

ORDINANCE NO. 6892

AN ORDINANCE AMENDING THE 2021 BUDGET AND ANNUAL APPROPRIATION ORDINANCE, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

To provide for current expenses of the City of Miamisburg for the fiscal year 2021, the annual appropriation ordinance is amended to add or subtract the following sums and they are hereby set aside and appropriated as follows:

<u>FUND</u>	<u>AMOUNT</u>
Council	\$227.00
Mayor	8.00
City Manager	15,583.00
Finance	5,054.00
Law Director	1,907.00
Court	20,144.00
Prosecutor	5,796.00
Civic Service	6.00
Human Resources	8,345.00
Buildings & Land	32,679.00
Miscellaneous	7,352.00
Police Patrol	(384.00)
Criminal Investigations	78.00
Police Administration	(286.00)
Police Communication	2.00
Jail & Evidence	17.00
Development & Planning	24,269.00
Engineering	57,488.00
Building Inspection/Code Enforcement	3,613.00
Community Development	9.00
Mound GC Clubhouse	1,896.00
Pool	1,668.00
Parks	(4,985.00)
Recreation Administration	9,288.00
Recreation Program	3,698.00
Recreation Facilities Administration	6,536.00
Traffic Maintenance	<u>(19,678.00)</u>
Total General Fund	180,330.00

City Income Tax Fund	\$6,405.00
Municipal Court Probation Fund	\$2,905.00
Municipal Court Special Projects Fund	\$1,600.00
Street Fund	\$21,796.00
State Highway Fund	\$1,251.00
Water Fund	\$440,160.00
Sewer Fund	\$256,144.00
Water Capital Improvement Fund	\$50,000.00
Sewer Capital Improvement Fund	\$50,000.00
Civic Center Fund	\$50,000.00
City Garage Fund	\$3,578.00
Total	<u>\$1,064,169.00</u>

Section 2.

This ordinance is declared to be an emergency measure necessary for the public peace, health, safety, and welfare and for the further reason that these appropriations are needed at the earliest possible date to meet current obligations of the City for fiscal year 2021; therefore, this measure shall take effect and be in force from and after its passage.

Passed: January 19, 2021

Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6893

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROJECT AGREEMENT WITH MIAMI TOWNSHIP FOR JOINT PARTICIPATION IN THE 2021 ASPHALT PAVING PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, Miamisburg conducts competitive bidding for an annual asphalt paving program, and Miami Township would like to enter into an arrangement whereby Miamisburg would include certain designated Miami Township roadways in their 2021 asphalt paving program; and

WHEREAS, Ohio Revised Code § 5535.08 (C)(1) authorizes the Parties to enter into such an agreement, and

WHEREAS, it is the desire of both the City and Township that this resurfacing program be undertaken in a coordinated manner to reduce over-all construction costs; and

WHEREAS, the City shall be designated as the lead agency to solicit bids for this resurfacing work in accordance with approved plans and specifications, and said solicitation to be made in accordance with applicable law; and

WHEREAS, the Township shall reimburse the City for actual construction costs for work completed within Township boundaries based on contract unit prices, as-built quantities, and construction changes approved by the Township; and

WHEREAS, the Township and City jointly desire to enter into a certain agreement for the roadway resurfacing, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement, attached herein as Exhibit "A", with Miami Township for joint participation in the City's 2021 Asphalt Paving Program.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this agreement is needed at the earliest possible date to remain on schedule for the summer road maintenance season, therefore, this measure shall take effect and be in force from and after its passage.

Passed: January 19, 2021

Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

**EXHIBIT "A"**

**AGREEMENT FOR JOINT PARTICIPATION IN AN  
ASPHALT PAVING PROGRAM**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Miami Township, Montgomery County, Ohio (hereinafter "Miami Township"), and the City of Miamisburg, Montgomery County, Ohio (hereinafter "Miamisburg"). (Miamisburg and Miami Township are collectively referred to herein as the "Parties" and may be referred to individually as a "Party").

**RECITALS**

**WHEREAS**, Miamisburg conducts competitive bidding for an annual asphalt paving program, and Miami Township would like to enter into an arrangement whereby Miamisburg would include certain designated Miami Township roadways in their 2021 asphalt paving program bidding; and

**WHEREAS**, Ohio Revised Code § 5535.08 (C)(1) authorizes the Parties to enter into such an agreement,

**NOW, THEREFORE**, it is agreed by and between the Parties as follows:

- Section 1.** This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") and shall continue until the 31<sup>st</sup> day of December 2021.
- Section 2.** Miami Township has submitted a list of roadways to Miamisburg-to be placed in Miamisburg's Asphalt Paving Program for competitive bidding.
- Section 3.** Miami Township agrees, at its cost, to aid Miamisburg in field inspections along Miami Township's list of roadways during the asphalt paving process.
- Section 4.** Miami Township shall reimburse the Miamisburg for actual construction costs for work completed within township boundaries based on contract unit prices, as built quantities, and construction changes approved by the township. Payments shall be made to Miamisburg within thirty (30) days after receipt of an invoice.
- Section 5** This Agreement may only be modified in writing and signed by both Parties.
- Section 6** This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**CITY OF MIAMISBURG  
MONTGOMERY COUNTY, OH**

**MIAMI TOWNSHIP  
MONTGOMERY COUNTY, OH**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

ORDINANCE NO. 6894

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FOURTH AMENDMENT TO COOPERATIVE AGREEMENT, RELATED TO THE AUSTIN INTERCHANGE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg, Ohio (“Miamisburg”), the Montgomery County Transportation Improvement District (the “TID”), Miami Township Montgomery County, Ohio (the “Township”), the City of Springboro, Ohio (“Springboro”) and the Miamisburg City School District, County of Montgomery, Ohio (the “School District”) entered into a Cooperative Agreement (the “Original Cooperative Agreement”), dated December 15, 2005, as has been amended and supplemented by the First Amendment to Cooperative Agreement by and among the parties, dated July 8, 2008; the Supplement to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated January 8, 2009; the Second Supplement to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated November 3, 2009; Second Amendment to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated July 21, 2010; the Third Supplement to Cooperative Agreement by and among the TID, the Township and Miamisburg, dated July 29, 2011; and the Third Amendment to Cooperative Agreement by and among the parties, dated August 23, 2011 (the Original Cooperative Agreement together with all amendments and supplements thereto, the “Cooperative Agreement”), which relate to the acquisition, construction and financing of certain public infrastructure improvements and compensating the School District in connection with the School District’s approval of real property tax exemptions granted by the Township, Miamisburg and Springboro pursuant to Ohio Revised Code Sections 5709.73 and 5709.40.; and

WHEREAS, pursuant to the Cooperative Agreement, Miamisburg, Springboro, the TID and the Township (collectively the “Parties”) cooperated to finance and construct various public infrastructure improvements, including the Austin Interchange Project and the Byers Road Project, both as defined in the Cooperative Agreement (together the “Projects”); and

WHEREAS, the Parties pledged certain service payments in lieu of taxes generated by certain tax increment financing property tax exemptions (“TIF Exemptions”) for the financing obligations issued to pay the costs of the Projects, which TIF Exemptions required consent of and compensation to the School District in order to implement; and

WHEREAS, since the Projects have been completed and the service payments in lieu of taxes revenues are now sufficient to satisfy the current obligations of each of the Parties, and the Parties intend to refund and redeem certain financing obligations issued to finance the Projects, the Parties have determined it to

be in the best interest of all Parties to simplify the current Cooperative Agreement, and modify the terms thereof, in order to release the Parties from certain cross-guaranty provisions to provide each party individually with more flexibility to move forward with additional projects;

NOW THEREFORE BE IT ORDAINED THAT THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into and execute the Fourth Amendment to the Cooperative Agreement, among the Parties (the "Fourth Amendment") in substantially the form on file with the Clerk of Council with only such changes as are approved by the City Manager. The Fourth Amendment will provide for a release of certain cross-guaranty provisions applicable to the obligations issued by the TID to finance the Austin Interchange Project and the Byers Road Project, all as more specifically set forth in the Fourth Amendment.

Section 2.

That the Finance Director is hereby authorized and directed to pay the amount of \$13,111.11 to the TID, such amount constituting previously deferred amounts payable by the City under the Cooperative Agreement for the Austin Interchange Project financing obligations.

Section 3.

That the Finance Director is hereby authorized and directed to pay the amount of \$103,251.54 to the TID in installments, as set forth in the Fourth Amendment, such amount constituting the agreed amount of additional costs incurred and paid by the TID to be reimbursed by the City for the Byers Road Project.

Section 4.

That the Finance Director is hereby authorized and directed to pay to the TID a share of the reasonable costs associated with the Fourth Amendment.

Section 5.

That the obligations of Miamisburg under this ordinance do not and shall not represent or constitute a debt or pledge of the full faith and credit or the taxing power of Miamisburg and no member of council, officer, official, employee, agent, or legal representative of Miamisburg shall be liable personally for any obligations under this ordinance or the Fourth Amendment.

Section 6.

That it is found and determined that all formal actions of this council concerning and related to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and of any of its communities that resulted in such formal action, were in meetings open to the public, in compliance with the law.

Section 7.

This measure is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the further reason to execute this agreement at the earliest possible date, therefore, this measure shall take effect and be in force from and after its passage.

Passed: February 16, 2021

Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor



#### FOURTH AMENDMENT TO COOPERATIVE AGREEMENT

This Fourth Amendment to Cooperative Agreement (“Fourth Amendment”), agreed to and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, [2020] (the “Effective Date”), among the City of Miamisburg, Montgomery County, Ohio, a municipality and political subdivision of the State of Ohio (“Miamisburg”); the City of Springboro, Counties of Montgomery and Warren Ohio, a municipality and political subdivision of the State of Ohio (“Springboro”); Miami Township, Montgomery County, Ohio, a township and political subdivision of the State of Ohio (“Township”) and the Montgomery County Transportation Improvement District, a transportation district and body corporate and politic of the State of Ohio (the “TID”).

WHEREAS, the Miamisburg City School District, Miamisburg, Springboro, the Township and the TID have previously entered into a Cooperative Agreement dated December 15, 2005 (the “Original Cooperative Agreement”), as has been amended and supplemented, by the First Amendment to Cooperative Agreement by and among the parties, dated July 8, 2008; the Supplement to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated January 8, 2009; the Second Supplement to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated November 3, 2009; the Second Amendment to Cooperative Agreement by and among the TID, the Township, Miamisburg and Springboro, dated July 21, 2010; the Third Supplement to Cooperative Agreement by and among the TID, the Township and Miamisburg, dated July 29, 2011; and the Third Amendment to Cooperative Agreement by and among the parties, dated August 23, 2011 (the Original Cooperative Agreement, together with all amendments and supplements thereto, hereinafter referred to as the “Cooperative Agreement”); and

WHEREAS, the Cooperative Agreement includes certain cross-guaranty provisions amongst the Subdivisions with respect to the District Interchange Bonds and the District Byers Road Borrowing; and

WHEREAS, the parties hereto have concluded and agreed that such cross-guaranty provisions are no are no longer necessary for the completion of each party’s obligations contemplated herein in the Cooperative Agreement; and

WHEREAS, having concluded that such cross-guaranty provisions are no longer necessary in connection with the District Interchange Bonds, the Subdivisions desire to consent to the optional redemptions by the other Subdivisions of their Subdivision Bonds at the redemption price of the corresponding District Interchange Bonds; and

WHEREAS, the TID has expended funds in connection with the Byers Road Project, which funds shall be reimbursed by Miamisburg and the Township as described herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described the parties agree as follows:

Section 1. **Elimination of Bond Cross-Guarantees.** The parties hereto acknowledge and agree that the cross-guaranty provisions for the District Interchange Bonds and the District Byers Road Borrowing (Section 4.6(c), 4.6(d), 4.7(c), 4.8(c), 4.8(d) and 4.9(c)) are hereby removed from the Cooperative Agreement and are no longer in force or effect. Each

Subdivision shall be solely responsible for paying its own Interchange Borrowing Deficit or Byers Road Borrowing Deficit, The parties acknowledge that (i) Springboro has previously prepaid the amount of \$6,555.55 of the Series 2010B Springboro Interchange CABs as cross-guaranty payments for the Series 2010B Miamisburg Interchange CABs, (ii) the Township has previously prepaid the amount of \$6,555.56 of the Series 2010B Township Interchange CABs as cross-guaranty payments for the Series 2010B Miamisburg Interchange CABs, (iii) Miamisburg has deferred payment of \$13,111.11 on its Series 2010B Miamisburg Interchange CABs and (iv) the City of Miamisburg agrees to pay the District \$13,111.11 to bring its payments on the Series 2010B Miamisburg Interchange Bonds current, for credit by the District, to the Series 2010B Springboro Interchange Bonds and the Series 2010B Township Interchange Bonds, respectively, on the Effective Date. If necessary and in connection with the foregoing, the Subdivisions agree to promptly deliver to the District revised CAB certificates which reflect the outstanding amounts of the respective Subdivision Bonds as a result of the aforementioned payments and credits.

Section 2. **Optional Redemptions of District Interchange Bonds.**

(a) Each Subdivision agrees that each other Subdivision may optionally redeem its respective Subdivision Bonds in accordance with the terms of the Bond Registrar Agreement, provided that the redemption price paid by a Subdivision is sufficient to redeem or defease a like amount of District Interchange Bonds, including accrued interest thereon. The District shall use the proceeds of such redemption to redeem District Interchange Bonds.

(b) A Subdivision may request that the District exercise its right of optional redemption with respect to some or all of the District Interchange Bonds eligible for such optional redemption in accordance with the terms of the Bond Registrar Agreement.

Section 3. **Byers Road Costs.** The TID, Miamisburg and the Township acknowledge and agree that a portion of the Byers Road Project has been funded through funds from: (i) the Miami Valley Regional Planning Commission STP Allocation (\$2,362,020, with an additional \$267,980 available for certain eligible uses in connection with the Byers Road Project), (ii) the Ohio Department of Transportation (\$2,000,000), (iii) the America Recovery and Reinvestment Act of 2009 (“ARRA”) (\$4,000,000) (iv) the Ohio Department of Natural Resources (\$200,000), and (v) Ohio Public Works Commission (\$817,790, with an additional \$92,210 available for certain eligible uses in connection with the Byers Road Project). Miamisburg and the Township acknowledge that the District advanced \$202,454 of its own funds to pay for additional Costs of the Byers Road Project not covered by the foregoing sources, and Miamisburg agrees to reimburse the District for \$103,251.54 of those funds and the Township agrees to reimburse the District for \$99,202.46. Miamisburg shall pay its reimbursement obligation in four equal installments of \$25,812.89, with an installment due on or before March 1 in each of 2021, 2022, 2023 and 2024. The Township shall pay its reimbursement obligation in four equal installments of \$24,800.62, with an installment due on or before March 1 in each of 2021, 2022, 2023 and 2024.

Section 5. **Costs and Expenses.** Each Subdivision shall pay its own transaction fees and costs related to the negotiation, execution and implementation of this Fourth Amendment and any ancillary agreements related hereto. In addition, each Subdivision shall pay to the TID

within thirty days after the TID's invoice therefor, one-third of the transaction fees and costs incurred by the TID in connection with the TID's negotiation, execution and implementation of this Fourth Amendment, but no Subdivision shall be obligated to pay more than \$\_\_\_\_\_ with respect thereto. Each Subdivision shall also pay the reasonable costs and expenses incurred by the TID in connection with any optional redemptions of the District Interchange Bonds or District Byers Road Borrowing made in connection with that Subdivision's optional redemption of its corresponding Subdivision Bonds or Byers Road Obligations.

Section 6. **Fiscal Officer Certifications.** The Fiscal Officer of each Subdivision hereby certifies that the moneys required to meet the obligations of his or her respective Subdivision during the year [2020] under this Fourth Amendment have been appropriated lawfully for that purpose, and are in the treasury of the respective Subdivision or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. Pursuant to Section 5705.44 of the Ohio Revised Code, the Fiscal Officer of each respective Subdivision covenants that any requirement herein of an expenditure of his or her Subdivision monies in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. The certifications in this Section are given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Section 6. **Miscellaneous.** All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Cooperative Agreement. Except as set forth in this Fourth Amendment, the Cooperative Agreement remains in full force and effect and is hereby ratified in its entirety. This Fourth Amendment shall be subject to and interpreted under the laws of the State of Ohio. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute a single instrument. Signatures or counterparts transmitted or stored by electronic means (such as e-mailed .pdfs) shall be treated as original signatures or counterparts.

Signature Pages to Follow

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, this Fourth Amendment to Cooperative Agreement has been duly executed and delivered for, in the name of and on behalf of each of the parties by their duly authorized officers, all as of the date hereinbefore written.

**MONTGOMERY COUNTY TRANSPORTATION  
IMPROVEMENT DISTRICT**

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

Printed: Steven B. Stanley

Title: Executive Director

**IN WITNESS WHEREOF**, this Fourth Amendment to Cooperative Agreement has been duly executed and delivered for, in the name of and on behalf of each of the parties by their duly authorized officers, all as of the date hereinbefore written.

**MIAMI TOWNSHIP (MONTGOMERY COUNTY),  
OHIO**

**APPROVED AS TO FORM FOR THE TOWNSHIP**

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

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

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

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

Title: Township Administrator

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

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

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

Title: Director of Finance

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of and on behalf of each of the parties by their duly authorized officers, all as of the date hereinbefore written.

CITY OF MIAMISBURG, OHIO

APPROVED AS TO FORM FOR THE  
CITY OF MIAMISBURG, OHIO

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

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

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

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

Title: City Manager

Title: Director of Law

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

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

Title: Director of Finance

**IN WITNESS WHEREOF**, this Agreement has been duly executed and delivered for, in the name of and on behalf of each of the parties by their duly authorized officers, all as of the date hereinbefore written.

**CITY OF SPRINGBORO, OHIO**

**APPROVED AS TO FORM FOR THE  
CITY OF SPRINGBORO, OHIO**

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

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

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

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

Title: City Manager

Title: Director of Law

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

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

Title: Director of Finance

ORDINANCE NO. 6895

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$3,400,000 OF BONDS BY THE CITY OF MIAMISBURG, OHIO, FOR THE PURPOSE OF REFUNDING BONDS ISSUED FOR THE PURPOSE OF CONSTRUCTING ROAD IMPROVEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the fiscal officer of the city has heretofore estimated that the life of the hereinafter described improvement is at least five (5) years, and certified that the remaining maximum maturity of the bonds is thirteen (13) years;

WHEREAS, the City of Miamisburg, Montgomery County, Ohio (the "City") has previously issued its \$4,580,000.13 Road Improvement (Austin Road Interchange Project) Limited Tax General Obligation Bonds, dated July 30, 2010 (the "2010 Bonds") of which \$2,160,679.70, plus accreted interest are currently outstanding; and

WHEREAS, the City has determined it to be in the best interest of the City to refund as much of the outstanding 2010 Bonds as is economically advantageous to the City in order to achieve interest cost savings;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

SECTION 1. That it is necessary to issue bonds of the City in the principal sum of not to exceed \$3,400,000 for the purpose of refunding bonds originally issued July 30, 2010, for the purpose of permanently financing bond anticipation notes originally issued for the purpose of paying a portion of the cost of constructing road improvements consisting of the Austin Interchange and paying certain costs related to the issuance of the bonds, together with other permissible costs under the Uniform Public Securities Law, including the cost of printing the bonds, expense of delivery of the bonds, legal services and obtaining an approving legal opinion.

SECTION 2. That Bonds of the City shall be issued in the principal sum of not to exceed \$3,400,000, for the purpose aforesaid. Said Bonds shall be of the denomination of \$100,000 or any integral multiple of \$1,000 in excess of \$100,000, shall be numbered from 1 (or R-1) upward, shall be dated as of their date of issuance or such other date as determined by the Finance Director, and shall bear interest at the rate per annum as set forth in the Certificate of Award setting forth the final terms of the Bonds (the "Certificate of Award"), payable semiannually on June 1 and December 1 of each year commencing June 1, 2021, or such other dates as are determined by the Finance Director and set forth in the Certificate of Award, until the principal sum is paid, within the limitations set forth in Chapter 133 of the Ohio Revised Code, without further action of the Council. Said Bonds shall mature or be subject to mandatory sinking fund redemption, as set forth in the Certificate of Award, without further action of the council, provided that the final maturity shall not be later than December 1, 2033.



The Bonds may be subject to optional redemption by the City prior to maturity, within the limitations set forth in Chapter 133 of the Ohio Revised Code, as set forth in the Certificate of Award.

If less than all bonds which are payable by their terms on the same date are to be called, the particular bonds or portions of bonds payable on such same date and to be redeemed from such series shall be selected by lot by the Paying Agent and Registrar referred to in Section 3 below, in such manner as the Paying Agent and Registrar in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$1,000 or some multiple thereof, and that, in selecting bonds for redemption, the Paying Agent and Registrar shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$1,000.

At least thirty (30) days before the redemption date of any bonds the Paying Agent and Registrar shall cause a notice of such redemption either in whole or in part, signed by the Paying Agent and Registrar, to be mailed, postage prepaid, to all registered owners of bonds to be redeemed in whole or in part at their addresses as they appear on the registration books kept by the Paying Agent and Registrar, but failure so to mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid and, if less than all of the bonds being payable by their terms on a single date then outstanding shall be called for redemption, the distinctive numbers or letters, if any, of such bonds to be redeemed and, in the case of bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. In case any bond is to be redeemed in part only, the notice of redemption which relates to such bond shall state also that on or after the redemption date upon surrender of such bonds, a new bond in principal amount equal to the unredeemed portion of such bonds will be issued.

On the date so designated for redemption, notice having been sent in the manner and under the conditions hereinabove provided and moneys for payment of the redemption price being held in separate accounts by the Paying Agent and Registrar for the holders of the bonds or portions thereof to be redeemed, the bonds or portions of bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such bonds or portions of bonds on such date, interest on the bonds or portions of bonds so called for redemption shall cease to accrue, and the holders or registered owners of such bonds or portions of bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and to receive bonds for any unredeemed portions of bonds.

In case part but not all of an outstanding bond shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Paying Agent and Registrar for payment of the principal amount hereof so called for redemption, and the city shall execute and the Paying Agent and Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered a bond of the same series and maturity and bearing interest at the same rate.

SECTION 3. That said Bonds shall be designated "Road Improvement Limited Tax General Obligation Refunding Bonds (Austin Interchange Project)" (the "Bonds") and shall

express upon their faces the purpose for which they are issued and that they are issued in pursuance of Chapter 133 of the Ohio Revised Code and this ordinance. The Bonds shall be executed by the Mayor and the Finance Director. The Bonds may but shall not be required to bear the seal of the City, or a facsimile thereof. The Finance Director or such bank or financial institution as is designated by the Finance Director shall act as paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Bonds. Such designation shall be evidenced by the execution and delivery of a bond registrar agreement by the Finance Director, which execution and delivery is hereby authorized. If no such bank or financial institution is designated, the Finance Director shall be the Paying Agent and Registrar for the bonds and no authenticating signature shall be required for the bonds. The principal amount of each Bond shall be payable at the principal office of the Paying Agent and Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The City and the Paying Agent and Registrar shall not be required to transfer any bond during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The City and the Paying Agent and Registrar may deem and treat the registered holder of the Bonds as the absolute owner thereof for all purposes, and neither the City nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the Bonds shall be sold by the Finance Director at public or private sale at the price of not less than the par value of the Bonds. The proceeds from the sale of said Bonds, except the premium and accrued interest, if any, shall be used for the purpose aforesaid and for no other purpose; and any premium and accrued interest received from the sale shall be transferred to the Bond Retirement Fund to be applied to payment of cost of issuance of the Bonds and the principal and interest on the Bonds in the manner provided by law.

The Manager or the Finance Director are hereby authorized to conduct such sale of the bonds and to execute and deliver, without further action of the Council, the Certificate of Award setting forth the final terms of the Bonds. The signature of said officer on the Certificate of Award shall be conclusive evidence that the terms of the Bonds are acceptable to the City.

SECTION 5. That the Bonds shall be the full general obligations of the City and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. That during the period the Bonds are to run, there shall be and is hereby levied on all the taxable property in the City, in addition to all other taxes, but within applicable limitations, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as the same fall due. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax

duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of said years are certified, extended and collected; provided, however, to the extent that other revenues, are certified, collected and appropriated for payment of debt service, including service payments in lieu of taxes, said tax need not be levied. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be irrevocably pledged for the payment of the interest and principal of said Bonds when and as the same fall due.

SECTION 6. That this council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds, if any, of the bonds hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of the bonds is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of the bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 7. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 8. That if requested by the purchaser, this Council hereby authorizes and directs the Finance Director to take any and all actions which may be necessary to issue the bonds in book-entry-only form or in such form as will render the bonds eligible for the services of the Depository Trust Company, New York, New York without further action by this Council, including execution of all documents necessary therefor.

SECTION 9. That the Finance Director, is hereby authorized to apply, if she deems it appropriate, for a rating on the bonds from either Standard & Poor's Corporation or Moody's investors Service, and/or to purchase bond insurance, and to pay the fee or premium for said rating and/or insurance to the extent authorized by law and approved by bond counsel.

SECTION 10. That the firm of Dinsmore & Shohl LLP ("Dinsmore"), is hereby engaged as the City's "bond counsel" pursuant to the engagement letter of Dinsmore on file with the City.

SECTION 11. That the RBC Capital Markets, LLC ("RBC CM") is hereby engaged as "solicitation agent" for the City pursuant to the Solicitation Agent Agreement from RBC CM, which is hereby authorized to be executed by the City Manager or Finance Director.

SECTION 12. That the Finance Director is hereby directed to forward a certified copy of this ordinance to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this council concerning and relating to the adoption 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, in compliance with the law.

SECTION 14. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City for the reason that the immediate issuance of said Bonds is required to provide for the timely refinancing of the project to which the Bonds relate, including obtaining a favorable interest rate, and it shall take effect immediately upon its adoption.

Passed: February 16, 2021

Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle Collins  
Michelle L. Collins, Mayor

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. 6895.

Kim Combs  
Clerk of Council

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Montgomery County Auditor.

\_\_\_\_\_  
Finance Director

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

---

Montgomery County Auditor

Dated: \_\_\_\_\_

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Miamisburg, Ohio met, in regular session at 6:00 p.m. on the 16 day of February 2021 at the council chambers, with the following members present:

There was present and read to Council Ordinance No. 6895, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$3,400,000 OF BONDS BY THE CITY OF MIAMISBURG, OHIO FOR THE PURPOSE OF REFUNDING BONDS ISSUED FOR THE PURPOSE OF CONSTRUCTING ROAD IMPROVEMENTS AND DECLARING AN EMERGENCY.

M\_\_ . \_\_\_\_\_ then moved that Ordinance No. 6895 be adopted. M\_\_ . \_\_\_\_\_ seconded the motion and the roll being called upon the question, the vote resulted as follows:

The Ordinance was declared adopted February 16, 2021.

CERTIFICATE

The undersigned, Clerk of Council of said Municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the Council of said Municipality, held on the 16 day of February, 2021, to the extent pertinent to consideration and adoption of the above entitled legislation.

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

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Miamisburg, Ohio, hereby certifies that the following were the officers and members of council during the period proceedings were taken authorizing the issuance and sale of not to exceed \$3,400,000 Road Improvement Limited Tax General Obligation Refunding Bonds (Austin Interchange Project):

Mayor	<u>Michelle Collins</u>
Manager	<u>Keith Johnson</u>
Finance Director	<u>Jennifer Johns</u>
Clerk of Council	<u>Kim Combs</u>
Member of Council	<u>Ryan Colvin</u>
Member of Council	<u>Mike McCabe</u>
Member of Council	<u>Jeff Nestor</u>
Member of Council	<u>Tom Nicholas</u>
Member of Council	<u>John Stalder</u>
Member of Council	<u>Sarah Thacker</u>
Member of Council	<u>Greg Thompson</u>
Solicitor	<u>Phil Callahan</u>
	<u>Finance Director</u>

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified Bonds.

Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

Based upon information provided by and in response to the request of the City Council of the City of Miamisburg, Ohio, the fiscal officer of the City of Miamisburg, being the fiscal officer of the City of Miamisburg within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies that the estimated life of the project to be funded with the proceeds of the sale of not to exceed \$3,400,000 of Bonds issued for the purpose of refunding bonds originally issued July 30, 2010, for the purpose of permanently financing bond anticipation notes originally issued for the purpose of paying a portion of the cost of constructing the Austin Interchange improvements, and paying certain costs related to the issuance of the Bonds, is at least five (5) years and that the remaining maximum maturity of said Bonds is thirteen (13) years.

