED AREAS.
- ROOF AREA DRAIN LINES SHALL NOT BE EXTENDED THROUGH CURBS BUT SHALL BE DIRECTLY CONNECTED TO THE STORM SEWER SYSTEM.
- ALL METAL CASTINGS SHALL BE PAINTED WITH TWO COATS OF BLACK ASPHALTUM PAINT.
- ALL EXISTING MONUMENTS SHALL BE PROTECTED AND OR REFERENCED BY THE CONTRACTOR. MONUMENTS SHOWN ON THE PLANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DETAILS SHOWN ON MONTGOMERY COUNTY STANDARD CONSTRUCTION DRAWING 100-1. MONUMENT MARKS SHALL BE LOCATED AT ROADWAY PL. PC, PT POINTS AS WELL AS CROSS STREETS CENTERLINE.
- CONSTRUCTION STAKING MUST BE FURNISHED FOR THE CITY INSPECTOR TO VERIFY CONFORMANCE WITH THE DESIGN PLAN. CONSTRUCTION STAKING IS REQUIRED AT SUFFICIENT DENSITY TO ENSURE THE CITY INSPECTOR CAN VERIFY THE WORK PERFORMED BY THE CONTRACTOR. CONTACT THE CITY INSPECTOR TO ENSURE ADEQUATE CONSTRUCTION STAKING IS FURNISHED.
- ALL SURVEY MUST BE PERFORMED BY THE STATE OF OHIO LICENSED SURVEYOR.

CITY OF HUBER HEIGHTS STANDARD WATER NOTES:

- THE CONTRACTOR SHALL BE QUALIFIED TO CONSTRUCT WATER MAINS. ALL WATER LINES AND APPURTENANCES SHALL BE CONSTRUCTED ACCORDING TO CITY OF HUBER HEIGHTS SPECIFICATIONS.
- WATER MAINS, BENDS AND FITTINGS SHALL BE DUCTILE CAST IRON PIPE AND CONFORM TO ANSI A-21.51 (AWWA C 151), CLASS 53. BENDS AND TEES SHALL BE RESTRAINED USING BOTH MEGA LUGS AND CONCRETE THRUST BLOCKS FOR THE LENGTH DETERMINED BY THE CITY INSPECTOR.
- ALL WATER MAINS SHALL HAVE 4" MINIMUM COVER.
- NO SERVICE CONNECTIONS SHALL BE MADE TO THE WATER MAIN UNTIL THE MAIN LINE HAS BEEN INSPECTED, TESTED, DISINFECTED AND RELEASED FOR TAPS.
- NO CONSTRUCTION SHALL COMMENCE UNTIL ALL PERMITS HAVE BEEN ISSUED.
- ALL UTILITY TRENCHES WITHIN THE EXISTING OR PROPOSED PAVEMENT OR EASEMENTS SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL CONFORMING TO ODOT 310 IN ACCORDANCE WITH THE CITY SPECIFICATIONS.
- NO ADDITIONS, DELETIONS, OR REVISIONS TO THE WATER FACILITIES ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE CITY OF HUBER HEIGHTS.
- ONLY CITY OF HUBER HEIGHTS OR UNITED WATER PERSONNEL SHALL OPERATE MAIN LINE WATER VALVES.
- ALL FIRE HYDRANTS SHALL BE LOCATED 2' FROM AND WITHIN 5' OF THE CURB OR EDGE OF PAVEMENT AND 4" OPENING TO FACE THE STREET.
- WATER LINES CROSSING ANY AND ALL SEWERS SHALL HAVE A MINIMUM VERTICAL SEPARATION OF 18" BETWEEN THE OUTSIDES OF THE WATER MAIN PIPE AND THE SEWER PIPE. ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING SUCH THAT BOTH JOINTS WILL BE EQUIDISTANT AND AS FAR FROM THE SEWER AS POSSIBLE. IF WATER CROSSES BELOW SANITARY SEWERS, THE SEWER MUST BE WATER MAIN MATERIAL FOR THAT SPAN.
- ALL SERVICE LATERALS ARE TO BE INSTALLED FROM MAIN TO RIGHT OF WAY OR EASEMENT BEFORE STREETS ARE SURFACED.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING WATER MAINS BEFORE CONSTRUCTION OF NEW WATER MAIN AT PROPOSED CONNECTIONS.
- ALL GATE VALVES ARE TO BE LOCATED AT TEES OR CROSSES WITH A 1" MAXIMUM RIPLE BETWEEN TEES OR CROSSES AT VALVE. ALL PLUGS ARE TO BE CONNECTED TO VALVES EXCEPT WHERE SHOWN ON PLANS. PLUGS SHALL BE TAPPED WITH A 3/4" SHUT OFF VALVE FOR RELEASE OF AIR AND FOR FLUSHING.
- ALL VALVES AND FIRE HYDRANTS SHALL HAVE RIGHT HAND (CLOCKWISE) OPENING DIRECTION.
- GATE VALVES SHALL HAVE RESILIENT SEALS RATHER THAN BRASS SEALS OPERATING METHODS SHALL HAVE O-RING WATER SEALS RATHER THAN PACKING GLANDS.
- ALL FIRE HYDRANTS IN SINGLE FAMILY RESIDENTIAL DISTRICTS SHALL BE MULLER CENTURION MODEL A-23 WITH 1 1/4" MAIN VALVE OPENING WITH ONE 5" STORTZ OUTLET WITH CAP AND 2 1/2" OUTLETS WITH CITY OF DAYTON THREADS.
- ALL FIRE HYDRANTS IN MULTI FAMILY RESIDENTIAL AND COMMERCIAL DISTRICTS SHALL BE MULLER CENTURION 200 MODEL A-44 WITH 1 1/4" MAIN VALVE OPENING TWO WAY WITH ONE 4" STORTZ OUTLET WITH CAP AND ONE 5" STORTZ OUTLET WITH CAP. OPERATING NUT TO BE A 1" SQUARE.
- THE FIRE HYDRANT BREAKAWAY FLANGE SHALL BE LOCATED 4' ABOVE THE TOP OF CURB.
- FIRE HYDRANTS SHALL BE PRIMED WITH RED OXIDE PRIMER AND PAINTED WITH TWO (2) COATS OF RED ENAMEL FROM THE BREAKAWAY FLANGE TO THE TOP OF THE HYDRANT. LOWER SECTIONS OF THE HYDRANT, INCLUDING THE BARREL SHALL BE PAINTED WITH AN ASPHALTUM PAINT.
- WATER SERVICE LINES SHALL BE TYPE K COPPER PER CITY STANDARDS. METER YOKES AND METER VAULTS SHALL BE PER MONTGOMERY COUNTY STANDARDS.
- BOLLARDS, WHERE REQUIRED, SHALL BE CONCRETE FILLED 8" DIAMETER POTS WITH FOUNDATIONS SET 42" BELOW GRADE IN A CONCRETE FILLED EXCAVATION.
- ALL HYDRANTS SHALL HAVE CITY OF DAYTON THREADS RATHER THAN NATIONAL STANDARD THREADS EXCEPT FOR THE STREAMER CONNECTION WHICH SHALL BE A STORTZ FITTING.

SYMBOL DESCRIPTION

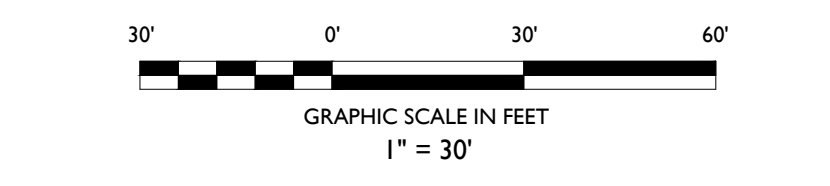
---	PROPERTY LINE
SAN	PROPOSED SANITARY LATERAL
W	PROPOSED DOMESTIC WATER SERVICE
ET/C	PROPOSED ELECTRICAL/DATA CONDUITS
T/C	PROPOSED DATA CONDUITS
E	PROPOSED ELECTRIC CONDUITS
G	PROPOSED GAS LINE
⊗	PROPOSED VALVE
⊙	PROPOSED SANITARY MANHOLE / CLEANOUT
T	PROPOSED TRANSFORMER ON CONCRETE PAD WITH BOLLARDS

CITY OF HUBER HEIGHTS STANDARD SANITARY NOTES:

- THE CONTRACTOR SHALL BE QUALIFIED TO CONSTRUCT SANITARY SEWERS. ALL SUCH WORK SHALL BE CONSTRUCTED ACCORDING TO CITY OF HUBER HEIGHTS SPECIFICATIONS.
- SANITARY SEWER PIPE AND FITTINGS SHALL BE PVC S3034 SDR 26.
- SANITARY SEWER PIPE JOINTS SHALL CONFORM TO ASTM D 3212 FOR PVC.
- ROOF DRAINS, FOUNDATION DRAINS AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
- NO CONSTRUCTION SHALL COMMENCE UNTIL ALL PERMITS HAVE BEEN ISSUED.
- ALL UTILITY TRENCHES WITHIN THE EXISTING OR PROPOSED STREET RIGHT-OF-WAY SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL CONFORMING TO ODOT 310 IN ACCORDANCE WITH THE CITY SPECIFICATIONS.
- NO ADDITIONS, DELETIONS OR REVISIONS TO THE SANITARY SEWER ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE CITY OF HUBER HEIGHTS.
- WATER LINES CROSSING ANY AND ALL SEWERS SHALL HAVE A MINIMUM VERTICAL SEPARATION OF 18" BETWEEN THE OUTSIDES OF THE WATER MAIN PIPE AND THE SEWER PIPE. ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING SUCH THAT BOTH JOINTS WILL BE EQUIDISTANT AND AS FAR FROM THE SEWER AS POSSIBLE. IF WATER CROSSES BELOW SANITARY SEWERS, THE SEWER MUST BE WATER MAIN MATERIAL FOR THAT SPAN.
- ALL SERVICE LATERALS SHALL BE PVC SCHEDULE 40 AND ARE TO BE INSTALLED FROM MAIN TO RIGHT OF WAY OR EASEMENT BEFORE STREETS ARE SURFACED.
- ALL MANHOLES SHALL BE PRECAST IN ACCORDANCE WITH CITY STANDARDS. MANHOLE STEPS SHALL BE PLASTIC. ALL MANHOLE FRAMES AND LIDS SHALL BE DUCTILE IRON TRAFFIC BEARING WITH VENT HOLES TO BE AT THE OPTION OF THE CITY ENGINEER.

DRAINAGE AND UTILITY NOTES

- THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION (EXCAVATION) AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IMMEDIATELY IN WRITING.
- THE CONTRACTOR IS REQUIRED TO PROTECT AND MAINTAIN IN OPERATION ALL UTILITIES NOT DESIGNATED TO BE REMOVED.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ANY EXISTING UTILITY IDENTIFIED TO REMAIN WITHIN THE LIMITS OF THE PROPOSED WORK DURING CONSTRUCTION.
- A MINIMUM HORIZONTAL SEPARATION OF 10 FEET IS REQUIRED BETWEEN ANY SANITARY SEWER SERVICE AND ANY WATER LINES. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASUREMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC.
- ALL WATER LINES SHALL BE VERTICALLY SEPARATED ABOVE SANITARY SEWER LINES BY A MINIMUM DISTANCE OF 18 INCHES. IF THIS SEPARATION CANNOT BE PROVIDED, A CONCRETE ENCASUREMENT SHALL BE UTILIZED FOR THE SANITARY SEWER SERVICE AS APPROVED BY STONEFIELD ENGINEERING & DESIGN, LLC.
- THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR WATER AND SANITARY SEWER CONNECTION IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IN WRITING.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING GAS, ELECTRIC AND TELECOMMUNICATION CONNECTIONS WITH THE APPROPRIATE GOVERNING AUTHORITY.
- CONTRACTOR SHALL START CONSTRUCTION OF ANY GRAVITY SEWER AT THE LOWEST INVERT AND WORK UP GRADIENT.
- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD SET OF PLANS REFLECTING THE LOCATION OF EXISTING UTILITIES THAT HAVE BEEN CAPPED, ABANDONED, OR RELOCATED BASED ON THE DEMOLITION/REMOVAL ACTIVITIES REQUIRED IN THIS PLAN SET. THIS DOCUMENT SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.
- THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.



NO.	DATE	ISSUE	BY	DESCRIPTION
4	07-08-2023	KH		REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH		RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH		FOR BASIC DEVELOPMENT PLAN REVIEW
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PROPOSED CONVENIENCE STORE WITH GAS PUMPS

SITE DEVELOPMENT PLANS

PROJECT NO: P70 04004 0017 & P70 04004 0026
4949 CHAMBERSBURG ROAD
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO

STATE OF MICHIGAN
REGISTERED PROFESSIONAL ENGINEER
CHARLES E. COOK
LICENSED PROFESSIONAL ENGINEER

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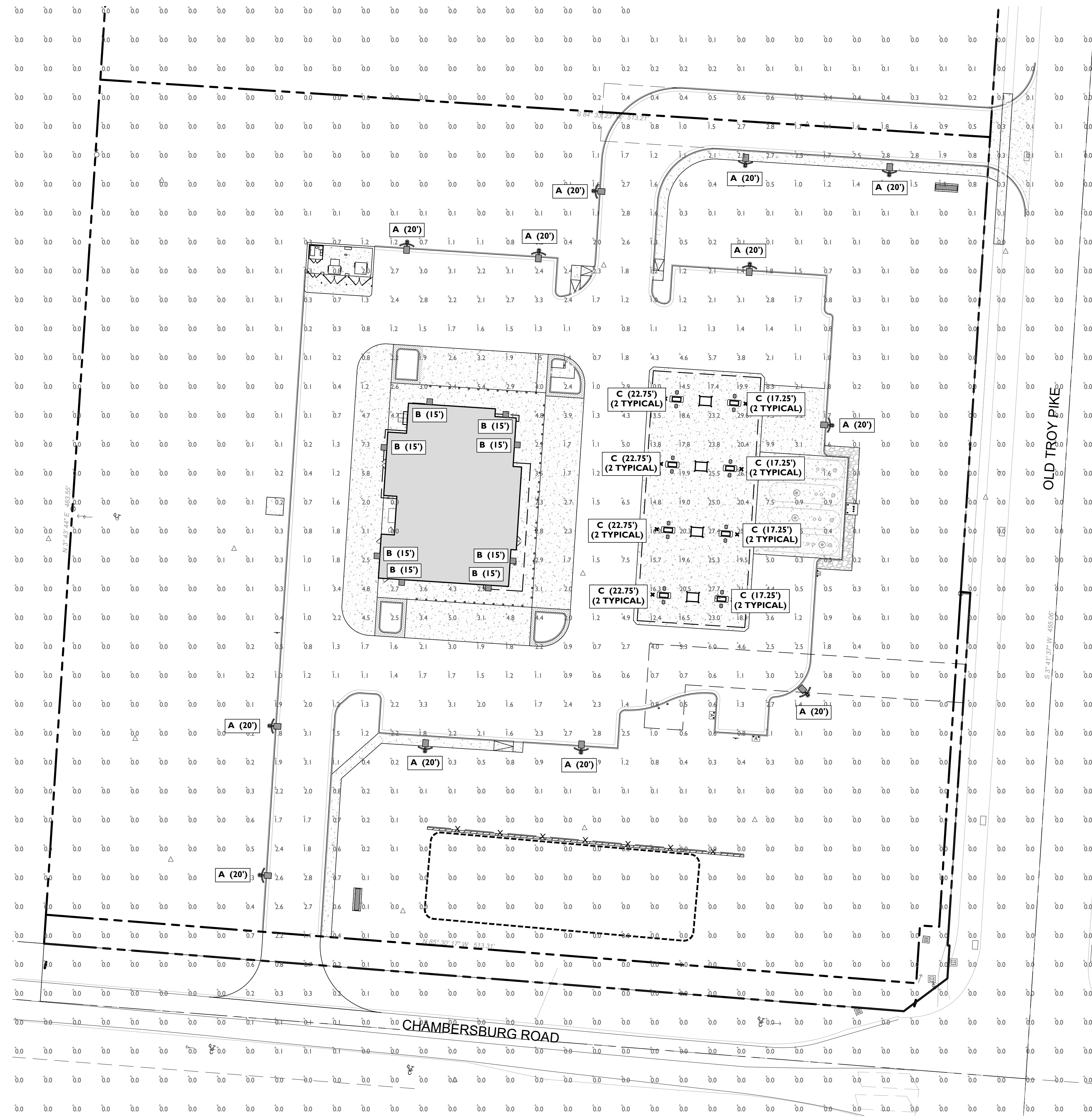
SCALE: 1" = 30' PROJECT ID: DET-220205
TITLE: UTILITY PLAN
DRAWING: C-6

NOTED: 02/27/2025 BLUE PEN/05/24 - 4847 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO/CAD/CORPORATE/ISSUE/UTILITY.DWG

LUMINAIRE SCHEDULE						
SYMBOL	LABEL	QUANTITY	SECURITY LIGHTING	DISTRIBUTION	LLF	IES FILE
	A	12	CREE EDGE SERIES LED AREA LIGHT W/ BACK LIGHT SHIELD - 60 LED - 525mA - 57K - SINGLE	TYPE III	0.90	CREE LIGHTING ARE-EDG-3MB-XX-06-E-UL-XX -525-XXXX-57K
	B	8	CREE EDGE SERIES LED SECURITY WALL PACK - 60 LED - 700mA - 57K	TYPE IV	0.90	CREE LIGHTING SEC-EDG-4M-XX-06-E-UL-700-57K
	C	16	304 SERIES LED RECESSED CANOPY LUMINAIRE - 60 LED - 700mA - 57K	TYPE III	0.90	CREE LIGHTING CAN-304-PS-XX-06-UL-700-57K

WAWA LIGHTING REQUIREMENTS		
CODE SECTION	REQUIRED	PROVIDED
§ 7(1)(A)	UNIFORMITY RATIO: 6:8 :1	
§ 7(1)(B)	ZONE 1: PARKING AREA AND INTERNAL DRIVE	
	MINIMUM: 0.25 FOOT-CANDELES	0.60 FC
	AVERAGE 2.00 - 4.00 FOOT-CANDELES	2.45 FC
§ 7(1)(C)	ZONE 2: BUILDING SIDEWALKS	
	MINIMUM: 1.00 FOOT-CANDELES	1.30 FC
	AVERAGE 3.00-5.00 FOOT-CANDELES	3.56 FC
§ 7(1)(D)	ZONE 3: BUILDING FACADE	
	AVERAGE 5.00 FOOT-CANDELES	5.48 FC
§ 7(1)(E)	ZONE 4: DELIVERY AREA	
	MINIMUM: 15.00 FOOT-CANDELES AT BASE OF DOOR	9.2 FC
§ 7(1)(F)	ZONE 5: CANOPY	
	AVERAGE 35.00 - 40.00 FOOT-CANDELES (TYPICAL SUBURBAN LOCATION)	19.95 FC
§ 7(1)(G)	ZONE 6: ENTRANCE EXIT DRIVEWAYS (AT ROW)	
	OLD TROY PIKE	
	AVERAGE 5.00 FOOT-CANDELES	1.66 FC
	CHAMBERSBURG ROAD	
	AVERAGE 5.00 FOOT-CANDELES	2.11 FC
§ 7(8)	STANDARD POLE: 20 FT HEIGHT	20 FT

SYMBOL	DESCRIPTION
A (XX')	PROPOSED LIGHTING FIXTURE (MOUNTING HEIGHT)
XX	PROPOSED LIGHTING INTENSITY (FOOT-CANDELES)
	PROPOSED AREA LIGHT
	PROPOSED BUILDING MOUNTED LIGHT



AREA LIGHT (A)



CANOPY LIGHT (C)

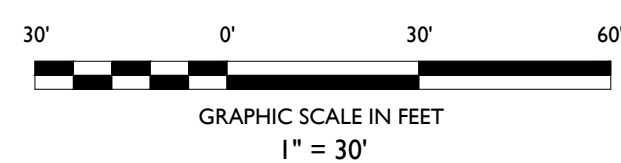


BUILDING WALL LIGHT (B)

LIGHTING REQUIREMENTS		
CODE SECTION	REQUIRED	PROVIDED
§ 1181.21(c)(12)	PROPERTY LINE ILLUMINATION: NON-RESIDENTIAL: 1.0 FC RESIDENTIAL: 1.0 FC	2.8 FC (W) 0.0 FC
§ 1181.21(c)(1)	MAXIMUM FIXTURE MOUNTING HEIGHT: 25 FT	20 FT
§ 1181.21(c)(5)	REQUIRED UNIFORMITY: AVERAGE TO MINIMUM RATIO: 4:1	2.79
§ 1181.21(c)(1)	MINIMUM REQUIRED ILLUMINATION: PARKING AREAS: 0.2 FC LOADING / UNLOADING AREAS: 0.4 FC WALKWAYS: 0.2 FC BUILDING ENTRANCES (FREQUENTLY USED): 1.0 FC BUILDING ENTRANCES (INFREQUENTLY USED): 0.2 FC	2.45 FC 3.18 FC 3.56 FC 3.35 FC 3.05 FC

(W) WAIVER

- GENERAL LIGHTING NOTES**
- THE LIGHTING LEVELS DEPICTED WITHIN THE PLAN SET ARE CALCULATED UTILIZING DATA OBTAINED FROM THE LISTED MANUFACTURER. ACTUAL ILLUMINATION LEVELS AND PERFORMANCE OF ANY PROPOSED LIGHTING FIXTURE MAY VARY DUE TO UNCONTROLLABLE VARIABLES SUCH AS WEATHER, VOLTAGE SUPPLY, LAMP TOLERANCE, EQUIPMENT SERVICE LIFE AND OTHER VARIABLE FIELD CONDITIONS.
 - WHERE APPLICABLE, THE EXISTING LIGHT LEVELS DEPICTED WITHIN THE PLAN SET SHALL BE CONSIDERED APPROXIMATE. THE EXISTING LIGHT LEVELS ARE BASED ON FIELD OBSERVATIONS AND THE MANUFACTURER'S DATA OF THE ASSUMED OR MOST SIMILAR LIGHTING FIXTURE MODEL.
 - UNLESS NOTED ELSEWHERE WITHIN THIS PLAN SET, THE LIGHT LOSS FACTORS USED IN THE LIGHTING ANALYSIS ARE AS FOLLOWS:
 - LIGHT EMITTING DIODES (LED): 0.90
 - HIGH PRESSURE SODIUM: 0.72
 - METAL HALIDE: 0.72
 - THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC IN WRITING, PRIOR TO THE START OF CONSTRUCTION, OF ANY PROPOSED LIGHTING LOCATIONS THAT CONFLICT WITH EXISTING PROPOSED DRAINAGE UTILITY, OR OTHER IMPROVEMENTS.
 - THE CONTRACTOR IS RESPONSIBLE TO PREPARE A WIRING PLAN AND PROVIDE ELECTRIC SERVICE TO ALL PROPOSED LIGHTING FIXTURES. THE CONTRACTOR IS REQUIRED TO PREPARE AN AS-BUILT PLAN OF WIRING AND PROVIDE COPIES TO THE OWNER AND STONEFIELD ENGINEERING & DESIGN, LLC.



REVISION	DATE	ISSUE	DESCRIPTION
4	07-28-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
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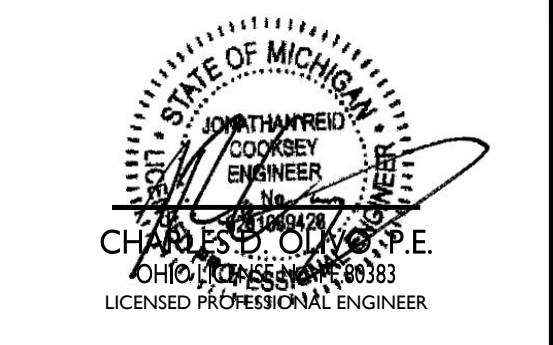
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PROPOSED CONVENIENCE STORE WITH GAS PUMPS

SITE DEVELOPMENT PLANS

PIN: P70 04004 0017 & P70 04004 0026
4949 CHAMBERSBURG ROAD
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO



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SCALE: 1" = 30' PROJECT ID: DET-220205

TITLE: LIGHTING PLAN

DRAWING: C-7



Know what's below
Call before you dig.

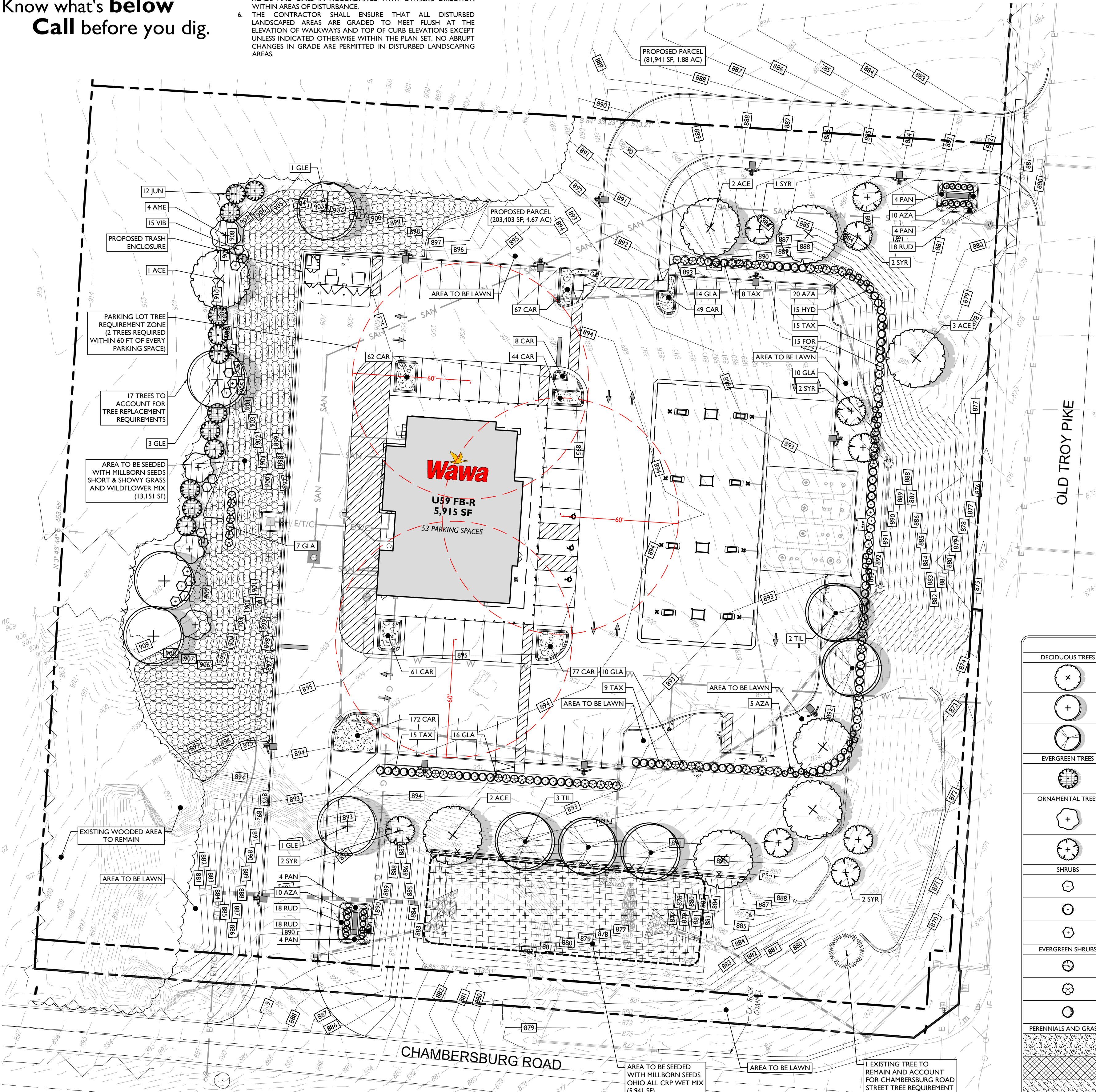
LANDSCAPING NOTES

- 1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED GRASS AND LANDSCAPED AREAS TO MATCH EXISTING CONDITIONS UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
2. THE CONTRACTOR SHALL RESTORE ALL DISTURBED LAWN AREAS WITH A MINIMUM 4 INCH LAYER OF TOPSOIL AND SEED.
3. THE CONTRACTOR SHALL RESTORE MULCH AREAS WITH A MINIMUM 3 INCH LAYER OF MULCH.
4. THE MAXIMUM SLOPE ALLOWABLE IN LANDSCAPE RESTORATION AREAS SHALL BE 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1 SLOPE) UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET.
5. THE CONTRACTOR IS REQUIRED TO LOCATE ALL SPRINKLER HEADS IN AREA OF LANDSCAPING DISTURBANCE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL RELOCATE SPRINKLER HEADS AND LINES IN ACCORDANCE WITH OWNER'S DIRECTION WITHIN AREAS OF DISTURBANCE.
6. THE CONTRACTOR SHALL ENSURE THAT ALL DISTURBED LANDSCAPED AREAS ARE GRADED TO MEET FLUSH AT THE ELEVATION OF WALKWAYS AND TOP OF CURB ELEVATIONS EXCEPT UNLESS INDICATED OTHERWISE WITHIN THE PLAN SET. NO ABRUPT CHANGES IN GRADE ARE PERMITTED IN DISTURBED LANDSCAPING AREAS.

Table with 3 columns: CODE SECTION, REQUIRED, PROPOSED. Row 1: § 1182.12(c), REPLACEMENT PLANTS MUST BE THE SAME SIZE AND SPECIES OR MUST BE EQUIVALENT IN TERMS OF QUALITY AND SIZE TO ANY EXISTING TREES ON SITE OF THE SAME SPECIES AT TIME OF PLANTING. TOTAL TREES REMOVED = 17 TREES, COMPLIES, 17 REPLACEMENT TREES PROPOSED.

Table with 3 columns: CODE SECTION, REQUIRED, PROPOSED. Contains detailed landscaping and buffer requirements for various sections of the site plan.

(W) WAIVER SERVICE STRUCTURES INCLUDE STORAGE TANKS, DUMPSTERS, ELECTRICAL TRANSFORMERS, AND OTHER EQUIPMENT PROVIDING SERVICE TO A NON-RESIDENTIAL BUILDING OR SITE.
(1) PROPOSED BUILDING AND PARKING LOT IS SET BACK MINIMUM 157.58 FT AWAY FROM THE NEAREST PROPERTY LINE WITH ADDITIONAL SCREENING PROVIDED.



PLANT SCHEDULE table with columns: DECIDUOUS TREES, EVERGREEN TREES, ORNAMENTAL TREES, SHRUBS, PERENNIALS AND GRASSES. Lists botanical names, common names, sizes, and containers for various plants.

MILLBORN SEEDS OHIO ALL CRP WET MIX SEEDING SPECIFICATIONS table with columns: SCIENTIFIC NAME, COMMON NAME, SEEDS/SQ FT, PLS LB/ACRE, PLS LBS TOTAL.

MILLBORN SEEDS SHORT & SHOWY GRASS AND WILDOVER MIX SEEDING SPECIFICATIONS table with columns: SCIENTIFIC NAME, COMMON NAME, MIX RATIO.

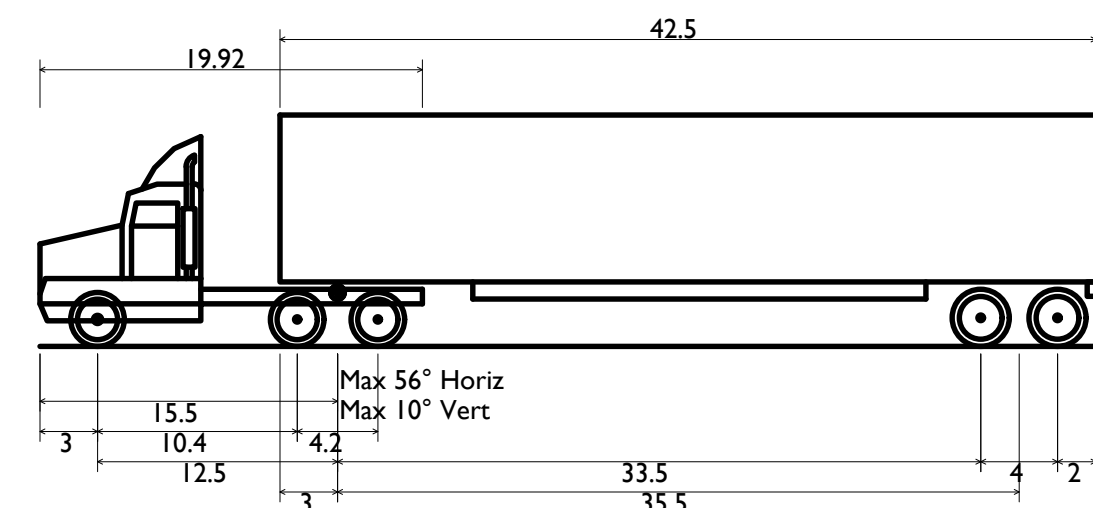
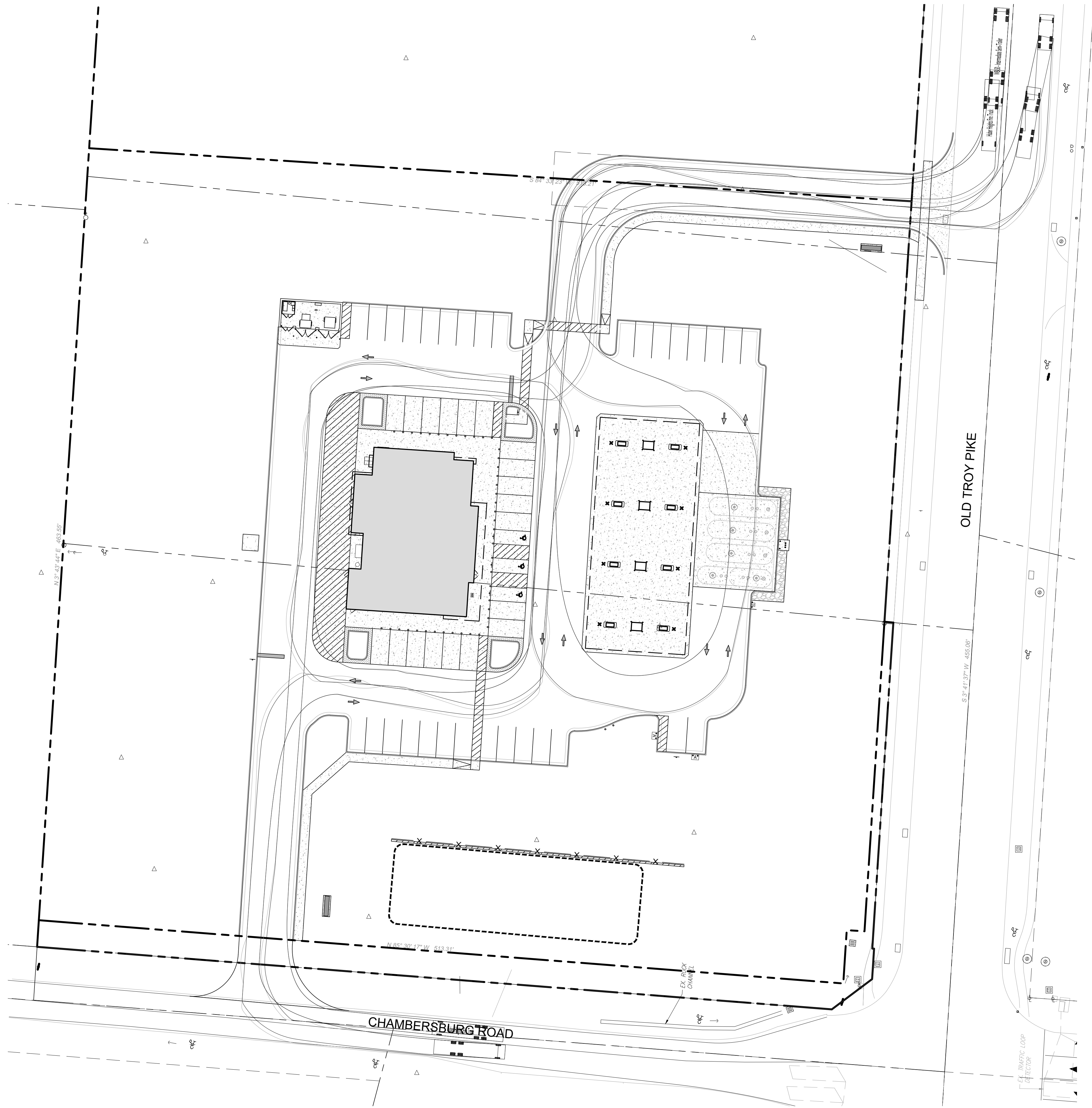
Revision table with columns: NO., DATE, ISSUE, BY, DESCRIPTION. Shows revisions for basic development plan review.

STONEFIELD engineering & design logo and contact information: Detroit, MI; New York, NY; Boston, MA; Princeton, NJ; Tampa, FL; Rutherford, NJ. Website: www.stonefielddesign.com.

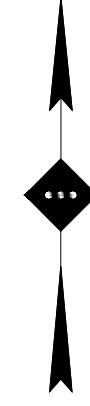
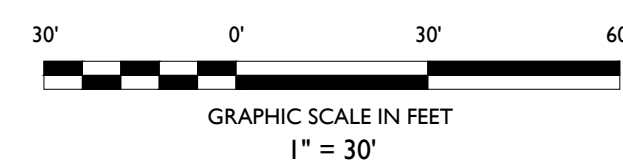
PROPOSED CONVENIENCE STORE WITH GAS PUMPS. SITE DEVELOPMENT PLANS. PIN: P10 04004 0017 & P10 04004 0026. 4949 CHAMBERSBURG ROAD, CITY OF HUBER HEIGHTS, MONTGOMERY COUNTY, OHIO.

STONEFIELD engineering & design logo. SCALE: 1" = 30'. PROJECT ID: DET-220205. TITLE: LANDSCAPING PLAN. DRAWING: C-8.

V:\072021\DET2205 BLUFERRISIA - 481 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO\PROJECTS\072021\11-13-21\17-02.DWG



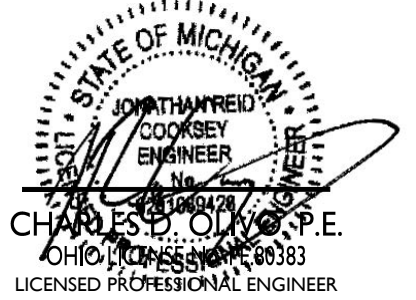
WB-50 - Intermediate Semi-Trailer
 Overall Length 55.000ft
 Overall Width 8.500ft
 Overall Body Height 12.052ft
 Min Body Ground Clearance 1.334ft
 Max Track Width 8.500ft
 Lock-to-lock time 6.00s
 Max Steering Angle (Virtual) 17.90°



SITE DEVELOPMENT PLANS

PROPOSED CONVENIENCE STORE WITH GAS PUMPS

PIN: P70 04004 0017 & P70 04004 0026
 4949 CHAMBERSBURG ROAD
 CITY OF HUBER HEIGHTS
 MONTGOMERY COUNTY, OHIO



SCALE: 1" = 30' PROJECT ID: DET-220205

TITLE:
FUEL DELIVERY TRUCK CIRCULATION (WB-50)

DRAWING:

C-10

NOT APPROVED FOR CONSTRUCTION

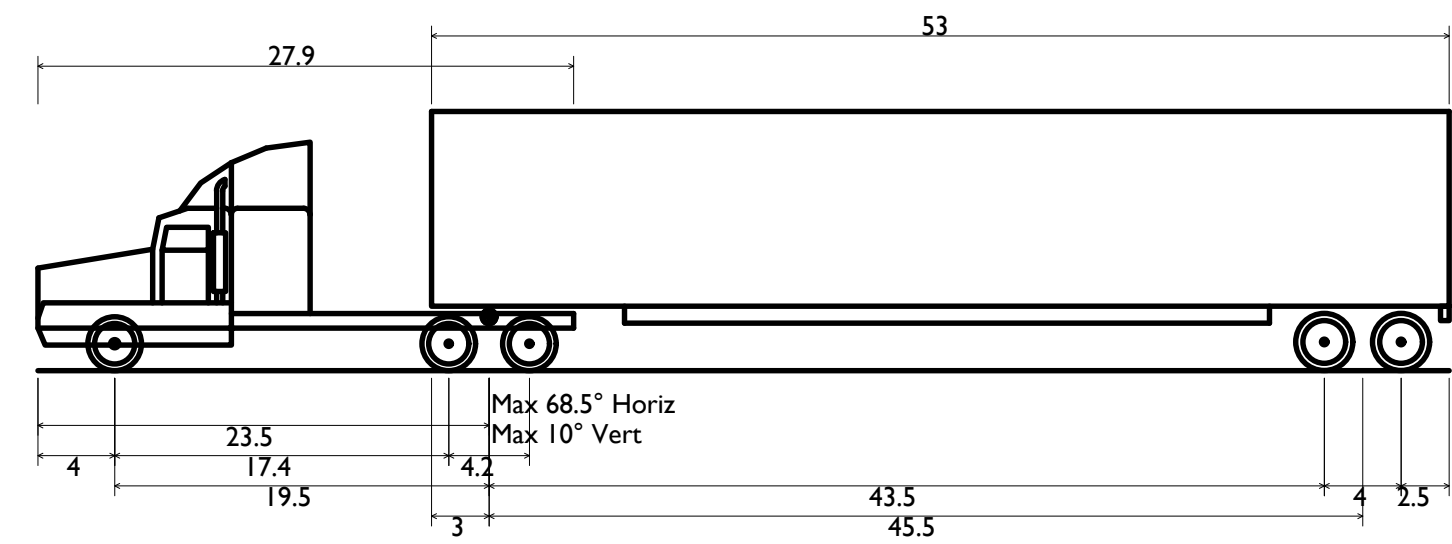
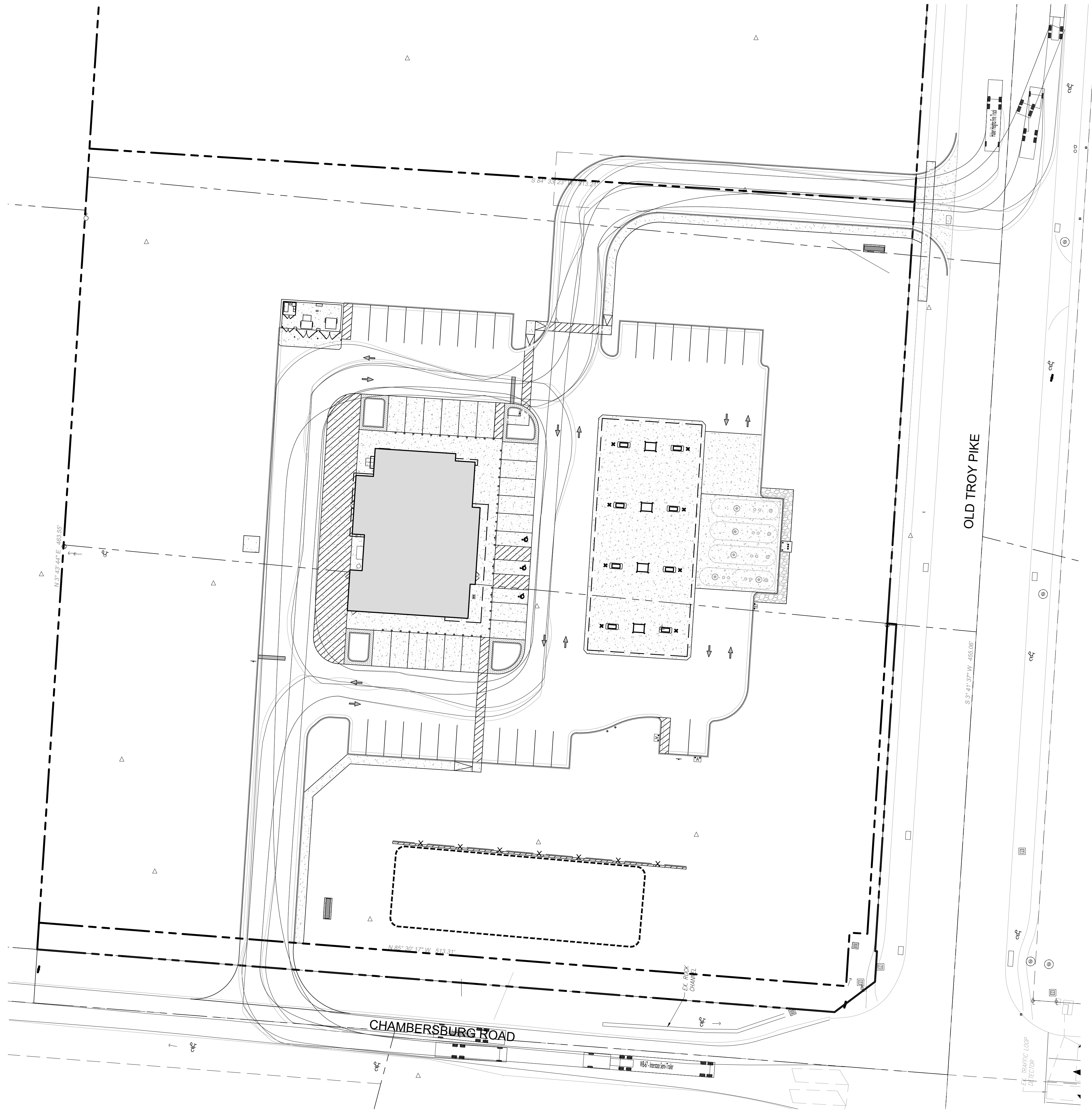


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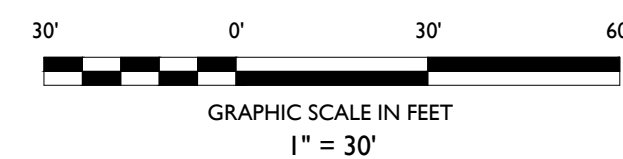
607 Shelby Suite 200, Detroit, MI 48226
 Phone 248.247.1115

ISSUE	DATE	BY	DESCRIPTION
4	07-08-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB	FOR BASIC DEVELOPMENT PLAN REVIEW

V:\072022\072022 BLUE PENNSA - 481 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO\PROJECTS\072022\11.13.23\CDWG



WB-67 - Interstate Semi-Trailer
 Overall Length 73.501ft
 Overall Width 8.500ft
 Overall Body Height 13.500ft
 Min Body Ground Clearance 1.334ft
 Max Track Width 8.500ft
 Lock-to-lock time 6.00s
 Max Steering Angle (Virtual) 28.40°



ISSUE	DATE	BY	DESCRIPTION
4	07-28-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB	FOR BASIC DEVELOPMENT PLAN REVIEW

NOT APPROVED FOR CONSTRUCTION

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SITE DEVELOPMENT PLANS

**PROPOSED CONVENIENCE
 STORE WITH GAS PUMPS**

PIN: P70 04004 0017 & P70 04004 0026
 4949 CHAMBERSBURG ROAD
 CITY OF HUBER HEIGHTS
 MONTGOMERY COUNTY, OHIO



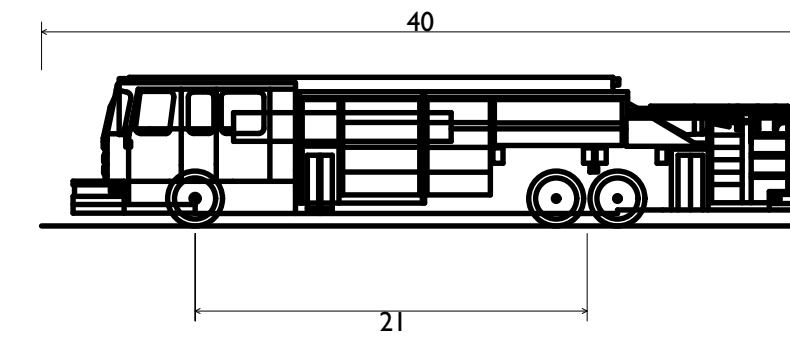
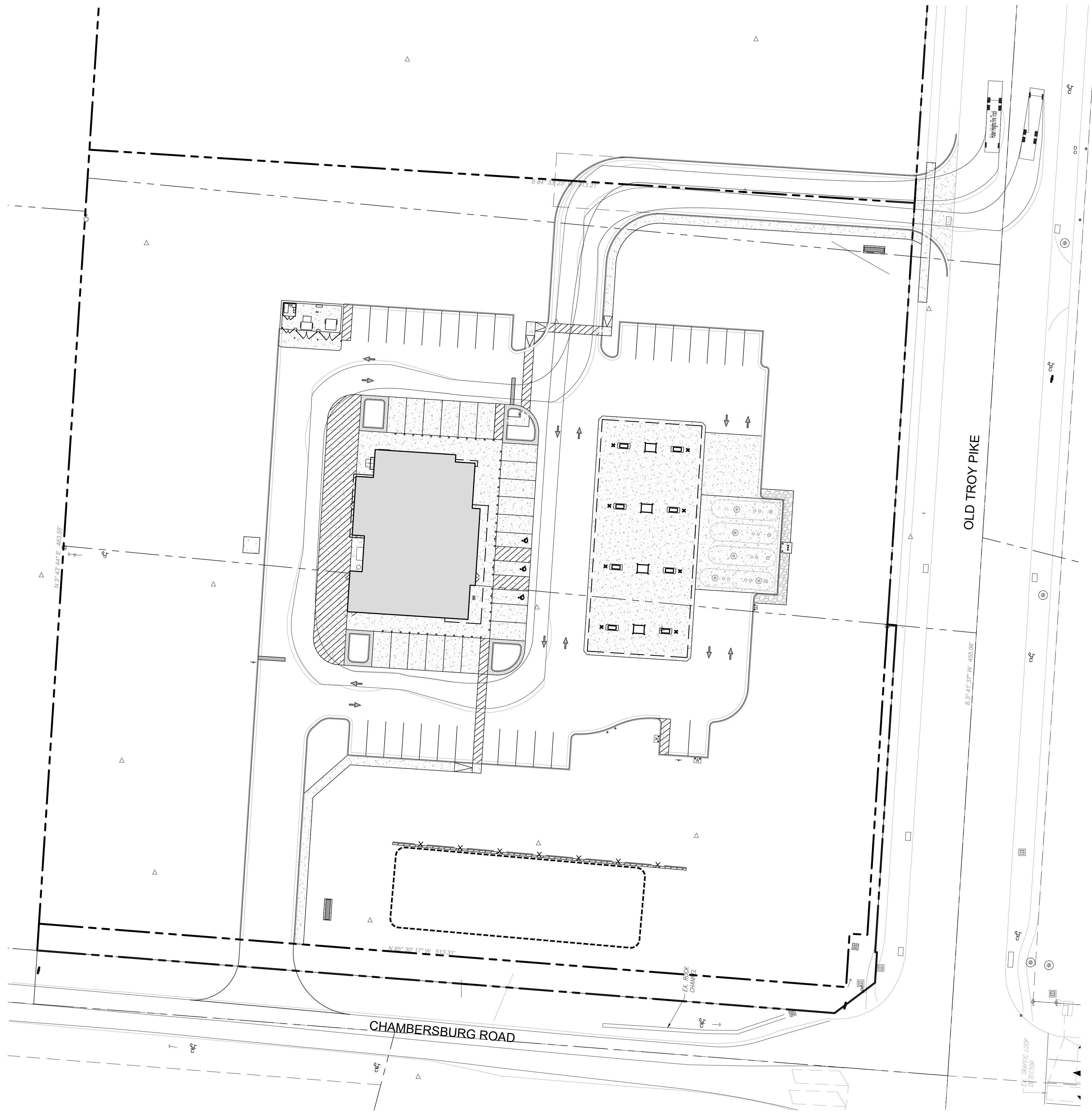
STONEFIELD
 engineering & design

SCALE: 1" = 30' PROJECT ID: DET-220205

TITLE:
**STORE DELIVERY TRUCK
 CIRCULATION (WB-67)**

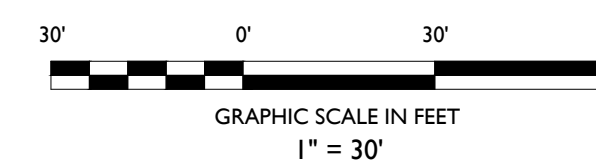
DRAWING:
C-11

V:\072022\DET2205 BLUF FENR004 - 441 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO\PROJECTS\06-11-11-17\CDWG



Huber Heights Ladder 22
 Overall Length
 Overall Width
 Overall Body Height
 Min Body Ground Clearance
 Track Width
 Lock-to-lock time
 Max Wheel Angle

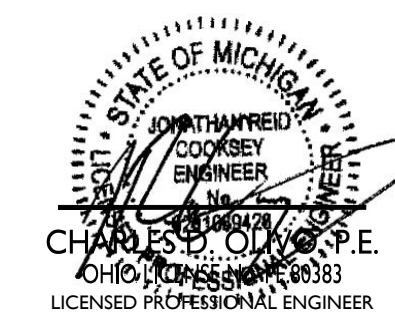
40.000ft
 8.000ft
 7.745ft
 0.656ft
 8.000ft
 5.00s
 45.00°



SITE DEVELOPMENT PLANS

PROPOSED CONVENIENCE STORE WITH GAS PUMPS

PIN: P70 04004 0017 & P70 04004 0026
 4949 CHAMBERSBURG ROAD
 CITY OF HUBER HEIGHTS
 MONTGOMERY COUNTY, OHIO



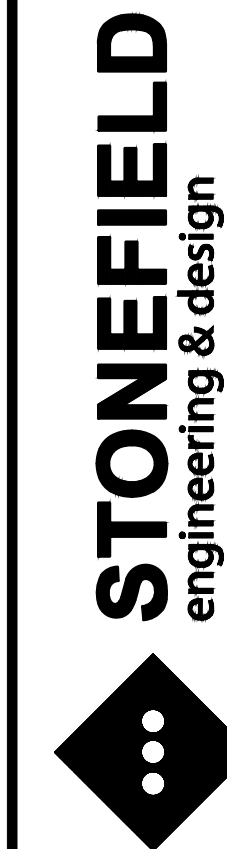
SCALE: 1" = 30' PROJECT ID: DET-220205

TITLE: **FIRE TRUCK CIRCULATION (OLD TROY PIKE)**

DRAWING:

C-12

NOT APPROVED FOR CONSTRUCTION

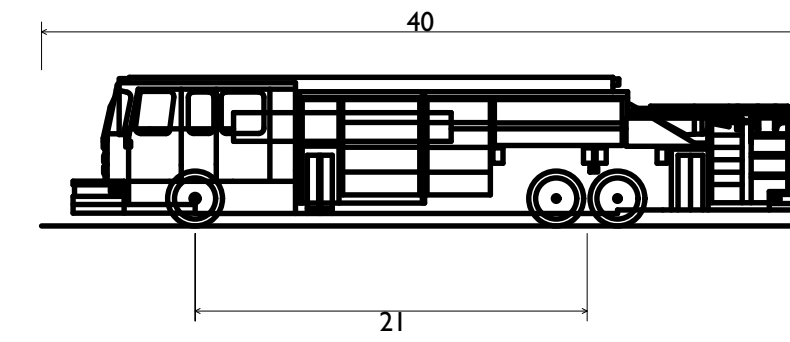
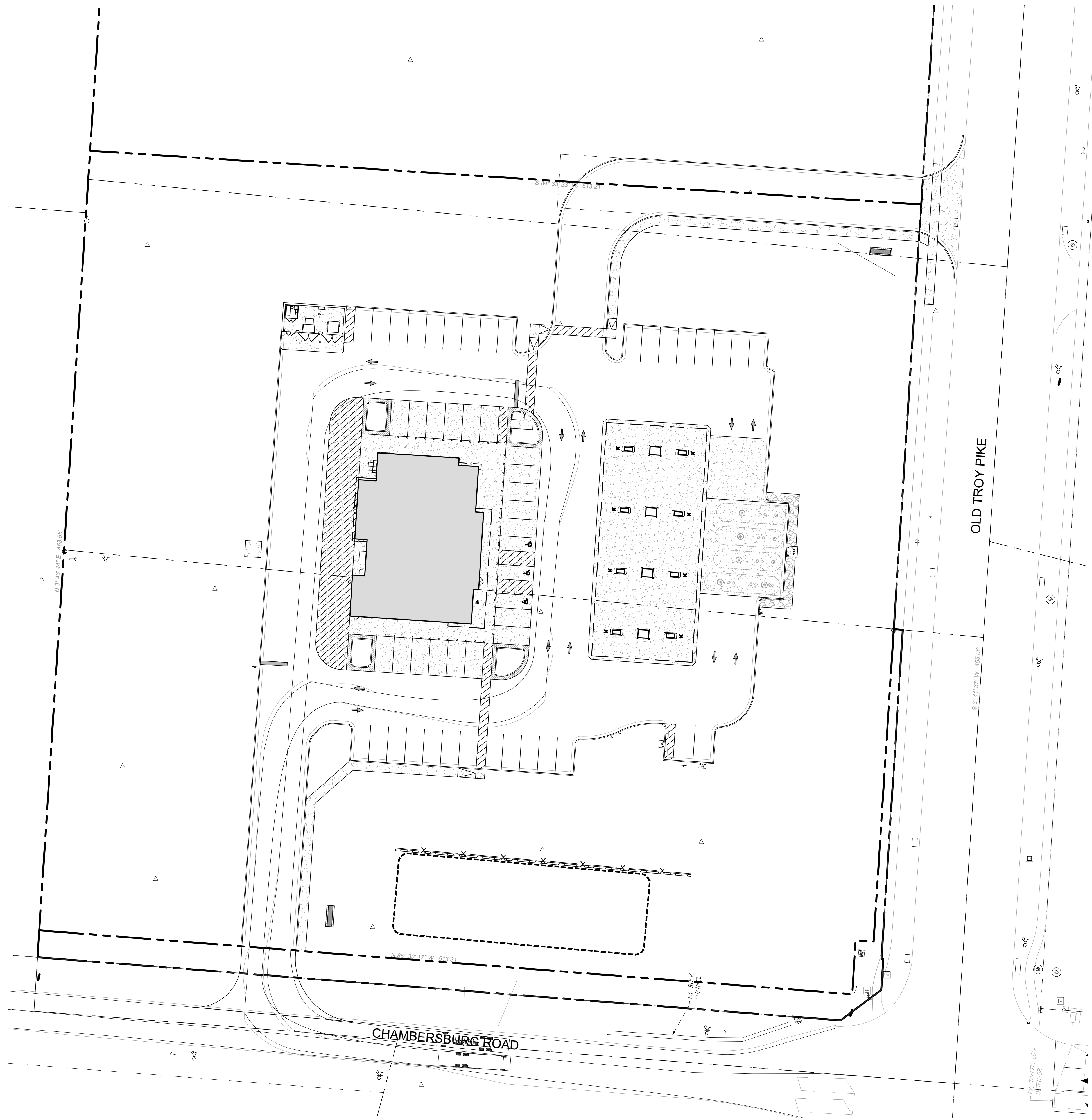


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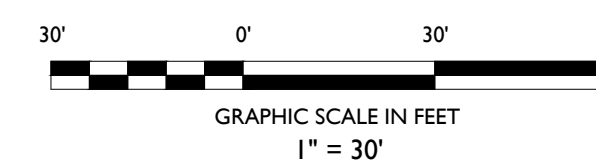
ISSUE	DATE	BY	DESCRIPTION
4	07-08-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB	FOR CLIENT REVIEW

V:\072022\DET22026 BLUE PRINTS\04 - 481 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO\CDR\072022\11-13-23\CDWG



Huber Heights Ladder 22
 Overall Length
 Overall Width
 Overall Body Height
 Min Body Ground Clearance
 Track Width
 Lock-to-lock time
 Max Wheel Angle

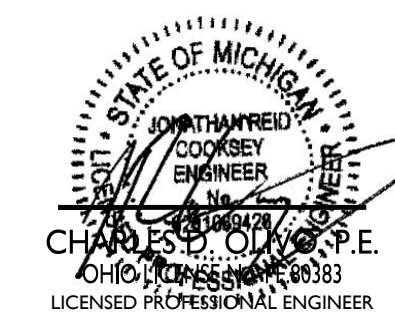
40.000ft
 8.000ft
 7.745ft
 0.656ft
 8.000ft
 5.00s
 45.00°



SITE DEVELOPMENT PLANS

PROPOSED CONVENIENCE STORE WITH GAS PUMPS

PIN: P70 04004 0017 & P70 04004 0026
 4949 CHAMBERSBURG ROAD
 CITY OF HUBER HEIGHTS
 MONTGOMERY COUNTY, OHIO



SCALE: 1" = 30' PROJECT ID: DET-220205

TITLE: **FIRE TRUCK CIRCULATION (CHAMBERSBURG)**

DRAWING:

C-13

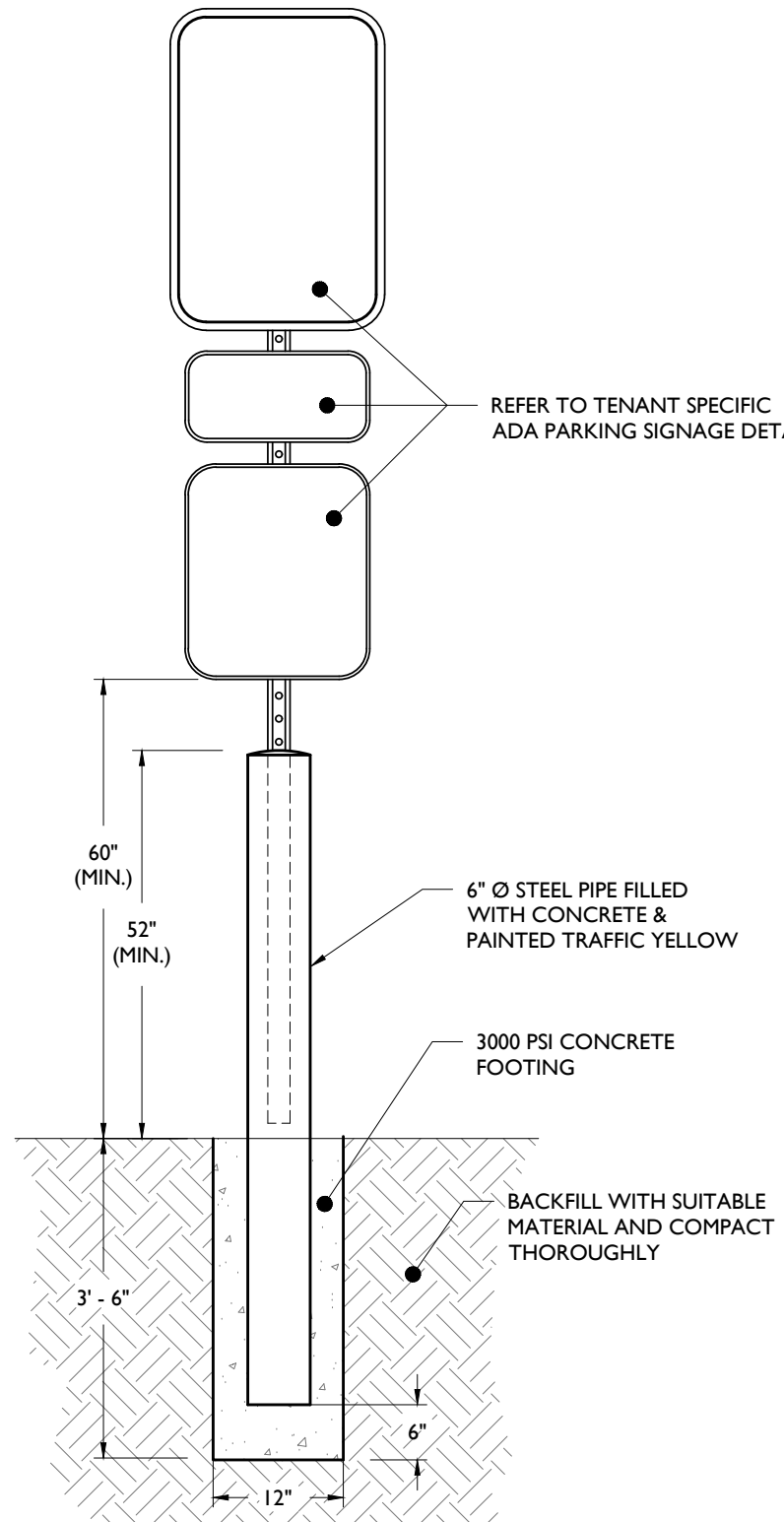
NOT APPROVED FOR CONSTRUCTION



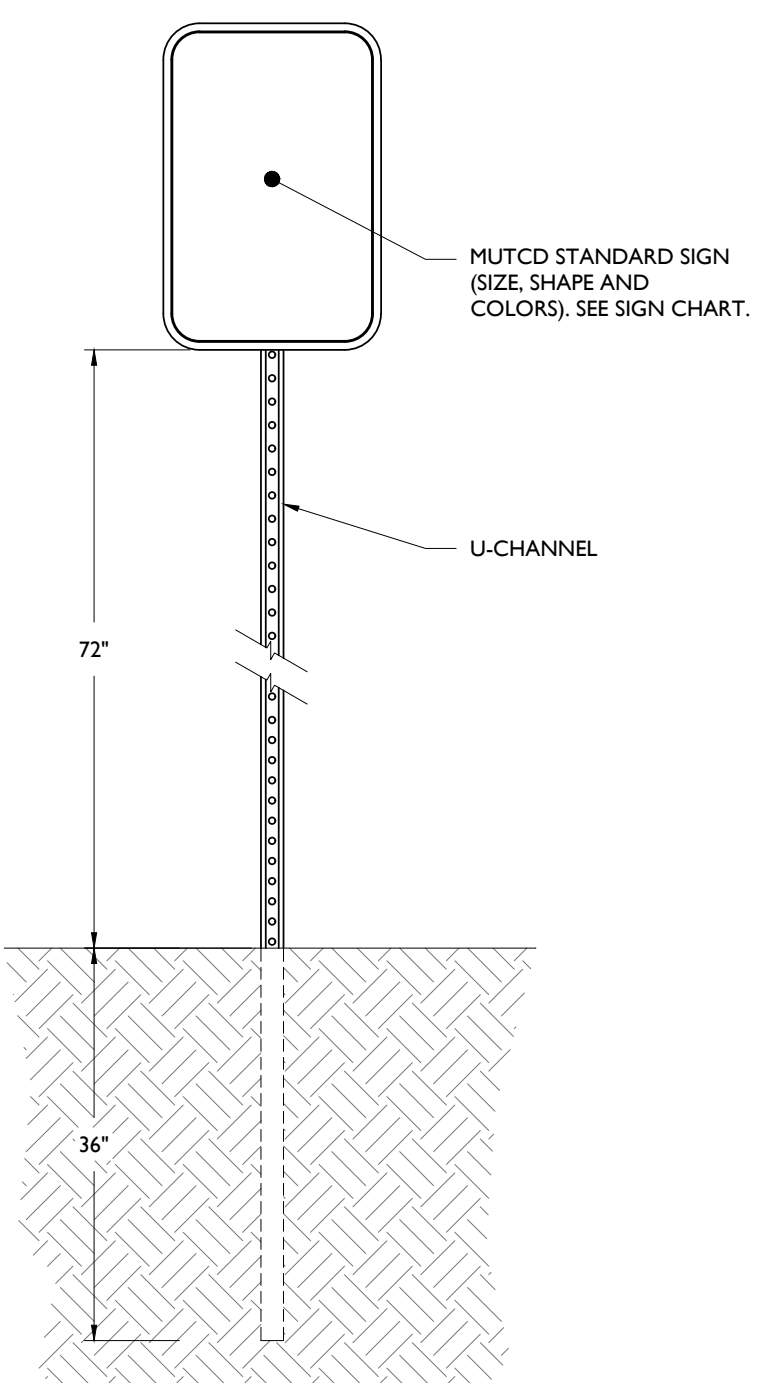
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ISSUE	DATE	BY	DESCRIPTION
4	07-08-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB	FOR CLIENT REVIEW



ACCESSIBLE PARKING SIGN WITH BOLLARD DETAIL
NOT TO SCALE

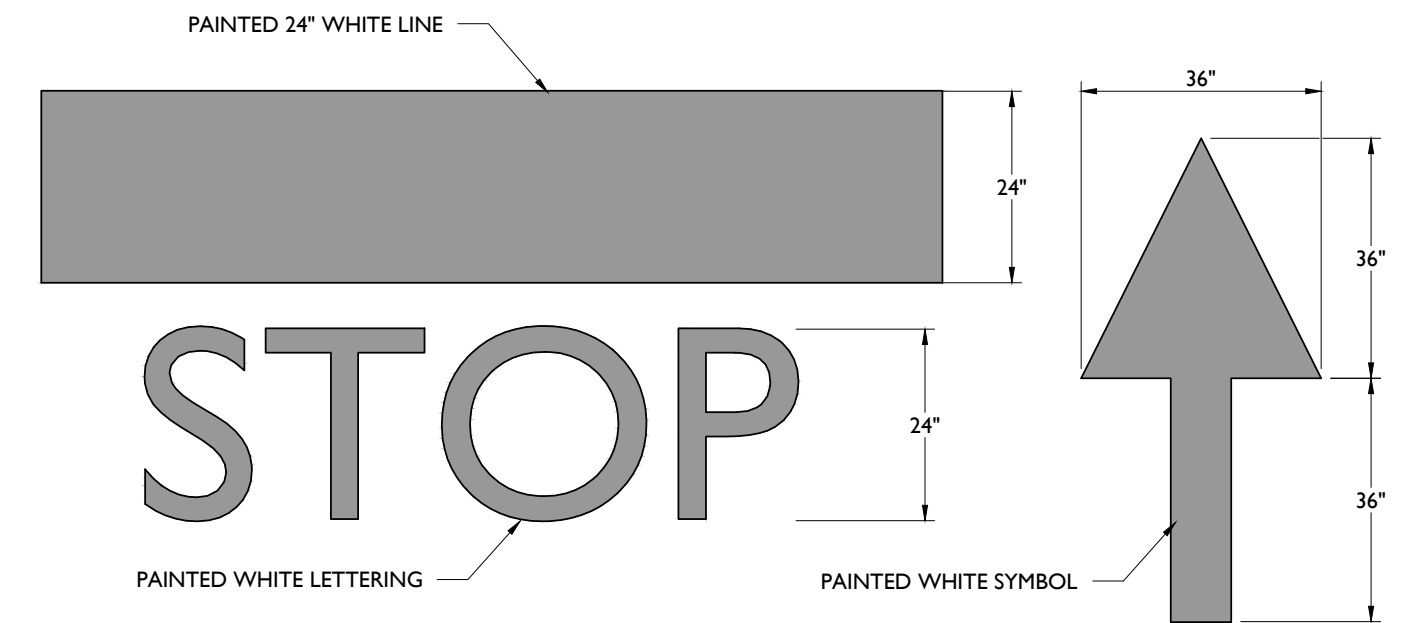


SIGN POST DETAIL
NOT TO SCALE

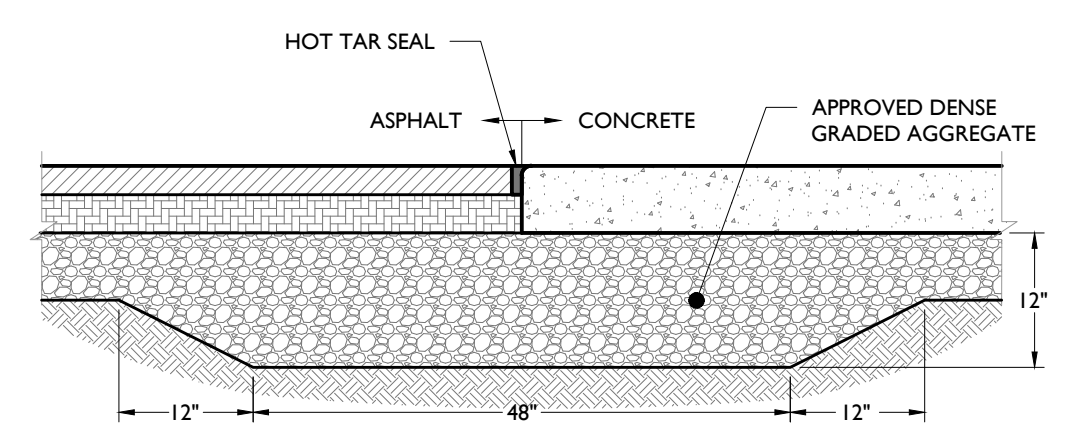
M.U.T.C.D. NUMBER	TEXT	COLOR		SIZE OF SIGN (WIDTH X HEIGHT)	TYPE OF MOUNT
		LEGEND	BACKGROUND		
STOP SIGN (R1-1)		WHITE	RED	36"x36"	GROUND

NOTE:
1. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), EXCEPT AS NOTED.
2. ALL SIGNS SHALL BE MOUNTED AS TO NOT OBSTRUCT THE SHAPE OF "STOP" (R1-1) AND "YIELD" (R1-2) SIGNS.