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of February 2021.

\_\_\_\_\_  
Finance Director



ORDINANCE NO. 6896

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXTEND THE CONTRACT FOR THE LEASING OF GOLF CARS AND UTILITY VEHICLES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg entered into a contract with EZ GO Golf Cars (Lake Erie Golf Cars) on December 4, 2012, and

WHEREAS, the existing contract may be amended and extended upon fleet replacement and updates in the final year of the agreement, reestablishing a new contract term, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The original contract with Lake Erie Golf Cars was for the period of April 2013 through March 2017. In 2016, the fleet was replaced, and a new contract period was established, along with lease documents issued for this fleet replacement for the period of March 2016 through April

Section 2.

The City Manager is hereby authorized to execute a contract with Lake Erie Golf Cars upon the terms and conditions contained in the original contract dated November 16, 2012 including any agreed upon amendments and/or alterations for a term of April 2021 through October 2026.

Section 3.

The City wishes to include with the fleet update the addition of GPS units for Golf Cars, to be leased and maintained in accordance with the contract terms of leased equipment with Lake Erie Golf Cars.

Section 4.

The City Manager is hereby authorized to execute any associated lease-finance documents required in connection with the contracted use of Golf Cars and related equipment.

Section 5.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date due to the condition of existing cars and desired implementation of updated fleet; therefore, this measure shall take effect and be in full force from and after its passage.

Passed: February 16, 2021

Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6897

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE NO. 6310 TO PROVIDE FOR A CHANGE IN FEES FOR PIPESTONE GOLF COURSE.

WHEREAS, various golf course fees for the PipeStone Golf Course need to be amended; and

WHEREAS, Council, after careful analysis and review of the financial data concerning the cost of the operation, maintenance, debt services, and capital improvements at PipeStone Golf Course, has determined that the amendment of the rates and charges are necessary to maintain the financial integrity of the golf course.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO A MAJORITY OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The following fees are hereby established for the PipeStone Golf Course.

A. Greens Fees

	<u>RESIDENT</u>	<u>GENERAL</u>
<u>Greens Fees</u>		
18 Holes Weekday	\$22.00	\$27.00
18 Holes Weekend*	\$30.00	\$37.00
9 Holes Weekday	\$15.00	\$19.00
9 Holes Weekend*	\$16.00	\$20.00

\*Weekend days are defined as Friday, Saturday, Sunday.

B. Cart Fees

18 Holes/Rider	\$13.50
9 Holes	\$9.00

C. Range Fees

The range structure for three sizes of range buckets for range balls are offered at the following rates:

- \$4.00 for bucket of 30 balls (small)
- \$6.00 for bucket of 70-75 balls (medium)
- \$7.00 for bucket of 90-100 balls (large)

The range fee structure offered for punch cards at the following rates:

- Unlimited Adult use for \$250.00
- Unlimited Junior use for \$200.00
- Range Pass Promotion 12 buckets for the price of 10
  - Small \$40.00
  - Medium \$60.00
  - Large \$70.00

D. Resident Definition

City of Miamisburg resident is a citizen who lives within the City of Miamisburg corporation limits or an individual who pays City of Miamisburg property or income tax.

Section 2.

- A. Authorize the Kemper Golf Management Company to provide rate specials and surcharges.

The City Manager or designee is hereby authorized to approve outing and special rates proposed by the course management company that are developed to increase rounds during non-peak times, to attract outings, to market the course, or to respond to competitive specials.

- B. Authorize the Kemper Golf Management Company to exceed the posted rates during Saturday and Sunday morning during high utilization tee times at a fee not to exceed \$53 per round.

Section 3.

The implementation of a season pass program for use at PipeStone is hereby authorized with the following conditions:

Season passes will be limited to the first number sold in each category:

- 30 resident passes at \$1,500
- 15 non-resident passes at \$1,700
- Unlimited cart add on option \$495  
(individual passes only, not family)

Monday – Sunday Membership: Pass holders will receive the following benefits with the purchase of a season pass.

- Unlimited greens fees from January 1<sup>st</sup> to December 31<sup>st</sup> (weather permitting)
- 10-day preferred tee time benefit
- 10% of merchandise purchases in the golf shop
- Preferred Guest Rate, \$ 30.00 weekday w/cart

- Preferred Guest Rate, \$40.00 weekend w/cart
- Free Unlimited Use of the Practice Facility (range balls)
- Cart Fee Program - 10 Carts for \$100.00
- Complimentary GHIN handicap service
- Free Membership to Mound Golf Course (Member playing fees apply)
- Family Upgrade Option Available, up to 4 members living in the household including children 18 years and under. Cost \$750.00.

Monday – Friday Membership: Passholders will receive the following benefits with the purchase of a weekday season pass.

Cost: Resident	\$1,100
Non-Resident	\$1,200
Unlimited cart add on option	\$ 495

(individual passes only, not family)

- Unlimited greens fees from January 1<sup>st</sup> to December 31<sup>st</sup> (weather permitting)
- 10-day preferred tee time benefit
- 10% of merchandise purchases in the golf shop
- Preferred Guest Rate, \$30.00 weekday w/cart
- Preferred Green-Fee Rate, \$40.00 weekend w/cart, before 11:00am
- Free Unlimited Use of the Practice Facility (range balls)
- Cart Fee Program 10 Carts for \$100.00
- Complimentary GHIN handicap service
- Free Membership to Mound Golf Course (Member playing fees apply)
- Family Upgrade Option Available, up to 4 members living in the household including children 18 years and under. Cost \$750.00.

Use of season passes will be limited under the following conditions:

- Not valid for outings, leagues or special events
- Golf carts will be required for weekend play before 2:00pm

Junior Monday – Sunday Membership: Pass holders will receive the following benefits with the purchase of a season pass.

Cost: Resident	\$475
Non-Resident	\$495

- Available to golfers ages 18 and under
- Unlimited greens fees from January 1<sup>st</sup> to December 31<sup>st</sup> (weather permitting)
- Monday – Thursday – unlimited play anytime
- Friday, Saturday, Sunday and Holiday's – play after 2:00 p.m.
- 10 day preferred tee time benefit

- 10% of merchandise purchases in the golf shop
- Free Unlimited Use of the Practice Facility (range balls)
- Cart Fee Program - \$10 Cart fee with applicable Driver's License
- Complimentary GHIN handicap service

The City Manager is authorized to alter the number of passes sold as the market dictates and to develop and issue any other regulations or program requirements needed to implement the season pass program.

#### Section 4.

The implementation of pre-paid starting times at PipeStone is authorized with the following conditions:

- Establish five tee times between 7:00am and 10:00am on Saturdays and Sundays for permanent starting times that enables foursomes to reserve the same starting time each week for a 28-week period from April 1 – November 30.
- The fee per person will be:
  1. A \$50.00 non-refundable service fee
  2. The regular posted green fee, either resident or general fee will be applicable for rounds of golf played under this program.

The pre-paid starting program will be limited to the first five tee times sold on Saturday and Sunday, based upon a first come, first serve basis.

#### Section 5.

Offer pre-paid golf packages that include the following options:

- Corporate Pre-Paid Packages
  - Rounds are transferable
  - Not valid during outings, events or preferred tee times/leagues.

Rounds valid Monday – Sunday anytime

- 100 round package with cart \$3,700
- 72 round package with cart \$2,800
- 48 round package with cart \$1,900
- 20 round package with cart \$ 825

Rounds valid Monday – Friday anytime

- 100 round package with cart \$3,000
- 72 round package with cart \$2,250
- 48 round package with cart \$1,575
- 20 round package with cart \$ 675

- Individual Pre-Paid Packages
  - 18-Holes of golf w/cart, not valid on Holidays, during outings, events, or preferred tee times/leagues
  - Rounds are not transferable, identification required at check-in
    - 10 weekday round package \$300
    - 10 weekend round package \$400
- Senior Pre-Paid Packages
  - Rounds are not transferable, identification required at check-in
  - Must be 55 years or older
  - 18-Holes of golf w/cart, not valid on Holidays, during outings, events, or preferred tee times/leagues
    - 10 weekday round package with cart \$250
    - 25 weekday round package with cart \$600

Section 6.

Establish fees for Kemper employees, guests and volunteers rounds of golf which are listed below:

Kemper Employee and Volunteer Guest Fee	\$20 per round
Kemper Employee and Volunteers	\$ 8 per round

- Kemper employees and volunteers must work a minimum of two shifts or 12 hours per week. The City Manager or designee has the discretion to modify shift requirements and corresponding golf privileges as necessary to fill shifts.
- Employee and volunteer reservations can only be made 24 hours in advance.

Section 7.

Only the Kemper General Manager may approve complimentary or donated rounds of golf.

Section 8.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

**is hereby repealed, amended, and supplemented to read as follows:**

Section 1.

The following fees are hereby established for the PipeStone Golf Course.

A. Greens Fees

	<u>RESIDENT</u>	<u>GENERAL</u>
<u>Greens Fees</u>		
18 Holes Weekday	\$22.00	\$27.00
18 Holes Weekend*	\$30.00	\$37.00

9 Holes Weekday	\$15.00	\$19.00
9 Holes Weekend*	\$16.00	\$20.00

\*Weekend days are defined as Friday, Saturday, Sunday.

**B. Cart Fees**

18 Holes/Rider	\$16.00
9 Holes	\$11.00

**C. Range Fees**

The range structure for three sizes of range buckets for range balls are offered at the following rates:

- \$4.00 for bucket of 30 balls (small)
- \$6.00 for bucket of 70-75 balls (medium)
- \$7.00 for bucket of 90-100 balls (large)

The range fee structure offered for punch cards at the following rates:

- Unlimited Adult use for \$250.00
- Unlimited Junior use for \$200.00
- Range Pass Promotion 12 buckets for the price of 10
 

Small	\$40.00
Medium	\$60.00
Large	\$70.00

**D. Resident Definition**

City of Miamisburg resident is a citizen who lives within the City of Miamisburg corporation limits or an individual who pays City of Miamisburg property or income tax.

Section 2.

- A. Authorize the Hampton Golf Management Company to provide rate specials and surcharges.

The City Manager or designee is hereby authorized to approve outing and special rates proposed by the course management company that are developed to increase rounds during non-peak times, to attract outings, to market the course, or to respond to competitive specials.



B. Authorize the Hampton Golf Management Company to exceed the posted rates during Saturday and Sunday morning during high utilization tee times at a fee not to exceed \$55 per round.

Section 3.

The implementation of a season pass program for use at PipeStone is hereby authorized with the following conditions:

Season passes will be limited to the first number sold in each category:

- 30 resident passes at \$1,500
- 15 non-resident passes at \$1,700
- Unlimited cart add on option \$495  
(individual passes only, not family)

Monday – Sunday Membership: Pass holders will receive the following benefits with the purchase of a season pass.

- Unlimited greens fees from January 1<sup>st</sup> to December 31<sup>st</sup> (weather permitting)
- 10 day preferred tee time benefit
- 10% of merchandise purchases in the golf shop
- Preferred Guest Rate, \$ 32.00 weekday w/cart
- Preferred Guest Rate, \$42.00 weekend w/cart
- Free Unlimited Use of the Practice Facility (range balls)
- Cart Fee Program - 10 Carts for \$120.00
- Complimentary GHIN handicap service
- Free Membership to Mound Golf Course (Member playing fees apply)
- Family Upgrade Option Available, up to 4 members living in the household including children 18 years and under. Cost \$750.00.

Monday – Friday Membership: Passholders will receive the following benefits with the purchase of a weekday season pass.

Cost: Resident	\$1,100
Non-Resident	\$1,200
Unlimited cart add on option	\$ 495

(individual passes only, not family)

- Unlimited greens fees from January 1<sup>st</sup> to December 31<sup>st</sup> (weather permitting)
- 10 day preferred tee time benefit
- 10% of merchandise purchases in the golf shop
- Preferred Guest Rate, \$32.00 weekday w/cart
- Preferred Green-Fee Rate, \$42.00 weekend w/cart, before 11:00am
- Free Unlimited Use of the Practice Facility (range balls)
- Cart Fee Program 10 Carts for \$120.00

- Complimentary GHIN handicap service
- Free Membership to Mound Golf Course (Member playing fees apply)
- Family Upgrade Option Available, up to 4 members living in the household including children 18 years and under. Cost \$750.00.

Use of season passes will be limited under the following conditions:

- Not valid for outings, leagues or special events
- Golf carts will be required for weekend play before 2:00pm

Junior Monday – Sunday Membership: Pass holders will receive the following benefits with the purchase of a season pass.

Cost: Resident	\$475
Non-Resident	\$495

- Available to golfers ages 18 and under
- Unlimited greens fees from January 1<sup>st</sup> to December 31<sup>st</sup> (weather permitting)
- Monday – Thursday – unlimited play anytime
- Friday, Saturday, Sunday and Holiday's – play after 2:00 p.m.
- 10 day preferred tee time benefit
- 10% of merchandise purchases in the golf shop
- Free Unlimited Use of the Practice Facility (range balls)
- Cart Fee Program - \$12 Cart fee with applicable Driver's License
- Complimentary GHIN handicap service

The City Manager is authorized to alter the number of passes sold as the market dictates and to develop and issue any other regulations or program requirements needed to implement the season pass program.

#### Section 4.

The implementation of pre-paid starting times at PipeStone is authorized with the following conditions:

- Establish five tee times between 7:00am and 10:00am on Saturdays and Sundays for permanent starting times that enables foursomes to reserve the same starting time each week for a 28-week period from April 1 – November 30.
- The fee per person will be:
  1. A \$50.00 non-refundable service fee
  2. The regular posted green fee, either resident or general fee will be applicable for rounds of golf played under this program.

The pre-paid starting program will be limited to the first five tee times sold on Saturday and Sunday, based upon a first come, first serve basis.

## Section 5.

Offer pre-paid golf packages that include the following options:

- Corporate Pre-Paid Packages
  - Rounds are transferable
  - Not valid during outings, events or preferred tee times/leagues.

Rounds valid Monday – Sunday anytime

- 100 round package with cart \$3,900
- 72 round package with cart \$2,944
- 48 round package with cart \$1,996
- 20 round package with cart \$ 865

Rounds valid Monday – Friday anytime

- 100 round package with cart \$3,200
- 72 round package with cart \$2,394
- 48 round package with cart \$1,671
- 20 round package with cart \$ 715

- Individual Pre-Paid Packages
  - 18-Holes of golf w/cart, not valid on Holidays, during outings, events, or preferred tee times/leagues
  - Rounds are not transferable, identification required at check-in
    - 10 weekday round package \$320
    - 10 weekend round package \$420
- Senior Pre-Paid Packages
  - Rounds are not transferable, identification required at check-in
  - Must be 55 years or older
  - 18-Holes of golf w/cart, not valid on Holidays, during outings, events, or preferred tee times/leagues
    - 10 weekday round package with cart \$270
    - 25 weekday round package with cart \$650

## Section 6.

Establish fees for Hampton Golf employees, guests and volunteers rounds of golf which are listed below:

Hampton Golf Employee and Volunteer Guest Fee	\$20 per round
Hampton Gold Employee and Volunteers	\$ 8 per round

- Hampton Golf employees and volunteers must work a minimum of two shifts or 12 hours per week. The City Manager or designee has the discretion to modify shift requirements and corresponding golf privileges as necessary to fill shifts.
- Employee and volunteer reservations can only be made 24 hours in advance.

Section 7.

Only the Hampton Golf General Manager may approve complimentary or donated rounds of golf.

Section 8.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: February 16, 2021

Attested: \_\_\_\_\_

*Kim Combs*

Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

*Michelle Collins*

Michelle L. Collins, Mayor

ORDINANCE NO. 6898

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE NO. 6108 TO PROVIDE FOR A CHANGE IN FEES FOR MOUND GOLF COURSE

WHEREAS, various golf course fees for the Mound Golf Course need to be amended; and

WHEREAS, Council, after careful analysis and review of the financial data concerning the cost of the operation, maintenance, debt services, and capital improvements at Mound Golf Course, has determined that the amendment of the rates and charges are necessary to maintain the financial integrity of the golf course.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO A MAJORITY OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The following fees are hereby established for the Mound Golf Course:

A.	<u>Greens Fees</u>	<u>Weekday</u>	<u>Weekend &amp; Holidays</u>
	18 Holes	\$15.50	\$17.50
	9 Holes	\$12.00	\$13.50
	<u>Cart Fees</u>	<u>18 Hole</u>	<u>9 Hole</u>
		\$12.00	\$8.00

B. Resident Definition

City of Miamisburg resident is a citizen who lives within the City of Miamisburg corporation limits or an individual who pays City of Miamisburg property or income tax.

C. Annual Passes

**Mound members shall pay the Annual Pass fee below and the per round golf fee as detailed in Section 1.D.**

1. Resident Junior \$105

Defined as children ages 10 -18 and in grades 5-12 who reside within the City of Miamisburg corporation limits, or live with a parent or legal guardian who pay City of Miamisburg property or income tax.

2. General Junior \$125  
 Defined as children ages 10 -18 and in grades 5-12 who do reside outside the City of Miamisburg corporation limits, or live with a parent or legal guardian who does not pay City of Miamisburg property or income tax.
3. Resident Adult \$255  
 Defined as persons ages 19 -54 who reside within the City of Miamisburg corporation limits, or pay City of Miamisburg property or income tax.
4. General Adult \$325  
 Defined as persons ages 19 -54 who reside outside the City of Miamisburg corporation limits or do not pay City of Miamisburg property or income tax.
5. Resident Senior \$150  
 Defined as persons 55 years of age and older who reside within the City of Miamisburg corporation limits. or pay City of Miamisburg property or income tax.
6. General Senior \$200  
 Defined as persons 55 years of age and older who reside outside the City of Miamisburg corporation limits or do not pay City of Miamisburg property or income tax.
7. Family Membership Resident: \$550  
 Defined as a family of four (one/two adults and children ages 10 -18 and in grades 5-12) living within the same household who reside within the City of Miamisburg corporation limits, or live with a parent or legal guardian who pay City of Miamisburg property or income tax.
8. Family Membership General: \$750  
 Defined as a family of four (one/two adults and children ages 10 -18 and in grades 5-12) living within the same household who reside outside the City of Miamisburg corporation limits or do not pay City of Miamisburg property or income tax.

**D. Annual Pass – Member Fee per 9 hole Round**

Weekday Rates

Junior Resident	\$2.00
Resident (18 years of age and older)	\$3.00
General (18 years of age and older)	\$3.00

### Weekend Rates

Resident	\$3.00
General	\$3.00

### Section 2.

Authorize the **City** to provide rate specials and surcharges. The City Manager or designee is hereby authorized to approve outing and special rates proposed by the course manager that are developed to increase rounds during non-peaks times, to attract outings, to market the course or to respond to competitive specials.

### Section 3.

Winter Green Fees Weekday, Weekend, Holidays	\$7.00
--	--------

9 or 18 Hole

Winter green fees shall be in effect, course conditions permitting, December through February. Should adverse weather or course conditions dictate, the winter green fees period may be altered by the Parks and Recreation Director.

### Section 4.

Establish fees for **Mound** employees, guests and volunteers rounds of golf which are listed below:

<b>Mound</b> Employee and Volunteer Guest Fee 9 holes	\$ 8.00 per round
<b>Mound</b> Employee and Volunteer Guest Fee 18 holes	\$12.00 per round
<b>Mound</b> Employee and Volunteers	\$ 6.00 cart fee

- **Mound** employees and volunteers must work a minimum of two shifts or 12 hours per week. The City Manager or designee has the discretion to modify shift requirements and corresponding golf privileges as necessary to fill shifts.
- Employee and volunteer reservations can only be made 24 hours in advance.

### Section 6.

Only the **Parks and Recreation Director** or **Mound** General Manager may approve complimentary or donated rounds of golf.

### Section 7.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

**is hereby repealed, amended and supplemented to read as follows:**

**Section 1.**

The following fees are hereby established for the Mound Golf Course:

A.	<u>Greens Fees</u>	<u>18 Hole</u>	<u>9 Hole</u>
		\$18.00	\$12.00
	<u>Cart Fees</u>	<u>18 Hole</u>	<u>9 Hole</u>
		\$14.00	\$10.00

**B. Resident Definition**

City of Miamisburg resident is a citizen who lives within the City of Miamisburg corporation limits or an individual who pays City of Miamisburg property or income tax.

**C. Annual Passes**

**Mound members shall pay the Annual Pass fee below and the per round golf fee as detailed in Section 1.D.**

1. Resident Junior                      \$105  
Defined as children ages 10-18 and/or in grades 5-12 who qualifies as a resident in Section 1.B.
2. General Junior                        \$125  
Defined as children ages 10-18 and/or in grades 5-12 who does not qualify as a resident in Section 1.B.
3. Resident Adult                        \$255  
Defined as persons ages 19 -54 who qualifies as a resident in Section 1.B.
4. General Adult                         \$295  
Defined as persons ages 19 -54 who does not qualify as a resident in Section 1.B.
5. Resident Senior                       \$150  
Defined as persons 55 years of age and older who qualifies as a resident in Section 1.B.
6. General Senior                        \$200  
Defined as persons 55 years of age and older who does not qualify as a resident in Section 1.B.



7. Couple Membership Resident: \$340

Defined as a two members of the same family (two adults) living within the same household who qualifies as a resident in Section 1.B.

8. Couple Membership General: \$445

Defined as a two members of the same family (two adults) living within the same household who does not qualify as a resident in Section 1.B.

9. Senior Couple Membership Resident: \$225

Defined as a two members of the same family, 55 years of age and older (two adults) living within the same household who qualifies as a resident in Section 1.B.

10. Senior Couple Membership General: \$300

Defined as a two members of the same family, 55 years of age and older (two adults) living within the same household who does not qualify as a resident in Section 1.B.

11. Family Membership Resident: \$550

Defined as a family of four (one/two adults and children ages 10 -18 and in grades 5-12) living within the same household who qualifies as a resident in Section 1.B.

12. Family Membership General: \$695

Defined as a family of four (one/two adults and children ages 10 -18 and in grades 5-12) living within the same household who does not qualify as a resident in Section 1.B.

D. Annual Pass – **Member Fee per 9-hole Round. Members pay cart fees detailed in section 1.A.**

Member Walking – per 9 hole Round \$3.00

## Section 2.

Authorize the **City** to provide rate specials and surcharges. The Parks and Recreation Director or designee is hereby authorized to approve outing and special rates proposed by the course manager that are developed to increase rounds during non-peaks times, to attract outings, to market the course or to respond to competitive specials.

Section 3.

Winter Green Fees

Walking \$8.00 per round  
Riding: \$18.00 per round

Winter green fees shall be in effect, course conditions permitting, December through February. Should adverse weather or course conditions dictate, the winter green fees period may be altered by the Parks and Recreation Director.

Section 4.

Establish fees for guests of **Mound** employees and volunteers rounds of golf which are listed below:

<b>Mound</b> Employee and Volunteer Guest Fee 9 holes	\$ 8.00 per round
<b>Mound</b> Employee and Volunteer Guest Fee 18 holes	\$12.00 per round
<b>Mound</b> Employee and Volunteers	\$ 8.00 cart fee

**Mound** employees and volunteers receive free rounds of golf and pay cart fees detailed in section 1.A. Employees and volunteers must work a minimum of one shift or 12 hours per month to remain eligible for this benefit. The City Manager or designee has the discretion to modify shift requirements and corresponding golf privileges as necessary to fill shifts.

**Mound** Employee and volunteer reservations can only be made 24 hours in advance.

Section 5.

Only the **Parks and Recreation Director or designee** may approve complimentary or donated rounds of golf.

Section 6.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: February 16, 2021      Attested: *Kim Combs*  
Kim Combs, Clerk of Council

Approved: *Michelle Collins*  
Michelle L. Collins, Mayor

ORDINANCE NO. 6899

AN ORDINANCE TO REZONE CITY LOT, PARCEL ID K46 01316 0001 OF THE CITY OF MIAMISBURG, FROM THE CURRENT ZONING DESIGNATION OF R-2 (RESIDENTIAL) TO PR (PLANNED RESIDENTIAL) AND TO APPROVE THE COMPANION PRELIMINARY DEVELOPMENT PLAN FOR THE CHAMBERLIN FARM DEVELOPMENT PROJECT.

WHEREAS, an agent of the owner of city lot, parcel ID K46 01316 0001 has filed an application with the City of Miamisburg Development Department to rezone the lot from R-2 (Residential) to PR (Planned Residential); and

WHEREAS, the City of Miamisburg Planning Commission has reviewed the requested rezoning in accordance with the provisions set forth in the City Charter and the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission has found the proposed preliminary development plan to be consistent with the requirements and standards of the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission has found that the proposed preliminary development plan is in conformance with the City of Miamisburg Comprehensive Plan; and

WHEREAS, City Council has reviewed the Planning Commission's recommendation on this matter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Preliminary Development Plan for the Chamberlin Farm Rezoning Project, located on City Lot, Parcel ID K46 01316 0001 such parcel as shown in "Exhibit A" attached hereto is hereby approved.

Section 2.

The Preliminary Development Plan for the Chamberlin Farm Rezoning Project, as shown in "Exhibit B", attached hereto and made a part thereof, is hereby approved.

Section 3.

Approval of the Preliminary Planned Development Plan for the Chamberlin Farm Development Project also constitutes the rezoning of the parcel shown on "Exhibit A." The parcel is hereby rezoned from the current zoning classification of R-2 (Residential) to PR (Planned Residential) and is subject to the preliminary development plan shown in "Exhibit B."

Section 4.

The Preliminary Development Plan Report for the Chamberlin Farm Development Project, shown in "Exhibit C" attached to this Ordinance and incorporated herein, is hereby approved.

Section 5.

The Zoning Map is subsequently amended, attached to and made a part of Ordinance No. 2712 is hereby amended to reflect the foregoing rezoning classification contained herein and the City Manager is authorized and directed to cause said rezoning to be reflected on the Zoning Map.

Section 6.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: May 18, 2021

Attested: \_\_\_\_\_

*Kim Combs*

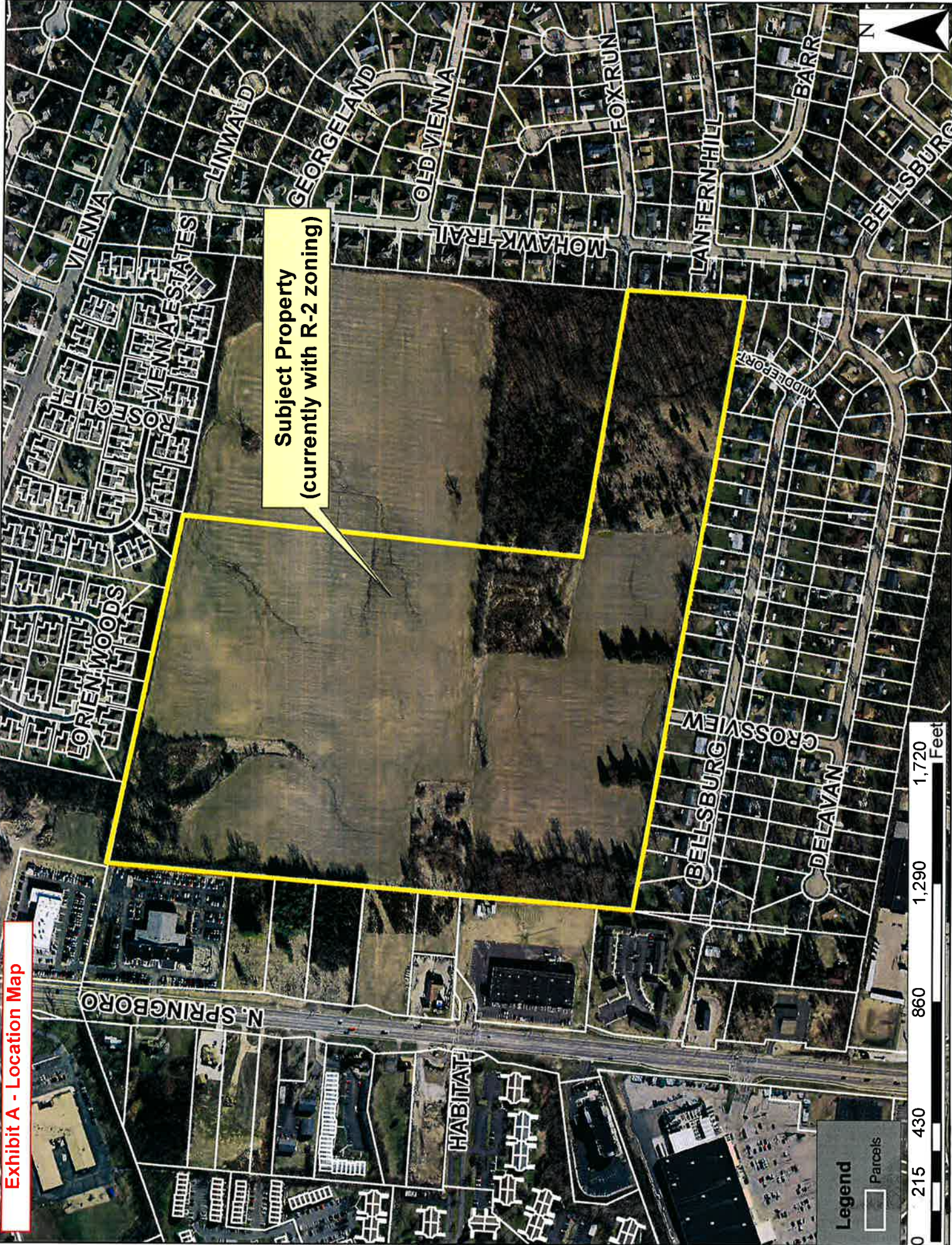
Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

*Michelle L. Collins*

Michelle L. Collins, Mayor

Exhibit A - Location Map



Subject Property  
(currently with R-2 zoning)

Legend  
Parcels

0 215 430 860 1,290 1,720 Feet



**Exhibit B - Preliminary Site Plan**

**SINGLE FAMILY:**  
 SINGLE FAMILY SITE AREA: 37,712 AC.  
 FORMAL OPEN SPACE: 3,029 AC.  
 INFORMAL OPEN SPACE: 8,854 AC.  
 TOTAL OPEN SPACE: 11,883 AC.  
 GROSS DENSITY: 117 LOTS/37,712 AC. = 3.102 LOTS/ACRE

**MULTI-FAMILY:**  
 MULTI-FAMILY SITE AREA: 25,891 AC.  
 FORMAL OPEN SPACE: 2,090 AC.  
 INFORMAL OPEN SPACE: 6,955 AC.  
 TOTAL OPEN SPACE: 9,045 AC.  
 GROSS DENSITY: 142 LOTS/25,891 AC. = 5.485 LOTS/ACRE

**PARCEL "A" - REDWOOD DEVELOPMENT:**  
 25,891 AC.

**PARCEL "B" - MI DEVELOPMENT:**  
 18,130 AC.

**PARCEL "C" - MI DEVELOPMENT:**  
 19,297 AC.

**ENTRANCE ROAD RW INCLUDED IN ZONE CHANGE:**  
 0.324 AC.

**TOTAL ZONED 63,602 AC.**

**COMBINED DENSITY:**  
 142 MULTI-FAMILY LOTS / (37,712 AC + 25,891 AC) = 4.07 UNITS/AC.

**AREA NOT IN ZONE CHANGE:**  
 2,820 AC.

**TOTAL NON ZONE CHANGE = 2,820 AC.**

**INFORMAL OPEN SPACE**  
 5,525 AC. (14.3%) - MEETS 10% REQUIREMENT (SINGLE FAMILY)  
 6,865 AC. (18.2%) - MEETS 10% REQUIREMENT (MULTI-FAMILY)

**FORMAL OPEN SPACE**  
 3,029 AC. (8.0%) - MEETS 8% REQUIREMENT (SINGLE FAMILY)  
 2,090 AC. (6.1%) - MEETS 8% REQUIREMENT (MULTI-FAMILY)

**OWNER:**  
 CHAMBERLIN FAMILY LIMITED PARTNERSHIP  
 15550 SUFFOLK LANE  
 CHAGRIN FALLS, OHIO 44022

**DEVELOPER:**  
 M/I HOMES OF CINCINNATI, LLC  
 9349 WATERSTONE BLVD., SUITE 100  
 CINCINNATI, OHIO 45249

**SCALE IN FEET**  
 0 75 150 300

**STREET LIGHTS**  
 (Symbol)

**WALKING PATH**  
 (Symbol)

**ENTRANCE ROAD RW INCLUDED IN ZONE CHANGE:**  
 0.324 AC.

**TOTAL ZONED 63,602 AC.**

**STREET LIGHTS**  
 (Symbol)

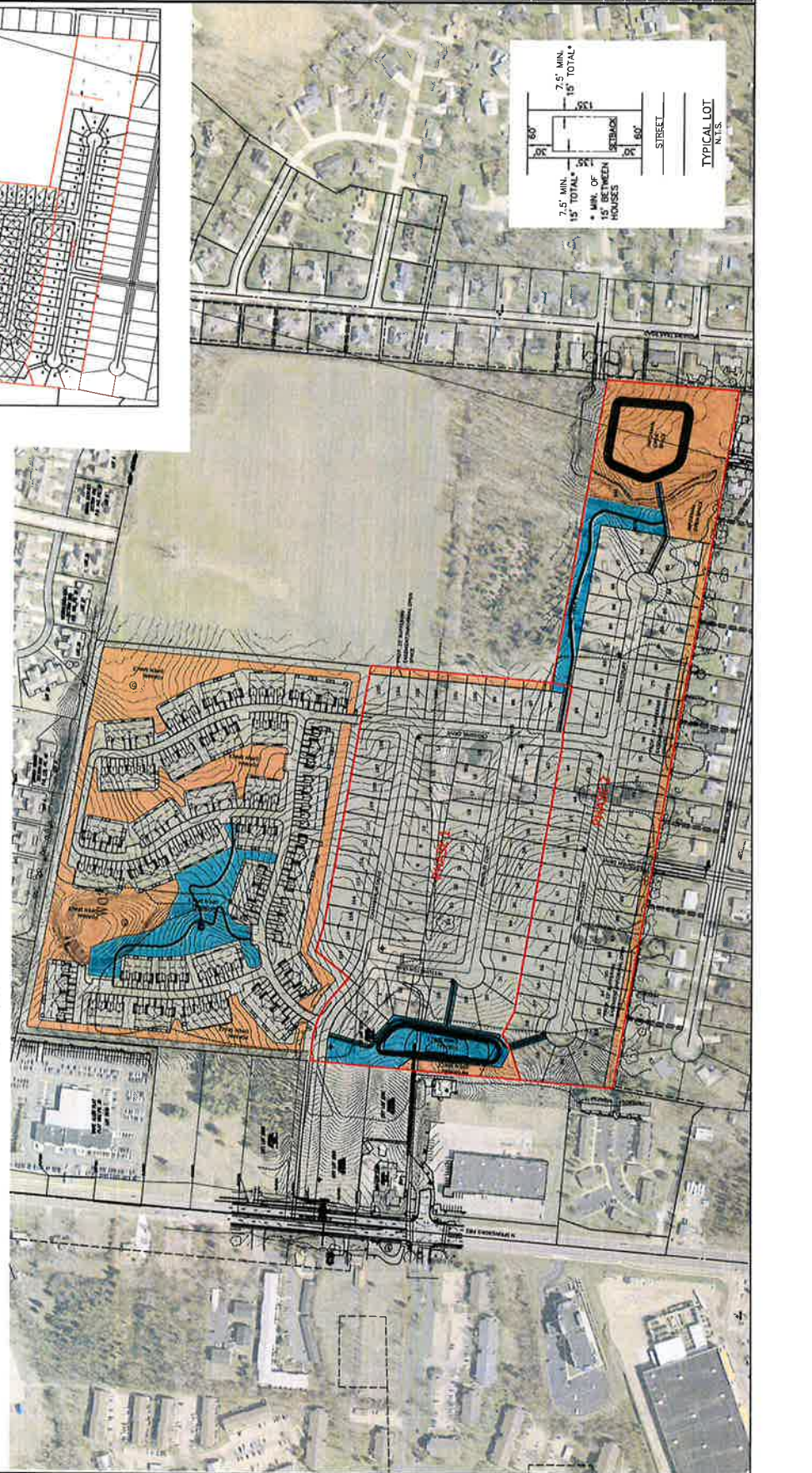
**WALKING PATH**  
 (Symbol)

**ENTRANCE ROAD RW INCLUDED IN ZONE CHANGE:**  
 0.324 AC.

**TOTAL ZONED 63,602 AC.**

**STREET LIGHTS**  
 (Symbol)

**WALKING PATH**  
 (Symbol)





## **Ordinance #6899**

### **Exhibit C**

*Preliminary Development Plan Report – Chamberlin Farm Development Project*

## **Breakdown of Site into Areas A (MI Homes) and B (Redwood)**

### **PURPOSE AND DESCRIPTION**

The Chamberlin Farm Development is broken down into two areas: Area A and Area B. Area A will be developed as a detached single-family home development by MI Homes. Area B will be developed as a single-story attached multi-family development by Redwood.

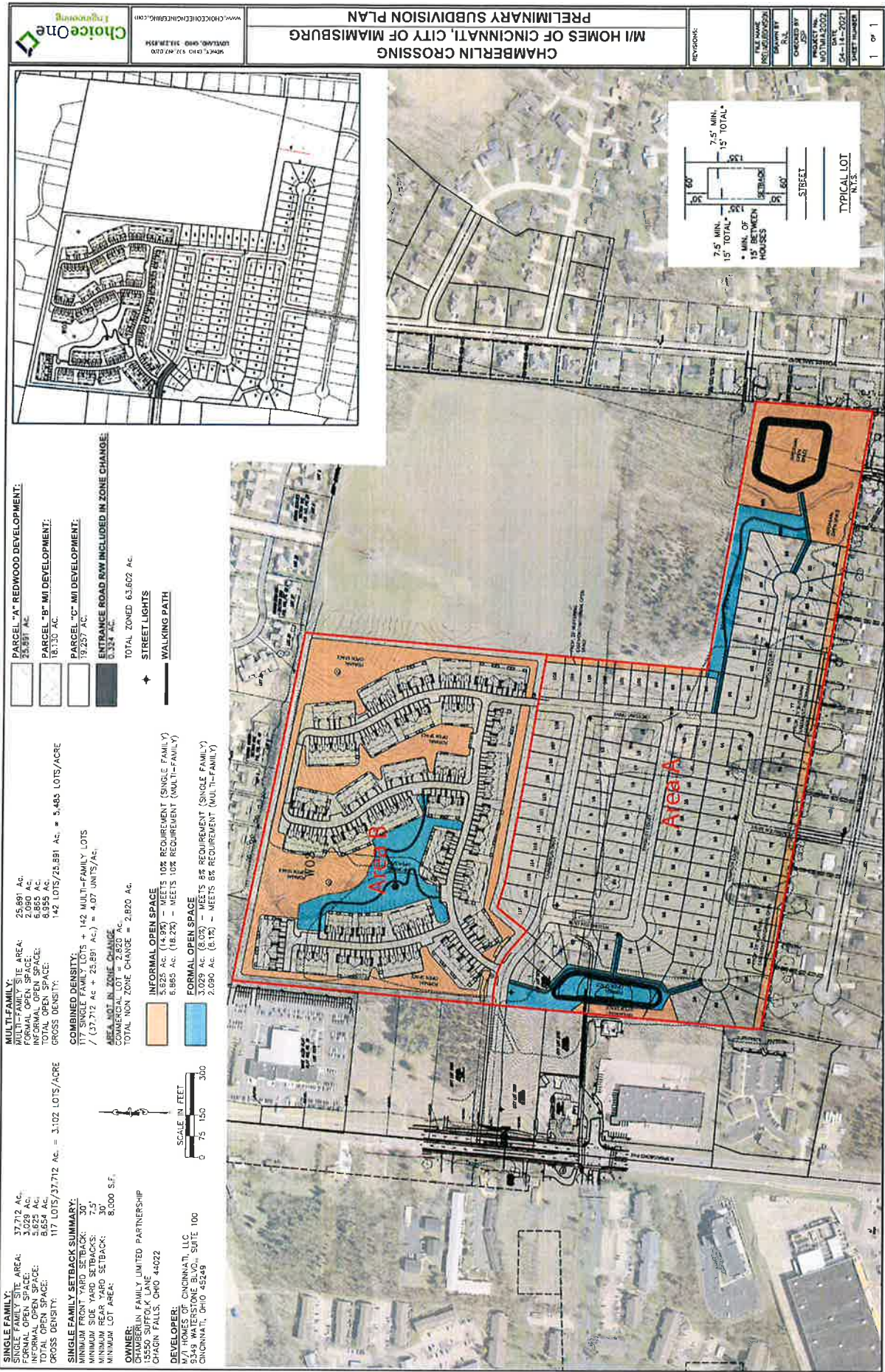
*Refer to Exhibit 1 (Site Breakdown) – Preliminary Site Plan with Areas A and B Outlined – attached to this Planned Residential Development document and incorporated herein.*

### **Exhibit Summary:**

**Exhibit 1 (Site Breakdown)** – Preliminary Site Plan with Areas A and B Outlined



# Exhibit 1 (Site Breakdown) - Development Plan Areas



## **Preliminary Access Options from State Route 741 to the Site**

### **PURPOSE AND DESCRIPTION**

The final site access from State Route 741 to the subject site has not yet been approved by the City of Miamisburg. The purpose of this section is to provide the two conceptual/preliminary options for how to connect the subject site to State Route 741. Those options include:

- Option 1: Connecting the subject site directly to the existing signal located at the intersection of State Route 741 and Habitat Boulevard.
- Option 2: Construction a new roadway and access point onto State Route 741.

*Refer to Exhibit 1 (Preliminary Access Options) – Conceptual design of Connecting to Habitat Boulevard and the Existing Signal – AND Exhibit 2 – Conceptual design of a new roadway onto SR-741 - attached to this Planned Residential Development document and incorporated herein.*

#### **Exhibit Summary:**

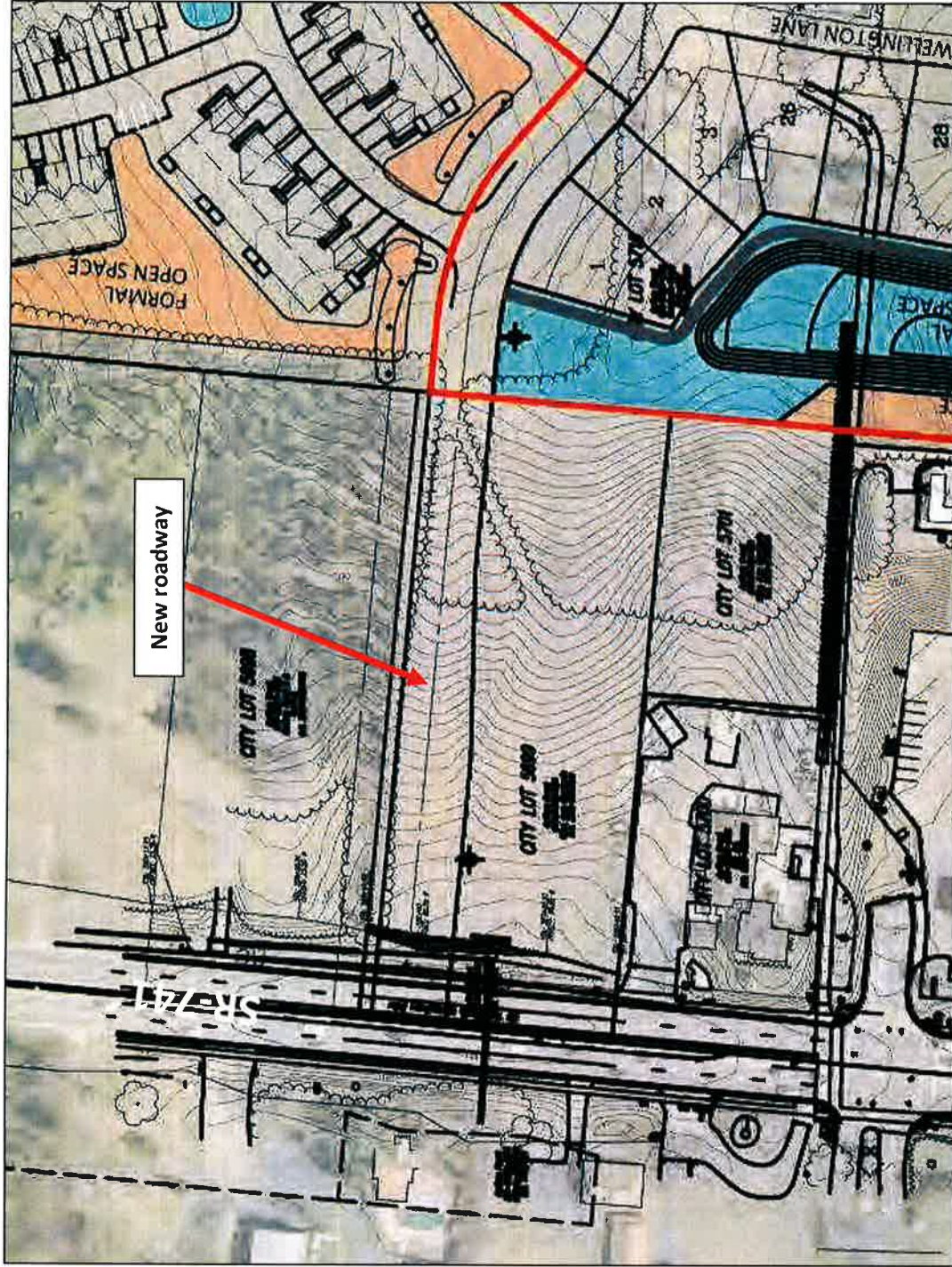
Exhibit 1 (Preliminary Access Options) – Conceptual design of Connecting to Habitat Boulevard and the Existing Signal\*

Exhibit 2 (Preliminary Access Options) - Conceptual design of a new roadway onto SR-741\*

\*These exhibits are preliminary and do not necessarily reflect the final placement and design of future access roadway(s) to the Chamberlin Farm Development. Final design will be finalized as a part of the final development plan for the site.



Exhibit 2 (Preliminary Access Options) - Conceptual Design of a new roadway onto SR-741



## **Design and Development Standards for Area A (MI Homes)**

### **PURPOSE**

The purpose of the Chamberlin Crossing Planned Residential District is to allow the City of Miamisburg and M/I Homes of Cincinnati, LLC to collaborate in the design of a 117 single-family high-quality detached home neighborhood just east of Springboro Pike in the City of Miamisburg, Montgomery County. The current plan has 8 fewer single-family home lots than the original plan. The area in the southeast area of the site has been redesigned as informal open space to preserve much of the existing tree-line vegetation and streams that traverse the area.

The current plan for the +/-37.38-acre development will preserve 8.654 acres (23%) of formal and informal open space. Open space shall be maintained by the Homeowners Association except when it lies on individually owned lots in which case the lot/homeowner will be responsible for maintenance. A path has been proposed connecting the open space to the overall sidewalk network. A 50' Perimeter Setback along the eastern and southern outside boundaries of the community shall provide separation from the adjacent proposed and existing single-family homes. In addition, a 25' Buffering Easement containing screening landscaping shall be established on the rear of lots along the east and south perimeter of the development. Buffering landscaping is also being included on portions of the north and west sides of the property.

### **PERMITTED USES**

- (a) The following principal uses are permitted in the Chamberlin Crossing Planned Residential District:
  - (1) Single-family dwellings.
  
- (b) The following accessory uses are permitted in the Chamberlin Crossing Planned Residential District:
  - (1) Garages, storage sheds, and other accessory structures compliant with the standards of Chapter 1289 of the Miamisburg Planning and Zoning Code for the exclusive use of residents for the Chamberlin Crossing Planned Unit Development

### **AREA REQUIREMENT**

The Chamberlin Crossing Planned Residential District consists of +/-37.712 acres of land with the following breakdowns:

- o 28.058 acres of Single-Family Lots & R/W
- o 8.654 acres of Total Open Space
  - o 3.029 acres of Formal Open Space
  - o 5.625 acres of Informal Open Space

**DENSITY REQUIREMENT**

The +/-37.712-acre Chamberlin Crossing Planned Residential District shall contain 117 Single-Family Homes resulting and a density of 3.102 dwelling units per acre.

**DEVELOPMENT STANDARDS**

(a) **Site Design:**

Chamberlin Crossing Planned Residential District will include 117 high-quality single-family detached homes on 37.712 acres. M/I Homes will offer both single- and two-story homes. The Development will preserve 8.654 acres of open space (5.625 acres of informal open space and 3.029 acres of formal open space) including a 25’ Buffering Easement containing screen landscaping on the rear of lots along the east and south perimeter of the development. Two (2) points of ingress/egress will make the site accessible from the existing public streets network; (1) from the west on Springboro Pike via a new road to be built as part of the Development and (2) from the south and Crossview Drive. In addition, two (2) connections will be made with the proposed Redwood development to the north.

The plan is to build out the two phases of the site over a 4-6 year period.

*Refer to Exhibit 1 (Area A) – Preliminary Site and Phasing Plan – attached to this Planned Residential District document and incorporated herein.*

(b) **Lot Requirements:**

The lot requirements for the Chamberlin Crossing Planned Residential District are as follows:

- a. Minimum lot area: 8,000 square feet
- b. Minimum lot frontage: 60 feet (Exceptions for cul-de-sac lots per the City of Miamisburg Zoning Ordinance)

(c) **Yard Requirements:**

The following yard requirements shall apply to all principal structures built within the Chamberlin Crossing Planned Residential District:

Yard	Minimum Yard Depth
Front	30 feet, open (on three sides) front porches may be within 22’ of the front property line subject to the provisions of Chapter 1289 of the Planning and Zoning Code.
Side	7.5 feet minimum* 15’ total between principal structures
Rear	30 feet*

\*The rear and/or side setback requirement increases to 50 feet on lots that directly abut the perimeter of the development adjacent to an existing or proposed residential use. Within

this 50' rear yard setback, the 25' nearest the adjoining property line are designated as "Buffering Easement/Informal Open Space", with are further regulated in the "Open Space and Buffer Yards" section below. The remaining 25' may be used as standard yard area.

(e) Building Material Requirements:

Housing units within the Chamberlin Crossing Planned Residential District shall be composed of quality architectural materials including brick, stone, wood, vinyl or cement board siding. (13) High-visibility lots as shown in Exhibit 3 will have a 1<sup>st</sup> floor brick wrap.

Where vinyl siding is utilized, such siding shall meet the following minimum specifications:

- (1) Siding types permitted: Clapboard, beaded, shake, board and batten, others (case-by-case review)
- (2) Prohibited siding types: dutchlap
- (3) Minimum gauge (thickness): 0.046"
- (4) Minimum projection: 3/4" (where applicable)
- (5) Other requirements: Fully rolled-over and reinforced nail hem
- (6) Insulation is strongly encouraged for both added rigidity and energy efficiency benefits.

*See Exhibit 2 (Area A) – Example Building Elevations & Siding Specifications – attached to this Planned Residential District document and incorporated herein, for examples of the proposed building elevations and floorplans.*

*See Exhibit 3 (Area A) – High-Visibility Lots – attached to this Planned Residential District document and incorporated herein.*

(f) Landscaping Requirements:

(1) Lot Landscaping:

Prior to closing or as soon as practical given the time of year and weather conditions, each in-line single frontage home will have several shrubs, one (1) Group A yard tree, and one (1) Group A street tree planted. Corner lots will have two (2) Group A yard trees, and two (2) Group A street tree planted. The front and side yard will be sodded to the rear house line and rear yards will be seeded. Further, for lots along the perimeter of the development, the buffering landscaping as shown in Exhibit 5 shall be installed.

*Refer to Exhibit 4 (Area A) – Example Lot Landscape Plans – attached to this Planned Residential District document and incorporated herein.*

(g) Open Space and Buffer Yards:

The 8.654 acres of common open space areas preserved in this Development represents 23% of the 37.712 total site area. Formal open space consists of 3.029 acres whereas undisturbed and buffering easements informal open space totals 5.625 acres for a total of

8.654 acres. The formal open space will include landscaping, a walking path connecting to the overall sidewalk network, two (2) pocket parks, and a retention pond with fountain. Open space shall be maintained by the Homeowners Association except when it lies on individually owned lots in which case the lot/homeowner will be responsible for maintenance.

A 25' Buffering Easement will be installed containing screen landscaping on the rear of lots along the east and south perimeters of the development. Owners of these lots will be permitted to install fences, small sheds (<200 sq. ft. in size) where permitted and remove dead, invasive, and diseased trees from within this easement. Any removal of vegetation will require the installation of vegetation that will provide a similar level of screening as the current proposed and/or natural vegetation.

*Refer to Exhibit 5 (Area A) – Preliminary Entry Monument, Landscaping, and Buffering Plan – attached to this Planned Residential District document and incorporated herein.*

(h) Parking Requirements:

Each home will have space for a minimum of four off street parking spaces consisting of a two-car garage and at least two driveway spaces. Each dwelling is required to provide at least two (2) off-street parking spaces.

(i) Signs:

Chamberlin Crossing Planned Residential District will have a permanent ground mounted monument sign along Springboro Pike at the new entrance road. The monument will be approximately 12' tall, will be constructed on a stone base, and have (3) separate panels each one measuring 2'6" x 12'x8". Redwood and M/I Homes will each utilize a single panel and the third will be utilized by future commercial owner.

In addition, Chamberlin Crossing Planned Residential District will have a permanent ground mounted monument sign adjacent to lot 1. The sign will not exceed 8 feet in height, will be constructed on a stone base and will not exceed 36 square feet in total signage.

Each permanent entryway sign will be provided with landscaping beneath the sign meeting the standards of Chapter 1293 of the Miamisburg Planning and Zoning Code.

Temporary marketing signage will include a single double-sided 4'x8' sign along Springboro Pike at the new entrance road, individual 24"x24" lot signs on each lot, and identification signs at the model home. All temporary signage will be removed upon completion of all homes being built.

*Refer to Exhibit 5 (Area A) – Preliminary Entry Monument, Landscaping, and Buffering Plan – attached to this Planned Residential District document and incorporated herein.*



*Refer to Exhibit 6 (Area A) – Temporary Marketing Signage – attached to this Planned Residential District document and incorporated herein.*

*Refer to Exhibit 7 (Area A) – Preliminary Master Signage Plan – attached to this Planned Residential District document and incorporated herein.*

(j) Other Requirements:

Fences:

Chain-link fences and similar woven-wire fences are prohibited. Refer to Chapter 1289 of the Miamisburg Planning and Zoning Code for other applicable fence requirements.

(k) Site Lighting:

Each home will have a photoelectric lamp post in the front yard near the sidewalk and buyers may add an optional coach light to both sides of the garage door. Streetlights will be installed throughout the community at intersections and cul-de-sacs.

(l) Utilities:

(1) Undergrounding: All Utilities to serve the Chamberlin Crossing Planned Residential District will be located underground.

(2) Domestic Water: Water service will be provided by Montgomery County.

(3) Sanitary Sewer: Sanitary sewer service will be provided by Montgomery County.

(4) Storm Water: Storm water management has been designed in accordance with the City's and Montgomery County's standards. All wet basins will include fountains.

(m) Mail Delivery:

The location of all cluster box units (CBUs) for combined postal delivery shall be as approved by the City of Miamisburg. It is anticipated that the homes will be served by 4 compartment cluster boxes located in common open space, scattered throughout the community. M/I will attempt to locate all boxes within a relative proximity of the homes they are intended to serve. All cluster boxes will be located behind the sidewalk. The Homeowners Association will own the cluster box and be responsible for its maintenance.

(n) Phasing:

The intent is to construct the proposed subdivision in two phases over a 4-6-year period, depending upon the economic conditions. The two phases can be seen in Exhibit 1 - Preliminary Site and Phasing Plan.

The Chamberlin Crossing Planned Residential Development will be built out in the following phases:

- (1) Phase 1: RESERVED
- (2) Phase 2: RESERVED.