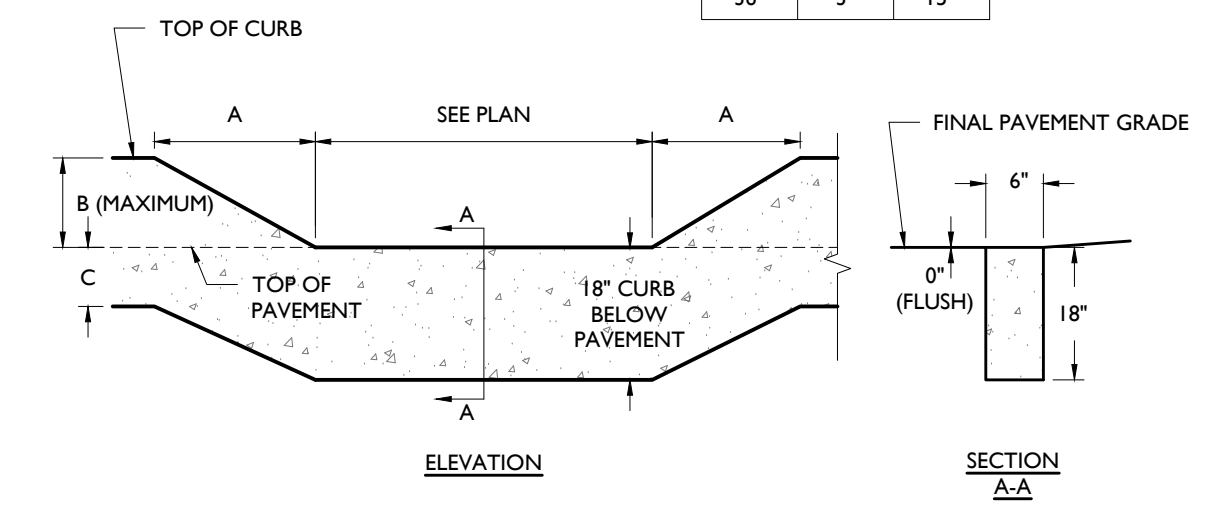
SIGN DATA TABLE
NOT TO SCALE



STOP BAR & ARROW DETAILS
NOT TO SCALE



CONCRETE TO ASPHALT TRANSITION DETAIL
NOT TO SCALE



FLUSH CURB DETAIL
NOT TO SCALE

FLUSH CURB DIMENSIONS		
A	B	C
72"	6"	12"
60"	5"	13"
48"	4"	14"
36"	3"	15"

THE EDGE® Series
LED Area/Flood Luminaire

Product Description
The EDGE® Series has a slim, low profile design. Its rugged cast aluminum housing minimizes wind load requirements and features an integral, weatherlight LED driver compartment and high performance aluminum heat sinks. Various mounting choices: Adjustable Arm, Direct Arm, Direct Arm Long, or Side Arm (details on page 2). Includes a field/retail guard.

Performance Summary
Patented NanoOptic® Product Technology
Assembled in the U.S.A. of U.S. and imported parts
CRI: Minimum 70 CRI (4000K & 5700K), 80 CRI (3000K), 90 CRI (5000K)
CCT: Turtle Friendly Amber, 3000K (+/- 300K), 4000K (+/- 300K), 5000K (+/- 500K), 5700K (+/- 500K) standard
Limited Warranty: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish/7 year on accessories

Accessories
Field-Installed
Hand-Held Remote
Programmable Multi-Level Sensor
NEMA 3-Pin Photocell
CCT Color Temperature
Colorfast DeltaGuard® Finish
NEMA 3-Pin Photocell
CCT Color Temperature
Colorfast DeltaGuard® Finish

LED Count (x16)	Dim. "A"	Weight
02	12.1" (307mm)	21 lbs. (9.5kg)
04	12.1" (307mm)	24 lbs. (11kg)
06	14.1" (358mm)	27 lbs. (12kg)
08	14.1" (358mm)	30 lbs. (14kg)
10	18.1" (459mm)	32 lbs. (14kg)
12	18.1" (459mm)	34 lbs. (15kg)
14	20.1" (511mm)	37 lbs. (17kg)
16	24.1" (612mm)	41 lbs. (19kg)

THE EDGE® Series
LED Security Wall Pack Luminaire

Product Description
The EDGE® wall mount luminaire has a slim, low profile design. The luminaire end caps are made from rugged die cast aluminum with integral, weatherlight LED driver compartments and high performance aluminum heat sinks specifically designed for LED applications. Housing is rugged aluminum. Includes a lightweight mounting bracket for installation over standard and non-rigid single gang J-boxes. Secures to wall with four 2"x2" (50mm) screws by channel. Conductivity from top, bottom, sides and rear. Above mounting for uplight or downlight. Designed and approved for easy through-wiring. Includes field/retail guard.

Performance Summary
Patented NanoOptic® Product Technology
Assembled in the U.S.A. of U.S. and imported parts
CRI: Minimum 70 CRI (4000K & 5700K), 80 CRI (3000K), 90 CRI (5000K)
CCT: Turtle Friendly Amber, 3000K (+/- 300K), 4000K (+/- 300K), 5000K (+/- 500K), 5700K (+/- 500K) standard
Limited Warranty: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish/7 year on accessories

Accessories
Field-Installed
Hand-Held Remote
Programmable Multi-Level Sensor
NEMA 3-Pin Photocell
CCT Color Temperature
Colorfast DeltaGuard® Finish

LED Count (x16)	Dim. "A"	Weight
02	9.9" (251mm)	20 lbs. (9.1kg)
04	11.9" (302mm)	22 lbs. (10kg)
06	13.9" (353mm)	25 lbs. (11.3kg)
08	15.9" (404mm)	27 lbs. (12.2kg)
10	17.9" (455mm)	31 lbs. (14.1kg)
12	19.9" (506mm)	33 lbs. (14.9kg)

304 Series™
LED Recessed Canopy Luminaire

Product Description
Luminaire housing is constructed from rugged die cast aluminum components (RS Mount) or die cast and extruded aluminum components (RS Mount). LED driver is mounted in a sealed weatherlight center chamber that allows for access from below the fixture. Luminaire mounts directly to the canopy deck and is secured in place with the cast aluminum trim frame. Luminaire housing is provided with factory applied foam gasket that provides a watertight seal between luminaire housing and canopy deck. Suitable for use in single or double skin canopies with 1/2" (12.7mm) wide panels. Designed for canopies of 19-22 gauge (minimum 0.007" (0.178mm) thickness).

Performance Summary
Patented NanoOptic® Product Technology
Assembled in the U.S.A. of U.S. and imported parts
CRI: Minimum 70 CRI
CCT: 4000K (+/- 300K), 5700K (+/- 500K) standard
Limited Warranty: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish/7 year on accessories

Accessories
Field-Installed
Hand-Held Remote
Programmable Multi-Level Sensor
NEMA 3-Pin Photocell
CCT Color Temperature
Colorfast DeltaGuard® Finish

LED Count (x16)	Dim. "A"	Weight
02	9.9" (251mm)	20 lbs. (9.1kg)
04	11.9" (302mm)	22 lbs. (10kg)
06	13.9" (353mm)	25 lbs. (11.3kg)
08	15.9" (404mm)	27 lbs. (12.2kg)
10	17.9" (455mm)	31 lbs. (14.1kg)
12	19.9" (506mm)	33 lbs. (14.9kg)

Ordering Information
Example: ARE-EDG-2M-AA-12-E-UL-SV-300

Product	Optic	Mounting*	LED Count (x16)	E	Series	Voltage	Color Options	Drive Current	Options
ARE-EDG	DM	2MP	02	E	UL	300	Black	DM	0-10V Dimming Control by DALI Can't exceed spec'd drive current Not available with PML options
		3MP	04			500	Black		
		4MP	06			500	Black		
		5MP	08			500	Black		
		6MP	10			500	Black		
		7MP	12			500	Black		
		8MP	14			500	Black		
		9MP	16			500	Black		
		10MP	18			500	Black		
		11MP	20			500	Black		
		12MP	24			500	Black		

AREA LIGHTS 'A' DETAIL
NOT TO SCALE

Ordering Information
Example: SEC-EDG-2M-WM-06-E-UL-SV-300

Product	Optic	Mounting*	LED Count (x16)	E	Series	Voltage	Color Options	Drive Current	Options
SEC-EDG	DM	WM	02	E	UL	300	Black	DM	0-10V Dimming Control by DALI Can't exceed spec'd drive current Not available with PML options
		3MP	04			500	Black		
		4MP	06			500	Black		
		5MP	08			500	Black		
		6MP	10			500	Black		
		7MP	12			500	Black		
		8MP	14			500	Black		
		9MP	16			500	Black		
		10MP	18			500	Black		
		11MP	20			500	Black		
		12MP	24			500	Black		

AREA LIGHTS 'B' DETAIL
NOT TO SCALE

Ordering Information
Example: CAN-304-2M-DM-06-E-UL-SV-300

Product	Optic	Mounting*	LED Count (x16)	E	Series	Voltage	Color Options	Drive Current	Options
CAN-304	DM	DM	02	E	UL	300	Black	DM	0-10V Dimming Control by DALI Can't exceed spec'd drive current Not available with PML options
		3MP	04			500	Black		
		4MP	06			500	Black		
		5MP	08			500	Black		
		6MP	10			500	Black		
		7MP	12			500	Black		
		8MP	14			500	Black		
		9MP	16			500	Black		
		10MP	18			500	Black		
		11MP	20			500	Black		
		12MP	24			500	Black		

AREA LIGHTS 'C' DETAIL
NOT TO SCALE

NO.	DATE	ISSUE	BY	DESCRIPTION
4	07-08-2023		KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023		KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023		KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023		NB	FOR CLIENT REVIEW

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PROPOSED CONVENIENCE STORE WITH GAS PUMPS

STATE OF MICHIGAN
CHUCK COOKER
REGISTERED PROFESSIONAL ENGINEER
LICENSED PROFESSIONAL ENGINEER

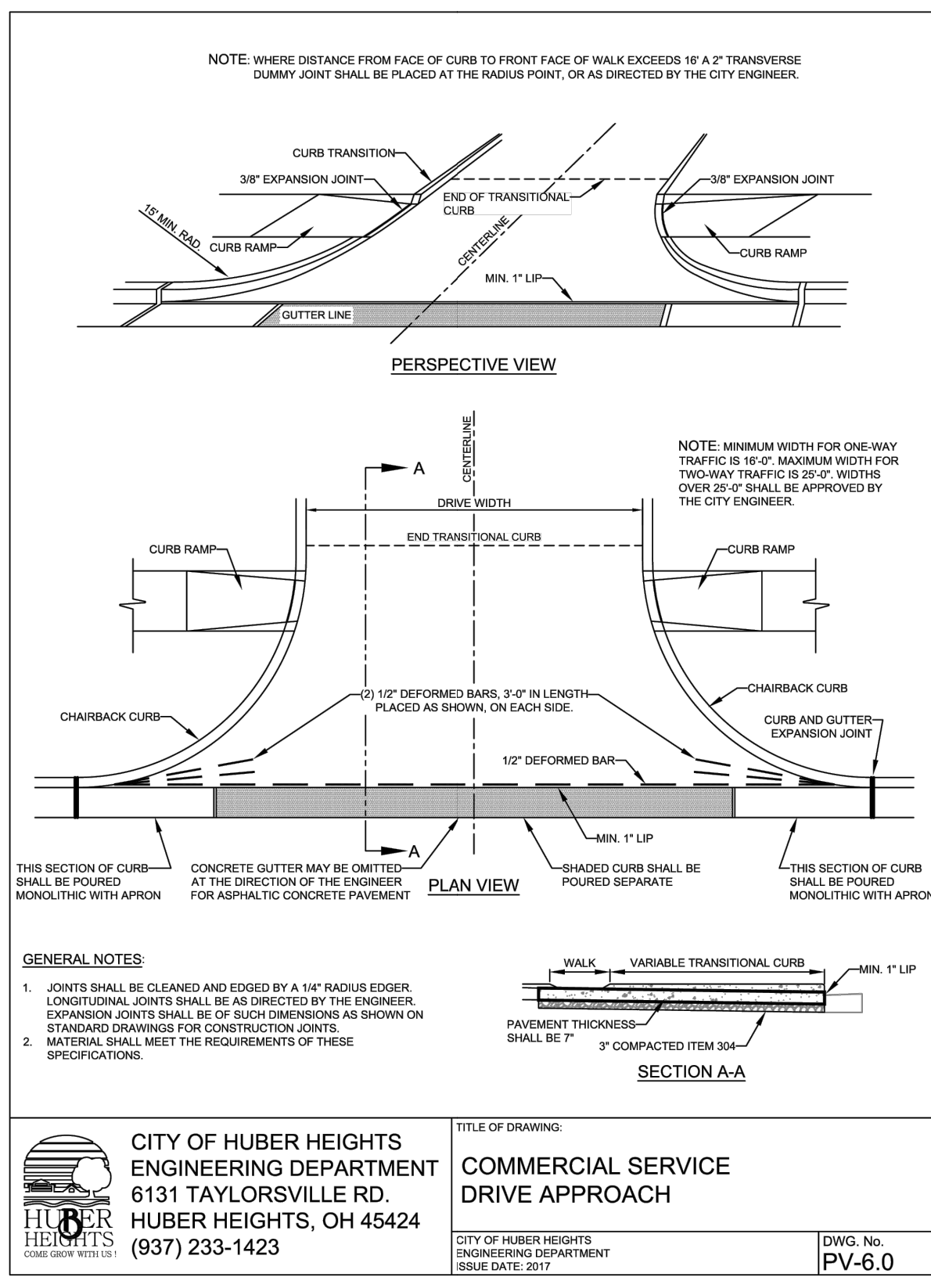
PIN: P70 04004 0017 & P70 04004 0026
4949 CHAMBERSBURG ROAD
CITY OF HUBER HEIGHTS
MONTGOMERY COUNTY, OHIO

STONEFIELD
engineering & design

SCALE: AS SHOWN PROJECT ID: DET-220205

TITLE: CONSTRUCTION DETAILS

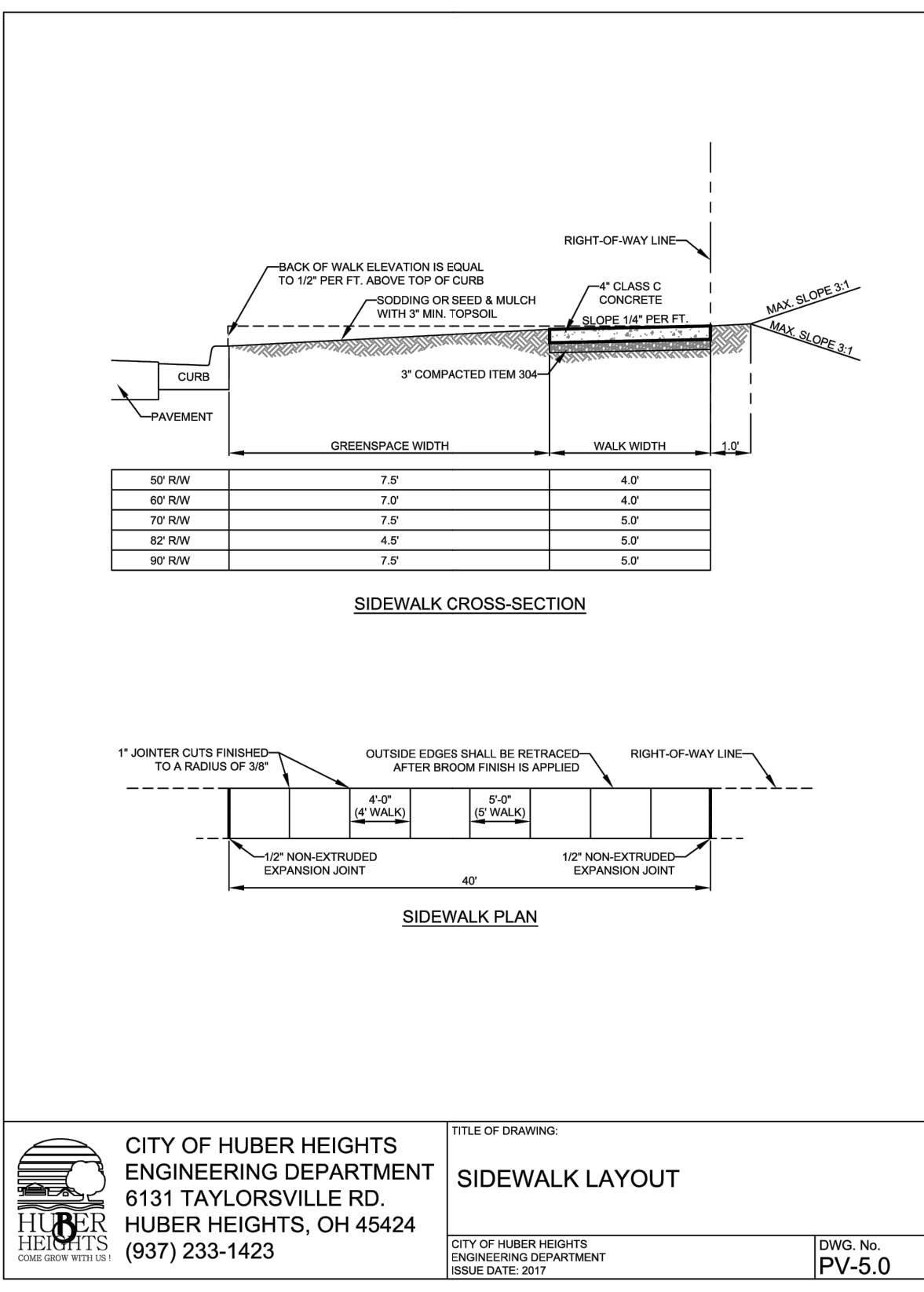
DRAWING: C-14



CITY STANDARD DRIVE APPROACH DETAIL

NOT TO SCALE

4



CITY STANDARD RIGHT-OF-WAY SIDEWALK DETAIL

NOT TO SCALE

5

WAWA PAVING SPECIFICATION / NOTES

A) ASPHALT PAVING FOR DRIVEWAYS AND PARKING AREAS SHALL CONSIST OF HOT-LAID PLANT-MIX BITUMINOUS CONCRETE PAVING MATERIAL CONTAINING A BLEND OF COARSE AGGREGATE, FINE AGGREGATE, MINERAL FILLER AND ASPHALT CEMENT BINDER. ALTHOUGH GRADATION REQUIREMENTS ARE PROVIDED FOR DIFFERENT TYPES OR COURSES OF ASPHALT PAVING MIXES, IT IS INTENDED THAT APPLICABLE PROVISIONS FROM THE SPECIFICATIONS OF THE DEPARTMENT OF TRANSPORTATION (DOT) OF THE STATE WHERE THE PROJECT SITE IS LOCATE SHALL GOVERN.

B) AT LEAST TWO (2) WEEKS PRIOR TO PAVING, THE CONTRACTOR SHALL SUBMIT TO WAWA INC. A COPY OF THE STATE DOT APPROVED JOB MIX FORMULA FOR EACH PAVING MIX PROPOSED FOR USE ON THE PROJECT. EACH JOB MIX FORMULA MUST INDICATE THE SOURCES AND PROPORTIONS OF THE MIX COMPONENTS, THE RESULTANT MIX GRADATION RANGE AND THE MARSHALL STABILITY, FLOW AND AIR Voids TEST RESULTS. APPROVAL OF EACH JOB MIX FORMULA MUST BE OBTAINED FROM WAWA INC. BEFORE ORDERING MATERIALS.

C) CONTRACTOR TO SUBMIT TO WAWA CONSTRUCTION MANAGER ALL DELIVERY TICKETS FOR ASPHALT MATERIAL INDICATING FORMULA MIX APPROVED AS DESCRIBED ABOVE IN SECTION 3.

D) FOR PAVEMENTS CONTAINING A DENSE GRADED AGGREGATE BASE OR A STABILIZED AGGREGATE BASE, ASPHALT-PAVING LAYERS SHALL CONSIST OF A BINDER COURSE AND A WEARING SURFACE. FOR FULL-DEPTH ASPHALT PAVEMENTS, THE PAVING LAYERS SHALL CONSIST OF AN ASPHALT BASE COURSE, TOGETHER WITH A BINDER COURSE AND WEARING SURFACE. THE THICKNESS AND LOCATIONS OF THE RESPECTIVE COURSES OF ASPHALT PAVING SHALL BE IN ACCORDANCE WITH THE APPROVED SITE PLAN FOR THE PROJECT.

E) PLACEMENT OF ASPHALT PAVING SHALL COMMENCE AFTER ALL GRADING AND UTILITY WORK HAS BEEN COMPLETED AND APPROVED. FOR FULL-DEPTH ASPHALT PAVING, THE ASPHALT BASE COURSE SHALL BE PLACED ON THE PREPARED SUB GRADE, PROVIDED THE SUB-GRADE IS NOT FROZEN, MUDDY, OR OVERLY WET. WHEN FULL DEPTH ASPHALT PAVING IS NOT USED, THE ASPHALT BINDER COURSE SHALL BE PLACED ON A PROPERLY COMPACTED BASE, CONSISTING OF EITHER DENSE GRADED AGGREGATE OR STABILIZED AGGREGATE.

F) ALL UTILITY FITTINGS (INLET GRATES, MANHOLE COVERS, VALVE BOXES) SHALL BE IN PLACE AND AT THE CORRECT ELEVATION AT THE START OF PAVING. DURING PAVING OPERATIONS, ADEQUATE PROTECTION MUST BE PROVIDED AGAINST ALL TRAFFIC BY MEANS OF TEMPORARY BARRIERS, FLASHING LIGHTS, ETC. UNTIL THE COMPLETION AND APPROVAL OF THE FINISHED PAVEMENT. REMOVE ALL BARRIERS AS SOON AS THE PAVING WORK HAS BEEN COMPLETED AND APPROVED. ALL PAVING WORK SHALL BE PERFORMED IN COMPLIANCE WITH APPLICABLE STATE DOT SPECIFICATIONS.

G) FOR FULL-DEPTH ASPHALT PAVEMENTS, THE PREPARED SUB-GRADE SHALL BE TREATED WITH A BITUMINOUS PRIME COAT APPLIED AT A RATE OF 0.3 TO 0.5 GALLONS PER SQUARE YARD PRIOR TO PLACEMENT OF THE BASE COURSE. FOR ASPHALT PAVEMENTS PLACED ON A DENSE GRADED OR STABILIZED AGGREGATE BASE COURSE, THE SURFACE OF THE BASE COURSE SHALL BE TREATED WITH A BITUMINOUS PRIME COAT APPLIED AT A RATE OF 0.2 GALLONS PER SQUARE YARD. PRIME COAT SHALL BE EITHER HOT LIQUID ASPHALT OR RAPID SETTING EMULSIFIED ASPHALT. THE PRIME COAT SHALL BE UNIFORMLY APPLIED BY MEANS OF A PRESSURE DISTRIBUTOR WITH THE TEMPERATURE RANGE SPECIFIED BY APPLICABLE STATE DOT SPECIFICATIONS.

H) ALL LAYERS OF ASPHALT PAVING SHALL BE PLACED BY MEANS OF A SELF-PROPELLED PAVING MACHINE. PAVING MATERIAL SHALL BE PLACED AT SUFFICIENT LOOSE THICKNESS TO ASSURE THE SPECIFIED FINISHED LAYER THICKNESS AFTER ROLLING. WAWA INC. REQUIRES THE COLLECTION OF ALL DELIVERY SLIPS OF PAVING MATERIAL AND ALSO RESERVES THE RIGHT TO TAKE CORE SPECIMENS TO VERIFY THE FINISHED PAVEMENT THICKNESS PRIOR TO MAKING FINAL PAVEMENT.

I) ALL ASPHALT PAVING MATERIALS SHALL BE PLACED WITHIN A TEMPERATURE RANGE OF 300° TO 320° F. OR NOT MORE THAN 15° F BELOW THE MINIMUM TEMPERATURE SHOWN ON THE MATERIAL SUPPLIER'S BILL OF LADING. DO NOT PLACE PAVING MATERIAL DURING PERIODS OF PRECIPITATION, ON WET SURFACES OR WHEN THE AIR TEMPERATURE IS LESS THAN 40° F. ALL PAVING MATERIAL FOR EACH COURSE OF PAVEMENT SHALL BE OF UNIFORM APPEARANCE AND SURFACE TEXTURE THROUGHOUT. CORRECT ANY IRREGULARITIES IN THE SURFACE OF THE PAVING MATERIAL, PARTICULARLY THE WEARING SURFACE, DIRECTLY BEHIND THE PAVEMENT AND PRIOR TO COMPACTION. AVOID BROADCASTING OF THE PAVING MATERIAL.

WAWA PAVING SPECIFICATION AND NOTES

NOT TO SCALE

J) COMMENCE ROLLING AS SOON AS THE PAVING MATERIAL CAN BE COMPACTED WITHOUT DISPLACEMENT. ROLLING MUST BE DONE WHILE THE PAVING MATERIAL IS WITHIN 15° TO 25° F OF THE TEMPERATURE OF THE MATERIAL WHEN DELIVERED. COMPACT ALL PAVING MATERIAL TO A MINIMUM OF 95 PERCENT OF MAXIMUM MARSHALL DENSITY, AS DETERMINED AT THE HOT MIX PLANT. FINAL COMPACTION SHALL BE ACCOMPLISHED USING EITHER A MINIMUM 10 TON STEEL WHEELED STATIC ROLLER OR A STEEL SMOOTH DRUM VIBRATORY ROLLER WITH A MINIMUM 10 TON VIBRATORY RATING. FINAL ROLLING SHALL REMOVE ALL INDENTATIONS OR IRREGULARITIES IN THE PAVEMENT SURFACE.

K) ALL PAVING WORK SHALL BE PERFORMED WITH UTMOST CARE AND IN ACCORDANCE WITH ALL INDUSTRY ACCEPTED STANDARDS OF GOOD PRACTICE. THE CONTRACTOR SHALL AVOID ANY DAMAGE OR STAINING TO CURBS, SIDEWALKS, APRONS, SHRUBBERY OR OTHER WORK. ALL PAVING EDGES MUST BE SEALED USING RUBBERIZED ASPHALT HOT POLYMER SEALING MATERIAL, APPLIED BY SQUEEGEE TO A MINIMUM 6-INCH WIDTH.

L) WHERE ASPHALT PAVEMENT IS BEING PLACED AFTER NOVEMBER 1, THE BINDER COURSE SHALL BE USED AS A SURFACE UNTIL THE FOLLOWING SPRING. AT THAT TIME, ANY IRREGULARITIES, POTHOLES OR OTHER SIGNS OF DISTRESS IN THE BINDER COURSE SHALL BE REPAIRED OR REPLACED. THE FINISHED WEARING SURFACE SHALL THEN BE APPLIED AT THE DIRECTION OF A WAWA REPRESENTATIVE.

M) GRADATION REQUIREMENTS: ASPHALT PAVING MIXTURES FOR DRIVEWAYS AND PARKING AREAS SHALL COMPLY WITH THE FOLLOWING PARTICLE SIZE DISTRIBUTION REQUIREMENTS AS APPLICABLE. GRADATION REQUIREMENTS FOR SUPERPAVE MIXES SHALL SUPERSEDE THIS TABLE.

Percent by Weight Passing

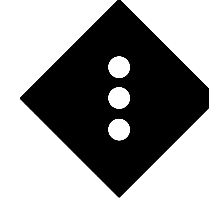
Sieve Size	Base Course	Binder Course	Wearing Surface
2"	100	-	-
1 1/2"	95 - 100	100	-
1"	-	90 - 100	-
3/4"	60 - 100	75 - 95	-
1/2"	-	50 - 80	100
3/8"	40 - 70	45 - 75	80 - 100
#4	-	30 - 60	45 - 80
#8	15 - 40	15 - 45	30 - 60
#16	-	10 - 30	20 - 45
#30	8 - 24	8 - 24	10 - 35
#50	5 - 20	5 - 20	5 - 30
#100	4 - 10	4 - 10	4 - 14
#200	2 - 8	2 - 8	3 - 10

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STATE OF MICHIGAN
 REGISTERED PROFESSIONAL ENGINEER
 CHARLES J. COOPER, P.E.
 LICENSE NO. 98383

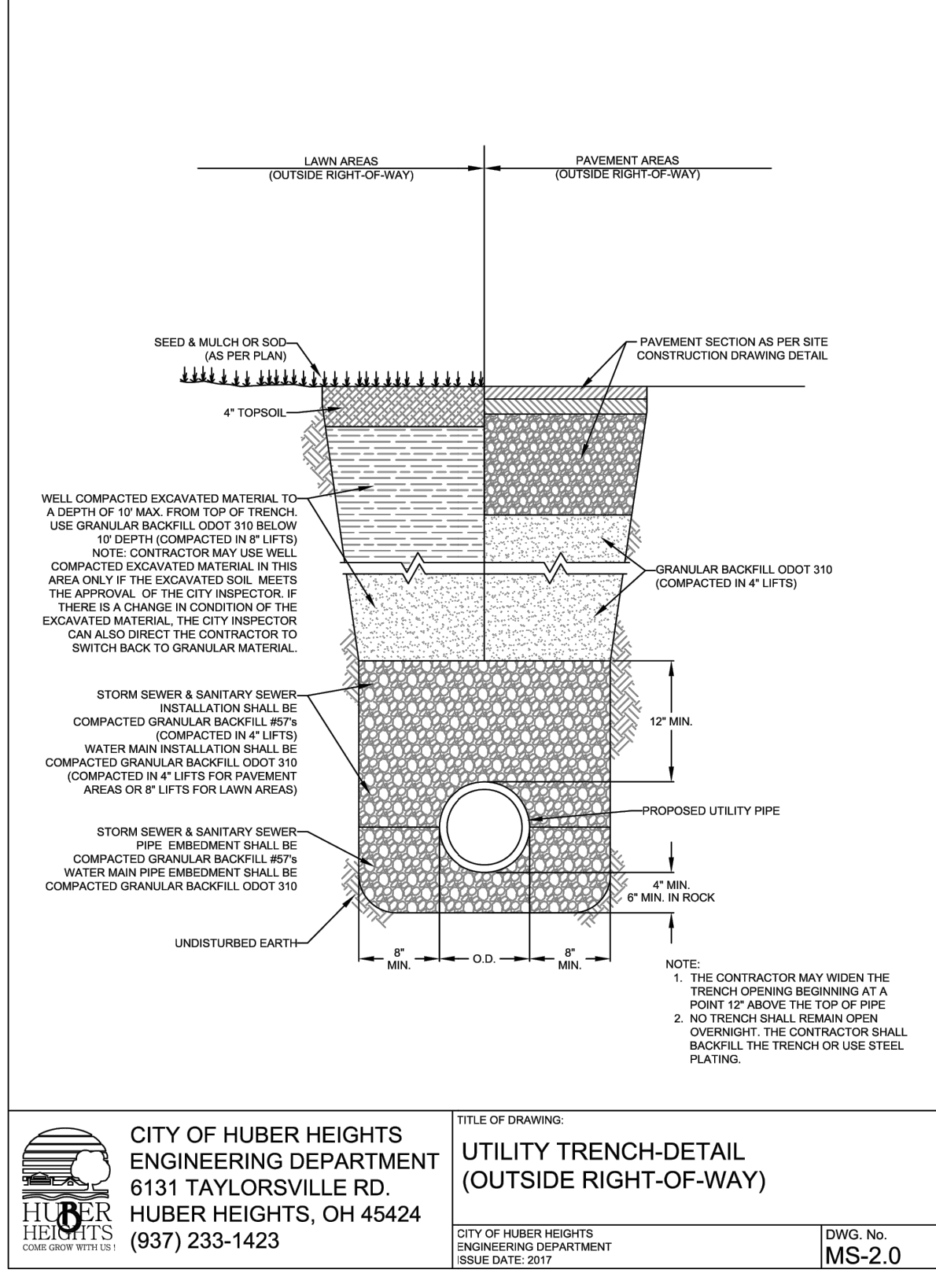
STONEFIELD
engineering & design

SCALE: AS SHOWN PROJECT ID: DET-220205

CONSTRUCTION DETAILS

DRAWING:

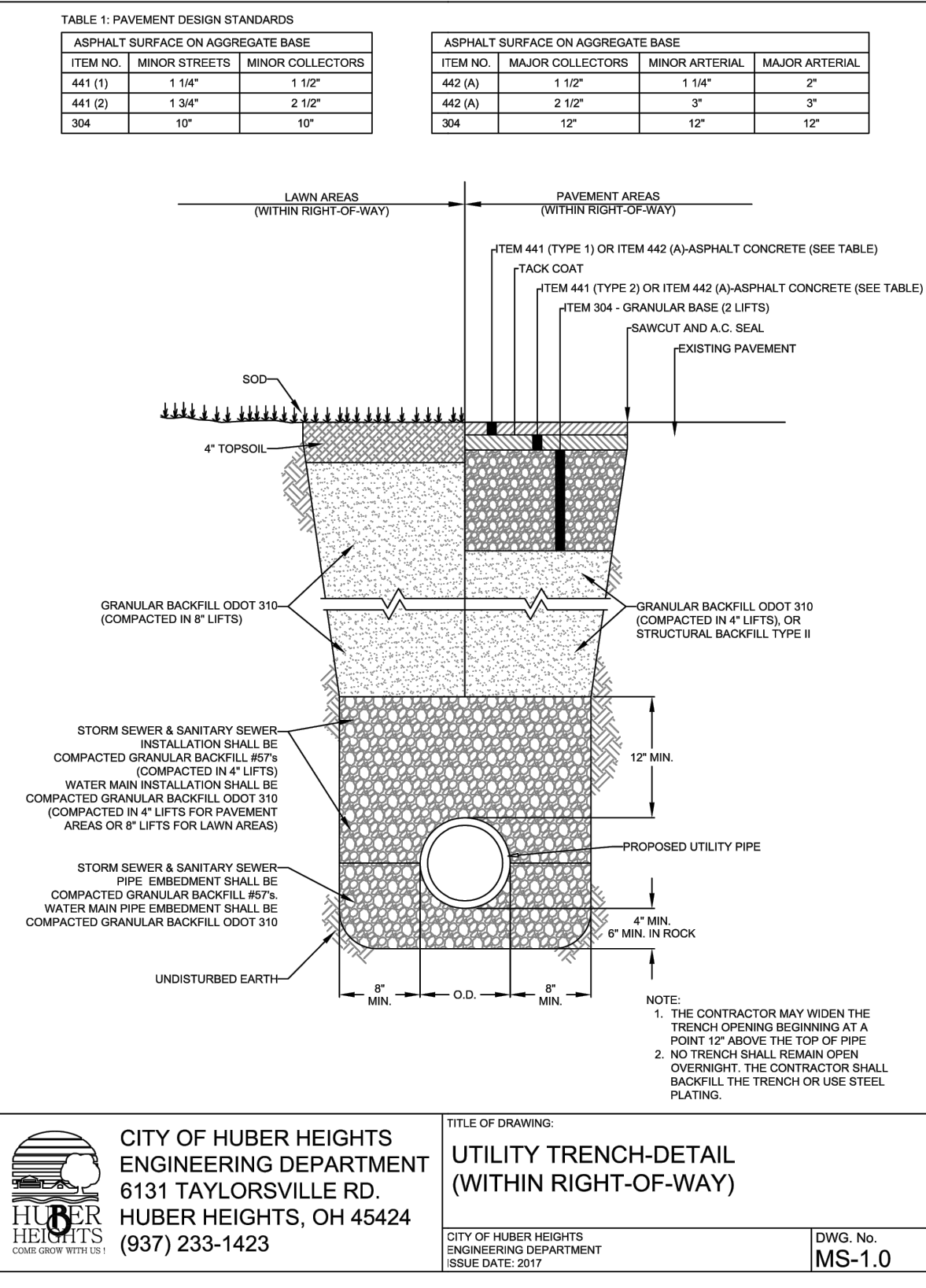
C-15



CITY STANDARD UTILITY TRENCH DETAIL (PRIVATE PROPERTY)

NOT TO SCALE

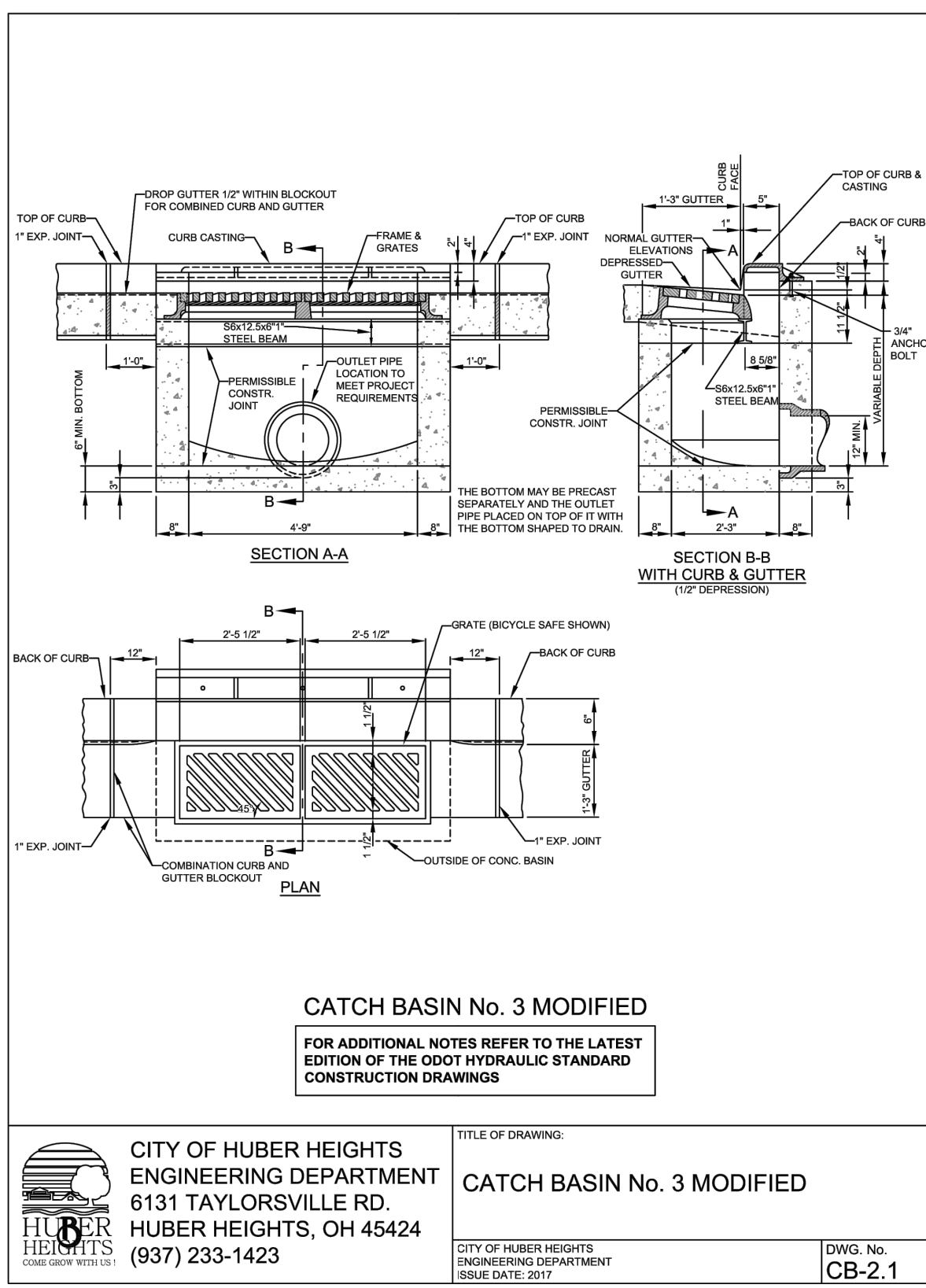
6



CITY STANDARD UTILITY TRENCH DETAIL (PUBLIC RIGHT-OF-WAY)

NOT TO SCALE

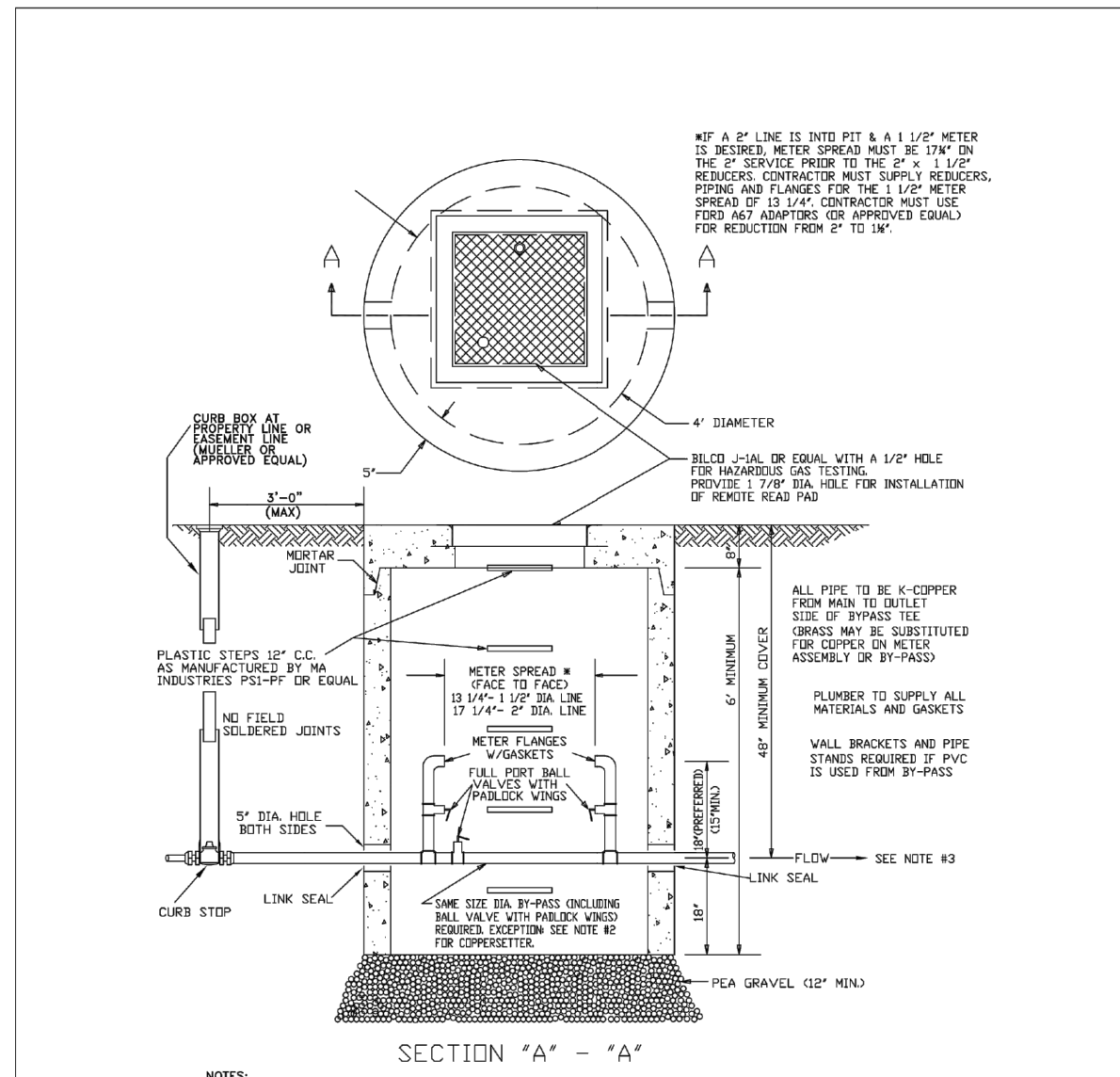
7



CITY STANDARD No. 3 CATCH BASIN DETAIL

NOT TO SCALE

8



**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
6131 TAYLORSVILLE RD.
HUBER HEIGHTS, OH 45424
(937) 233-1423**

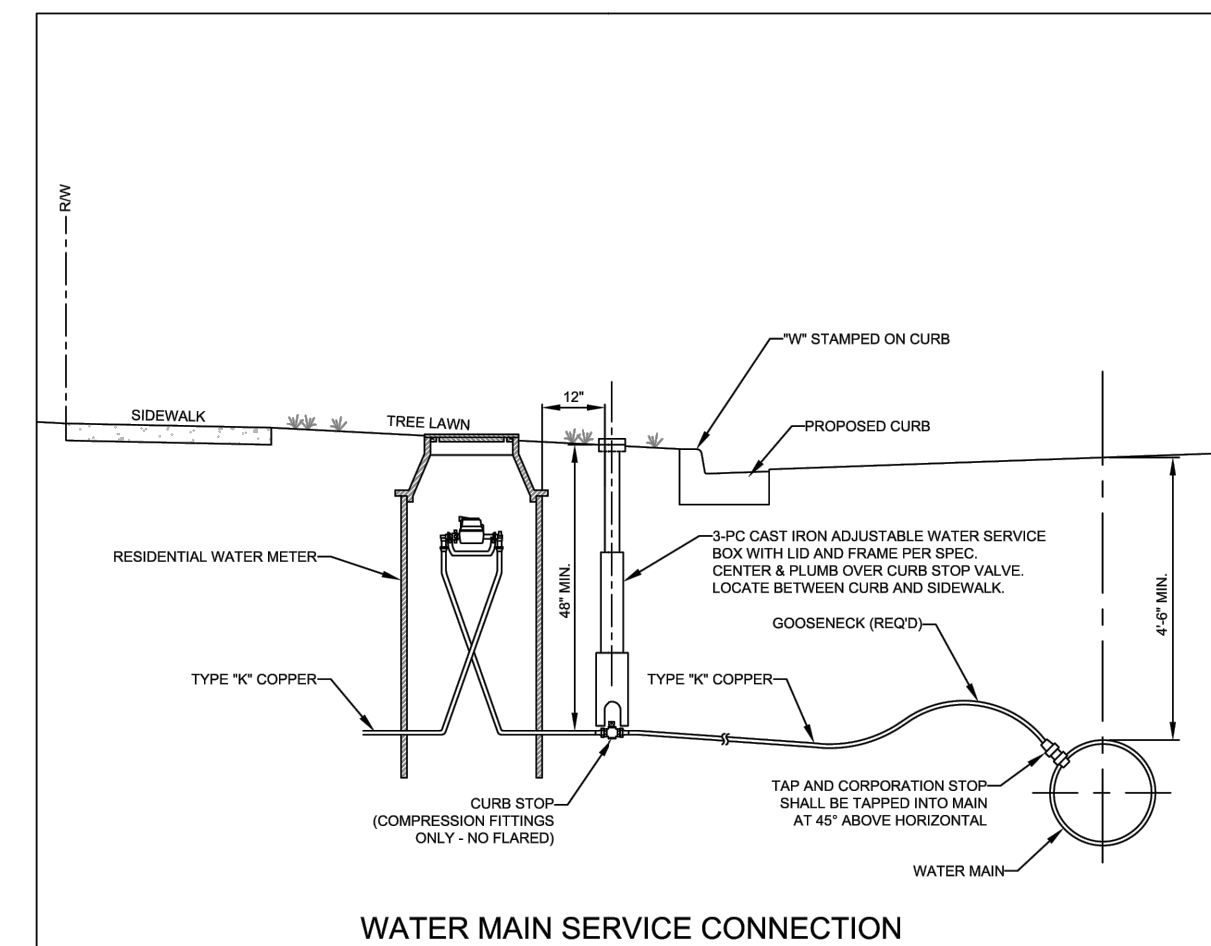
**TITLE OF DRAWING:
1 1/2" & 2" WATER METER PIT
(1 1/2" & 2" SERVICE LINE)
(FOR OFF ROAD USE ONLY)**

**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
ISSUE DATE: 2017**

**DWG. No.
WT-6.0**

CITY STANDARD WATER METER PIT DETAIL

NOT TO SCALE



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ENGINEERING DEPARTMENT
6131 TAYLORSVILLE RD.
HUBER HEIGHTS, OH 45424
(937) 233-1423**

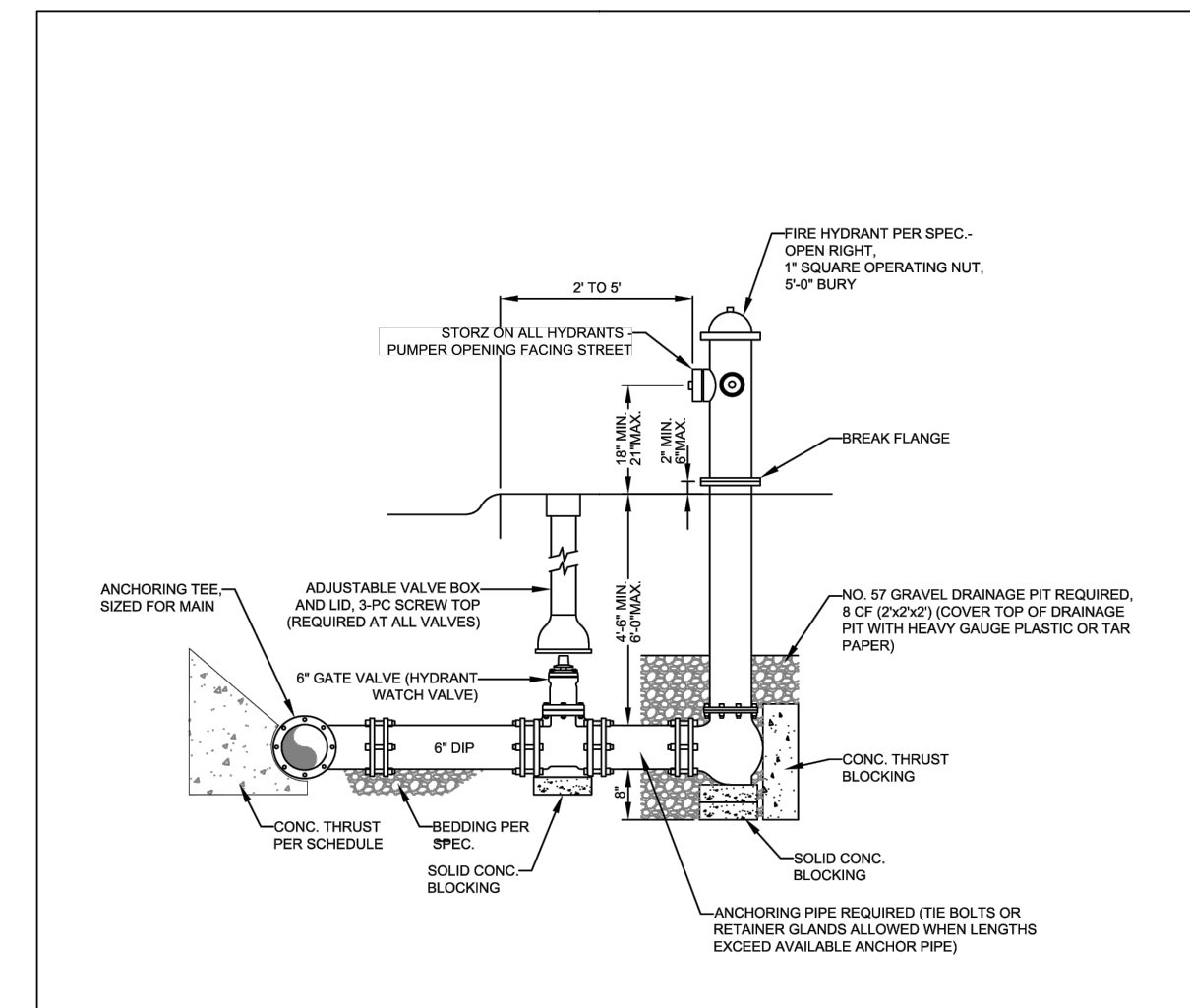
**TITLE OF DRAWING:
WATER MAIN SERVICE CONNECTION**

**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
ISSUE DATE: 2017**

**DWG. No.
WT-4.0**

CITY STANDARD WATER SERVICE CONNECTION DETAIL

NOT TO SCALE



**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
6131 TAYLORSVILLE RD.
HUBER HEIGHTS, OH 45424
(937) 233-1423**

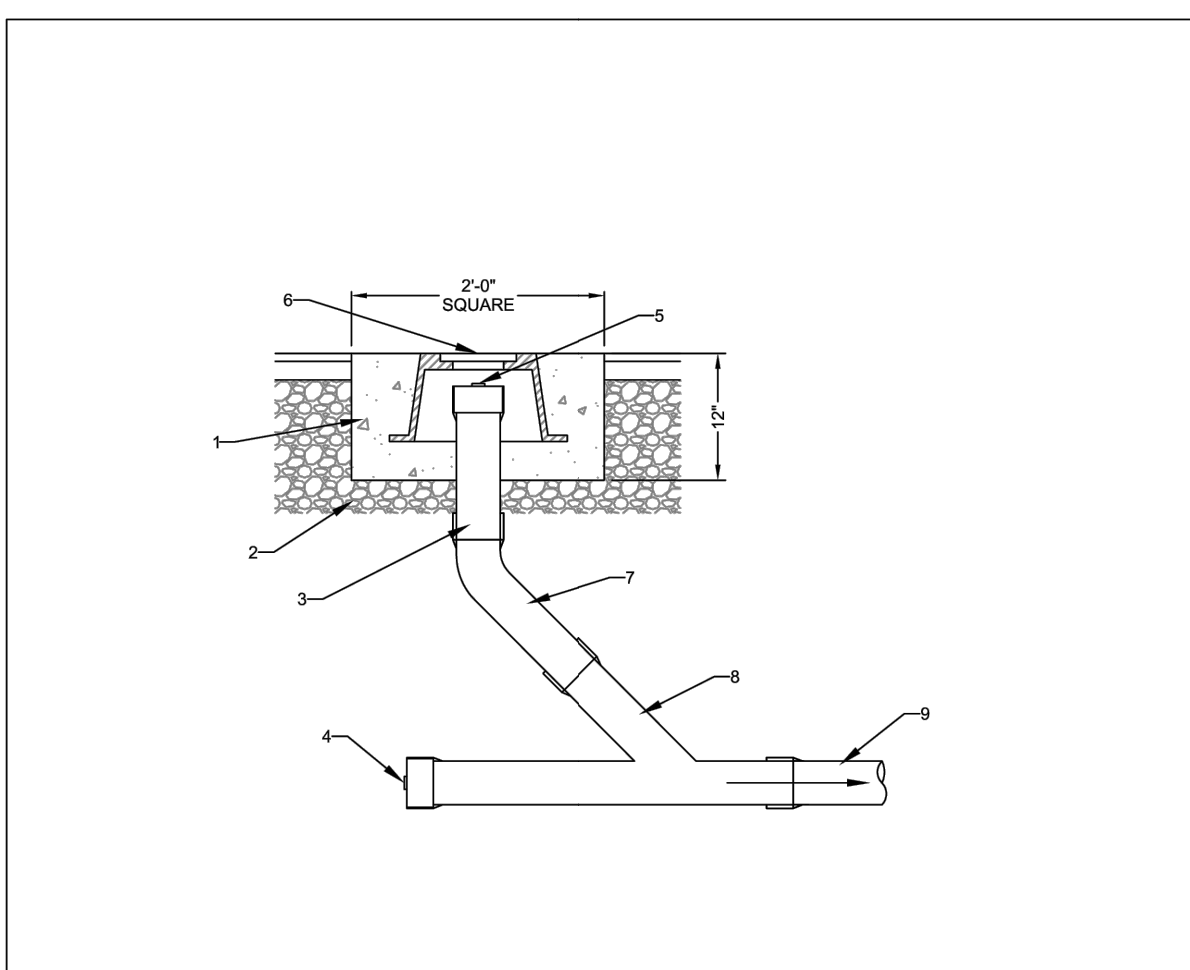
**TITLE OF DRAWING:
FIRE HYDRANT ASSEMBLY**

**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
ISSUE DATE: 2017**

**DWG. No.
WT-1.0**

CITY STANDARD FIRE HYDRANT ASSEMBLY DETAIL

NOT TO SCALE



**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
6131 TAYLORSVILLE RD.
HUBER HEIGHTS, OH 45424
(937) 233-1423**

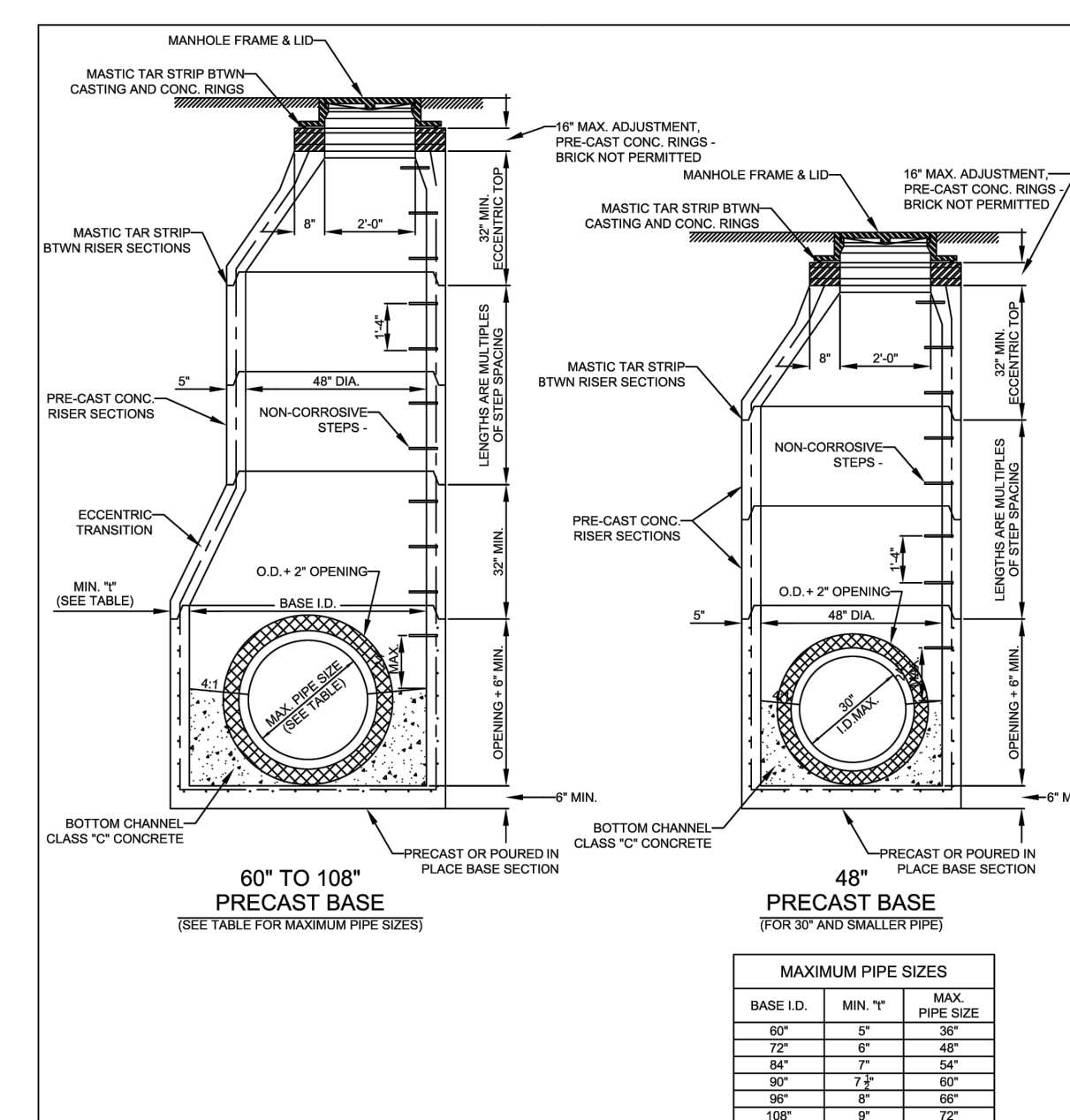
**TITLE OF DRAWING:
STANDARD CLEAN-OUT
FOR PAVEMENT AREA**

**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
ISSUE DATE: 2017**

**DWG. No.
MS-3.0**

CITY STANDARD SANITARY CLEANOUT DETAIL

NOT TO SCALE



**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
6131 TAYLORSVILLE RD.
HUBER HEIGHTS, OH 45424
(937) 233-1423**

**TITLE OF DRAWING:
MANHOLE No. 3**

**CITY OF HUBER HEIGHTS
ENGINEERING DEPARTMENT
ISSUE DATE: 2017**

**DWG. No.
MH-1.2**

CITY STANDARD SANITARY MANHOLE DETAIL

NOT TO SCALE

NO.	DATE	ISSUE	BY	DESCRIPTION
4	07-28-2023	KH		REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH		RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH		FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB		FOR CLIENT REVIEW

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SITE DEVELOPMENT PLANS

**PROPOSED CONVENIENCE
STORE WITH GAS PUMPS**

PROJECT ID: DET-220205

SCALE: AS SHOWN

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STATE OF MICHIGAN

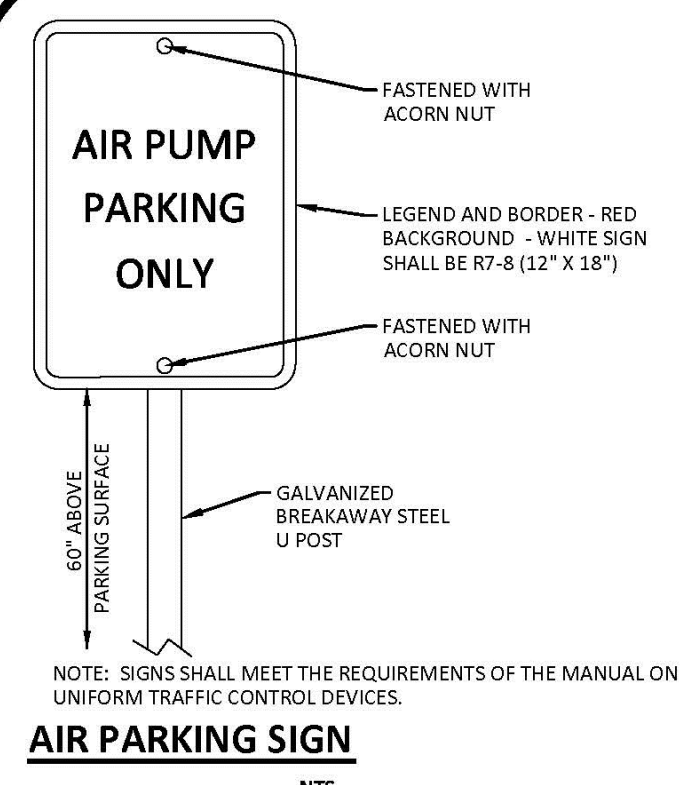
CHARLES R. STONEFIELD
LICENSED PROFESSIONAL ENGINEER

**CONSTRUCTION
DETAILS**

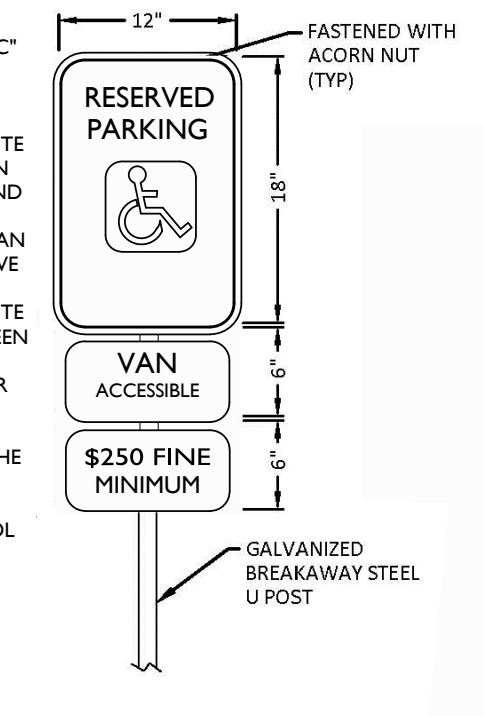
C-16

WAWA SIGNAGE/STRIPING DETAILS

REV. JULY 26, 2017



- NOTES:
- ALL LETTERS ARE 1" SERIES "C" PER MUTCD.
 - TOP SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH GREEN REFLECTORIZED LEGEND AND BORDER.
 - FINE NOTIFICATION AND VAN ACCESSIBLE SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH A GREEN REFLECTORIZED LEGEND AND BORDER.
 - ONE (1) SIGN REQUIRED FOR EACH ADA PARKING SPACE.
 - INSTALLATION HEIGHT OF SIGN SHALL BE 60" ABOVE THE FINISHED GRADE TO THE BOTTOM OF THE SIGN ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - SIGN POST TO BE GALVANIZED BREAKAWAY STEEL U POST.
 - SIGN TO BE FASTENED TO POST WITH ACORN NUT.

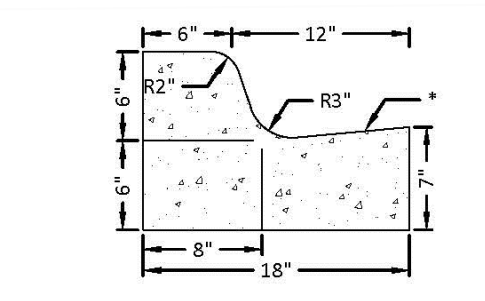


HANDICAP PARKING SIGN
NTS

- SIGNAGE AND STRIPING NOTES:**
- ALL STANDARD PARKING STRIPES ARE TO BE 4" YELLOW.
 - ARROWS SHOWN IN DRIVE AISLES ARE FOR INFORMATION ONLY AND SHALL NOT BE PAINTED.