**Exhibit Summary:**

Exhibit 1 (Area A) – Preliminary Site and Phasing Plan

Exhibit 2 (Area A) – Example Building Elevations and Siding Specifications

Exhibit 3 (Area A) – High-Visibility Lots

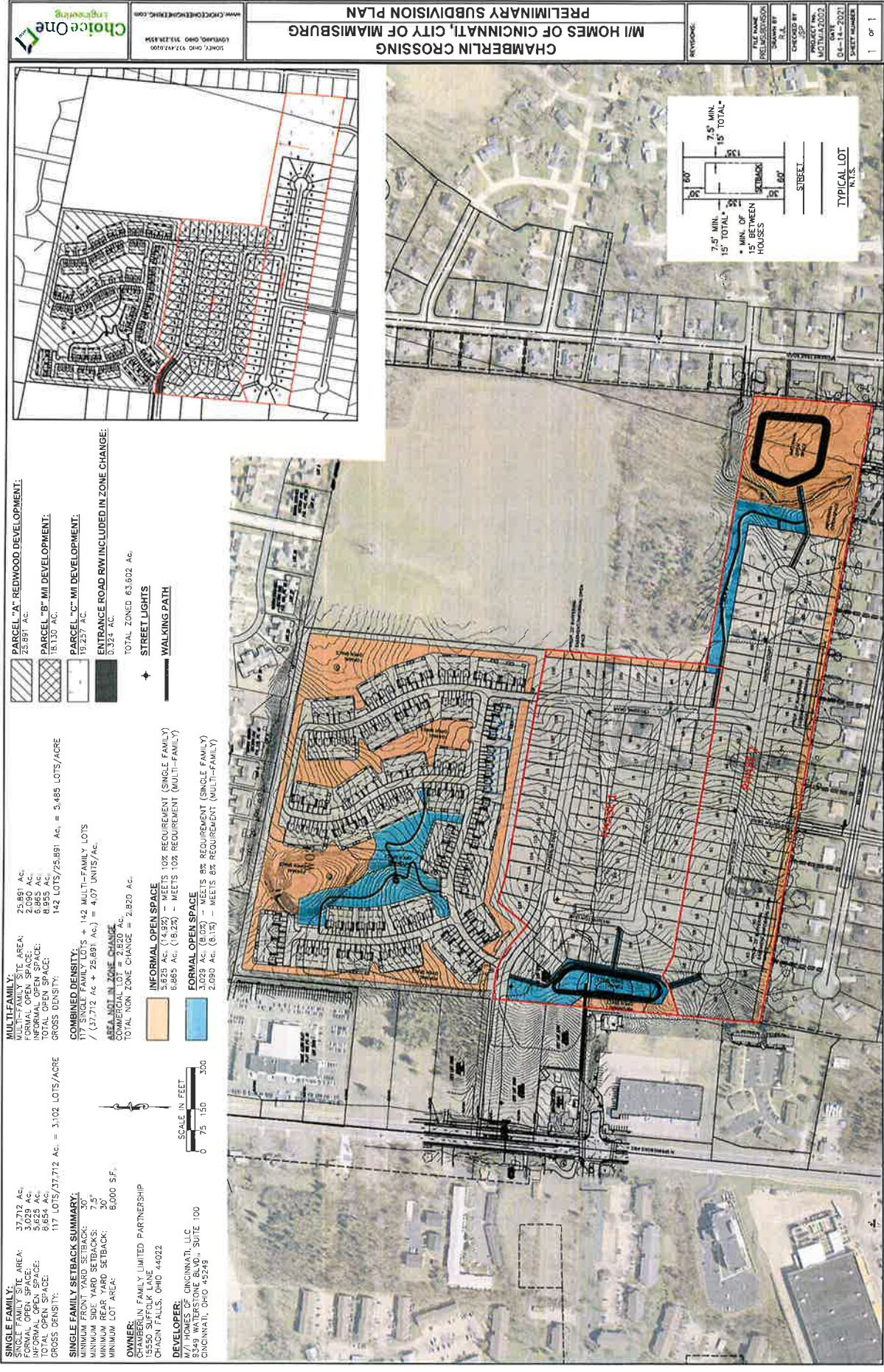
Exhibit 4 (Area A) – Example Lot Landscape Plans

Exhibit 5 (Area A) - Preliminary Entry Monument, Landscaping, and Buffering Plan

Exhibit 6 (Area A) - Temporary Marketing Signage

Exhibit 7 (Area A) - Preliminary Master Signage Plan

Exhibit 1 (Area A) - Preliminary Site and Phasing Plan



**SINGLE FAMILY:**  
 SINGLE FAMILY SITE AREA: 37,712 AC.  
 INFORMAL OPEN SPACE: 5,625 AC.  
 TOTAL OPEN SPACE: 8,654 AC.  
 GROSS DENSITY: 117 LOTS/37,712 AC. = 3.102 LOTS/ACRE

**SINGLE FAMILY SETBACK SUMMARY:**  
 MINIMUM FRONT YARD SETBACK: 30'  
 MINIMUM SIDE YARD SETBACKS: 7.5'  
 MINIMUM REAR YARD SETBACK: 30'  
 MINIMUM LOT AREA: 6,000 SF.

**OWNER:**  
 CHAMBERLIN FAMILY LIMITED PARTNERSHIP  
 15550 SUFFOLK LANE  
 CHADON FALLS, OHIO 44022

**DEVELOPER:**  
 M/I HOMES OF CINCINNATI, LLC  
 8349 WATERSTONE BLVD., SUITE 100  
 CINCINNATI, OHIO 45249

**MULTI-FAMILY:**  
 MULTI-FAMILY SITE AREA: 25,891 AC.  
 INFORMAL OPEN SPACE: 2,080 AC.  
 TOTAL OPEN SPACE: 8,955 AC.  
 GROSS DENSITY: 142 LOTS/25,891 AC. = 5.485 LOTS/ACRE

**COMBINED DENSITY:**  
 117 SINGLE FAMILY LOTS + 142 MULTI-FAMILY LOTS  
 / (37,712 AC + 25,891 AC.) = 4.07 UNITS/AC.

**AREA NOT IN ZONE CHANGE:**  
 COMMERCIAL LOT = 2,620 AC.  
 TOTAL NON ZONE CHANGE = 2,820 AC.

**INFORMAL OPEN SPACE**  
 5,625 AC. (14.92%) - MEETS 10% REQUIREMENT (SINGLE FAMILY)  
 6,865 AC. (18.22%) - MEETS 10% REQUIREMENT (MULTI-FAMILY)

**FORMAL OPEN SPACE**  
 3,028 AC. (8.03%) - MEETS 8% REQUIREMENT (SINGLE FAMILY)  
 2,092 AC. (5.53%) - MEETS 8% REQUIREMENT (MULTI-FAMILY)

**PARCEL "A" - REDWOOD DEVELOPMENT:**  
 25,891 AC.

**PARCEL "B" - MI DEVELOPMENT:**  
 18,130 AC.

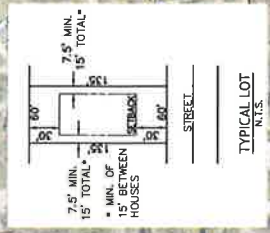
**PARCEL "C" - MI DEVELOPMENT:**  
 19,237 AC.

**ENTRANCE ROAD RW INCLUDED IN ZONE CHANGE:**  
 0.324 AC.

**TOTAL ZONED 63,902 AC.**

**STREET LIGHTS**  
 +

**WALKING PATH**  
 —



## Exhibit 2 (Area A) – Example Building Elevations & Siding Specifications

Link to Building Elevations in Google Drive -

[https://drive.google.com/open?id=1O1fQYo15edt5ERjFoBWH8XT\\_srOfLX\\_K](https://drive.google.com/open?id=1O1fQYo15edt5ERjFoBWH8XT_srOfLX_K)

### Clapboard


Specification	
Profile	Charter Oak clapboard
Nail Hem	Fully rolled-over
Exposure	Double 4-1/2"
Projection	3/4"
Length	12' 1"
Siding Thickness	.048" (nominal)
Texture(s)	Richly detailed oak grain finish
Exclusive Features	TriBoam® Design
Color(s)	A new, richer color palette featuring 29 colors



Charter Oak clapboard

### Board and Batten


Specification	
Profile	Vertical
Exposure	Single 7" (5-1/2" board, 1-1/2" batten)
Projection	1/2"
Siding Thickness	.048" (nominal)
Texture(s)	Finely milled cedar
Color(s)	25



Single 7" vertical

### Shake


Profile	Shake
Exposure	Single 7"
Projection	3/4"
Texture(s)	Cedar
Color(s)	Featuring 29 colors



Shake

Profile	Staggered Shake
Exposure	Single 10"
Projection	1"
Texture(s)	Deep Cedar
Color(s)	Featuring 29 colors



Staggered Shake

# Emerson

Smart Series  
*Signature*



Elevation D



Elevation E



Elevation F - shown w/opt. coach lights

Square Feet: 1,947      Half Baths: 1  
Bedrooms: 3 plus loft      Garages: 2  
Full Baths: 2      Stories: 2

  
**M I HOMES**  
Welcome to Better™

# Remington

Smart Series  
*Signature*



Elevation D



Elevation E



Elevation F - shown w/opt. coach lights

Square Feet: 1,514

Bedrooms: 3

Full Baths: 2

Half Baths: 0

Garages: 2

Stories: 1



M I HOMES

Welcome to Better

# Salinger

Smart Series  
*Signature*



Elevation D



Elevation E



Elevation F - shown w/opt. coach lights

Square Feet: 2,310  
Bedrooms: 4  
Full Baths: 2

Half Baths: 1  
Garages: 2  
Stories: 2

  
**MI HOMES**  
Welcome to Better

# Sinclair

## Smart Series *Signature*



Elevation D - shown w/opt. coach lights



Elevation E - shown w/opt. coach lights



Elevation F - shown w/opt. coach lights

Square Feet: 2,616      Half Baths: 1  
Bedrooms: 4 plus loft      Garages: 2  
Full Baths: 2              Stories: 2

  
**M | HOMES**  
Welcome to Better



# Steinbeck

Smart Series  
*Signature*



Elevation D



Elevation E



Elevation F - shown w/opt. coach lights

Square Feet: 1,845  
Bedrooms: 3  
Full Baths: 2

Half Baths: 1  
Garages: 2  
Stories: 2

  
M I HOMES  
Welcome to Better

# Thoreau

Smart Series  
*Signature*



Elevation D - shown w/opt. coach lights



Elevation E - shown w/opt. coach lights



Elevation F - shown w/opt. coach lights

Square Feet: 3,088    Half Baths: 1  
Bedrooms: 4 plus loft    Garages: 2  
Full Baths: 2    Stories: 2

  
**M I HOMES**  
Welcome to Better

# Turnbull

Smart Series  
*Signature*



Elevation D



Elevation E



Elevation F - shown w/opt. coach lights

Square Feet: 1,769

Bedrooms: 3

Full Baths: 2

Half Baths: 0

Garages: 2

Stories: 1

  
MI HOMES  
Welcome to Better

# Wilder

## Smart Series *Signature*



Elevation D - shown w/opt. coach lights



Elevation E - shown w/opt. coach lights



Elevation F - shown w/opt. coach lights

Square Feet: 2,773      Half Baths: 1  
Bedrooms: 4 plus loft      Garages: 2  
Full Baths: 2                  Stories: 2

  
**MI HOMES**  
Welcome to Better

Wyeth

Smart Series  
*Signature*



Elevation D



Elevation E









Elevation F - shown w/opt. coach lights

Square Feet: 1,420  
Bedrooms: 3  
Full Baths: 2

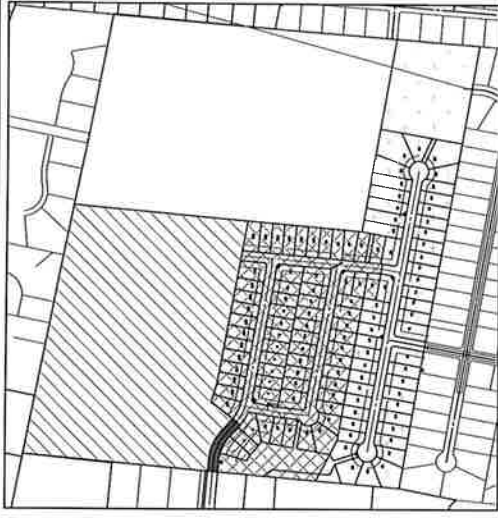
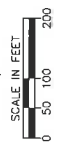
Half Baths: 0  
Garages: 2  
Stories: 1

  
M I HOMES  
Welcome to Better

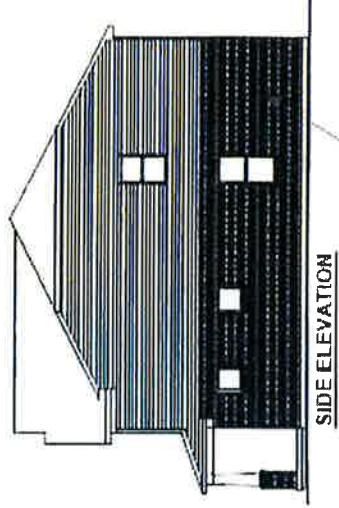
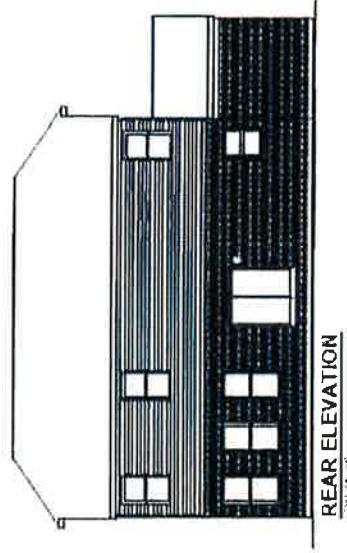
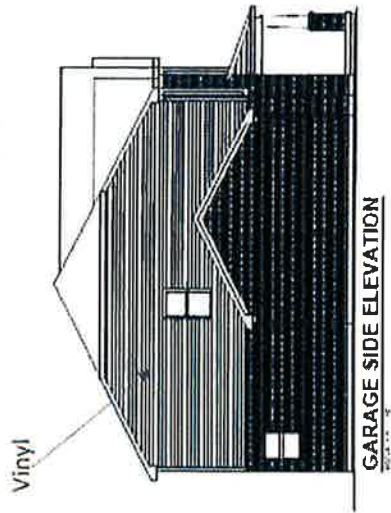
**Exhibit 3 (Area A) - High-Visibility Lots**

- SINGLE FAMILY:**
  - SINGLE FAMILY SITE AREA: 37,712 Ac.
  - FORMAL OPEN SPACE: 2,996 Ac.
  - TOTAL OPEN SPACE: 8,714 Ac.
  - GROSS DENSITY: 117 LOTS/37,712 Ac. = 3,102 LOTS/ACRE
- SINGLE FAMILY SETBACK SUMMARY:**
  - MINIMUM FRONT YARD SETBACK: 30'
  - MINIMUM REAR YARD SETBACK: 7.5'
  - MINIMUM SIDE YARD SETBACK: 7.5'
  - MINIMUM LOT AREA: 8,000 S.F.
- OWNER:**
  - CHAMBERLIN FAMILY LIMITED PARTNERSHIP
  - 15500 WOODBURN BLVD.
  - CHAGIN FALLS, OHIO 44022
- DEVELOPER:**
  - M/I HOMES OF CINCINNATI, LLC
  - 5349 WATERSTONE BLVD.
  - SPRINGBORO, OHIO 45246
- INFORMAL OPEN SPACE:** 5,718 Ac. (15.2%) - MEETS 10% REQUIREMENT
- FORMAL OPEN SPACE:** 2,996 Ac. (7.9%) - MEETS 5% REQUIREMENT
- STREET LIGHTS:** 
- WALKING PATH:** 
- PARCEL "A" REDWOOD DEVELOPMENT:**  23,891 AC.
- PARCEL "B" M/I DEVELOPMENT:**  18,130 AC.
- PARCEL "C" M/I DEVELOPMENT:**  19,257 AC.
- ENTRANCE ROAD ROW INCLUDED IN ZONE CHANGE:**  0.324 AC.

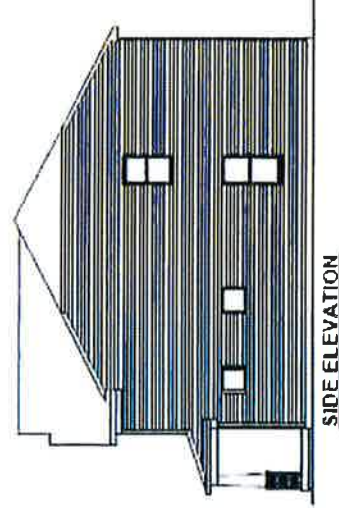
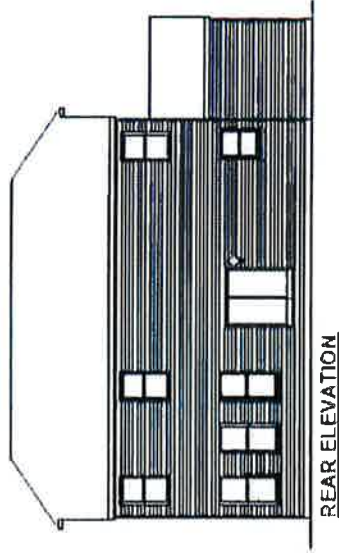
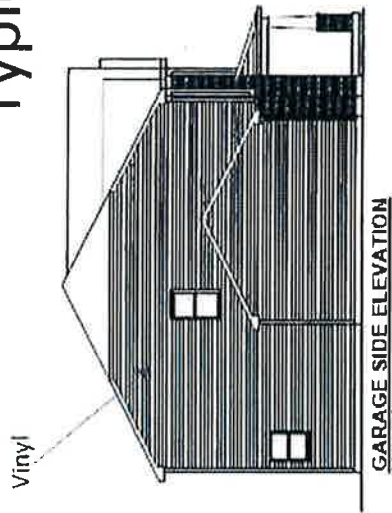
**X=High-Visibility Lot  
w/1st Floor Brick Wrap**



# Corner Lot – Brick Wrap Sides & Rear



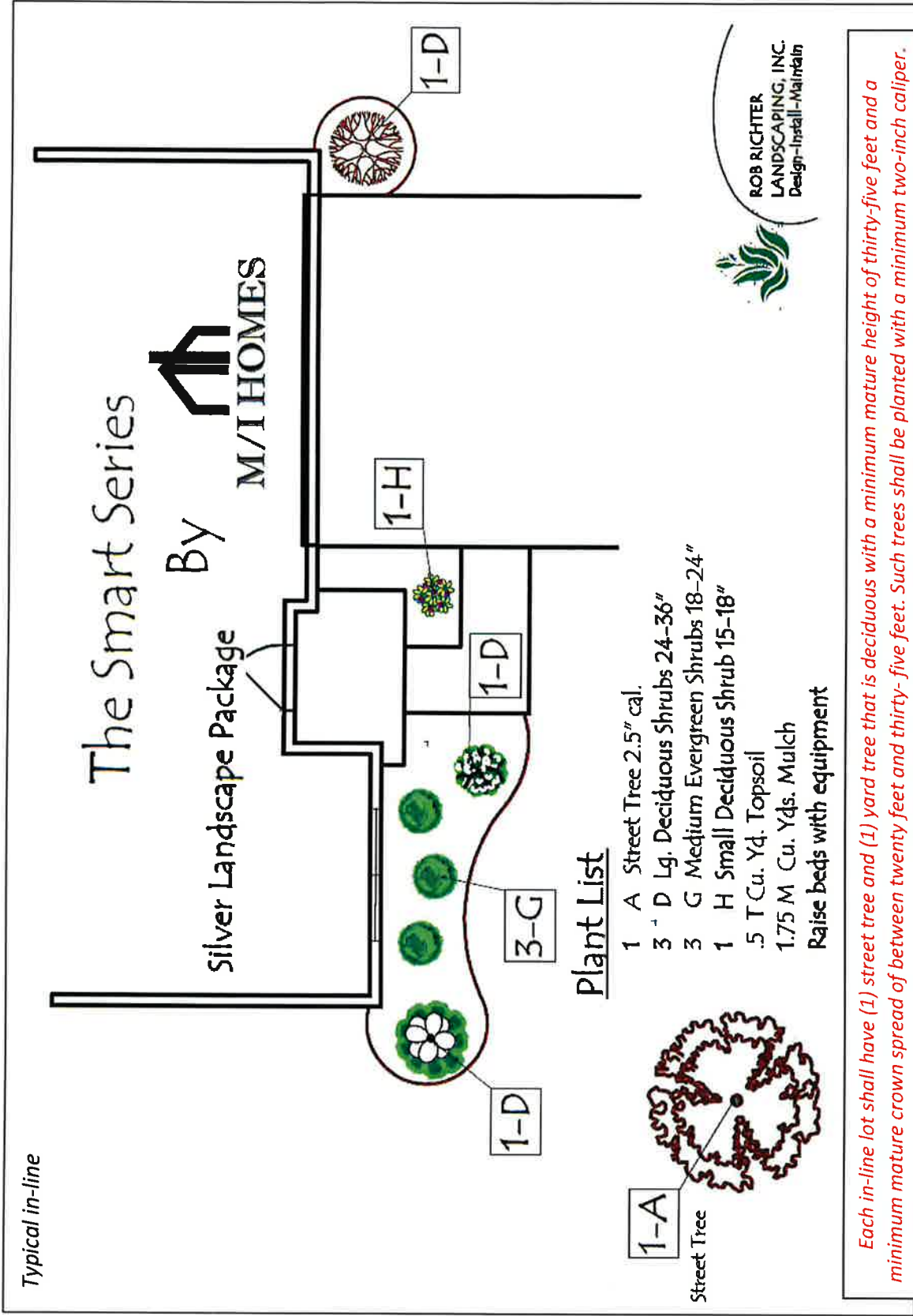
# Typical Lot – Vinyl Sides & Rear



M I HOMES

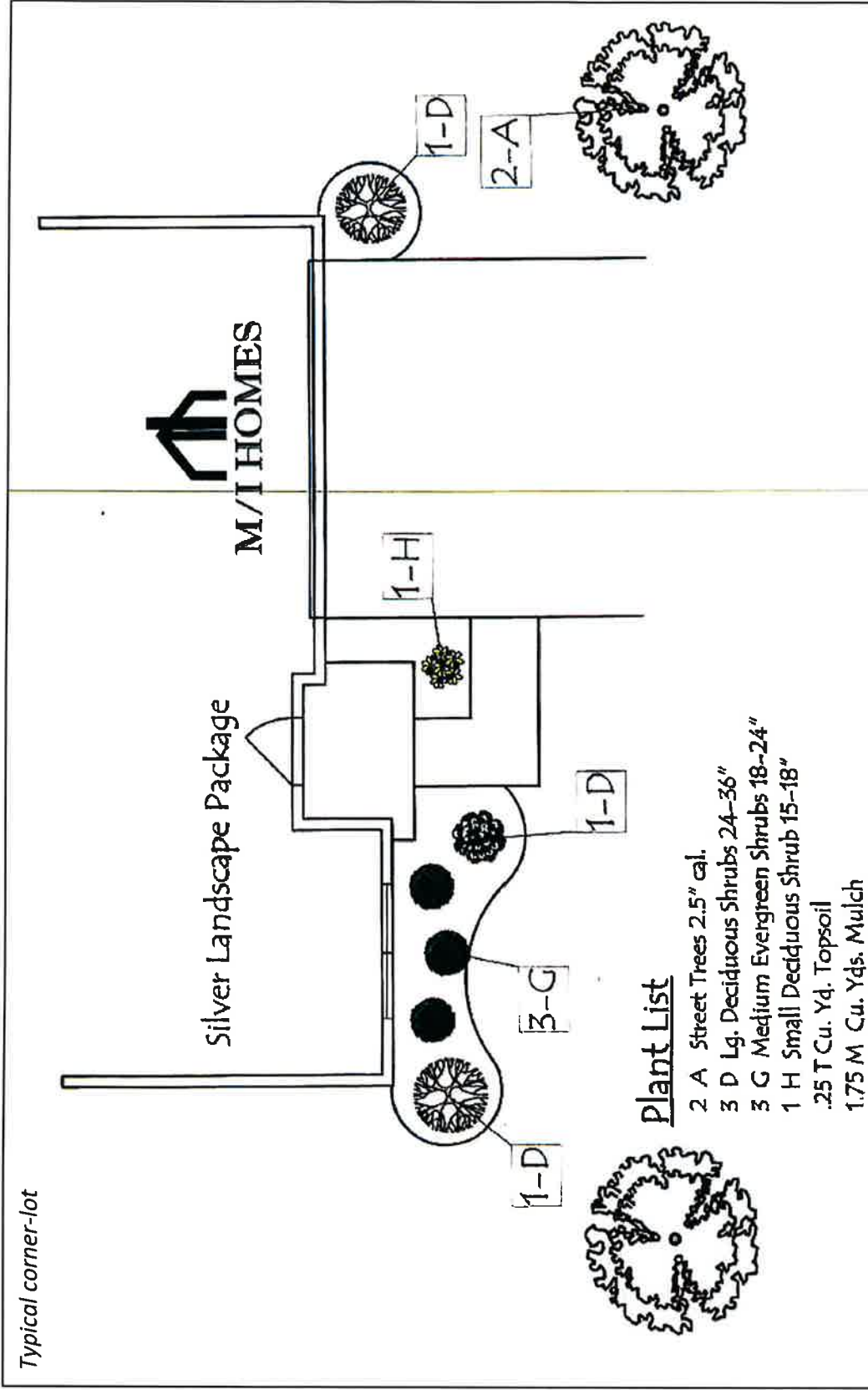
M/I Homes 2018

**EXHIBIT 4 (Area A) - EXAMPLE LOT LANDSCAPE PLAN**





**EXHIBIT 4 (Area A) - EXAMPLE LOT LANDSCAPE PLAN**



*Each corner lot shall have (2) street trees and (2) yard trees that are deciduous with a minimum mature height of thirty-five feet and a minimum mature crown spread of between twenty feet and thirty-five feet. Such trees shall be planted with a minimum two-inch caliper.*

**MSP**  
**D E S I G N**  
**McGILL SMITH PUNISHION**  
 20075 WOODBURN RD  
 WOODBURN, OHIO 44098  
 Phone: (440) 353-1100  
 Fax: (440) 353-1101  
 Website: www.mspdesign.com

**Project Manager:** D.P. Punishion  
**Drawn by:** S.H. Smith  
**Checked by:** S.H. Smith  
**Date:** 04/10/2014

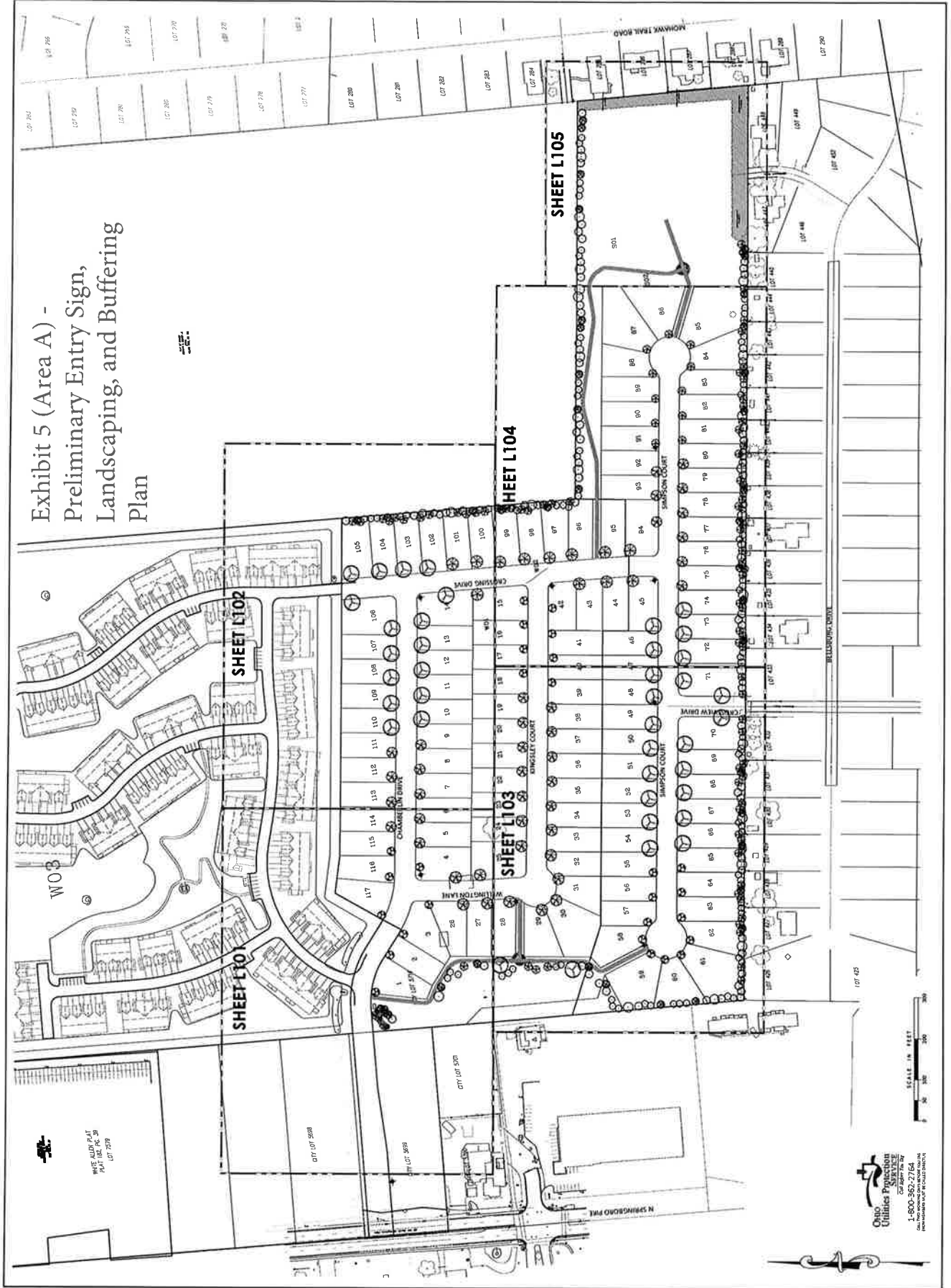
**City Comments:** 01/08/13  
**City Comments:** 01/08/13  
**City Comments:** 01/08/13

**CHAMBERLIN CROSSING**  
**PRELIMINARY LANDSCAPE PLAN**  
 MIAMI TOWNSHIP  
 MONTGOMERY COUNTY, OHIO

Sheet Title  
**LOCATION PLAN**

Project Number  
 19443.00  
 Drawing Scale  
 1" = 100'  
 Sheet Number  
 L100  
 File Number  
 19443

**Exhibit 5 (Area A) -  
 Preliminary Entry Sign,  
 Landscaping, and Buffering  
 Plan**



**Ohio Utilities Protection Service**  
 1-800-362-2764  
 www.o-ups.com

**PLANT SCHEDULE SHEET L101 STREET TREES**

SYMBOL	QTY	SPOT NAME	COMMON NAME	SIZE
WP	6	White Pine	White Pine	5'-7" B&B
AS	3	Asian Pear	Asian Pear	5'-7" B&B
FR	5	Fraxinus	Green Ash	5'-7" B&B

**PLANT SCHEDULE SHEET L101 BUFFER**

SYMBOL	QTY	SPOT NAME	COMMON NAME	SIZE
WP	1	White Pine	White Pine	5'-7" B&B
AS	1	Asian Pear	Asian Pear	5'-7" B&B
FR	1	Fraxinus	Green Ash	5'-7" B&B

**PLANT SCHEDULE ENTRANCE**

SYMBOL	QTY	SPOT NAME	COMMON NAME	SIZE
WP	1	White Pine	White Pine	5'-7" B&B
AS	1	Asian Pear	Asian Pear	5'-7" B&B
FR	1	Fraxinus	Green Ash	5'-7" B&B



**ENTRANCE LANDSCAPE**  
 SCALE: 1" = 10'

**DRAWING NOTES**

- ◊ ENTRANCE FEATURE SIGN
- ◊ COMMUNITY WALL SIGN
- ◊ BOUNDARY


**CHAMBERLIN CROSSING**  
PRELIMINARY LANDSCAPE PLAN  
MIAMI TOWNSHIP  
MONTGOMERY COUNTY, OHIO

**Orris Utilities Production Services**  
1-800-360-2764  
We are the experts in water, sewer, gas and electric utility design.

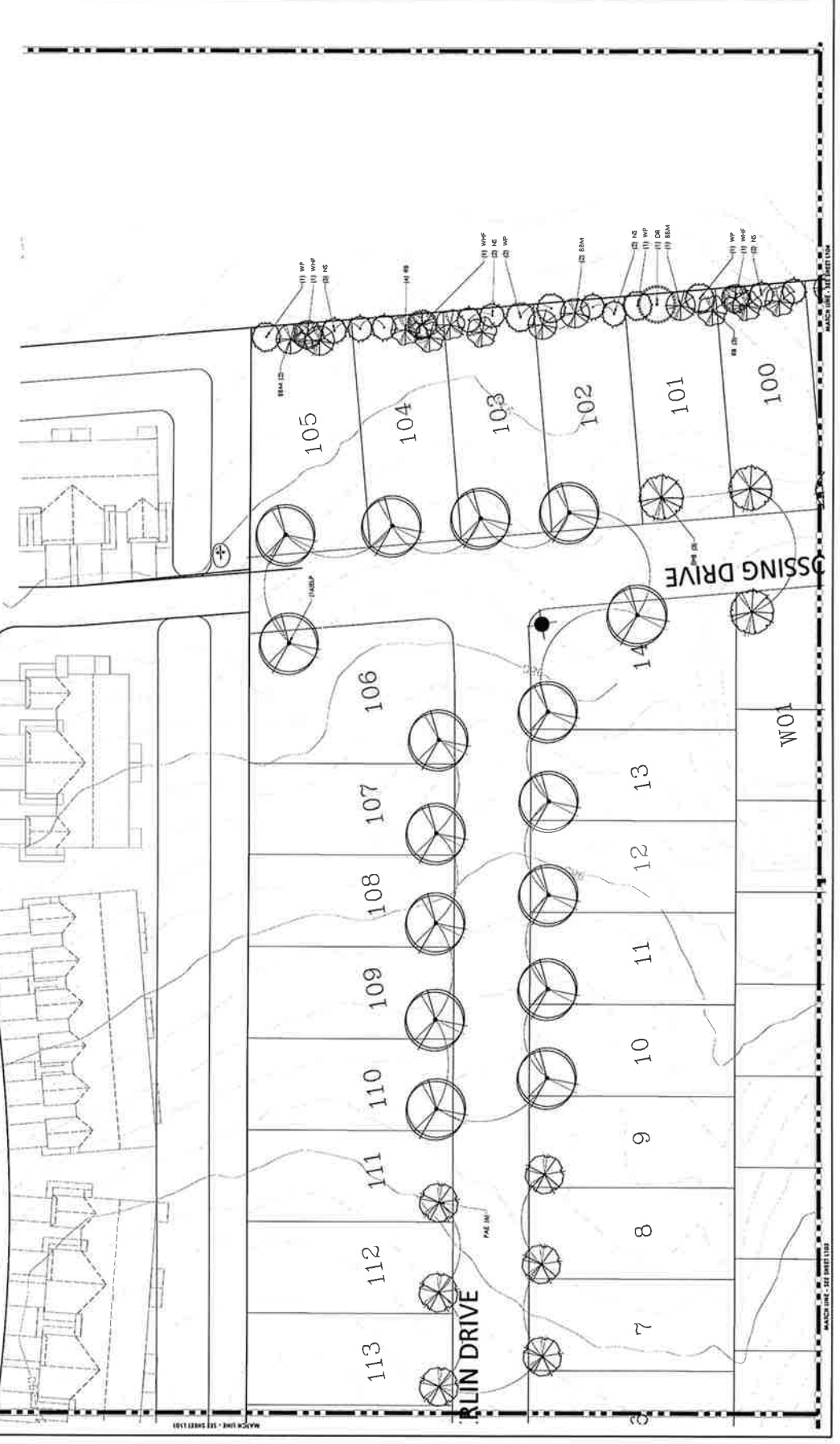
**PLANT SCHEDULE SHEET L102 STREET TREES**

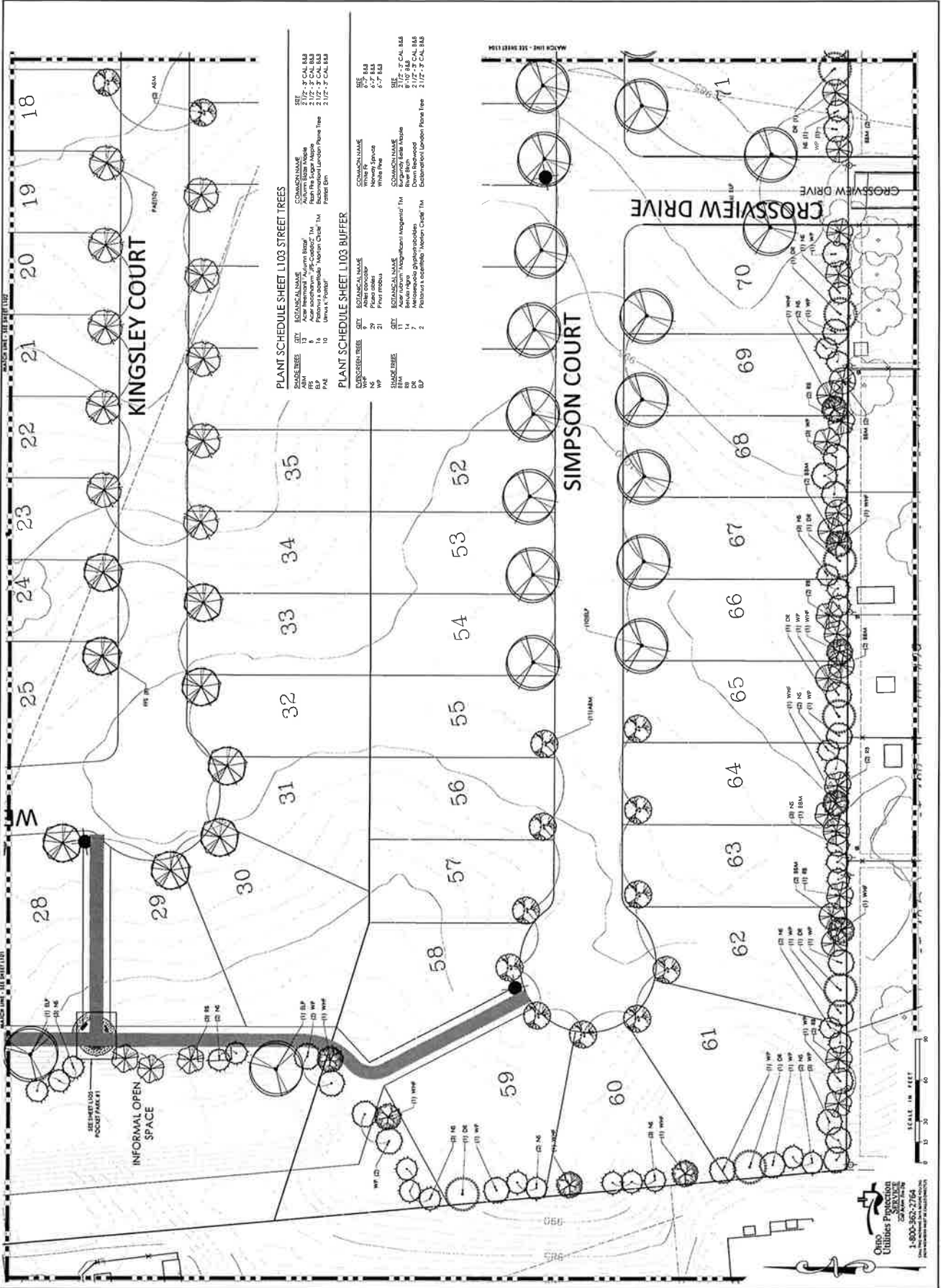
SYMBOL	QTY	COMMON NAME	HT.	SPREAD	COLLAR
100	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
101	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
102	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
103	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
104	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
105	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B

**PLANT SCHEDULE SHEET L102 BUFFER**

SYMBOL	QTY	COMMON NAME	HT.	SPREAD	COLLAR
106	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
107	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
108	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
109	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
110	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
111	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
112	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B
113	6	Ulmus 'Parrot'	16'	14'	2" CAL. B&B







McGilli Smith Paxson  
 15000 Park Blvd  
 Suite 100  
 Montgomery, Ohio 45374  
 Phone: 513.274.4000  
 Fax: 513.274.4001  
 Website: www.mspdesign.com

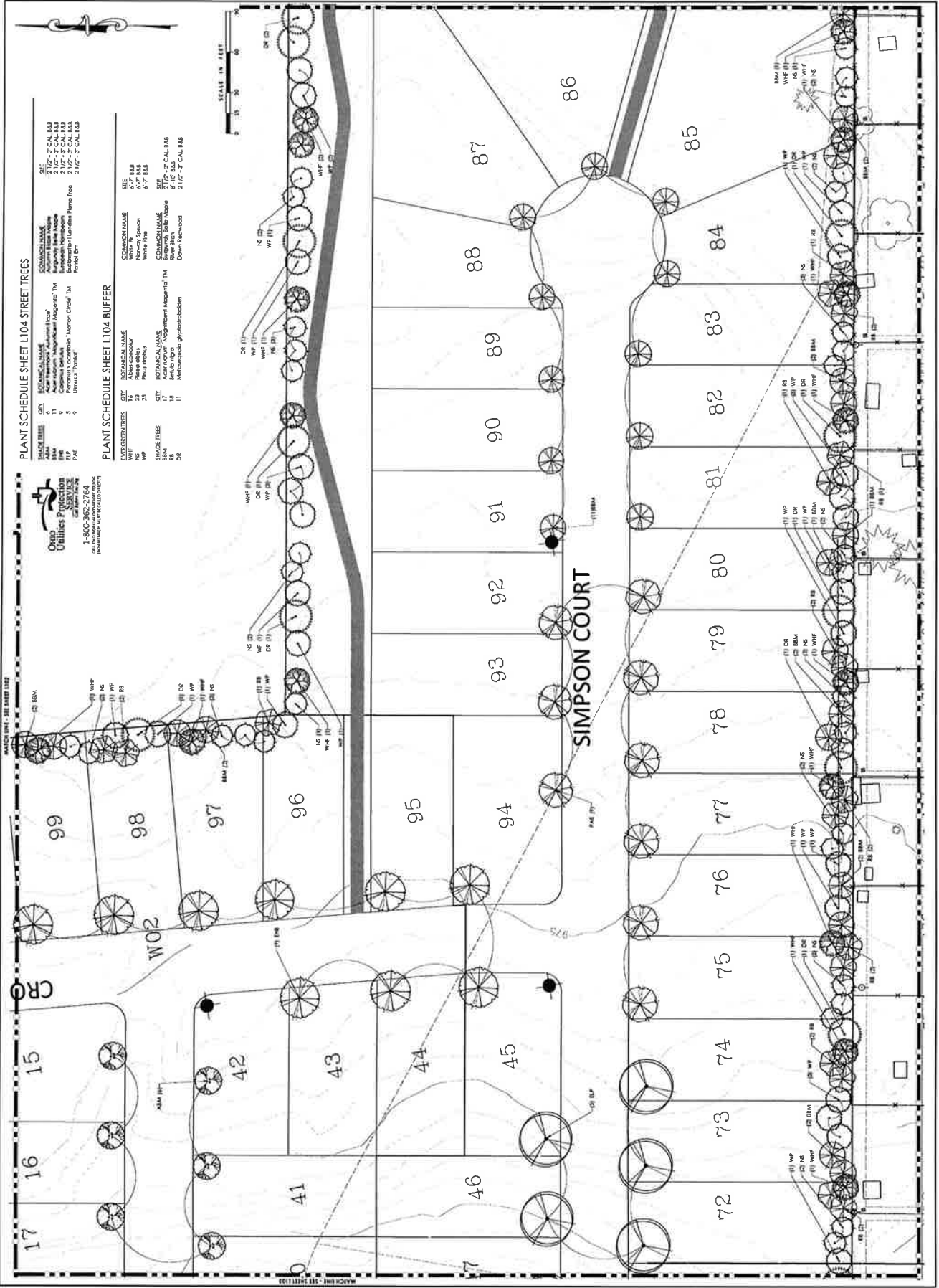
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 Designer: [Blank]  
 Drafter: [Blank]  
 Date: [Blank]

Issue/Revision: [Blank]  
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 Issue/Revision: [Blank]  
 Issue/Revision: [Blank]

**CHAMBERLIN CROSSING**  
**PRELIMINARY LANDSCAPE PLAN**  
 MIAMI TOWNSHIP  
 MONTGOMERY COUNTY, OHIO

Sheet Title:  
**PRELIMINARY LANDSCAPE PLAN**

Project Number: 19443.00  
 Drawing Scale: 1" = 20'  
 Sheet Number: L104  
 File Number: 19443



**PLANT SCHEDULE SHEET L104 STREET TREES**

SYMBOL	QTY	COMMON NAME	SEE
WF	11	White Pine	2 1/2" - 3" CAL. B&B
NS	5	Norway Spruce	2 1/2" - 3" CAL. B&B
BB	5	Burgundy Weeping Birch	2 1/2" - 3" CAL. B&B
PAE	5	Prunella	2 1/2" - 3" CAL. B&B

**PLANT SCHEDULE SHEET L104 BUFFER**

SYMBOL	QTY	COMMON NAME	SEE
WF	15	White Pine	6-7" B&B
NS	25	Norway Spruce	6-7" B&B
BB	25	Burgundy Weeping Birch	6-7" B&B
PAE	25	Prunella	6-7" B&B

**SHADE TREES**

SYMBOL	QTY	COMMON NAME	SEE
WF	17	White Pine	2 1/2" - 3" CAL. B&B
NS	17	Norway Spruce	2 1/2" - 3" CAL. B&B
BB	17	Burgundy Weeping Birch	2 1/2" - 3" CAL. B&B
PAE	17	Prunella	2 1/2" - 3" CAL. B&B

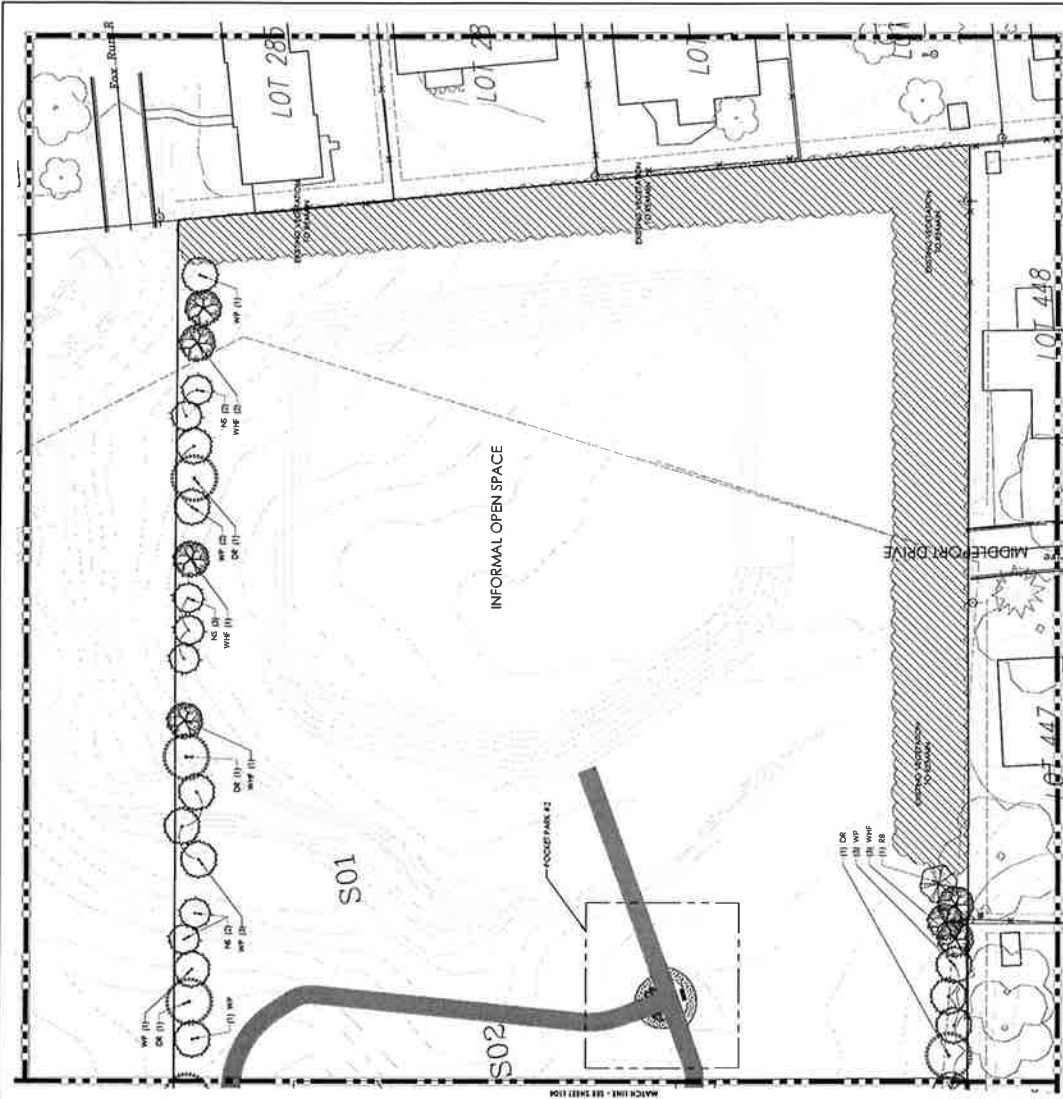
**EVERGREEN TREES**

SYMBOL	QTY	COMMON NAME	SEE
WF	15	White Pine	6-7" B&B
NS	25	Norway Spruce	6-7" B&B
BB	25	Burgundy Weeping Birch	6-7" B&B
PAE	25	Prunella	6-7" B&B

**CHAMBERLIN CROSSING**  
**PRELIMINARY LANDSCAPE PLAN**  
MIAMI TOWNSHIP,  
MONTGOMERY COUNTY, OHIO

Sheet Title:  
**PRELIMINARY  
LANDSCAPE PLAN**

Project Number: 10/24/11  
Drawing Scale: 1" = 10'  
Sheet Number: L105  
File Number: 10/24/11

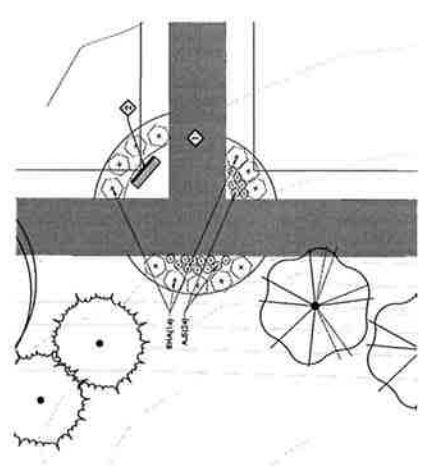


**PLANT SCHEDULE SHEET L105 BUFFER**

PLANT	QTY	COMMON NAME	SIZE
WSP	7	White Pine	2" x 8' S&B
WP	11	White Pine	2" x 8' S&B
SHADE TREES	4	Heritiera speciosa	2 1/2' - 3' CAL. S&B
BB		Blackberry	
OR		Orange	

**DRAWING NOTES**

- ◊ BERKHA
- ◊ BENCH

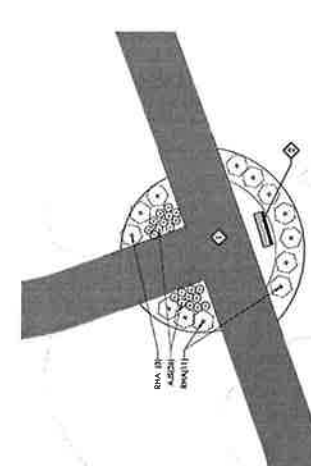


**POCKET PARK #1**

SCALE: 1" = 10'

**PLANT SCHEDULE SHEET L103 POCKET PARK #1**

PLANT	QTY	COMMON NAME	SIZE
BERKHA	14	Berkha	18' CONE
BENCH	2	Bench	18' CONE

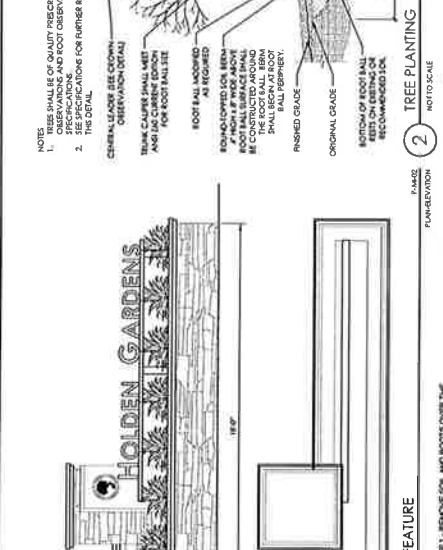
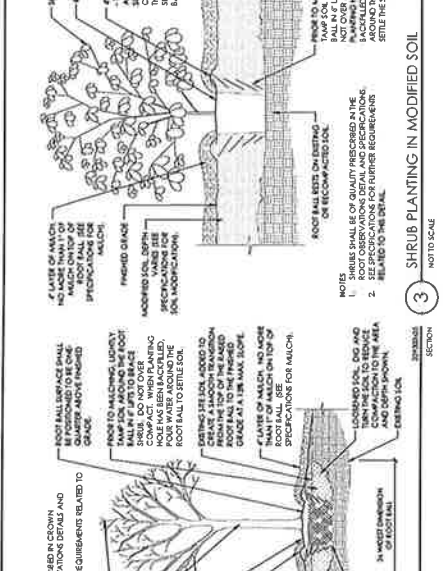
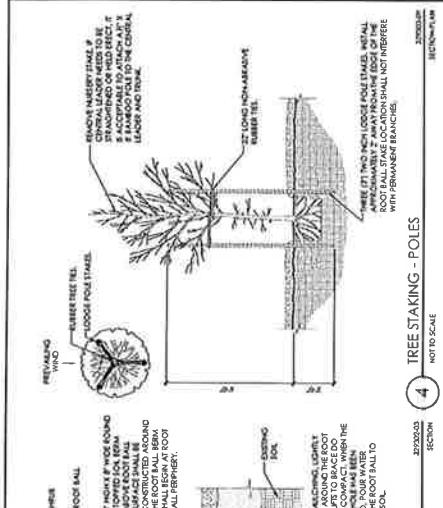


**POCKET PARK #2**

SCALE: 1" = 10'

**PLANT SCHEDULE SHEET L105 POCKET PARK #2**

PLANT	QTY	COMMON NAME	SIZE
BERKHA	14	Berkha	18' CONE
BENCH	2	Bench	18' CONE



**GENERAL NOTES - PLANT MIX**

FOR THE PLANT MIX, THE CONTRACTOR SHALL SUBMIT A LIST OF ALL PLANTS TO BE USED IN THE PROJECT. THE LIST SHALL INCLUDE THE PLANT NAME, COMMON NAME, BOTANICAL NAME, AND ANY SPECIAL CARE REQUIREMENTS. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

1. PLANT MIX SHALL BE AS FOLLOWS:

- 5% TREE SPECIES
- 15% SHRUB SPECIES
- 15% PERENNIAL SPECIES
- 15% ANNUAL SPECIES
- 15% GRASS SPECIES
- 15% MULCH SPECIES

**GENERAL NOTES - PLANTING**

1. LANDSCAPE CONTRACTOR SHALL VERIFY EACH TREE OR SHRUB WITH THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

2. THE CONTRACTOR SHALL VERIFY THE QUALITY OF THE SOIL BEFORE PLANTING. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

3. THE CONTRACTOR SHALL VERIFY THE QUALITY OF THE SOIL BEFORE PLANTING. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

**GENERAL NOTES - PLANTING**

4. THE CONTRACTOR SHALL VERIFY THE QUALITY OF THE SOIL BEFORE PLANTING. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

5. THE CONTRACTOR SHALL VERIFY THE QUALITY OF THE SOIL BEFORE PLANTING. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

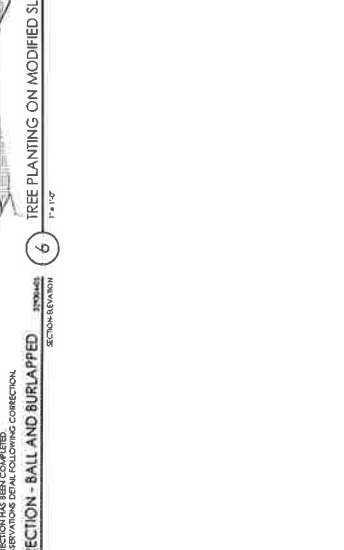
6. THE CONTRACTOR SHALL VERIFY THE QUALITY OF THE SOIL BEFORE PLANTING. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

**GENERAL NOTES - PLANTING**

7. THE CONTRACTOR SHALL VERIFY THE QUALITY OF THE SOIL BEFORE PLANTING. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