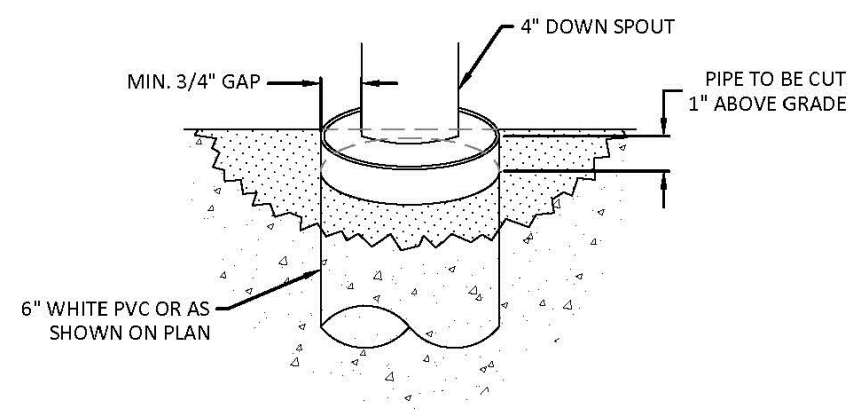
WAWA CURB DETAILS

REV. JUNE 19, 2017

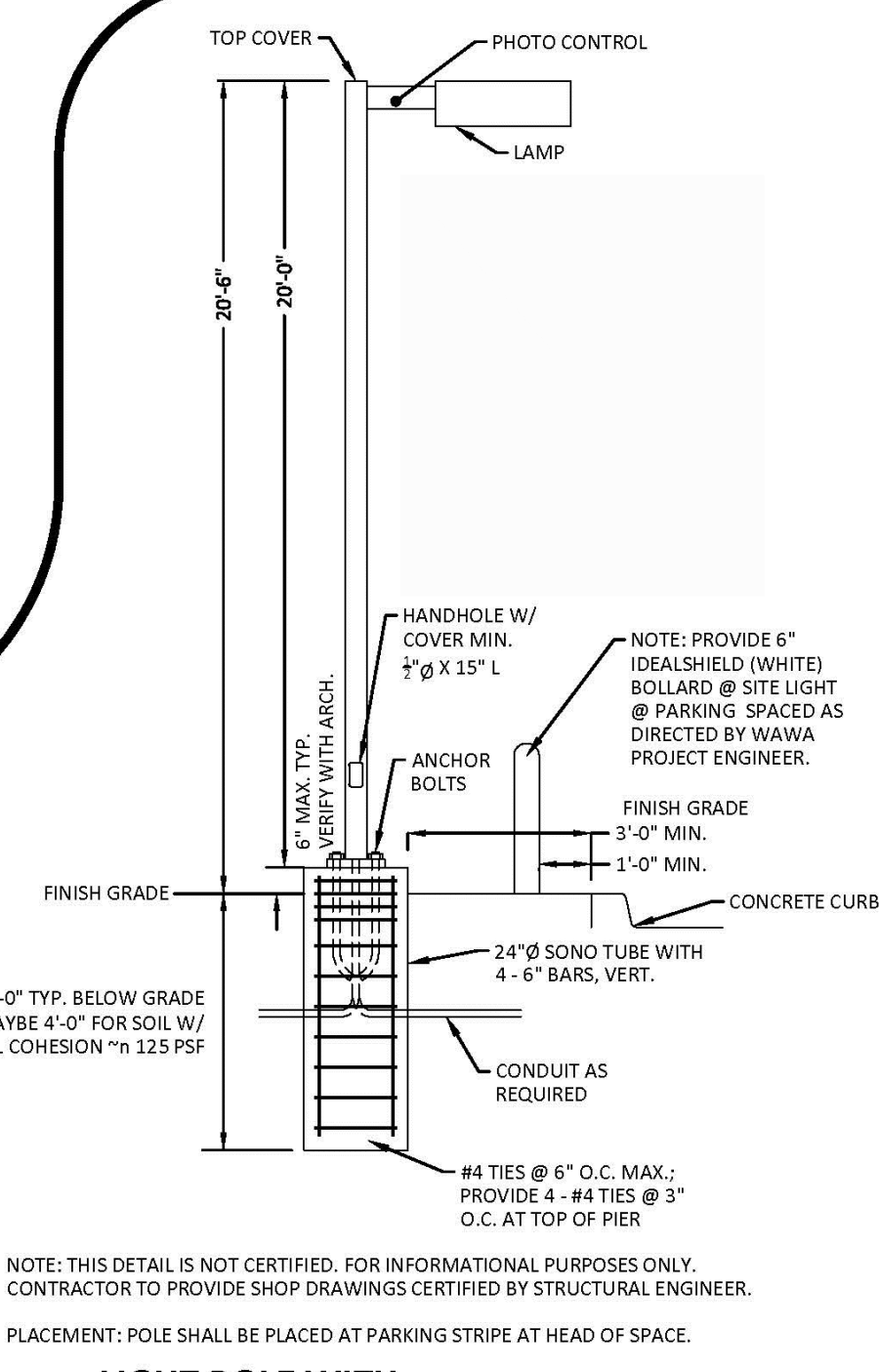


*NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

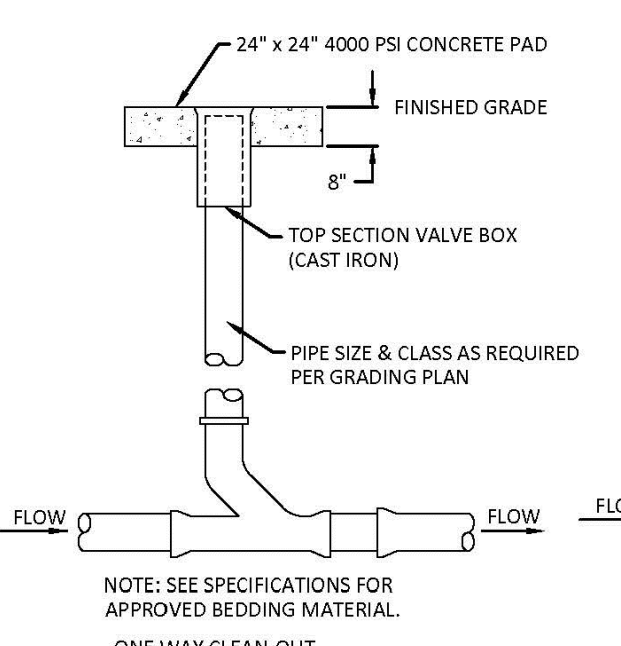
WAWA TYPE F1 CURB
NTS



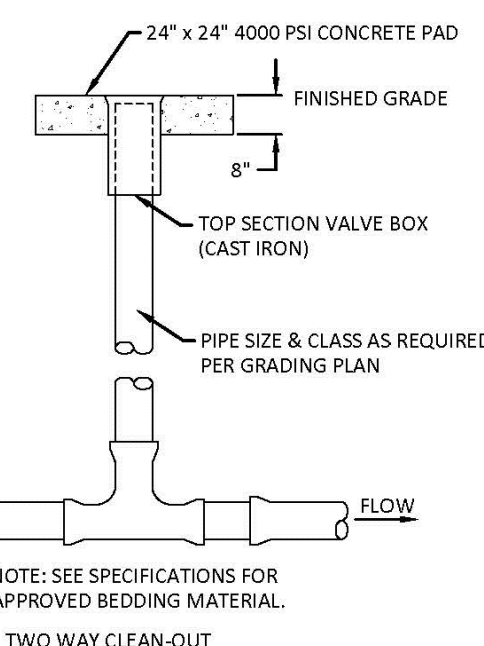
ROOF DRAIN CONNECTION DETAIL
NTS



LIGHT POLE WITH STANDARD ANCHORING DETAIL
NTS



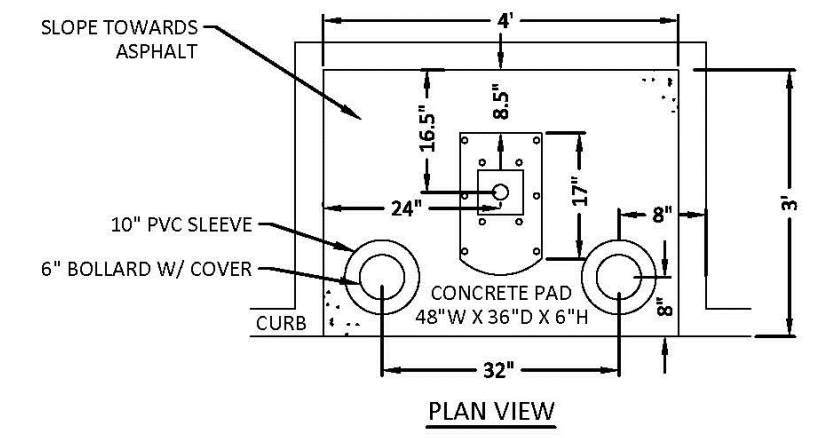
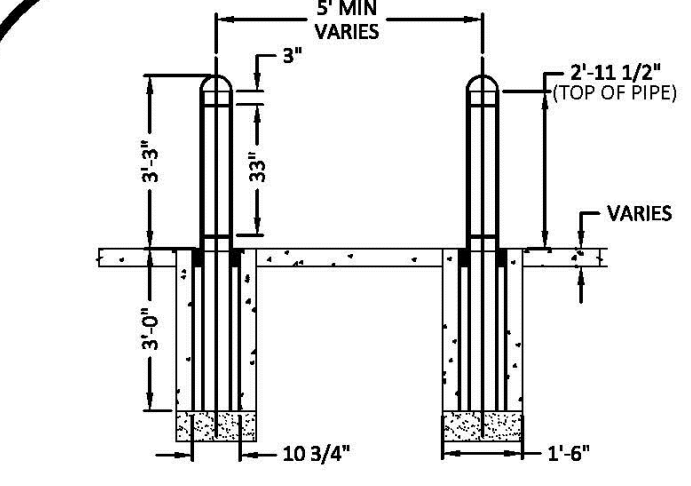
CLEAN OUT DETAIL
NTS



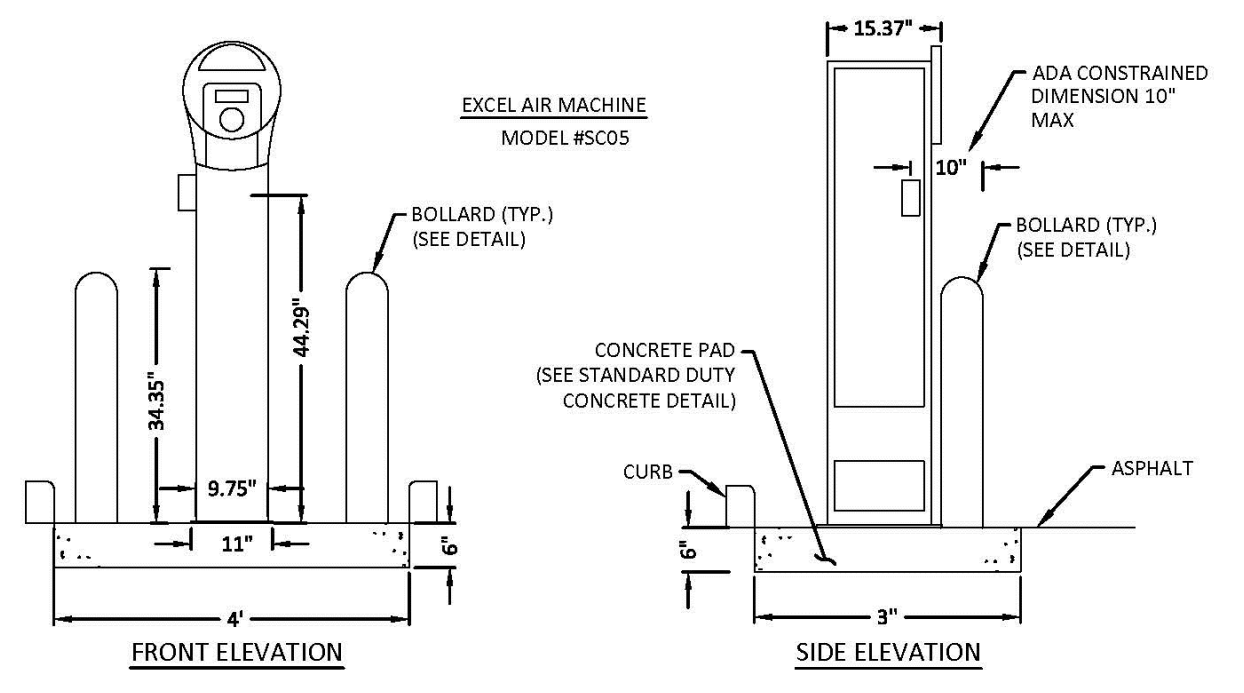
CLEAN OUT DETAIL
NTS

WAWA GENERAL DETAILS

REV. MAY 20, 2019

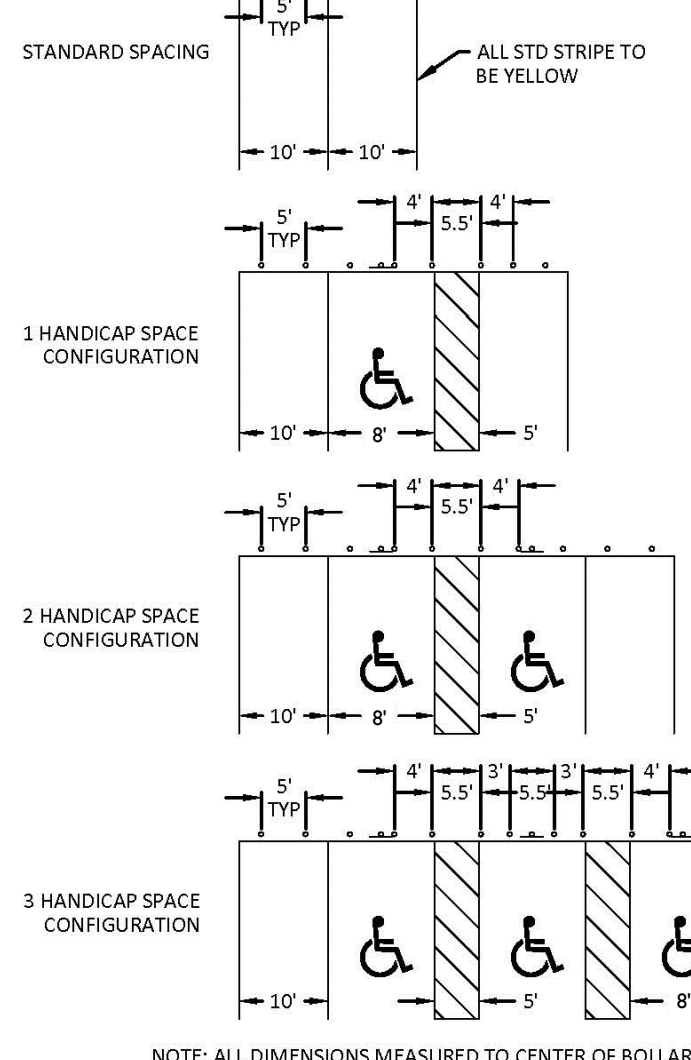


AIR PUMP STAND

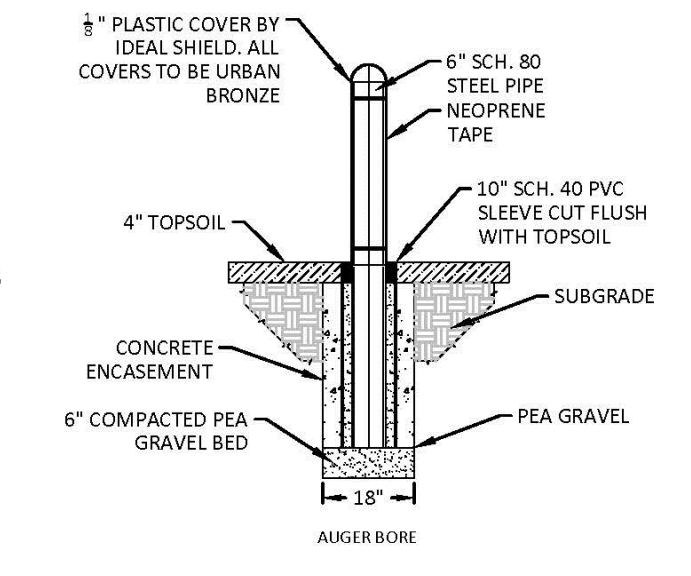


FRONT ELEVATION

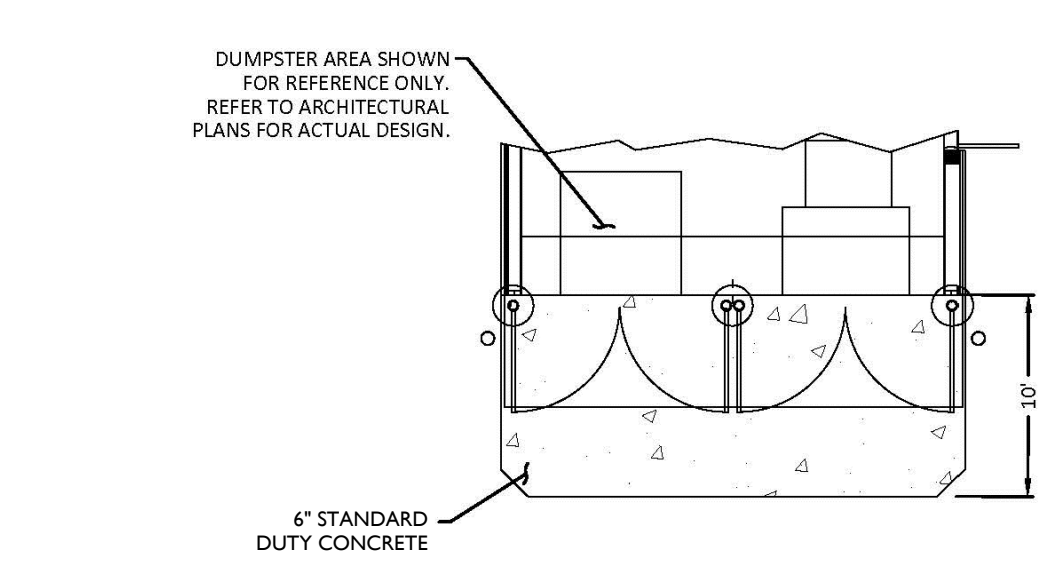
SIDE ELEVATION



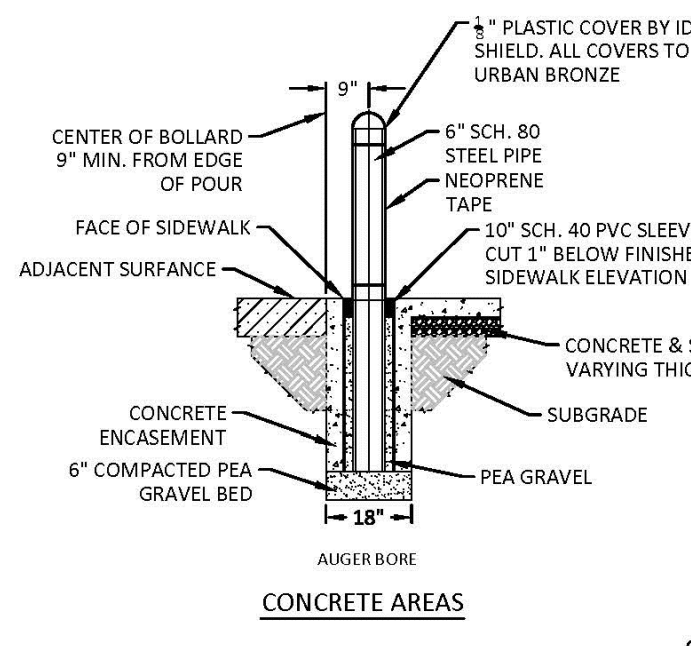
BOLLARD SPACING/DIMENSION DETAIL
NTS



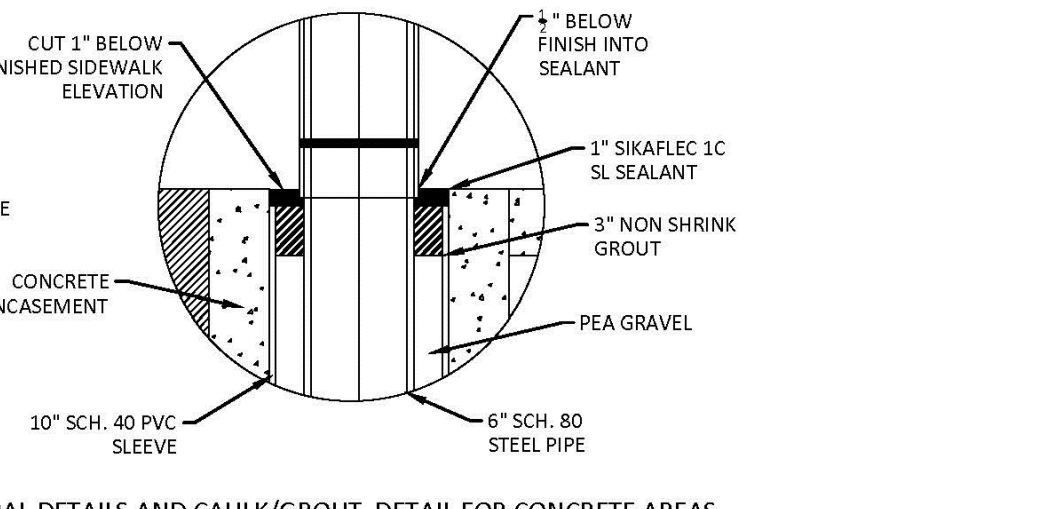
LANDSCAPED AREAS



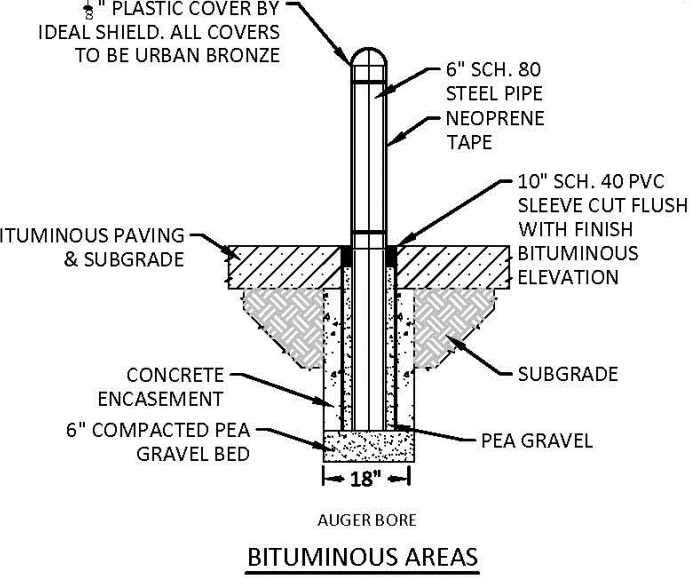
REMOTE DUMPSTER CONCRETE APRON
NTS



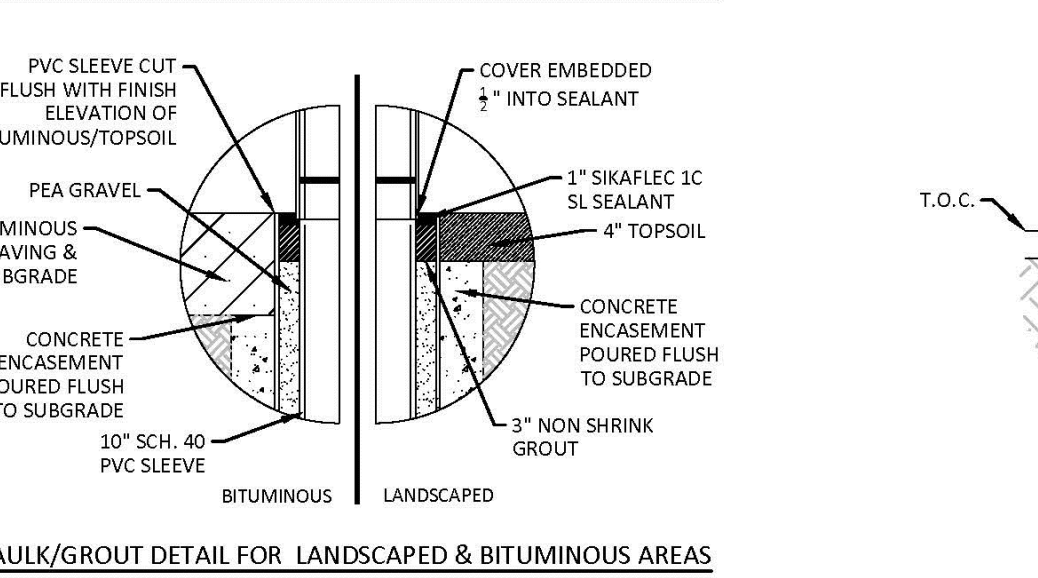
CONCRETE AREAS



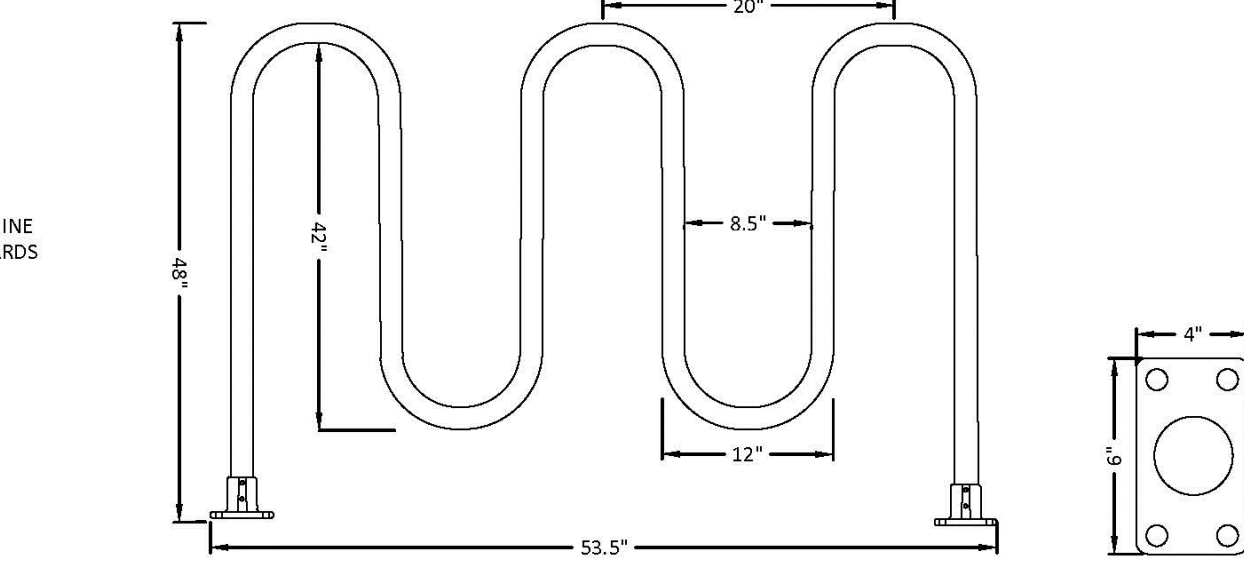
GENERAL DETAILS AND CAULK/GROUT DETAIL FOR CONCRETE AREAS



BITUMINOUS AREAS

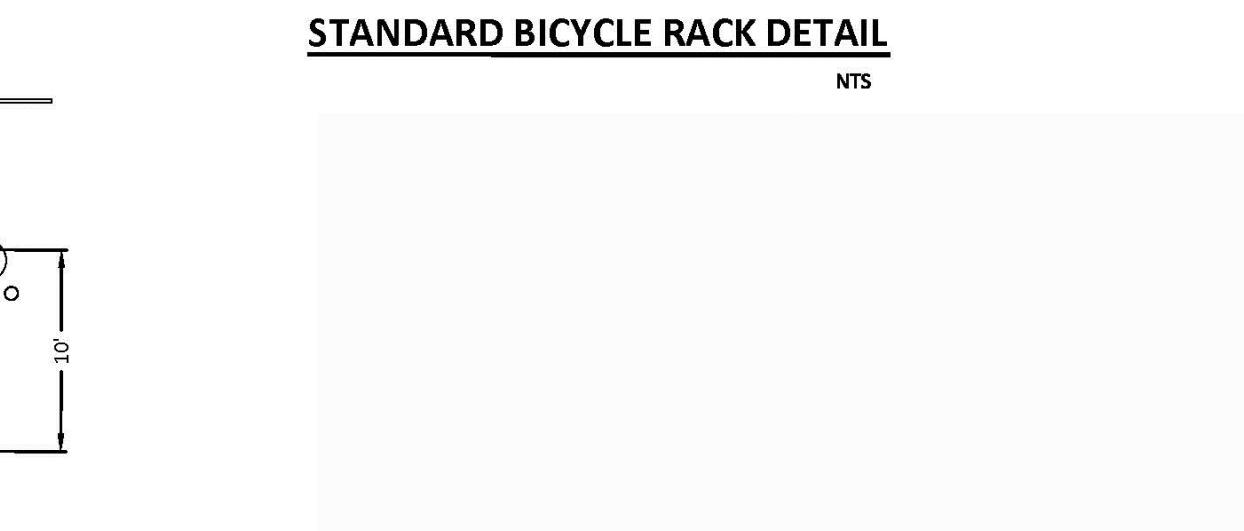


CAULK/GROUT DETAIL FOR LANDSCAPED & BITUMINOUS AREAS



STANDARD BICYCLE RACK DETAIL
NTS

- MADE OF ROLLED ALUMINUM:** 1 1/2" SCHEDULE 40 ALUMINUM WITH 1 7/8" O.D.
STANDARD LENGTHS: 60" SECTION FITS UP TO 5 BIKES
STANDARD HEIGHT: 46"
INSTALLATION OPTIONS: SURFACE MOUNT
FINISHING OPTIONS: STANDARD CLEAR ANODIZED
MANUFACTURED BY: IDEAL SHIELD
 2525 CLARK ST
 DETROIT, MI 48239
 PHONE: 1-866-825-8659



EMERGENCY PUMP SHUTOFF DETAIL
NTS

WAWA STANDARD DETAILS

NOT TO SCALE

REVISED	DATE	BY	DESCRIPTION
4	07-08-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
2	05-10-2023	KH	FOR BASIC DEVELOPMENT PLAN REVIEW
1	04-13-2023	NB	FOR CLIENT REVIEW

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 CITY OF HUBER HEIGHTS
 MONTGOMERY COUNTY, OHIO

STATE OF MICHIGAN
 REGISTERED PROFESSIONAL ENGINEER
 CHARLES R. PETER, P.E.
 LICENSE NO. 98383

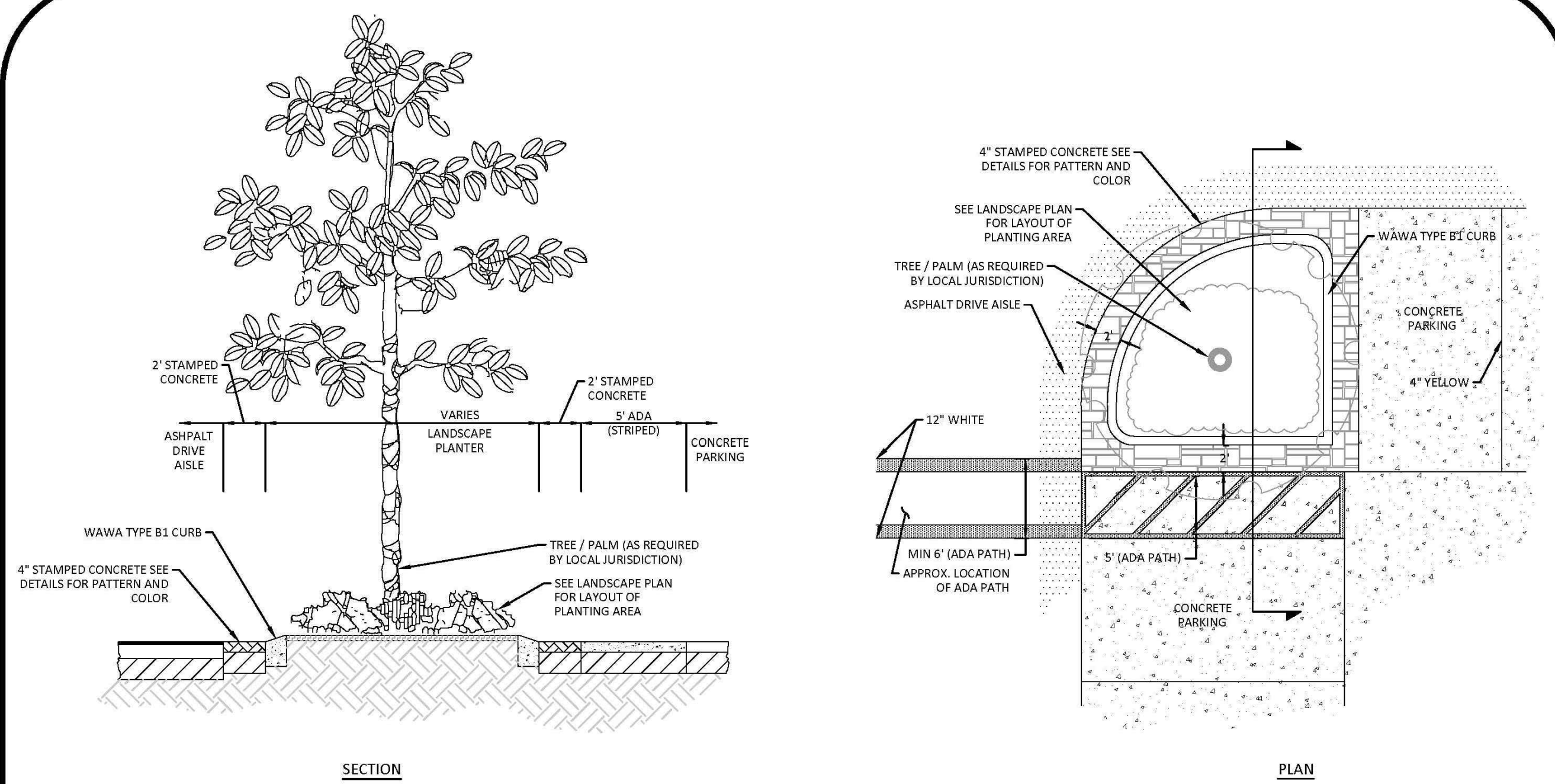
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SCALE: AS SHOWN PROJECT ID: DET-220205
 TITLE: CONSTRUCTION DETAILS
 DRAWING: C-17

V:\072022\DET-220205 - BLUE PRINTS\04 - 4949 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO\CDR\072022-04-0017-0017.dwg

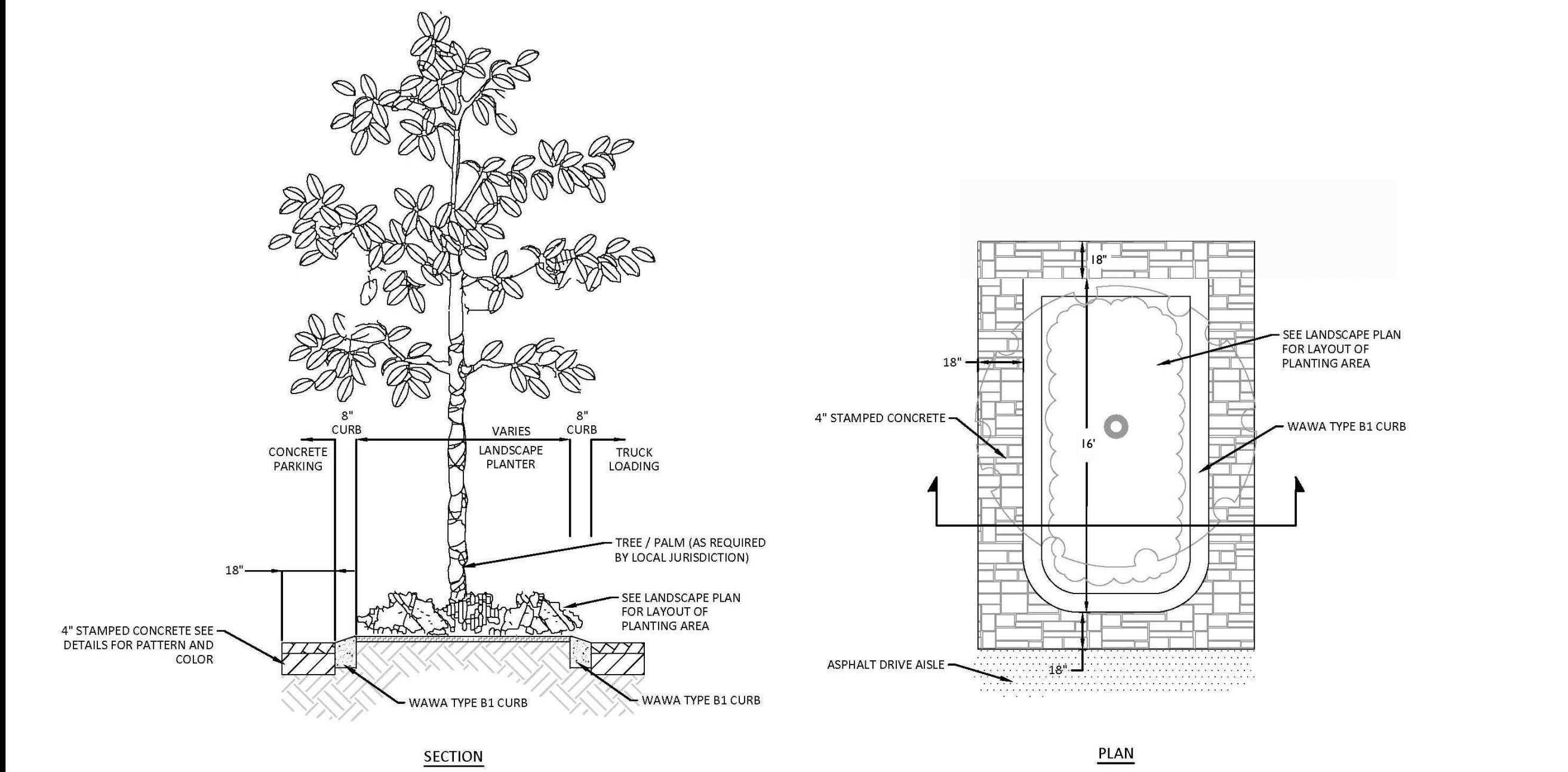
WAWA PLANTER DETAILS

REV. JULY 28, 2016



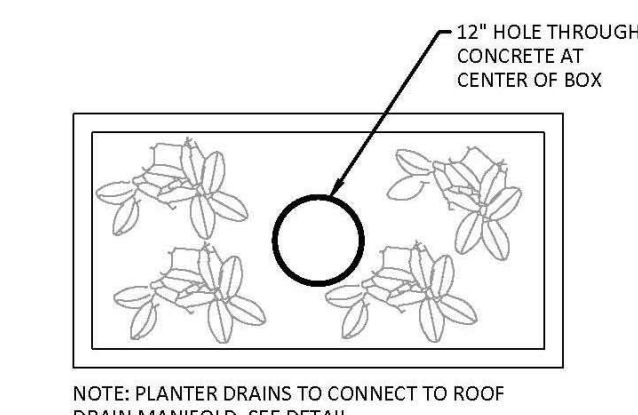
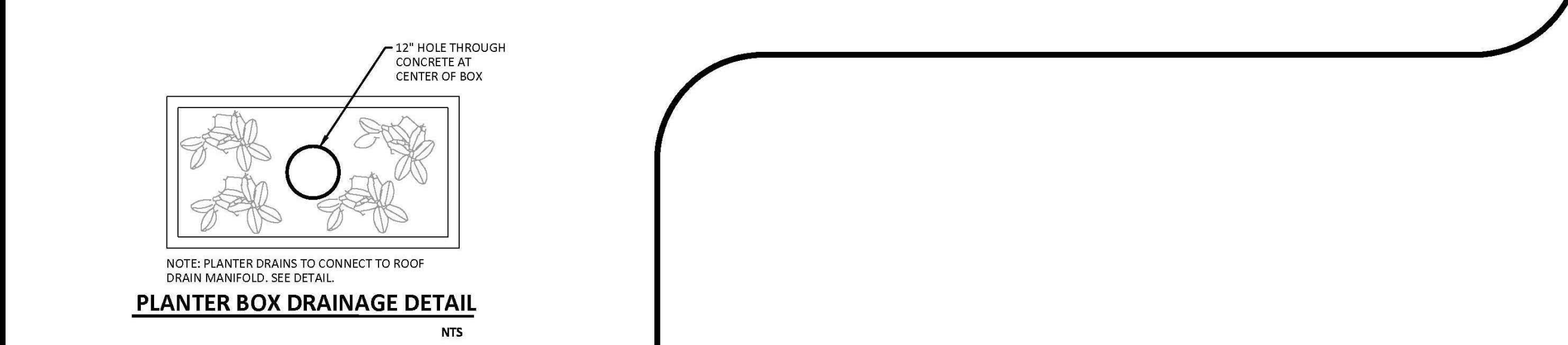
CORNER ISLAND LANDSCAPE DETAIL

NTS



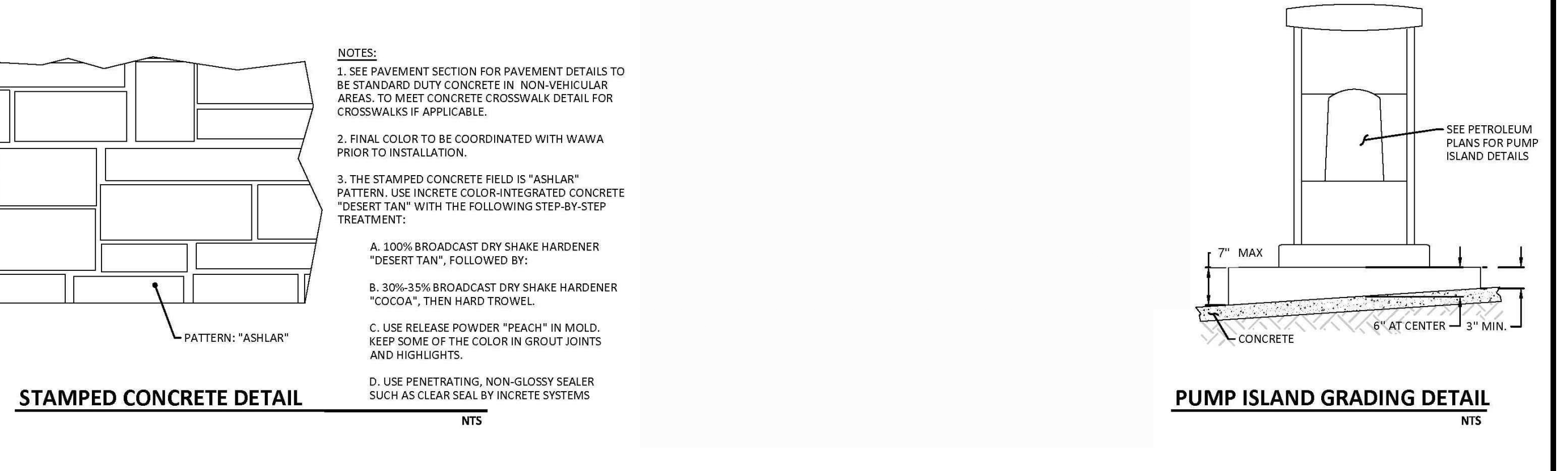
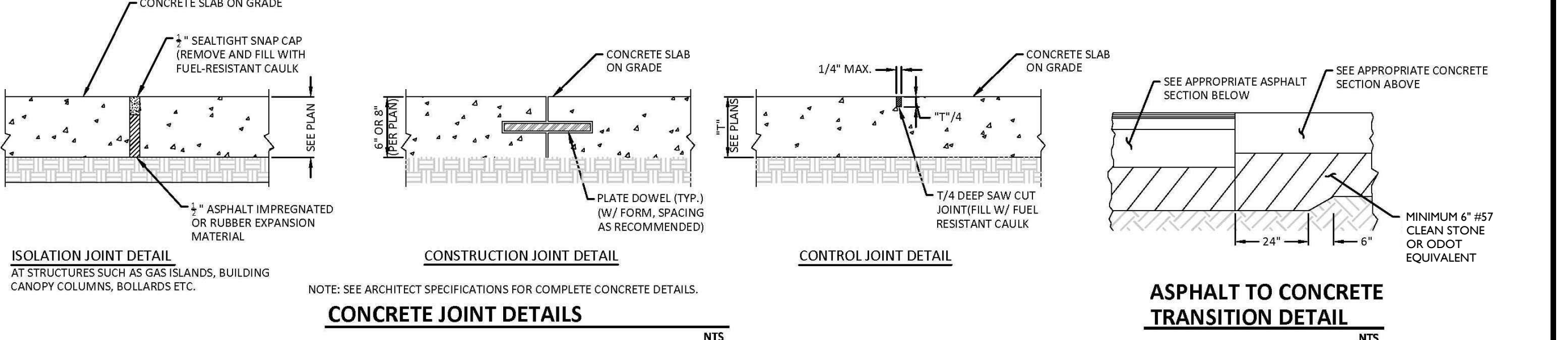
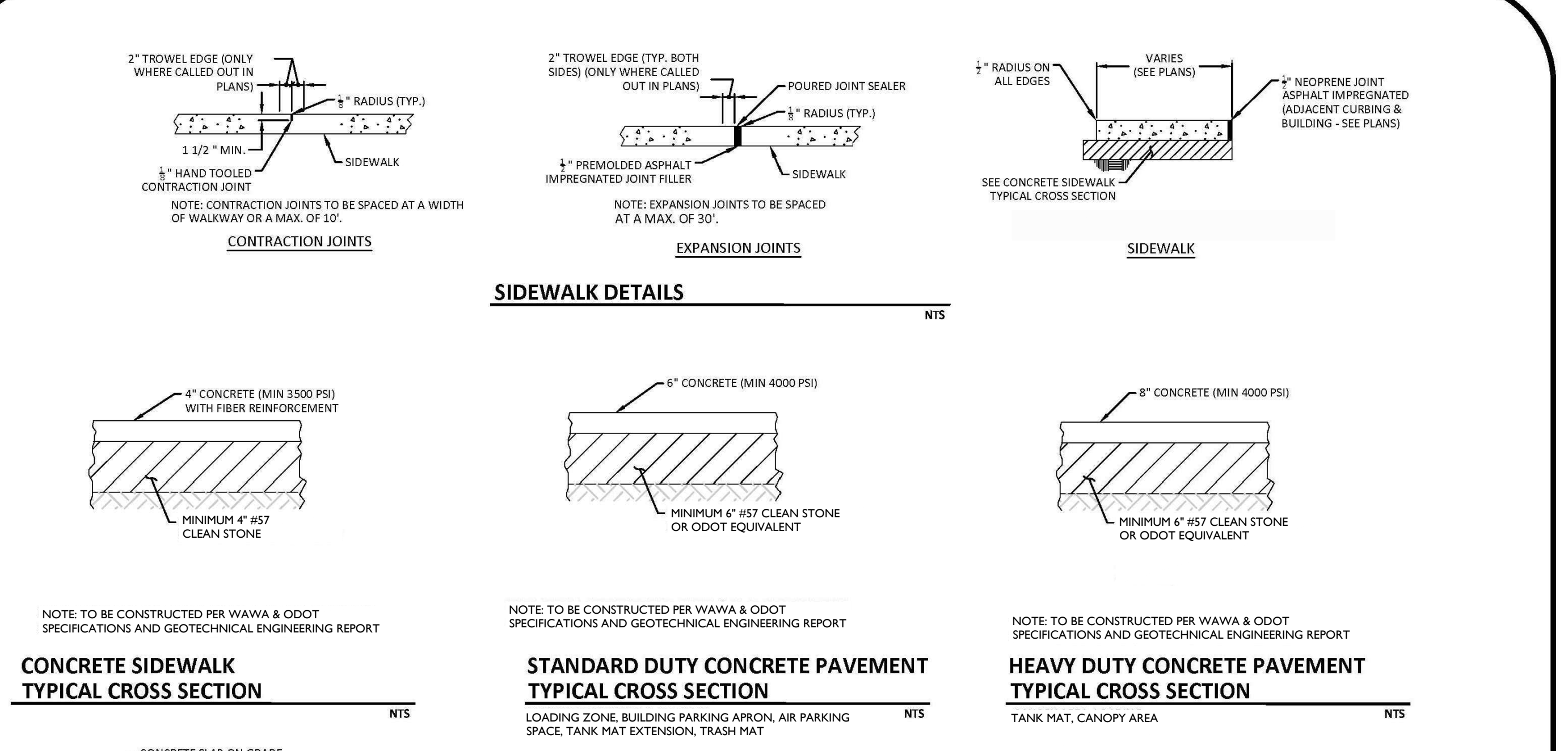
PARKING ISLAND LANDSCAPE DETAIL

NTS



WAWA PAVEMENT DETAILS

REV. JULY 1, 2019



WAWA STANDARD DETAILS

NOT TO SCALE

REVISION	DATE	BY	DESCRIPTION
4	07-08-2023	KH	REVISE FOR RIGHT-OF-WAY TAKE
3	06-09-2023	KH	RESUBMISSION FOR BASIC DEVELOPMENT PLAN REVIEW
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STATE OF MICHIGAN
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No. 9383

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SCALE: AS SHOWN PROJECT ID: DET-220205

TITLE: **CONSTRUCTION DETAILS**

DRAWING: **C-18**

V:\072022\DET-2205 - BLUE PRINTS\04 - 4841 CHAMBERSBURG ROAD, HUBER HEIGHTS, OHIO\0409\0701\01\01\16-17\18\01\1.DWG

NAHUM, JOSEPH V
 PARCEL ID: P70-04004-0018, 0021
 INSTRUMENT: 2018-00050848
 2.992 AC.

MORTON, TED R
 PARCEL ID: P70-04004-0027
 INSTRUMENT: 2019-00030578
 11.47 AC.

MALONJAO, ADAM
 PARCEL ID: P70-04004-0017
 INSTRUMENT: 2019-00018975
 2.968 AC.

MALONJAO, ADAM
 PARCEL ID: P70-04004-0026
 INSTRUMENT: 2022-00056216
 4.7964 AC DEED
 4.7976 AC SURVEY.

ZONED PC
 PLANNED COMMERCIAL

ZONED O-1
 GENERAL OFFICE

2.9679 AC.
 129,280 SQ.FT.

5.4105 AC.
 235,679 SQ.FT.

2.4426 AC.
 106,399 SQ.FT.

102570 Sq. Feet
 2.3547 Acres

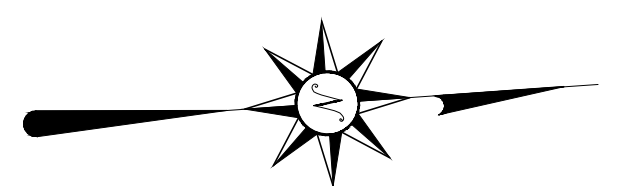
KENNEDY, KELLY S
 PARCEL ID: P70-04004-0001
 INSTRUMENT: 2014-00014468
 1.188 AC.

ZONED R-1 RESIDENTIAL

2.3550 AC.
 102,582 SQ.FT.

OLD TROY PIKE

CHAMBERSBURG ROAD



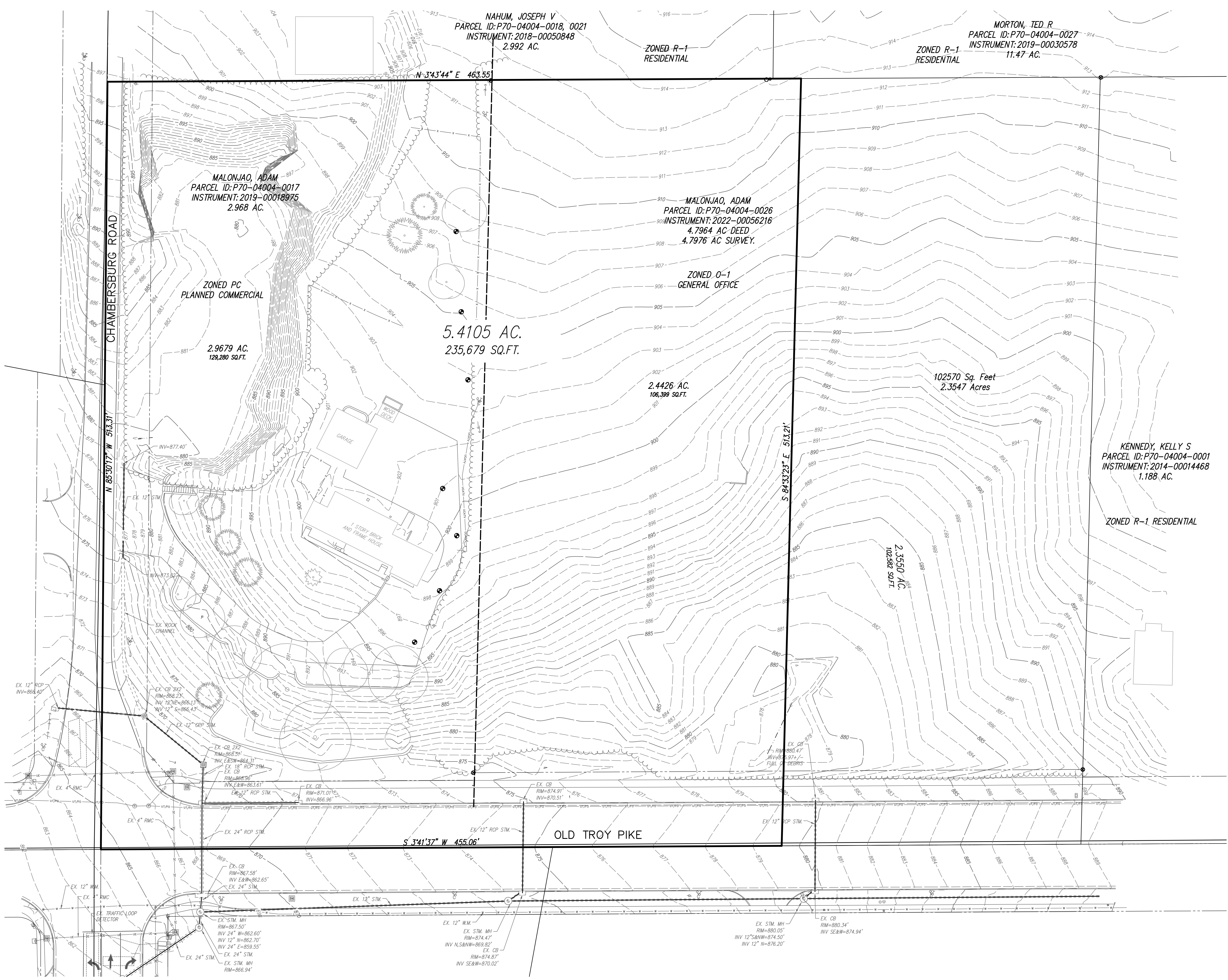
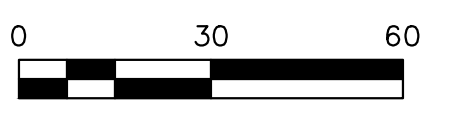
BASIS OF BEARINGS:
 THE CENTERLINE OF OLD TROY PIKE (SOUTH 3°41'37" WEST) AS
 DETERMINED BY GPS OBSERVATIONS UTILIZING THE ODOT VRS/RTK
 NETWORK, OHIO STATE PLANE COORDINATE SYSTEM, NAD 83(2011).

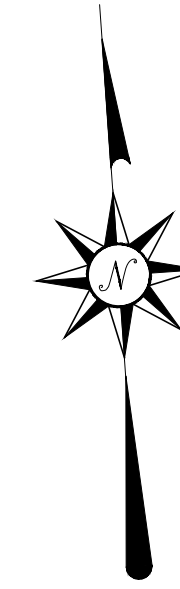


REVISIONS	
1	3-1-2023 ADD INVERT DATA TO STORM STRUCTURES
2	3-24-2023 ADD INVERTS, ADJUST & ADD BOUNDARY LABELS

SURVEY PREPARED FOR
WAWA, INC.
 4949 CHAMBERSBURG RD
 HUBER HEIGHTS, MONTGOMERY CO., OHIO, 45424

SCALE: 1"=30'
 DATE: 12/22/22
 DRAWN: KTB
 DESIGNED:
 CHECKED:
 XREF:
 JOB NO.: 22103



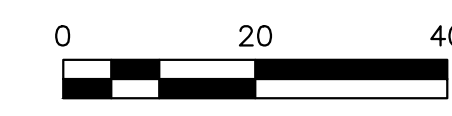
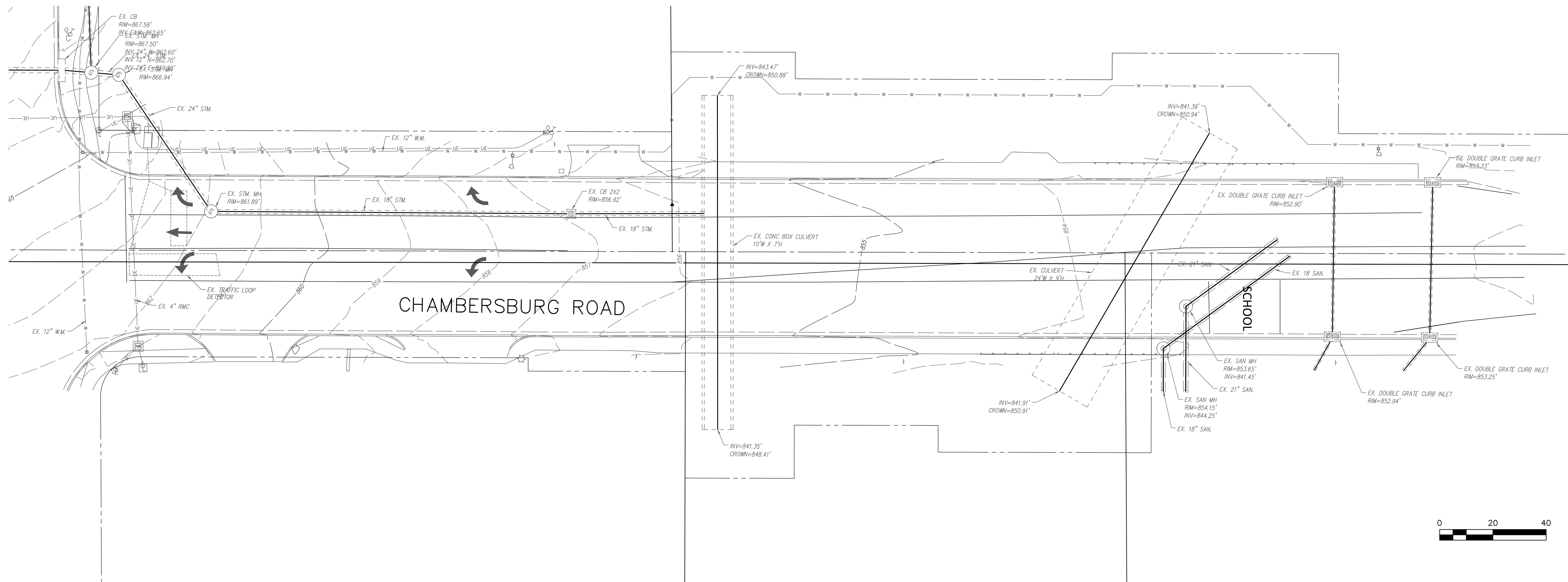


BASIS OF BEARINGS:
 THE CENTERLINE OF OLD TROY PIKE (SOUTH 3°41'37" WEST) AS
 DETERMINED BY GPS OBSERVATIONS UTILIZING THE ODOT VRS/RTK
 NETWORK, OHIO STATE PLANE COORDINATE SYSTEM, NAD 83(2011).



REVISIONS

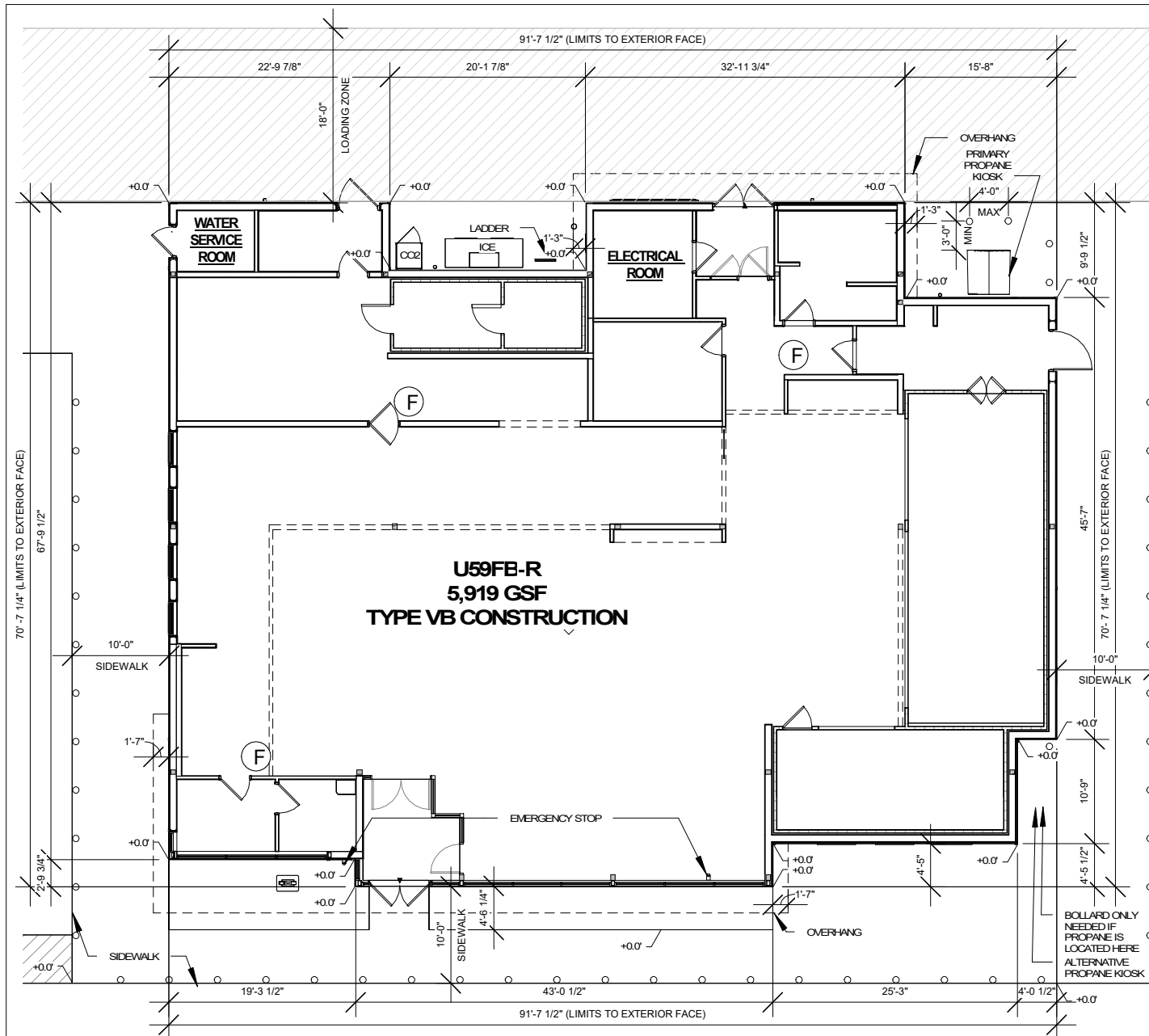
NO.	DATE	DESCRIPTION
1	3-1-2023	ADD INVERT DATA TO STORM STRUCTURES
2	3-24-2023	ADD INVERTS, ADJUST & ADD BOUNDARY LABELS



SURVEY PREPARED FOR
WAWA, INC.
 4949 CHAMBERSBURG RD
 HUBER HEIGHTS, MONTGOMERY CO., OHIO, 45424

SCALE: 1"=20'
 DATE: 12/22/22
 DRAWN: KTB
 DESIGNED:
 CHECKED:
 XREF:
 JOB NO.: 22103

CHAMBERSBURG



ACCESSIBLE PATH OF TRAVEL GUIDELINES

ARCHITECT IS RESPONSIBLE TO COORDINATE ACCESSIBLE PATH TO TRAVEL TO A MINIMUM OF 10FT AWAY FROM THE EXTERIOR FACE OF THE BUILDING.

COMPONENTS OF ACCESSIBLE ROUTES

- SURFACES (S403.2) ALL SURFACES OF ACCESSIBLE ROUTES MUST BE FIRM, STABLE, AND SLIP RESISTANT. CARPETING AND SURFACE OPENING, WHERE PROVIDED MUST COMPLY WALKING SURFACE SLOPE (S403.3) THE RUNNING SLOPE OF WALKING SURFACE CANNOT EXCEED 1:20 (5%), BUT OTHER COMPONENT OF ACCESSIBLE ROUTES, SUCH AS RAMPS AND CURB RAMPS, CAN BE MORE STEEPLY SLOPED. CROSS SLOPES MUST BE 1:48 MAX.
- LIMITED CHANGES IN LEVEL (S403.4) CHANGES IN LEVEL UP TO 1/2" MUST BE BEVELED (BUT CAN HAVE A VERTICAL EDGE IF 1/4" MAXIMUM)
- CLEARANCES (S403.5) THE CONTINUOUS CLEAR WIDTH MUST BE AT LEAST 36", WHILE ACCESSIBLE ROUTE CAN REDUCE TO 32" AT POINTS FOR A MAXIMUM DISTANCE OF 24".

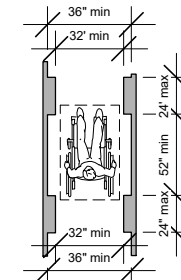


FIGURE 403.5.1 (A)
CLEAR WIDTH OF AN ACCESSIBLE ROUTE
(INSIDE BUILDING)

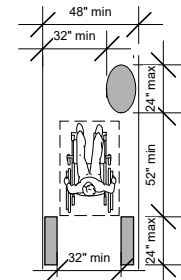


FIGURE 403.5.1 (B)
CLEAR WIDTH OF AN ACCESSIBLE ROUTE
(INSIDE BUILDING)

LP GAS DISPENSING UNIT/ CONTAINER VEHICLE BARRIER PROTECTION GUIDELINES

NFPA 58 (2022) 6.27.3.14 REQUIRES THAT LP-GAS VEHICLE DISPENSER CONTAINERS AND DISPENSING SYSTEMS SHALL BE PROTECTED FROM VEHICULAR DAMAGE. VEHICLE FUEL DISPENSER CONTAINERS LOCATED WITHIN 10FT OF A VEHICLE THOROUGHFARE OR PARKING LOCATION SHALL BE PROVIDED WITH VEHICULAR BARRIERS PROTECTION (VBP). USE THESE GUIDELINES WHEN PLACING VBPP'S. VBP ALSO APPLIES TO NFPA 58 6.27.3.15

- THEY SHALL BE CONSTRUCTED OF STL NOT LESS THAN 4 INCHES IN DIA. & SHALL BE FILLED WITH CONCRETE.
- THEY SHALL BE SPACE NOT MORE THAN 4FT (48") O.C.
- THEY SHALL BE LOCATED NOT LESS THAN 3FT (36") FROM THE LP-GAS

*** COORDINATE SPOT ELEVATIONS WITH CIVIL TEAMS GRADING PLAN

HFA
HARRISON FRENCH
& ASSOCIATES, LTD

t 479.273.7780

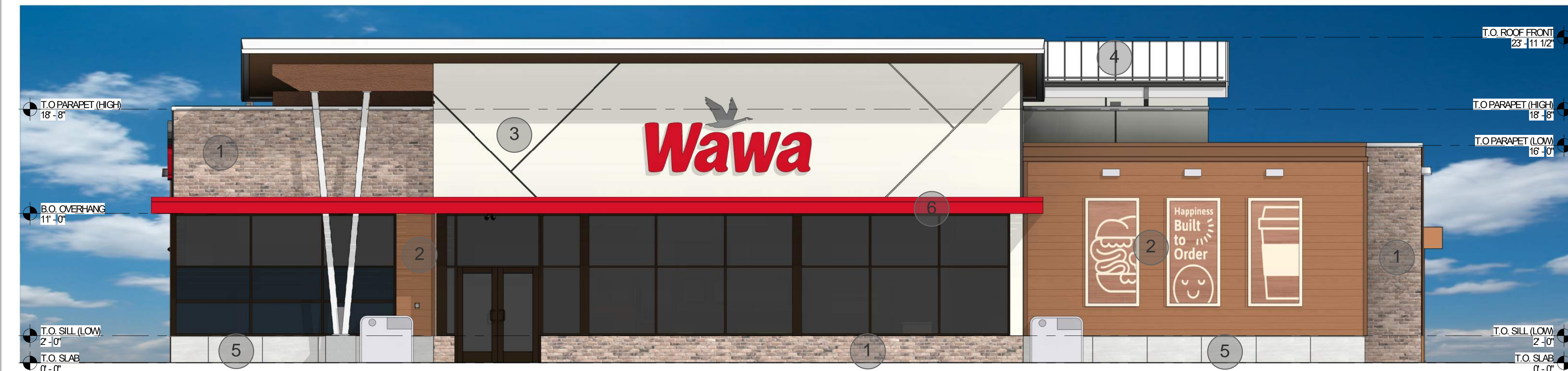
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

WAWA

Date: 06/14/23

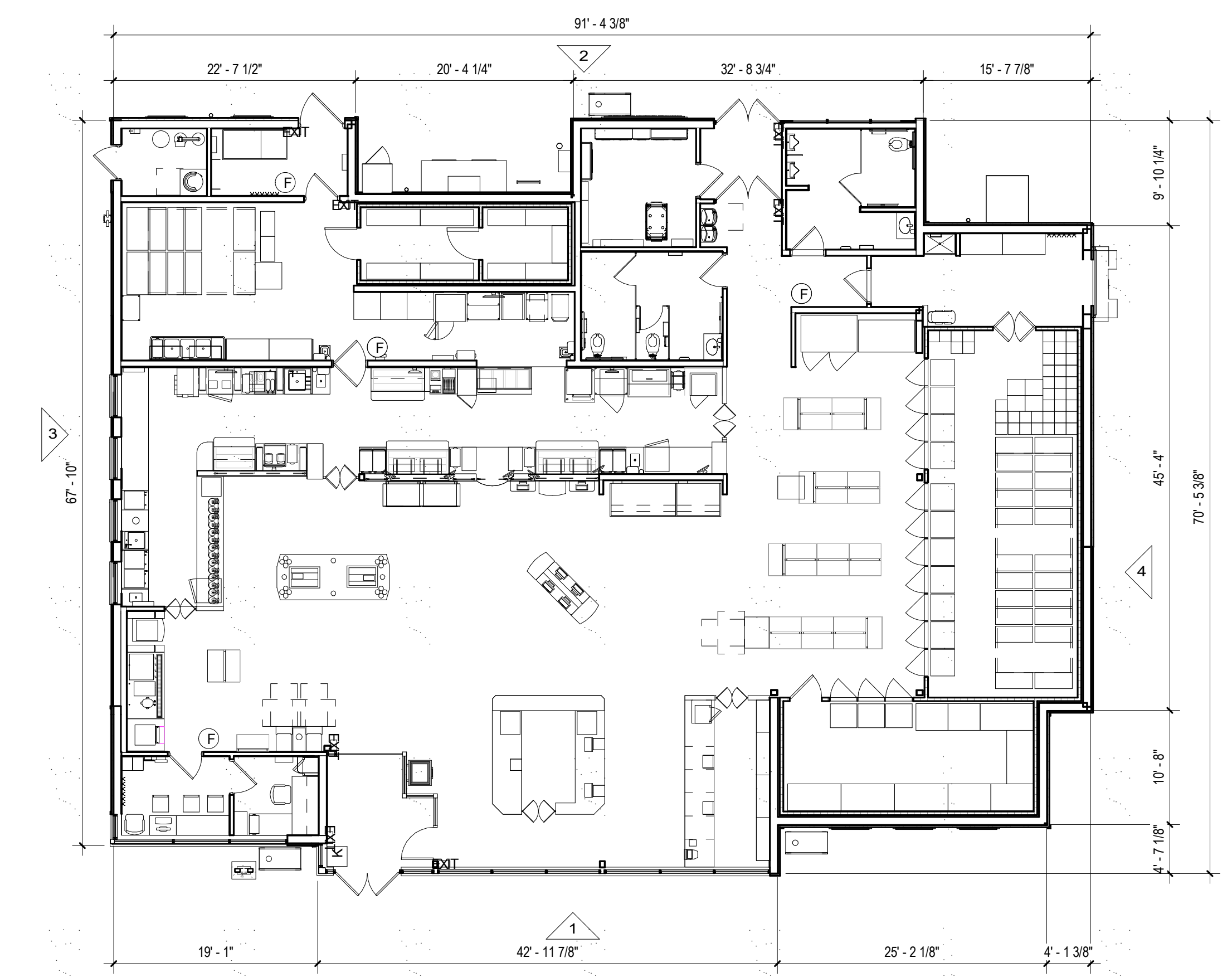
Drawing Name: ARCHITECTURAL
SITE PLAN

Proj#: 42-23-61013



1 FRONT ELEVATION
3/16" = 1'-0"

GLAZING CALCS - FRONT ELEVATION: CLEAR GLAZING - 462 SQFT SPANDREL GLASS - 77 SQFT TOTAL - 541 SQFT TOTAL BUILDING - 1,753 SQFT GLAZING - 541/1,753 = 31%	MATERIAL CALCS - FRONT ELEVATION: BRICK - 301 SQFT COMPOSITE - 383 SQFT STUCCO/EIFS - 446 SQFT TILE - 82 SQFT TOTAL - 1,212 SQFT
---	--



5 FLOOR PLAN
1" = 10'-0"

MATERIALS:

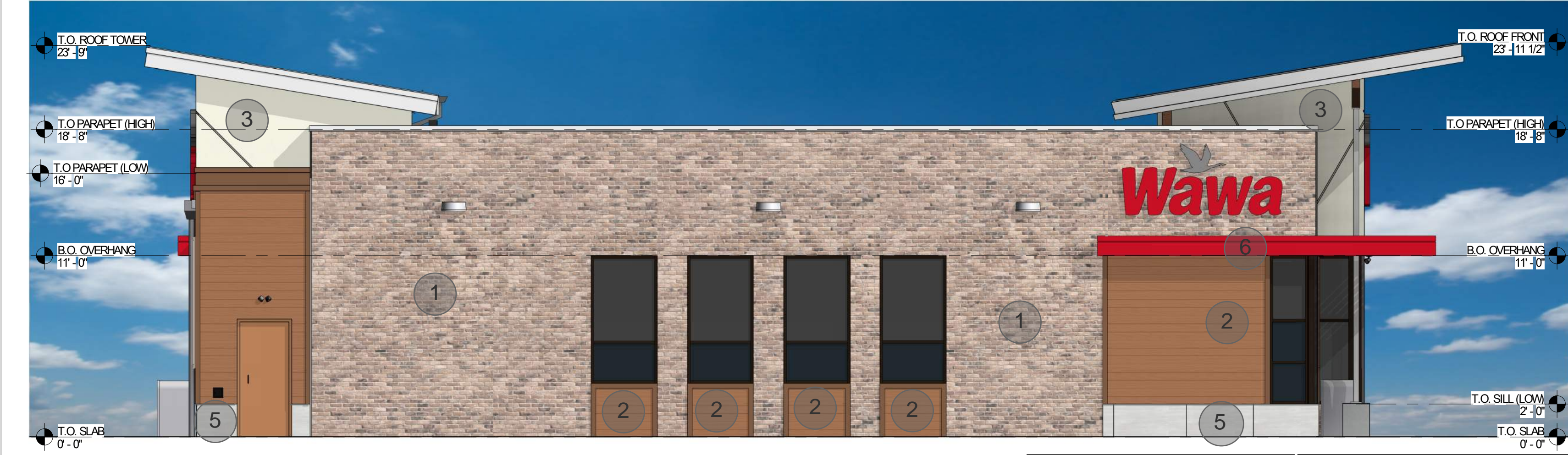


EXTERIOR FINISH PACKAGE: BRICK-1



2 REAR ELEVATION
3/16" = 1'-0"

GLAZING CALCS - REAR ELEVATION: CLEAR GLAZING - 68 SQFT SPANDREL GLASS - 136 SQFT TOTAL - 204 SQFT TOTAL BUILDING - 1,712 SQFT GLAZING - 204/1,712 = 30%	MATERIAL CALCS - REAR ELEVATION: BRICK - 576 SQFT COMPOSITE - 543 SQFT STUCCO/EIFS - 320 SQFT TILE - 69 SQFT - 5% TOTAL - 1,508 SQFT
--	--



3 SIDE ELEVATION
3/16" = 1'-0"

GLAZING CALCS - SIDE ELEVATION: CLEAR GLAZING - 110 SQFT SPANDREL GLASS - 46 SQFT TOTAL - 156 SQFT TOTAL BUILDING - 1,337 SQFT GLAZING - 300/1,337 = 22%	MATERIAL CALCS - SIDE ELEVATION: BRICK - 806 SQFT COMPOSITE - 224 SQFT STUCCO/EIFS - 88 SQFT TILE - 63 SQFT TOTAL - 1,181 SQFT
--	--



4 SIDE ELEVATION
3/16" = 1'-0"

MATERIAL CALCS - SIDE ELEVATION: BRICK - 363 SQFT COMPOSITE - 552 SQFT STUCCO/EIFS - 334 SQFT TILE - 87 SQFT TOTAL - 1,336 SQFT

STATION FOR REUSE
 THE DRAWING WAS PREPARED FOR THE
 CLIENT'S USE ONLY. IT IS NOT TO BE
 REPRODUCED OR TRANSMITTED IN ANY
 FORM OR BY ANY MEANS, ELECTRONIC
 OR MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT
 THE WRITTEN PERMISSION OF HARRISON
 FRENCH & ASSOCIATES, PLLC.
 DATE: 02/23/2023

WAWA
 STORE NUMBER: 00000000000000000000
 STORE NAME: WAWA & OLD TROY PINE
 11111 WAWA BLVD
 FIBER HEIGHTS, TN 37042
 JOB NUMBER: 42-23-0103

ISSUE BLOCK

NO.	DATE	DESCRIPTION

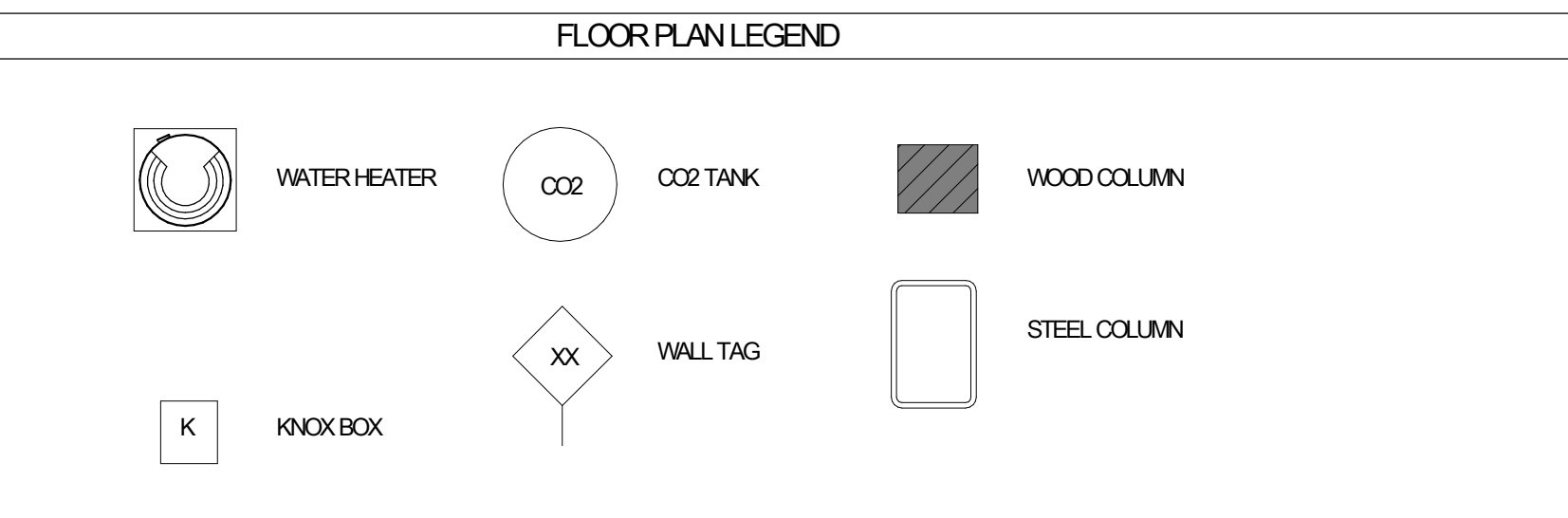
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 PLAN ISSUE: ZONING REVIEW

NOT FOR CONSTRUCTION

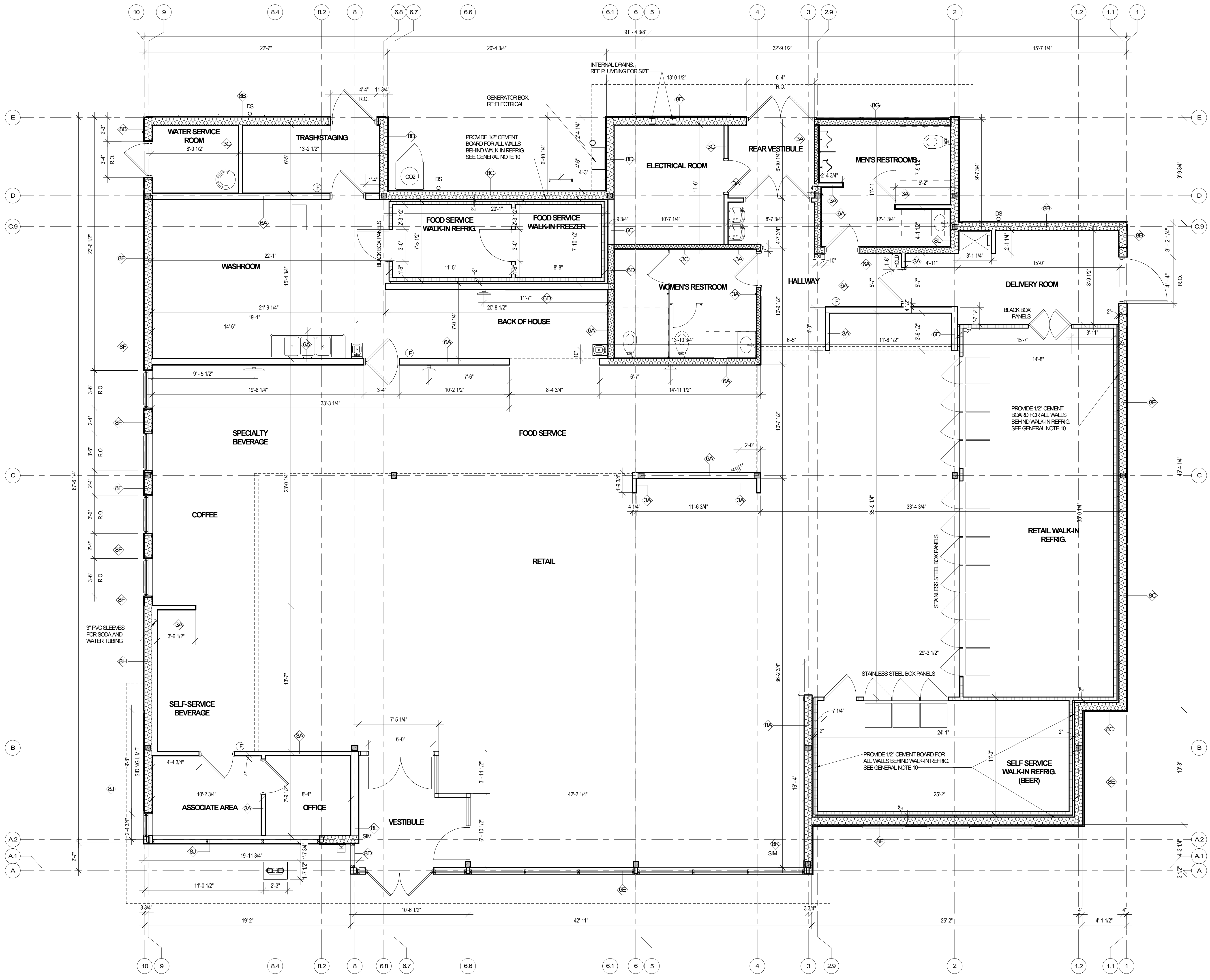
DIMENSION FLOOR PLAN

SHEET: A1.1

- GENERAL NOTES**
- EXTERIOR WALL DIMENSIONS ARE FROM FACE OF EXTERIOR STUD. INTERIOR WALL DIMENSIONS ARE FROM FACE OF STUD, UNLESS NOTED OTHERWISE.
 - FOR SLAB CONTROL JOINT LOCATIONS SEE SHEET "S1.01".
 - FOR EQUIPMENT LAYOUT SEE SHEET ECI.0.
 - FOR UNDERSLAB CONDUIT LOCATIONS SEE SHEETS "P1.07" & "E3.0".
 - REFER TO SHEET A9.0 - FINISH FLOOR PLAN FOR INTERIOR ELEVATION MARKERS AND SHEET A9.1, A10.0 & A10.1 FOR INTERIOR ELEVATIONS.
 - REFER TO SHEET A5.0 FOR STOREFRONT ELEVATIONS AND DIMENSIONS.
 - REFER TO SHEET A6.0 - FINISH FLOOR PLAN FOR INTERIOR ELEVATION MARKERS AND SHEET A9.1, A10.0 & A10.1 FOR INTERIOR ELEVATIONS.
 - REFER TO SHEET A5.0 FOR STOREFRONT ELEVATIONS AND DIMENSIONS.
 - AT ALL METAL STUD PARTITIONS SYSTEMS THAT EXTEND TO STRUCTURE, PROVIDE DEFLECTION TRACK WITH 2" MIN. DEFLECTION SEE DETAIL 19A016.
 - SOIL TREATMENT FOR TERMITE CONTROL SHALL BE PER SPECIFICATION SECTION 02282 SOIL TREATMENT.
 - ALL WALLS BEHIND WALK-IN REFRIGERATORS AND FREEZERS SHALL BE 1/2" CEMENT BOARD CEMENT BOARD TO HEIGHT OF 8" ABOVE TOP OF W.B. FASTEN BOARDS TO STUDS @ 6" O.C. EA. VARY W CEMENT BOARD FASTENERS. EMBED ALKALI RESISTANT TAPE IN THINSET OVER JOINTS.



- FLOOR PLAN NOTES**
- FOR SLAB CONTROL JOINT LOCATIONS SEE STRUCTURAL.
 - FOR EQUIPMENT LAYOUT SEE SHEET ECI.0.
 - FOR UNDERSLAB CONDUIT LOCATIONS SEE MEP.
 - REFER TO SHEET A1.0 FOR BLOOMING SCHEDULE, DOOR SCHEDULE, ROOM FINISH SCHEDULE, AND GENERAL NOTES.
 - REFER TO SHEET A9.0 - FINISH FLOOR PLAN FOR INTERIOR ELEVATION MARKERS AND SHEET A9.1, A10.0 & A10.1 FOR INTERIOR ELEVATIONS.
 - REFER TO SHEET A5.0 FOR STOREFRONT ELEVATIONS.
 - PROVIDE DIAGONAL BRACING TO ALL METAL STUD SOFFITS THAT ARE SUSPENDED FROM STRUCTURE ABOVE.
 - AT ALL METAL STUD PARTITIONS SYSTEMS THAT EXTEND TO STRUCTURE, PROVIDE DEFLECTION TRACK WITH 2" MIN. DEFLECTION SEE DETAIL 19A016.



1 DIMENSION FLOOR PLAN
 A1.1 1/4" = 1'-0"

05/15/23 10:42 AM
 S:\2023\23-0103\Wawa - Montgomery, ON\Wawa\HFA\103-Dwg\103-DWG-A1.1.dwg
 A1.1 DIMENSION FLOOR PLAN

Traffic Impact Study

Proposed Wawa Convenience Store
with Fuel Sales
Old Troy Pike & Chambersburg Road
City of Huber Heights
Montgomery County, Ohio

Prepared for:
Blue Peninsula

Date: April 7, 2023

SE&D Job Number: DET-220205



Charles D. Olivo, PE
Principal
Ohio PE License No. 803983



John R. Corak
Project Manager



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TURNING MOVEMENT COUNT DATA

Intersection of Old Troy Pike & Chambersburg Road

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Figure 2 – 2023 Existing Traffic Volumes

Figure 3 – “New” Site-Generated Traffic Volumes

Figure 4 – “Pass-By” Site-Generated Traffic Volumes

Figure 5 – Total Site-Generated Traffic Volumes

Figure 6 – 2025 Opening Year No-Build Traffic Volumes

Figure 7 – 2025 Opening Year Build Traffic Volumes

Figure 8 – 2045 Design Year No-Build Traffic Volumes

Figure 9 – 2045 Design Year Build Traffic Volumes

HIGHWAY CAPACITY ANALYSIS DETAIL SHEETS

2023 Existing Traffic Conditions

2025 No-Build Traffic Conditions

2025 Build Traffic Conditions

TRAFFIC SIGNAL TIMING DIRECTIVE

Intersection of Old Troy Pike & Chambersburg Road

INTRODUCTION

This Traffic Impact Study was prepared to investigate the potential impacts of the proposed convenience store with fuel sales on the adjacent roadway network. The subject property is located at the northwesterly quadrant of the intersection of Old Troy Pike and Chambersburg Road in the City of Huber Heights, Montgomery County, Ohio. The site location is shown on appended **Figure I**.

The subject property is designated as Parcel ID P70-04004-0017 and P70-04004-0026. The site has approximately 248 feet of frontage along Old Troy Pike and approximately 513 feet of frontage along Chambersburg Road. The existing site is occupied by a single-family residential home. Access is presently provided via one (1) full-movement driveway along Chambersburg Road. Under the proposed development program, the existing structures would be razed and a 5,915 square-foot convenience store with eight (8) fuel pumps (16 fueling positions) would be constructed. Access is proposed via one (1) full-movement driveway along Old Troy Pike and one (1) full-movement driveway along Chambersburg Road.

METHODOLOGY

Stonefield Engineering & Design, LLC has prepared this Traffic Impact Study in accordance with the recommended guidelines and practices outlined by the Ohio Department of Transportation (ODOT) within Chapter 9 “Traffic Impact Study (TIS)” of the State Highway Access Management Manual (SHAMM). A detailed field investigation was performed to assess the existing conditions of the adjacent roadway network. A data collection effort was completed to identify the existing traffic volumes at the study intersections to serve as a base for the traffic analyses. Capacity analysis, a procedure used to estimate the traffic-carrying ability of roadway facilities over a range of defined operating conditions, was performed using the Highway Capacity Manual, 6th Edition (HCM) and the Highway Capacity Software (HCS7) for all study conditions to assess the roadway operations.

For an unsignalized intersection, Level of Service (LOS) A indicates operations with delay of less than 10 seconds per vehicle, while LOS F describes operations with delay in excess of 50 seconds per vehicle. For a signalized intersection, LOS A indicates operations with delay of less than 10 seconds per vehicle, while LOS F describes operations with delay in excess of 80 seconds per vehicle. The Technical Appendix contains the Highway Capacity Analysis Detail Sheets for the study intersections analyzed in this assessment. The traffic signal timing utilized within the signalized analysis is based on timing directives provided by the City of Huber Heights.

2023 EXISTING CONDITION

2023 EXISTING ROADWAY CONDITIONS

The proposed convenience store with fuel sales is located at the northwesterly quadrant of the intersection of Old Troy Pike and Chambersburg Road in the City of Huber Heights, Montgomery County, Ohio. The subject property is designated as Parcel ID P70-04004-0017 and P70-04004-0026. The site has approximately 248 feet of frontage along Old Troy Pike and approximately 513 feet of frontage along Chambersburg Road. Land uses in the area are a mix of commercial, educational, residential, and retail uses.

Old Troy Pike (Ohio State Route 202) is classified as a Principal Arterial roadway with a general north-south orientation and is under the jurisdiction of ODOT. Along the site frontage, the roadway provides two (2) lanes of travel in each direction, separated by a center left-turn lane, with additional lanes provided at key intersections to facilitate turning movements. The roadway has a posted speed limit of 35 mph. Curb and sidewalk are provided along both sides of the roadway, shoulders are not provided, and on-street parking is not permitted. Old Troy Pike provides north-south mobility throughout the City of Huber Heights and surrounding municipalities and provides access to Dwight D. Eisenhower Highway (Interstate-70) to the north of the site for a mix of commercial, educational, residential, and retail uses along its length.

Chambersburg Road is classified as a Minor Arterial roadway with a general east-west orientation and is under the jurisdiction of the City of Huber Heights. Along the site frontage, the roadway provides one (1) lane of travel in each direction with additional lanes provided at key intersections to facilitate turning movements. The roadway has a posted speed limit of 35 mph. Along the site frontage, curb and sidewalk are not provided along both sides of the roadway, shoulders are not provided, and on-street parking is not permitted. Chambersburg Road provides east-west mobility throughout the City of Huber Heights and provides access to Brandt Pike (Ohio State Route 201) to the east of the site for a mix of commercial, educational, residential, and retail uses along its length.

Old Troy Pike and Chambersburg Road intersect to form a four (4)-leg intersection controlled by a four (4)-phase traffic signal operating on a 140-second background cycle length. The eastbound approach of Chambersburg Road provides one (1) exclusive left-turn lane and one (1) shared through/right-turn lane and the westbound approach of Chambersburg Road provides one (1) exclusive left-turn lane, one (1) exclusive through lane, and one (1) exclusive right-turn lane. The northbound and southbound approaches of Old Troy Pike each provide one (1) exclusive left-turn lane, one (1) exclusive through lane, and one (1) shared through/right-turn lane. Crosswalks, pedestrian signals, and pedestrian ramps are provided across all legs of the intersection.

2023 EXISTING TRAFFIC VOLUMES

Turning movement counts were collected during the typical weekday morning, weekday midday, and weekday evening time periods to evaluate existing traffic conditions and identify the specific hours when traffic activity on the adjacent roadways is at a maximum and could be potentially impacted by the development of the site. Turning movement counts were collected at the intersection of Old Troy Pike and Chambersburg Road. Specifically, turning movement counts were conducted on Tuesday, February 28, 2023, from 7:00 a.m. to 9:00 a.m. and from 2:00 p.m. to 7:00 p.m.

The study time periods were chosen as they are representative of the peak periods of both the adjacent roadway network and the proposed development and the arrival and dismissal times of Wayne High School and Weisenborn Junior High School. It is noted that the traffic counts were conducted while classes were in session for the Huber Heights school district. The traffic volume data was collected and analyzed to identify the design peak hour in accordance with HCM and the Institute of Transportation Engineers (ITE) guidelines. Based on the review of the count data the weekday morning peak hour occurred from 7:15 a.m. to 8:15 a.m.; the school dismissal peak hour occurred from 2:45 p.m. to 3:45 p.m., and the weekday evening peak hour occurred from 5:00 p.m. to 6:00 p.m. The Technical Appendix contains a summary of the turning movement count data. The 2023 Existing weekday morning, school dismissal, and weekday evening peak hour volumes are summarized on appended **Figure 2**.

2023 EXISTING LOS/CAPACITY ANALYSIS

A Level of Service and Volume/Capacity analysis was conducted for the 2023 Existing Condition during the weekday morning, school dismissal, and the weekday evening peak hours at the study intersections. Under the existing condition, the signalized intersection of Old Troy Pike and Chambersburg Road is calculated to operate at overall Level of Service C during the weekday morning, school dismissal, and weekday evening peak hours.

TRIP GENERATION

TRIP GENERATION CALCULATIONS

Trip generation projections for the proposed convenience store with fuel sales were prepared utilizing ITE's Trip Generation Manual, 11th Edition. Trip generation rates associated with Land Use 945 "Convenience Store/Gas Station" were cited for the proposed 5,915-square-foot convenience store with fuel sales. It is noted that the ITE does not provide trip generation data during the school dismissal peak hour. As such, the weekday evening peak hour trip generation rates were utilized for the school dismissal peak hour.

Table 1 provides the weekday morning, school dismissal, and weekday evening trip generation volumes associated with the proposed development.

TABLE 1 – PROPOSED TRIP GENERATION

Land Use	Weekday Morning Peak Hour			School Dismissal Peak Hour			Weekday Evening Peak Hour		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
5,915 SF Convenience Store/Gas Station ITE Land Use 945	270	271	541	234	233	467	234	233	467

As stated within Chapter 10 of ITE's Trip Generation Handbook, 3rd Edition, there are instances when the total number of trips generated by a site is different from the amount of new traffic added to the street system by the generator. Convenience stores and gas stations are specifically located on or adjacent to busy streets to attract motorists already on the roadway. Therefore, the proposed convenience store with fuel sales development would be expected to attract a portion of its trips from the traffic passing the site on the way from an origin to an ultimate destination. These trips do not add new traffic to the adjacent roadway system and are referred to as pass-by trips.

Based upon the published ITE data for Land Use 945 "Convenience Store/Gas Station," 76% of the site-generated traffic during the weekday morning peak hour and 75% of the site-generated traffic during the weekday evening peak hour is comprised of pass-by traffic. It is noted that the ITE does not publish pass-by rates during the school dismissal peak hour. As such, the weekday evening peak hour pass-by rates were utilized for the school dismissal peak hour. **Table 2** shows the additional site generated traffic for the proposed development in terms of newly generated traffic and pass-by traffic.

TABLE 2 – PROPOSED TRIP GENERATION – NEW & PASS-BY TRIPS

Trip Type	Weekday Morning Peak Hour			School Dismissal Peak Hour			Weekday Evening Peak Hour		
	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
"New" Trips	64	65	129	59	58	117	59	58	117
"Pass-By" Trips	206	206	412	175	175	350	175	175	350
Total	270	271	541	234	233	467	234	233	467

At the site driveways, the calculated number of pass-by trips is shown as a negative number at the through movement as the vehicles are temporarily diverted from the through travel stream into and out of the site access point.

TRIP ASSIGNMENT/DISTRIBUTION

The trips generated by the proposed development were distributed according to the existing travel pattern along the adjacent roadways, the location of nearby gas stations and convenience stores, and the access management plan of the site. The “New” Site-Generated Traffic Volumes are illustrated on **Figure 3** and the “Pass-By” Site-Generated Traffic Volumes expected to access the site are depicted on **Figure 4**. The Total Site-Generated Traffic Volumes are summarized on appended **Figure 5**.

OPENING YEAR TRAFFIC CONDITIONS

2025 OPENING YEAR NO-BUILD TRAFFIC VOLUMES

The 2023 Existing Condition traffic volume data was grown to a future horizon year of 2025, which is a conservative estimate for when the proposed convenience store with fuel sales is expected to be fully constructed. To calculate the annual background growth rate, census data published by the United States Census Bureau from 2010 and 2020 was analyzed. Based on the census data analyzed, the United States Census Bureau forecasts a 1.30% annual population increase between 2010 and 2020. As such, the existing traffic volumes at the study intersections were increased by 1.30% annually for two (2) years.

The background growth rate was applied to the 2023 Existing Traffic Volumes to calculate the 2025 Opening Year No-Build Traffic Volumes for the weekday morning, school dismissal, and weekday evening peak hours. These volumes are summarized on appended **Figure 6**.

2025 OPENING YEAR NO-BUILD LOS/CAPACITY ANALYSIS

A Level of Service and Volume/Capacity analysis was also conducted for the 2025 Opening Year No-Build Condition during the weekday morning, school dismissal, and the weekday evening peak hours at the study intersections. The signalized intersection of Old Troy Pike and Chambersburg Road is calculated to operate generally consistent with the findings of the Existing Condition during the weekday morning, school dismissal, and the weekday evening peak hours.

2025 OPENING YEAR BUILD TRAFFIC VOLUMES

The site-generated trips were added to the 2025 Opening Year No-Build Traffic Volumes to calculate the 2025 Opening Year Build Traffic Volumes and are shown on appended **Figure 7**.

2025 OPENING YEAR BUILD LOS/CAPACITY ANALYSIS

A Level of Service and Volume/Capacity analysis was also conducted for the 2025 Opening Year Build Condition during the weekday morning, school dismissal, and the weekday evening peak hours at the study

intersections and proposed site driveways. Appended **Table AI** compares the Existing, No-Build, and Build Conditions Level of Service and delay values.

The signalized intersection of Old Troy Pike and Chambersburg Road is calculated to operate generally consistent with the findings of the Opening Year No-Build Condition during the weekday morning, school dismissal, and the weekday evening peak hours. The turning movements at the site driveway along Old Troy Pike are calculated to operate at Level of Service C or better during the weekday morning, school dismissal, and the weekday evening peak hours. The turning movements at the site driveway along Chambersburg Road are calculated to operate at Level of Service B or better during the weekday morning, school dismissal, and the weekday evening peak hours.

DESIGN YEAR TRAFFIC CONDITIONS

2045 DESIGN YEAR NO-BUILD TRAFFIC VOLUMES

The 2023 Existing Condition traffic volume data was grown to a future horizon year of 2045, which is the design year of the proposed convenience store with fuel sales. To calculate the annual background growth rate, census data published by the United States Census Bureau from 2010 and 2020 was analyzed. Based on the census data analyzed, the United States Census Bureau forecasts a 1.30% annual population increase between 2010 and 2020. As such, the existing traffic volumes at the study intersections were increased by 1.30% annually for 22 years.

The background growth rate was applied to the 2023 Existing Traffic Volumes to calculate the 2045 Design Year No-Build Traffic Volumes for the weekday morning, school dismissal, and weekday evening peak hours. These volumes are summarized on appended **Figure 8**.

Based on consultations with the City of Huber Heights and Choice One Engineering, it is proposed to construct a two-way left-turn lane along the Chambersburg Road site frontage. It is noted that the Chambersburg Road improvements are in preliminary planning phase and will not be constructed within the next two (2) years. As such, the Chambersburg Road improvements were only included within the Design Year analysis and not the Opening Year analysis.

2045 DESIGN YEAR NO-BUILD LOS/CAPACITY ANALYSIS

A Level of Service and Volume/Capacity analysis was also conducted for the 2045 Design Year No-Build Condition during the weekday morning, school dismissal, and the weekday evening peak hours at the study intersections. The signalized intersection of Old Troy Pike and Chambersburg Road is calculated to operate

generally consistent with the findings of the Existing Condition during the weekday morning, school dismissal, and weekday evening peak hours.

2045 DESIGN YEAR BUILD TRAFFIC VOLUMES

The site-generated trips were added to the 2045 Design Year No-Build Traffic Volumes to calculate the 2045 Design Year Build Traffic Volumes and are shown on appended **Figure 9**.

2045 DESIGN YEAR BUILD LOS/CAPACITY ANALYSIS

A Level of Service and Volume/Capacity analysis was also conducted for the 2045 Design Year Build Condition during the weekday morning, school dismissal, and the weekday evening peak hours at the study intersections and proposed site driveways.

The signalized intersection of Old Troy Pike and Chambersburg Road is calculated to operate generally consistent with the findings of the Design Year No-Build Condition during the weekday morning, school dismissal, and the weekday evening peak hours. The turning movements at the site driveway along Old Troy Pike are calculated to operate at Level of Service E or better during the weekday morning and weekday evening peak hours and at Level of Service D or better during the school dismissal peak hour. The turning movements at the site driveway along Chambersburg Road are calculated to operate at Level of Service B or better during the weekday morning, school dismissal, and the weekday evening peak hours.

BUILD CONDITION DEGRADATION

A capacity analysis was conducted to evaluate the degradation at the signalized and unsignalized intersections utilizing the ODOT Analysis and Traffic Simulation Manual (OATS), Section 5.9 – Operational Goals of Mainline and Intersections. Based on the criteria set forth within the OATS, signalized intersections are to operate at overall Level of Service D or better. Based on the capacity analysis conducted, the signalized intersection of Old Troy Pike and Chambersburg Road is calculated to operate at overall Level of Service D or better during each of the peak hours studied in both the 2025 Opening Year Build Condition and the 2045 Design Year Build Condition.

Additionally, the OATS requires each individual approach at signalized and unsignalized intersections to operate at Level of Service E or better. The turning movements at the signalized intersection of Old Troy Pike and Chambersburg Road are calculated to operate at Level of Service E or better during each of the peak hours studied in both the 2025 Opening Year Build Condition and the 2045 Design Year Build Condition. The turning movements at the site driveways along Old Troy Pike and Chambersburg Road are

calculated to operate at Level of Service E or better during each of the peak hours studied in both the 2025 Opening Year Build Condition and the 2045 Design Year Build Condition.

Finally, the OATS requires a V/C ratio under 1.0 with a preferred V/C ratio under 0.93. Based on the analysis conducted that turning movements at the signalized intersection of Old Troy Pike and Chambersburg Road and as well as the site driveways along Old Troy Pike and Chambersburg Road are calculated to have V/C ratios under 0.93 during each of the peak hours studied in both the 2025 Opening Year Build Condition and the 2045 Design Year Build Condition. As such, the proposed development would meet the operational goals of mainlines and intersections as described within the OATS.

SITE CIRCULATION & ACCESS

A review was conducted of the proposed convenience store with fuel sales using the Site Plan prepared by our office, dated April 4, 2023. In completing this review, particular attention was focused on the site access, circulation, and parking supply.

Under the proposed development plan, a 5,915-square-foot convenience store would be constructed in the center of the site. The fueling area with eight (8) fueling pumps (16 fueling positions) would be located to the east of the proposed convenience store. Access is proposed via one (1) full-movement driveway along Old Troy Pike and one (1) full-movement driveway along Chambersburg Road. Right-angle parking spaces would be located along the northerly, southerly, and easterly sides of the building and on the northern and southern portions of the site. Two-way vehicular circulation throughout the site would be facilitated via a minimum 30-foot-wide drive aisles. A trash enclosure would be located on the northwesterly portion of the property.

CONCLUSIONS

This report was prepared to examine the potential traffic impact of the proposed convenience store with fuel sales. The analysis findings, which have been based on industry-standard guidelines, indicate that the proposed development would not have a significant impact on the traffic operations of the adjacent roadway network. The site-generated trips of the proposed development would consist largely of “pass-by” trips, as opposed to new vehicles on the roadway, due to the land use, location, and the access management plan. The intersection delays throughout the roadway network would operate at generally consistent Level of Service as the No-Build Conditions in both the opening year and the design year. The Levels of Service, delay, and V/C ratios would be compliant with the requirements set forth within the OATS. The site driveways and on-site layout have been designed to provide effective access to and from the subject property.

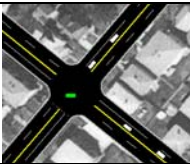
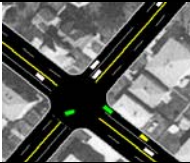


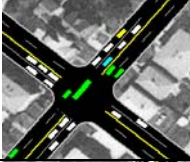

TECHNICAL APPENDIX

**LEVEL OF SERVICE/AVERAGE CONTROL DELAY
CRITERIA & COMPARISON TABLES**

LEVEL OF SERVICE /AVERAGE CONTROL DELAY CRITERIA

The ability of a roadway to effectively accommodate traffic demand is determined through an assessment of the volume-to-capacity ratio, delay and Level of Service of the lane group and/or intersection. The volume-to-capacity ratio is the ratio of traffic flow rate to capacity for a given transportation facility. As defined within the Highway Capacity Manual, 6th Edition (HCM), intersection delay is the total additional travel time experienced by drivers, passengers, or pedestrians as a result of control measures and interaction with other users of the facility, divided by the volume departing from the corresponding cross section of the facility. Level of service is a qualitative measure describing operational conditions within a traffic stream, based on service measures such as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience.

For an unsignalized intersection, LOS A indicates operations with delay less than 10 seconds per vehicle, while LOS F describes operations with delay in excess of 50 seconds per vehicle. For a signalized intersection, LOS A indicates operations with delay less than 10 seconds per vehicle and LOS F denotes operations with delay in excess of 80 seconds per vehicle.

	Level Of Service (LOS)	Signalized Delay Range (average control delay in sec/veh)	Unsignalized Delay Range (average control delay in sec/veh)
	A	<=10	<=10
	B	>10 and <=20	>10 and <=15
	C	>20 and <=35	>15 and <=25
	D	>35 and <=55	>25 and <=35
	E	>55 and <=80	>35 and <=50
	F	>80	>50

Source: Highway Capacity Manual, 6th Edition

STONEFIELD

Table A1: Comparative Level of Service (Delay) Table

City of Huber Heights, Montgomery County, Ohio

X (n) = Level of Service (seconds of delay)

Intersection	Lane Group	Weekday Morning Peak Hour				
		2023 Existing Condition	2025 No-Build Condition	2025 Build Condition	2045 No-Build Condition	2045 Build Condition
Old Troy Pike (N/S) & Chambersburg Road (E/W)	EB Left	D (54.8)	D (54.5)	D (52.3)	D (51.6)	D (49.6)
	EB Through/Right	E (66.3)	E (66.2)	E (65.0)	E (64.5)	E (63.3)
	WB Left	D (52.6)	D (52.1)	D (50.5)	D (51.9)	D (50.5)
	WB Through	E (57.6)	E (57.2)	E (55.3)	D (53.8)	D (51.9)
	WB Right	E (58.8)	E (58.4)	E (56.0)	E (55.2)	D (52.8)
	NB Left	A (6.6)	A (8.9)	A (9.9)	B (12.6)	B (14.0)
	NB Through	B (12.7)	B (13.1)	B (14.4)	B (17.6)	B (19.4)
	NB Through/Right	B (12.8)	B (13.1)	B (14.5)	B (17.7)	B (19.5)
	SB Left	A (8.4)	A (8.7)	A (9.6)	B (12.3)	B (13.6)
	SB Through	B (12.9)	B (13.4)	B (14.8)	B (18.8)	C (20.6)
	SB Through/Right	B (13.0)	B (13.4)	B (14.9)	B (18.9)	C (20.7)
	Overall		C (23.3)	C (23.5)	C (24.5)	C (26.7)
Old Troy Pike (N/S) & Site Driveway (E)	EB Left/Right			C (24.2)		E (42.7)
	NB Left			B (10.6)		B (12.4)
Chambersburg Road (E/W) & Site Driveway (S)	EB Left/Through			A (7.8)		A (8.0)
	SB Left/Right			B (11.9)		B (12.0)

Intersection	Lane Group	School Dismissal Peak Hour				
		2023 Existing Condition	2025 No-Build Condition	2025 Build Condition	2045 No-Build Condition	2045 Build Condition
Old Troy Pike (N/S) & Chambersburg Road (E/W)	EB Left	D (47.8)	D (47.4)	D (47.4)	D (42.5)	D (42.6)
	EB Through/Right	E (58.7)	E (58.4)	E (60.1)	E (56.9)	E (61.3)
	WB Left	D (48.2)	D (47.8)	D (48.2)	D (43.8)	D (45.2)
	WB Through	D (54.3)	D (53.9)	D (54.2)	D (49.9)	D (50.1)
	WB Right	E (62.1)	E (62.2)	E (62.0)	E (71.2)	E (71.0)
	NB Left	B (10.2)	B (10.5)	B (10.5)	B (15.0)	B (15.2)
	NB Through	B (16.1)	B (16.6)	B (16.8)	C (25.3)	C (25.6)
	NB Through/Right	B (16.1)	B (16.6)	B (16.8)	C (25.4)	C (25.8)
	SB Left	B (11.0)	B (11.4)	B (11.6)	B (18.3)	B (18.7)
	SB Through	B (14.5)	B (14.9)	B (15.2)	C (21.0)	C (21.2)
	SB Through/Right	B (14.5)	B (15.0)	B (15.2)	C (21.0)	C (21.3)
	Overall		C (27.5)	C (27.7)	C (28.2)	C (33.0)
Old Troy Pike (N/S) & Site Driveway (E)	EB Left/Right			C (19.4)		D (27.8)
	NB Left			A (9.9)		B (11.1)
Chambersburg Road (E/W) & Site Driveway (S)	EB Left/Through			A (7.8)		A (8.0)
	SB Left/Right			B (12.4)		B (12.3)

Intersection	Lane Group	Weekday Evening Peak Hour				
		2023 Existing Condition	2025 No-Build Condition	2025 Build Condition	2045 No-Build Condition	2045 Build Condition
Old Troy Pike (N/S) & Chambersburg Road (E/W)	EB Left	D (46.9)	D (46.4)	D (46.4)	D (41.6)	D (41.6)
	EB Through/Right	E (56.4)	E (56.0)	E (57.1)	D (52.6)	D (54.7)
	WB Left	D (46.9)	D (46.4)	D (46.7)	D (41.8)	D (42.6)
	WB Through	D (54.9)	D (54.5)	D (54.8)	D (50.6)	D (50.9)
	WB Right	E (63.1)	E (64.2)	E (64.0)	E (73.4)	E (73.2)
	NB Left	B (11.1)	B (11.5)	B (11.6)	B (17.0)	B (17.1)
	NB Through	B (17.6)	B (18.4)	B (18.6)	C (29.3)	C (29.7)
	NB Through/Right	B (17.6)	B (18.4)	B (18.6)	C (29.5)	C (29.9)
	SB Left	B (12.3)	B (12.9)	B (13.1)	C (23.1)	C (23.9)
	SB Through	B (15.7)	B (16.3)	B (16.6)	C (23.5)	C (23.8)
	SB Through/Right	B (15.8)	B (16.4)	B (16.6)	C (23.5)	C (23.8)
	Overall		C (27.5)	C (28.0)	C (28.4)	C (34.5)
Old Troy Pike (N/S) & Site Driveway (E)	EB Left/Right			C (22.8)		E (36.9)
	NB Left			B (10.5)		B (12.2)
Chambersburg Road (E/W) & Site Driveway (S)	EB Left/Through			A (7.9)		A (8.1)
	SB Left/Right			B (12.6)		B (12.6)

TURNING MOVEMENT COUNT DATA

Stonefield Engineering & Design, LLC

607 Shelby Street, Suite 200, Detroit, MI 48226

248.247.1115 t. 201.340.4472 f.

Intersection of Old Troy Pike
and Chambersburg Rd
Huber Heights, OH
Tuesday, February 28, 2023

File Name : DET-220205.01
Site Code : 220205
Start Date : 2/28/2023
Page No : 1

Groups Printed- Auto - HV - B/SB

Start Time	Chambersburg Rd Eastbound					Chambersburg Rd Westbound					Old Troy Pike Northbound					Old Troy Pike Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
07:00 AM	8	16	15	0	39	14	10	5	0	29	4	57	9	0	70	25	109	9	0	143	281
07:15 AM	8	13	13	0	34	31	11	12	0	54	17	99	25	0	141	21	183	11	0	215	444
07:30 AM	10	20	13	0	43	35	29	29	0	93	7	137	34	0	178	53	166	12	0	231	545
07:45 AM	11	15	5	0	31	10	18	19	0	47	5	117	13	0	135	18	134	21	0	173	386
Total	37	64	46	0	147	90	68	65	0	223	33	410	81	0	524	117	592	53	0	762	1656
08:00 AM	19	12	5	0	36	23	21	21	0	65	8	72	22	0	102	16	94	13	0	123	326
08:15 AM	8	26	5	0	39	20	13	26	0	59	5	97	21	0	123	20	109	9	0	138	359
08:30 AM	14	21	7	0	42	17	25	33	0	75	4	103	12	0	119	18	113	11	0	142	378
08:45 AM	23	17	8	0	48	19	14	21	0	54	6	106	19	0	131	17	116	14	0	147	380
Total	64	76	25	0	165	79	73	101	0	253	23	378	74	0	475	71	432	47	0	550	1443
*** BREAK ***																					
02:00 PM	13	25	9	0	47	31	24	34	0	89	8	86	19	0	113	34	127	23	0	184	433
02:15 PM	12	19	6	0	37	24	18	46	0	88	5	138	28	0	171	35	150	9	0	194	490
02:30 PM	15	29	5	0	49	22	25	32	0	79	9	147	29	0	185	34	124	12	0	170	483
02:45 PM	18	36	8	0	62	33	31	36	0	100	13	130	34	0	177	44	130	20	0	194	533
Total	58	109	28	0	195	110	98	148	0	356	35	501	110	0	646	147	531	64	0	742	1939
03:00 PM	20	21	6	0	47	17	20	45	0	82	14	161	28	0	203	27	138	17	0	182	514
03:15 PM	25	42	9	0	76	19	39	59	0	117	8	159	33	0	200	43	134	13	0	190	583
03:30 PM	17	54	9	0	80	21	26	60	0	107	11	153	25	0	189	37	139	11	0	187	563
03:45 PM	37	33	8	0	78	34	34	54	0	122	10	170	39	0	219	50	145	26	0	221	640
Total	99	150	32	0	281	91	119	218	0	428	43	643	125	0	811	157	556	67	0	780	2300
04:00 PM	23	43	6	0	72	35	28	49	0	112	3	170	36	0	209	43	154	24	0	221	614
04:15 PM	37	27	6	0	70	34	33	45	0	112	6	188	30	0	224	40	169	15	0	224	630
04:30 PM	26	36	8	0	70	33	45	48	0	126	9	163	31	0	203	30	171	26	0	227	626
04:45 PM	20	42	7	0	69	24	28	32	0	84	8	183	26	0	217	43	177	30	0	250	620
Total	106	148	27	0	281	126	134	174	0	434	26	704	123	0	853	156	671	95	0	922	2490
05:00 PM	28	42	6	0	76	26	33	59	0	118	8	178	32	0	218	38	165	24	0	227	639
05:15 PM	31	44	2	0	77	22	38	45	0	105	12	196	24	0	232	55	155	26	0	236	650
05:30 PM	19	34	7	0	60	27	40	53	0	120	11	190	36	0	237	43	153	20	0	216	633
05:45 PM	23	29	8	0	60	28	35	55	0	118	11	175	20	0	206	45	181	16	0	242	626
Total	101	149	23	0	273	103	146	212	0	461	42	739	112	0	893	181	654	86	0	921	2548
06:00 PM	16	26	8	0	50	26	30	35	0	91	8	147	32	0	187	36	158	26	0	220	548
06:15 PM	27	38	4	0	69	23	29	48	0	100	7	121	19	0	147	43	129	6	0	178	494
06:30 PM	18	23	4	0	45	16	22	35	0	73	4	140	18	0	162	32	171	19	0	222	502
06:45 PM	13	22	4	0	39	20	27	33	0	80	4	104	26	0	134	29	127	13	0	169	422
Total	74	109	20	0	203	85	108	151	0	344	23	512	95	0	630	140	585	64	0	789	1966
Grand Total	539	805	201	0	1545	684	746	1069	0	2499	225	3887	720	0	4832	969	4021	476	0	5466	14342
Apprch %	34.9	52.1	13	0		27.4	29.9	42.8	0		4.7	80.4	14.9	0		17.7	73.6	8.7	0		
Total %	3.8	5.6	1.4	0	10.8	4.8	5.2	7.5	0	17.4	1.6	27.1	5	0	33.7	6.8	28	3.3	0	38.1	
Auto	528	797	197	0	1522	654	739	1051	0	2444	211	3788	688	0	4687	957	3928	467	0	5352	14005
% Auto	98	99	98	0	98.5	95.6	99.1	98.3	0	97.8	93.8	97.5	95.6	0	97	98.8	97.7	98.1	0	97.9	97.7

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Intersection of Old Troy Pike
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Huber Heights, OH
Tuesday, February 28, 2023

File Name : DET-220205.01
Site Code : 220205
Start Date : 2/28/2023
Page No : 2

Groups Printed- Auto - HV - B/SB

	Chambersburg Rd Eastbound					Chambersburg Rd Westbound					Old Troy Pike Northbound					Old Troy Pike Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
HV	11	8	4	0	23	30	7	18	0	55	14	99	32	0	145	12	93	9	0	114	337
% HV	2	1	2	0	1.5	4.4	0.9	1.7	0	2.2	6.2	2.5	4.4	0	3	1.2	2.3	1.9	0	2.1	2.3
B/SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% B/SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Start Time	Chambersburg Rd Eastbound					Chambersburg Rd Westbound					Old Troy Pike Northbound					Old Troy Pike Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	

Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 07:15 AM

07:15 AM	8	13	13	0	34	31	11	12	0	54	17	99	25	0	141	21	183	11	0	215	444
07:30 AM	10	20	13	0	43	35	29	29	0	93	7	137	34	0	178	53	166	12	0	231	545
07:45 AM	11	15	5	0	31	10	18	19	0	47	5	117	13	0	135	18	134	21	0	173	386
08:00 AM	19	12	5	0	36	23	21	21	0	65	8	72	22	0	102	16	94	13	0	123	326
Total Volume	48	60	36	0	144	99	79	81	0	259	37	425	94	0	556	108	577	57	0	742	1701
% App. Total	33.3	41.7	25	0		38.2	30.5	31.3	0		6.7	76.4	16.9	0		14.6	77.8	7.7	0		
PHF	.632	.750	.692	.000	.837	.707	.681	.698	.000	.696	.544	.776	.691	.000	.781	.509	.788	.679	.000	.803	.780
Auto	48	59	34	0	141	92	76	75	0	243	35	414	85	0	534	106	556	56	0	718	1636
% Auto	100	98.3	94.4	0	97.9	92.9	96.2	92.6	0	93.8	94.6	97.4	90.4	0	96.0	98.1	96.4	98.2	0	96.8	96.2
HV	0	1	2	0	3	7	3	6	0	16	2	11	9	0	22	2	21	1	0	24	65
% HV	0	1.7	5.6	0	2.1	7.1	3.8	7.4	0	6.2	5.4	2.6	9.6	0	4.0	1.9	3.6	1.8	0	3.2	3.8
B/SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% B/SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Peak Hour Analysis From 02:45 PM to 03:30 PM - Peak 1 of 1

Peak Hour for Entire Intersection Begins at 02:45 PM

02:45 PM	18	36	8	0	62	33	31	36	0	100	13	130	34	0	177	44	130	20	0	194	533
03:00 PM	20	21	6	0	47	17	20	45	0	82	14	161	28	0	203	27	138	17	0	182	514
03:15 PM	25	42	9	0	76	19	39	59	0	117	8	159	33	0	200	43	134	13	0	190	583
03:30 PM	17	54	9	0	80	21	26	60	0	107	11	153	25	0	189	37	139	11	0	187	563
Total Volume	80	153	32	0	265	90	116	200	0	406	46	603	120	0	769	151	541	61	0	753	2193
% App. Total	30.2	57.7	12.1	0		22.2	28.6	49.3	0		6	78.4	15.6	0		20.1	71.8	8.1	0		
PHF	.800	.708	.889	.000	.828	.682	.744	.833	.000	.868	.821	.936	.882	.000	.947	.858	.973	.763	.000	.970	.940
Auto	78	151	32	0	261	87	115	198	0	400	42	578	115	0	735	147	527	59	0	733	2129
% Auto	97.5	98.7	100	0	98.5	96.7	99.1	99.0	0	98.5	91.3	95.9	95.8	0	95.6	97.4	97.4	96.7	0	97.3	97.1
HV	2	2	0	0	4	3	1	2	0	6	4	25	5	0	34	4	14	2	0	20	64
% HV	2.5	1.3	0	0	1.5	3.3	0.9	1.0	0	1.5	8.7	4.1	4.2	0	4.4	2.6	2.6	3.3	0	2.7	2.9
B/SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% B/SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Stonefield Engineering & Design, LLC

607 Shelby Street, Suite 200, Detroit, MI 48226

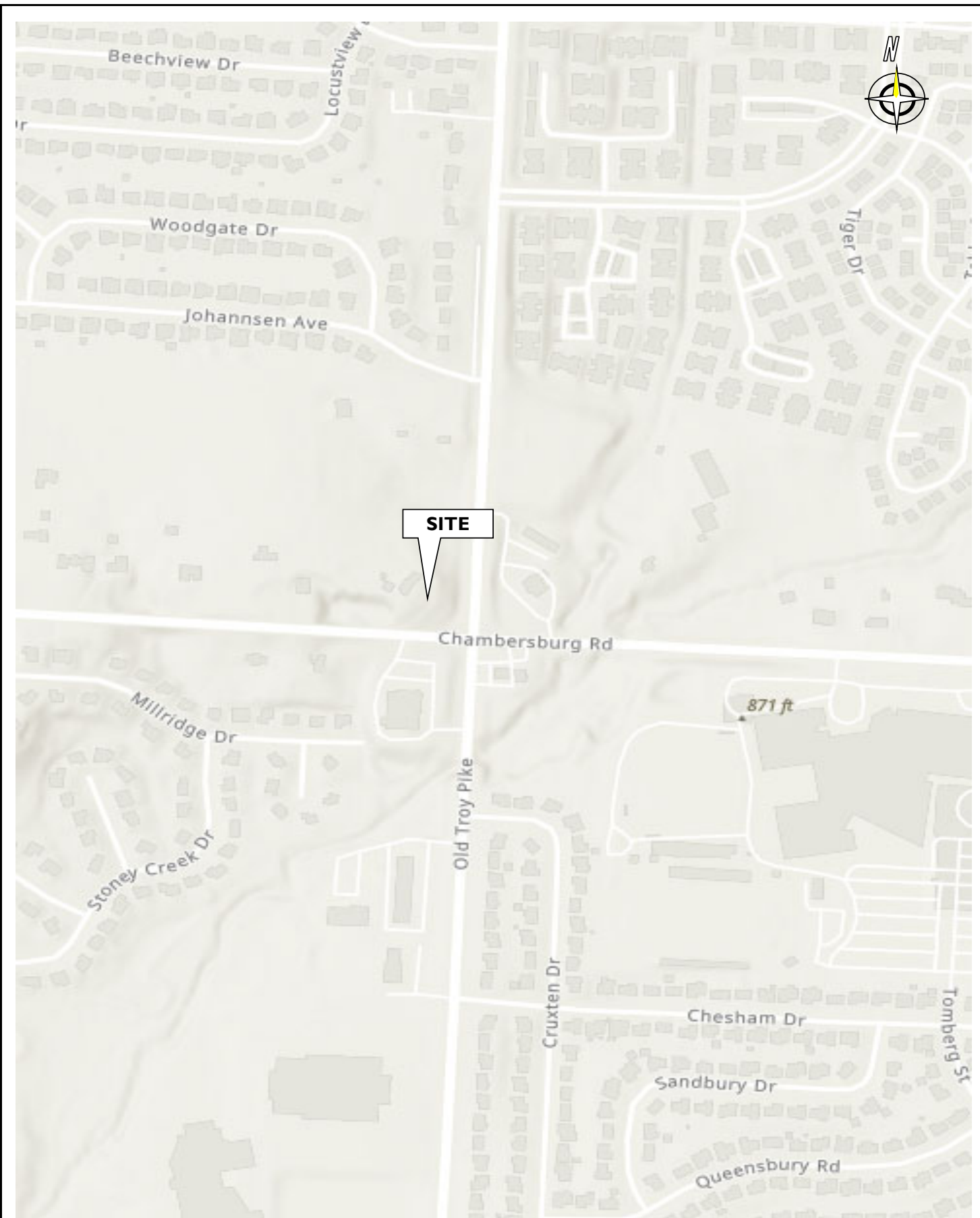
248.247.1115 t. 201.340.4472 f.

Intersection of Old Troy Pike
and Chambersburg Rd
Huber Heights, OH
Tuesday, February 28, 2023

File Name : DET-220205.01
Site Code : 220205
Start Date : 2/28/2023
Page No : 3

Start Time	Chambersburg Rd Eastbound					Chambersburg Rd Westbound					Old Troy Pike Northbound					Old Troy Pike Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour Analysis From 04:00 PM to 06:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	28	42	6	0	76	26	33	59	0	118	8	178	32	0	218	38	165	24	0	227	639
05:15 PM	31	44	2	0	77	22	38	45	0	105	12	196	24	0	232	55	155	26	0	236	650
05:30 PM	19	34	7	0	60	27	40	53	0	120	11	190	36	0	237	43	153	20	0	216	633
05:45 PM	23	29	8	0	60	28	35	55	0	118	11	175	20	0	206	45	181	16	0	242	626
Total Volume	101	149	23	0	273	103	146	212	0	461	42	739	112	0	893	181	654	86	0	921	2548
% App. Total	37	54.6	8.4	0		22.3	31.7	46	0		4.7	82.8	12.5	0		19.7	71	9.3	0		
PHF	.815	.847	.719	.000	.886	.920	.913	.898	.000	.960	.875	.943	.778	.000	.942	.823	.903	.827	.000	.951	.980
Auto	100	148	22	0	270	102	146	210	0	458	41	730	110	0	881	180	648	86	0	914	2523
% Auto	99.0	99.3	95.7	0	98.9	99.0	100	99.1	0	99.3	97.6	98.8	98.2	0	98.7	99.4	99.1	100	0	99.2	99.0
HV	1	1	1	0	3	1	0	2	0	3	1	9	2	0	12	1	6	0	0	7	25
% HV	1.0	0.7	4.3	0	1.1	1.0	0	0.9	0	0.7	2.4	1.2	1.8	0	1.3	0.6	0.9	0	0	0.8	1.0
B/SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% B/SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

FIGURES



STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

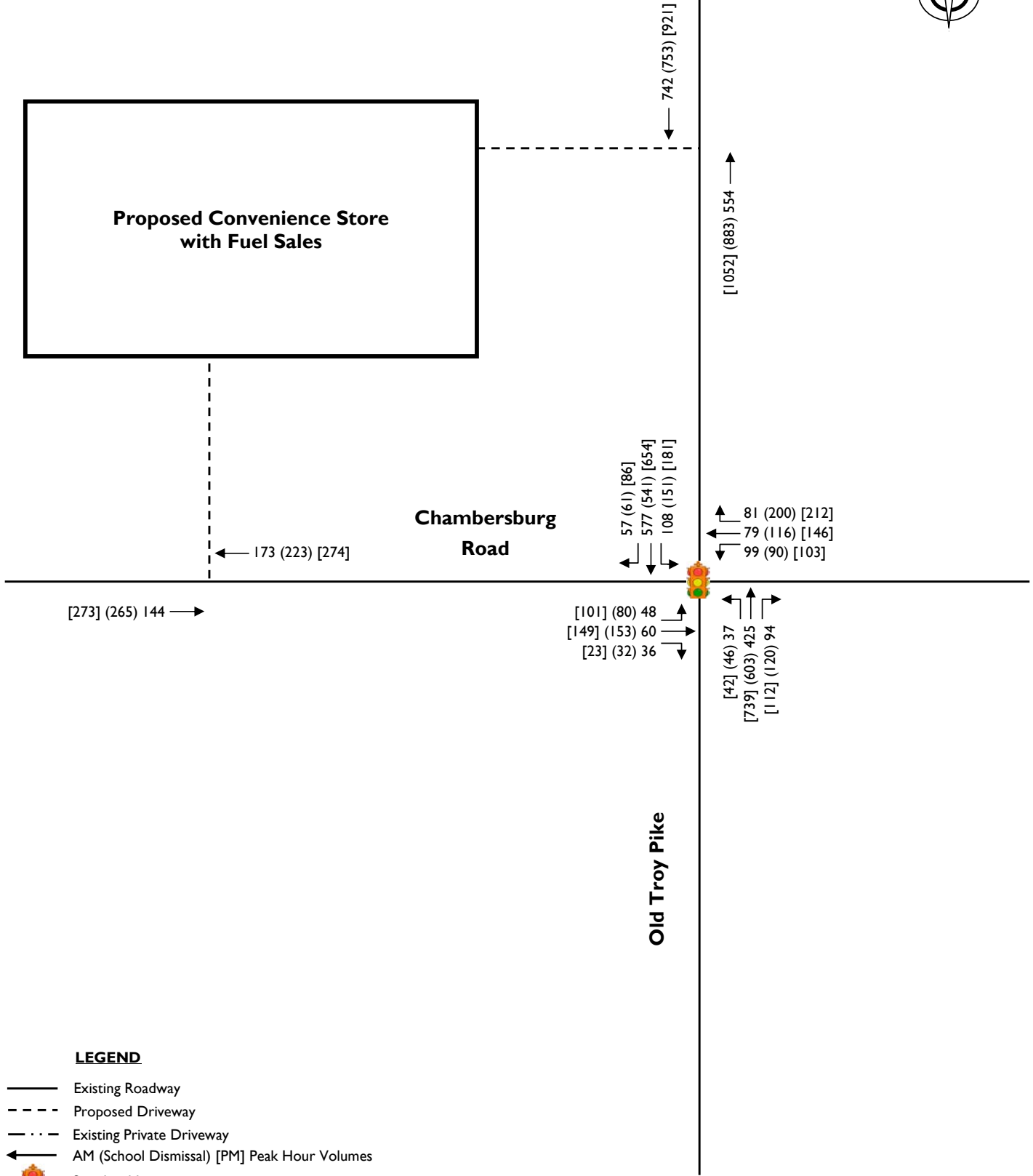
FIGURE I
Site Location Map



**Proposed Convenience Store
with Fuel Sales**

**Chambersburg
Road**

Old Troy Pike



LEGEND

- Existing Roadway
- - - Proposed Driveway
- · - Existing Private Driveway
- ← AM (School Dismissal) [PM] Peak Hour Volumes
- Signalized Intersection

not to scale

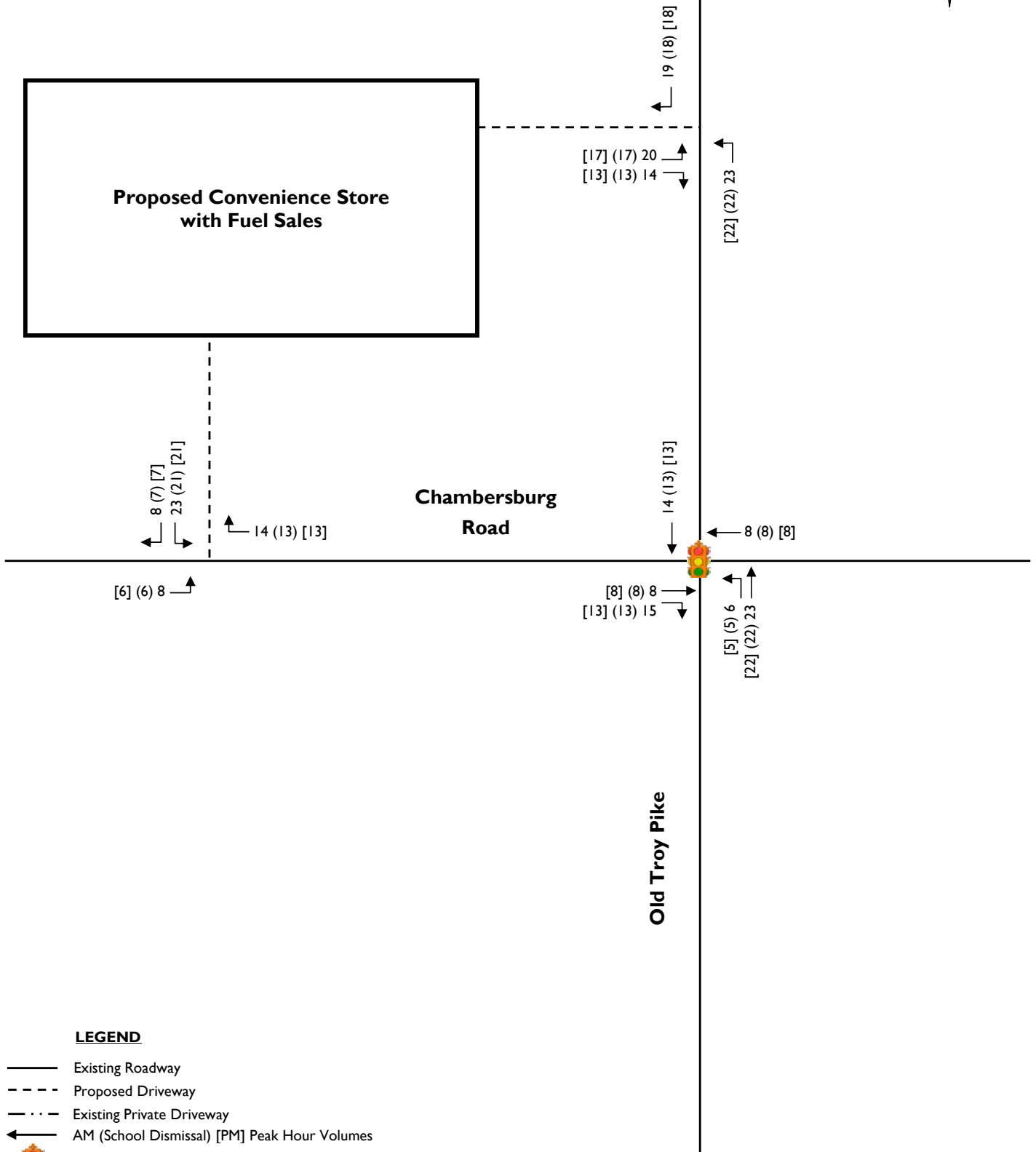
STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

FIGURE 2
2023 Existing Traffic
Volumes



**Proposed Convenience Store
with Fuel Sales**



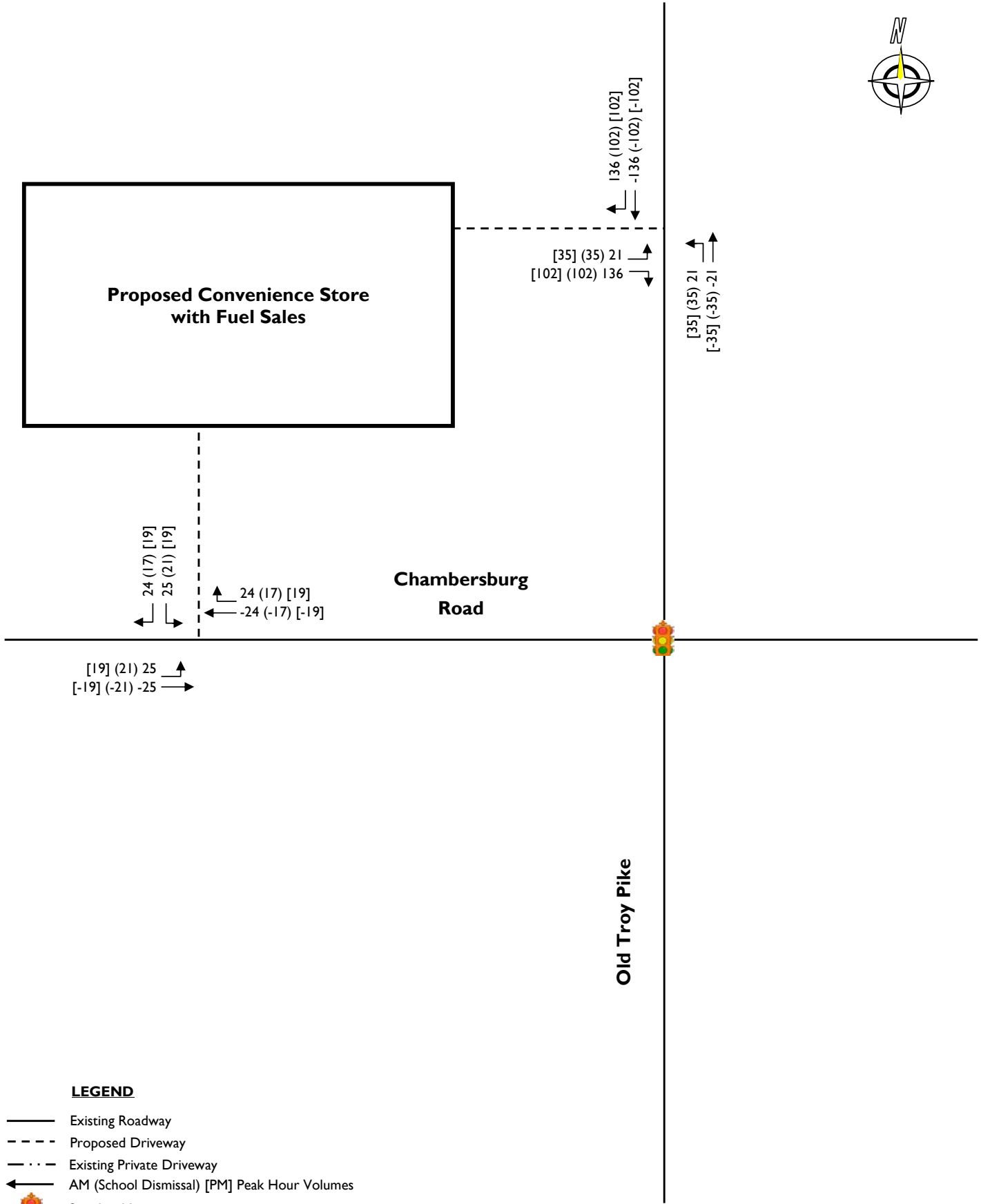
STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

FIGURE 3
"New" Site-Generated
Traffic Volumes



Proposed Convenience Store with Fuel Sales



\leftarrow 24 (17) [19]
 \leftarrow 25 (21) [19]
 \leftarrow 24 (17) [19]
 \leftarrow -24 (-17) [-19]

\leftarrow 136 (102) [102]
 \leftarrow -136 (-102) [-102]
 [35] (35) 21
 [102] (102) 136
 [35] (35) 21
 [-35] (-35) -21

Chambersburg Road

Old Troy Pike

LEGEND

- Existing Roadway
- - - Proposed Driveway
- · - Existing Private Driveway
- ← AM (School Dismissal) [PM] Peak Hour Volumes
- Signalized Intersection

not to scale

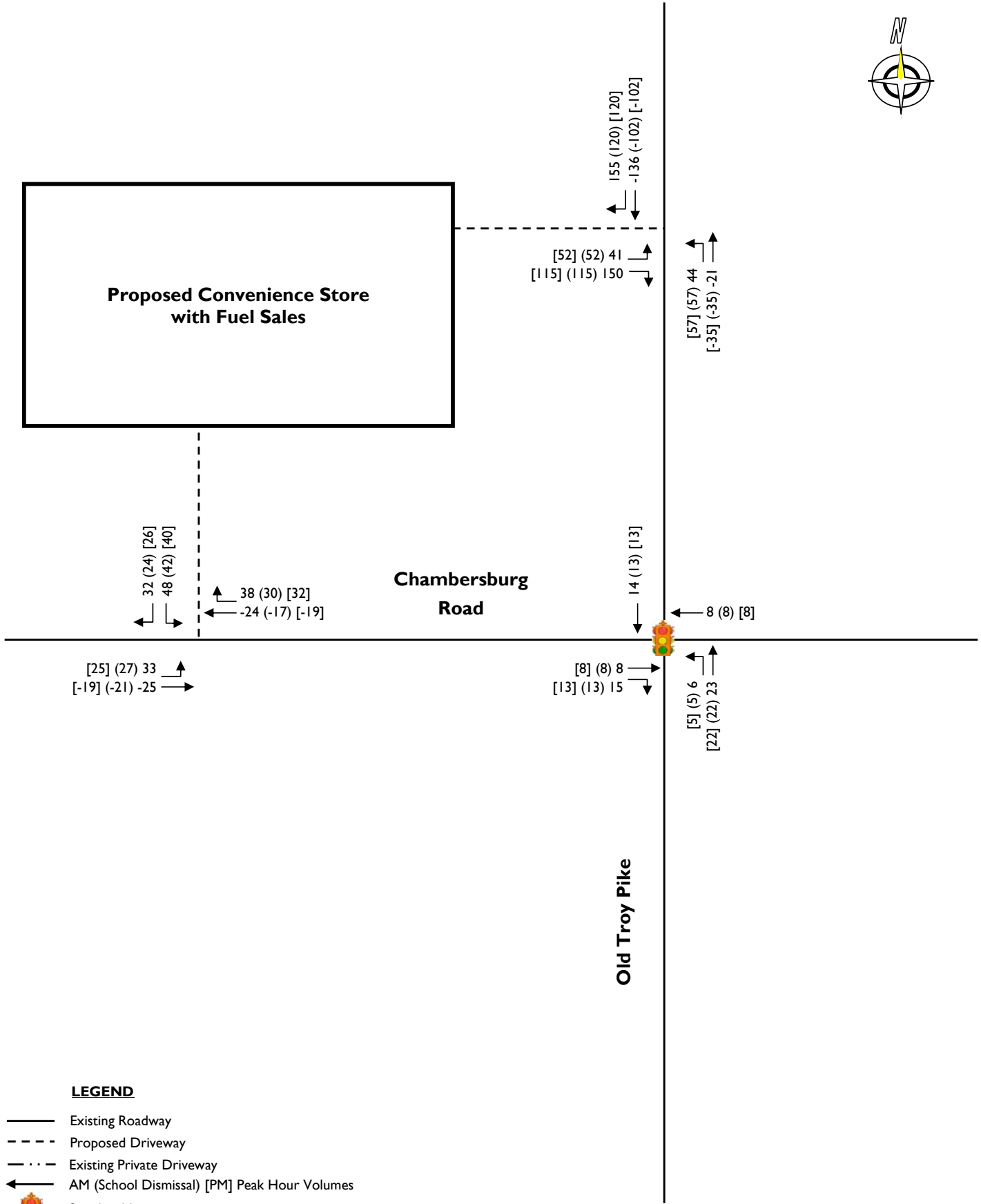
STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