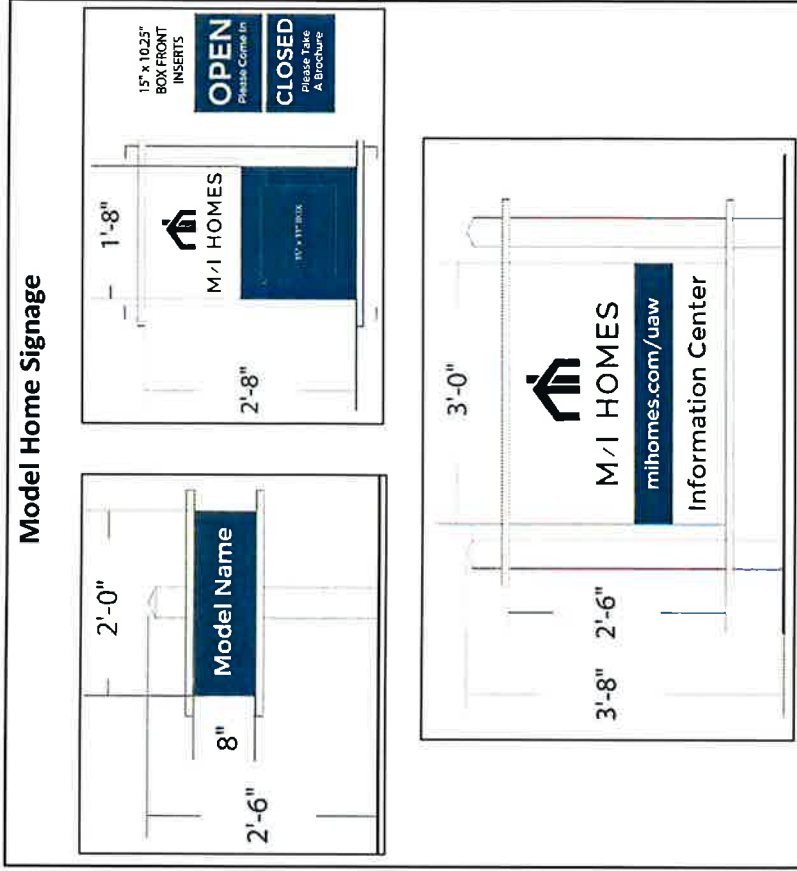
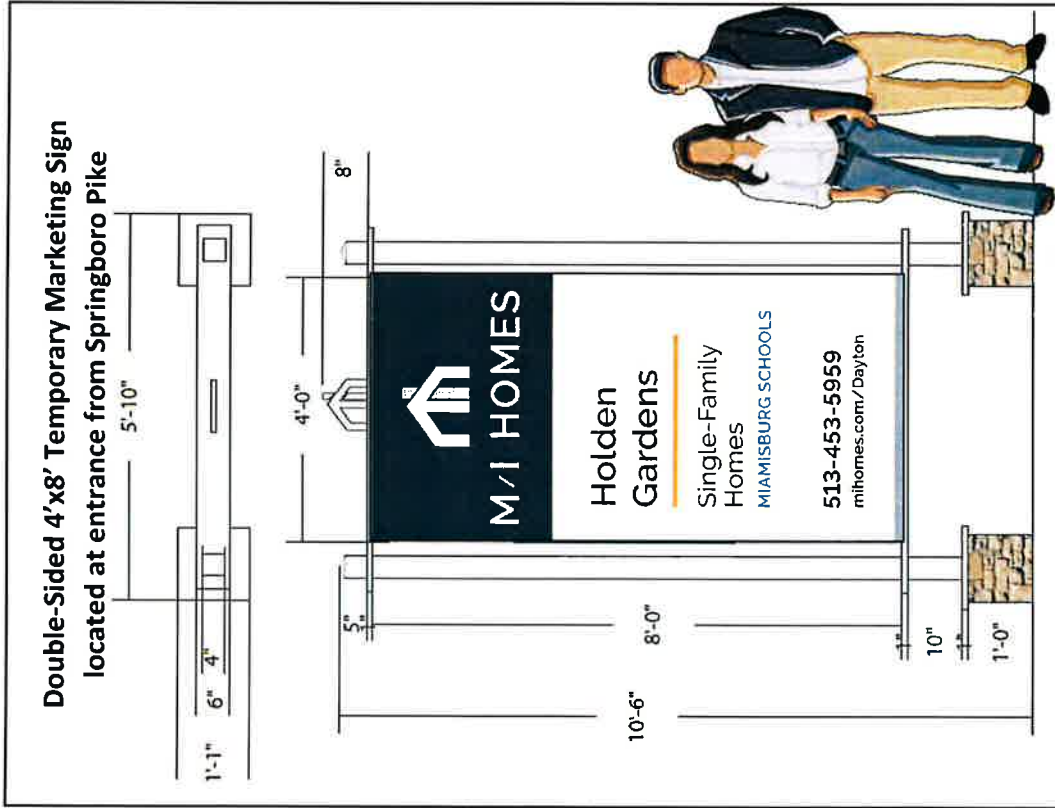
8. THE CONTRACTOR SHALL VERIFY THE QUALITY OF THE SOIL BEFORE PLANTING. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.

9. THE CONTRACTOR SHALL VERIFY THE QUALITY OF THE SOIL BEFORE PLANTING. THE CONTRACTOR SHALL OBTAIN PERMITS FROM THE APPROPRIATE AGENCIES FOR ANY PLANTS THAT ARE PROTECTED OR RESTRICTED.





**Exhibit 6 (Area A) – Temporary Marketing Signage**



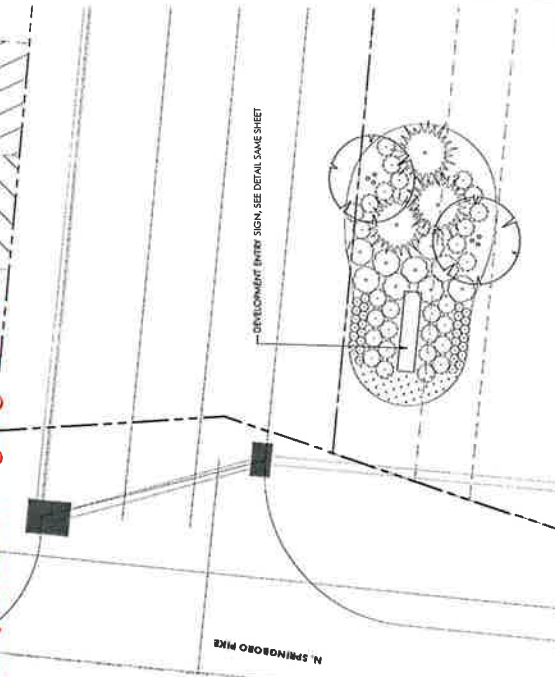
**AVAILABLE**

**M/I HOMES**  
mihomes.com

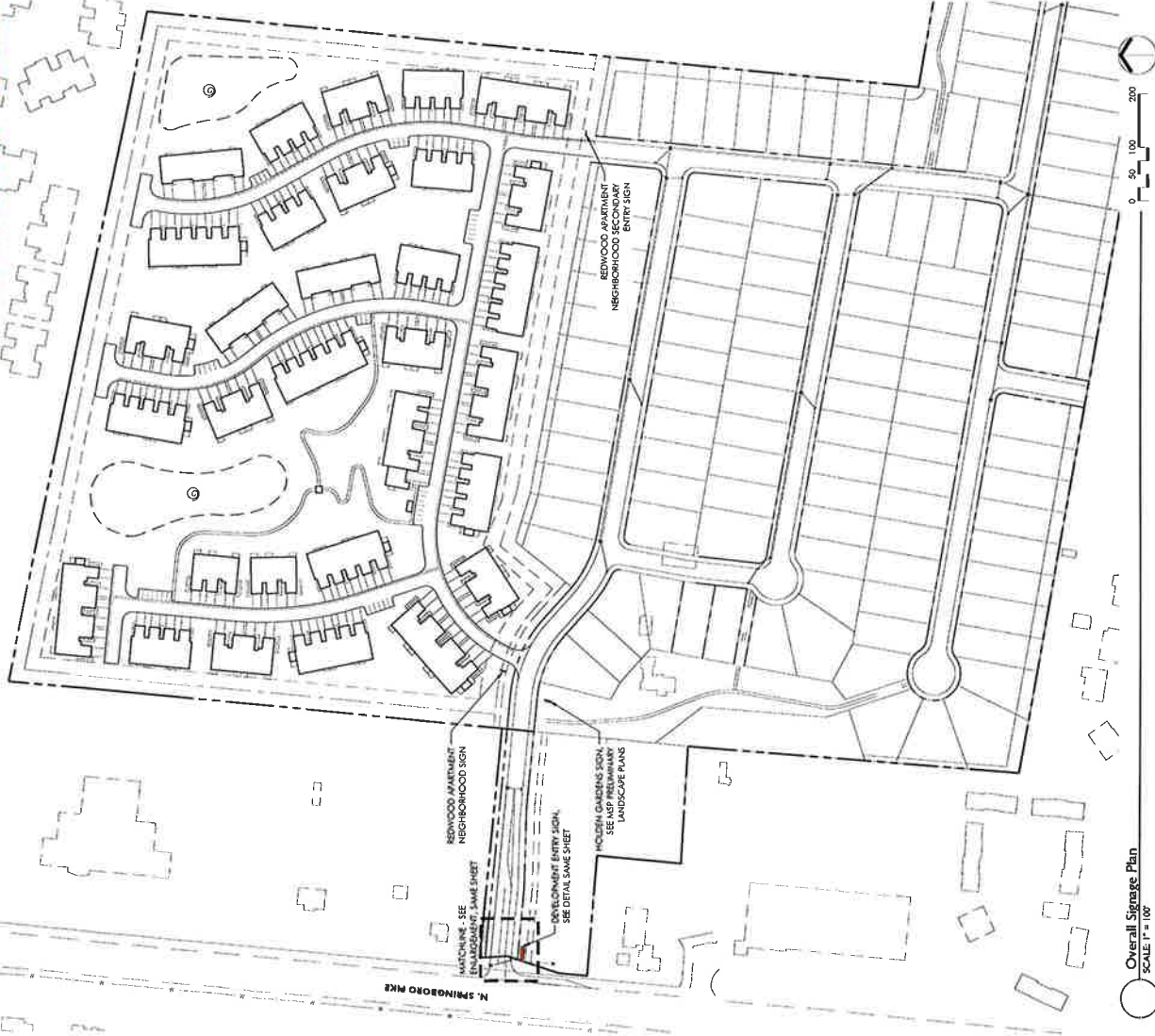
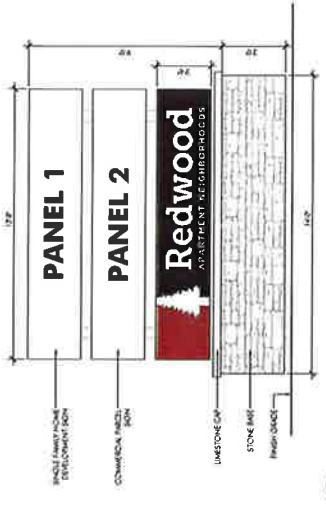
**513-453-5959**

**24"x24" Available Lot Sign to be installed on finished lots.**

# Exhibit 7 (Area A) - Preliminary Master Signage Plan



Development Entry Area Enlargement  
SCALE: 1" = 10'



**POD design**

Columbus  
100 Northwood Blvd., Ste. A  
Columbus, Ohio 43225  
p 614.235.2399

Chickadee  
20 Village Square  
Floor 3  
Columbus, Ohio 43216  
p 614.360.3065  
PODdesign.net

**Redwood**  
**Miamisburg**  
City of Miamisburg  
Montgomery County, Ohio

**Prepared For:**  
Redwood Living  
7510 Pleasant Valley Rd  
Independence, OH 44131



**Project Info:**  
Project # 19060  
Date 02/20/2020  
Scale As Noted

**Sheet Title:**  
**MASTER SIGNAGE PLAN**

**Sheet #:**  
**S-1.0**

## **Design and Development Standards for Area B (Redwood)**

### **PURPOSE**

The purpose of this PUD is to allow the developer to allow Redwood USA, LLC to design a 141 attached multifamily neighborhood just east of Springboro Pike in the City of Miamisburg, Montgomery County. The 26.2-acre development will preserve 8.1 acres of open space (35%), both formal and informal, all of which will be maintained by Redwood. A path has been proposed connecting open space to the proposed on-street sidewalk network. A 50' perimeter setback along the western, northern, eastern and southern boundaries of the neighborhood shall provide separation from the adjacent proposed multifamily and single family as well as existing single family.

### **PERMITTED USES**

- (a) The following principal uses are permitted in the Redwood Apartment Neighborhood Planned Unit Development District:
  - (1) Multifamily dwellings-attached (density in accordance with the approved plan)
- (b) The following accessory uses are permitted in the Redwood Apartment Neighborhood Planned Unit Development District:
  - (1) Garages, storage sheds, gazebos/shelters, mailboxes and other accessory structures compliant with the standards of Chapter 1289 of the Miamisburg Planning and Zoning Code for the exclusive use of residents for the Redwood Apartment Neighborhood Planned Unit Development
  - (2) An attached or detached leasing office & maintenance building

### **AREA REQUIREMENT**

The Redwood Apartment Neighborhood Planned Unit Development consists of +/-26.2 acres of land with the following breakdowns:

- o +/-26.2 Acres of Multifamily dwellings
  - o +/-8.1 Acres of which is Open Space
- o +/-8.1 Acres of Total Open Space
  - o +/-2.0 acres of Formal Open Space
  - o +/-6.1 acres of Informal Open Space
- o +/-4.7 acres of buffering easements and setbacks on private property

### **DENSITY REQUIREMENT**

The +/-26.2 Acre Redwood Apartment Neighborhood Planned Unit Development may contain up to 141 dwelling units, which will result in a density of +/-5.4 dwelling units per acre.

**DEVELOPMENT STANDARDS**

(a) **Site Design:**

Redwood Apartment Neighborhood Planned Residential District will include 141 multifamily dwelling units +/-26.2 acres of land. The development will include single-story attached dwelling units and will incorporate +/- 8.1 acres of common open space. Access will be provided by two access points, one off Orchid Drive and the second off Gardena Drive.

*Refer to Exhibit 1 (Area B) – Preliminary Site Plan – attached to this Planned Residential Development document and incorporated herein.*

(b) **Structural Requirements:**

Structural requirements for the Redwood Apartment Neighborhood Planned Residential District are as follows:

- (1) Maximum building height: 20 feet
- (2) Minimum gross floor area (single-story): 1,200 square feet\*

\*measurements exclude garages.

(c) **Building Material Requirements:**

Housing units within the Redwood Apartment Neighborhood Planned Residential District shall be composed of quality architectural materials including stone, wood, vinyl or composite siding.

*Refer to Exhibit 2 (Area B) - Preliminary Architectural Character Exhibit – attached to this Planned Residential Development Document and incorporated herein, for examples of the proposed building elevations and floorplans.*

(d) **Landscaping Requirements:**

*Refer to Exhibit 3 (Area B) – Preliminary Landscaping Plan – attached to this Planned Residential Development document and incorporated herein.*

(e) **Open Space and Buffer Yards:**

Of the 8.1 acres of common open space areas being created, a total of 2.0 acres will be maintained as formal open space will 6.1 acres will be maintained as informal open space. The remaining open space consists of buffer yards, storm water retention ponds and other landscaped areas that will be maintained Redwood.

Landscape buffer yards are to be built along the western, northern, eastern and southern boundary per the attached landscaping plan, labeled *Exhibit 3 – Preliminary Landscaping and Buffering Plan - attached to this Planned Residential Development Document and incorporated herein.*

(f) Parking Requirements:

Each home will have space for a minimum of four off street parking spaces consisting of a two-car garage and at least two driveway spaces. Street parking will not be permitted on residential streets. Each dwelling is required to provide at least two (2) off-street parking spaces. Guest parking spaces will be provided on site and dispersed evenly throughout the site.

(g) Signs:

Redwood Apartment Neighborhood Planned Residential District will have a single permanent ground mounted monument sign adjacent to the primary entry drive (western entry). The sign will not exceed 6 feet in height, will be constructed on an aluminum base with high density urethane panels attached, will not exceed 32 square feet per side and will be double sided. The permanent entryway sign will be provided with landscaping beneath the sign meeting the standards of Chapter 1293 of the Miamisburg Planning and Zoning Code.

A secondary permanent ground mounted monument side adjacent to the secondary entry drive (eastern entry). The sign will not exceed 4' in height, will be constructed of high-density urethane panels attached to posts and will not exceed 12.5 square feet per side and will be double sided. The secondary entryway sign will be provided with landscaping beneath the sign meeting the standards of Chapter 1293 of the Miamisburg Planning and Zoning Code.

Temporary marketing signage will include a single double-sided 4'x 6' sign at the entry off Springboro Pike, and identification signs at the model home. All temporary signage will be removed upon completion of all dwelling units being built.

(h) Other Requirements and guidelines:

- (1) Fences. Chain-link fences and similar woven-wire fences are prohibited. Refer to Chapter 1289 of the Miamisburg Planning and Zoning Code for other applicable fence requirements.
- (2) Phasing. This development will be constructed in two (2) phase(s) with an estimated construction timeframe of three and half (3.5) year(s).
- (3) Requirements not listed herein. Refer to the Planning and Zoning Code of the City of Miamisburg and any other applicable guiding documents. The absence of a standard from this document does not imply that the site is not also subject to the applicable standards of the Planning and Zoning Code and any other applicable guiding documents.

(i) Site Lighting:

- (1) Each dwelling unit will have mounted light fixtures by each entry door and the garage door. Public streetlights will not be provided within the development.

(j) Utilities:

- (1) Undergrounding. All Utilities to serve the multifamily dwelling units will be located underground.
- (2) Domestic Water: Water service will be provided by Montgomery County.
- (3) Sanitary Sewer: Sanitary sewer service will be provided by Montgomery County.
- (4) Storm Water: Storm water management has been designed in accordance with the City's and Montgomery County's standards. All wet basins will include fountains.

(k) Mail Delivery:

The location of all cluster box units (CBUs) for combined postal delivery shall be as approved by the United States Postal Service and found acceptable by the City of Miamisburg. It is anticipated that the homes will be served by a central location of compartment cluster boxes in a location identified on Exhibit 3. All cluster boxes will be located behind the sidewalk.

(l) Phasing:

The intent is to construct this portion of the development in two phases over a 3-4 year period.

**Exhibit Summary:**

Exhibit 1 (Area B) – Preliminary Site Plan

Exhibit 2 (Area B) – Preliminary Architectural Character Exhibit

Exhibit 3 (Area B) – Preliminary Landscaping Plan



REVISION DESIGN (PT/M)

DATE

# REDWOOD MIAMISBURG

REDWOOD

## PRELIMINARY SITE & UTILITY PLAN

ISSUE	NO.	DATE
CONCEPT	1	07/20/21
DESIGN	2	07/20/21
DRAWN	JMH	
CHECKED	JMH	
DESIGNED	JMH	
PROJECT NO.	1803-10-204	
SHEET NO.	2	
TOTAL SHEETS	2	



**LEGEND**

	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED WATER MAIN
	PROPOSED HYDRANT
	PROPOSED SANITARY MANHOLE
	PROPOSED STORM MANHOLE
	PROPOSED STORM OUTLET

**GENERAL NOTES:**  
 FUTURE SANITARY SEWER CONNECTIONS TO THE NORTH TO BE DETERMINED THROUGH DESIGN DISCUSSIONS WITH MDCS.  
 1. WATER MAINS THAT ARE DEAD END SHALL HAVE A FIRE HYDRANT PLACED AT THE END OF THE MAIN. THE END OF THESE DEAD END MAINS TO HELP PROMOTE FLOW THROUGHOUT THE ENTIRETY OF THE PIPE NETWORK.



Exhibit 1 (Area B) - Preliminary Site Plan

EXISTING WETLAND

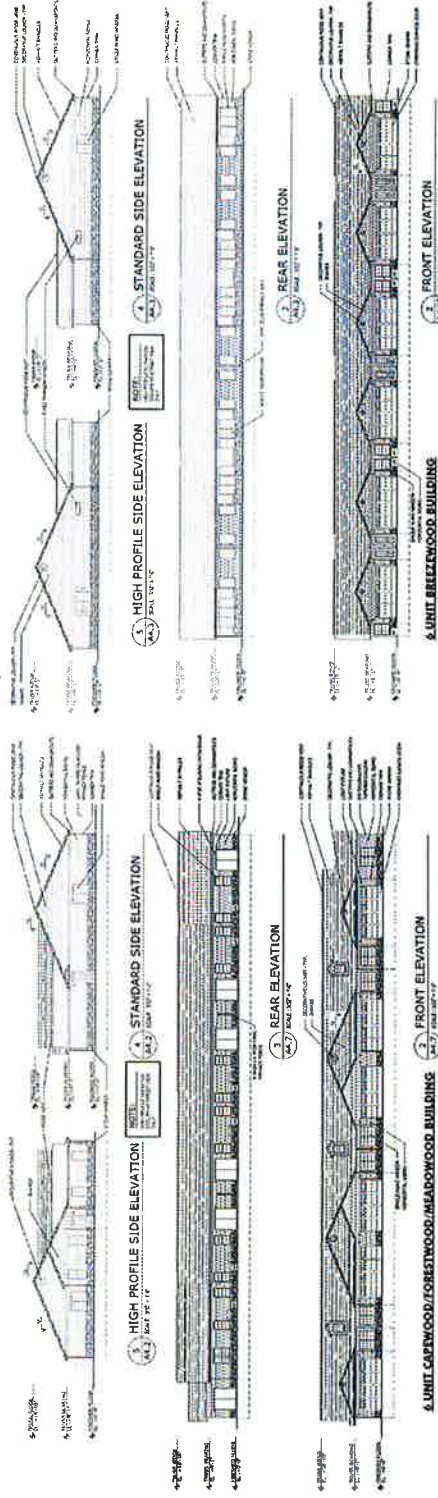
FUTURE SANITARY SEWER OUTLET LOCATION TO BE DETERMINED

PROPOSED BASIN

PROPOSED BASIN

Exhibit 2 (Area B) - Preliminary Architectural Character Exhibit

PROPOSED ELEVATIONS

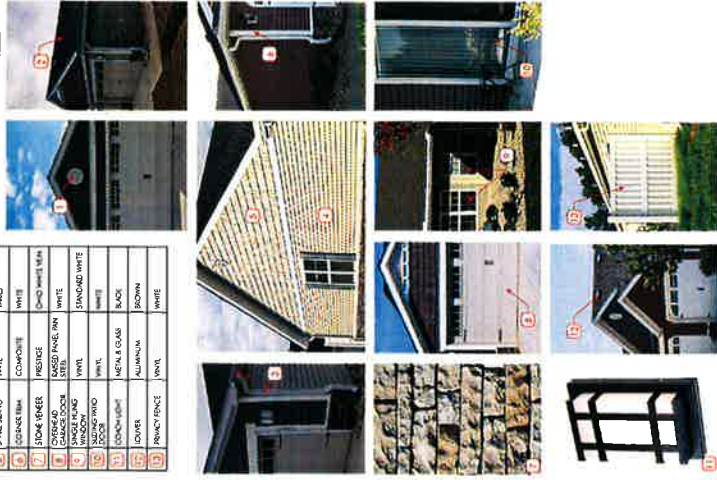


AS BUILT ARCHITECTURAL EXAMPLES



EXTERIOR FINISH MATERIAL SELECTIONS	
ITEM	FINISH
1	ROCKWELL
2	SPRINKLE
3	SPRINKLE
4	SPRINKLE
5	SPRINKLE
6	SPRINKLE
7	SPRINKLE
8	SPRINKLE
9	SPRINKLE
10	SPRINKLE
11	SPRINKLE
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96	SPRINKLE
97	SPRINKLE
98	SPRINKLE
99	SPRINKLE
100	SPRINKLE

ARCHITECTURAL MATERIALS



SIDING COLORS - BY EYELAST



NOTES:  
 1. SIDING COLORS WILL VARY BETWEEN THE ABOVE 3 FRONT OPTIONS  
 2. VINYL SIDING TO MATCH SIDING COLORS



**Redwood**  
 APARTMENT RESIDENCES

MIAMI SBURG Architectural Character | 02.10.2021

landscape architecture | planning | urban design





# Redwood Miamisburg

## Miamisburg, Ohio

DATE: February 10, 2021

PROJECT NO. 19060

### Landscape Plans

#### SHEET INDEX

- L1.0 OVERALL LANDSCAPE CONCEPT PLAN
- L1.1 ENTRY AREA LANDSCAPE PLAN
- L1.2 LEASING OFFICE AREA LANDSCAPE PLAN
- L1.3 TYPICAL FOUNDATION PLANTING
- L2.0 OPEN SPACE PLAN
- L3.0 NO MOW LANDSCAPE PLAN

#### PREPARED FOR



**Redwood**  
A PART OF THE REDWOOD GROUP  
Redwood Living  
7007 East Pleasant Valley Rd  
Independence, Ohio 44131

#### PREPARED BY



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100 Northwoods Blvd  
Suite A  
Columbus, Ohio 43235  
p 614.255.3379

**Cincinnati**  
20 Village Square  
Floor 3  
Cincinnati, Ohio 45246  
p 614.360.3055

PODdesign.net

#### CONSULTANTS



5601 Rigel Road  
Suite 200  
Miamisburg, OH 45342

#### VICINITY MAP



NOT TO SCALE



**ZONING REQUIREMENTS**

SETBACK AND SCREENING (1278.07)  
 PER 71719 CHAMBERLAIN ADOPTED ZONING REVIEW. Along the  
 boundary of the site, a screen of trees shall be installed to  
 family development. The minimum screening requirement for any  
 where the perimeter setback is 50' will be 1 Group A or C tree for  
 every 50' linear setback area unless the mature tree spreads are  
 less than 20'. With a minimum of 70% of trees being Group C trees.