FIGURE 4
"Pass-By" Site-Generated
Traffic Volumes



Proposed Convenience Store with Fuel Sales



LEGEND

- Existing Roadway
- - - Proposed Driveway
- · - Existing Private Driveway
- ← AM (School Dismissal) [PM] Peak Hour Volumes
- Signalized Intersection

not to scale

STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

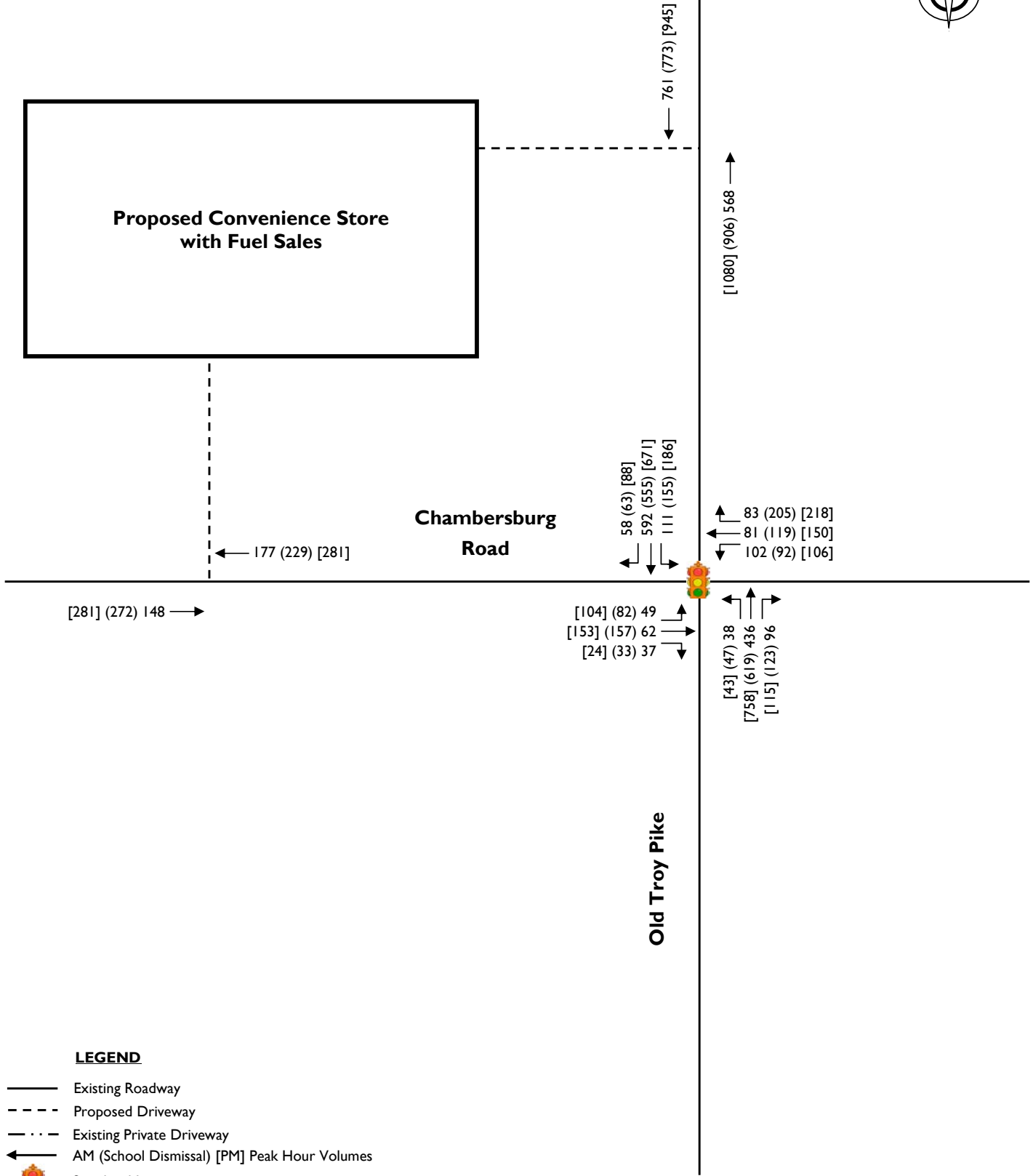
FIGURE 5
Total Site-Generated
Traffic Volumes



**Proposed Convenience Store
with Fuel Sales**

**Chambersburg
Road**

Old Troy Pike



LEGEND

- Existing Roadway
- - - Proposed Driveway
- · - Existing Private Driveway
- ← AM (School Dismissal) [PM] Peak Hour Volumes
- Signalized Intersection

not to scale

STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

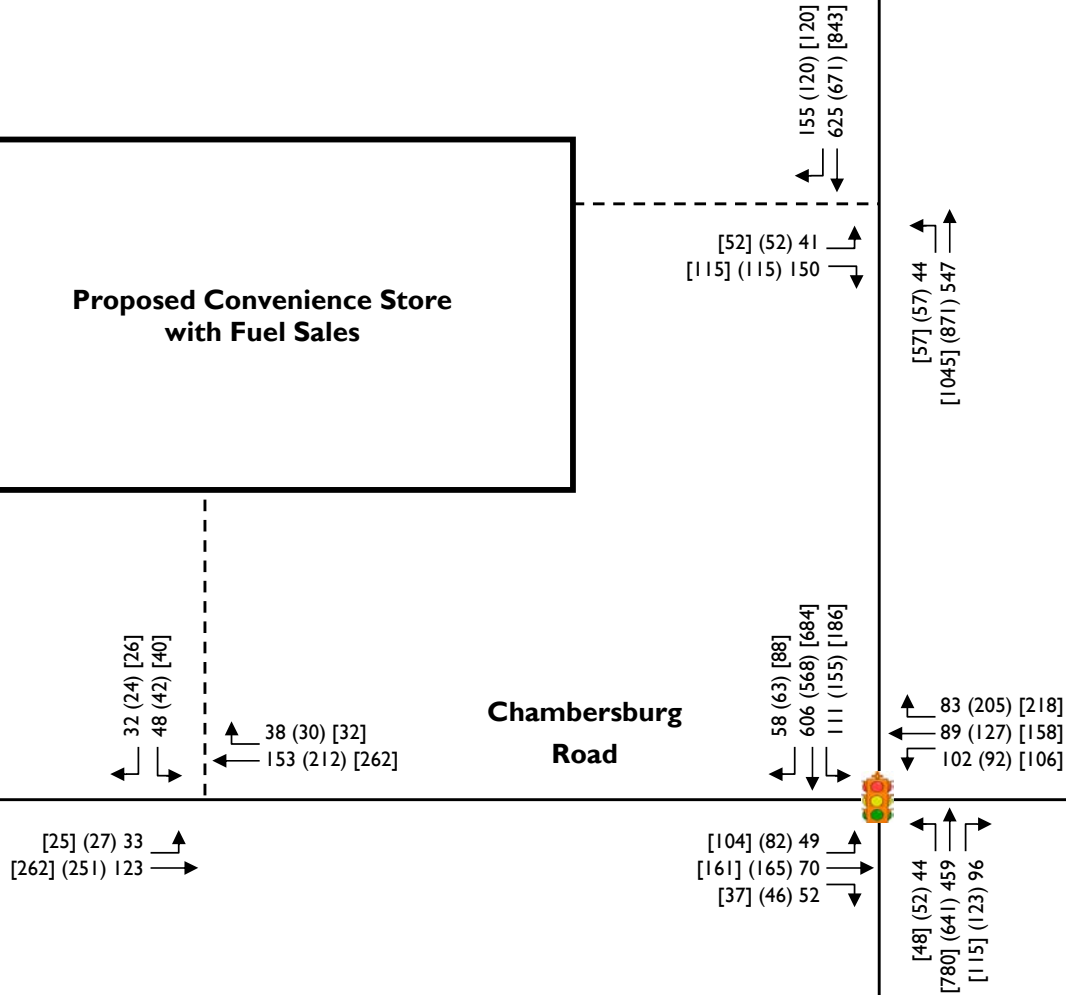
FIGURE 6
2025 Opening Year No-Build Traffic Volumes




**Proposed Convenience Store
with Fuel Sales**

**Chambersburg
Road**

Old Troy Pike



LEGEND

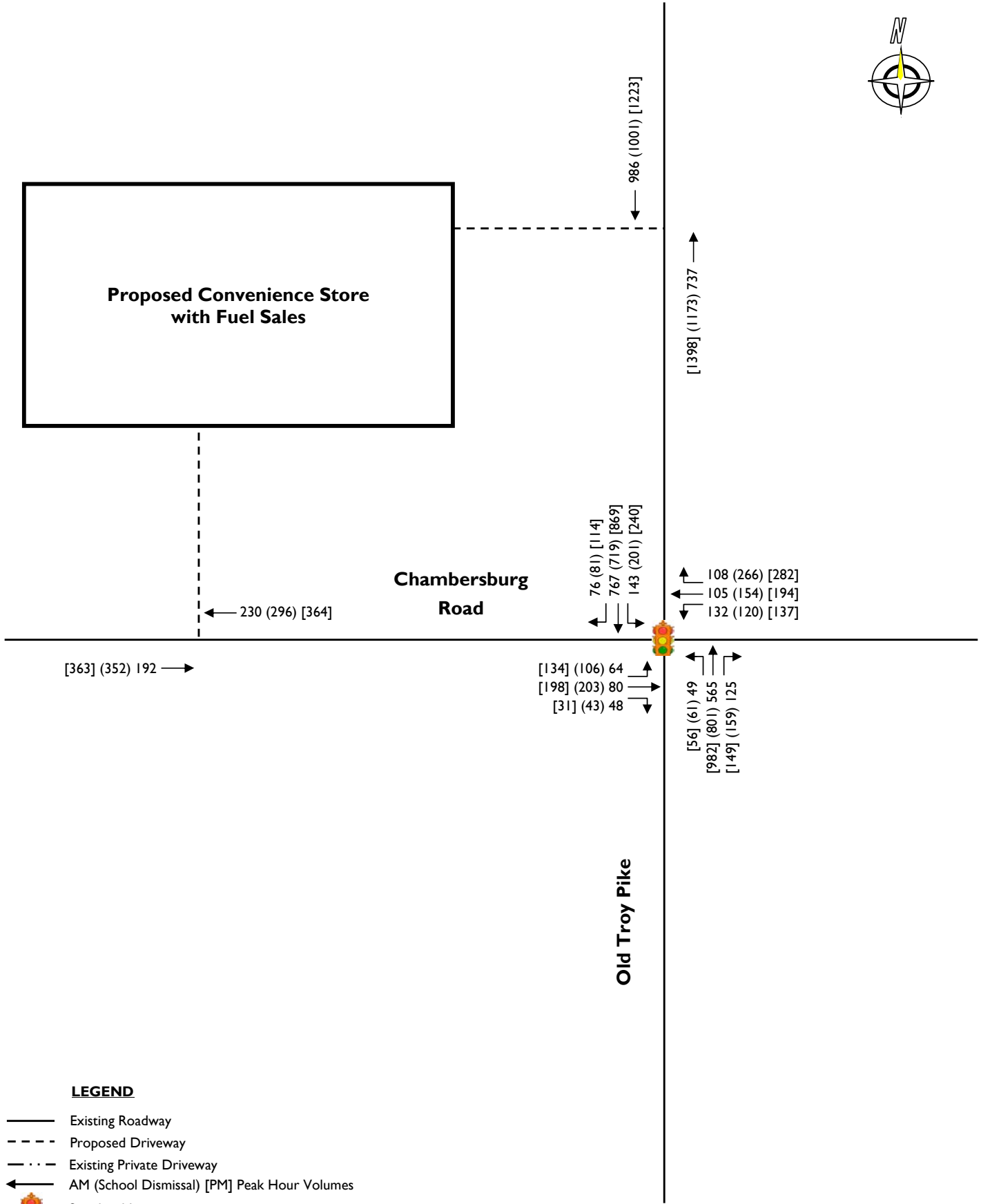
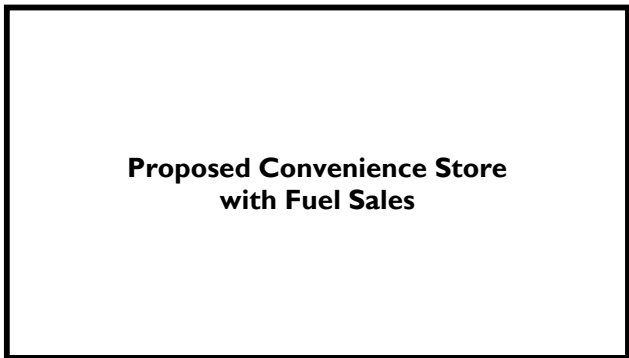
- Existing Roadway
- - - Proposed Driveway
- · - Existing Private Driveway
- ← AM (School Dismissal) [PM] Peak Hour Volumes
-  Signalized Intersection

not to scale

STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

FIGURE 7
2025 Opening Year Build
Traffic Volumes



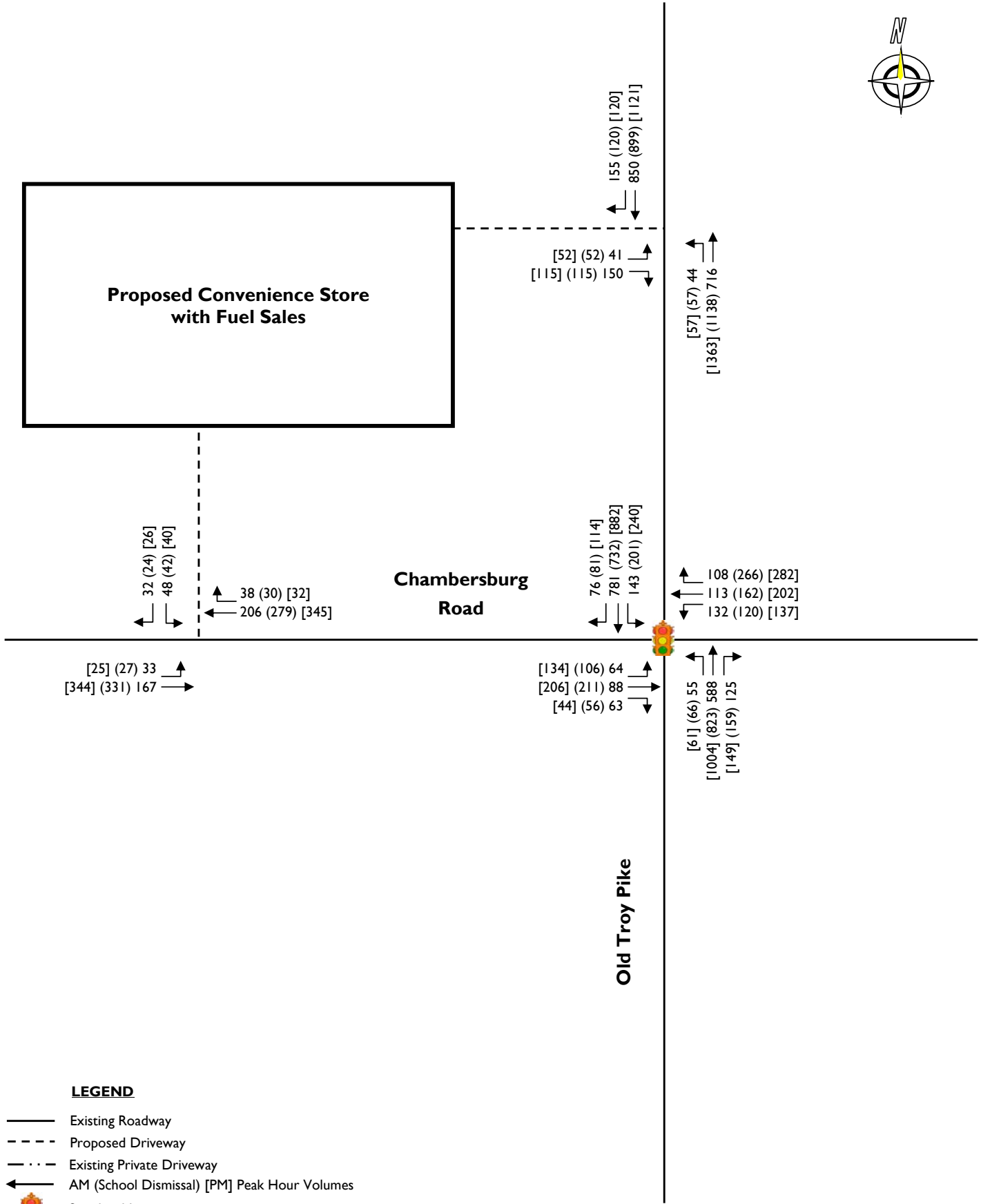
STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

FIGURE 8
2045 Design Year No-Build
Traffic Volumes



Proposed Convenience Store with Fuel Sales



LEGEND

- Existing Roadway
- - - Proposed Driveway
- · - Existing Private Driveway
- ← AM (School Dismissal) [PM] Peak Hour Volumes
- Signalized Intersection

not to scale

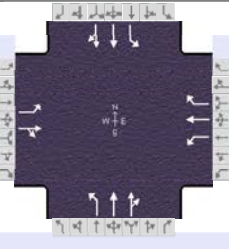
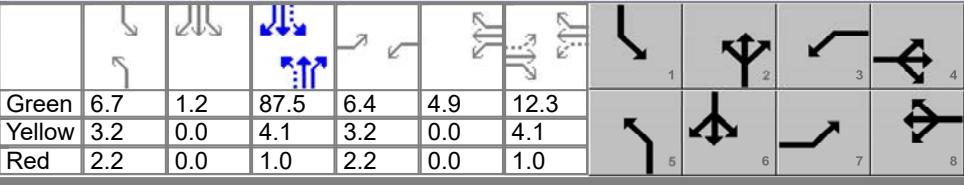
STONEFIELD

Proposed Convenience Store with Fuel Sales
4949 Chambersburg Road
City of Huber Heights, Montgomery County, Ohio
Traffic Impact Study

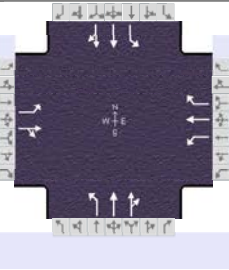
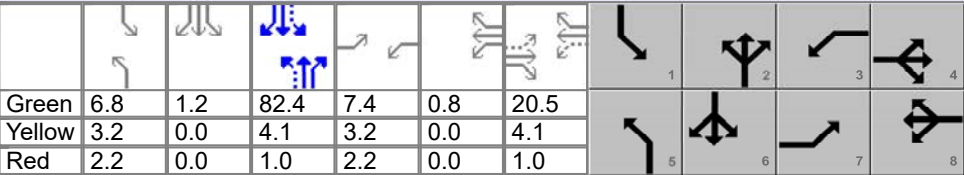
FIGURE 9
2045 Design Year Build
Traffic Volumes

CAPACITY ANALYSIS DETAIL SHEETS

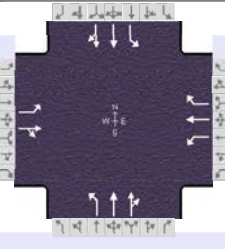
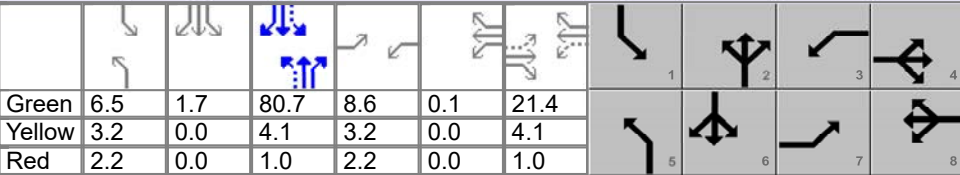
HCS Signalized Intersection Results Summary

General Information					Intersection Information											
Agency	SE&D				Duration, h	0.250										
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other									
Jurisdiction	Huber Heights, Ohio		Time Period	Weekday Morning Peak Hour		PHF	0.78									
Urban Street	Old Troy Pike		Analysis Year	2023 Existing Condition		Analysis Period	1 > 7:15									
Intersection	Chambersburg Road		File Name	2023 Existing.xus												
Project Description	Proposed Wawa w/ Fuel Sales															
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					48	60	36	99	79	81	37	425	94	108	577	57
Signal Information																
Cycle, s	140.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	No	Simult. Gap E/W	On													
Force Mode	Fixed	Simult. Gap N/S	On													
Green	6.7	1.2	87.5	6.4	4.9	12.3										
Yellow	3.2	0.0	4.1	3.2	0.0	4.1										
Red	2.2	0.0	1.0	2.2	0.0	1.0										
Timer Results					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase					7	4	3	8	5	2	1	6				
Case Number					1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0				
Phase Duration, s					11.8	17.4	16.6	22.2	12.1	92.6	13.4	93.9				
Change Period, (Y+R _c), s					5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Allow Headway (MAH), s					3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0				
Queue Clearance Time (g _s), s					6.3	11.7	11.2	11.0	3.3		5.7					
Green Extension Time (g _e), s					0.0	0.6	0.1	0.6	0.1	0.0	0.2	0.0				
Phase Call Probability					0.91	1.00	0.99	1.00	0.84		1.00					
Max Out Probability					0.15	0.00	0.06	0.00	0.00		0.00					
Movement Group Results					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement					7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h					62	123		127	101	104	47	342	323	138	413	400
Adjusted Saturation Flow Rate (s), veh/h/ln					1810	1752		1711	1841	1522	1739	1856	1739	1781	1841	1782
Queue Service Time (g _s), s					4.3	9.7		9.2	7.2	9.0	1.3	11.9	12.0	3.7	14.8	14.8
Cycle Queue Clearance Time (g _c), s					4.3	9.7		9.2	7.2	9.0	1.3	11.9	12.0	3.7	14.8	14.8
Green Ratio (g/C)					0.13	0.09		0.18	0.12	0.12	0.67	0.63	0.63	0.68	0.63	0.63
Capacity (c), veh/h					209	154		211	225	186	472	1160	1087	569	1167	1130
Volume-to-Capacity Ratio (X)					0.295	0.802		0.600	0.450	0.558	0.101	0.295	0.297	0.243	0.354	0.354
Back of Queue (Q), ft/ln (95 th percentile)																
Back of Queue (Q), veh/ln (95 th percentile)					3.5	7.9		7.2	6.0	6.3	0.8	8.7	8.3	2.5	10.3	10.0
Queue Storage Ratio (RQ) (95 th percentile)					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh					54.5	62.7		51.6	57.1	57.9	8.6	12.1	12.1	8.3	12.1	12.1
Incremental Delay (d ₂), s/veh					0.3	3.7		1.0	0.5	1.0	0.0	0.6	0.7	0.1	0.8	0.9
Initial Queue Delay (d ₃), s/veh					0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh					54.8	66.3		52.6	57.6	58.8	8.6	12.7	12.8	8.4	12.9	13.0
Level of Service (LOS)					D	E		D	E	E	A	B	B	A	B	B
Approach Delay, s/veh / LOS					62.5	E		56.1	E		12.5	B		12.3	B	
Intersection Delay, s/veh / LOS					23.3						C					
Multimodal Results					EB			WB			NB			SB		
Pedestrian LOS Score / LOS					2.32	B		2.32	B		2.08	B		1.89	B	
Bicycle LOS Score / LOS					0.79	A		1.04	A		1.08	A		1.27	A	

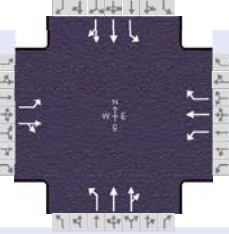
HCS Signalized Intersection Results Summary

General Information					Intersection Information											
Agency	SE&D				Duration, h	0.250										
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other									
Jurisdiction	Huber Heights, Ohio		Time Period	School Dismissal Peak Hour		PHF	0.94									
Urban Street	Old Troy Pike		Analysis Year	2023 Existing Condition		Analysis Period	1 > 2:45									
Intersection	Chambersburg Road		File Name	2023 Existing.xus												
Project Description	Proposed Wawa w/ Fuel Sales															
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					80	153	32	90	116	200	46	603	120	151	541	61
Signal Information																
Cycle, s	140.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	No	Simult. Gap E/W	On													
Force Mode	Fixed	Simult. Gap N/S	On													
Green					6.8	1.2	82.4	7.4	0.8	20.5						
Yellow					3.2	0.0	4.1	3.2	0.0	4.1						
Red					2.2	0.0	1.0	2.2	0.0	1.0						
Timer Results					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase					7	4	3	8	5	2	1	6				
Case Number					1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0				
Phase Duration, s					12.8	25.6	13.6	26.3	12.2	87.5	13.4	88.6				
Change Period, (Y+R _c), s					5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Allow Headway (MAH), s					3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0				
Queue Clearance Time (g _s), s					7.7	16.4	8.4	20.2	3.5		7.0					
Green Extension Time (g _e), s					0.0	1.0	0.0	1.0	0.1	0.0	0.3	0.0				
Phase Call Probability					0.96	1.00	0.98	1.00	0.85		1.00					
Max Out Probability					1.00	0.00	1.00	0.00	0.00		0.00					
Movement Group Results					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement					7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h					85	197		96	123	213	49	396	374	161	325	315
Adjusted Saturation Flow Rate (s), veh/h/ln					1767	1828		1767	1885	1598	1682	1841	1734	1767	1856	1789
Queue Service Time (g _s), s					5.7	14.4		6.4	8.3	18.2	1.5	15.8	15.8	5.0	12.0	12.1
Cycle Queue Clearance Time (g _c), s					5.7	14.4		6.4	8.3	18.2	1.5	15.8	15.8	5.0	12.0	12.1
Green Ratio (g/C)					0.20	0.15		0.20	0.15	0.15	0.64	0.59	0.59	0.65	0.60	0.60
Capacity (c), veh/h					243	267		206	286	242	503	1083	1020	482	1107	1068
Volume-to-Capacity Ratio (X)					0.350	0.737		0.465	0.431	0.878	0.097	0.365	0.366	0.333	0.294	0.295
Back of Queue (Q), ft/ln (95 th percentile)																
Back of Queue (Q), veh/ln (95 th percentile)					4.5	11.0		5.1	7.2	12.1	1.0	11.1	10.6	3.4	8.9	8.7
Queue Storage Ratio (RQ) (95 th percentile)					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh					47.5	57.2		47.6	53.9	58.1	10.1	15.1	15.1	10.9	13.8	13.8
Incremental Delay (d ₂), s/veh					0.3	1.5		0.6	0.4	4.0	0.0	1.0	1.0	0.1	0.7	0.7
Initial Queue Delay (d ₃), s/veh					0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh					47.8	58.7		48.2	54.3	62.1	10.2	16.1	16.1	11.0	14.5	14.5
Level of Service (LOS)					D	E		D	D	E	B	B	B	B	B	B
Approach Delay, s/veh / LOS					55.4		E	56.8		E	15.8		B	13.8		B
Intersection Delay, s/veh / LOS					27.5						C					
Multimodal Results					EB			WB			NB			SB		
Pedestrian LOS Score / LOS					2.31		B	2.31		B	2.09		B	1.90		B
Bicycle LOS Score / LOS					0.95		A	1.20		A	1.16		A	1.15		A

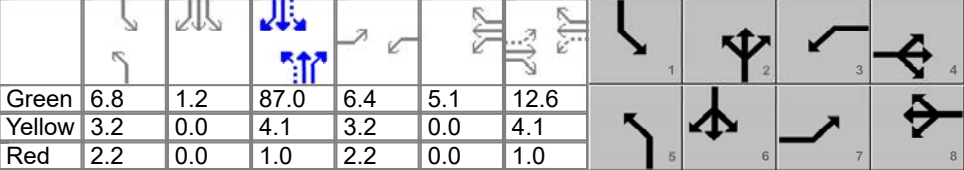
HCS Signalized Intersection Results Summary

General Information					Intersection Information											
Agency	SE&D				Duration, h	0.250										
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other									
Jurisdiction	Huber Heights, Ohio		Time Period	Weekday Evening Peak Hour		PHF	0.98									
Urban Street	Old Troy Pike		Analysis Year	2023 Existing Condition		Analysis Period	1 > 2:45									
Intersection	Chambersburg Road		File Name	2023 Existing.xus												
Project Description	Proposed Wawa w/ Fuel Sales															
Demand Information				EB			WB			NB			SB			
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R	
Demand (v), veh/h				101	149	23	103	146	212	42	739	112	181	654	86	
Signal Information																
Cycle, s	140.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	No	Simult. Gap E/W	On													
Force Mode	Fixed	Simult. Gap N/S	On													
				Green	6.5	1.7	80.7	8.6	0.1	21.4						
				Yellow	3.2	0.0	4.1	3.2	0.0	4.1						
				Red	2.2	0.0	1.0	2.2	0.0	1.0						
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT					
Assigned Phase				7	4	3	8	5	2	1	6					
Case Number				1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0					
Phase Duration, s				14.0	26.5	14.1	26.6	11.9	85.8	13.6	87.5					
Change Period, (Y+R _c), s				5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1					
Max Allow Headway (MAH), s				3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0					
Queue Clearance Time (g _s), s				8.7	14.5	8.8	20.6	3.3		7.9						
Green Extension Time (g _e), s				0.0	1.0	0.0	1.0	0.0	0.0	0.3	0.0					
Phase Call Probability				0.98	1.00	0.98	1.00	0.81		1.00						
Max Out Probability				1.00	0.00	1.00	0.00	0.00		0.00						
Movement Group Results				EB			WB			NB			SB			
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R	
Assigned Movement				7	4	14	3	8	18	5	2	12	1	6	16	
Adjusted Flow Rate (v), veh/h				103	176		105	149	216	43	444	424	185	385	370	
Adjusted Saturation Flow Rate (s), veh/h/ln				1795	1841		1795	1900	1598	1781	1885	1798	1795	1885	1808	
Queue Service Time (g _s), s				6.7	12.5		6.8	10.1	18.6	1.3	18.3	18.3	5.9	14.8	14.8	
Cycle Queue Clearance Time (g _c), s				6.7	12.5		6.8	10.1	18.6	1.3	18.3	18.3	5.9	14.8	14.8	
Green Ratio (g/C)				0.21	0.15		0.22	0.15	0.15	0.62	0.58	0.58	0.63	0.59	0.59	
Capacity (c), veh/h				246	281		241	292	246	466	1087	1037	443	1110	1064	
Volume-to-Capacity Ratio (X)				0.419	0.624		0.437	0.510	0.880	0.092	0.409	0.409	0.417	0.347	0.348	
Back of Queue (Q), ft/ln (95 th percentile)																
Back of Queue (Q), veh/ln (95 th percentile)				5.4	9.8		5.6	8.5	12.4	0.9	12.8	12.3	4.1	10.7	10.4	
Queue Storage Ratio (RQ) (95 th percentile)				0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Uniform Delay (d ₁), s/veh				46.4	55.5		46.4	54.4	58.0	11.1	16.4	16.4	12.1	14.9	14.9	
Incremental Delay (d ₂), s/veh				0.4	0.8		0.5	0.5	5.1	0.0	1.1	1.2	0.2	0.9	0.9	
Initial Queue Delay (d ₃), s/veh				0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Control Delay (d), s/veh				46.9	56.4		46.9	54.9	63.1	11.1	17.6	17.6	12.3	15.7	15.8	
Level of Service (LOS)				D	E		D	D	E	B	B	B	B	B	B	
Approach Delay, s/veh / LOS				52.9		D	56.9		E	17.3		B	15.1		B	
Intersection Delay, s/veh / LOS				27.5						C						
Multimodal Results				EB			WB			NB			SB			
Pedestrian LOS Score / LOS				2.31		B	2.31		B	2.09		B	1.90		B	
Bicycle LOS Score / LOS				0.95		A	1.26		A	1.24		A	1.26		A	

HCS Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	SE&D			Duration, h	0.250	
Analyst	NK	Analysis Date	Apr 6, 2023	Area Type	Other	
Jurisdiction	Huber Heights, Ohio	Time Period	Weekday Morning Peak Hour	PHF	0.78	
Urban Street	Old Troy Pike	Analysis Year	2025 No-Build Condition	Analysis Period	1 > 7:15	
Intersection	Chambersburg Road	File Name	2023 Existing.xus			
Project Description	Proposed Wawa w/ Fuel Sales					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	49	62	37	102	81	83	38	436	96	111	592	58

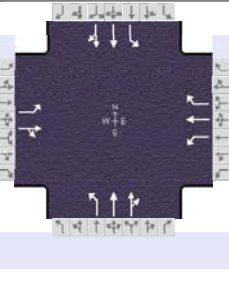
Signal Information																	
Cycle, s	140.0	Reference Phase	2	Green	6.8	1.2	87.0	6.4	5.1	12.6	Red	2.2	0.0	1.0	2.2	0.0	1.0
Offset, s	0	Reference Point	End	Yellow	3.2	0.0	4.1	3.2	0.0	4.1	Red	2.2	0.0	1.0	2.2	0.0	1.0
Uncoordinated	No	Simult. Gap E/W	On	Force Mode	Fixed	Simult. Gap N/S	On										

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0
Phase Duration, s	11.8	17.7	16.9	22.8	12.2	92.1	13.4	93.2
Change Period, (Y+R _c), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1
Max Allow Headway (MAH), s	3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0
Queue Clearance Time (g _s), s	6.4	11.9	11.5	11.2	3.3		5.9	
Green Extension Time (g _e), s	0.0	0.6	0.1	0.6	0.1	0.0	0.3	0.0
Phase Call Probability	0.91	1.00	0.99	1.00	0.85		1.00	
Max Out Probability	0.17	0.00	0.09	0.00	0.00		0.00	

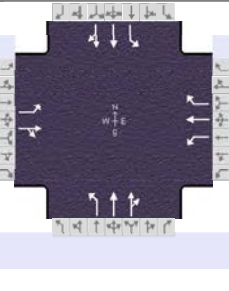
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	63	127		131	104	106	49	351	331	142	423	410
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1752		1711	1841	1522	1739	1856	1739	1781	1841	1783
Queue Service Time (g _s), s	4.4	9.9		9.5	7.3	9.2	1.3	12.4	12.5	3.9	15.5	15.5
Cycle Queue Clearance Time (g _c), s	4.4	9.9		9.5	7.3	9.2	1.3	12.4	12.5	3.9	15.5	15.5
Green Ratio (g/C)	0.14	0.09		0.18	0.13	0.13	0.67	0.62	0.62	0.68	0.63	0.63
Capacity (c), veh/h	212	157		214	232	192	460	1153	1080	557	1159	1122
Volume-to-Capacity Ratio (X)	0.296	0.806		0.610	0.447	0.554	0.106	0.305	0.306	0.256	0.365	0.365
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	3.6	8.1		7.4	6.2	6.4	0.9	9.0	8.6	2.6	10.7	10.4
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	54.3	62.5		51.0	56.6	57.5	8.9	12.4	12.4	8.6	12.5	12.5
Incremental Delay (d ₂), s/veh	0.3	3.7		1.0	0.5	0.9	0.0	0.7	0.7	0.1	0.9	0.9
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	54.5	66.2		52.1	57.2	58.4	8.9	13.1	13.1	8.7	13.4	13.4
Level of Service (LOS)	D	E		D	E	E	A	B	B	A	B	B
Approach Delay, s/veh / LOS	62.3	E		55.6	E		12.8	B		12.7	B	
Intersection Delay, s/veh / LOS	23.5						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.32	B	2.32	B	2.08	B	1.89	B
Bicycle LOS Score / LOS	0.80	A	1.05	A	1.09	A	1.29	A

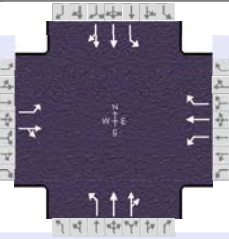
HCS Signalized Intersection Results Summary

General Information					Intersection Information										
Agency	SE&D				Duration, h	0.250									
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other								
Jurisdiction	Huber Heights, Ohio		Time Period	School Dismissal Peak Hour		PHF	0.94								
Urban Street	Old Troy Pike		Analysis Year	2025 No-Build Condition		Analysis Period	1 > 2:45								
Intersection	Chambersburg Road		File Name	2025 No Build.xus											
Project Description	Proposed Wawa w/ Fuel Sales														
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				82	157	33	92	119	205	47	619	123	155	555	63
Signal Information															
Cycle, s	140.0	Reference Phase	2												
Offset, s	0	Reference Point	End												
Uncoordinated	No	Simult. Gap E/W	On	Green	6.9	1.1	81.7	7.6	0.8	20.9					
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	3.2	0.0	4.1	3.2	0.0	4.1					
				Red	2.2	0.0	1.0	2.2	0.0	1.0					
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase				7	4	3	8	5	2	1	6				
Case Number				1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0				
Phase Duration, s				13.0	26.0	13.7	26.8	12.3	86.8	13.4	88.0				
Change Period, (Y+R _c), s				5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Allow Headway (MAH), s				3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0				
Queue Clearance Time (g _s), s				7.8	16.8	8.5	20.7	3.6		7.2					
Green Extension Time (g _e), s				0.0	1.0	0.0	1.0	0.1	0.0	0.3	0.0				
Phase Call Probability				0.97	1.00	0.98	1.00	0.86		1.00					
Max Out Probability				1.00	0.00	1.00	0.00	0.00		0.00					
Movement Group Results				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement				7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h				87	202		98	127	218	50	406	383	165	334	323
Adjusted Saturation Flow Rate (s), veh/h/ln				1767	1828		1767	1885	1598	1682	1841	1734	1767	1856	1789
Queue Service Time (g _s), s				5.8	14.8		6.5	8.5	18.7	1.6	16.5	16.5	5.2	12.5	12.6
Cycle Queue Clearance Time (g _c), s				5.8	14.8		6.5	8.5	18.7	1.6	16.5	16.5	5.2	12.5	12.6
Green Ratio (g/C)				0.20	0.15		0.21	0.16	0.16	0.63	0.58	0.58	0.64	0.59	0.59
Capacity (c), veh/h				247	273		208	292	248	491	1075	1013	469	1098	1059
Volume-to-Capacity Ratio (X)				0.353	0.739		0.471	0.433	0.880	0.102	0.378	0.379	0.351	0.304	0.305
Back of Queue (Q), ft/ln (95 th percentile)															
Back of Queue (Q), veh/ln (95 th percentile)				4.6	11.2		5.2	7.3	12.4	1.0	11.5	11.0	3.6	9.2	9.0
Queue Storage Ratio (RQ) (95 th percentile)				0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh				47.1	56.9		47.2	53.6	57.9	10.4	15.6	15.6	11.2	14.2	14.2
Incremental Delay (d ₂), s/veh				0.3	1.5		0.6	0.4	4.3	0.0	1.0	1.1	0.2	0.7	0.7
Initial Queue Delay (d ₃), s/veh				0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh				47.4	58.4		47.8	53.9	62.2	10.5	16.6	16.6	11.4	14.9	15.0
Level of Service (LOS)				D	E		D	D	E	B	B	B	B	B	B
Approach Delay, s/veh / LOS				55.1	E		56.6	E		16.2	B		14.2	B	
Intersection Delay, s/veh / LOS				27.7					C						
Multimodal Results				EB			WB			NB			SB		
Pedestrian LOS Score / LOS				2.31	B		2.31	B		2.09	B		1.90	B	
Bicycle LOS Score / LOS				0.97	A		1.22	A		1.18	A		1.17	A	

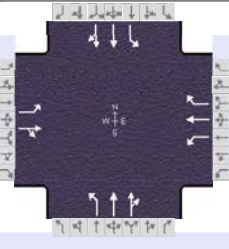
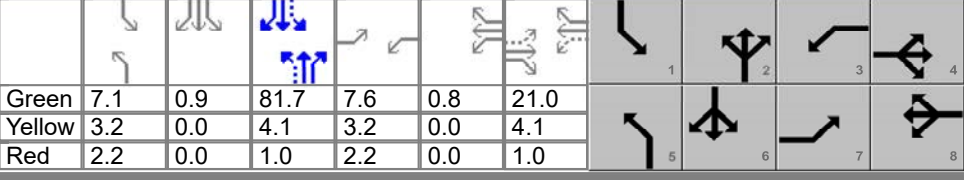
HCS Signalized Intersection Results Summary

General Information					Intersection Information																			
Agency	SE&D				Duration, h	0.250																		
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other																	
Jurisdiction	Huber Heights, Ohio		Time Period	Weekday Evening Peak Hour		PHF	0.98																	
Urban Street	Old Troy Pike		Analysis Year	2025 No-Build Condition		Analysis Period	1 > 2:45																	
Intersection	Chambersburg Road		File Name	2025 No Build.xus																				
Project Description	Proposed Wawa w/ Fuel Sales																							
Demand Information					EB			WB			NB			SB										
Approach Movement	L		T		R		L		T		R		L		T		R							
Demand (v), veh/h	104		153		24		106		150		218		43		758		115		186		671		88	
Signal Information																								
Cycle, s	140.0	Reference Phase	2																					
Offset, s	0	Reference Point	End																					
Uncoordinated	No	Simult. Gap E/W	On		Green	6.5	1.9	79.7	8.7	0.1	21.9													
Force Mode	Fixed	Simult. Gap N/S	On		Yellow	3.2	0.0	4.1	3.2	0.0	4.1													
					Red	2.2	0.0	1.0	2.2	0.0	1.0													
Timer Results					EBL		EBT		WBL		WBT		NBL		NBT		SBL		SBT					
Assigned Phase	7		4		3		8		5		2		1		6									
Case Number	1.1		4.0		1.1		3.0		1.1		4.0		1.1		4.0									
Phase Duration, s	14.1		27.0		14.3		27.2		11.9		84.8		13.9		86.7									
Change Period, (Y+R _c), s	5.4		5.1		5.4		5.1		5.4		5.1		5.4		5.1									
Max Allow Headway (MAH), s	3.1		3.2		3.1		3.2		3.1		0.0		3.1		0.0									
Queue Clearance Time (g _s), s	8.9		14.8		9.0		21.1		3.4				8.1											
Green Extension Time (g _e), s	0.0		1.1		0.0		1.0		0.0		0.0		0.3		0.0									
Phase Call Probability	0.98		1.00		0.99		1.00		0.82				1.00											
Max Out Probability	1.00		0.00		1.00		0.00		0.00				0.00											
Movement Group Results					EB			WB			NB			SB										
Approach Movement	L		T		R		L		T		R		L		T		R							
Assigned Movement	7		4		14		3		8		18		5		2		12		1		6		16	
Adjusted Flow Rate (v), veh/h	106		181				108		153		222		44		456		435		190		395		379	
Adjusted Saturation Flow Rate (s), veh/h/ln	1795		1840				1795		1900		1598		1781		1885		1798		1795		1885		1808	
Queue Service Time (g _s), s	6.9		12.8				7.0		10.3		19.1		1.4		19.2		19.2		6.1		15.5		15.5	
Cycle Queue Clearance Time (g _c), s	6.9		12.8				7.0		10.3		19.1		1.4		19.2		19.2		6.1		15.5		15.5	
Green Ratio (g/C)	0.22		0.16				0.22		0.16		0.16		0.62		0.57		0.57		0.63		0.58		0.58	
Capacity (c), veh/h	250		289				244		300		252		453		1073		1024		432		1099		1054	
Volume-to-Capacity Ratio (X)	0.424		0.626				0.443		0.511		0.883		0.097		0.425		0.425		0.440		0.359		0.360	
Back of Queue (Q), ft/ln (95 th percentile)																								
Back of Queue (Q), veh/ln (95 th percentile)	5.6		10.0				5.7		8.6		12.8		1.0		13.4		12.9		4.3		11.1		10.8	
Queue Storage Ratio (RQ) (95 th percentile)	0.00		0.00				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
Uniform Delay (d ₁), s/veh	45.9		55.2				45.9		54.0		57.7		11.5		17.1		17.1		12.6		15.4		15.4	
Incremental Delay (d ₂), s/veh	0.4		0.8				0.5		0.5		6.5		0.0		1.2		1.3		0.3		0.9		1.0	
Initial Queue Delay (d ₃), s/veh	0.0		0.0				0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0		0.0	
Control Delay (d), s/veh	46.4		56.0				46.4		54.5		64.2		11.5		18.4		18.4		12.9		16.3		16.4	
Level of Service (LOS)	D		E				D		D		E		B		B		B		B		B		B	
Approach Delay, s/veh / LOS	52.4		D				57.1		E				18.1		B				15.7		B			
Intersection Delay, s/veh / LOS							28.0												C					
Multimodal Results					EB			WB			NB			SB										
Pedestrian LOS Score / LOS	2.31		B				2.31		B				2.09		B				1.90		B			
Bicycle LOS Score / LOS	0.96		A				1.29		A				1.26		A				1.28		A			

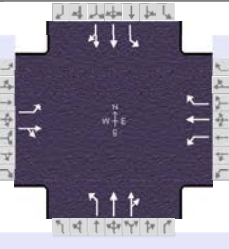
HCS Signalized Intersection Results Summary

General Information					Intersection Information															
Agency	SE&D				Duration, h	0.250														
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other													
Jurisdiction	Huber Heights, Ohio		Time Period	Weekday Morning Peak Hour		PHF	0.78													
Urban Street	Old Troy Pike		Analysis Year	2025 Build Condition		Analysis Period	1 > 7:15													
Intersection	Chambersburg Road		File Name	2023 Existing.xus																
Project Description	Proposed Wawa w/ Fuel Sales																			
Demand Information					EB			WB			NB			SB						
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R				
Demand (v), veh/h					49	70	52	102	89	83	44	459	96	111	606	58				
Signal Information																				
Cycle, s	140.0	Reference Phase	2																	
Offset, s	0	Reference Point	End																	
Uncoordinated	No	Simult. Gap E/W	On		Green	7.1	0.9	84.7	6.4	4.9	15.1									
Force Mode	Fixed	Simult. Gap N/S	On		Yellow	3.2	0.0	4.1	3.2	0.0	4.1									
					Red	2.2	0.0	1.0	2.2	0.0	1.0									
Timer Results					EBL		EBT		WBL		WBT		NBL		NBT		SBL		SBT	
Assigned Phase					7	4		3		8		5		2		1		6		
Case Number					1.1	4.0		1.1		3.0		1.1		4.0		1.1		4.0		
Phase Duration, s					11.8	20.2		16.7		25.1		12.5		89.8		13.4		90.6		
Change Period, (Y+R _c), s					5.4	5.1		5.4		5.1		5.4		5.1		5.4		5.1		
Max Allow Headway (MAH), s					3.1	3.2		3.1		3.2		3.1		0.0		3.1		0.0		
Queue Clearance Time (g _s), s					6.3	14.4		11.3		11.0		3.6				6.1				
Green Extension Time (g _e), s					0.0	0.7		0.1		0.7		0.1		0.0		0.3		0.0		
Phase Call Probability					0.91	1.00		0.99		1.00		0.89				1.00				
Max Out Probability					0.15	0.00		0.07		0.00		0.00				0.00				
Movement Group Results					EB			WB			NB			SB						
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R				
Assigned Movement					7	4	14	3	8	18	5	2	12	1	6	16				
Adjusted Flow Rate (v), veh/h					63	156		131	114	106	56	366	345	142	432	419				
Adjusted Saturation Flow Rate (s), veh/h/ln					1810	1737		1711	1841	1522	1739	1856	1744	1781	1841	1784				
Queue Service Time (g _s), s					4.3	12.4		9.3	7.9	9.0	1.6	13.6	13.7	4.1	16.7	16.7				
Cycle Queue Clearance Time (g _c), s					4.3	12.4		9.3	7.9	9.0	1.6	13.6	13.7	4.1	16.7	16.7				
Green Ratio (g/C)					0.15	0.11		0.20	0.14	0.14	0.66	0.60	0.60	0.66	0.61	0.61				
Capacity (c), veh/h					227	187		212	263	217	441	1122	1054	527	1124	1090				
Volume-to-Capacity Ratio (X)					0.276	0.836		0.616	0.434	0.490	0.128	0.326	0.328	0.270	0.384	0.385				
Back of Queue (Q), ft/ln (95 th percentile)																				
Back of Queue (Q), veh/ln (95 th percentile)					3.5	9.5		7.3	6.7	6.3	1.1	9.8	9.4	2.8	11.5	11.2				
Queue Storage Ratio (RQ) (95 th percentile)					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Uniform Delay (d ₁), s/veh					52.1	61.3		49.4	54.8	55.3	9.8	13.6	13.6	9.5	13.9	13.9				
Incremental Delay (d ₂), s/veh					0.2	3.8		1.1	0.4	0.6	0.0	0.8	0.8	0.1	1.0	1.0				
Initial Queue Delay (d ₃), s/veh					0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Control Delay (d), s/veh					52.3	65.0		50.5	55.3	56.0	9.9	14.4	14.5	9.6	14.8	14.9				
Level of Service (LOS)					D	E		D	E	E	A	B	B	A	B	B				
Approach Delay, s/veh / LOS					61.4	E		53.7	D		14.1	B		14.1	B					
Intersection Delay, s/veh / LOS					24.5						C									
Multimodal Results					EB			WB			NB			SB						
Pedestrian LOS Score / LOS					2.32	B		2.32	B		2.08	B		1.89	B					
Bicycle LOS Score / LOS					0.85	A		1.07	A		1.12	A		1.31	A					

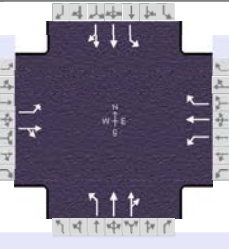
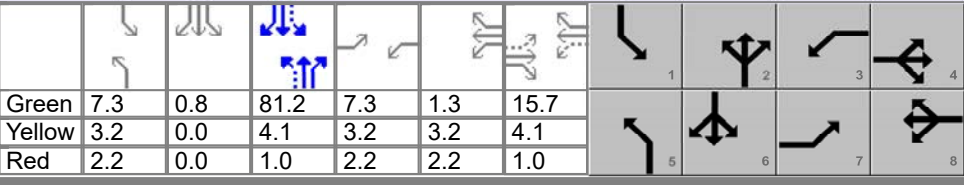
HCS Signalized Intersection Results Summary

General Information					Intersection Information											
Agency	SE&D				Duration, h	0.250										
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other									
Jurisdiction	Huber Heights, Ohio		Time Period	School Dismissal Peak Hour		PHF	0.94									
Urban Street	Old Troy Pike		Analysis Year	2025 Build Condition		Analysis Period	1 > 2:45									
Intersection	Chambersburg Road		File Name	2025 Build.xus												
Project Description	Proposed Wawa w/ Fuel Sales															
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					82	165	46	92	127	205	52	641	123	155	568	63
Signal Information																
Cycle, s	140.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	No	Simult. Gap E/W	On													
Force Mode	Fixed	Simult. Gap N/S	On													
Green					7.1	0.9	81.7	7.6	0.8	21.0						
Yellow					3.2	0.0	4.1	3.2	0.0	4.1						
Red					2.2	0.0	1.0	2.2	0.0	1.0						
Timer Results					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase					7	4	3	8	5	2	1	6				
Case Number					1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0				
Phase Duration, s					13.0	26.1	13.7	26.9	12.5	86.8	13.4	87.7				
Change Period, (Y+R _c), s					5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Allow Headway (MAH), s					3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0				
Queue Clearance Time (g _s), s					7.8	18.8	8.5	20.7	3.7		7.2					
Green Extension Time (g _e), s					0.0	1.1	0.0	1.1	0.1	0.0	0.3	0.0				
Phase Call Probability					0.97	1.00	0.98	1.00	0.88		1.00					
Max Out Probability					1.00	0.00	1.00	0.00	0.00		0.00					
Movement Group Results					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement					7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h					87	224		98	135	218	55	418	395	165	341	330
Adjusted Saturation Flow Rate (s), veh/h/ln					1767	1814		1767	1885	1598	1682	1841	1737	1767	1856	1790
Queue Service Time (g _s), s					5.8	16.8		6.5	9.1	18.7	1.7	17.1	17.2	5.2	12.9	13.0
Cycle Queue Clearance Time (g _c), s					5.8	16.8		6.5	9.1	18.7	1.7	17.1	17.2	5.2	12.9	13.0
Green Ratio (g/C)					0.20	0.15		0.21	0.16	0.16	0.63	0.58	0.58	0.64	0.59	0.59
Capacity (c), veh/h					241	272		191	293	248	486	1074	1014	459	1095	1056
Volume-to-Capacity Ratio (X)					0.361	0.825		0.513	0.461	0.878	0.114	0.389	0.390	0.359	0.312	0.313
Back of Queue (Q), ft/ln (95 th percentile)																
Back of Queue (Q), veh/ln (95 th percentile)					4.6	12.5		5.2	7.8	12.4	1.2	11.9	11.4	3.6	9.5	9.2
Queue Storage Ratio (RQ) (95 th percentile)					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh					47.1	57.7		47.4	53.8	57.8	10.5	15.7	15.7	11.4	14.4	14.4
Incremental Delay (d ₂), s/veh					0.3	2.4		0.8	0.4	4.2	0.0	1.1	1.1	0.2	0.7	0.8
Initial Queue Delay (d ₃), s/veh					0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh					47.4	60.1		48.2	54.2	62.0	10.5	16.8	16.8	11.6	15.2	15.2
Level of Service (LOS)					D	E		D	D	E	B	B	B	B	B	B
Approach Delay, s/veh / LOS					56.6		E	56.7		E	16.4		B	14.5		B
Intersection Delay, s/veh / LOS					28.2						C					
Multimodal Results					EB			WB			NB			SB		
Pedestrian LOS Score / LOS					2.31		B	2.31		B	2.09		B	1.90		B
Bicycle LOS Score / LOS					1.00		A	1.23		A	1.20		A	1.18		A

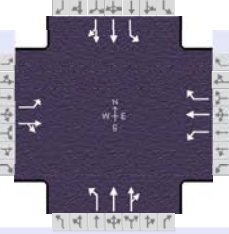
HCS Signalized Intersection Results Summary

General Information						Intersection Information									
Agency	SE&D					Duration, h	0.250								
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other								
Jurisdiction	Huber Heights, Ohio		Time Period	Weekday Evening Peak Hour		PHF	0.98								
Urban Street	Old Troy Pike		Analysis Year	2025 Build Condition		Analysis Period	1 > 2:45								
Intersection	Chambersburg Road		File Name	2025 Build.xus											
Project Description	Proposed Wawa w/ Fuel Sales														
Demand Information				EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	104	161	37	106	158	218	48	780	115	186	684	88			
Signal Information															
Cycle, s	140.0	Reference Phase	2												
Offset, s	0	Reference Point	End												
Uncoordinated	No	Simult. Gap E/W	On	Green	6.8	1.7	79.7	8.7	0.1	22.0					
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	3.2	0.0	4.1	3.2	0.0	4.1					
				Red	2.2	0.0	1.0	2.2	0.0	1.0					
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase				7	4	3	8	5	2	1	6				
Case Number				1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0				
Phase Duration, s				14.1	27.1	14.3	27.2	12.2	84.8	13.9	86.4				
Change Period, (Y+R _c), s				5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Allow Headway (MAH), s				3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0				
Queue Clearance Time (g _s), s				8.9	16.7	9.0	21.1	3.5		8.1					
Green Extension Time (g _e), s				0.0	1.1	0.0	1.1	0.1	0.0	0.3	0.0				
Phase Call Probability				0.98	1.00	0.99	1.00	0.85		1.00					
Max Out Probability				1.00	0.00	1.00	0.00	0.00		0.00					
Movement Group Results				EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16			
Adjusted Flow Rate (v), veh/h	106	202		108	161	222	49	467	446	190	402	386			
Adjusted Saturation Flow Rate (s), veh/h/ln	1795	1824		1795	1900	1598	1781	1885	1800	1795	1885	1809			
Queue Service Time (g _s), s	6.9	14.7		7.0	10.9	19.1	1.5	19.9	19.9	6.1	15.9	15.9			
Cycle Queue Clearance Time (g _c), s	6.9	14.7		7.0	10.9	19.1	1.5	19.9	19.9	6.1	15.9	15.9			
Green Ratio (g/C)	0.22	0.16		0.22	0.16	0.16	0.62	0.57	0.57	0.63	0.58	0.58			
Capacity (c), veh/h	245	287		227	300	253	449	1073	1024	423	1095	1051			
Volume-to-Capacity Ratio (X)	0.433	0.705		0.476	0.537	0.880	0.109	0.436	0.436	0.449	0.367	0.367			
Back of Queue (Q), ft/ln (95 th percentile)															
Back of Queue (Q), veh/ln (95 th percentile)	5.6	11.1		5.7	9.0	12.8	1.1	13.8	13.3	4.4	11.4	11.0			
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			
Uniform Delay (d ₁), s/veh	45.9	55.9		46.1	54.2	57.6	11.5	17.3	17.3	12.8	15.6	15.6			
Incremental Delay (d ₂), s/veh	0.5	1.2		0.6	0.6	6.4	0.0	1.3	1.3	0.3	0.9	1.0			
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
Control Delay (d), s/veh	46.4	57.1		46.7	54.8	64.0	11.6	18.6	18.6	13.1	16.6	16.6			
Level of Service (LOS)	D	E		D	D	E	B	B	B	B	B	B			
Approach Delay, s/veh / LOS	53.4		D	57.2		E	18.3		B	15.9		B			
Intersection Delay, s/veh / LOS	28.4						C								
Multimodal Results				EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.31		B	2.31		B	2.09		B	1.90		B			
Bicycle LOS Score / LOS	1.00		A	1.30		A	1.28		A	1.29		A			

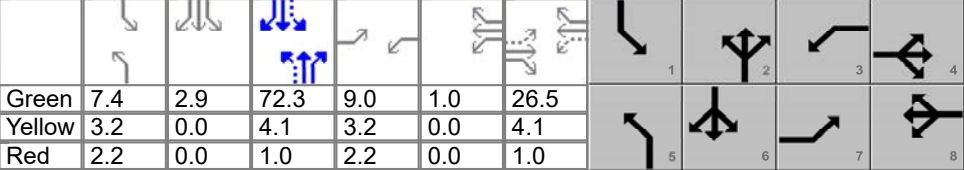
HCS Signalized Intersection Results Summary

General Information					Intersection Information											
Agency	SE&D				Duration, h	0.250										
Analyst	NK		Analysis Date	Apr 6, 2023		Area Type	Other									
Jurisdiction	Huber Heights, Ohio		Time Period	Weekday Morning Peak Hour		PHF	0.78									
Urban Street	Old Troy Pike		Analysis Year	2045 No-Build Condition		Analysis Period	1 > 7:15									
Intersection	Chambersburg Road		File Name	2045 No-Build.xus												
Project Description					Proposed Wawa w/ Fuel Sales											
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					64	80	48	132	105	108	49	565	125	143	767	76
Signal Information																
Cycle, s	140.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	No	Simult. Gap E/W	On													
Force Mode	Fixed	Simult. Gap N/S	On													
Green					7.3	0.8	81.2	7.3	1.3	15.7						
Yellow					3.2	0.0	4.1	3.2	3.2	4.1						
Red					2.2	0.0	1.0	2.2	2.2	1.0						
Timer Results					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase					7	4	3	8	5	2	1	6				
Case Number					1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0				
Phase Duration, s					12.7	20.8	19.4	27.4	12.7	86.3	13.5	87.2				
Change Period, (Y+R _c), s					5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1				
Max Allow Headway (MAH), s					3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0				
Queue Clearance Time (g _s), s					7.6	14.8	13.9	13.8	3.9		7.8					
Green Extension Time (g _e), s					0.0	0.8	0.1	0.8	0.1	0.0	0.3	0.0				
Phase Call Probability					0.96	1.00	1.00	1.00	0.91		1.00					
Max Out Probability					1.00	0.00	1.00	0.00	0.00		0.00					
Movement Group Results					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement					7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h					82	164		169	135	138	63	457	428	183	549	532
Adjusted Saturation Flow Rate (s), veh/h/ln					1810	1752		1711	1841	1522	1739	1856	1738	1781	1841	1782
Queue Service Time (g _s), s					5.6	12.8		11.9	9.3	11.8	1.9	19.2	19.2	5.8	24.6	24.6
Cycle Queue Clearance Time (g _c), s					5.6	12.8		11.9	9.3	11.8	1.9	19.2	19.2	5.8	24.6	24.6
Green Ratio (g/C)					0.16	0.11		0.23	0.16	0.16	0.63	0.58	0.58	0.64	0.59	0.59
Capacity (c), veh/h					246	196		246	294	243	344	1077	1009	433	1079	1045
Volume-to-Capacity Ratio (X)					0.333	0.837		0.689	0.458	0.570	0.183	0.424	0.424	0.423	0.509	0.509
Back of Queue (Q), ft/ln (95 th percentile)																
Back of Queue (Q), veh/ln (95 th percentile)					4.6	9.9		9.2	7.7	8.1	1.3	13.1	12.5	4.1	16.0	15.6
Queue Storage Ratio (RQ) (95 th percentile)					0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh					51.3	60.9		47.5	53.3	54.4	12.5	16.4	16.4	12.1	17.1	17.1
Incremental Delay (d ₂), s/veh					0.3	3.6		4.4	0.4	0.8	0.1	1.2	1.3	0.2	1.7	1.8
Initial Queue Delay (d ₃), s/veh					0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh					51.6	64.5		51.9	53.8	55.2	12.6	17.6	17.7	12.3	18.8	18.9
Level of Service (LOS)					D	E		D	D	E	B	B	B	B	B	B
Approach Delay, s/veh / LOS					60.2		E	53.5		D	17.3		B	17.9		B
Intersection Delay, s/veh / LOS					26.7						C					
Multimodal Results					EB			WB			NB			SB		
Pedestrian LOS Score / LOS					2.32		B	2.31		B	2.09		B	1.90		B
Bicycle LOS Score / LOS					0.89		A	1.22		A	1.27		A	1.53		B

HCS Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	SE&D			Duration, h	0.250	
Analyst	NK	Analysis Date	Apr 6, 2023	Area Type	Other	
Jurisdiction	Huber Heights, Ohio	Time Period	School Dismissal Peak Hour	PHF	0.94	
Urban Street	Old Troy Pike	Analysis Year	2045 No-Build Condition	Analysis Period	1 > 2:45	
Intersection	Chambersburg Road	File Name	2025 Build.xus			
Project Description	Proposed Wawa w/ Fuel Sales					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	106	203	43	120	154	266	61	801	159	201	719	81

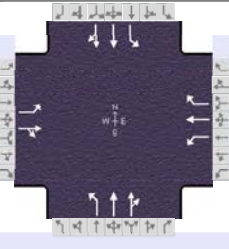
Signal Information																		
Cycle, s	140.0	Reference Phase	2	Green	7.4	2.9	72.3	9.0	1.0	26.5	Yellow	3.2	0.0	4.1	3.2	0.0	4.1	
Offset, s	0	Reference Point	End	Red	2.2	0.0	1.0	2.2	0.0	1.0	Uncoordinated	No	Simult. Gap E/W	On	Force Mode	Fixed	Simult. Gap N/S	On

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0
Phase Duration, s	14.4	31.6	15.4	32.5	12.8	77.4	15.7	80.3
Change Period, (Y+R _c), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1
Max Allow Headway (MAH), s	3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0
Queue Clearance Time (g _s), s	9.1	21.0	10.1	26.2	4.4		9.9	
Green Extension Time (g _e), s	0.0	1.3	0.0	1.2	0.1	0.0	0.4	0.0
Phase Call Probability	0.99	1.00	0.99	1.00	0.92		1.00	
Max Out Probability	1.00	0.01	1.00	0.04	0.00		0.00	

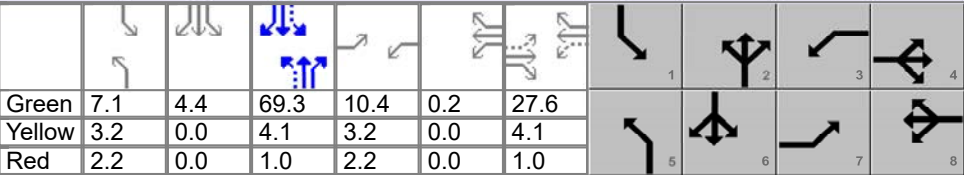
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	113	262		128	164	283	65	526	495	214	433	418
Adjusted Saturation Flow Rate (s), veh/h/ln	1767	1828		1767	1885	1598	1682	1841	1734	1767	1856	1789
Queue Service Time (g _s), s	7.1	19.0		8.1	10.7	24.2	2.4	27.1	27.1	7.9	19.7	19.8
Cycle Queue Clearance Time (g _c), s	7.1	19.0		8.1	10.7	24.2	2.4	27.1	27.1	7.9	19.7	19.8
Green Ratio (g/C)	0.25	0.19		0.26	0.20	0.20	0.57	0.52	0.52	0.59	0.54	0.54
Capacity (c), veh/h	293	345		237	369	313	373	950	895	358	996	961
Volume-to-Capacity Ratio (X)	0.385	0.758		0.539	0.444	0.904	0.174	0.553	0.553	0.598	0.435	0.435
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	5.7	13.9		6.5	8.8	16.6	1.7	17.9	17.1	5.7	13.7	13.3
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	42.2	53.7		42.7	49.6	55.0	15.0	22.9	22.9	17.7	19.6	19.6
Incremental Delay (d ₂), s/veh	0.3	3.2		1.1	0.3	16.2	0.1	2.3	2.5	0.6	1.4	1.4
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	42.5	56.9		43.8	49.9	71.2	15.0	25.3	25.4	18.3	21.0	21.0
Level of Service (LOS)	D	E		D	D	E	B	C	C	B	C	C
Approach Delay, s/veh / LOS	52.6		D	59.0		E	24.7		C	20.4		C
Intersection Delay, s/veh / LOS	33.0						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.31	B	2.31	B	2.10	B	1.91	B
Bicycle LOS Score / LOS	1.11	A	1.44	A	1.38	A	1.37	A

HCS Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	SE&D			Duration, h	0.250	
Analyst	NK	Analysis Date	Apr 6, 2023	Area Type	Other	
Jurisdiction	Huber Heights, Ohio	Time Period	Weekday Evening Peak Hour	PHF	0.98	
Urban Street	Old Troy Pike	Analysis Year	2045 No-Build Condition	Analysis Period	1 > 2:45	
Intersection	Chambersburg Road	File Name	245 No Build.xus			
Project Description	Proposed Wawa w/ Fuel Sales					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	134	198	31	137	194	282	56	982	149	240	869	114

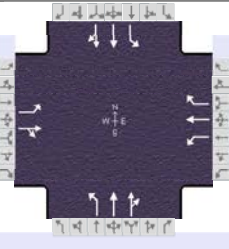
Signal Information																		
Cycle, s	140.0	Reference Phase	2	Green	7.1	4.4	69.3	10.4	0.2	27.6	Yellow	3.2	0.0	4.1	3.2	0.0	4.1	
Offset, s	0	Reference Point	End	Red	2.2	0.0	1.0	2.2	0.0	1.0	Uncoordinated	No	Simult. Gap E/W	On	Force Mode	Fixed	Simult. Gap N/S	On

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0
Phase Duration, s	15.8	32.7	16.0	32.9	12.5	74.4	17.0	78.8
Change Period, (Y+R _c), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1
Max Allow Headway (MAH), s	3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0
Queue Clearance Time (g _s), s	10.4	18.3	10.6	26.7	4.1		11.2	
Green Extension Time (g _e), s	0.0	1.4	0.0	1.1	0.1	0.0	0.4	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	0.89		1.00	
Max Out Probability	1.00	0.00	1.00	0.09	0.00		0.00	

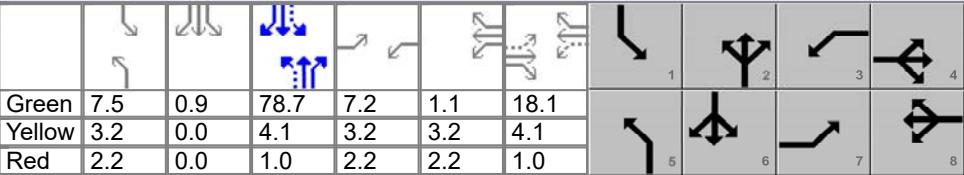
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	137	234		140	198	288	57	590	564	245	512	491
Adjusted Saturation Flow Rate (s), veh/h/ln	1795	1840		1795	1900	1598	1781	1885	1798	1795	1885	1808
Queue Service Time (g _s), s	8.4	16.3		8.6	13.1	24.7	2.1	32.2	32.3	9.2	24.7	24.7
Cycle Queue Clearance Time (g _c), s	8.4	16.3		8.6	13.1	24.7	2.1	32.2	32.3	9.2	24.7	24.7
Green Ratio (g/C)	0.27	0.20		0.27	0.20	0.20	0.55	0.49	0.49	0.59	0.53	0.53
Capacity (c), veh/h	293	363		280	377	317	331	933	890	329	993	952
Volume-to-Capacity Ratio (X)	0.467	0.644		0.500	0.525	0.908	0.173	0.633	0.634	0.743	0.516	0.516
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	6.8	12.1		6.9	10.3	17.0	1.6	21.4	20.7	6.8	16.8	16.2
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	41.1	51.7		41.3	50.2	54.9	16.9	26.0	26.0	21.9	21.5	21.5
Incremental Delay (d ₂), s/veh	0.4	0.9		0.5	0.4	18.6	0.1	3.3	3.4	1.3	1.9	2.0
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	41.6	52.6		41.8	50.6	73.4	17.0	29.3	29.5	23.1	23.5	23.5
Level of Service (LOS)	D	D		D	D	E	B	C	C	C	C	C
Approach Delay, s/veh / LOS	48.5		D	59.1		E	28.8		C	23.4		C
Intersection Delay, s/veh / LOS	34.5						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.31	B	2.31	B	2.10	B	1.91	B
Bicycle LOS Score / LOS	1.10	A	1.52	B	1.49	A	1.52	B

HCS Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	SE&D			Duration, h	0.250	
Analyst	NK	Analysis Date	Apr 6, 2023	Area Type	Other	
Jurisdiction	Huber Heights, Ohio	Time Period	Weekday Morning Peak Hour	PHF	0.78	
Urban Street	Old Troy Pike	Analysis Year	2045 Build Condition	Analysis Period	1 > 7:15	
Intersection	Chambersburg Road	File Name	2045 Build.xus			
Project Description	Proposed Wawa w/ Fuel Sales					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	64	88	63	132	113	108	55	588	125	143	781	76

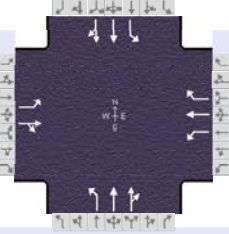
Signal Information																								
Cycle, s	140.0	Reference Phase	2	Green	7.5	0.9	78.7	7.2	1.1	18.1	Yellow	3.2	0.0	4.1	3.2	3.2	4.1	Red	2.2	0.0	1.0	2.2	2.2	1.0
Offset, s	0	Reference Point	End	Uncoordinated	No	Simult. Gap E/W	On	Force Mode	Fixed	Simult. Gap N/S	On													

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0
Phase Duration, s	12.6	23.2	19.1	29.8	12.9	83.8	13.8	84.8
Change Period, ($Y+R_c$), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1
Max Allow Headway (MAH), s	3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0
Queue Clearance Time (g_s), s	7.4	17.3	13.7	13.5	4.3		8.1	
Green Extension Time (g_e), s	0.0	0.9	0.1	0.9	0.1	0.0	0.3	0.0
Phase Call Probability	0.96	1.00	1.00	1.00	0.94		1.00	
Max Out Probability	0.96	0.00	1.00	0.00	0.00		0.00	

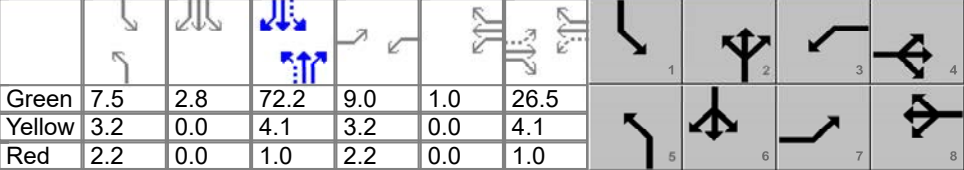
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	82	194		169	145	138	71	471	443	183	558	541
Adjusted Saturation Flow Rate (s), veh/h/ln	1810	1740		1711	1841	1522	1739	1856	1742	1781	1841	1783
Queue Service Time (g_s), s	5.4	15.3		11.7	9.9	11.5	2.3	20.9	20.9	6.1	26.2	26.3
Cycle Queue Clearance Time (g_c), s	5.4	15.3		11.7	9.9	11.5	2.3	20.9	20.9	6.1	26.2	26.3
Green Ratio (g/C)	0.18	0.13		0.24	0.18	0.18	0.62	0.56	0.56	0.62	0.57	0.57
Capacity (c), veh/h	260	226		243	325	268	328	1044	980	411	1047	1014
Volume-to-Capacity Ratio (X)	0.316	0.858		0.698	0.446	0.516	0.215	0.452	0.452	0.446	0.533	0.533
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	4.5	11.2		9.0	8.1	7.9	1.6	14.2	13.5	4.3	17.1	16.7
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	49.3	59.7		45.9	51.5	52.2	13.9	18.0	18.0	13.4	18.7	18.7
Incremental Delay (d_2), s/veh	0.3	3.7		4.6	0.4	0.6	0.1	1.4	1.5	0.3	1.9	2.0
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	49.6	63.3		50.5	51.9	52.8	14.0	19.4	19.5	13.6	20.6	20.7
Level of Service (LOS)	D	E		D	D	D	B	B	B	B	C	C
Approach Delay, s/veh / LOS	59.2		E	51.7		D	19.0		B	19.6		B
Intersection Delay, s/veh / LOS	27.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.32	B	2.31	B	2.09	B	1.90	B
Bicycle LOS Score / LOS	0.94	A	1.23	A	1.30	A	1.55	B

HCS Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	SE&D			Duration, h	0.250	
Analyst	NK	Analysis Date	Apr 6, 2023	Area Type	Other	
Jurisdiction	Huber Heights, Ohio	Time Period	School Dismissal Peak Hour	PHF	0.94	
Urban Street	Old Troy Pike	Analysis Year	2045 Build Condition	Analysis Period	1 > 2:45	
Intersection	Chambersburg Road	File Name	2045 Build.xus			
Project Description	Proposed Wawa w/ Fuel Sales					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	106	211	56	120	162	266	66	823	159	201	732	81

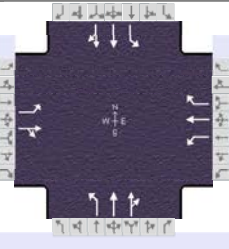
Signal Information																		
Cycle, s	140.0	Reference Phase	2	Green	7.5	2.8	72.2	9.0	1.0	26.5	Red	2.2	0.0	1.0	2.2	0.0	1.0	
Offset, s	0	Reference Point	End	Yellow	3.2	0.0	4.1	3.2	0.0	4.1	Uncoordinated	No	Simult. Gap E/W	On	Force Mode	Fixed	Simult. Gap N/S	On

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0
Phase Duration, s	14.4	31.6	15.4	32.6	12.9	77.3	15.7	80.1
Change Period, ($Y+R_c$), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1
Max Allow Headway (MAH), s	3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0
Queue Clearance Time (g_s), s	9.1	23.0	10.1	26.2	4.6		9.9	
Green Extension Time (g_e), s	0.0	1.3	0.0	1.3	0.1	0.0	0.4	0.0
Phase Call Probability	0.99	1.00	0.99	1.00	0.93		1.00	
Max Out Probability	1.00	0.02	1.00	0.05	0.00		0.00	

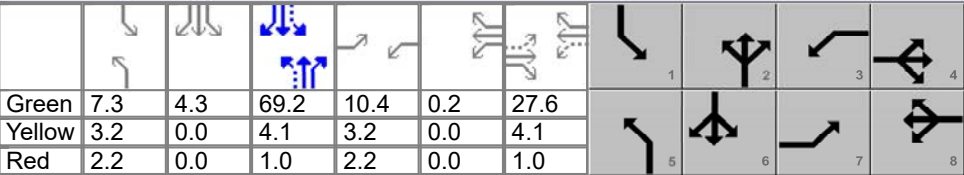
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	113	284		128	172	283	70	537	507	214	440	425
Adjusted Saturation Flow Rate (s), veh/h/ln	1767	1817		1767	1885	1598	1682	1841	1736	1767	1856	1790
Queue Service Time (g_s), s	7.1	21.0		8.1	11.3	24.2	2.6	28.0	28.0	7.9	20.2	20.2
Cycle Queue Clearance Time (g_c), s	7.1	21.0		8.1	11.3	24.2	2.6	28.0	28.0	7.9	20.2	20.2
Green Ratio (g/C)	0.25	0.19		0.26	0.20	0.20	0.57	0.52	0.52	0.59	0.54	0.54
Capacity (c), veh/h	287	344		220	370	314	369	950	896	350	994	959
Volume-to-Capacity Ratio (X)	0.393	0.826		0.580	0.466	0.902	0.190	0.566	0.566	0.610	0.443	0.443
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	5.7	15.4		6.6	9.2	16.5	1.8	18.4	17.6	5.7	13.9	13.6
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	42.2	54.5		43.0	49.8	55.0	15.1	23.2	23.2	18.1	19.8	19.8
Incremental Delay (d_2), s/veh	0.3	6.7		2.1	0.3	16.0	0.1	2.4	2.6	0.6	1.4	1.5
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	42.6	61.3		45.2	50.1	71.0	15.2	25.6	25.8	18.7	21.2	21.3
Level of Service (LOS)	D	E		D	D	E	B	C	C	B	C	C
Approach Delay, s/veh / LOS	55.9	E		59.1	E		25.0	C		20.7	C	
Intersection Delay, s/veh / LOS	33.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.31	B	2.31	B	2.10	B	1.91	B
Bicycle LOS Score / LOS	1.14	A	1.45	A	1.41	A	1.38	A

HCS Signalized Intersection Results Summary

General Information				Intersection Information		
Agency	SE&D			Duration, h	0.250	
Analyst	NK	Analysis Date	Apr 6, 2023	Area Type	Other	
Jurisdiction	Huber Heights, Ohio	Time Period	Weekday Evening Peak Hour	PHF	0.98	
Urban Street	Old Troy Pike	Analysis Year	2045 Build Condition	Analysis Period	1 > 2:45	
Intersection	Chambersburg Road	File Name	2045 Build.xus			
Project Description	Proposed Wawa w/ Fuel Sales					

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	134	206	44	137	202	282	61	1004	149	240	882	114

Signal Information																		
Cycle, s	140.0	Reference Phase	2	Green	7.3	4.3	69.2	10.4	0.2	27.6	Yellow	3.2	0.0	4.1	3.2	0.0	4.1	
Offset, s	0	Reference Point	End	Red	2.2	0.0	1.0	2.2	0.0	1.0	Uncoordinated	No	Simult. Gap E/W	On	Force Mode	Fixed	Simult. Gap N/S	On

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	3.0	1.1	4.0	1.1	4.0
Phase Duration, s	15.8	32.7	16.0	32.9	12.7	74.3	17.0	78.6
Change Period, (Y+R _c), s	5.4	5.1	5.4	5.1	5.4	5.1	5.4	5.1
Max Allow Headway (MAH), s	3.1	3.2	3.1	3.2	3.1	0.0	3.1	0.0
Queue Clearance Time (g _s), s	10.4	20.2	10.6	26.6	4.3		11.2	
Green Extension Time (g _e), s	0.0	1.4	0.0	1.2	0.1	0.0	0.4	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	0.91		1.00	
Max Out Probability	1.00	0.01	1.00	0.10	0.00		0.00	

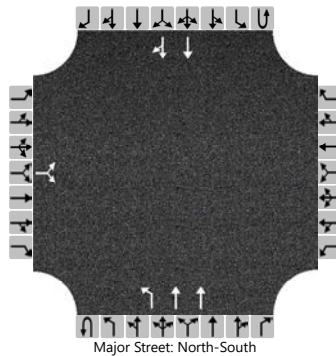
Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	137	255		140	206	288	62	601	575	245	519	498
Adjusted Saturation Flow Rate (s), veh/h/ln	1795	1827		1795	1900	1598	1781	1885	1800	1795	1885	1809
Queue Service Time (g _s), s	8.4	18.2		8.6	13.7	24.6	2.3	33.2	33.3	9.2	25.2	25.2
Cycle Queue Clearance Time (g _c), s	8.4	18.2		8.6	13.7	24.6	2.3	33.2	33.3	9.2	25.2	25.2
Green Ratio (g/C)	0.27	0.20		0.27	0.20	0.20	0.55	0.49	0.49	0.58	0.53	0.53
Capacity (c), veh/h	287	361		263	378	318	328	932	890	324	990	950
Volume-to-Capacity Ratio (X)	0.476	0.707		0.532	0.546	0.906	0.190	0.645	0.647	0.757	0.524	0.524
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	6.8	13.4		7.0	10.7	17.0	1.7	22.0	21.2	6.9	17.1	16.5
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	41.2	52.4		41.5	50.4	54.8	17.0	26.3	26.3	22.6	21.8	21.8
Incremental Delay (d ₂), s/veh	0.5	2.2		1.1	0.5	18.4	0.1	3.4	3.6	1.4	2.0	2.1
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	41.6	54.7		42.6	50.9	73.2	17.1	29.7	29.9	23.9	23.8	23.8
Level of Service (LOS)	D	D		D	D	E	B	C	C	C	C	C
Approach Delay, s/veh / LOS	50.1		D	59.2		E	29.2		C	23.8		C
Intersection Delay, s/veh / LOS	35.0						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.31	B	2.31	B	2.10	B	1.91	B
Bicycle LOS Score / LOS	1.13	A	1.53	B	1.51	B	1.53	B

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Old Troy Pike & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Site Driveway		
Analysis Year	2025			North/South Street	Old Troy Pike		
Time Analyzed	Weekday Morning Peak Hour			Peak Hour Factor	0.78		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	2	0	0	0	2	0
Configuration			LR							L	T				T	TR
Volume (veh/h)		41		150					0	44	547				625	155
Percent Heavy Vehicles (%)		0		0					0	0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5		6.9						4.1						
Critical Headway (sec)		6.80		6.90						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

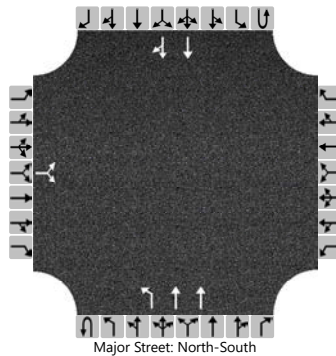
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			245							56						
Capacity, c (veh/h)			426							700						
v/c Ratio			0.57							0.08						
95% Queue Length, Q ₉₅ (veh)			3.5							0.3						
Control Delay (s/veh)			24.2							10.6						
Level of Service (LOS)			C							B						
Approach Delay (s/veh)	24.2								0.8							
Approach LOS	C								A							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Old Troy Pike & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Site Driveway		
Analysis Year	2025			North/South Street	Old Troy Pike		
Time Analyzed	School Dismissal Peak Hr			Peak Hour Factor	0.94		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	2	0	0	0	2	0
Configuration			LR							L	T				T	TR
Volume (veh/h)		52		115					0	57	871				671	120
Percent Heavy Vehicles (%)		0		0					0	0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5		6.9						4.1						
Critical Headway (sec)		6.80		6.90						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

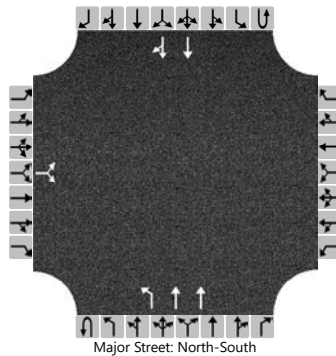
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			178							61						
Capacity, c (veh/h)			426							803						
v/c Ratio			0.42							0.08						
95% Queue Length, Q ₉₅ (veh)			2.0							0.2						
Control Delay (s/veh)			19.4							9.9						
Level of Service (LOS)			C							A						
Approach Delay (s/veh)	19.4								0.6							
Approach LOS	C								A							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Old Troy Pike & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Site Driveway		
Analysis Year	2025			North/South Street	Old Troy Pike		
Time Analyzed	Weekday Evening Peak Hour			Peak Hour Factor	0.98		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	2	0	0	0	2	0
Configuration			LR							L	T				T	TR
Volume (veh/h)		52		115					0	57	1045				843	120
Percent Heavy Vehicles (%)		0		0					0	0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5		6.9						4.1						
Critical Headway (sec)		6.80		6.90						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

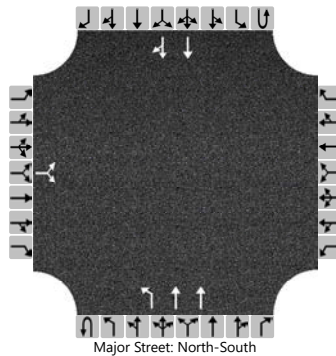
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			170							58						
Capacity, c (veh/h)			370							711						
v/c Ratio			0.46							0.08						
95% Queue Length, Q ₉₅ (veh)			2.3							0.3						
Control Delay (s/veh)			22.8							10.5						
Level of Service (LOS)			C							B						
Approach Delay (s/veh)	22.8								0.5							
Approach LOS	C								A							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Old Troy Pike & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Site Driveway		
Analysis Year	2045			North/South Street	Old Troy Pike		
Time Analyzed	Weekday Morning Peak Hour			Peak Hour Factor	0.78		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	2	0	0	0	2	0
Configuration			LR							L	T				T	TR
Volume (veh/h)		41		150					0	44	716				850	155
Percent Heavy Vehicles (%)		0		0					0	0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

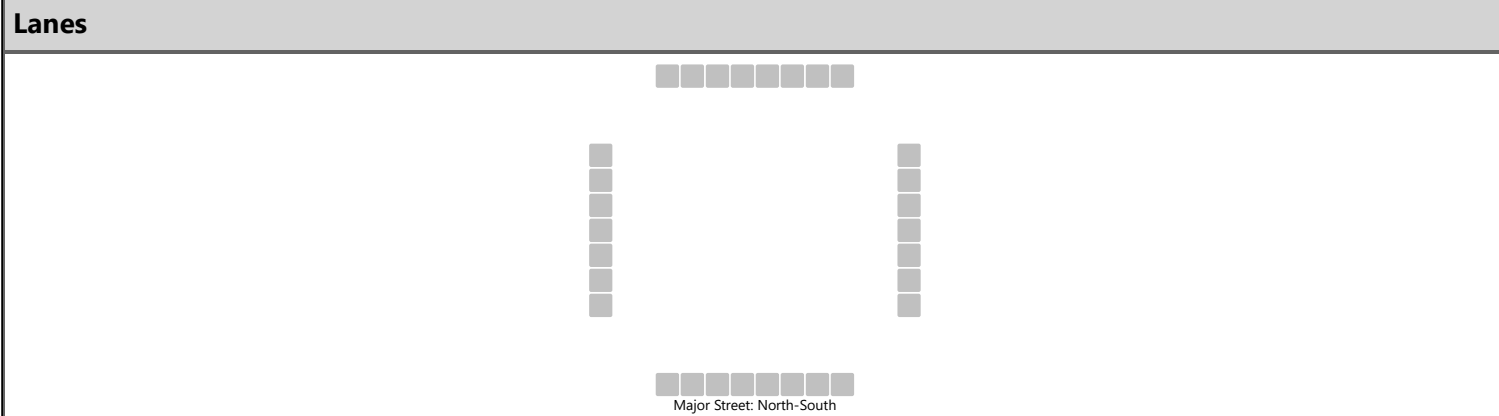
Base Critical Headway (sec)		7.5		6.9						4.1						
Critical Headway (sec)		6.80		6.90						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			245							56						
Capacity, c (veh/h)			327							545						
v/c Ratio			0.75							0.10						
95% Queue Length, Q ₉₅ (veh)			5.7							0.3						
Control Delay (s/veh)			42.7							12.4						
Level of Service (LOS)			E							B						
Approach Delay (s/veh)	42.7								0.7							
Approach LOS	E								A							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Old Troy Pike & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Site Driveway		
Analysis Year	2045			North/South Street	Old Troy Pike		
Time Analyzed	School Dismissal Peak Hr			Peak Hour Factor	0.94		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement																
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	2	0	0	0	2	0
Configuration			LR							L	T				T	TR
Volume (veh/h)		52		115					0	57	1138				899	120
Percent Heavy Vehicles (%)		0		0					0	0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5		6.9						4.1						
Critical Headway (sec)		6.80		6.90						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

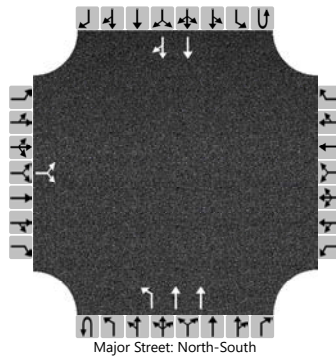
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			178							61						
Capacity, c (veh/h)			331							651						
v/c Ratio			0.54							0.09						
95% Queue Length, Q ₉₅ (veh)			3.0							0.3						
Control Delay (s/veh)			27.8							11.1						
Level of Service (LOS)			D							B						
Approach Delay (s/veh)	27.8								0.5							
Approach LOS	D								A							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Old Troy Pike & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Site Driveway		
Analysis Year	2045			North/South Street	Old Troy Pike		
Time Analyzed	Weekday Evening Peak Hour			Peak Hour Factor	0.98		
Intersection Orientation	North-South			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	2	0	0	0	2	0
Configuration			LR							L	T				T	TR
Volume (veh/h)		52		115					0	57	1363				1121	120
Percent Heavy Vehicles (%)		0		0					0	0						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		7.5		6.9						4.1						
Critical Headway (sec)		6.80		6.90						4.10						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.50		3.30						2.20						

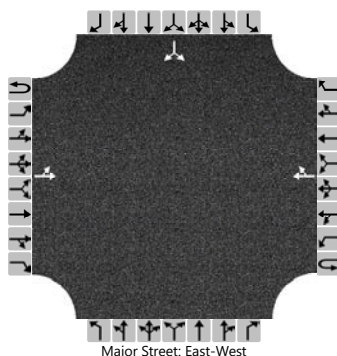
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			170							58						
Capacity, c (veh/h)			276							556						
v/c Ratio			0.62							0.10						
95% Queue Length, Q ₉₅ (veh)			3.8							0.3						
Control Delay (s/veh)			36.9							12.2						
Level of Service (LOS)			E							B						
Approach Delay (s/veh)	36.9								0.5							
Approach LOS	E								A							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Chambersburg Road & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Chambersburg Road		
Analysis Year	2025			North/South Street	Site Driveway		
Time Analyzed	Weekday Morning Peak Hour			Peak Hour Factor	0.78		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		33	123				153	38						48		32
Percent Heavy Vehicles (%)		0												0		0
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.40		6.20
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.50		3.30

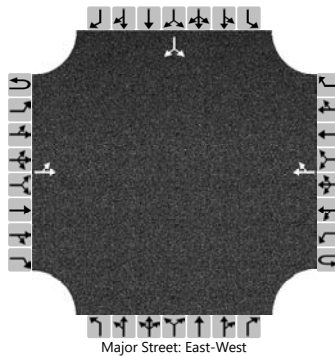
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		42														103	
Capacity, c (veh/h)		1333														628	
v/c Ratio		0.03														0.16	
95% Queue Length, Q ₉₅ (veh)		0.1														0.6	
Control Delay (s/veh)		7.8	0.3													11.9	
Level of Service (LOS)		A	A													B	
Approach Delay (s/veh)		1.9												11.9			
Approach LOS		A												B			

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Chambersburg Road & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Chambersburg Road		
Analysis Year	2025			North/South Street	Site Driveway		
Time Analyzed	School Dismissal Peak Hr			Peak Hour Factor	0.94		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		27	251				212	30						42		24
Percent Heavy Vehicles (%)		0												0		0
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.40		6.20
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.50		3.30

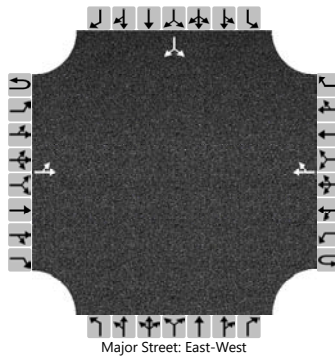
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		29													70		
Capacity, c (veh/h)		1319													559		
v/c Ratio		0.02													0.13		
95% Queue Length, Q ₉₅ (veh)		0.1													0.4		
Control Delay (s/veh)		7.8	0.2												12.4		
Level of Service (LOS)		A	A												B		
Approach Delay (s/veh)		0.9												12.4			
Approach LOS		A												B			

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Chambersburg Road & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Chambersburg Road		
Analysis Year	2025			North/South Street	Site Driveway		
Time Analyzed	Weekday Evening Peak Hour			Peak Hour Factor	0.98		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		25	262				262	32						40		26
Percent Heavy Vehicles (%)		0												0		0
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

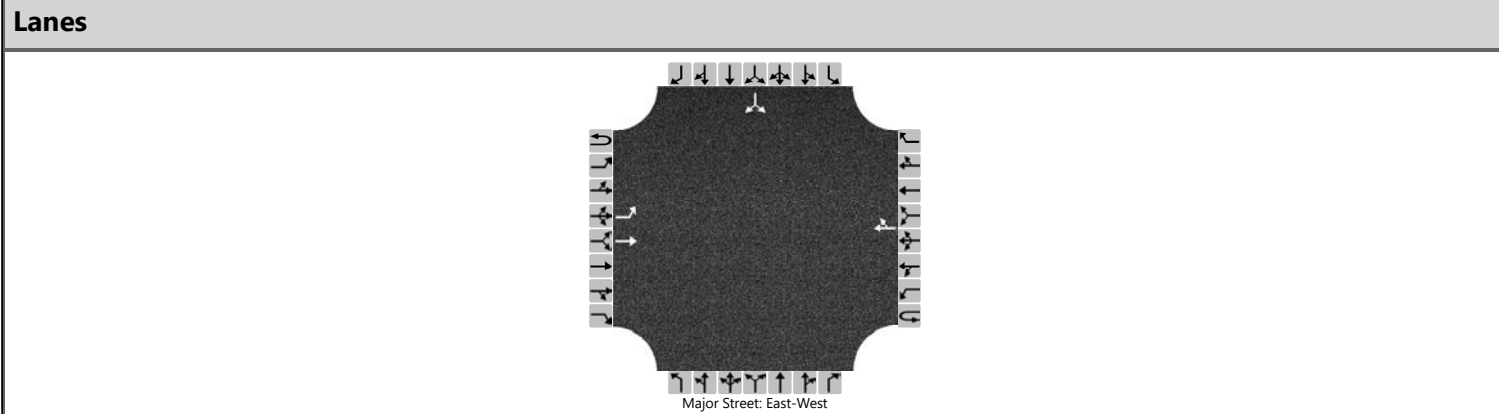
Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.40		6.20
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.50		3.30

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		26														67
Capacity, c (veh/h)		1273														540
v/c Ratio		0.02														0.12
95% Queue Length, Q ₉₅ (veh)		0.1														0.4
Control Delay (s/veh)		7.9	0.2													12.6
Level of Service (LOS)		A	A													B
Approach Delay (s/veh)		0.9												12.6		
Approach LOS		A												B		

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Chambersburg Road & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Chambersburg Road		
Analysis Year	2045			North/South Street	Site Driveway		
Time Analyzed	Weekday Morning Peak Hour			Peak Hour Factor	0.78		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		L	T					TR							LR	
Volume (veh/h)		33	167				206	38						48		32
Percent Heavy Vehicles (%)		0												0		0
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type Storage					Left Only								1			

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.40		6.20
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.50		3.30

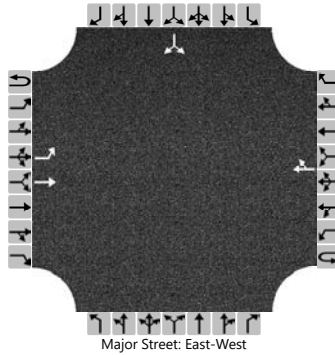
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		42														103	
Capacity, c (veh/h)		1259														618	
v/c Ratio		0.03														0.17	
95% Queue Length, Q ₉₅ (veh)		0.1														0.6	
Control Delay (s/veh)		8.0														12.0	
Level of Service (LOS)		A														B	
Approach Delay (s/veh)		1.3												12.0			
Approach LOS		A												B			

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK	Intersection	Chambersburg Road & Site Driveway				
Agency/Co.	SE&D	Jurisdiction	Fairborn, Ohio				
Date Performed	4/6/2023	East/West Street	Chambersburg Road				
Analysis Year	2045	North/South Street	Site Driveway				
Time Analyzed	School Dismissal Peak Hr	Peak Hour Factor	0.94				
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25				
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		L	T					TR							LR	
Volume (veh/h)		27	331				279	30						42		24
Percent Heavy Vehicles (%)		0												0		0
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.40		6.20
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.50		3.30

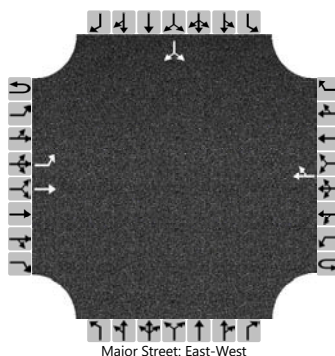
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		29													70	
Capacity, c (veh/h)		1242													561	
v/c Ratio		0.02													0.13	
95% Queue Length, Q ₉₅ (veh)		0.1													0.4	
Control Delay (s/veh)		8.0													12.3	
Level of Service (LOS)		A													B	
Approach Delay (s/veh)	0.6								12.3							
Approach LOS	A								B							

HCS Two-Way Stop-Control Report

General Information				Site Information			
Analyst	NK			Intersection	Chambersburg Road & Site Driveway		
Agency/Co.	SE&D			Jurisdiction	Fairborn, Ohio		
Date Performed	4/6/2023			East/West Street	Chambersburg Road		
Analysis Year	2045			North/South Street	Site Driveway		
Time Analyzed	Weekday Evening Peak Hour			Peak Hour Factor	0.98		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Convenience Store w/ Fuel Sales						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		L	T					TR							LR	
Volume (veh/h)		25	344				345	32						40		26
Percent Heavy Vehicles (%)		0												0		0
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type Storage					Left Only								1			

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.10												6.40		6.20
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.20												3.50		3.30

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		26														67
Capacity, c (veh/h)		1185														542
v/c Ratio		0.02														0.12
95% Queue Length, Q ₉₅ (veh)		0.1														0.4
Control Delay (s/veh)		8.1														12.6
Level of Service (LOS)		A														B
Approach Delay (s/veh)		0.5												12.6		
Approach LOS		A												B		

TRAFFIC SIGNAL TIMING DIRECTIVE

TRAFFIC SIGNAL CONTROLLER TIMING CHART

INTERSECTION: OLD TROY PIKE AND CHAMBERSBURG ROAD		MAINTAINING AGENCY: CITY OF HUBER HEIGHTS		PHASES: 286, 488					
DUAL ENTRY: YES		RING 1		RING 2					
START UP	YR FLASH 0, ALL RED 5 SEC.	A	B	C	D				
TIME FOR FLASH OR ALL RED:	2+6								
FIRST PHASE(S):	GREEN 0, YELLOW 0								
COLOR DISPLAYED:									
INTERVAL OR FEATURE									
INTERSECTION MOVEMENT (PHASE)		1	2	3	4	5	6	7	8
DIRECTION		NB LT	SB	WB LT	EB	SB LT	NB	EB LT	WB
MINIMUM GREEN (INITIAL)	(SEC.)	8.0	15.0	7.0	10.0	8.0	15.0	7.0	10.0
ADDED INITIAL									
MAXIMUM INITIAL									
PASSAGE TIME (PRESET GAP)	(SEC.)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
TIME BEFORE REDUCTION	(SEC.)								
MINIMUM GAP	(SEC.)								
TIME TO REDUCE	(SEC.)								
MAXIMUM GREEN I	(SEC.)	15.0	60.0	15.0	42.0	20.0	60.0	15.0	42.0
MAXIMUM GREEN II	(SEC.)	15.0	60.0	15.0	42.0	20.0	60.0	15.0	42.0
YELLOW CHANGE	(SEC.)	3.2	4.1	3.2	4.1	3.2	4.1	3.2	4.1
ALL RED CLEARANCE	(SEC.)	2.2	1.0	2.2	1.0	2.2	1.0	2.2	1.0
WALK	(SEC.)								
PEDESTRIAN CLEARANCE	(SEC.)								
RECALL	(ON/OFF)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
MEMORY	(ON/OFF)	OFF	ON	OFF	OFF	OFF	ON	OFF	OFF
	(ON/OFF)	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

COORDINATION TIMING

PHASE	DIRECTION	SPLITS (G+Y+AR) IN SECONDS								OFFSET 1 (SEC)		OFFSET 2 (SEC)	
		1	2	3	4	5	6	7	8	1	2	1	2
INTERSECTION - OLD TROY PIKE AND CHAMBERSBURG ROAD													
1-47	MON-FRI	14	44	13	29	21	37	13	29	4	-	-	-
4		16	58	16	30	24	50	16	30	80	-	-	-
6		18	61	22	39	30	49	16	45	17	-	-	-
7		18	65	16	40	26	56	16	40	67	-	-	-
8		16	49	17	38	20	45	17	38	35	-	-	-
INTERSECTION - OLD TROY PIKE AND CHAMBERSBURG ROAD													
WEEKS (DAYS) OF WEEK		ACTION PLAN											
		HOURS											
1-46	SAT	1	00:00-06:00	0	0	0	0	0	0	0	0	0	0
		2	06:00-09:30	1	1	1	1	1	1	1	1	1	1
		3	09:30-17:00	4	4	4	4	4	4	4	4	4	4
		4	17:00-22:00	0	0	0	0	0	0	0	0	0	0
		5	22:00-23:59	0	0	0	0	0	0	0	0	0	0
1-47	SUN	1	00:00-06:00	0	0	0	0	0	0	0	0	0	0
		2	06:00-09:30	1	1	1	1	1	1	1	1	1	1
		3	09:30-17:00	4	4	4	4	4	4	4	4	4	4
		4	17:00-22:00	0	0	0	0	0	0	0	0	0	0
		5	22:00-23:59	0	0	0	0	0	0	0	0	0	0
48-53	MON-FRI	1	00:00-06:00	0	0	0	0	0	0	0	0	0	0
		2	06:00-09:30	1	1	1	1	1	1	1	1	1	1
		3	09:30-17:00	4	4	4	4	4	4	4	4	4	4
		4	17:00-22:00	0	0	0	0	0	0	0	0	0	0
		5	22:00-23:59	0	0	0	0	0	0	0	0	0	0
47-53	SAT	1	00:00-06:00	0	0	0	0	0	0	0	0	0	0
		2	06:00-09:30	1	1	1	1	1	1	1	1	1	1
		3	09:30-17:00	4	4	4	4	4	4	4	4	4	4
		4	17:00-22:00	0	0	0	0	0	0	0	0	0	0
		5	22:00-23:59	0	0	0	0	0	0	0	0	0	0
48-53	SUN	1	00:00-06:00	0	0	0	0	0	0	0	0	0	0
		2	06:00-09:30	1	1	1	1	1	1	1	1	1	1
		3	09:30-17:00	4	4	4	4	4	4	4	4	4	4
		4	17:00-22:00	0	0	0	0	0	0	0	0	0	0
		5	22:00-23:59	0	0	0	0	0	0	0	0	0	0

*VOLUME DENSITY CONTROLS

ITEM	EXT	TOTAL	UNIT	DESCRIPTION
202	30000	125	SF	WALK REMOVED
608	10000	125	SF	4" CONCRETE WALK
625	00450	2	EACH	CONNECTION, FUSED PULL APART
625	00450	4	EACH	BRACKET ARM, 20' AS PER PLAN
625	23304	498	FT	NO. 8 AWG 600 VOLT DISTRIBUTION CABLE
625	23400	360	FT	NO. 10 AWG POLE AND BRACKET CABLE
625	25408	269	FT	CONDUIT 2" 1/2" 725.051
625	25412	8	FT	CONDUIT 4" 725.051
625	25904	34	FT	CONDUIT JACKED OR DRILLED 725.04 4"
625	25902	295	FT	INTERCONNECTING EXISTING CONDUIT
625	25900	1	EACH	LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), TYPE III, 10000-12000 LUMENS WITH INTEGRAL PHOTOCELL
625	26002	264	FT	TRENCH 24" DEEP
625	30700	3	EACH	PULL BOX 725.08 18"
625	30706	1	EACH	PULL BOX 725.08 24"
625	30000	8	EACH	GROUND ROD
625	30000	294	FT	PLASTIC CAUTION TAPE
625	75504	2	EACH	LUMINAIRE REMOVED FOR STORAGE, AS PER PLAN
625	75521	2	EACH	LUMINAIRE SUPPORT REMOVED, AS PER PLAN
630	79200	8	EACH	SIGN ATTACHMENT ASSEMBLY, MAST ARM
630	80100	30	SF	SIGN, FLAT SHEET
630	80511	45	SF	SIGN, STREET NAME, AS PER PLAN
630	87521	1	EACH	REMOVAL OF POLE MOUNTED SIGN AND REERECTOR, AS PER PLAN
632	65096	3	EACH	VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY POLYCARBONATE, WITH BACKPLATES, AS PER PLAN
632	65096	5	EACH	VEHICULAR SIGNAL HEAD, (LED), 5-SECTION, 12" LENS, 1-WAY POLYCARBONATE, WITH BACKPLATES, AS PER PLAN
632	65096	8	EACH	PEDESTRIAN SIGNAL HEAD, (LED), TYPE DZ, COUNTDOWN, AS PER PLAN
632	65096	8	EACH	COVERING OF PEDESTRIAN SIGNAL HEAD
632	26010	8	EACH	PEDESTRIAN PUSHBUTTON, AS PER PLAN
632	26021	4	EACH	SIGNAL CABLE, 2 CONDUCTOR, NO. 14 AWG
632	40300	1300	FT	SIGNAL CABLE, 3 CONDUCTOR, NO. 14 AWG
632	40400	824	FT	SIGNAL CABLE, 4 CONDUCTOR, NO. 14 AWG
632	40700	629	FT	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG
632	40900	219	FT	SIGNAL CABLE, 9 CONDUCTOR, NO. 14 AWG
632	63200	1	EACH	INTERCONNECT MISC. - REUSE OF EXISTING FIBER OPTIC EQUIPMENT
632	64011	4	EACH	SIGNAL SUPPORT FOUNDATION, AS PER PLAN
632	64021	3	EACH	PEDESTAL FOUNDATION, AS PER PLAN
632	67200	243	FT	POWER CABLE, 2 CONDUCTOR, NO. 8 AWG
632	70001	1	EACH	POWER SERVICE, AS PER PLAN
632	85533	2	EACH	SIGNAL SUPPORT, TYPE TC-8121, DESIGN 11, AS PER PLAN
632	85591	2	EACH	COMBINATION SIGNAL SUPPORT, TYPE TC-8121, DESIGN 13, AS PER PLAN
632	85591	3	EACH	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN
632	85591	3	EACH	REMOVAL OF TRAFFIC SIGNAL INSTALLATION, AS PER PLAN
633	01581	1	EACH	CONTROLLER UNIT, TYPE TSS/62, WITH CABINET, TYPE TS1, AS PER PLAN
633	67101	1	EACH	CABINET FOUNDATION, AS PER PLAN
633	67200	1	EACH	CONTROLLER WORK PAD
633	67301	1	EACH	PREEMPTION, AS PER PLAN
633	67311	1	EACH	PREEMPTION RECEIVING UNIT, AS PER PLAN
633	67321	626	FT	PREEMPTION DETECTOR CABLE, AS PER PLAN
633	67351	1	EACH	PREEMPTION PHASE SELECTOR, AS PER PLAN
633	75001	4	EACH	PREEMPTION CONFIRMATION LIGHT, AS PER PLAN
633	75001	1	EACH	UNINTERRUPTIBLE POWER SUPPLY (UPS), 1000 WATT, AS PER PLAN
804	30010	1	EACH	FAN-OUT KIT, 12 FIBER
804	32010	195	FT	DROP CABLE, 12 FIBER
804	35000	4	EACH	FUSION SPLICER
804	35000	12	EACH	FIBER OPTIC CONNECTOR
816	30001	1	EACH	VIDEO DETECTION SYSTEM, AS PER PLAN
614	11111	40	HR	MAINTENANCE OF TRAFFIC
614	11001	1	EACH	MISCELLANEOUS
614	11001	1	EACH	MAINTAINING TRAFFIC, AS PER PLAN

LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE, AS PER PLAN



Huber Heights Fire Division

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

Occupancy Name:	WaWa
Occupancy Address:	4949 Chambersburg Road

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

MCBR BLD:	Not Yet Assigned	HH P&D:	
MCBR MEC:		HHFD Plan:	23-195
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	7/6/2023

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 sitework, fire department access and basic fire protection concept at this time. A full plan review of the building systems, fire protection, egress and life safety will need to be conducted once the architectural plans have been submitted for permit. The proposed development will need to meet the requirements of the Ohio Fire Code 2017, Ohio Building Code 2017, and the Huber Heights Codified Ordinance.

Requirements:

- **The canopy over fuel pumps shall have a clearance of 13 feet 6 inches or higher for fire apparatus clearance. Ohio Fire Code 503.2.1.**
- **The turn radius off both Old Troy Pike and Chambersburg Road appear to meet the requirements for fire department access as required in Ohio Fire Code.**
- **Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. Ohio Fire Code 507.5.4.**
- **A 3-foot (914 mm) clear space shall be maintained around the circumference of fire hydrants except as otherwise required or approved. (No trees, bushes, plantings, etc.) Ohio Fire Code 507.5.5.**

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 2017 Ohio Fire Code**. Any omissions or errors on the plans or in this review do not relieve the applicant of complying with **ALL** applicable requirements of this code. These plans have been reviewed for compliance with the Ohio Fire Code adopted by this jurisdiction. There may be other regulations applicable under local, state, or federal statutes and codes, which this department has no authority to enforce and therefore have not been evaluated as part of this plan review.

**Planning Commission
July 11, 2023, Meeting
City of Huber Heights**

- I. Chair Terry Walton called the meeting to order at approximately 6:02 p.m.
- II. Present at the meeting: Mr. Cassity, Mr. Jeffries, Ms. Thomas, Ms. Vargo, and Mr. Walton.

Members absent: None.

Staff Present: Aaron K. Sorrell, Interim City Planner, and Geri Hoskins, Planning & Zoning Administrative Secretary.

III. Opening Remarks by the Chairman and Commissioners

None.

IV. Citizens Comments

None.

- V. **Swearing of Witnesses** Mr. Walton explained the proceedings of tonight's meeting and administered the sworn oath to all persons wishing to speak or give testimony regarding items on the agenda. All persons present responded in the affirmative.

VI. Pending Business

- 1. **TEXT AMENDMENT - The applicant, THE CITY OF HUBER HEIGHTS, is requesting approval of a text amendment pertaining to Chapter 1181.20 Building Materials for Dwellings (TA 23-14A).**

Mr. Sorrell stated that over the years, building materials have improved and builders utilize a range of materials to provide a mixture of building facades along a street, convey different design aesthetics, and control construction costs as prices of materials can vary depending on local and regional demand. This text amendment seeks to codify community expectations and provide reasonable flexibility for contemporary designs and modern material utilization.

Based on feedback from the Planning Commission this version has been revised for clarity and ease of administration.

Staff Analysis

Currently, there is a significant schism with exterior building material requirements between building in a straight zoned area (A, R-1, R-2, etc.) versus building on a lot in a Planned Residential areas. If a buyer seeks to construct a new single-story home or build a single-story addition in any district other than a PUD, they must fully wrap their single-story home in brick or masonry material. New two-story homes must have the first floor wrapped in brick or masonry material. The floors above can be any other material.

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Recent Planning Commission decisions have established a minimum masonry limit at approximately 25% of the front façade for single-family homes. Multi-family structures have ranged from 10% to 20% in recent years.

Staff is proposing the following standards:

Non-PUD Zoning:

- One-Story dwellings: 25% of the front façade
- Multi-Story dwellings: 25% of the first-floor front façade.

PUD Zoning:

- 1 & 2-family buildings: 25% of the front facades
- Multi-family and mixed-use buildings: 10% of the aggregate building wall surface.

These standards encourage the Planning Commission to consider the types, location and layouts of the buildings. Every development is different, and the Planning Commission should include those details. Specifically, the Planning Commission is encouraged to:

When establishing the requirements, the Planning Commission shall consider the types, location, and layout of the buildings to:

- (1) Encourage a mix of building facades and material usage and discourage monotonous building repetition.
- (2) Encourage higher percentages of full depth brick, cultured brick, stone, cultured stone, or other approved masonry product along the frontage of major public streets and thoroughfares.

Additional Comments:

Staff feels that these revised materials requirements for dwellings reflect the recent decisions of the Planning Commission and City Council and are a bridge from the previous masonry requirements to a constituent that desires a diverse architectural palate within the community.

Fire: No comments.

City Engineer: No comments.

Discussion on building in phases, each section held to standard, eliminate aggregated amount.

Action

Ms. Thomas moved to approve the request by the applicant THE CITY OF HUBER HEIGHTS, for approval of a Text Amendment pertaining to Chapter 1181.20 Building Materials for Dwellings (TZ 23-14A) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

VII. New Business

- 1. MINOR CHANGE - The applicant, KELLEY KOONS, is requesting approval of Minor Change to the Detailed Development Plan to construct a four-season enclosed patio. Property is located at 5420 Brandt Pike (MC 23-16).**

Mr. Sorrell stated that the applicant requests a minor change to the Detailed Development Plan to construct a 300 SF four-season enclosure on the north side of the existing building. The 30' by 10' structure will have overhead doors on each end of the building, and windows along the northern wall. The addition will be nearly 500' from Brandt Pike and barely visible due to its relatively small size.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1171 – General Provisions and Chapter 1174 -Planned Public and Private Buildings and Grounds District (PP).

Staff Analysis

Detailed Development Plan Analysis:

The applicant requests a minor change to the Detailed Development Plan to construct a 300 SF four-season enclosure on the north side of the existing building. The exterior of the addition is mostly windows on the north side, and one window and overhead door on each end.

Conformance With Planned Public and Private Buildings and Grounds District Requirements:

Uses: Fraternal organizations are a permitted use.

Development Standards:

- The addition meets all setback and yard requirements.
- No additional parking is necessary.

No other changes are being proposed by the applicant. The existing structure is just over 18,000 SF. This addition represents an enlargement of under 2% of the existing floor area. No other improvements are required by the zoning code.

Fire: No comments received.

City Engineer: No comments received.

Action

Mr. Jeffries moved to approve the request by the applicant KELLY KOONS, for approval of a Minor Change to the Detailed Development Plan (MC 23-16) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

July 11, 2023

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

2. REPLAT - The applicant, THE CITY OF HUBER HEIGHTS, is requesting approval to vacate Thorngate Road north of Waynegate Road (RP 23-18).

Mr. Sorrell stated that the city is requesting approval to vacate Thorngate Drive, north of Waynegate Road. This is a stub street intended to connect to the subdivision to the north. The connection was never approved or completed, nor will it ever be constructed. As a result, this stub serves no municipal purpose, and has created drainage problems for the adjacent property owners.

Once the right of way is officially vacated and the road bed removed, the two parcels will be transferred to the adjacent property owners.

Applicable Subdivision Regulations

The applicable subdivision regulations for the plat are found in Chapter 1107 - Final Plat. The vacation of public right of way is governed by ORC 711.39 - Vacating Plat by Legislative Authority.

Vacating the public right of way requires approval by the platting commission (Planning Commission) and the Huber Heights City Council.

Staff Analysis

The vacation is being initiated by the City at the request of the adjacent property owners who have consistent flooding issues due to this stub. The stub serves no municipal function since the connection to the northern subdivision was never completed. The City is removing the road bed for the adjacent property owners.

Additional Comments:

Fire: The Fire Department has approved vacation and replat.

City Engineer: The engineer has approved vacation and replat.

Discussion on changing the deeds, fully restored.

Action

Mr. Jeffries moved to approve the request by the applicant THE CITY OF HUBER HEIGHTS, for approval to vacate Thorngate Road north of Waynegate Road (RP 23-18) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

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3. DETAILED DEVELOPMENT PLAN - The applicant, METROPOLITAN HOLDINGS LTD, is requesting approval of a Detailed Development Plan for an apartment project. Property is located at Executive Boulevard across the street from the Rose Music Center (DDP 23-19).

Mr. Sorrell stated the applicant requests Detailed Development Plan approval to facilitate the construction of 312 residential units (1- and 2-bedroom apartments) on approximately 21.3 acres.

The Planning Commission recommended approval of a rezoning and basic development plan on February 14, 2023. The Huber Heights City Council approved the rezoning and basic development plan on April 11, 2023.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1130 – Amendments, Chapter 1171 – General Provisions, Chapter 1179 – Planned Mixed Use, Chapter 1181 – General Provisions.

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

Staff Analysis

The approved rezoning and Basic Development Plan ordinance has the following relevant conditions:

1. The Basic Development and Zoning Regulations shall be those submitted with the application dated January 30, 2023.
2. The northern property buffering requirements shall be determined during the Detailed Development Plan review.

Conformance with the approved conditions of the BDP:

1. **The Basic Development and Zoning Regulations shall be those submitted with the application dated January 30, 2023.**

The development regulations that were submitted with the Basic Development Plan will be recorded as part of the detailed development plan approval. The Project Zoning and Design Standards are attached for reference.

The submitted detailed development plan substantially conforms to these requirements.

Setbacks

Minimum Requirements	As indicated on the DDP	Conforming (Y/N)
Front yard: 20 feet	25 feet	Y
Rear yard: 25 feet	25 feet	Y
East Side yard: 25 feet	25 feet	Y
West Side yard: 25 feet	20 feet	N*

*The applicant has indicated that this is an error and will be submitting corrected plans.

Signage

The DDP indicates two (2) internal illuminated wall signs on the clubhouse building. The two wall signs total 75 square feet.

Two non-illuminated entrance columns (monument signs) are proposed. The columns are 6 feet high and just under 4 feet wide. The signage graphic affixed to each column is approximately 3.5 square feet.

Staff feels the signs are appropriately located and well designed to showcase the music branding of apartment complex.

Architecture and Site Standards

The detailed development plan appears to satisfy the building material requirements outlined in the Project Zoning and Design Standards. The residential buildings are mixture of stone, cement panels, and lap and batten siding. The buildings facing Executive Boulevard including the clubhouse have extensive stone and masonry elements.

Additionally, the applicant is proposing a significant amenity package for residents including pool, outdoor kitchen and gathering areas.

Landscaping

The landscaping plan is substantially compliant to the standards outlined in the Project Zoning and Design Standards. This includes street tree, perimeter and interior landscaping, and open space requirements. Sheets L1 and L2 illustrate the proposed landscaping plan.

Lighting

The lighting plan indicates pedestrian scale decorative poles and fixtures will be used the parking areas and travel lanes. The decorative fixtures are mounted on 12-foot poles. The lighting standards limit light trespass to no more the 0.5 foot-candle. However, the photometric plan indicates areas of illumination on the north property line which exceeds this standard. As a condition of approval, the applicant shall shield the perimeter fixtures adjacent to the north property line.

Street and Transportation Standards

The detailed development plan complies with the street and transportation standards outlined in the Project Zoning and Design Standards.

The only significant change is the multi-use path along Executive Boulevard. The basic development plan indicated a 10-foot path. After discussions between the applicant and staff, the path has been reduced to eight (8) feet. This was done to better accommodate decorative street lighting that is being planned for Executive Boulevard. The width of the path matches the width of the path in front of the Rose.

- 2. The northern property buffering requirements shall be determined during the Detailed Development Plan review.**

How the project is buffered from the northern neighborhood was a significant discussion topic and particular concern to the adjacent neighbors. Staff encouraged the development team to survey the treeline to determine which

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mature trees are healthy and should remain, and to cluster landscaping between the garages to further reduce visual and noise impacts. Additionally, specific grading requirements and their impacts to the treeline was unknown at the point of basic development plan approval.

Surprisingly, only eight trees within the 25-foot setback must be removed. They are clustered in the areas where two retaining walls must be constructed to achieve the grading required for the parking areas and garages. No trees along the property line are indicated to be removed. Sheet C201 and C202 illustrate the planned removals. Sheet C501 and C502 illustrate the grading limits and location of the retaining walls.

To mitigate the loss of the trees and increase buffering, the applicant is proposing substantial landscaping along the northern property line. Sheet L2 and L2.1 There is a dense mixture of evergreen and deciduous trees planned. The evergreens will be 6 feet at planting, and the various deciduous trees will have a 3-inch diameter. These are substantially larger than typically planted.

Staff feels the northern property line is adequately buffered between the existing trees remaining and the substantial amount of new plantings.

Staff Analysis

The DDP application substantially conforms with the Basic Development Plan ordinance approved by the City Council. Additionally, the DDP generally conforms to all relevant zoning regulations, including landscaping, lighting, parking, architectural standards and signs.

Additional Comments:

Fire: See Attached.

City Engineer: No comments received.

Discussion on parking compared to Parkview, fire issues, 9 ft. parking spaces, another lane on south side of Executive, 8 ft sidewalks, font for sign, what name means, tree survey, retaining walls, 1 phase.

Ryan Young, Jamie Oberschlake,

Pat Dyer, resident, asked about retaining wall, between buildings and garages, dumpsters, maintenance, how long building will take.

Annamarie Norgrove, resident, asked about tree lines and when construction will start.

Melissa Cleary, resident, said the name was really cool and it's a great idea.

Action

Ms. Vargo moved to approve the request by the applicant METROPOLITAN HOLDINGS LTD, for approval of a Detailed Development Plan for a proposed new 312 unit apartment project. Property is located across the street from the Rose Music Center (DDP 23-19) in accordance with the recommendation of Staff's Memorandum dated July 6, 2023, and the Planning Commission Decision Record attached thereto.

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

4. BASIC DEVELOPMENT PLAN - The applicant, BP-OTP, LLC, is requesting approval of a Rezoning from O1 to PC, and a Basic Development Plan for a gas station convenience mart with fueling pumps. Property is located at 4949 Chambersburg Road (BDP 23-17).

Mr. Sorrell stated that the applicant seeks to construct a new 5,915 SF Wawa convenience store with eight fueling pumps at the corner of Old Troy Pike and Chambersburg Road. Wawa is entering the Dayton area market, and this will be its first Huber Heights store.

The proposed store will sit on 5.41 acres, of which approximately three (3) acres are zoned Planned Commercial and approximately 2.4 acres are zoned O-1. Convenience stores and fueling stations are permitted in the Planned Commercial District but not the O-1. Thus, a replat and rezoning are included in the Basic Development Plan application.

Nearby commercial and retail uses at this intersection include Walgreens on the southwest corner; KeyBank on the northeast corner; and Speedway at the southeast corner.

Site Characteristics

Approximately half the site is currently developed as a single-family house in a densely wooded and landscaped lot. The other half is wooded, undeveloped land. There is a steep grade change with the plateau of the site approximately 30 feet above the Chambersburg / OTP intersection. The grade change between the road and the site becomes less dramatic as one travels east on Chambersburg and north on Old Troy Pike.

While the proposed store is located in the general clearing of the lot, grading will be required to develop the building pad, parking area, fueling bays and access drives. However, it does appear that grading will end approximately 80 feet from the east property line and have no impact on the home north of the site.

The site has access to all necessary utilities. Additionally, the applicant will dedicate the required right-of-way for the planned Chambersburg widening and multi-use path.

Applicable Zoning Regulations

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

Chapter 1171.05 - Contents of basic development plan, states:

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

Planning Commission Meeting

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

Chapter 1171.06 - General standards for approval, states:

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

- (a) Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;
- (b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- (c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;
- (d) Shall not impose an undue burden on public services such as utilities, fire and police protection, and schools;
- (e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;
- (f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible

Planning Commission Meeting

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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 rezoning request and elements of the Basic Development Plan and standards for approval.

Rezoning Analysis:

The applicant requests the rezoning of approximately 2.44 acres from O-1 General Office to Planned Commercial (PC).

Conformance with Comprehensive Plan

The City's comprehensive plan indicates the site is within the Estates pattern area adjacent to the Southtown pattern area. The Estates development pattern area recognizes that this area is where large-scale development is unlikely to occur and where large-lot residential development is appropriate. This is particularly true on the west side of the pattern area where environmental constraints, such as flooding, limit the development potential.

However, that is not to say the area is determined to be exclusively residential. One of the key elements within the Estates development pattern area is to "allow for incremental, contextually relevant non-residential uses and amenities." This site is on the east edge of the pattern district, not subject to flooding and at the intersection of two major roadways. Additionally, all necessary utilities are available.

Given the location of this site and its context within the Estate pattern district, staff feels the rezoning from O-1 to PC is consistent with the comprehensive plan.

Basic Development Plan Analysis:

The applicant proposes constructing a 5,915 SF convenience store and four-island fueling center. The applicant has submitted all necessary plans and studies for the Basic Development Plan review.

Conformance With Planned Commercial District Requirements:

Uses: Retail uses and filling stations are principally permitted in the district.

Development Standards:

- The site plan meets all parking and building setback and yard requirements.
- Nineteen street trees are required. The preliminary landscaping plan shows 19 street trees. However, due to grading issues and Chambersburg Road's planned widening, most of them are not near the sidewalk. During the Detailed Development plan review, staff will work with the applicant to place the required trees appropriately.
- The lighting plan submitted with the application meets all requirements. The proposed fixture height is 20 feet, and the fixture types meet the code. The photometric analysis indicates no light trespasses across the property lines.
- The building design substantially meets the exterior material recommendation. Not including glazing, the building's entire exterior is 68% masonry. The front façade is 78% masonry and glazing. Approximately 28% of the exterior is a wood composite accent siding.
- All utilities are below ground.

Parking and Loading:

- The applicant proposes 53 parking spaces, more than the code requires. Parking stall dimensions are 10' x 20', as required.

Landscaping:

- The plans appear to meet the landscaping requirements but will be verified when the detailed development plan is submitted.

Signs:

- A sign package was not submitted with the application and will be reviewed when the detailed development plan is submitted. The elevations indicate three wall signs, and the site plan indicates two monument signs.

Conformance with General Standards of Approval:

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

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

It is the staff's opinion that the proposal is consistent with the comprehensive plan and thoroughfare plan. The site is located at the intersection of arterial and collector streets.

Planning Commission Meeting

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

While no development schedule has been submitted, the applicant has stated to staff that they will initiate construction shortly after all plans are approved by the City and County. There are no concerns on the part of staff that the applicant would have difficulty financing and constructing the project in a reasonable time.

(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;

It is important to note that the traffic counts were taken when school was in session, and they represent an accurate assessment of the existing peak traffic volume. The traffic study estimates there will be 541 AM and 467 PM weekday peak hour trips.

This store's net new peak hour trips are estimated at 129 AM and 1179 PM. It's important to note that the study estimates that 76% of those trips are pass-by, meaning those vehicles are on the road regardless of whether the Wawa development is constructed.

The traffic study indicates that no drop-down lanes are necessary. The applicant is required to dedicate additional ROW along Chambersburg Road to facilitate the construction of a future roadway widening.

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

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

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

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

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

The staff believes the site plan is generally well arranged, and internal circulation is efficient and compatible with the intended use. Pedestrian connections between the streets and the store are provided. The landscaping requirements will be reviewed with the Detailed Development application.

Planning Commission Meeting

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(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 site will retain a significant amount of wooded area to the west and north. Additionally, the existing decorative retaining wall will remain.

(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;

As discussed, the site has significant topographic features. The grading plan illustrates significant grading on the site's west, south and northeast edges. The grading should not impact the properties west or north of the site since there is an adequate buffer between the property lines and the extent of the grading activities. The applicant is grading to a 3:1 slope and providing vegetative ground cover, which will limit erosion.

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

All utilities will be placed underground.

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

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

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

All proposed uses are consistent with the Planned Commercial district zoning being requested as part of this application. The traffic study does not indicate that this development will generate excessive traffic.

(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.

The staff believes the rezoning is consistent with the comprehensive plan and will not adversely affect surrounding properties.

Additional Comments:

Fire: See attached.

July 11, 2023

City Engineer: The engineer has reviewed the site plan and requested additional right of way along Old Troy Pike and Chambersburg Road. The applicant has indicated that they will revise their plans accordingly.

Recommendation

Staff supports the partial rezoning from General Office (O-1) to Planned Commercial. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the rezoning and Basic Development Plan with the following conditions:

- The applicant shall assess the health of the existing trees along the site's perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
- The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
- Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.
- Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
 - Vehicle sales, rental or service
 - Sweepstakes Cafes
 - Short-term lenders (pay-day lenders, loans against auto titles, etc.)
 - Dry cleaners
 - Outdoor sales and storage, unless approved by the Planning Commission
- The applicant shall submit a revised Basic Development Plan indicating the corrected ROW dedication along Old Troy Pike and Chambersburg Road, as the City engineer requires.

Discussion on sidewalk width, undeveloped half of site, left turn onto Troy, traffic coming south, Chambersburg design timeline, 3-1 slope, full shielding on West side, traffic lane on Troy Pike, retaining wall, 19 ft. drop, bike racks, lower the crest on Chambersburg.

Patrick O'Leary, Eric Williams, Patrick Warnemont, Adam Malonjao, Jason Waite, Ryan Vickers.

Action

Ms. Thomas moved to approve the request by the applicant BP-OPT, LLC, for approval of a Rezoning from O1 to PC, and a Basic Development Plan for a gas station convenience mart with fueling pumps (BDP 23-17) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

VIII. Additional Business

None.

IX. Approval of the Minutes

Without objection, the minutes of the June 13, 2023, Planning Commission meeting are approved.

X. Reports and Calendar Review

Mr. Sorrell stated Flying Ace, Huber Health Center, and Technology and Artz Road.

XI. Upcoming Meetings

August 15, 2023
September 12, 2023

XII. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at approximately 8:40 p.m.

Terry Walton, Chair

Date

Geri Hoskins, Administrative Secretary

Date

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2023-O-

TO APPROVE A REZONING OF APPROXIMATELY 2.44 ACRES FROM OFFICE (O1) TO PLANNED COMMERCIAL (PC) AND TO APPROVE A BASIC DEVELOPMENT PLAN OF 5.41 ACRES FOR THE PROPERTY LOCATED AT 4949 CHAMBERSBURG ROAD AND FURTHER IDENTIFIED AS PARCEL NUMBER P70 04004 0017 ON THE MONTGOMERY COUNTY AUDITOR'S MAP AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE BDP 23-17).

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 23-17 and on July 11, 2023, recommended approval by a vote of 5-0 of the Rezoning from Office (O1) to Planned Commercial (PC) and a Basic Development Plan; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of a Rezoning from Office (O1) to Planned Commercial (PC), and a Basic Development Plan (Case BDP 23-17) is hereby approved in accordance with the Planning Commission's recommendation and following conditions:

1. The applicant shall assess the health of the existing trees along the site's perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to Staff approval.
2. The applicant shall work with Staff to determine the final street tree placement during the Detailed Development Plan phase.
3. Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.
4. Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
 - a. Vehicle sales, rental, or service
 - b. Sweepstakes Cafes
 - c. Short-term lenders (pay-day lenders, loans against auto titles, etc.)
 - d. Dry cleaners
 - e. Outdoor sales and storage, unless approved by the Planning Commission.
5. The applicant shall submit a revised Basic Development Plan indicating the corrected ROW dedication along Old Troy Pike and Chambersburg Road, as the City Engineer requires.

Section 2. It is hereby found and 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 of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

Passed by Council on the _____ day of _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

BDP 23-17
4949 Chambersburg Road
Wawa Convenience Store

City Council Work Session
August 8, 2023

Site Details:

- 5.41 acres
- Current Zoning: Planned Commercial (PC) – 2.96 acres
General Office (O-1) – 4.79 acres
- Existing land use is single-family home & vacant land.
- Surrounding zoning includes O-1, R-1, R-4, PC

Application Details:

The applicant requests the rezoning of approximately 2.44 acres from O-1 to PC and approval of a Basic Development Plan of 5.41 acres to facilitate the construction of a 5,915 SF Wawa convenience store with fueling pumps.



R-1

O-1

R-4

CHAMBERSBURG RD

OLD TROY PIKE

ROW

PO

PC

B-1

MILLRIDGE RD

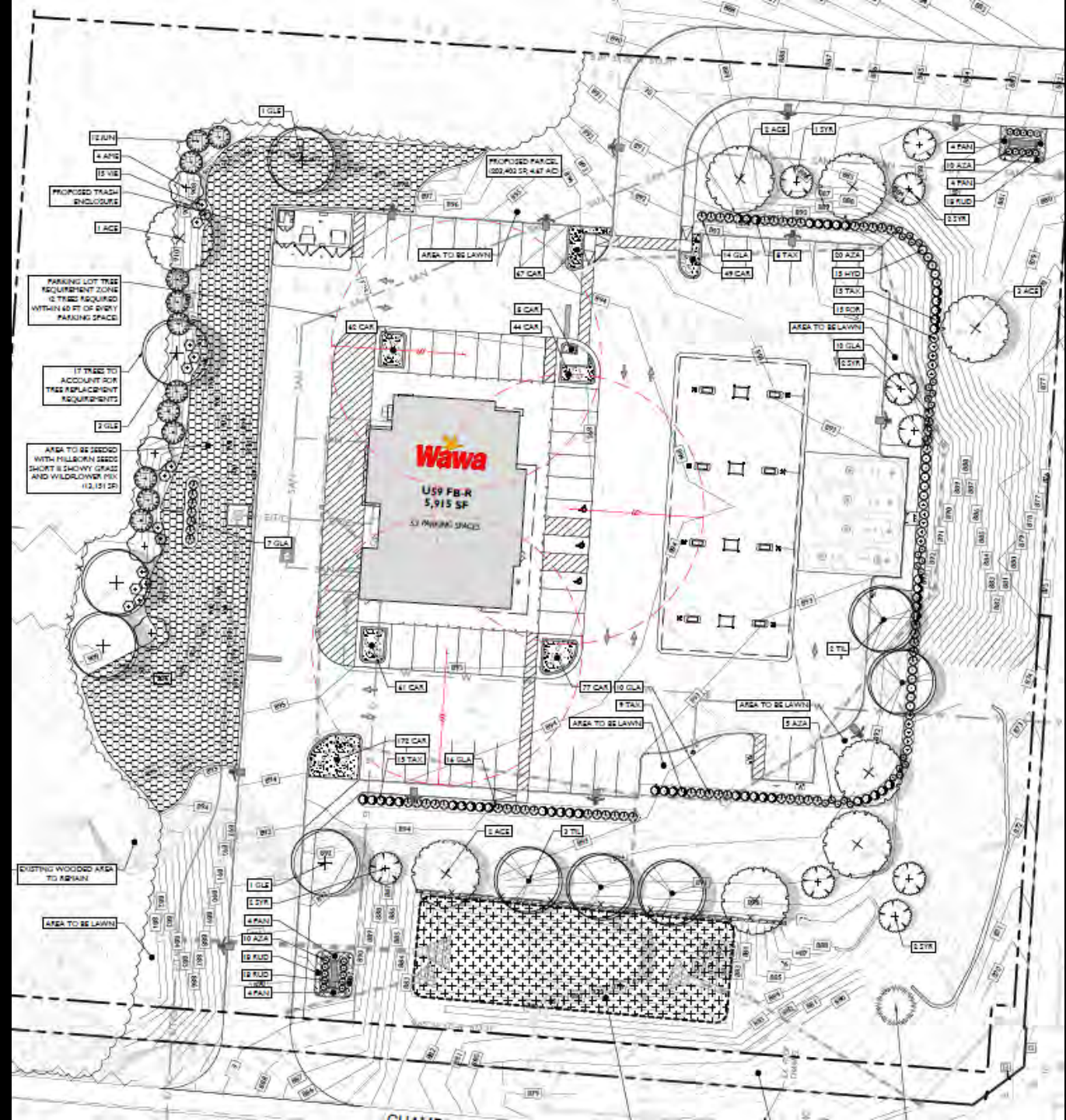






Site Characteristics

- Approximately ½ the site is currently developed as a 1-family house in densely wooded and landscaped lot.
- Steep grade change with plateau approximately 30' above the intersection.
- Required grading will end approximately 60' from west property line and no impact on the home to the north.
- Site has all access to necessary utilities.



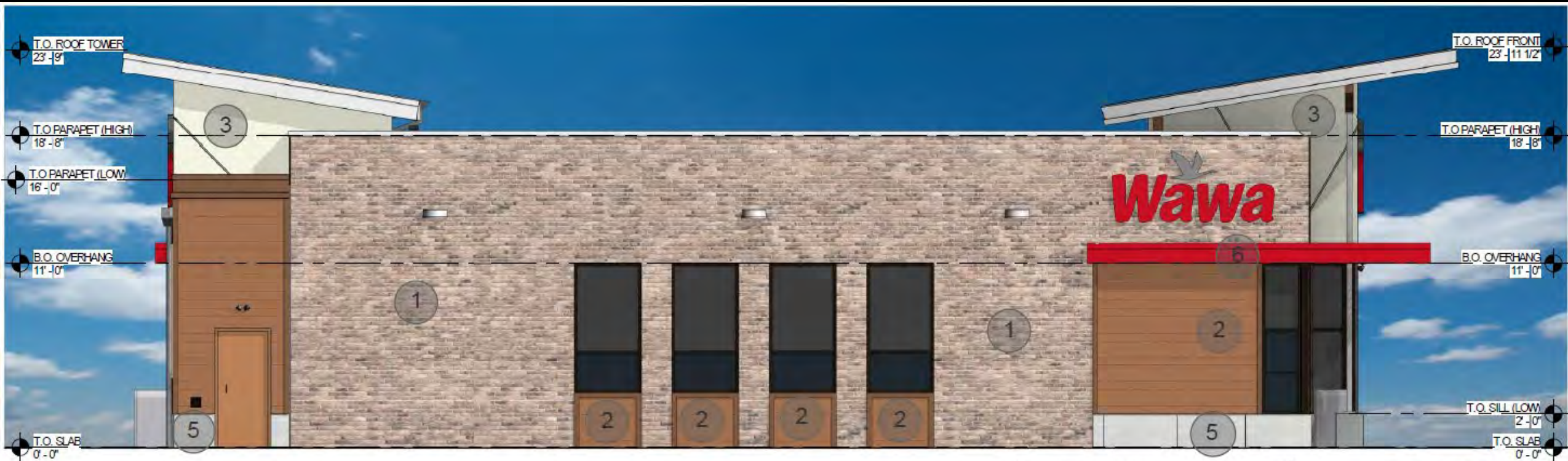


① FRONT ELEVATION
3/16" = 1'-0"

GLAZING CALCS - FRONT ELEVATION:
 CLEAR GLAZING - 462 SQFT
 SPANDREL GLASS - 77 SQFT
 TOTAL - 541 SQFT

TOTAL BUILDING - 1,753 SQFT
 GLAZING - 541/1,753 = 31%

MATERIAL CALCS - FRONT ELEVATION:
 BRICK - 301 SQFT
 COMPOSITE - 383 SQFT
 STUCCO/EIFS - 446 SQFT
 TILE - 82 SQFT
 TOTAL - 1,212 SQFT



③ SIDE ELEVATION
3/16" = 1'-0"

GLAZING CALCS - SIDE ELEVATION:

CLEAR GLAZING - 110 SQFT
SPANDREL GLASS - 46 SQFT
TOTAL - 156 SQFT

TOTAL BUILDING - 1,337 SQFT
GLAZING - 300/1,337 = 22%

MATERIAL CALCS - SIDE ELEVATION:

BRICK - 806 SQFT
COMPOSITE - 224 SQFT
STUCCO/EIFS - 88 SQFT
TILE - 63 SQFT
TOTAL - 1,181 SQFT

Rezoning Analysis

The applicable zoning regulations are Chapter 1130 – Amendments, Chapter 1171 – General Provisions, Chapter 1176 – Planned Commercial, Chapter 1181 – General Provisions, Chapter 1182 – Landscaping, and Chapter 1185 – Parking and Loading.

The applicant desires to rezone approximately 2.44 acres from General Office (O-1) to o Planned Commercial (PC) to construct a restaurant and convenience store with fueling pumps.

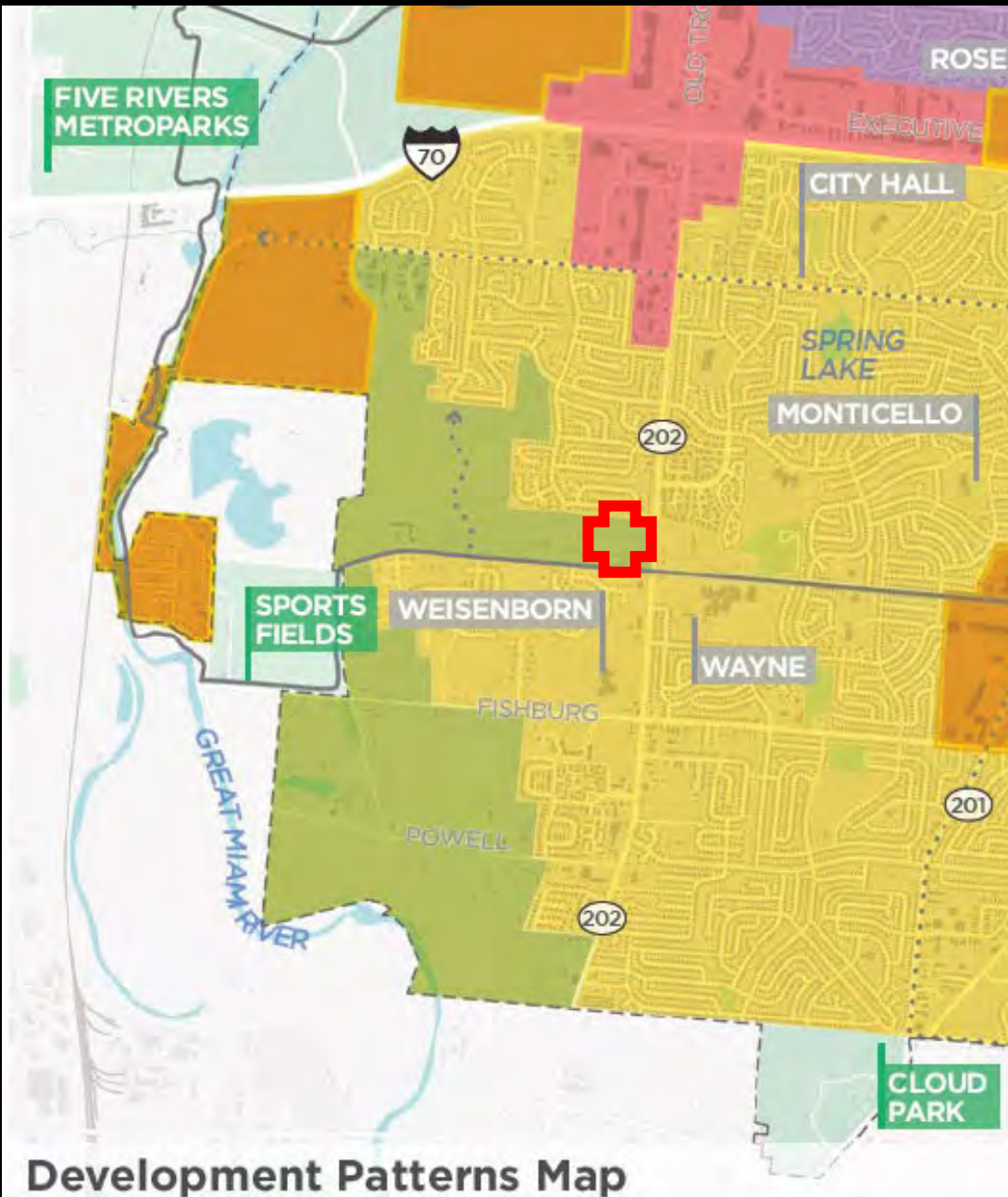
Rezoning Analysis

Conformance with Comprehensive Plan

The City's comprehensive plan indicates the site is within the Estates pattern area adjacent to the Southtown pattern area.

The Estates development pattern area recognizes that is area is where large-scale development is unlikely to occur and where large-lot residential development is appropriate.

This is particularly true on the west side of the pattern area where environmental constraints, such as flooding, limit the development potential.



ESSENTIAL ELEMENTS

- » Slow growth, large lot (1 acre plus) residential
- » Maintain and enhance semi-rural character with improvements to trail connectivity and intersection safety
- » Allow for incremental, contextually relevant non-residential uses and amenities

Development Patterns Map



Rezoning Analysis

Conformance with Comprehensive Plan

- The site is on the east edge of the pattern district, not subject to flooding.
- Given the location of this site and its context within the Estate pattern district, staff feels the rezoning from O-1 to PC is consistent with the comprehensive plan.