SOUTH PROPERTY LINE: 1055 LF  
 REQUIREMENTS: 15' MIN. 7' CAL. AT INSTALL  
 GROUP A: 12 EVERGREEN TREES  
 GROUP B: 12 ORNAMENTAL TREES  
 GROUP C: 50 EVERGREEN TREES

PROVIDED:  
 GROUP A: 71 TREES TOTAL  
 GROUP B: 48 EVERGREEN TREES  
 GROUP C: 12 ORNAMENTAL TREES

PROPOSED:  
 GROUP A: 12 ORNAMENTAL TREES  
 GROUP B: 50 EVERGREEN TREES

**LANDSCAPE LEGEND**

PROPOSED DECIDUOUS TREE  
 GROUP A CLASS - MIN. 7' CAL. AT INSTALL  
 GROUP B CLASS - MIN. 7' CAL. AT INSTALL  
 GROUP C CLASS - MIN. 7' CAL. AT INSTALL  
 INSTALL MAY BE SELECTED FROM THE  
 FOLLOWING SPECIES:

- Acer \* Freemontii
- Quercus macrocarpa var. hemata
- Quercus macrocarpa
- Taxodium distichum
- Ulmus parvifolius

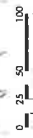
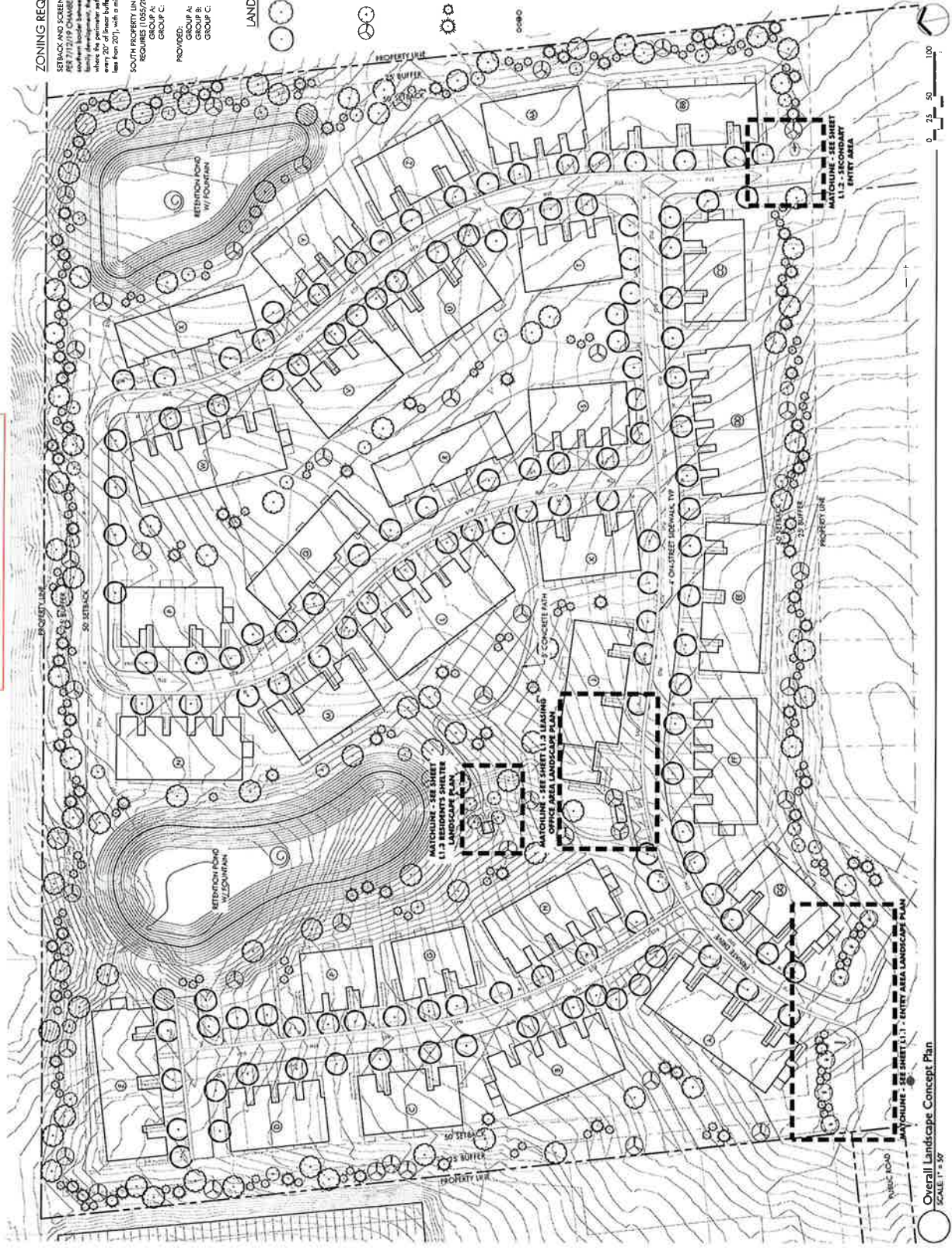
PROPOSED ORNAMENTAL TREE  
 GROUP B CLASS - MIN. 7' CAL. OR 8' HT. AT  
 INSTALL MAY BE SELECTED FROM THE  
 FOLLOWING SPECIES:

- Malus sp. (various)
- Prunella sp. (various)
- Syringa sp. (various)
- Amelanchier \* grandiflora Autumn Brilliance®

PROPOSED EVERGREEN TREE  
 GROUP A CLASS - MIN. 7' CAL. OR 8' HT. AT  
 INSTALL MAY BE SELECTED FROM THE  
 FOLLOWING SPECIES:

- Pinus strobus
- Pinus glabra
- Pinus resinosa

PROPOSED SHRUB AND PERENNIALS



Overall Landscape Concept Plan  
 SCALE: 1" = 50'

**POD design**  
 Columbus  
 100 Northwood Blvd., Ste A  
 Columbus, Ohio 43235  
 p 614.252.3396

**Redwood**  
 Project Name  
**Redwood**  
**Miamisburg**  
 City of Miamisburg  
 Montgomery County, Ohio

**Redwood**  
 Prepared For  
 Redwood Living  
 7007 East Hickman Valley Rd.  
 Independence, OH 44131

**POD design**  
 Project #  
 19060  
 Project #  
 170271  
 Date  
 5/21/17  
 Scale  
 As Noted

**Redwood**  
 Redwood Living  
 Independence, OH 44131

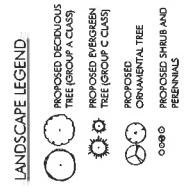
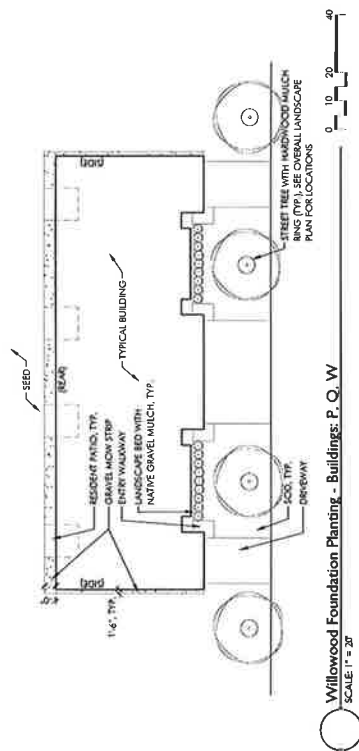
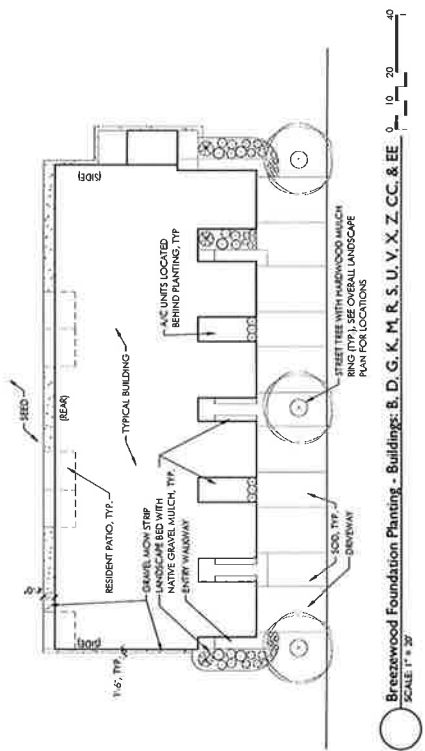
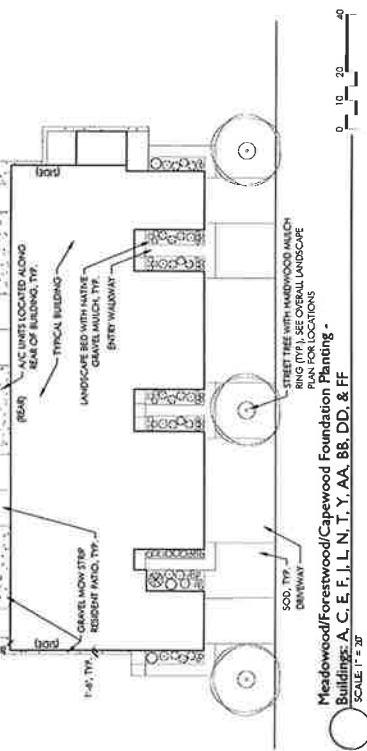
**Overall Landscape Concept Plan**

Sheet #  
**L1.0**





Exhibit 3 (area B) - Preliminary Landscaping and Sitegrading Plan



**POD design**  
 Columbus  
 100 Northwood Blvd, Ste A  
 Columbus, Ohio 43235  
 p 614.253.3399

**Cleveland**  
 20 Village Square  
 Room 3  
 Cleveland, Ohio 43146  
 p 419.638.8268  
 POD@design.net

**Project Name**  
**Redwood**  
**Miamisburg**  
 City of Miamisburg  
 Montgomery County, Ohio

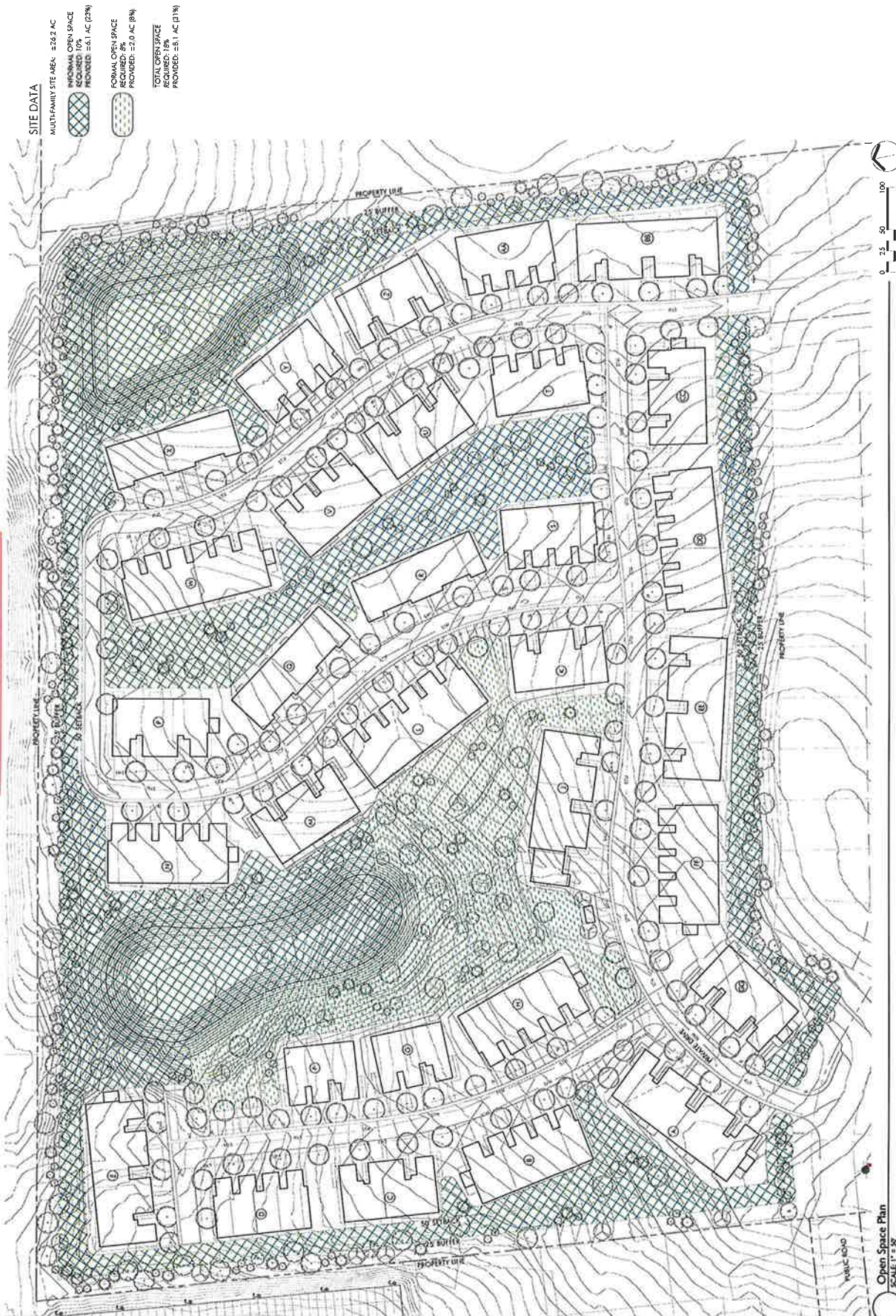
**Redwood**  
 Professional Firm  
 7007 East Proseum Valley Rd  
 Independence, OH 44131

**Project Info**  
 Project # 19060  
 Date 02/10/2021  
 Scale A: Noted  
 Revisions

**Sheet Title**  
**TYPICAL FOUNDATION PLANTING**

**Sheet #**  
**L1.3**

Sheet 3 (Area 8) - Preliminary Landscaping and Buffering Plan



**SITE DATA**

MULTIFAMILY SITE AREA: 226.2 AC  
 INFORMAL OPEN SPACE  
 REQUIRED: 0%  
 PROVIDED: 26.1 AC (23%)

FORMAL OPEN SPACE  
 REQUIRED: 8%  
 PROVIDED: 52.9 AC (23%)

TOTAL OPEN SPACE  
 REQUIRED: 8%  
 PROVIDED: 81.1 AC (37%)

**POD design**

Columbus  
 100 Northwick Blvd, Ste A  
 Columbus, Ohio 43235  
 p 614.255.3399

Cincinnati  
 20 Village Square  
 Floor 3  
 Cincinnati, Ohio 45246  
 p 614.360.3864  
 POD@design.net

**Redwood**  
**Miamisburg**  
 City of Miamisburg  
 Montgomery County, Ohio

**Redwood**  
 Professional Firm

Redwood Lotus  
 7007 East Pleasant Valley Rd.  
 Independence, OH 44131

**Project Info**

Project # 19060  
 Date 02/10/2021  
 Author  
 Scale As Noted  
 Revision

**Sheet Title**  
**OPEN SPACE**  
**PLAN**

Sheet # **L2.0**

Open Space Plan  
 SCALE: 1" = 50'



No Mow Landscape Plan  
SCALE: 1" = 80'

**SPECIFICATIONS**

- SOD
  - \* SOD SPECIFICATIONS TO BE PROVIDED FOR OWNER APPROVAL PRIOR TO INSTALLATION
- SEED (TURF)
  - \* SEED SPECIFICATIONS TO BE PROVIDED FOR OWNER APPROVAL PRIOR TO INSTALLATION
- LOW MOW / NO MOW SEED (SEE TABLE BELOW)

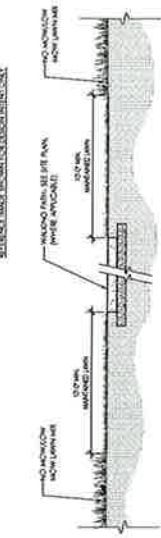
% PURE	SEED VARIETY	ORIGIN	GERM
24.91%	QUANTO SHEEPS FESCUE	OK	100%
24.63%	LONDFELLOW F. CHEVINGS FEL.	OK	100%
24.46%	CHORDY LOW CREEPING RED FES.	OK	85%
24.11%	ELIMBA 1/4 HARD FESCUE	OK	85%
00.00%	OTHER CROP SEED	OK	
01.80%	INERT MATTER		
00.03%	WEED SEED		

**LEGEND**

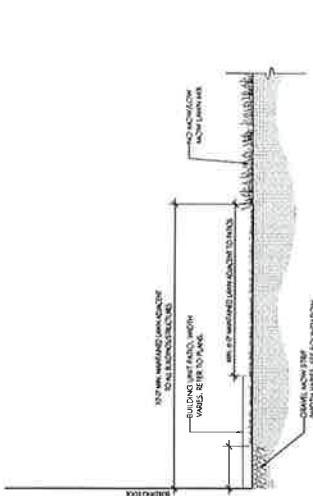
- SEED (LOW MOW/NO MOW) AREA - SEE DETAILS THIS SHEET @ 1/8"=3.00' #1=3.9 sq'

**NOTES**

LOW MOW/NO MOW AREAS TO BE MOWED TWICE A YEAR. IF THE GRASS BECOMES UNMANAGEABLE AND/OR TOO OVERGROWN IF NO MOW GRASS BECOME UNMANAGEABLE OR TOO OVERGROWN, OWNER SHALL CUT THE GRASS AS NEEDED. SEE THIS SHEET FOR NO MOW DETAILS.



Typical Low Mow/No Mow Lawn Adjacent to Walking Paths/Sidewalks  
1/8"=1'-0"



Typical Low Mow/No Mow Lawn Treatment Adjacent to Buildings/Structures  
1/8"=1'-0"



Typical Low Mow/No Mow Lawn Treatment Adjacent to Property Line or ROW  
1/8"=1'-0"

**POD design**  
Columbus  
100 Hillside Blvd., 4th Fl.  
Columbus, Ohio 43235  
P 614.253.3397  
**Cincinnati**  
20 Village Square  
Cincinnati, Ohio 45245  
P 614.360.3368  
PODdesign@aol.com

**Project Name**  
**Redwood**  
**Miamisburg**  
City of Miamisburg  
Montgomery County, Ohio

**Redwood**  
Transformed Site  
Redwood Living  
7007 East Pleasant Valley Rd.  
Independence, OH 44131

**Project Info**  
Project # 19050  
Date 12/1/2021  
Scale AS NOTED  
**Revisions**

**Sheet Title**  
**NO MOW**  
**LANDSCAPE**  
**PLAN**

**Sheet #**  
**L3.0**



# PLANNING COMMISSION STAFF REPORT

FOR THE MEETING OF APRIL 26, 2021

**CASE NUMBER:** RZ-01-21

**PREPARED BY:** Ryan Homs, City Planner

**APPLICANT:** MI Homes  
9349 Waterstone Blvd.  
Cincinnati, OH 45249

**OWNER:** Chamberlin Family LLC  
15550 Suffolk Lane  
Chargin Falls, OH 44022

**LOCATION:** 7240 N. Springboro Pike  
Dayton, OH 45449

**ZONING:** R-2 and GB-1

**REQUEST:** Rezone the property at 7240 North Springboro from the current zoning designations of R-2 (Residential) and GB-1 (General Business) to PR (Planned Residential) and approval of the preliminary development plan for the property as a residential development comprised of up to 117 single-family lots and 141 attached multi-family dwellings.

**STAFF RECOMMENDATION:** That the Planning Commission should recommend that City Council adopt Ordinance 6899 with the changes recommended by the Planning Commission and with conditions to be met by the Final Development Plan to allow the Chamberlin Farm planned residential development to move forward.

---

## Introduction/Background

The Development Department received a request for the approval of a preliminary development plan for the property at 7240 N. Springboro Pike. The request includes the rezoning of the property from R-2 (Residential) and GB-1 (General Business) to PR (Planned Residential) for permitting the development of a 117-lot subdivision and a 141-unit single-story, multi-family development. The whole development is spread over ~64-acres.

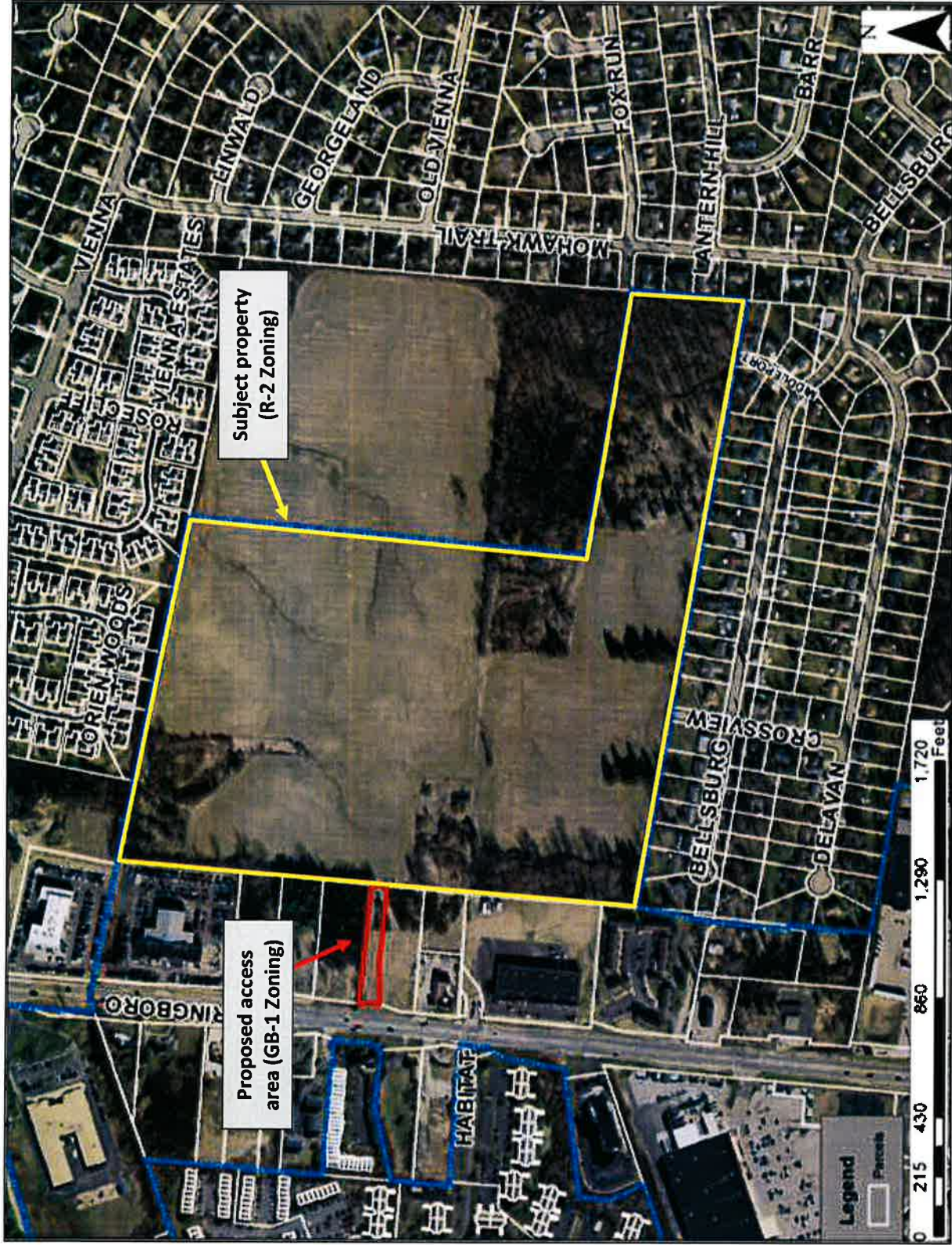
The subject property is comprised to one whole parcel (K46 01316 0001) and a portion of another parcel (K46 01316 0024), both of which are largely vacant, though the larger parcel has been farmed in recent years. Together, the proposed development area measures ~64.258 acres in size. The current plan calls for developing 37.712-acres as 117 neighborhood lots, including ~3-acres of open space (commonly-owned by the HOA) and for developing 25.891-acres as a 141-unit single-story, multi-family development.

City Council held the first reading of Ordinance #6899 on February 16, 2021, which, if approved, will rezone the subject properties from GB-1 and R-2 to PR and approve the preliminary development plan for the subject property. Copies of the subject ordinance are attached for reference – proposed changes to the Ordinance, which correct the mistaken ordinance title included on the Council agenda for 2/16/2021, adding the Preliminary Development Guidelines report as an exhibit to the Ordinance, are marked [in this format](#). Following your proceedings on this matter, City Council will have the second reading of the subject ordinance.



**Surrounding Land Uses & Built Environment**

The immediate vicinity of the subject property is largely residential (north, east, south) and commercial (west).



***Existing Conditions***

The subject property is largely vacant, with portions of the lot being farmed and some portions being vegetated with larger trees and shrubs. The importance on preserving as many of the existing trees on the site as possible has been discussed with the applicant.

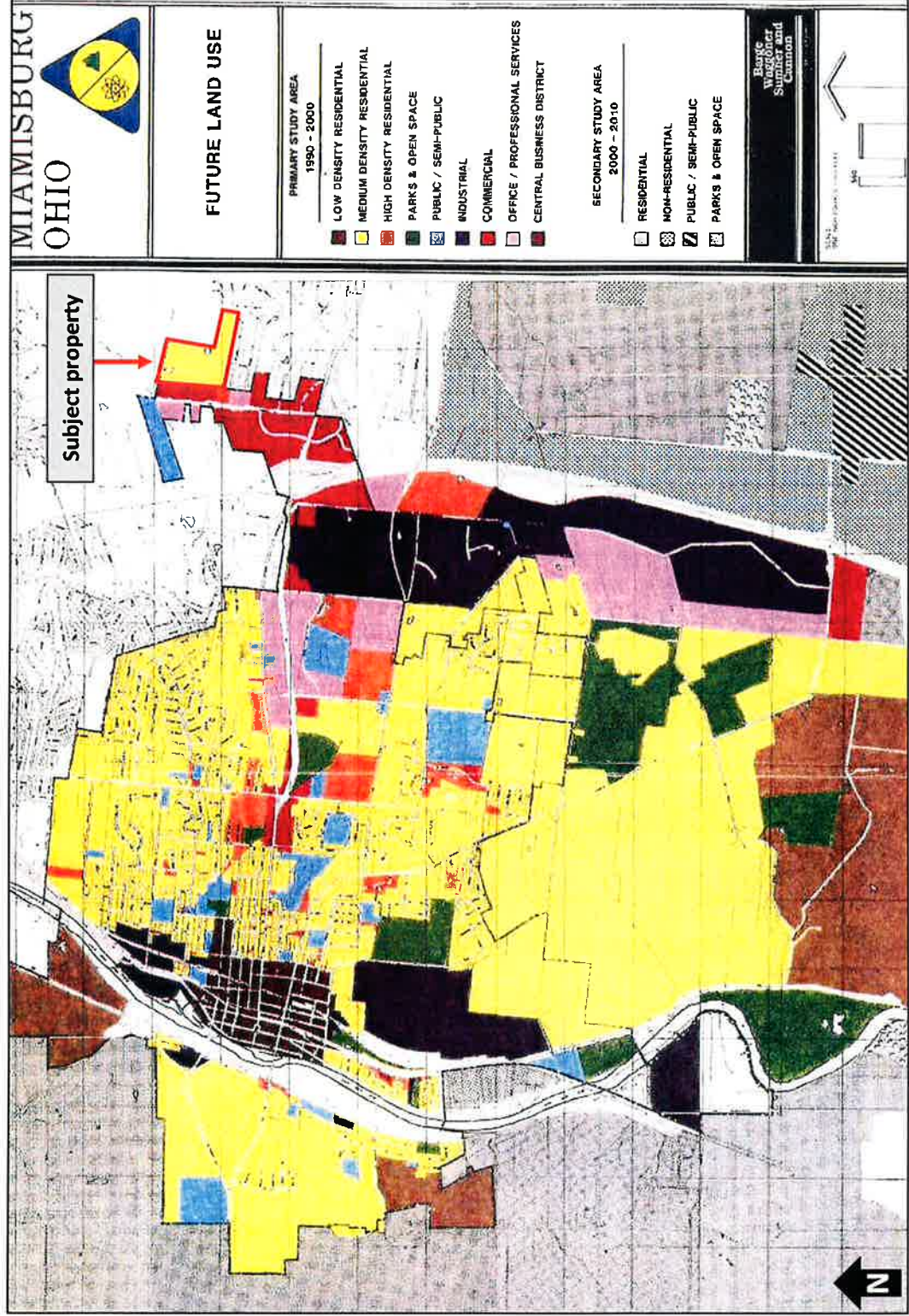




## Land Use Analysis

### 1990 Land Use Plan

The 1990 Miamiisburg Land Use Plan identifies the subject property as being medium-density residential, which calls for residential developments typically ranging in density between 4 to 6 units per acre. Considering the surrounding context, such as *Lorein Woods*, *Vienna Estates*, and the existing single-family detached developments to the south, the proposed density is appropriate per the land use plan and when looking at the surrounding context.



The land use plan also states the following for medium density residential:

*These areas represent the largest area of developable land within the City. In general, opportunities for new development are extensions outward and infill of existing residential neighborhoods. Typical densities range from four (4) to six (6) units per acre and land uses include single-family residential, two family residential, and planned residential. Medium density land uses are located in areas having gentle to moderate topography, served by utilities and appropriate transportation improvements.*

The focus on needed transportation improvements in the land use plan to adequately serve these areas is a critical component of the plan development of this site, hence the focus on access design from SR-741 in this report.

### **Access Management Plan**

Further, the City of Miamisburg adopted an access management plan for SR-741 in the 1980s which was designed in a way to limit the number of access points onto the roadway while focusing the access points into signalized intersections. This access management plan is considered a part of Miamisburg's overall thoroughfare plan per the following statement included in Miamisburg's thoroughfare plan:

*The State Route 741 Access Management Plan is also considered to be part of this document. This plan was devised to limit the number of disruptions (i.e., curb cuts, signals, etc.) along State Route 741. This plan also includes the development of an access road which would parallel State Route 741. Implementation of this access road has been through the platting and zoning process.*

Numerous development projects (Home Depot, Builders Square/U-Haul, Lowes, Brew & Brews, etc...) have taken the SR-741 access management plan into consideration in order to ensure that the number of curb cuts and non-signalized access points remain minimal as development and redevelopment projects occur along SR-741.

### **2007 Land Use Analysis**

A second land use analysis of the subject area was conducted in 2007. Due to the known access constraints on the site, this report listed the following possible strategies for improving access to the site:

- 1.) Connections to Crossview and/or Middleport Drive: *These are stub-end streets on the south side of the Chamberlin property and are located in Miami Township. This option, if used as the sole means of access, would be problematic even at low development intensities. Traffic would increase in adjacent single-family neighborhoods. Because of the reliance on Township streets, this option would also complicate emergency access to the Chamberlin Farm property.*
- 2.) Connections to future stub streets: *Development of vacant properties to the north and east might provide opportunities to stub-street connections. These streets would be located in Miami Township as well. The viability of this option is similar to Option 1.*
- 3.) Creation of access easements and/or utilization of the existing easement from SR-741: *This option would provide access to a City street without affecting adjacent neighborhoods, although ownership and maintenance of the access easement would need to be documented in an agreement among property owners. The access easement must be designed to meet driveway and access management regulations for the type of development proposed. The width of the easement must be sufficient to accommodate the necessary number of turning and travel lanes as recommended in a traffic impact study.*

- 4.) Acquisition of additional properties with frontage along SR-741: Acquisition of the remaining frontage parcels under common ownership would be a highly effective means of improving access to the property. Consolidated ownership would facilitate a coordinated development pattern and may allow for multiple access points.