Basic Development Plan Analysis

The applicant proposes constructing a 5,915 SF convenience store and four-island fueling center. The applicant has submitted all necessary plans and studies for the Basic Development Plan review.

Conformance With Planned Commercial District Requirements:

Uses: Retail uses and filling stations are principally permitted in the district.

Development Standards:

- The site plan meets all parking and building setback and yard requirements.
- Nineteen street trees are required. The preliminary landscaping plan shows 19 street trees. However, due to grading issues and Chambersburg Road's planned widening, most of them are not near the sidewalk. During the Detailed Development plan review, staff will work with the applicant to place the required trees appropriately.

Basic Development Plan Analysis

- The lighting plan submitted with the application meets all requirements. The proposed fixture height is 20 feet, and the fixture types meet the code. The photometric analysis indicates no light trespasses across the property lines.
- The building design substantially meets the exterior material recommendation. Not including glazing, the building's entire exterior is 68% masonry. The front façade is 78% masonry and glazing. Approximately 28% of the exterior is a wood composite accent siding.
- All utilities are below ground.

Basic Development Plan Analysis

Parking and Loading:

- The applicant proposes 53 parking spaces, more than the code requires. Parking stall dimensions are 10' x 20', as required.

Landscaping:

- The plans appear to meet the landscaping requirements but will be verified when the detailed development plan is submitted.

Signs:

- A sign package was not submitted with the application and will be reviewed when the detailed development plan is submitted. The elevations indicate three wall signs, and the site plan indicates two monument signs.


Community Concerns



- Additional traffic on Chambersburg
- Semi-Trucks turning north onto Old Troy Pike due to hill.
 - Slope is 3.5%; ODOT recommended max is 6%
- Noise & light from the site

Distance from store to residential home	267'
Distance from store to residential lot line	165'
Distance from curb line to residential lot line	117'



Measure Distance ✕

 Planar ▾ Feet ▾

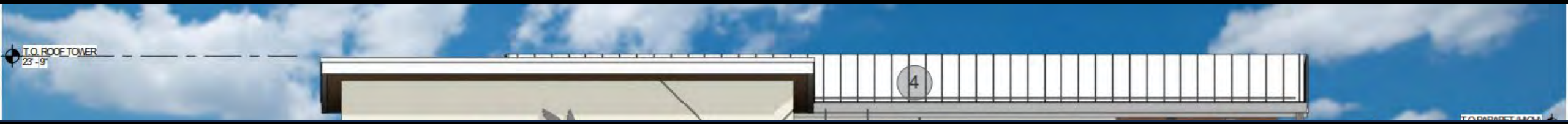
Result  

Distance

Segment (ft)	Path (ft)	Sum (ft)
267.43	267.43	267.43

Path Net Bearing: 95°
Path Net Distance: 267.23 ft
Path Net Elevation Change: -10.19 ft





Likely view from the west (without trees)

Staff recommends adding additional evergreen trees on west edge



Recommendation

Staff supports the partial rezoning from General Office (O-1) to Planned Commercial. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the rezoning and Basic Development Plan with the following conditions:

1. The applicant shall assess the health of the existing trees along the site's perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.

Recommendation

2. The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
3. Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.
4. Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
 - Vehicle sales, rental or service
 - Sweepstakes Cafes
 - Short-term lenders (pay-day lenders, loans against auto titles, etc.)
 - Dry cleaners
 - Outdoor sales and storage, unless approved by the Planning Commission

Planning Commission Action

Planning Commission recommended 5-0 to approve the rezoning and basic development plan.

AI-9386

Topics of Discussion G.

Council Work Session

Meeting Date: 08/08/2023

Case RP 23-18 - City Of Huber Heights - Vacate Thorngate Drive

Submitted By: Geri Hoskins

Department: Planning

Division: Planning

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/08/2023

Audio-Visual Needs: SmartBoard **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Case RP 23-18 - City Of Huber Heights - Vacate Thorngate Drive

Purpose and Background

The applicant, the City of Huber Heights, is requesting approval to vacate Thorngate Drive, north of Waynegate Road (Case RP 23-18). The remnants of the public right of way will be transferred to the adjacent property owners.

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

Staff Report

Decision Record

Drawing

Fire Assessment

Minutes

Ordinance

Memorandum

Staff Report for Meeting of July 11, 2023

To: Huber Heights City Planning Commission
From: Aaron K. Sorrell, City Planner
Date: July 5, 2023
Subject: Vacation of Public Right of Way
RP 23-18 (Thorngate Dr. north of Waynegate Rd.)

Department of Planning and Zoning

City of Huber Heights

APPLICANT/OWNER: City of Huber Heights – Applicant
DEVELOPMENT NAME: N/A
ADDRESS/LOCATION: Thorngate Drive, north of Waynegate Road.
ZONING/ACREAGE: Planned Residential (PR) / 0.14 Acres
EXISTING LAND USE: Right of Way stub
ZONING
ADJACENT LAND: North: PR
East: PR
West: PR
South: PR
REQUEST: The City of Huber Heights requests approval to vacate Thorngate Drive, north of Waynegate Rd. The remnants of the public right of way will be transferred to the adjacent property owners.
ORIGINAL APPROVAL: N/A
APPLICABLE HHCC: Chapter 1107, Ohio Revised Code 711.39
CORRESPONDENCE: In Favor – None Received
In Opposition – None Received.

Overview

The city is requesting approval to vacate Thorngate Drive, north of Waynegate Road. This is a stub street intended to connect to the subdivision to the north. The connection was never approved or completed, nor will it ever be constructed. As a result, this stub serves no municipal purpose, and has created drainage problems for the adjacent property owners.

Once the right of way is officially vacated and the road bed removed, the two parcels will be transferred to the adjacent property owners.

Applicable Subdivision Regulations

The applicable subdivision regulations for the plat are found in Chapter 1107 - Final Plat. The vacation of public right of way is governed by ORC 711.39 - Vacating Plat by Legislative Authority.

Vacating the public right of way requires approval by the platting commission (Planning Commission) and the Huber Heights City Council.

Staff Analysis

The vacation is being initiated by the City at the request of the adjacent property owners who have consistent flooding issues due to this stub. The stub serves no municipal function since the connection to the northern subdivision was never completed. The City is removing the road bed for the adjacent property owners.

Additional Comments:

Fire: The Fire Department has approved vacation and replat.

City Engineer: The engineer has approved vacation and replat.

Recommendation

Staff recommends approval of the Thornburg Drive Vacation as submitted.

Planning Commission Action

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

- 1) Recommend approval of the vacation and replat, with or without conditions.
- 2) Recommend denial vacation and replat.
- 3) Table the application to gather additional information.



Planning Commission Decision Record

WHEREAS, on June 22, 2023, the applicant, The City of Huber Heights, requested approval to vacate Thorngate Road north of Waynegate Road (Case RP 23-18), and;

WHEREAS, on July 11, 2023, 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.

Mr. Jeffries moved to approve the request by the applicant, The City of Huber Heights, for approval to vacate Thorngate Road north of Waynegate Road (Case RP 23-18) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, with the following conditions:

1. Approve as submitted.

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

Terry Walton, Chair
Planning Commission

Date

EXHIBIT THORNGATE ROAD VACATION

BEING A VACATION OF THORNGATE DRIVE
OF THE HERBERT C. HUBER PLAT NO. 58, SECTION 8 BY P.B. 103, PG. 2
LOCATED IN SECTION 30, TOWN 2, RANGE 8 M.Rs.
CITY OF HUBER HEIGHTS, MONTGOMERY COUNTY, OHIO

0.1400 ACRES

APRIL 28, 2023

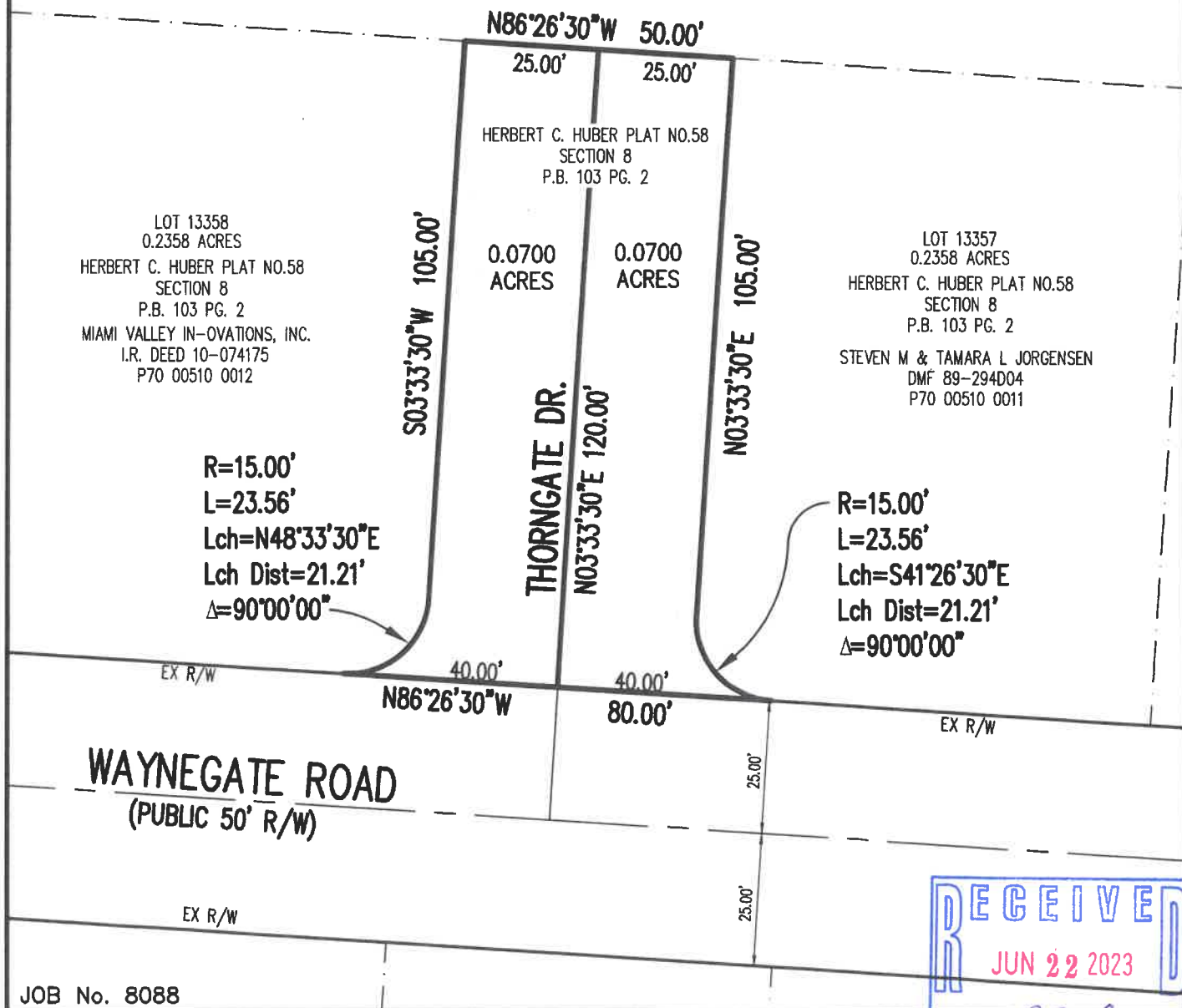
PREPARED BY:



VANATTAENGINEERING INC
570 Congress Park Dr • Dayton, OH 45459
Phone: 937.438.5650
Fax: 937.438.5645



1"=30'



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JUN 22 2023

By 23-18



Huber Heights Fire Division

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

Occupancy Name:	Replat		
Occupancy Address:	Thorngate Road		
Type of Permit:	HHP&D Site Plan		
Additional Permits:	Choose an item.		
Additional Permits:	Choose an item.		
MCBR BLD:	N/A	HH P&D:	
MCBR MEC:		HHFD Plan:	23-197
MCBR ELE:		HHFD Box:	
REVIEWER:	Susong	DATE:	7/5/2023

Fire Department Comments:

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

Plan submittal is approved as shown on drawing, dead end road vacation. Parcel to be split between adjoining homeowners.

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 2017 Ohio Fire Code**. Any omissions or errors on the plans or in this review do not relieve the applicant of complying with **ALL** applicable requirements of this code. These plans have been reviewed for compliance with the Ohio Fire Code adopted by this jurisdiction. There may be other regulations applicable under local, state, or federal statutes and codes, which this department has no authority to enforce and therefore have not been evaluated as part of this plan review.

**Planning Commission
July 11, 2023, Meeting
City of Huber Heights**

- I. Chair Terry Walton called the meeting to order at approximately 6:02 p.m.
- II. Present at the meeting: Mr. Cassity, Mr. Jeffries, Ms. Thomas, Ms. Vargo, and Mr. Walton.

Members absent: None.

Staff Present: Aaron K. Sorrell, Interim City Planner, and Geri Hoskins, Planning & Zoning Administrative Secretary.

III. Opening Remarks by the Chairman and Commissioners

None.

IV. Citizens Comments

None.

- V. **Swearing of Witnesses** Mr. Walton explained the proceedings of tonight's meeting and administered the sworn oath to all persons wishing to speak or give testimony regarding items on the agenda. All persons present responded in the affirmative.

VI. Pending Business

- 1. **TEXT AMENDMENT - The applicant, THE CITY OF HUBER HEIGHTS, is requesting approval of a text amendment pertaining to Chapter 1181.20 Building Materials for Dwellings (TA 23-14A).**

Mr. Sorrell stated that over the years, building materials have improved and builders utilize a range of materials to provide a mixture of building facades along a street, convey different design aesthetics, and control construction costs as prices of materials can vary depending on local and regional demand. This text amendment seeks to codify community expectations and provide reasonable flexibility for contemporary designs and modern material utilization.

Based on feedback from the Planning Commission this version has been revised for clarity and ease of administration.

Staff Analysis

Currently, there is a significant schism with exterior building material requirements between building in a straight zoned area (A, R-1, R-2, etc.) versus building on a lot in a Planned Residential areas. If a buyer seeks to construct a new single-story home or build a single-story addition in any district other than a PUD, they must fully wrap their single-story home in brick or masonry material. New two-story homes must have the first floor wrapped in brick or masonry material. The floors above can be any other material.

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Recent Planning Commission decisions have established a minimum masonry limit at approximately 25% of the front façade for single-family homes. Multi-family structures have ranged from 10% to 20% in recent years.

Staff is proposing the following standards:

Non-PUD Zoning:

- One-Story dwellings: 25% of the front façade
- Multi-Story dwellings: 25% of the first-floor front façade.

PUD Zoning:

- 1 & 2-family buildings: 25% of the front facades
- Multi-family and mixed-use buildings: 10% of the aggregate building wall surface.

These standards encourage the Planning Commission to consider the types, location and layouts of the buildings. Every development is different, and the Planning Commission should include those details. Specifically, the Planning Commission is encouraged to:

When establishing the requirements, the Planning Commission shall consider the types, location, and layout of the buildings to:

- (1) Encourage a mix of building facades and material usage and discourage monotonous building repetition.
- (2) Encourage higher percentages of full depth brick, cultured brick, stone, cultured stone, or other approved masonry product along the frontage of major public streets and thoroughfares.

Additional Comments:

Staff feels that these revised materials requirements for dwellings reflect the recent decisions of the Planning Commission and City Council and are a bridge from the previous masonry requirements to a constituent that desires a diverse architectural palate within the community.

Fire: No comments.

City Engineer: No comments.

Discussion on building in phases, each section held to standard, eliminate aggregated amount.

Action

Ms. Thomas moved to approve the request by the applicant THE CITY OF HUBER HEIGHTS, for approval of a Text Amendment pertaining to Chapter 1181.20 Building Materials for Dwellings (TZ 23-14A) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

VII. New Business

- 1. MINOR CHANGE - The applicant, KELLEY KOONS, is requesting approval of Minor Change to the Detailed Development Plan to construct a four-season enclosed patio. Property is located at 5420 Brandt Pike (MC 23-16).**

Mr. Sorrell stated that the applicant requests a minor change to the Detailed Development Plan to construct a 300 SF four-season enclosure on the north side of the existing building. The 30' by 10' structure will have overhead doors on each end of the building, and windows along the northern wall. The addition will be nearly 500' from Brandt Pike and barely visible due to its relatively small size.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1171 – General Provisions and Chapter 1174 -Planned Public and Private Buildings and Grounds District (PP).

Staff Analysis

Detailed Development Plan Analysis:

The applicant requests a minor change to the Detailed Development Plan to construct a 300 SF four-season enclosure on the north side of the existing building. The exterior of the addition is mostly windows on the north side, and one window and overhead door on each end.

Conformance With Planned Public and Private Buildings and Grounds District Requirements:

Uses: Fraternal organizations are a permitted use.

Development Standards:

- The addition meets all setback and yard requirements.
- No additional parking is necessary.

No other changes are being proposed by the applicant. The existing structure is just over 18,000 SF. This addition represents an enlargement of under 2% of the existing floor area. No other improvements are required by the zoning code.

Fire: No comments received.

City Engineer: No comments received.

Action

Mr. Jeffries moved to approve the request by the applicant KELLY KOONS, for approval of a Minor Change to the Detailed Development Plan (MC 23-16) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

2. REPLAT - The applicant, THE CITY OF HUBER HEIGHTS, is requesting approval to vacate Thorngate Road north of Waynegate Road (RP 23-18).

Mr. Sorrell stated that the city is requesting approval to vacate Thorngate Drive, north of Waynegate Road. This is a stub street intended to connect to the subdivision to the north. The connection was never approved or completed, nor will it ever be constructed. As a result, this stub serves no municipal purpose, and has created drainage problems for the adjacent property owners.

Once the right of way is officially vacated and the road bed removed, the two parcels will be transferred to the adjacent property owners.

Applicable Subdivision Regulations

The applicable subdivision regulations for the plat are found in Chapter 1107 - Final Plat. The vacation of public right of way is governed by ORC 711.39 - Vacating Plat by Legislative Authority.

Vacating the public right of way requires approval by the platting commission (Planning Commission) and the Huber Heights City Council.

Staff Analysis

The vacation is being initiated by the City at the request of the adjacent property owners who have consistent flooding issues due to this stub. The stub serves no municipal function since the connection to the northern subdivision was never completed. The City is removing the road bed for the adjacent property owners.

Additional Comments:

Fire: The Fire Department has approved vacation and replat.

City Engineer: The engineer has approved vacation and replat.

Discussion on changing the deeds, fully restored.

Action

Mr. Jeffries moved to approve the request by the applicant THE CITY OF HUBER HEIGHTS, for approval to vacate Thorngate Road north of Waynegate Road (RP 23-18) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

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3. DETAILED DEVELOPMENT PLAN - The applicant, METROPOLITAN HOLDINGS LTD, is requesting approval of a Detailed Development Plan for an apartment project. Property is located at Executive Boulevard across the street from the Rose Music Center (DDP 23-19).

Mr. Sorrell stated the applicant requests Detailed Development Plan approval to facilitate the construction of 312 residential units (1- and 2-bedroom apartments) on approximately 21.3 acres.

The Planning Commission recommended approval of a rezoning and basic development plan on February 14, 2023. The Huber Heights City Council approved the rezoning and basic development plan on April 11, 2023.

Applicable Zoning Regulations

The applicable zoning regulations are Chapter 1130 – Amendments, Chapter 1171 – General Provisions, Chapter 1179 – Planned Mixed Use, Chapter 1181 – General Provisions.

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

Staff Analysis

The approved rezoning and Basic Development Plan ordinance has the following relevant conditions:

1. The Basic Development and Zoning Regulations shall be those submitted with the application dated January 30, 2023.
2. The northern property buffering requirements shall be determined during the Detailed Development Plan review.

Conformance with the approved conditions of the BDP:

1. **The Basic Development and Zoning Regulations shall be those submitted with the application dated January 30, 2023.**

The development regulations that were submitted with the Basic Development Plan will be recorded as part of the detailed development plan approval. The Project Zoning and Design Standards are attached for reference.

The submitted detailed development plan substantially conforms to these requirements.

Setbacks

Minimum Requirements	As indicated on the DDP	Conforming (Y/N)
Front yard: 20 feet	25 feet	Y
Rear yard: 25 feet	25 feet	Y
East Side yard: 25 feet	25 feet	Y
West Side yard: 25 feet	20 feet	N*

*The applicant has indicated that this is an error and will be submitting corrected plans.

Signage

The DDP indicates two (2) internal illuminated wall signs on the clubhouse building. The two wall signs total 75 square feet.

Two non-illuminated entrance columns (monument signs) are proposed. The columns are 6 feet high and just under 4 feet wide. The signage graphic affixed to each column is approximately 3.5 square feet.

Staff feels the signs are appropriately located and well designed to showcase the music branding of apartment complex.

Architecture and Site Standards

The detailed development plan appears to satisfy the building material requirements outlined in the Project Zoning and Design Standards. The residential buildings are mixture of stone, cement panels, and lap and batten siding. The buildings facing Executive Boulevard including the clubhouse have extensive stone and masonry elements.

Additionally, the applicant is proposing a significant amenity package for residents including pool, outdoor kitchen and gathering areas.

Landscaping

The landscaping plan is substantially compliant to the standards outlined in the Project Zoning and Design Standards. This includes street tree, perimeter and interior landscaping, and open space requirements. Sheets L1 and L2 illustrate the proposed landscaping plan.

Lighting

The lighting plan indicates pedestrian scale decorative poles and fixtures will be used the parking areas and travel lanes. The decorative fixtures are mounted on 12-foot poles. The lighting standards limit light trespass to no more the 0.5 foot-candle. However, the photometric plan indicates areas of illumination on the north property line which exceeds this standard. As a condition of approval, the applicant shall shield the perimeter fixtures adjacent to the north property line.

Street and Transportation Standards

The detailed development plan complies with the street and transportation standards outlined in the Project Zoning and Design Standards.

The only significant change is the multi-use path along Executive Boulevard. The basic development plan indicated a 10-foot path. After discussions between the applicant and staff, the path has been reduced to eight (8) feet. This was done to better accommodate decorative street lighting that is being planned for Executive Boulevard. The width of the path matches the width of the path in front of the Rose.

- 2. The northern property buffering requirements shall be determined during the Detailed Development Plan review.**

How the project is buffered from the northern neighborhood was a significant discussion topic and particular concern to the adjacent neighbors. Staff encouraged the development team to survey the treeline to determine which

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mature trees are healthy and should remain, and to cluster landscaping between the garages to further reduce visual and noise impacts. Additionally, specific grading requirements and their impacts to the treeline was unknown at the point of basic development plan approval.

Surprisingly, only eight trees within the 25-foot setback must be removed. They are clustered in the areas where two retaining walls must be constructed to achieve the grading required for the parking areas and garages. No trees along the property line are indicated to be removed. Sheet C201 and C202 illustrate the planned removals. Sheet C501 and C502 illustrate the grading limits and location of the retaining walls.

To mitigate the loss of the trees and increase buffering, the applicant is proposing substantial landscaping along the northern property line. Sheet L2 and L2.1 There is a dense mixture of evergreen and deciduous trees planned. The evergreens will be 6 feet at planting, and the various deciduous trees will have a 3-inch diameter. These are substantially larger than typically planted.

Staff feels the northern property line is adequately buffered between the existing trees remaining and the substantial amount of new plantings.

Staff Analysis

The DDP application substantially conforms with the Basic Development Plan ordinance approved by the City Council. Additionally, the DDP generally conforms to all relevant zoning regulations, including landscaping, lighting, parking, architectural standards and signs.

Additional Comments:

Fire: See Attached.

City Engineer: No comments received.

Discussion on parking compared to Parkview, fire issues, 9 ft. parking spaces, another lane on south side of Executive, 8 ft sidewalks, font for sign, what name means, tree survey, retaining walls, 1 phase.

Ryan Young, Jamie Oberschlake,

Pat Dyer, resident, asked about retaining wall, between buildings and garages, dumpsters, maintenance, how long building will take.

Annamarie Norgrove, resident, asked about tree lines and when construction will start.

Melissa Cleary, resident, said the name was really cool and it's a great idea.

Action

Ms. Vargo moved to approve the request by the applicant METROPOLITAN HOLDINGS LTD, for approval of a Detailed Development Plan for a proposed new 312 unit apartment project. Property is located across the street from the Rose Music Center (DDP 23-19) in accordance with the recommendation of Staff's Memorandum dated July 6, 2023, and the Planning Commission Decision Record attached thereto.

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

- 4. BASIC DEVELOPMENT PLAN - The applicant, BP-OTP, LLC, is requesting approval of a Rezoning from O1 to PC, and a Basic Development Plan for a gas station convenience mart with fueling pumps. Property is located at 4949 Chambersburg Road (BDP 23-17).**

Mr. Sorrell stated that the applicant seeks to construct a new 5,915 SF Wawa convenience store with eight fueling pumps at the corner of Old Troy Pike and Chambersburg Road. Wawa is entering the Dayton area market, and this will be its first Huber Heights store.

The proposed store will sit on 5.41 acres, of which approximately three (3) acres are zoned Planned Commercial and approximately 2.4 acres are zoned O-1. Convenience stores and fueling stations are permitted in the Planned Commercial District but not the O-1. Thus, a replat and rezoning are included in the Basic Development Plan application.

Nearby commercial and retail uses at this intersection include Walgreens on the southwest corner; KeyBank on the northeast corner; and Speedway at the southeast corner.

Site Characteristics

Approximately half the site is currently developed as a single-family house in a densely wooded and landscaped lot. The other half is wooded, undeveloped land. There is a steep grade change with the plateau of the site approximately 30 feet above the Chambersburg / OTP intersection. The grade change between the road and the site becomes less dramatic as one travels east on Chambersburg and north on Old Troy Pike.

While the proposed store is located in the general clearing of the lot, grading will be required to develop the building pad, parking area, fueling bays and access drives. However, it does appear that grading will end approximately 80 feet from the east property line and have no impact on the home north of the site.

The site has access to all necessary utilities. Additionally, the applicant will dedicate the required right-of-way for the planned Chambersburg widening and multi-use path.

Applicable Zoning Regulations

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

Chapter 1171.05 - Contents of basic development plan, states:

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

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

Chapter 1171.06 - General standards for approval, states:

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

- (a) Is consistent with official thoroughfare plan, comprehensive development plan and other applicable plans and policies;
- (b) Could be substantially completed within the period of time specified in the schedule of development submitted by the developer;
- (c) Is accessible from public roads that are adequate to carry the traffic that shall be imposed upon them by the proposed development. Further, the streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development;
- (d) Shall not impose an undue burden on public services such as utilities, fire and police protection, and schools;
- (e) Contains such proposed covenants, easements and other provisions relating to the proposed development standards as may reasonably be required for the public health, safety and welfare;
- (f) Shall be landscaped or otherwise improved and the location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible

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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 rezoning request and elements of the Basic Development Plan and standards for approval.

Rezoning Analysis:

The applicant requests the rezoning of approximately 2.44 acres from O-1 General Office to Planned Commercial (PC).

Conformance with Comprehensive Plan

The City's comprehensive plan indicates the site is within the Estates pattern area adjacent to the Southtown pattern area. The Estates development pattern area recognizes that this area is where large-scale development is unlikely to occur and where large-lot residential development is appropriate. This is particularly true on the west side of the pattern area where environmental constraints, such as flooding, limit the development potential.

However, that is not to say the area is determined to be exclusively residential. One of the key elements within the Estates development pattern area is to "allow for incremental, contextually relevant non-residential uses and amenities." This site is on the east edge of the pattern district, not subject to flooding and at the intersection of two major roadways. Additionally, all necessary utilities are available.

Given the location of this site and its context within the Estate pattern district, staff feels the rezoning from O-1 to PC is consistent with the comprehensive plan.

Basic Development Plan Analysis:

The applicant proposes constructing a 5,915 SF convenience store and four-island fueling center. The applicant has submitted all necessary plans and studies for the Basic Development Plan review.

Conformance With Planned Commercial District Requirements:

Uses: Retail uses and filling stations are principally permitted in the district.

Development Standards:

- The site plan meets all parking and building setback and yard requirements.
- Nineteen street trees are required. The preliminary landscaping plan shows 19 street trees. However, due to grading issues and Chambersburg Road's planned widening, most of them are not near the sidewalk. During the Detailed Development plan review, staff will work with the applicant to place the required trees appropriately.
- The lighting plan submitted with the application meets all requirements. The proposed fixture height is 20 feet, and the fixture types meet the code. The photometric analysis indicates no light trespasses across the property lines.
- The building design substantially meets the exterior material recommendation. Not including glazing, the building's entire exterior is 68% masonry. The front façade is 78% masonry and glazing. Approximately 28% of the exterior is a wood composite accent siding.
- All utilities are below ground.

Parking and Loading:

- The applicant proposes 53 parking spaces, more than the code requires. Parking stall dimensions are 10' x 20', as required.

Landscaping:

- The plans appear to meet the landscaping requirements but will be verified when the detailed development plan is submitted.

Signs:

- A sign package was not submitted with the application and will be reviewed when the detailed development plan is submitted. The elevations indicate three wall signs, and the site plan indicates two monument signs.

Conformance with General Standards of Approval:

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

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

It is the staff's opinion that the proposal is consistent with the comprehensive plan and thoroughfare plan. The site is located at the intersection of arterial and collector streets.

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

While no development schedule has been submitted, the applicant has stated to staff that they will initiate construction shortly after all plans are approved by the City and County. There are no concerns on the part of staff that the applicant would have difficulty financing and constructing the project in a reasonable time.

(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;

It is important to note that the traffic counts were taken when school was in session, and they represent an accurate assessment of the existing peak traffic volume. The traffic study estimates there will be 541 AM and 467 PM weekday peak hour trips.

This store's net new peak hour trips are estimated at 129 AM and 1179 PM. It's important to note that the study estimates that 76% of those trips are pass-by, meaning those vehicles are on the road regardless of whether the Wawa development is constructed.

The traffic study indicates that no drop-down lanes are necessary. The applicant is required to dedicate additional ROW along Chambersburg Road to facilitate the construction of a future roadway widening.

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

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

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

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

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

The staff believes the site plan is generally well arranged, and internal circulation is efficient and compatible with the intended use. Pedestrian connections between the streets and the store are provided. The landscaping requirements will be reviewed with the Detailed Development application.

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(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 site will retain a significant amount of wooded area to the west and north. Additionally, the existing decorative retaining wall will remain.

(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;

As discussed, the site has significant topographic features. The grading plan illustrates significant grading on the site's west, south and northeast edges. The grading should not impact the properties west or north of the site since there is an adequate buffer between the property lines and the extent of the grading activities. The applicant is grading to a 3:1 slope and providing vegetative ground cover, which will limit erosion.

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

All utilities will be placed underground.

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

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

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

All proposed uses are consistent with the Planned Commercial district zoning being requested as part of this application. The traffic study does not indicate that this development will generate excessive traffic.

(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.

The staff believes the rezoning is consistent with the comprehensive plan and will not adversely affect surrounding properties.

Additional Comments:

Fire: See attached.

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City Engineer: The engineer has reviewed the site plan and requested additional right of way along Old Troy Pike and Chambersburg Road. The applicant has indicated that they will revise their plans accordingly.

Recommendation

Staff supports the partial rezoning from General Office (O-1) to Planned Commercial. It is the staff's opinion that the requirements of Section 1171.06 can be met, and recommends approval of the rezoning and Basic Development Plan with the following conditions:

- The applicant shall assess the health of the existing trees along the site's perimeter that will be incorporated into the landscaping plan. Healthy trees shall be identified and incorporated into the landscaping plan as appropriate, subject to approval as part of the Detailed Development Plan. The applicant shall also develop a plan to protect key trees during construction, subject to staff approval.
- The applicant shall work with staff to determine the final street tree placement during the Detailed Development Plan phase.
- Signs shall conform with Chapter 1189, unless otherwise approved in the Detailed Development Plan by the Planning Commission.
- Permitted uses shall be those listed as permitted uses in Section 1176.01, except the following are prohibited:
 - Vehicle sales, rental or service
 - Sweepstakes Cafes
 - Short-term lenders (pay-day lenders, loans against auto titles, etc.)
 - Dry cleaners
 - Outdoor sales and storage, unless approved by the Planning Commission
- The applicant shall submit a revised Basic Development Plan indicating the corrected ROW dedication along Old Troy Pike and Chambersburg Road, as the City engineer requires.

Discussion on sidewalk width, undeveloped half of site, left turn onto Troy, traffic coming south, Chambersburg design timeline, 3-1 slope, full shielding on West side, traffic lane on Troy Pike, retaining wall, 19 ft. drop, bike racks, lower the crest on Chambersburg.

Patrick O'Leary, Eric Williams, Patrick Warnemont, Adam Malonjao, Jason Waite, Ryan Vickers.

Action

Ms. Thomas moved to approve the request by the applicant BP-OPT, LLC, for approval of a Rezoning from O1 to PC, and a Basic Development Plan for a gas station convenience mart with fueling pumps (BDP 23-17) in accordance with the recommendation of Staff's Memorandum dated July 5, 2023, and the Planning Commission Decision Record attached thereto.

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

VIII. Additional Business

None.

IX. Approval of the Minutes

Without objection, the minutes of the June 13, 2023, Planning Commission meeting are approved.

X. Reports and Calendar Review

Mr. Sorrell stated Flying Ace, Huber Health Center, and Technology and Artz Road.

XI. Upcoming Meetings

August 15, 2023
September 12, 2023

XII. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at approximately 8:40 p.m.

Terry Walton, Chair

Date

Geri Hoskins, Administrative Secretary

Date

CITY OF HUBER HEIGHTS
STATE OF OHIO

ORDINANCE NO. 2023-O-

TO APPROVE VACATING THORNGATE DRIVE, NORTH OF WAYNEGATE ROAD, TO TRANSFER THE REMNANTS OF THE PUBLIC RIGHT OF WAY TO THE ADJACENT PROPERTY OWNERS, AND TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION (CASE RP 23-18).

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 RP 23-18 and on July 11, 2023, recommended approval by a vote of 5-0 of the Replat; and

WHEREAS, the City Council has considered the issue.

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

Section 1. The application requesting approval of vacating Thorngate Drive, north of Waynegate Road, (Case RP 23-18) is hereby approved in accordance with the Planning Commission's recommendation.

Section 2. It is hereby found and 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 of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

Passed by Council on the _____ day of _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

RP 23-18
Thorngate Drive Replat

Vacation of Public Right of Way

August 8, 2023

Application:

- The City of Huber Heights requests approval to vacate Thorngate Drive, north of Waynegate Rd. The remnants of the public right of way will be transferred to the adjacent property owners.

Applicable Regulations:

- Vacating the public right of way requires approval by the platting commission (Planning Commission) and the Huber Heights City Council.

OLDE PARK DR

PR

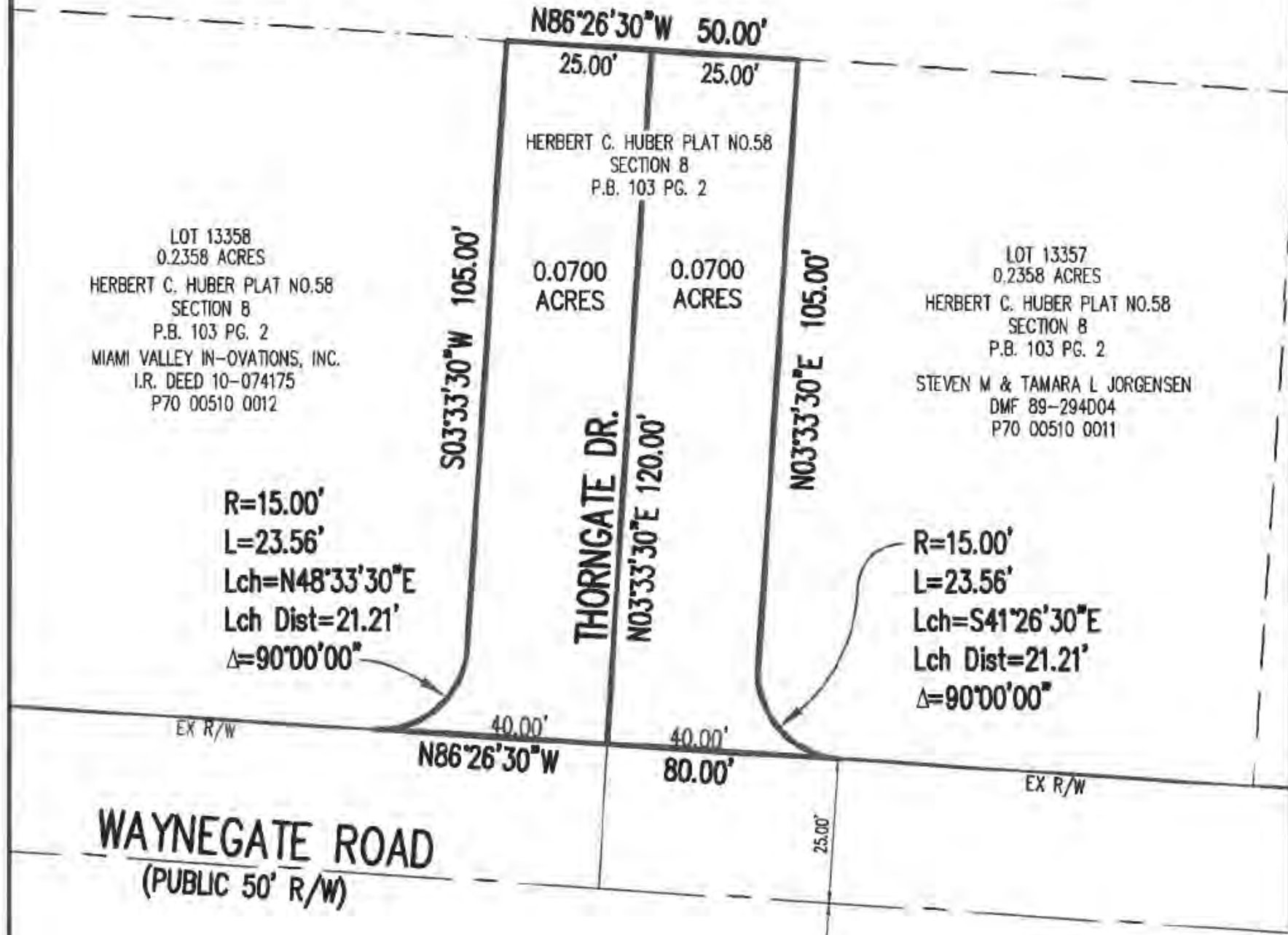
THORNGATE DR

ROW WAYNEGATE RD

MEADOWGATE CT

AUTUMNGATE LN





N86°26'30"W 50.00'

25.00' 25.00'

HERBERT C. HUBER PLAT NO.58
SECTION 8
P.B. 103 PG. 2

0.0700
ACRES

0.0700
ACRES

LOT 13357
0.2358 ACRES

HERBERT C. HUBER PLAT NO.58
SECTION 8
P.B. 103 PG. 2

STEVEN M & TAMARA L JORGENSEN
DMF 89-294D04
P70 00510 0011

LOT 13358
0.2358 ACRES
HERBERT C. HUBER PLAT NO.58
SECTION 8
P.B. 103 PG. 2
MIAMI VALLEY IN-OVATIONS, INC.
I.R. DEED 10-074175
P70 00510 0012

S03°33'30"W 105.00'

THORNGATE DR.

N03°33'30"E 120.00'

N03°33'30"E 105.00'

R=15.00'
L=23.56'
Lch=N48°33'30"E
Lch Dist=21.21'
Δ=90°00'00"

R=15.00'
L=23.56'
Lch=S41°26'30"E
Lch Dist=21.21'
Δ=90°00'00"

EX R/W

40.00'
N86°26'30"W

40.00'
80.00'

EX R/W

WAYNEGATE ROAD
(PUBLIC 50' R/W)

25.00'

Staff Analysis and Recommendation:

- The vacation is being initiated by the City at the request of the adjacent property owners who have consistent flooding issues. The stub serves no municipal function since the connection to the northern subdivision was never completed.
- Planning Commission voted 5-0 to recommend approval.

AI-9397

Topics of Discussion H.

Council Work Session

Meeting Date: 08/08/2023

Fishburg Road Widening Project - Solicit Bids

Submitted By: Hanane Eisentraut

Department: Engineering

Division: Engineering

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 07/18/2023 and 08/08/2023

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

Fishburg Road Widening Project - Solicit Bids

Purpose and Background

This legislation will allow the City Manager to solicit bids for the Fishburg Road Widening Project. The south side of Fishburg Road will be widened from Old Troy Pike to Tomberg Street to make the road three lanes wide to match the rest of Fishburg Road from Old Troy Pike to Brandt Pike. The City has applied through the Ohio Public Works Commission and has received Issue II funding for the construction of this project. 49.9% of the cost will be reimbursed from the grant. The Capital Issue II Fund will be utilized to cover the City's local share of the cost. A revised proposal sheet has been included in the attachments.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

Recurring Cost? (Yes/No): No

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

Financial Implications:

Attachments

Map

Request For Proposal

Proposal

Resolution

Untitled Map

Write a description for your map.



Legend

OLD TROY PIKE

FISHBURG ROAD

TOMBE PG STREET

Google Earth

© 2022 Google



800 ft



City of Huber Heights
6131 Taylorsville Rd.
Huber Heights, OH 45424

937.233.1423
937.233.1272 fax

www.hhoh.org

REQUEST FOR BID PROPOSALS INSTRUCTIONS RFP 23-008-ENG

City of Huber Heights Fishburg Road Widening






The City of Huber Heights, a municipal corporation, is seeking bid proposals for the FISHBURG ROAD WIDENING project that consists of widening the south side of Fishburg from Old Troy Pike to Tomberg Street to make the road three lanes wide. The work includes the installation of new curb and gutter, storm sewer, curb ramps, and drive aprons.

A complete bid package can be obtained from the offices of the City of Huber Heights 6131 Taylorsville Road, Huber Heights, Ohio 45424.

Attached to this RFP are the listed Instructions for Bidders in the first seven (7) pages of this document. All potential bidders must thoroughly review and certify their understanding of the Instructions and this RFP process.



GENERAL INSTRUCTIONS TO BIDDERS






For the purposes of this Document, the terms “Bid” and Proposal” have the same meaning, and the terms “Bidder, Offeror, Contractor, Vendor” are intended to mean the company or firm who is the respondent Bidder for this RFP.

-  The following instructions are to be considered an integral part of this proposal. The person signing the bid/proposal form must initial any changes or corrections made to this proposal.
-  No proposal may be withdrawn or modified in any way after the bid/proposal-opening deadline. **Quotes must remain valid for ninety (90) days after the quote date.** Quotes submitted with a less than ninety (90) day validity will be found non-responsive and will not be considered.
-  Bids/Proposals will be received no later than September 1, 2023 at 11:00 A.M at the City of Huber Heights 6131 Taylorsville Rd. Huber Heights, Ohio 45424 at which time they will be opened and publicly read aloud. Bids/proposals received after the above date and time, or in any other location other than the City of Huber Heights City Hall as noted above will not be considered.
-  If descriptive literature is attached to the bid/proposal, bidder’s name must appear on all sheets.
-  **Communication:** If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidder’s responsibility to seek clarification immediately from the City of Huber Heights **No later than close of business on August 28, 2023** unless otherwise stated in the documents.

All questions shall be submitted in writing or via e-mail to the attention of Hanane Eisentraut at heisentraut@hhoh.org If mailed, the address is as follows: City of Huber Heights ATTN: RFP 23-008-ENG, 6131 Taylorsville Rd., Huber Heights, OH 45424.






Under no circumstances should respondents contact City personnel or officials outside of the opportunity provided herein.

-  **Proprietary Information:** Any information contained in the RFP response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The City cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential only to the extent allowed by Public Records Laws of Ohio.
-  Any variation from the specifications must be clearly stated by the bidder in writing and submitted with his/her proposal.

-  The apparent silence of any specifications or any supplement specifications to any details or the omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of first quality. All interpretations of this specification shall be made upon the basis of this statement.
-  Section 171.04 of the Codified Ordinances of Huber Heights provides for a process and description for opening, tabulating and awarding responses to RFP/bids as stated in reference:
- (a) In the case of sealed competitive bids, the bids shall be opened and tabulated publicly by the Purchasing Agent. An investigation of the responsibility of the bidders and the responsiveness of the bid shall be made as the Purchasing Agent deems necessary. The Purchasing Agent shall determine the lowest and best bid. The Purchasing Agent may reject all bids if the Purchasing Agent determines that it is in the best interest of the City to do so.*
-  The City of Huber Heights reserves the right to accept, reject or waive any irregularities in the proposal and/or any and all bids received for the work contemplated herein and to accept or reject any or all proposals and/or bids. The proposal and/or bids will be compared on the basis of the total cost of the project and the award will be made to the lowest and best bidder (or bidders), provided the proposal and/or bid is reasonable and is in the best interest of the City (owner) to accept. In determining the lowest and best bid the City (owner), in its sole discretion, may consider factors, including but not limited to, the bidder's work history, (including work done under other names), experience, conduct and performance on previous contracts, management skills, ability to execute the contract properly, customer satisfaction, work on comparable projects, ability to timely complete the work in accordance with the contract documents, the Bidder's financial condition and facilities, and the Bidder's compliance with federal, state, and local laws, rules, and regulations, (including but not limited to the Prevailing Wage Laws, Occupational Safety and Health Act, and the State of Ohio's Equal Employment Opportunity Commission requirements, as may be applicable).
-  The City desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualifying a bid. Each bidder shall state a definite time and avoid using terms such as "ASAP" or "approximately so many days".
-  Bidder shall submit a BID GUARANTY in the form of either:
- a. A bond in the amount of TEN PERCENT (10%) of the bid, or
 - b. A certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, in the amount of TEN PERCENT (10%) of the bid.

The successful bidder must replace the bid guaranty with a one hundred percent

(100%) Performance bond upon award of the bid.

-  Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.
-  **References:** Contractor must provide references of customers with successful implementations of similar size and scope with work performed within the past five (5) years. Please include name, address, contact and phone number. If sub-contractors or business partners will be used in conjunction with the installation or maintenance of this project, please provide references as stipulated above.
References should be included in bid documents
-  **Inspection:** It is understood within this agreement that any problems such as equipment failure, unspecified maintenance, lack of performance and any other conditions outlined in the scope of service not performed by the Contractor will be under immediate review by the City of Huber Heights.
-  **License and Permits:** It shall be the responsibility of the successful bidder to obtain all licenses and permits IF NECESSARY to perform this service at no additional cost to the City of Huber Heights. **NO CITY PERMITS WILL BE REQUIRED.**
-  **Timeline:** Provide an estimated, standard timeline for installation, implementation and creative design services. **Timeline should be included in bid documents.**

RFP Checklist:

Please review and check off these 7 most important items to consider when responding to an RFP for the City of Huber Heights:

	<p>Read the <u>entire</u> document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).</p>
	<p>Note the procedures for communication with the City during the RFP process. All communication during the RFP process must be by E-Mail or phone. Contractors should not contact City personnel or officials outside of the opportunity provided in the document.</p>
	<p>Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.</p>
	<p>Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or the evaluating staff will know what your company capabilities are or what items/services you can provide, even if you have</p>



	previously contracted with the City of Huber Heights. The proposals are evaluated based solely on the information and materials provided in your response.
	Use the forms provided, if any. e.g., bidders submittal page, reference forms, attachment forms, etc.
	Before submitting your response, check the City's website at: www.hhoh.org to see whether any addenda were issued for the RFP.
	Submit your response on time. Note all the dates and times listed and be sure to submit all required items on time. Late proposal responses are never accepted.

Please Note:

All potential contractors are strongly urged to submit supporting documentation as to their qualifications to perform the Scope of Work.

If additional comments or conditions are desired, please attach a separate sheet providing details.

Certification:

The undersigned on the Bid Proposal certifies that the Instructions to Bidder has been carefully examined, is thoroughly familiar with the terms and specifications applicable to and made part of this Request for Proposal, and understands and is capable of meeting the provisions within to the quality, type and grade of work requested. The undersigned further certifies the prices shown in the schedule of items contained within the Proposal/Bid are in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the bid.

 Signature

 Date

 Print Name

 Title

 Email Address

 Phone

 Company Name

**City of Huber Heights Request for Proposals
RFP 23-008-ENG**

Advertised as: Fishburg Road Widening

Release Date: 08-18-23

Closing Date: 09-01-23

1. General Information

- 1.1. The City of Huber Heights invites qualified contractors to submit proposals for the FISHBURG ROAD WIDENING project 23-008-ENG. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposals." The Contract that will result from this "Request for Proposals" will include what is indicated in Section 4 "Scope of Work" of this RFP.
- 1.2. A City Review and Selection Committee will evaluate the proposals submitted.
- 1.3. During evaluation, the City Review and Selection Committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from the Offeror, or to allow corrections of errors or omissions.
- 1.4. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant contract between the City of Huber Heights and the Contractor selected.
- 1.5. There is no expressed or implied intent or obligation for the City of Huber Heights to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses in response to this Request for Proposals.
- 1.6. The City of Huber Heights shall reserve the right to terminate any agreement resultant from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

2. Contact Person/Communication

- 2.1. Until the receipt and opening of proposals, the proposers' principal contact with the City of Huber Heights will be as listed below. All questions are to be submitted to:

Hanane Eisentraut
City of Huber Heights
Engineering Division
6131 Taylorsville Rd.
Huber Heights, Ohio 45424
937-237-5811
Email: heisentraut@hhoh.org

2.2. All contacts and communication regarding the proposal should be with the above named individual only.

3. Scope of Work

This project consists of widening the south side of Fishburg from Old Troy Pike to Tomberg Street to make the road three lanes wide. The work includes the installation of new curb and gutter, storm sewer, curb ramps, and drive aprons.

4. Evaluation of Proposals and Required Information

4.1. Proposals submitted will be evaluated by City Staff. Review and Selection Committee.

4.2. The City reserves the right to retain all proposals submitted and use an idea in a proposal regardless of whether or not said proposal is selected.

5. Right to Reject Proposals

5.1. Submission of proposals indicates acceptance by the Offering Firm of the Conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the subsequent Agreement between the City of Huber Heights and the selected firm.

5.2. The City of Huber Heights reserves the right to reject any or all proposals and to award to the proposer the City determines to be most qualified and whose award of the contract will be in the best interests of the City.

5.3. Late proposals will not be accepted. Offerors are held responsible that their proposals arrive at the City of Huber Heights on or before the designated date and time.

6. Withdrawal of Proposals

6.1. Requests to withdraw proposals received after the date and time set for bid opening will not be considered. Only requests to withdraw proposals prior to that date and time will be considered.

7. Contract Termination

7.1. The City of Huber Heights reserves the right to terminate any subsequent Agreement or Contract as a result of this RFP if the Contractor does not perform as required by the Terms and Conditions therein.

*** END OF DOCUMENT ***



FISHBURG ROAD WIDENING

PROPOSAL

The CITY of Huber Heights is requesting that contractors fill out this proposal indicating the cost needed to complete this project by December 31, 2023 (Columns 6 and 7) and/or the cost needed to complete this project by June 30, 2024 (Columns 8 and 9). The City reserves the right to award this project to the lowest bidder or the fastest bidder.

To: The City of Huber Heights

The undersigned, having full knowledge of the site, plans and specifications for the Fishburg Road Widening hereby agrees to furnish all services, labor, materials, and equipment necessary to complete the entire project according to the plans, specifications and completion dates, and to accept the unit prices below for each item as full compensation for the work performed in this proposal.

					Column 6	Column 7	Column 8	Column 9
<u>Ref. No.</u>	<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost (Project to be completed by December 31, 2023)</u>	<u>Item Cost (Project to be completed by December 31, 2023)</u>	<u>Unit Cost (Project to be completed by June 30, 2024)</u>	<u>Item Cost (Project to be completed by June 30, 2024)</u>
<u>ROADWAY</u>								
1	201	Clearing and Grubbing	1.00	L.S				
2	201	Tree Removed, 18"	2.00	EA				
3	201	Tree Removed, 30"	1.00	EA				
4	202	Pavement Removed	736.00	S.Y				
5	202	Walk Removed	184.00	L.F				
6	202	Curb & Gutter Removed	486.00	L.F				
7	202	Pipe Removed, 24" and Under	483.00	L.F				
8	202	Catch Basin Removed	3.00	EA				
9	202	Fence Removed	118.00	LF				
10	202	Gate Removed	2.00	EA				

EROSION CONTROL

26	832	Storm Water Pollution Control Plan	1.00	L.S
27	832	Erosion Control	1000.00	EA

Proposal - Fishburg Road Widening
Page 3

				Unit Cost Project to be completed by December 31, 2023	Item Cost Project to be completed by December 31, 2023	Unit Cost Project to be completed by June 30, 2024	Item Cost Project to be completed by June 30, 2024
<u>DRAINAGE</u>							
28	611	6" Conduit, Type B, for Drainage Connection	50.00	L.F			
29	611	6" Conduit, Type C, for Drainage Connection	50.00	L.F			
30	611	6" Conduit, Type F, for Drainage Connection	50.00	L.F			
31	611	8" Conduit, Type E, 707.42 (ADS N-12)	8.00	L.F			
32	611	12" Conduit, Type B	643.00	L.F			
33	611	Catch Basin, NO 3A	7.00	EA			
34	611	Catch Basin, NO 2-2B	6.00	EA			
35	611	Catch Basin Adjusted to Grade	1.00	EA			
36	611	Manhole, NO. 3	1.00	EA			
37	611	Manhole, NO. 3, Modified, As Per Plan	2.00	EA			
38	611	Manhole, Adjusted to Grade Grade	1.00	EA			
<u>PAVEMENT</u>							
39	304	Aggregate Base	216.00	C.Y			

COMPANY

SIGNED

ADDRESS

DATE

PHONE #

E-MAIL

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE CITY MANAGER TO SOLICIT, ADVERTISE, AND RECEIVE BIDS FROM QUALIFIED FIRMS FOR THE CONSTRUCTION OF THE FISHBURG ROAD IMPROVEMENT PROJECT.

WHEREAS, the City of Huber Heights has applied to the Ohio Public Works Commission and has received Issue II funding for the construction of the Fishburg Road Improvement Project; and

WHEREAS, engineering plans, specifications and cost estimates have been completed by Brumbaugh Engineering; and

WHEREAS, Council has determined to proceed with this project including the installation of curb and gutter, handicap ramps, storm sewer and pavement.

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

Section 1. The City Manager is hereby authorized to solicit, advertise, and receive responses from qualified firms for the construction of the Fishburg Road Improvement Project at a cost not to exceed \$850,000.00.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9407

Topics of Discussion I.

Council Work Session

Meeting Date: 08/08/2023

2024 Sidewalk Program - Resolution Of Necessity

Submitted By: Hanane Eisentraut

Department: Engineering

Division: Engineering

Council Committee Review?: Council Work Session

Date(s) of Committee Review: 08/08/2023

Audio-Visual Needs: None

Emergency Legislation?: No

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

Agenda Item Description or Legislation Title

2024 Sidewalk Program - Resolution Of Necessity

Purpose and Background

The Engineering Division has identified properties requiring work within the 2024 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, 2023 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

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

DECLARING THE NECESSITY OF REPAIRING SIDEWALKS, CURBS, GUTTERS, DRIVEWAY APPROACHES AND APPURTENANCES THERETO ON PORTIONS OR ALL OF CERTAIN STREETS IN THE 2024 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 Engineer of this City 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, 2023. 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 found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were 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
_____ Yeas _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

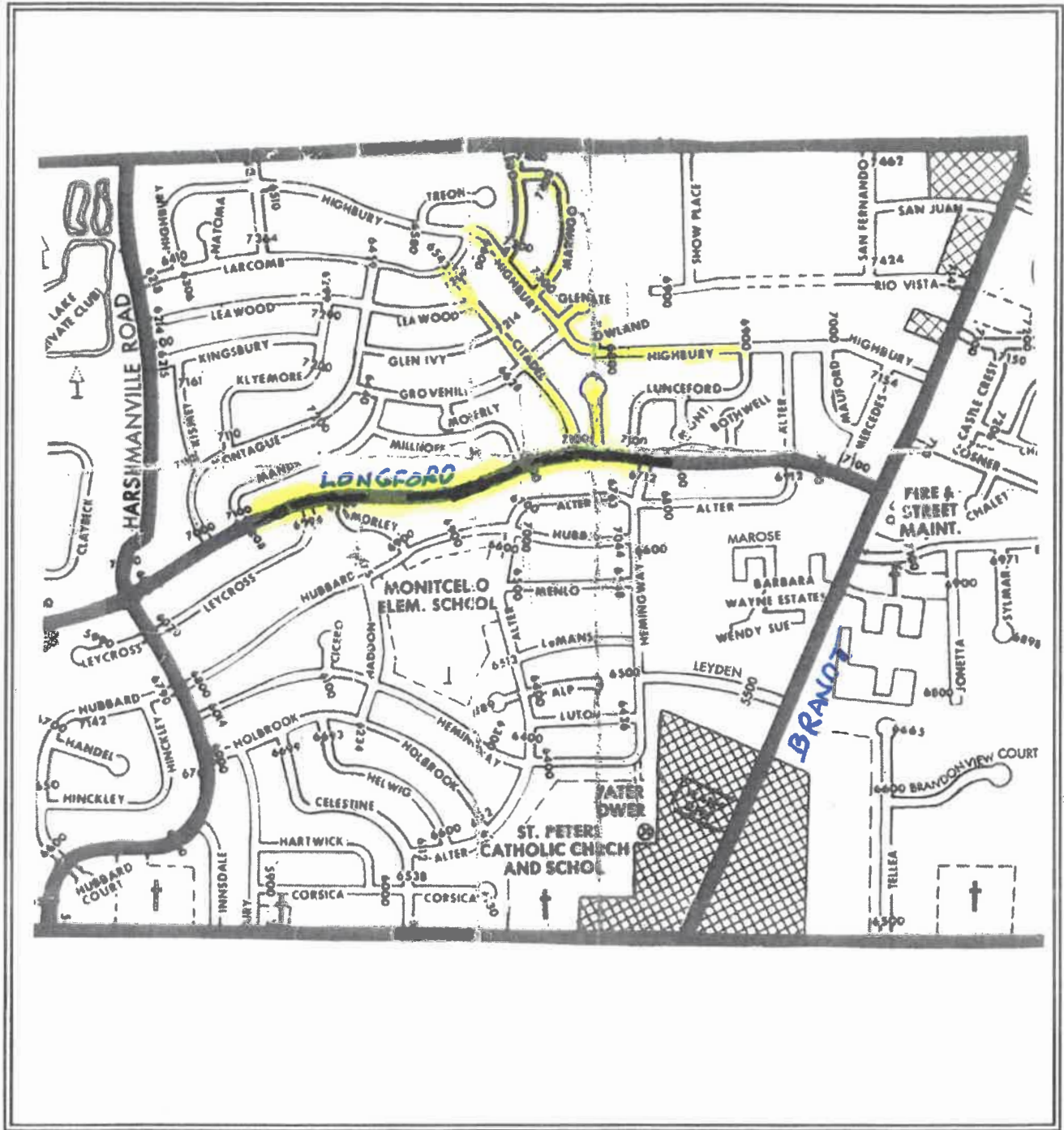
Date

Date

EXHIBIT A
2024 SIDEWALK PROGRAM
STREET LISTING

Greydale Drive from 7300 Greydale Drive to 7409 Greydale Drive
Maringo Drive from 7301 Maringo Drive to 7416 Maringo Drive
Howland Place: 7201 Howland Place
Glengate Court from 7300 Glengate Court to 7315 Glengate Court
Encanto Place from 7100 Encanto Place to 7138 Encanto Place
Longford Road from 6212 Longford Road to 6712 Longford Road
Citadel Drive from 7100 Citadel Drive to 7308 Citadel Drive
Highbury Drive from 6600 Highbury Drive to 6868 Highbury Drive

EXHIBIT A



Project Location Map
2024 SIDEWALK PROGRAM
Huber Heights, Ohio

AI-9358

Topics of Discussion J.

Council Work Session

Meeting Date: 08/08/2023

Mast Arm/Stamped Cross Walk Installation - Brandt Pike/Old Troy Pike

Submitted By: Hanane Eisentraut

Department: Engineering **Division:** Engineering

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Mast Arm/Stamped Cross Walk Installation - Brandt Pike/Old Troy Pike

Purpose and Background

This agenda item is for discussion regarding the installation of stamped crosswalks and mast arm traffic signals on Brandt Pike and Old Troy Pike upon completion of Ohio Department Of Transportation (ODOT) repaving this fall. The average cost to install stamped crosswalks on newly paved intersections is \$25,000 to \$35,000 per intersection. The average cost to install mast arm traffic signals at intersections already signalized is approximately \$300,000 to \$400,000 per intersection.

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-9395

Topics of Discussion K.

Council Work Session

Meeting Date: 08/08/2023

East Sanitary Sewer Extension Project Design - Contract Modification

Submitted By: Hanane Eisentraut

Department: Engineering **Division:** Engineering

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

East Sanitary Sewer Extension Project Design - Contract Modification

Purpose and Background

This legislation will allow the modification of the contract with Lockwood Jones and Beals (LJB) to increase the not to exceed amount by \$25,000 to a new total of \$425,000 for the design of the East Sanitary Sewer Extension Project. The increase is necessary to cover the cost for additional Shop Drawing Reviews by LJB and a subconsultant (Heapy Engineering). The Shop Drawing Review is for checking the equipment specifications for the two sanitary pump stations on the project to make sure that the design standards have been met. In the original LJB proposal, there was a fixed amount to cover Shop Drawing Reviews and the City has gone over that amount by approximately \$10,000. City Staff are asking for an additional \$15,000 (for a total of \$25,000) to cover any unforeseen technical reviews or other engineering issues that may arise during the construction of the pump stations. The Sanitary Sewer Fund will be utilized for this modification.

Fiscal Impact

Source of Funds: Sewer Capital Fund

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. 2023-R-

AMENDING RESOLUTION NO. 2021-R-7055 TO INCREASE THE NOT TO EXCEED AMOUNT FOR THE DESIGN OF THE EAST SANITARY SEWER EXTENSION PROJECT.

WHEREAS, the City Council had previously authorized the City Manager to enter into a contract with Lockwood Jones and Beals (LJB) to design the East Sanitary Sewer Extension project at a cost not to exceed \$400,000.00; and

WHEREAS, a certain individual contract has exceeded the appropriation making it necessary to make adjustment to this contract; and

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

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

Section 1. Section 2 of Resolution No. 2021-R-7055 is hereby amended to increase the not to exceed cost of the contract with Lockwood Jones and Beals (LJB) for the design of the East Sanitary Sewer Extension Project by \$25,000.00 to a new total of \$425,000.00.

Section 2. Authorization is hereby given to compensate Lockwood Jones and Beals (LJB) for additional work already completed.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9398

Topics of Discussion L.

Council Work Session

Meeting Date: 08/08/2023

Powell Road Realignment Project Design - Award Contract

Submitted By: Hanane Eisentraut

Department: Engineering **Division:** Engineering

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Powell Road Realignment Project Design - Award Contract

Purpose and Background

Three quotes were received for the design of the Powell Road S Curve Realignment Project. The three quotes were received from Choice One Engineering at a cost of \$43,100, from Brumbaugh Engineering and Surveying at a cost of \$49,450, and from DLZ at a cost of \$75,946. This project consists of realigning approximately 675 lineal feet of Powell Road, ditch relocation, and driveway culvert replacements.

This legislation will authorize the City Manager to enter into a contract with Choice One Engineering to design the Powell Road S Curve Realignment Project at a cost not to exceed \$50,000. The Capital Fund will be utilized for this project.

Fiscal Impact

Source of Funds: Capital Fund

Cost: \$50,000

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. 2023-R-

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE DESIGN OF THE POWELL ROAD S CURVE REALIGNMENT PROJECT AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, Council has determined to proceed with this project to realign Powell Road; and

WHEREAS, the cost of the project will be in excess of \$25,000; and

WHEREAS, the City Council may waive the competitive bidding procedures whenever it deems to be in the best interest of the City to do so as defined in Section 171.12 of the Huber Heights Codified Ordinances.

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 Choice One Engineering for the design of the Powell Road S Curve Realignment Project at a cost not to exceed \$50,000.00.

Section 2. Consistent with the provisions of the City of Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9409

Topics of Discussion M.

Council Work Session

Meeting Date: 08/08/2023

Water Infrastructure Update/Water Main Replacement Project

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 03/27/2023 and 04/04/2023 and 04/20/2023 and 05/02/2023 and 05/16/2023 and 06/06/2023 and 06/20/2023 and 07/05/2023 and 07/18/2023 and 08/08/23

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Water Infrastructure Update/Water Main Replacement Project

Purpose and Background

This agenda item has been requested by Councilmembers Glenn Otto, Anita Kitchen, and Ed Lyons for an update on City water infrastructure. The updated spreadsheet on the City's current water infrastructure projects has been provided (see attached).

Additionally, Councilmembers Anita Kitchen, Richard Shaw, Mark Campbell, and Ed Lyons requested that an agenda item be added to discuss the City's Water Main Replacement Project to discuss the execution of the project in the most cost effective way. A map of the 2023 Water Main Replacement Project has been included in the meeting packet (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

Spreadsheet

Map

8/8/2023

2022 Water Main Replacement Program

2023 Watermain Replacement Program

Crukten Drive
Hubbard Drive
Helwig Drive

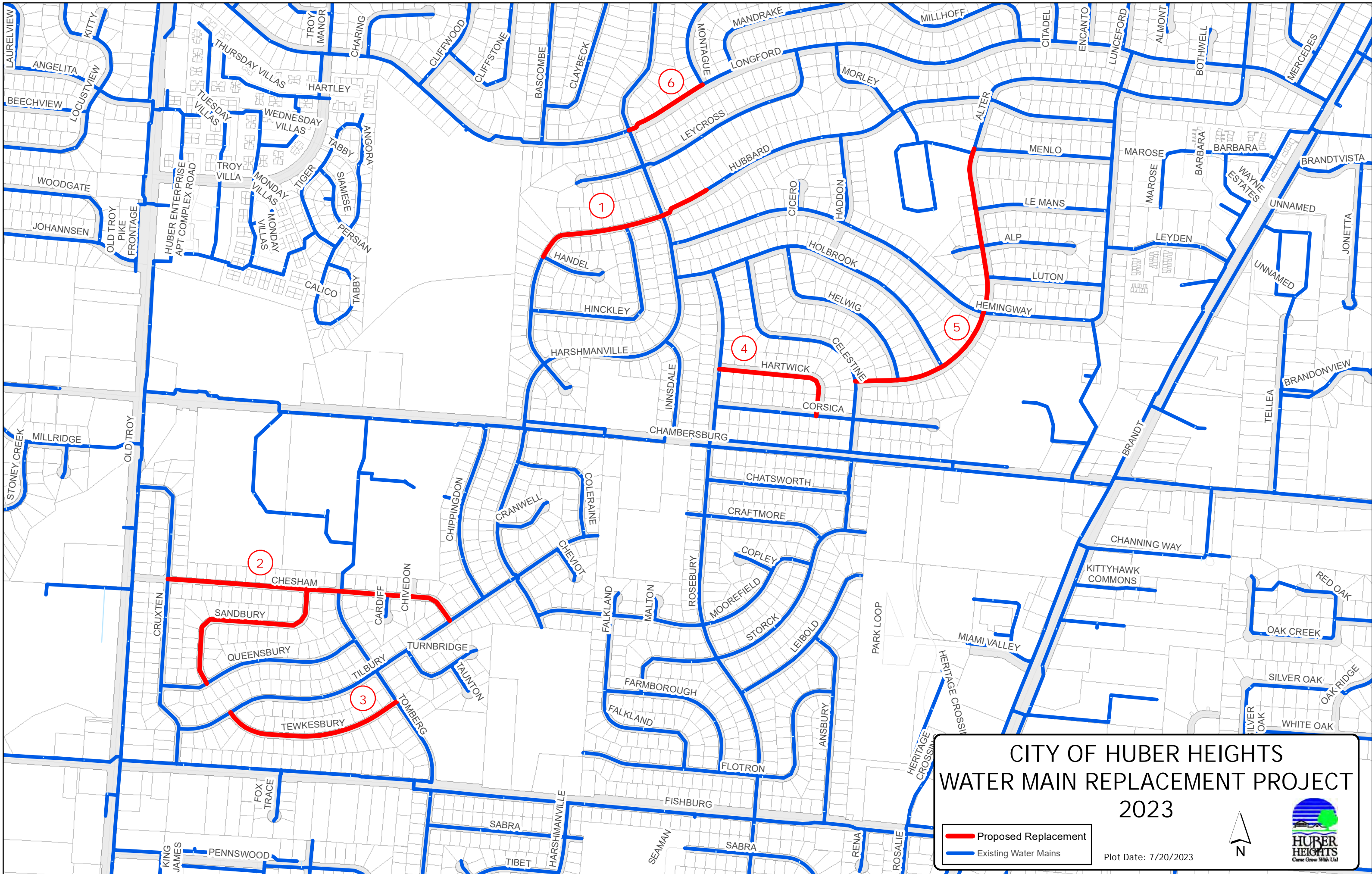
Alter Road
Holbrook Drive

Hubbard Drive
Chesham Drive
Sandbury Drive
Longford Road
Tomberg

Tewkesbury Drive
Hartwick Drive
Alter Road
Storck Drive

Council Approved to Solicit Design for RFP	X		X
Design Proposals Were Due	X		X
Council Approved the Award Design Consultant	X		X
Notice to Proceed with Design Consultant(s)	X		X
Order Pipe (Poss. 8-9 mo Delay)	X		X
Design Completion Date	X		X
Work Session for Going Out to Construction Bid	X		X
Council Approval to Go Out to Construction Bid	X		X
Advertise for Construction Bidding	X		X
Construction Bids Due	X		X
Work Session to Award Construction	X		X
Council Approval to Award Construction	X		X
Notice to Proceed with Contractor(s)	X		8/21/2023
Estimated Pipe Delivery	X		8/1/2023 - 10/1/23
Begin Construction	X		9/15/2023 - 10/15/23
Construction Complete		9/15/2023	8/15/2024

X = Completed



**CITY OF HUBER HEIGHTS
WATER MAIN REPLACEMENT PROJECT
2023**

— Proposed Replacement

— Existing Water Mains

HUBER HEIGHTS
Come Grow With Us!

Plot Date: 7/20/2023

AI-9396

Topics of Discussion N.

Council Work Session

Meeting Date: 08/08/2023

Metro Rose - Development Agreement

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

Metro Rose - Development Agreement

Purpose and Background

On April 10, 2023, City Council approved the Basic Development Plan and Rezoning of the Newbauer Farm on Executive Boulevard for 312 market-rate multifamily housing units. On July 11, 2023, the Planning Commission approved the Detailed Development Plan for this project. Based on the information provided to the City by the developer, this project will net to the City approximately \$5.4 million over 30 years. This agreement also provides the City with a 4 acre lot, at no cost, to develop with a specific focus on the development of a full-service restaurant or brewery-type establishment.

Fiscal Impact

Source of Funds: N/A

Cost: N/A

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

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

Financial Implications:

The City estimates 30-year net proceeds associated with this project to total approximately \$5.4 million.

Attachments

Resolution

Exhibit A

CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2023-R-

AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH METRO ROSE, LLC.

WHEREAS, the City of Huber Heights (the “City”) and Metro Rose, LLC (the “Developer”) plan to enter into a development agreement (the “Agreement”); and

WHEREAS, the Agreement provides for the development of approximately 25 acres of real property located on the north side of Executive Boulevard, across from 6800 Executive Boulevard, and commonly referred to as the Newbauer Farm; and

WHEREAS, the Developer proposes to construct, or cause to be constructed, approximately 320 units of market rate multifamily housing as well as provide the City with approximately 4 acres for commercial/retail uses (the “Project”); and

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

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

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

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

Section 2. The City Manager, for and in the name of this City, is hereby authorized to execute the Agreement provided further that the approval of changes thereto by that official, and their character as not being substantially adverse to the City, as reviewed and approved to form and content by the Law Director, shall be evidenced conclusively by the execution thereof.

Section 3. The Council further hereby authorizes and directs the City Manager, Director of Finance, City Attorney, Clerk of Council, or other such appropriate offices of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

EXHIBIT A

DEVELOPMENT AGREEMENT

by and between

CITY OF HUBER HEIGHTS, OHIO

and

METRO ROSE, LLC

relating to

NEWBAUER PROPERTY MIXED-USE DEVELOPMENT

dated as of

_____, 2023

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DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “*Agreement*”) is made and entered into this _____ day of _____, 2023 (the “*Effective Date*”) by and between the **CITY OF HUBER HEIGHTS, OHIO** (the “*City*”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*State*”) and its Charter and **METRO ROSE, LLC**, an Ohio limited liability company (the “*Developer*” and together with the City, the “*Parties*” and each of the Parties individually referred to herein as a “*Party*”), under the circumstances summarized in the following recitals (terms used but not defined in the Recitals shall have the meaning set forth in Section 1.2):

RECITALS

WHEREAS, the Developer, through its affiliate, Metropolitan Holdings Acquisitions LLC, has entered into a purchase agreement with Nancy A. Newbauer, Trustee of The Ruth L. Newbauer Trust A and B, dated July 10, 1991 and Nancy A. Newbauer, Successor Trustee of The John S. Newbauer Trust, collectively the Seller, dated July 10, 1992, as such purchase agreement may hereafter be reasonably modified, extended or amended (the “*Purchase Agreement*”) for the purpose of acquiring approximately 25.30 contiguous acres of real property located within the City (which real property is described on **EXHIBIT A** attached hereto and is collectively referred to herein as the “*Newbauer Property*” or the “*Property*”); and

WHEREAS, the Developer and City propose to create a mixed-use development of commercial and housing uses (the “*Mixed-Use Development*”) on the Property, and following acquisition of the Property and approval and recordation of a minor subdivision and lot split thereto, the Developer proposes to construct, or cause to be constructed, on an approximate 21.3 acre portion of the Property, an approximate 320+/- unit apartment development project (the “*Multifamily Project*”), a sample depiction of which appears on **EXHIBIT B** attached hereto; and

WHEREAS, the City has determined that the construction of the Multifamily Project is expected to result in the creation of employment opportunities within the City as well as the creation of various types of housing for its residents; and

WHEREAS, pursuant to the TIF Statute, City Council heretofore passed (i) Ordinance No. 2003-O-1409 on April 28, 2003 (the “*Original TIF Ordinance*”) thereby exempting from taxation any improvements to the real property subject to the Original TIF Ordinance (which includes the Property) and requiring the current and future property owners of such real property to make service payments in lieu of taxes (those payments, and any other payments received by the City in connection with the TIF Ordinance under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, are collectively referred to as the “*TIF Payments*”) and (ii) Ordinance No. 2020-O-2456 on December 14, 2020 (the “*Amendment to the Original TIF Ordinance*”), pursuant to Ohio Revised Code Section 5709.51, to extend the exemption from taxation of improvements to each parcel under the Original TIF Ordinance for a period of thirty (30) years (the Original TIF Ordinance and the Amendment to the Original TIF Ordinance are collectively referred to herein as the “*TIF Ordinance*”); and

WHEREAS, City Council heretofore adopted Resolution No. 94-R-1453 on June 20, 1994, declaring a certain area within the City to be a Community Reinvestment Area (“CRA #7” which is also referred to as a Pre-1994 CRA), which CRA #7 was amended by Resolution No. 2010-R-5333, adopted on September 27, 2010, as modified by Resolution No. 2015-R-6195, adopted on June 8, 2015, and Resolution No. 2021-R-7036, adopted on September 13, 2021, and as amended by Resolution No 2022-R-7211, adopted on December 15, 2022 (collectively, the “*CRA Legislation*”); and

WHEREAS, the Property, in its entirety, is located within CRA #7; and

WHEREAS, pursuant to the CRA Legislation, the City granted tax exemptions within CRA #7 for improvements to real property, as authorized by the CRA Statute, as follows: (i) a ten (10) year, 100% exemption for the remodeling of any dwelling existing as of June 20, 1994, containing not more than two family units upon which the cost of remodeling is at least three thousand dollars (\$3,000.00), as described in division (A) of Section 3735.67 of the Ohio Revised Code, (ii) a twelve (12) year, 100% exemption for every dwelling containing more than 2 units, commercial or industrial properties, upon which the cost of remodeling is at least five thousand dollars (\$5,000.00) as described in division (B) of Section 3735.67 of the Ohio Revised Code, and (iii) a fifteen (15) year, 100% exemption for the construction of every commercial or industrial structure as described in division (C) of Section 3735.67 of the Ohio Revised Code, (collectively, the “*CRA Exemption*”); and

WHEREAS, the CRA Exemption is applicable to a mixed-use development on the Property, which the Parties acknowledge would include the construction of the Multifamily Project, including but not limited to its approximate 320+/- unit apartment development contained in multiple dwellings (with each such structure having more than two residential units) and located collectively on one parcel, amenity building(s), and accessory structure(s); and

WHEREAS, the City wishes to confirm that Multifamily Project proposed to be constructed upon the Property is eligible for the CRA Exemption so as to allow the Developer to acquire the Property and to develop the Multifamily Project in reliance on the availability of the CRA Exemption under the terms set forth in the CRA Legislation and subject to Ohio law governing the CRA Exemption; and

WHEREAS, the Parties have determined to enter into this Agreement to provide for the construction of the Multifamily Project, to confirm the availability of the CRA Exemption to support the Multifamily Project and to provide for the payment of Minimum Service Payments; and

WHEREAS, the City, by [Ordinance/Resolution] No. _____ passed by City Council on _____, 2023 authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree and obligate themselves as follows:

(END OF RECITALS)

ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2 Definitions. As used herein:

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

“*Apartment Housing Complex*” means collectively all of the buildings and structures, or portion thereof, occupied or constructed as apartments or living units within one or more dwellings or multi-unit housing structures, to be occupied by multiple families or occupants, and located on the Property, or a subdivided portion thereof. It shall also include any building constructed as a dedicated amenity or accessory used to support and sustain the operation of an apartment housing community on the Property. For the avoidance of doubt, it shall not include any building or structure constructed on the Restaurant Parcel.

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

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

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

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

“*City Default*” shall have the meaning set forth in Section 7.2.

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

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

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

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

“*CRA #7*” shall have the meaning set forth in the Recitals.

“*CRA Exemption*” shall have the meaning set forth in the Recitals.

“*CRA Legislation*” shall have the meaning set forth in the Recitals.

“*CRA Statute*” means, collectively, Sections 3735.65 through 3735.70 of the Ohio Revised Code, and those sections as each may hereafter be amended from time to time.

“*Declaration*” means the Declaration of Covenants (which shall be substantially in the form attached hereto as **EXHIBIT C**).

“*Developer*” means Metro Rose, LLC, an Ohio limited liability company.

“*Developer Default*” shall have the meaning set forth in Section 7.1.

“*Developer Mortgage*” shall have the meaning set forth in Section 8.5.

“*Developer Mortgagee*” shall have the meaning set forth in Section 8.5.

“*Development Completion Deadline*” shall have the meaning set forth in Section 4.5.

“*First Annual MSP Invoice Deadline*” shall have the meaning set forth in Section 6.3(b).

“*Fixture Maintenance Fee*” shall have the meaning set forth in Section 4.4(d).

“*Improvements*” shall have the same meaning as set forth in Ohio Revised Code Section 5709.40(A)(4).

“Minimum Service Payment” means each payment required to be made to the City pursuant to Section 6.3(c).

“Minimum Service Payment Obligation” shall have the meaning set forth in Section 6.3.

“Mixed-Use Development” shall have the meaning set forth in the Recitals.

“MSP Invoice Deadline” shall have the meaning set forth in Section 6.3(b).

“MSP First Payment Year” means, with respect to each parcel upon which Multifamily Project is constructed, the calendar year next succeeding the first tax year in respect of which that Multifamily Project is exempted from real property taxation pursuant to the CRA Legislation and in accordance with this Agreement. For purposes of this Agreement, the Parties agrees that: (a) the first tax year of such exemption shall be the next succeeding calendar year in which such Multifamily Project (or such portion if constructed upon multiple parcels) is completed, (b) a Multifamily Project shall be deemed “completed” in the calendar year in which a certificate of occupancy is issued for the final phase of improvements to be constructed as part of the applicable portion of the Multifamily Project and (c) the City shall provide written notification to the County Auditor as to the calendar year in which such exemption shall commence. For purposes of example, if the Multifamily Project (or such portion if constructed upon multiple parcels) is completed in calendar year 2024 and first assessed for taxation in calendar year 2025 (calendar year 2025 also being the initial tax year), the MSP First Payment Year would be calendar year 2026.

“MSP Last Payment Year” means, with respect to each parcel upon which the Multifamily Project (or such portion if constructed upon multiple parcels) is constructed, the calendar year next succeeding the last tax year in respect of which that the Multifamily Project (or such portion if constructed upon multiple parcels) is exempted from real property taxation pursuant to the CRA Legislation and in accordance with this Agreement. For purposes of example, if a fifteen (15) year

real property tax exemption is granted for the Multifamily Project which is completed in calendar year 2024 and first assessed for taxation in calendar year 2025 (calendar year 2025 also being the initial tax year), the MSP Last Payment Year (unless earlier revised by the City in accordance with this Agreement) would be calendar year 2040.

“*Multifamily Project*” means the Apartment Housing Complex built and owned under a common or affiliated owners, and operated and managed collectively under a common brand or similar community name.

“*Multifamily Project Site*” shall have the meaning set forth in Section 2.3.

“*Notice Address*” means:

as to the City:

City of Huber Heights, Ohio
6131 Taylorsville Road
Huber Heights, Ohio 45424
Attention: City Manager
Telephone: (937) 233-1423
Facsimile: (937) 233-1272

With a duplicate to:

City of Huber Heights-Law Department
2700 Kettering Tower
Pickrel Schaeffer & Ebeling
Dayton, Ohio 45423
Attention: Law Director
Telephone: (937) 223-1130

as to the Developer:

Metro Rose, LLC
1429 King Avenue
Columbus, Ohio 43212
Attention: Matthew R. Vekasy
Telephone: (614) 488-1900
Facsimile: (614) 488-1905
Email: mvekasy@metropolitanholdings.com

With a duplicate to:

Andrew Lemmon, CPA
Metropolitan Holdings
1429 King Avenue
Columbus, Ohio 43212
Telephone: (614) 488-1900
Facsimile: (614) 488-1905
Email: alemmon@metropolitanholdings.com

Vorys, Sater, Seymour and Pease LLP
c/o Scott Ziance, Esq.
52 East Gay Street
Columbus, OH 43215
Phone: 614-464-8287
Email: sjziance@vorys.com

“*Option Period*” shall have the meaning set forth in Section 4.5.

“*Owner*” shall have the meaning set forth in Section 2.3.

“*Parties*” means, collectively, the City and the Developer.

“*Permitted Use*” shall have the meaning set forth in Section 4.5.

“*Purchase Agreement*” shall have the meaning set forth in the Recitals.

“*Real Property Tax Exemption Recipient*” shall have the meaning set forth in Section 5.3.

“*Repurchase Option*” shall have the meaning set forth in Section 4.5.

“*Restaurant Parcel*” means, collectively, all of the buildings and structures, or portion thereof, not occupied or constructed as apartments, living units or associated uses connected to the Multifamily Project or the Apartment Housing Complex, and specifically designated for development of acceptable commercial, non-residential uses as set forth in Section 4.5(b), and to be located on an independent designated parcel following an approval and recordation of a lot split and minor subdivision of the Property.

“*Right of First Refusal*” shall have the meaning set forth in Section 4.5.

“*Second Annual MSP Invoice Deadline*” shall have the meaning set forth in Section 6.3(b).

“*Sidewalk Fee-in-Lieu*” shall have the meaning set forth in Section 4.4(f).

“*State*” means the State of Ohio.

“*TIF Exemption*” means the exemption from real property taxation for the Improvements as authorized by the TIF Statute and the TIF Ordinance.

“*TIF Ordinance*” means, collectively, the Original TIF Ordinance (Ordinance No. 2003-O-1409 passed by the City Council on April 28, 2003 in Montgomery County, Ohio), and the Amendment to the Original TIF Original Ordinance (Ordinance No. 2020-O-2456 passed by the City Council on December 14, 2020 in Montgomery County, Ohio).

“*TIF Payments*” means those monies distributed by the County to the City in respect of the TIF Exemption and which will include service payments in lieu of taxes remitted by owners of real property subject to the TIF Exemption and any other payments received by the City in connection with the TIF Ordinance under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time.

“*TIF Statute*” means, collectively, Sections 5709.40, 5709.42, 5709.43 and 5709.51 of the Ohio Revised Code, and those sections as each may hereafter be amended from time to time.

“*Waived Assessments*” shall have the meaning set forth in Section 4.12.

Section 1.3 Interpretation. Any reference in this Agreement to the City or to any officers of the City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, or a section or provision of the City Codified Ordinances includes the section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided*, that no amendment, modification, revision, supplement or superseding

section, provision or chapter will be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

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

(END OF ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1 General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, financing, construction, acquisition and installation of the Multifamily Project.

Section 2.2 Term of Agreement. This Agreement shall become effective as of the Effective Date and will continue until the Parties' respective obligations set forth herein have been fulfilled, unless earlier terminated in accordance with this Agreement.

Section 2.3 Declaration of Covenants.

(a) Filing. It is intended and agreed, and it will be so provided by the Developer in the Declaration relating to the portion of the Property upon which the Multifamily Project is constructed (the "*Multifamily Project Site*") that certain covenants set forth herein shall hereafter be binding upon owners of the Multifamily Project Site (each, including the Developer, during its period of ownership of the Multifamily Project Site, an "*Owner*"). Except as otherwise provided in the Declaration, the covenants set forth in the Declaration are hereby incorporated into this Agreement by this reference.

(b) Termination. Upon satisfaction of the obligations of the Developer related to the Multifamily Project to make the TIF Payments and the Minimum Service Payments, the City will, upon the request of the Developer or an Owner, execute an instrument in recordable form evidencing the termination of the Declaration with respect to the Property, or any applicable

portion thereof, and releasing the covenants running with the land as set forth in the Declaration with respect to the Developer's or that Owner's portion of the Property.

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1 Representations and Covenants of the City. The City represents and covenants that:

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

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

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

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

(e) There is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

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

(g) Ordinance/Resolution No. _____ passed by City Council on _____, 2023 authorizing the execution and delivery of this Agreement, has been duly passed and is in full force and effect as of the Effective Date.

Section 3.2 Representations and Covenants of the Developer. The Developer represents and covenants that:

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

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

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

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

(e) It is not aware of any litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

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

(END OF ARTICLE III)

ARTICLE IV

MULTIFAMILY PROJECT

Section 4.1 General. The Developer agrees that it will proceed in good faith and with all reasonable dispatch to design, finance and construct, or cause to be designed, financed and constructed, the Multifamily Project and to perform any and all of its duties and obligations relating to the Multifamily Project in a manner consistent with this Agreement, subject to market conditions as they may exist from time to time during the term of this Agreement.

Section 4.2 Multifamily Project. Subject to economic conditions supporting the development of the Multifamily Project and the Developer securing adequate approvals, including, but not limited to, approvals from any jurisdiction to which the Multifamily Project is subject, including any zoning changes or variance, as each are determined by the Developer in its sole and complete discretion, the Parties acknowledge and agree that the Multifamily Project that will be developed, or caused to be developed, by the Developer and is expected to be approved by the City (which approval will not be unreasonably conditioned, delayed or withheld) as follows:

(a) The Developer will construct an approximate 320+/- unit Apartment Housing Complex on the Multifamily Project Site. The Multifamily Project is targeted for completion and available for occupancy in December 2029, or as may be reasonably economically feasible to complete at any time before or after that estimated date. The Developer estimates that the Multifamily Project will have a total fair market value of approximately Forty Million Five Hundred Sixty Thousand (\$40,560,000.00) dollars upon completion.

(b) The Developer anticipates that approximately 100 temporary jobs will be created in connection with the construction of the Multifamily Project and approximately 4 permanent jobs will be created at the Multifamily Project when it is fully completed and occupied.

Section 4.3 Submittal of Plans for Development Project. For the Multifamily Project, the Developer shall prepare and submit a site plan, architectural rendering(s), project zoning and design standards, and related development plans to the City, in such detail as is reasonably necessary for review and approval by appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances.

Section 4.4 Installation of Utilities, Roadways, Sidewalks and Streetlights. To support the development of the Multifamily Project, including the installation of utilities, roadways, sidewalks and streetlights, each Party shall have the responsibilities set forth below:

(a) Water. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the water lines, hydrants, valves, and related appurtenances within the Multifamily Project to service only the Apartment Housing Complex, which water lines, hydrants, valves, and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements. The domestic water network will be composed of a tap connection and public extension within a recorded public easement onto the Apartment Housing Complex portion of the Property, connecting to a municipal utility provider-approved meter and backflow assembly, generally thereafter further consisting of an appropriately sized underground fire water loop routed throughout the site and to building structures within a recorded public easement, servicing fire hydrants, fire sprinkler systems, standpipes and other emergency connections, as well as an appropriately sized underground private water loop routed throughout the site and to building structures servicing the domestic and potable water infrastructure requirements. The City hereby confirms that it will supply water services to the Multifamily Project under the terms and

conditions that it supplies such services to similarly situated customers and that it has, and will have, sufficient capacity to supply such services to the Multifamily Project during the term of this Agreement.

(b) Sanitary Sewer. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the sanitary sewer lines and related appurtenances within the Multifamily Project to service exclusively the Apartment Housing Complex, which sanitary sewer lines and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City Engineer in accordance with the City's standard requirements and will be dedicated and an easement granted to the City. The City hereby confirms that it will supply sanitary sewer services to the Multifamily Project under the terms and conditions that it supplies such services to similarly situated customers and that it has, and will have, sufficient capacity to supply such services to the Multifamily Project during the term of this Agreement.

(c) Storm Sewer. Except as otherwise provided herein, at no cost to the City, the Developer shall provide to the City storm sewer drainage easements, as necessary, and will dedicate a storm sewer collection system and related onsite detention and/or retention ponds to the City which will be designated on the detailed development plan(s) and plat(s) to service the Apartment Housing Complex of the Multifamily Project. The Developer shall provide all of the detention to service the Apartment Housing Complex for the Multifamily Project on the Property and the City shall not require Developer to handle any off-site detention or detention from portions of the Property not dedicated to use as the Apartment Housing Complex. The exact location and size of such storm sewer drainage easements and on-site ponds shall be determined by (i) the detailed development plan(s) and final plat(s) as approved by the City, consistent with the zoning thereof, as herein provided, (ii) engineering standards and (iii) all other applicable rules and

regulations. Except for underground storm sewer pipes, the Developer shall be responsible for all maintenance of the storm sewer management system (including but not limited to easements and ponds) located within the Property and servicing the Apartment Housing Complex of the Multifamily Project.

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

(d) Streetlights. The City and Developer have an interest to define the area in which the Apartment Housing Complex is located as a uniquely identifiable area through the utilization of decorative streetlights. The City and Developer agree to work together to define this concept, and the City agrees to advance the design, construction, and installation of such decorative streetlights. The costs associated therewith shall be shared amongst all benefiting property owners in accordance with provisions of City of Huber Heights Ordinance No. 90-O-419 as well as Chapter 727 of the Ohio Revised Code; unless otherwise agreed to by the Parties. The Developer will annually reimburse the City, at a cost not to exceed \$10,152 annually, its proportionate share of the costs of the fixture maintenance and electric utility to service the streetlights located along the Developer's frontage along Executive Boulevard and servicing the Apartment Housing Complex (the "*Fixture Maintenance Fee*"). The Fixture Maintenance Fee shall be charged as a single, annual fee to the Developer **and any successor as set forth in the Declarations**, and shall not be due until at least sixty (60) days after the Developer receives a written invoice from the City setting forth the amount of the Fixture Maintenance Fee for that year in accordance with this Section.

(e) Roadways.

(i) Private Roads. Except as otherwise provided herein, all private drives and internal roads on the Property servicing the Apartment Housing Complex within the Multifamily Project shall be constructed by the Developer, at no cost to the City, as needed for its intended use of the Multifamily Project. All private drives and internal roads servicing the Apartment Housing Complex shall be (A) constructed in accordance with the standards customarily employed by a multi-family developer for projects of a similar scope and size, (B) designed in accordance by a licensed professional engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of Ohio, and (C) located in accordance with final development plans and permits approved by the City.

(ii) Public Roads on Property. If the Parties agree that the construction of any public roads or public road modifications are required on the Property, all such public roads or public road modifications on the Property shall be constructed by the Developer, at no cost to the City, in accordance with City standards, and as may be applicable and appropriate to the type of road being constructed. Any such public roads or public road modifications constructed on the Property under this Agreement shall be (A) located within current or future dedicated right of way, and (B) reviewed, inspected and approved by the City.

(iii) Off-Site Roadway Improvements. The City does not anticipate that any roadway improvements will be needed outside the boundary of the Property as a result of the Multifamily Project. ~~The City shall be specifically~~ **In no event shall the Developer** ~~be~~ responsible for constructing, or causing the construction of, if applicable, any future

turn lane at entryways as may be required to effectively and efficiently operate The Rose Music Center at The Heights even if said improvements benefits, directly or indirectly, the Apartment Housing Complex.

(f) Pedestrian Sidewalks. Developer shall at its sole cost design and install sidewalks along the Executive Boulevard frontage of the portion of the Property servicing the Apartment Housing Complex. All pedestrian sidewalks shall be constructed in accordance with the City standards **and the Americans with Disability Act** and in accordance with final development plans and permits approved by the City. Alternatively, since installation of a new pedestrian sidewalk or a multipurpose path along the frontage of Executive Boulevard may not be immediately required, and deferment of installation would be beneficial to the comprehensive or long range planning efforts of the City, and further extending the lifespan of the infrastructure within the public right-of-way, the Developer, with the consent of the City, may opt to make a one-time payment of a sidewalk fee-in-lieu of \$60.00 per lineal foot of frontage of the portion of the Property servicing the Apartment Housing Complex (the “*Sidewalk Fee-In-Lieu*”). The Developer’s option to pay the Sidewalk Fee-In-Lieu shall expire upon either (i) commencement of installation of sidewalks along Executive Boulevard or (ii) the occupancy of the last structure to be built as part of the Apartment Housing Complex. The City shall construct or cause to be constructed pedestrian sidewalks or a multipurpose path of the same design and quality along the northern side of Executive Boulevard, commencing at minimum starting at the western **[shouldn’t this be “eastern”?]** property line of the Property, and extending eastward until the intersection of Executive Boulevard and SR-201 Brandt Pike.

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

appropriate, for construction of utilities described in this Section 4.4, or other public or private utilities to service the Multifamily Project **land Restaurant Parcel?**; *provided, however*, that all easements shall be within or adjacent to the various proposed public roads or driveway rights-of-way, as set forth on the revised basic development plan for the Multifamily Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Apartment Housing Complex. Easements for surface drainage shall follow established water courses, unless otherwise agreed to by the affected Party. The Developer shall restore any easement areas to a condition which is reasonably satisfactory to the City promptly following any construction work by the Developer. The City shall restore any easement areas following any construction work by the City in accordance with the City Codified Ordinances.

(h) Dedication. All public utilities and public roadways (including related rights-of-way) installed and/or constructed within the Multifamily Project **(except certain of the storm sewer improvements referenced in Section 4.4(c) which may hereafter be identified by the City and the utility cross easements described in Section 4.4(g) Is this applicable or was this carried over from the “regional detention” concept?** shall be dedicated (free and clear of any liens, encumbrances and restrictions except as may be permitted in writing by the City) to the City, which agrees to accept such dedication, and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement.

(i) Rezoning. The Parties acknowledge that the Property needs to be rezoned from “PEP” – Planned Employee Park District to “PM” – Planned Mixed-Use District to permit the Multifamily Project. City agrees that its staff and administration involved in planning and zoning supports the filing of said zoning application and shall process said application without undue delay. However, staff and administration reserve the right to provide comments on said application

and the Parties acknowledge the final approval of said Zoning Application rests with the Huber Heights Planning and Zoning Commission and City Council.

(j) Cooperation. The City agrees to work cooperatively with the Developer to support the Mixed-Use Development and the Multifamily Project and timely review and act on any requests for City approvals, permits or inspections.

Section 4.5 Developer Obligations.

(a) The Developer shall be responsible for developing the Apartment Housing Complex and the Multifamily Project **is there a difference between Apartment Housing Complex and the Multifamily Project ?** in accordance with the detailed development plans, as may be modified from time to time, and as such plans are approved by the City as hereinbefore provided. Except as otherwise provided in this Agreement, the Developer shall provide all funds necessary to develop the **Apartment Housing Complex** and to design, finance and construct the **Apartment Housing Complex** of the **Multifamily Project**. Unless a later date applies to a given obligation, as expressly set forth in this Agreement, the obligations under this Agreement of the Developer shall, as to the Multifamily Project, commence on the later of (i) the first date on which all titles to the parcel(s) upon which the Multifamily Project is to be constructed is/are transferred to the Developer as evidenced by the recordation of the deed(s) to said parcel(s); or (ii) the Effective Date of this Agreement.

(b) The Developer agrees to transfer, and the City agrees to accept, title and deed of an approximately 4+/- acre portion of the Property as approximately described on **EXHIBIT D-1** attached hereto and generally shown and depicted on **EXHIBIT D-2** attached hereto (the “*Restaurant Parcel*”) to the City for the amount of zero dollars and no cents (\$0.00). The Restaurant Parcel shall be transferred to the City in “as-is” condition. For the purposes of this

agreement, the term “as-is,” shall mean after the Developer’s performance of maintenance activities including the cutting of high grass, weeds, and brush, and the Developer’s removal of any existing minor trees or scrub along the frontage of the Restaurant Parcel for **visual [not sure what visual access means]** and physical access that do not constitute creation of impacts, are not considered preserved trees defined under City Codified Ordinance Section 1182.11, and do not constitute commencement of any Construction Activity on the Restaurant Parcel. Upon receiving title to the Restaurant Parcel, the City agrees, as part of the Mixed-Use Development, to facilitate and cause development of the Restaurant Parcel by an entity that will construct and operate on the parcel a full-service restaurant or brewery-type establishment (or a reasonably similar establishment of character and quality consistent with a Mixed-Use Development within an “entertainment district”) (each a “*Permitted Use*”). The City shall not allow on the Restaurant Parcel any of the prohibited uses identified within **EXHIBIT F** attached hereto and any such use so identified shall not constitute a Permitted Use. The City, at no cost to the Developer, shall endeavor to cause the development of the Restaurant Parcel for a Permitted Use. If such development is not materially demonstrating timely and commercially reasonable and good faith efforts of advancement through the City’s development planning commission, building permit review process, under construction with active building permit(s), or substantially completed no later than thirty-six (36) months after a certificate of occupancy is awarded for any phase of the Apartment Housing Complex (the “*Development Completion Deadline*”), (i) the Developer shall have the option to repurchase the Restaurant Parcel, which option may be exercised by Developer, in Developer’s sole discretion, at any time within eighteen (18) months after the Development Completion Deadline (the “*Option Period*”), at a price equal to One and 00/100 dollars (\$1.00)(the “*Repurchase Option*”), or (ii) if the Developer does not exercise the Repurchase Option, then for

a period of five (5) years after the Option Period expires, the Developer shall have a right of first refusal to purchase the Restaurant Parcel if the City receives a bona fide offer to buy the Restaurant Parcel on terms equal to that which the City is willing to accept (the “*Right of First Refusal*”). The City shall notify the Developer in writing of any offer subject to the Right of First Refusal, and Developer shall have at least sixty (60) days to decide whether it will exercise the Right of First Refusal for that offer. Upon Developer’s transfer of the Restaurant Parcel to the City as set forth in this Section, Developer shall have no further obligations with respect to the Restaurant Parcel under this Agreement.

Section 4.6 Permits. Prior to commencing construction of the Apartment Housing Complex of the Multifamily Project, the Developer shall obtain all necessary permits from all levels of government having jurisdiction thereover to allow the Developer to build and develop the Apartment Housing Complex of the Multifamily Project consistent with the detailed development plan(s) for the Multifamily Project. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

Section 4.7 Fees, Charges and Taxes. The Developer shall, as and when customarily payable to the City on projects comparable to the Apartment Housing Complex of the Multifamily Project, pay the then-current standard fees in connection with any construction of the Apartment Housing Complex of the Multifamily Project, which fees shall include, but not be limited to, fees for the provision of water, sanitary sewer and storm sewer services, and which fees, the City agrees, will be determined in a manner consistent and uniform with the manner of fee determination by the City on projects comparable to the Multifamily Project. The Developer acknowledges and

agrees that the City reserves the right to adjust the standard fees described in this Section 4.7 from time to time in a manner consistent and uniform with the manner of fee determination by the City on projects comparable to the Apartment Housing Complex of the Multifamily Project. The Developer shall also ensure that any other standard fees, sales and use taxes, if any, and license and inspection fees necessary for the completion of the Apartment Housing Complex of the Multifamily Project shall be timely paid.

Section 4.8 Provision of City Services. The City agrees to provide to the Multifamily Project all City services usually and customarily provided by the City, including but not limited to, fire and police protection and road maintenance on dedicated and accepted public streets ***consistent with its City-wide street maintenance program***; *provided however*, the City shall not be required to construct and install improvements related to the provision of those services except as otherwise provided herein.

Section 4.9 Insurance and Bonds. Insurance and bonds shall be provided by the Developer or its contractors and subcontractors during the course of development of the Apartment Housing Complex of the Multifamily Project only if, and as otherwise required by, the City Codified Ordinances and other applicable development regulations.

Section 4.10 Compliance with Laws. In connection with the construction of the Multifamily Project and in performing its obligations under this Agreement, the Developer agrees that it shall comply with, and require all of its employees, agents, contractors and consultants to comply with, all applicable federal, state, county, or municipal laws (including City Codified Ordinances) in all material respects; provided, however, that nothing in this Section shall prohibit Developer from contesting in good faith the application of any such laws in an appropriate forum.

Section 4.11 Expeditious Completion of the Multifamily Project. The Parties agree that the expeditious completion of the Multifamily Project will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Multifamily Project in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Multifamily Project; *provided, however*, the Developer acknowledges and agrees that the various approvals of the City relating to planning and zoning described in this Article IV shall not be effective until approved by the appropriate body as contemplated hereby. The Parties each agree that the City shall have no responsibility relative to the marketing or sale of the real property or improvements thereto within the Multifamily Project.

Section 4.12 Waiver of Unpaid Special Assessments. In consideration for the Developer's agreement to construct the Multifamily Project and thereby create employment opportunities within the City as well as create various types of housing for its residents, the City agrees to waive, and not charge the Developer, for any unpaid assessments due to the City as of the Effective Date for the Property, or any parcel thereon, including, but not limited to, the unpaid assessments identified on **EXHIBIT E** (collectively, the "*Waived Assessments*"). The City represents that (a) **EXHIBIT E** is a certified summary, prepared by the City, of the Waived Assessments, and (b) except as set forth on **EXHIBIT E**, the City is not aware of any other unpaid assessments due to the City with respect to the Property, or any parcel thereon, including any accrued, deferred, or future known assessments on such property. The Parties agree that the City shall not levy any assessments on the Property which are not levied on all of the surrounding

property in a fair and equitable manner, except those assessments, if any, requested by Petition from an Owner of the Property.

(END OF ARTICLE IV)

ARTICLE V

COMMUNITY REINVESTMENT AREA

Section 5.1 General. The Parties acknowledge that the provision of real property tax exemptions in respect of the Multifamily Project Site will be important to facilitate the construction of the Multifamily Project.

Section 5.2 Community Reinvestment Area #7. The Parties agree that:

(a) In accordance with the CRA Legislation, the City has provided for a CRA Exemption applicable to the Multifamily Project Site, which as set forth in the CRA Legislation, includes a fifteen (15) year, 100% real property tax exemption for the construction of every commercial or industrial structure (which, for the avoidance of doubt, includes each structure that comprises a portion of the Apartment Housing Complex) as described in division (C) of Section 3735.67 of the Ohio Revised Code for properties located within CRA #7.

(b) To facilitate the construction of the Multifamily Project, to create employment opportunities within the City as well as the creation of various types of housing for its residents, and in consideration for the Developer's covenants set forth herein, the City hereby confirms that it has, through the CRA Legislation, provided for the aforementioned CRA Exemption, and that such CRA Exemption is available to Developer for the Multifamily Project Site under the terms of the CRA Legislation, the CRA Statute and this Agreement.

(c) The Developer agrees related to the Multifamily Project Site to file with the City one or more CRA real property tax exemption applications. The Parties agree that the CRA Exemption shall commence for each tax parcel that comprises a portion of the Apartment Housing Complex with the tax year identified by the Developer for that tax parcel in the CRA real property tax exemption application, provided that the CRA Exemption for each tax parcel shall commence

no later than the first tax year after that the portion of the Apartment Housing Complex is completed upon that tax parcel. The Developer shall file a CRA real property tax exemption application for the tax parcel that contains the final living unit within the Apartment Housing Complex no later than within ninety (90) days following the issuance (which issuance will not be unreasonably conditioned, withheld or delayed) by the City of a certificate occupancy therefor and shall include with that application (i) confirmation that construction of the final unit in the Apartment Housing Complex has been completed, and (ii) confirmation of the number of units included in the Apartment Housing Complex. The Parties acknowledge that the Developer may develop the Apartment Housing Complex in one or more phases, as determined by the Developer in its sole and complete discretion, and that the Developer may submit a CRA real property tax exemption application to the City for any tax parcel included within a phase or portion of the development of the Apartment Housing Complex.

The City agrees that promptly following confirmation of each application filed in accordance with this Section 5.2(c), the City will approve a fifteen (15) year, 100% real property tax exemption in respect of each tax parcel that comprises the Apartment Housing Complex, all in accordance with the CRA Legislation.

Section 5.3 Compliance and Remedies Related to the CRA Exemption.

(a) The City agrees that for so long as an Owner is the recipient of a real property tax exemption in accordance with Section 5.2(c) (each a “*Real Property Tax Exemption Recipient*”) and that Real Property Tax Exemption Recipient is complying with the terms of Section 5.2(c), and then notwithstanding the occurrence of a Developer Default or any other default hereunder by actions or inactions of the Developer (provided that such default is not caused by the action or inaction of that Real Property Tax Exemption Recipient), the City shall not take action to reduce

the exemption percentage and/or the term of the real property tax exemption as such would apply to the Real Property Tax Exemption Recipient.

(b) The Developer further agrees that if the City determines in good faith that an Owner fails to make any required Minimum Service Payment, **or fails to construct the Multifamily Project with a total fair market value of approximately \$40,560,000.00,** the City may thereafter take action against the Owner, which shall be proportionate to the default to reduce the applicable exemption percentage and/or the term of the real property tax exemption and/or the City may increase the Minimum Service Payments applicable to the Owner under Section 6.3 to a higher amount but in no event higher than the amount that Owner would have paid in real estate taxes but for the CRA exemption. **The remedies set forth in this paragraph shall not be subject to the 30 days' notice under Section 7 of this Agreement.**

Section 5.4 Priority of Tax Exemptions. The City agrees that the TIF Exemption shall be subordinate to the CRA Exemption. The Housing Officer shall designate in the Housing Officer's approval of a CRA real property tax exemption application that the CRA Exemption shall have priority with respect to the Multifamily Project Site over the TIF Exemption.

(END OF ARTICLE V)

ARTICLE VI

TAX INCREMENT FINANCING

Section 6.1 General. The Parties acknowledge that City Council heretofore passed the TIF Ordinance which provides for, among other terms, the application of the TIF Exemption to the Multifamily Project Site and identification of certain public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, the Multifamily Project Site.

Section 6.2 Statutory Service Payments. The Developer, on behalf of itself and each Owner, agrees to make TIF Payments attributable to its respective period of ownership of the Multifamily Project Site, all pursuant to and in accordance with the requirements of the TIF Statutes, and any subsequent amendments or supplements thereto, the TIF Ordinance and this Agreement, and as further set forth in the Declaration.

Section 6.3 Minimum Service Payment Obligation.

(a) General. The Developer, on behalf of itself and each Owner, acknowledges and agrees that the Multifamily Project Site is also subject to a minimum service payment obligation (the "*Minimum Service Payment Obligation*"), which constitutes a minimum service payment obligation under Ohio Revised Code Section 5709.91 (the Restaurant Parcel is not subject to the Minimum Service Payment Obligation or any other type of minimum service payment obligation). The Minimum Service Payment Obligation shall begin in the MSP First Payment Year and continue through and including the MSP Last Payment Year. Notwithstanding any other provision of this Agreement, the Minimum Service Payment Obligation shall cease after the MSP Last Payment Year.

(b) Invoices and Timing. The City shall send invoices to collect the Minimum Service Payments as follows:

(i) No later than _____ in each year in which the Minimum Service Payment is due, the City shall send an invoice to each Owner (at the registered address for purpose of receiving real property tax statements) stating the amount due which shall equal 50% of the applicable Minimum Service Payment for that year, and state that payment is due the later of: (i) thirty (30) days after the date the invoice is delivered to the Owner or (ii) February 15 of the year for which the Minimum Service Payment is being collected (the “*First Annual MSP Invoice Deadline*”), and

(ii) No later than _____ in each year in which the Minimum Service Payment is due, the City shall send an invoice to each Owner (at the registered address for purpose of receiving real property tax statements) stating the amount due which shall equal 50% of the applicable Minimum Service Payment for that year, and state that payment is due the later of: (i) thirty (30) days after the date the invoice is delivered to the Owner or (ii) July 15 of the year for which the Minimum Service Payment is being collected (the “*Second Annual MSP Invoice Deadline*” and collectively with the First Annual MSP Invoice Deadline, the “*MSP Invoice Deadline*”).

(c) Annual Minimum Service Payment Obligations. The aggregate annual amount of the Minimum Service Payments for the Multifamily Project Site shall equal:

<u>Year</u>	<u>Annual Amount</u>
MSP Payment Year 1	\$10,000.00
MSP Payment Years 2-5	\$60,000.00
MSP Payment Years 6-10	\$70,000.00
MSP Payment Years 11-15	\$150,000.00

(d) Apportionment of Minimum Service Payment Obligation Among Multiple Owners.

In the event the Multifamily Project Site is owned by more than one Owner, the City shall collect the Minimum Service Payments on a pro rata basis among such Owners based on the then-assessed value of each such Owner's property in proportion to the assessed value of all such Owners' property.

(e) Delinquencies, Administrative Fees and Interest. If a Minimum Service Payment is not received by the City within thirty (30) days after the applicable MSP Invoice Deadline, the City may assess a non-paying Owner with a 10% administrative fee together with interest accruing at an annual rate of 10% on the portion of any Minimum Service Payment that remains unpaid from that Owner. The City may certify delinquent Minimum Service Payments, fees and interest to the County Auditor for collection on real property tax bills. Any late payments of amounts so certified will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. In no event shall the Minimum Service Payment Obligation for the Multifamily Project Site equal less than zero dollars. The Developer, on behalf of itself and the Owners, acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the TIF Payments and the Minimum Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of TIF Payments and Minimum Service Payments applies to the Multifamily Project Site and any improvements thereon.

(f) Failure to Send Invoice. Failure by the City to send an invoice to an Owner for the a Minimum Service Payment in accordance with this Section shall not invalidate Developer's/Owner's obligation to make such payment(s). However, such failure shall invalidate

City's right to assess fees and interest as outlined in this Section for Developer's/Owner's failure to remit or timely remit Minimum Service Payments as required herein. **The MSP Payment obligation contained herein shall not be subject to the Force Majeure provision of section 6.5.**

(g) Foreclosure and Acceleration. In the event that any portion of the Multifamily Project Site is subject to an action that would impair or foreclose the lien created by the Declaration (such as a property tax foreclosure action), and provided that the Multifamily Project Site is still subject to the Minimum Service Payment Obligation at the time that such foreclosure becomes effective, the City may declare immediately due and payable all Minimum Service Payments projected to be due from that portion in the then-current year or any future year (through and including the Minimum Service Payment Last Payment Year). Except as set forth in this Section this Section 6.3, no other Minimum Service Payment shall be owed for the Multifamily Project Site, or any portion thereof.

Section 6.4 Information Reporting. The Developer covenants to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax increment review council to enable that tax increment review council to review and determine annually during the term of this Agreement the Developer's compliance with the terms of this Agreement. Any information supplied to such tax increment review council will be provided solely for the purpose of monitoring the Developer's compliance with this Agreement.

The Developer further covenants to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Section 5709.40(I) to the Director of the Ohio Department of Development on or before March 31 of each year the exemption for the Multifamily Project Site

provided by the TIF Ordinance is in effect. Any information supplied to the City will be provided solely for the purpose of enabling the City to comply with this requirement.

Section 6.5 Non Discriminatory Hiring Policy. With respect to operations within the City, the Developer will comply with the City's policies adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions (under the TIF Ordinance and the CRA Legislation) practice nondiscriminatory hiring in its operations. In furtherance of that policy, the Developer will agree that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

(END OF ARTICLE VI)

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1 Developer Default. Any one or more of the following shall constitute a Developer Default under this Agreement:

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

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

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

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

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

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

Section 7.2 City Default. Any one or more of the following shall constitute a City Default under this Agreement:

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

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

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

(d) Any repeal of the CRA Legislation or the TIF Ordinance or reduction or elimination of the real property tax exemptions granted thereunder except as otherwise provided herein.

Section 7.3 Remedies.

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

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

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

(b) In the event that the Developer shall create or suffer a Developer Default under this Agreement and the Parties are unable to resolve all issues arising out of such a Developer Default in accordance with the discussion and mediation provisions set forth in Section 7.3(a) above, then, in addition to any other rights or remedies available to the City hereunder, in equity or at law, the

City, at its option, shall have the right to cancel and terminate this Agreement by written notice to the Developer.

(c) In the event that the City shall create or suffer a City Default under this Agreement and the Parties are unable to resolve all issues arising out of such a City Default in accordance with the discussion and mediation provisions set forth in Section 7.3(a) above, then, in addition to any other rights or remedies available to the Developer hereunder, in equity or at law, the Developer, at its option, shall have the right to cancel and terminate this Agreement by written notice to the City.

Section 7.4 Other Rights and Remedies; No Waiver by Delay. The Parties each have the further right to institute any actions or proceedings (including, without limitation, actions for specific performance, injunction or other equitable relief) as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; *provided*, that any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement will not operate as a waiver of those rights or to deprive it of or limit those rights in any way; nor will any waiver in fact made by either Party with respect to any specific default or breach by any other Party under this Agreement be considered or treated as a waiver of the rights of that Party with respect to any other defaults by the other Party or with respect to the particular default or breach except to the extent specifically waived in writing. It is the further intent of this provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise any remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

Section 7.5 Force Majeure. Except as otherwise provided herein, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; *provided, however,* that the Party seeking the benefit of the provisions of this Section must, within a reasonable period following commencement of the enforced delay, notify the other Party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

(END OF ARTICLE VII)

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party; *provided, however*, that the Developer may without the consent of the City assign its rights and responsibilities under this Agreement to any affiliate of Developer; *provided, further*, any assignment shall not have an effective date earlier than the date title to the parcel upon which such Multifamily Project is to be constructed is/are transferred to the affiliate as evidenced by the recordation of the deed(s) to said parcel(s).

For purposes of this Agreement, an “*affiliate*” of the Developer shall mean any entity controlled by or under common control with the Developer and, “*controlled by*” or “*under common control with*” will refer to the possession, directly or indirectly, of the legal power to direct or cause the direction of the management and policies of an entity, whether through the exercise of, or the ability to exercise, voting power or by contract.

Once the Multifamily Project has been completed, the Developer may assign this Agreement to an unrelated third party, which has the financial resources and expertise to own and operate the Multifamily Project, with the prior written consent of the City, which consent will not be unreasonably conditioned, delayed or withheld.

Section 8.2 Binding Effect. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council’s sole discretion. All rights, remedies, and interests held, created in, or received by Developer in this Agreement or in any agreement attached to or entered into pursuant to this Agreement, shall, unless the same are specifically and expressly reserved by this

Agreement to Developer, be rights, remedies, and interests automatically transferred by Developer to an affiliate of Developer with, and at such time as, the deed to any parcel upon which Multifamily Project is to be constructed is executed and delivered by Developer; *provided, however,* that the automatic transfer of such rights, remedies, and interests described in this sentence are herein limited to the rights, remedies, and interests as they relate to and affect the Multifamily Project owned by the Developer.

Section 8.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 8.4 Day for Performance. Wherever herein there is a day or time period established for performance and the day or the expiration of the time period is a Saturday, Sunday or legal holiday, then the time for performance will be automatically extended to the next business day.

Section 8.5 Developer Mortgagee Rights. The City hereby acknowledges that, from time to time during the development of the Multifamily Project, the Developer may obtain financing in connection with the Multifamily Project which will be secured in whole or in part by assignments, pledges or mortgages of the Developer's interests in the Property (each a "*Developer Mortgage*"). In connection therewith, the City agrees to and shall cooperate with the Developer to provide to the holder of any such Developer Mortgage (each a "*Developer Mortgage*") such reasonable factual representations and/or consents regarding this Agreement and/or the Developer's rights hereunder as such Developer Mortgagee may request from time to time. By way of example, such reasonable factual representations and/or consents may take the form of: (a) estoppel certificates certifying that this Agreement is unmodified and in full force and effect (or if

there have been modifications that it is in full force and effect as modified and stating the modifications), that neither the City nor the Developer is in default in the performance of any obligations under this Agreement (or specifying any such default of which the City has knowledge), and certifying as to other facts as reasonably requested by such Developer Mortgagee; and/or (b) consents to the collateral assignment of certain of the Developer's rights under or in respect of this Agreement. Any such requested assurance and/or consent shall be in a form reasonably approved by the City, and the City shall endeavor reasonably to respond to any such request in a prompt and timely manner. The Developer shall pay on behalf of the City any reasonable fees and expenses incurred by the City in connection with any request pursuant to this Section.

Section 8.6 Document Submissions to the City. Except as otherwise required by the City Codified Ordinances, any documents required to be submitted to the City pursuant to this Agreement shall be submitted to the City Manager or such other City department as may be directed by the City Manager.

Section 8.7 Entire Agreement. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 8.8 Executed Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It is not necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties may deliver executed versions of this Agreement and any amendments or addendums hereto by electronic means (e.g., PDF or similar format delivered by electronic mail), and such electronic versions shall be deemed

to be original versions of this Agreement. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

Section 8.9 Extent of Covenants; Conflict of Interest; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement are effective to the extent authorized and permitted by applicable law. No member, official or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal interest or the interests of any corporation, partnership, association or other entity in which he is, directly or indirectly, interested. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, member or employee of the City or the Developer, or its successors or permitted assigns, other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement nor any present or future member, officer, agent, director or employee of the Developer, or its successors or permitted assigns, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

Section 8.10 Governing Law. This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees and the Developer, its employees

and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio or any appellate court therefrom.

Section 8.11 Limits on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event will the City or the Developer, or its successors or permitted assigns, be liable to each other for punitive, special, consequential or indirect damages of any type and regardless of whether those damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

Section 8.12 No Third-Party Beneficiary. Except relative to a permitted assignee pursuant to an assignment effected pursuant to Section 7.1, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties, any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties hereto, as provided herein. With the exception of the Parties and any assignee effected pursuant to Section 7.1, it is not intended that any other person or entity shall have standing to enforce, or the right to seek enforcement by suit or otherwise of any provision of this Agreement whatsoever.

Section 8.13 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received by email, or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the Notice Address, or to another

address of which the recipient has previously notified the sender in writing, and the notice will be deemed received upon actual receipt, unless sent by certified mail, in which case the notice will be deemed to have been received when the return receipt is received, signed or refused.

Section 8.14 Recitals and Exhibits. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto and the information contained in the Exhibits hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 8.15 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement contained herein, each of which will be construed and enforced as if the invalid or unenforceable portion were not contained herein. If any provision, covenant, obligation or agreement contained herein is subject to more than one interpretation, a valid and enforceable interpretation is to be used to make this Agreement effective. An invalidity or unenforceability of any provision of this Agreement will not affect any valid and enforceable application, and each provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 8.16 Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(END OF ARTICLE VII – SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Developer has caused this Agreement to be executed by its duly authorized representatives, all as of the date first written above.

METRO ROSE, LLC, an Ohio limited liability company

By: _____

Printed: Matthew R. Vekasy

Title: Manager

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2023, before me a Notary Public personally appeared Matthew R. Vekasy, the Manager of Metro Rose, LLC, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of Metro Rose, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

FISCAL OFFICER’S CERTIFICATE

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2023 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2023

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Newbauer Property Legal Description (25.3 Acres), to be consolidated:

PARCEL I: (P70 01820 0003)

Located in the city of Huber Heights and in Section 24, Town 2, Range 8 M.R.S., County of Montgomery, state of Ohio and being all of lot 3 of the plat of Newbauer Park Section One as recorded in plat book 196, page 38-38a in the plat records of Montgomery County, Ohio. 0.9093 acres.

PARCEL II: (P70 01820 0004)

Located in the city of Huber Heights and in Section 24, Town 2, Range 8 M.R.S., County of Montgomery, state of Ohio and being all of lot 4 of the plat of Newbauer Park Section One as recorded in plat book 196, page 38-38a in the plat records of Montgomery County, Ohio. 24.3907 acres.

EXHIBIT C
FORM OF DEVELOPER DECLARATION OF COVENANTS
TAX INCREMENT FINANCING DECLARATION OF COVENANTS

This TAX INCREMENT FINANCING DECLARATION OF COVENANTS (this “Declaration”) is made by METRO ROSE, LLC, an Ohio limited liability company having its address at 1429 King Avenue, Columbus, Ohio 43212 (the “Declarant”).

WITNESSETH:

WHEREAS, the Declarant has acquired certain parcels of real property located in the City of Huber Heights, Ohio (the “City”), a description of which real property is attached hereto as ATTACHMENTS A-1 AND A-2 (with each parcel as now or hereafter configured, a “Parcel”, and collectively, the “Parcels”), having acquired such fee simple title by instrument No. _____ recorded in the Official Records of the Office of the Recorder of Montgomery County, Ohio (the “County Recorder”), as O.R. _____, Page _____; and

WHEREAS, the Declarant contemplates making private improvements to the referenced Parcels; and

WHEREAS, the City, by its Ordinance No. 2003-O-1409, as amended by Ordinance No. 2020-O-2456 (collectively, the “TIF Ordinance”), has declared that one hundred percent (100%) of the increase in the assessed value of each Parcel subsequent to the effective date of the TIF Ordinance (such increase hereinafter referred to as the “Improvement” as further defined in Ohio Revised Code Sections 5709.40, but which term, as specified in the TIF Ordinance, shall not include the increase in assessed value of any CRA Exempted Improvement (as defined therein) located upon such Parcel for so long and to the extent that such CRA Exempted Improvement is exempt from real property taxation pursuant to the CRA Statute (as defined therein) and the Agreement (defined below) is a public purpose and is exempt from taxation (such exemption referred to herein as the “TIF Exemption”) for a period as set forth in the TIF Ordinance, commencing on the effective date and ending on the earlier of (a) sixty (60) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42, 5709.43 and 5709.51 (collectively, the “TIF Statute”) and the TIF Ordinance; and

WHEREAS, it is necessary to acknowledge the construction of certain public infrastructure improvements (the “Existing Public Infrastructure Improvements”) which have heretofore been designated by the City as benefiting the Parcels and which Declarant agrees will directly benefit the Parcels; and

WHEREAS, the TIF Ordinance provides that the owner of the Parcels makes service payments in lieu of taxes with respect to any Improvement on that Parcels (the “TIF Payments”) which TIF Payments will be used to pay costs of the Public Infrastructure Improvements, all pursuant to and in accordance with the TIF Statute and the TIF Ordinance; and

WHEREAS, the Declarant and the City entered into a Development Agreement dated as of _____, 2023 (the “Agreement”), a copy of which may be obtained from the office of the City Manager of the City at 6131 Taylorsville Road, Huber Heights, Ohio 45424; and

WHEREAS, the Agreement creates an obligation on the owners of certain Parcels containing the Multifamily Project (the “*Multifamily Project Site*”, as defined in the Agreement) to make certain minimum service payments with respect to those Parcels (the “*Minimum Service Payments*”); and

WHEREAS, this Declaration is being made and filed of record with respect to the Parcels comprising the Multifamily Project Site pursuant to Section 2.3 of that Agreement.

NOW, THEREFORE, the Declarant, for itself and its successors and assigns to or of each Parcel (collectively, the “*Owners*” and individually, each an “*Owner*”), hereby declares that the forgoing recitals are incorporated into this Declaration by this reference and that the Parcels and any improvements thereon will be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the terms and provisions of this Declaration:

Section 1. Defined Terms. Any terms which are used but not defined herein shall have the meaning as set forth in the Agreement.

Section 2. Provision of Real Property Tax Exemptions Pursuant to CRA Legislation. The Owners agree that the City shall not be required to provide any real property tax exemption with respect to the Parcels under the CRA Legislation until the conditions set forth in Article V of the Agreement are satisfied and for as long as the conditions set forth in Article V of the Agreement are satisfied. The TIF Exemption and the obligation to make TIF Payments are subject and subordinate to any real property tax exemptions granted pursuant to the CRA Legislation.

Section 3. TIF Payments. Each Owner will make the TIF Payments attributable to its period of ownership of any Parcel, all pursuant to and in accordance with the requirements of the TIF Statute, the TIF Ordinance and any subsequent amendments or supplements thereto. TIF Payments will be made semiannually to the County Treasurer of Montgomery County, Ohio (or to such Treasurer’s designated agent for collection of the TIF Payments) on or before the due dates for payment of real property taxes for each Parcel, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. TIF Payments will be made in accordance with the requirements of the TIF Statute and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel (after credit for any other payments received by the City under Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, or any successor provisions thereto, as the same may be amended from time to time, with such payments referred to herein as the “*Property Tax Rollback Payments*”) if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. (For avoidance of doubt, the Owner will not be required to make TIF Payments with respect to any increase in assessed value that is exempt from real property taxation pursuant to CRA Legislation because the TIF Exemption is subordinate to the CRA Exemption.) No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and TIF Payments with respect to any portion of the Improvement, whether pursuant to Section 5709.42 of the Ohio Revised Code or the Agreement; *provided, however*, this shall not preclude payment of any sum otherwise required to be paid under the Agreement.

The Owners acknowledge and agree that the Existing Public Infrastructure Improvements do, and will, directly benefit the Parcels.

Section 4. Minimum Service Payments. In addition to the obligation to make TIF Payments, the Owners of each Parcel located on the Multifamily Project Site (collectively, the “Multifamily Parcels”, a description of which is attached hereto as **ATTACHMENT A-3**) agree to a minimum service payment obligation (the “*Minimum Service Payment Obligation*”) for each Multifamily Parcel owned by such respective Owner, pursuant to and in accordance with the Agreement. The Owners of the Multifamily Parcels agree that the Minimum Service Payment Obligation is intended to constitute a minimum service payment obligation under Ohio Revised Code Section 5709.91 and shall be supported by a first lien on the Multifamily Parcels pursuant to Ohio Revised Code Sections 5709.91 and 323.11. The total Minimum Service Payment Obligation due for each Multifamily Parcel for any calendar year will be equal to the amount set forth in the Agreement; *provided* that the Minimum Service Payment Obligation shall not equal less than zero dollars. The Minimum Service Payment Obligation for each Multifamily Parcel shall be effective for the term relating to each Parcel as set forth in the Agreement. The Minimum Service Payment Obligation does not apply to the Restaurant Parcel as defined in the Agreement.

Section 5. Preservation of Exemption. Notwithstanding anything to the contrary set forth in the Agreement, neither City nor any Owner, nor their respective successors, assigns or transferees, shall take any action that may endanger or compromise the status of or cause the revocation of the TIF Exemption.

Section 6. Failure to Make Payments. Should any Owner of any Parcel fail to make any payment required hereunder, such Owner shall pay, in addition to the payments it is required to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys’ fees) required by the City to enforce the provisions of the Agreement and this Declaration against that Owner.

Section 7. Provision of Information. The Owners agree to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually the compliance of each Owner with the terms of this Declaration during the term of the TIF Exemption for the Parcel.

The Owners further agree to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by Ohio Revised Code Sections 5709.40(I), as applicable, to the Director of the Ohio Development Services Agency on or before March 31 of each year following any year in which the TIF Exemption for the applicable Parcel remains in effect.

Section 8. Nondiscriminatory Hiring Policy. The Owners agree to comply with the City’s policies adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in its operations. In furtherance of that policy, each Owner agrees that it will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 9. Covenants to Run With the Land. The Owners agree that each of their covenants contained in this Declaration are covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against each Parcel, as applicable, any improvements thereon and the owner of the Parcel, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate. The City has the right in the event of any breach of any covenant herein contained to exercise all of the rights and remedies as set forth in Section 7.3 of the Agreement.

The Owners further agree that all covenants herein, whether or not these covenants are included by any owner of a Parcel in any deed to that owner's successors and assigns, are binding upon each subsequent owner and are enforceable by the City, and that any future owner of that Parcel, or any successors or assigns of an Owner with respect to a Parcel, will be treated as a Declarant, with respect to that Parcel for all purposes of this Declaration.

The Owners further agree that their covenants herein will remain in effect so long as the TIF Payments can be collected pursuant to the TIF Statute and the TIF Ordinance and the Minimum Service Payments can be collected pursuant to the Agreement, and in each case, unless otherwise modified or released in writing by the City in a written instrument filed in the Official Records of the County Recorder. At any time when this Declaration is no longer in effect, the City agrees to cooperate with any reasonable request by the Owner(s) to execute (for recording by such Owner(s)) an instrument to evidence this fact.

The Declarant acknowledges that the provisions of Ohio Revised Code Section 5709.91, which specify that the TIF Payments and the Minimum Service Payments will be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11 including, but not limited to, the priority of the lien and the collection of TIF Payments and Minimum Service Payments applies to the Parcels and any improvements thereon.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and effective as of _____, 2023.

METRO ROSE, LLC, an Ohio limited liability company

By: _____

Printed: Matthew R. Vekasy

Title: Manager

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this _____ day of _____, 2023, before me a Notary Public personally appeared Matthew R. Vekasy, the Manager of Metro Rose, LLC, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of Metro Rose, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

This instrument is prepared by:
Scott J. Ziance
Vorys Sater Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215

(Exhibit C Continued)

Attachment A-1

DESCRIPTION OF PARCELS SUBJECT TO DECLARATION

(Exhibit C Continued)

Attachment A-2

DEPICTION OF PARCELS SUBJECT TO DECLARATION

Attachment A-3

**DESCRIPTION OF MULTIFAMILY PARCELS
(SUBJECT TO MINIMUM SERVICE PAYMENTS)**

EXHIBIT D-1
PRELIMINARY LEGAL DESCRIPTION OF RESTAURANT PARCEL

Proposed Preliminary Legal Description of Restaurant Parcel (4.04+/- Acres), subject to change:

Situated in Sections 18 and 24, Town 2, Range 8, MRS, City of Huber Heights, Montgomery County, Ohio, being part of Lots 3 and 4 of Newbauer Park as recorded in P.B. 196 Pg. 38 and as conveyed to Nancy A. Newbauer Tr. in Deed MF #96-630C08, the boundary of which being more particularly described as follows:

Beginning at the north corner of said Lot 3;

Thence along the north right of way line of Executive Boulevard the following three (3) courses:

1. S78°44'53"W a distance of 297.60 feet;
2. Along a curve to the right an arc distance of 160.40 feet, said curve having a radius of 552.67 feet, a central angle of 16°37'44" and a chord bearing S87°03'45"W a distance of 159.84 feet;
3. N84°37'23"W a distance of 391.15 feet;

Thence through the aforesaid Newbauer Park, N05°22'22"E a distance of 482.94 feet to a point in the north line of said Newbauer Park;

Thence along the lines of said Newbauer Park, the following three (3) courses:

1. S84°33'27"E a distance of 282.84 feet;
2. S05°18'08"W a distance of 374.78 feet;
3. S84°40'07"E a distance of 551.17 feet to the point of beginning.

Containing 4.047 acres, more or less and being subject to easements, restrictions and rights of way of record.

The above description is for development agreement area only and not intended for conveyances purposes.

EXHIBIT D-2
APPROXIMATE GENERAL DEPICTION OF THE RESTAURANT PARCEL

Proposed Approximate General Depiction of Restaurant Parcel (4.04+/- Acres), subject to change and jurisdictional approvals:

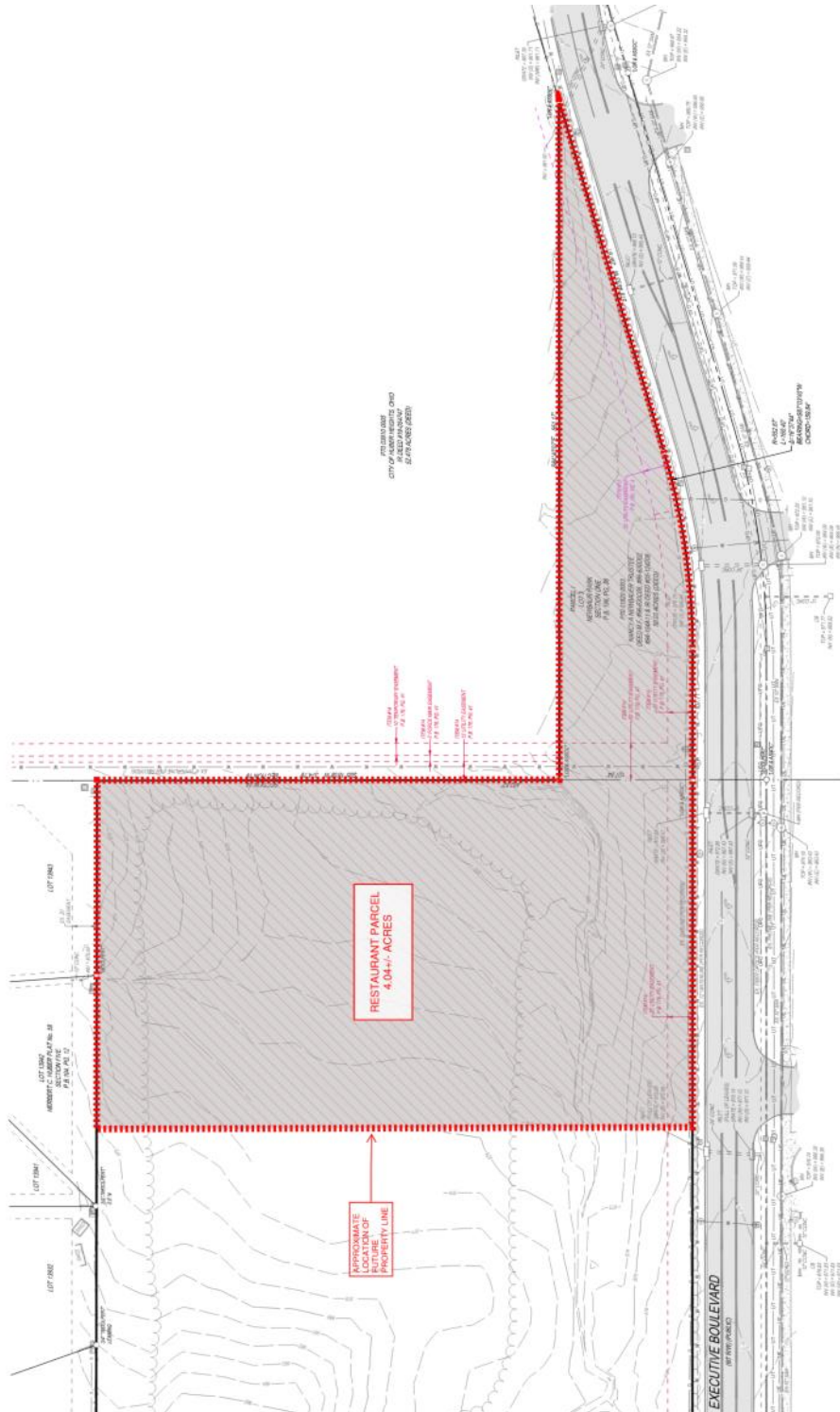


EXHIBIT E
WAIVED, UNPAID ASSESSMENTS DUE TO CITY OF HUBER HEIGHTS
PARCELS P70 01820 0004 AND P70 01820 0003

EXHIBIT F
PROHIBITED USES – RESTAURANT PARCEL

1. Any adult bookstore, strip club, or any other establishment which provides live adult entertainment, or which sells, rents, or exhibits pornographic, illicit or obscene materials.
2. Any gas or fueling station.
3. Any automobile, truck, trailer, or recreational vehicle sales, leasing, display or repair or maintenance facility.
4. Any operation primarily used as a warehouse operation and any assembling, manufacturing, refining, mineral extraction or industrial operation.
5. Any short-term retail booths or outdoor sales.
6. Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
7. Any dumping, disposing, incineration, sorting or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage and recycling collection receptacles or compactors located near the rear of any building.
8. Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to either any accessory or secondary laundry use connected to a primary multifamily use, or storefront retail facilities for on-site service oriented to pickup and delivery by the ultimate consumer.
9. Any residential use, including but not limited to, single family dwellings, townhouses, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms.
10. Any pet, animal or dog boarding operation to the extent it uses exterior kennels, runs and/or pens.
11. Any mortuary or funeral home.
12. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; so-called “internet cafes”; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant of such property, and this prohibition shall not be applicable to an establishment that has a game room or similar as an ancillary use (including, without limitation, the use of pinball machines, electronic games or similar apparatus).

13. Any sexually-oriented massage parlors or similar adult establishments; provided, however, that this restriction shall not prohibit the operation of massage therapy establishments operated by professional state-licensed therapists or medical practitioners.
14. Any business establishments engaged in the primary business of payday lending, check cashing, or providing small-dollar short-term unsecured loans, however, that this restriction shall not prohibit the operation of any Federal Deposit Insurance Corporation (FDIC)-insured bank or financial institution.

AI-9393

Topics of Discussion 0.

Council Work Session

Meeting Date: 08/08/2023

CR Dayton - Lease Amendment - 6061 Brandt Pike

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

CR Dayton - Lease Amendment - 6061 Brandt Pike

Purpose and Background

As part of the CR Dayton strip mall renovation project, the City intends to demolish the north strip mall building. There is currently one tenant with an active lease in the north building who needs to be relocated to the south strip mall building as part of this project. This lease amendment will allow for this relocation so the bigger renovation project may proceed.

Fiscal Impact

Source of Funds: TED Fund

Cost: TBD

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. 2023-R-

AUTHORIZING AN AMENDMENT TO A LEASE FOR CR DAYTON UNIT #9 ADDRESSED AS 6061 BRANDT PIKE.

WHEREAS, the City of Huber Heights (the “City”) is the owner of the former CR Dayton shopping center property; and

WHEREAS, pursuant to Resolution No. 2021-R-7070 the City entered into a lease for Unit #9 at 6061 Brandt Pike, erroneously denoted as Unit #10 in previous legislation; and

WHEREAS, the City’s commercial real estate agent is recommending an amendment to said lease.

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

Section 1. The City Manager is hereby authorized to execute an amendment to an existing rental agreement on behalf of the City of Huber Heights as landlord with respect to Unit #9 at 6061 Brandt Pike, subject to the review and approval of the Law Director as to form and content.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9394

Topics of Discussion P.

Council Work Session

Meeting Date: 08/08/2023

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

Submitted By: Bryan Chodkowski

Department: Economic Development

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **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 the western neighbor to Wright-Patterson Air-Force Base, which employs over 30,000 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 \$4.2 billion per year. Specifically to Huber Heights, Department of Defense associated business activities make up our largest collective source of earned income tax proceeds.

The Big Hoopla, which supports the annual NCAA Men's Basketball First Four play-in games at the University of Dayton and annually generates \$4.5 million of economic impact, hosts an annual concert for active-duty military personnel and veterans within the region in appreciation for their service and commitment to our country. The Big Hoopla's Hometown Heroes Military Appreciation Night on September 16, 2023, will be held at The Rose Music Center which is owned by the City of Huber Heights.

In support for The Big Hoopla's Hometown Heroes Military Appreciation Night, and as a show of gratitude to those who serve, and have served, in the defense of the security of our nation, it is recommended that the City provide a Title Sponsorship for The Big Hoopla's Hometown Heroes Military Appreciation Night on September 16, 2023.

Fiscal Impact

Source of Funds: General Fund - Department Of Economic Development

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. 2023-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 neighbor to Wright-Patterson Air Force Base, which employs over 30,000 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 \$4.2 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 September 16, 2023; and

WHEREAS, the City wishes to demonstrate its support for The Big Hoopla's Hometown Heroes Military Appreciation Night and its gratitude for those who serve, and have served, in the defense of the security of this nation.

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 September 16, 2023 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 the City of Huber Heights, Ohio.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and 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 _____, 2023;
_____ Yeas; _____ Nays.

Effective Date:

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

AI-9410

Topics of Discussion Q.

Council Work Session

Meeting Date: 08/08/2023

City Manager Search Process Update

Submitted By: Anthony Rodgers

Department: City Council

Council Committee Review?: Council Work Session **Date(s) of Committee Review:** 08/08/2023

Audio-Visual Needs: None **Emergency Legislation?:** No

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

Agenda Item Description or Legislation Title

City Manager Search Process Update

Purpose and Background

This agenda item was requested by Councilmembers Ed Lyons, Glenn Otto, Anita Kitchen, and Richard Shaw for an update on the City Manager search process.

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.

CITY MANAGER SEARCH PROCESS PUBLIC UPDATE

After the City Council authorized a restart of the City Manager search process in early 2023, the City engaged with Baker Tilly to initiate a new search process in 2023 under the terms of the agreement between the City and Baker Tilly signed in November, 2021 at no additional cost to the City. Baker Tilly worked with the City to update the City Manager recruitment brochure and the recruitment brochure was disseminated nationally through various media by Baker Tilly with a first review of applications by Baker Tilly after May 1, 2023. By the first review of applications, Baker Tilly had received 46 applications for the City Manager position. Baker Tilly then screened the applications received against the qualifications outlined in the recruitment brochure and recommended 9 candidates to be interviewed by the City Council that met the qualifications outlined in the recruitment brochure. After the application materials for the 9 candidates had been provided by Baker Tilly to the City Council, 2 of these candidates withdrew from the search process of their own accord. The City Council then began a review of the remaining 7 candidates in Executive Session at public meetings which included a combination of review of application materials, video questionnaires, Microsoft Teams interviews, and/or in-person interviews. These properly noticed public meetings regarding the City Manager search process took place on the following dates:

June 22, 2023

July 12, 2023

July 13, 2023

July 19, 2023

July 20, 2023

The names and application materials of these 7 candidates were later publicly released by the City in response to a public records request by the Dayton Daily News.

The City Council is scheduled to meet in Executive Session at a properly noticed meeting as a Council Work Session on Monday, August 14, 2023 at 7:00 PM to continue the City Manager search process.