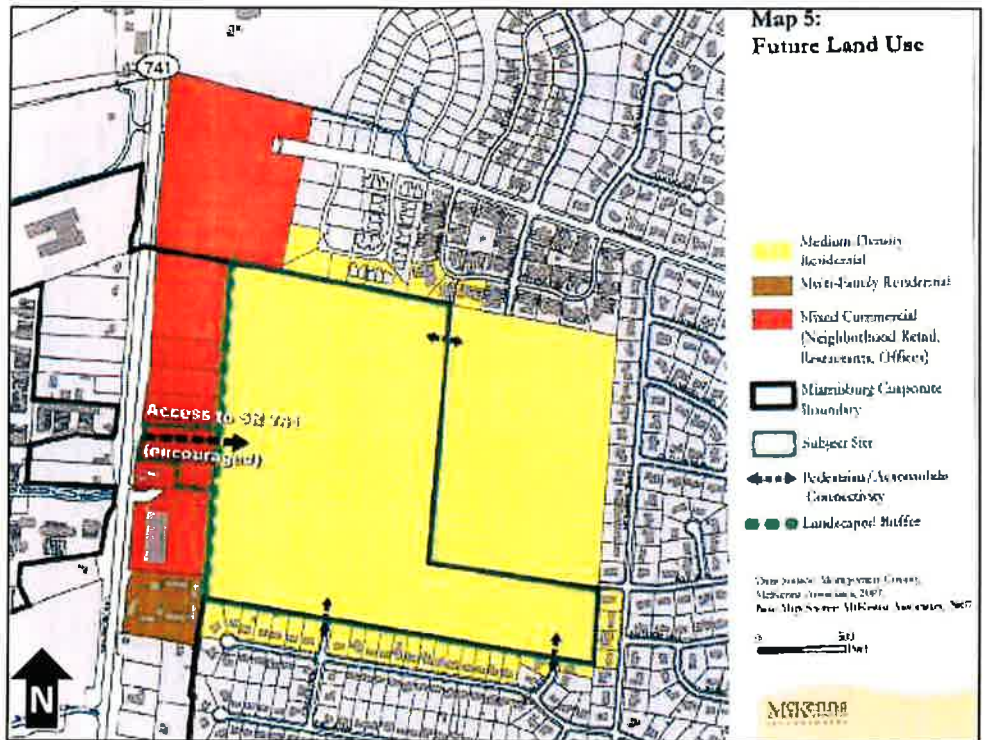
Overall, the 2007 land use analysis upheld the findings of the 1990 land use plan; stating:

*The recommendations of the 1990 Land Use Plan, as well as current zoning designations, promote residential uses for most of the Chamberlin Farm property. The plan and zoning regulations support a limited area of non-residential uses along State Route 741 frontage parcels. The analysis in this report supports and upholds the Land Use Plan and current zoning for the following reasons:*

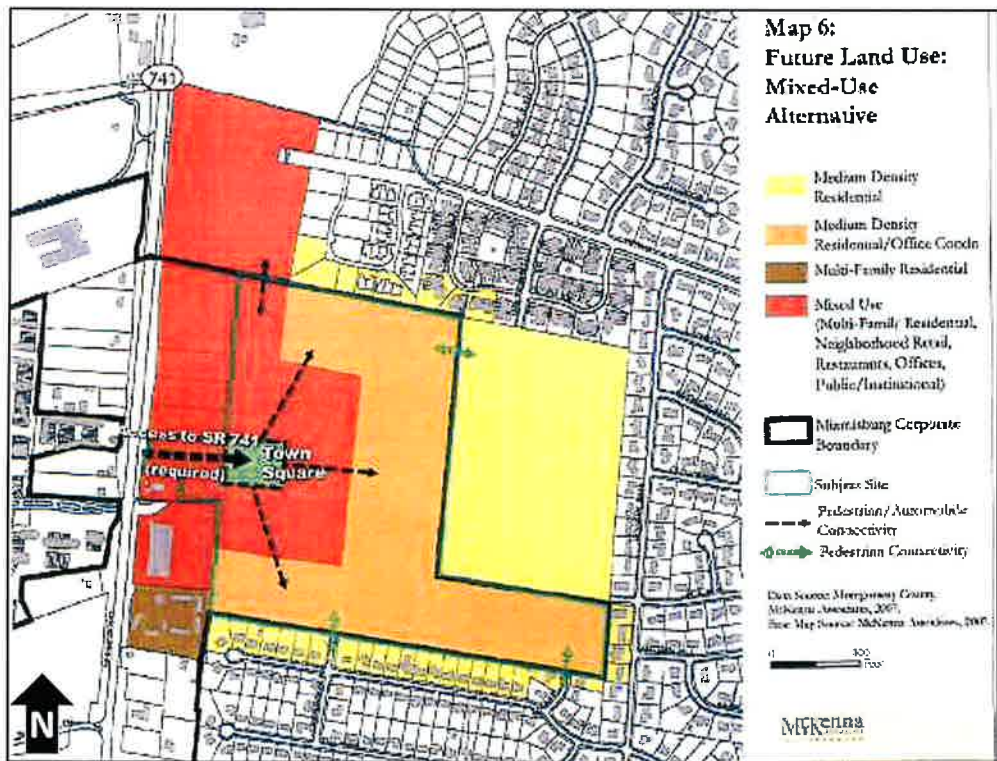
1. Access. *The property's relatively narrow frontage on State Route 741 limits access opportunities and may be a constraint for developing the entire property as large-scale non-residential uses. The current frontage situation will support limited non-residential development on the portions of the property that are closest to State Route 741.*
2. Visibility. *Some nonresidential uses, particularly retail and restaurants, need visibility from a heavily traveled public roadway. The topography and depth of the property, as well as its location behind existing retail development, hamper visibility of most of the property from State Route 747 [sic].*
3. Surrounding Land Uses. *The property is surrounded by mostly single-family residential uses.*

The report continues by stating that "Residential uses are appropriate based on the existing conditions. Limited retail or office development may be feasible if adequate access is provided, the uses are oriented toward State Route 741 and the property can be properly buffered and screened from adjacent neighborhoods." Further, "this report's primary recommendation is for medium-density, single-family residential uses throughout most of the property (see map 5\*). Residential gross densities must not exceed six units per acre. Gross density refers to the number of units divided by the acreage of the entire site, and should not be interpreted in terms of minimum lot sizes. A variety of single-family housing types and lot sizes may be permitted, provided that the overall density does not exceed six units per acre. Developers are encouraged to use this flexibility to preserve distinct natural features and set aside areas for passive and active open space, while reducing individual lot sizes. Landscaped buffers and building design should be used to smooth the transition between different housing types."

**\*\*Map 5" is on the following page**



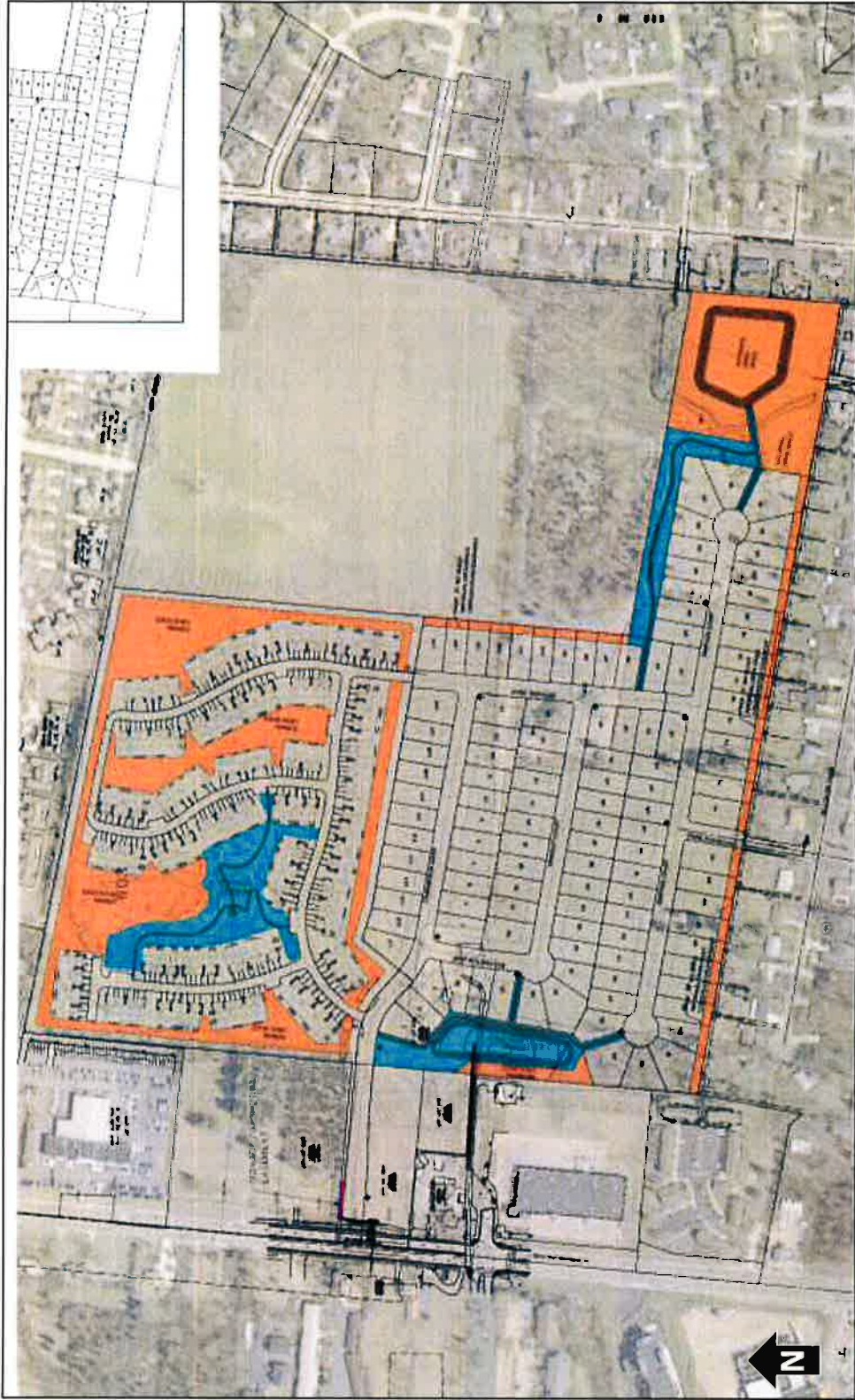
The report also includes a mixed-use alternative, provided that adequate access from State Route 741 is provided and context-sensitive design controls are utilized. The conceptual map for the mixed-use alternative is shown below:



### ***Proposed Site Design***

The proposed site plan includes two areas: Area A – MI Homes (south), and Area B – Redwood (north). The plan shows 117 lots within the MI Homes portion of the development and 141 units in the Redwood portion of the development. The plan we have shows the access being from a new roadway from SR-741, but staff is in the process of working on a plan to connect the proposed development to the signalized Habitat Blvd/SR-741 intersection and a condition is recommended relating to the final access plans for the site, which must be reviewed and approved by the City of Miamisburg prior to the approval of the final development plan for the property.

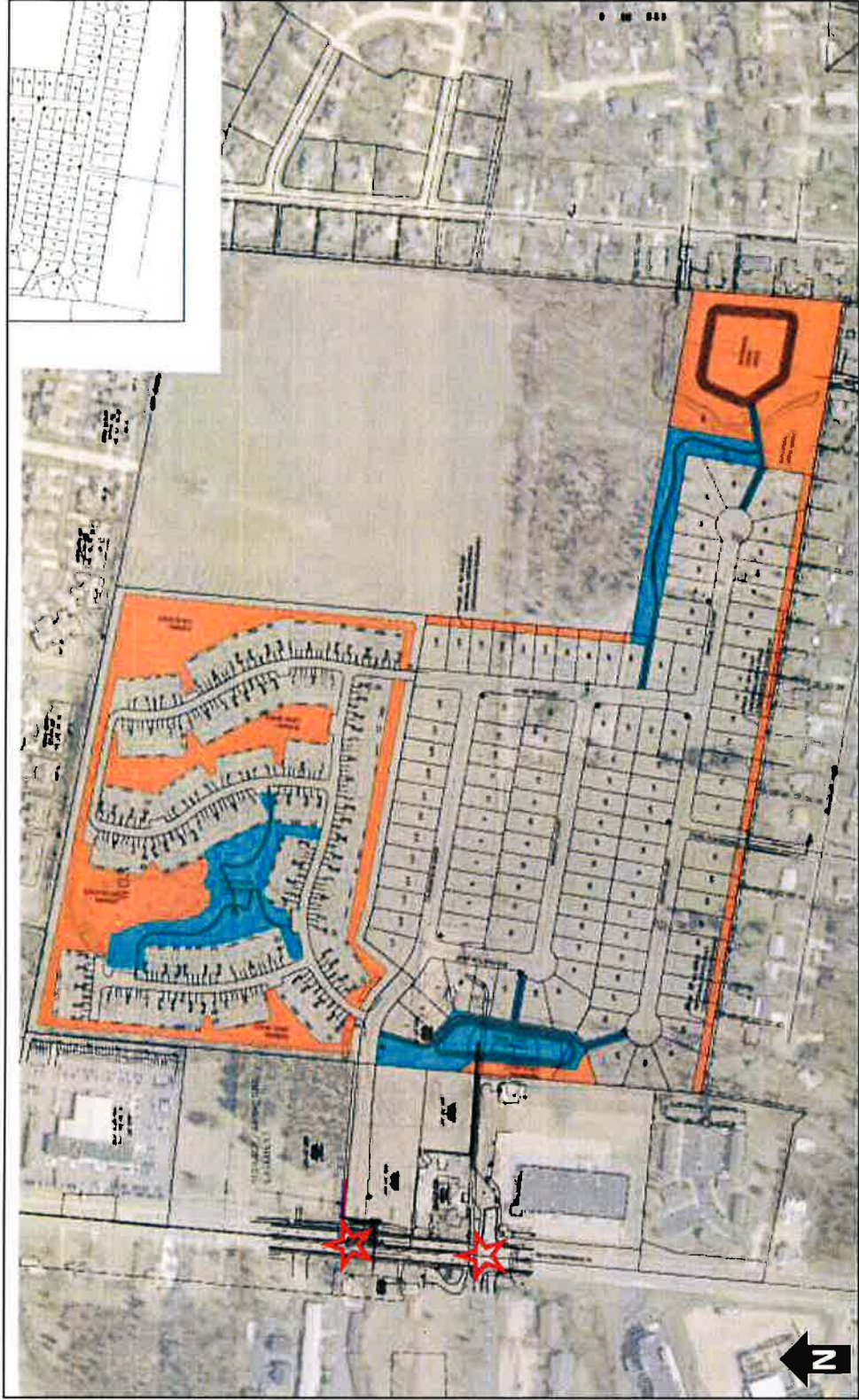
Final storm water plans have not been made for the site, but both areas of the development show proposed storm water management ponds that will be utilized to capture additional storm water runoff.





**Access**

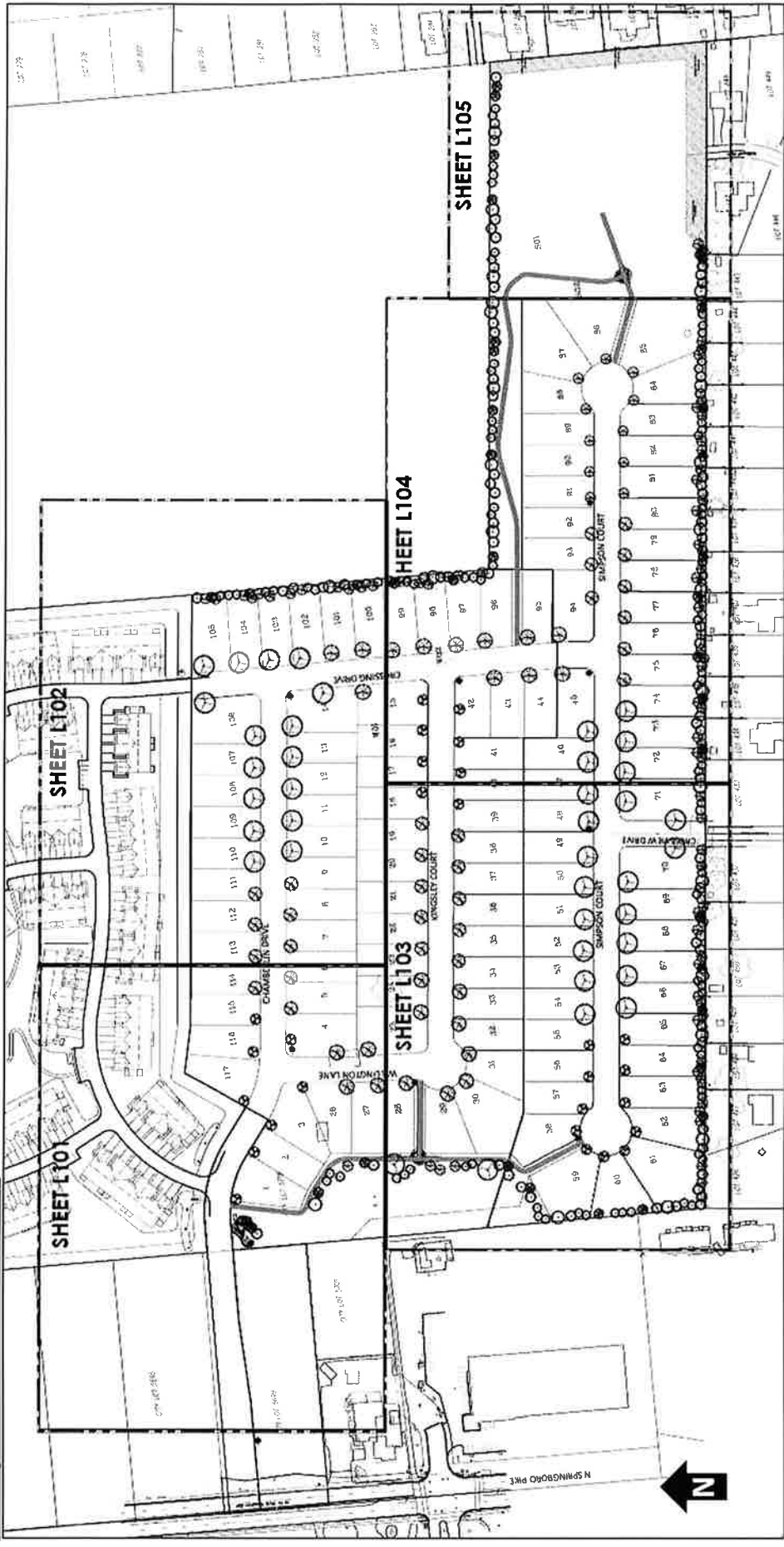
Access to SR-741 is a critical component of this request. In the 1980s, the City of Miamisburg adopted an access management plan for N. Springboro Pike which was meant to limit the number of access points onto the roadway while encouraging the consolidation of access points at signalized intersections. The existing signal at Habitat Boulevard is one of the signals shown on the access management plan. The image below depicts the two access options (starred) from SR-741. The southern option would tie into the existing signalized intersection at Habitat Boulevard, which is preferred by staff, and the other, which is proposed by the applicant, would create a new roadway onto SR-741. If the preliminary plan is ultimately approved, the final access plan to the site must be approved by the City of Miamisburg prior to the approval of the final development plan.



### Landscaping & Buffering

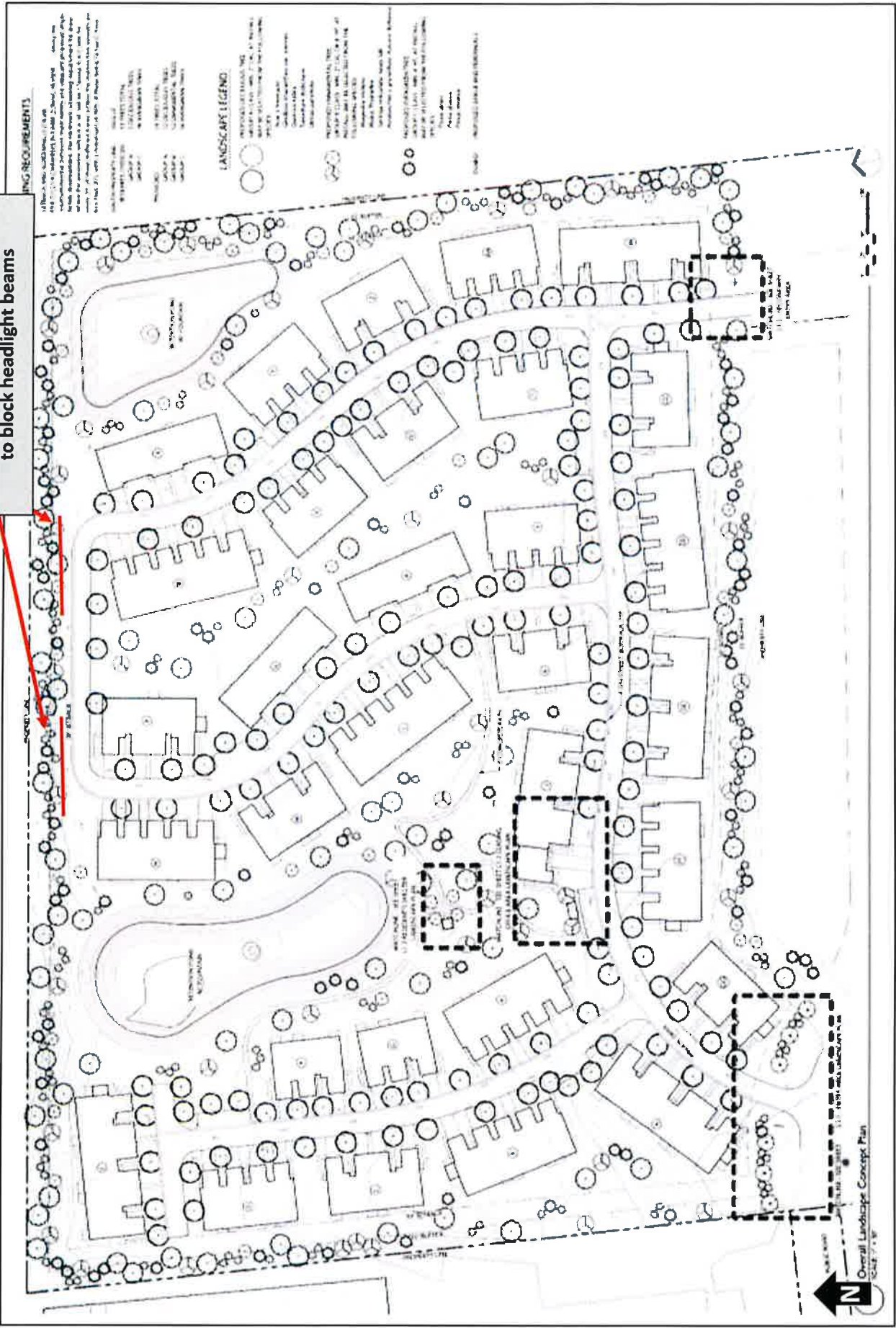
Due to the higher-density nature of the proposed development relative to the surrounding developments, the developers of both areas of the properties are proposing a series of deciduous and evergreen plantings along the perimeter of the development. The MI Homes landscaping plan is shown below and the landscaping plan for the Redwood development is shown on the following page. Staff is recommending a condition regarding the final screening plans for the site; including a few runs of fence along the north side of the site to fully block headlight beams.

MI Homes (note: there is an overhead power line that runs along the southern side of the site that will need to be taken into consideration when the plantings in this area are installed):



Redwood:

Earth-tone privacy fence sections to block headlight beams

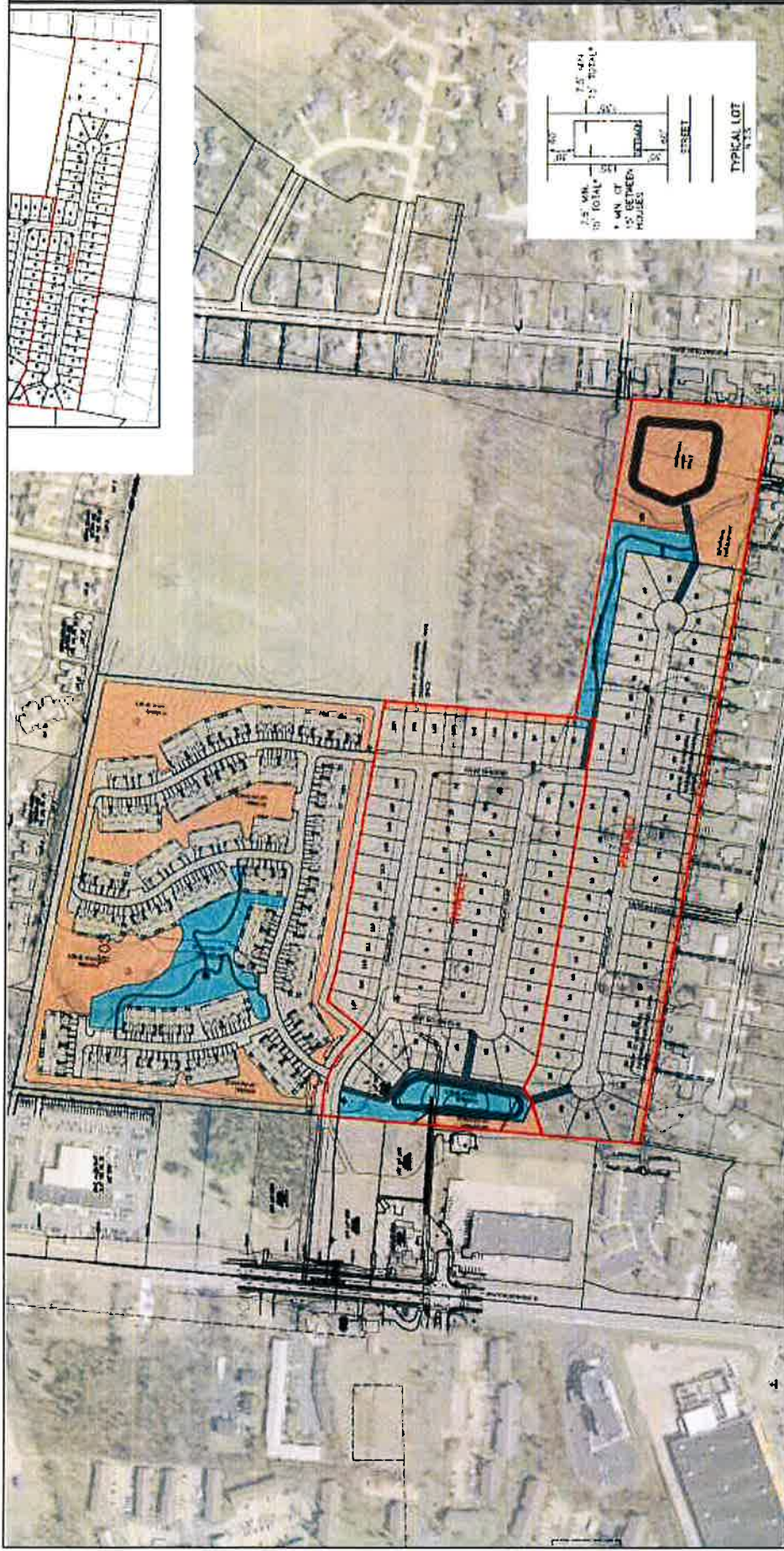


The developers of the Redwood portion of the plan are also proposing areas of "low/no mow" grasses. Which staff is open to as such areas have been approved in the past, but staff is recommending that the distance from the buildings be at least 20' and the distance from the eastern, southern, and northern property lines marked below be increased from 5' to 10'. Further, staff is recommending that mowed "openings" be included within the low/no mow area in the center of the site. The no/low mow plan with these comments is shown below.



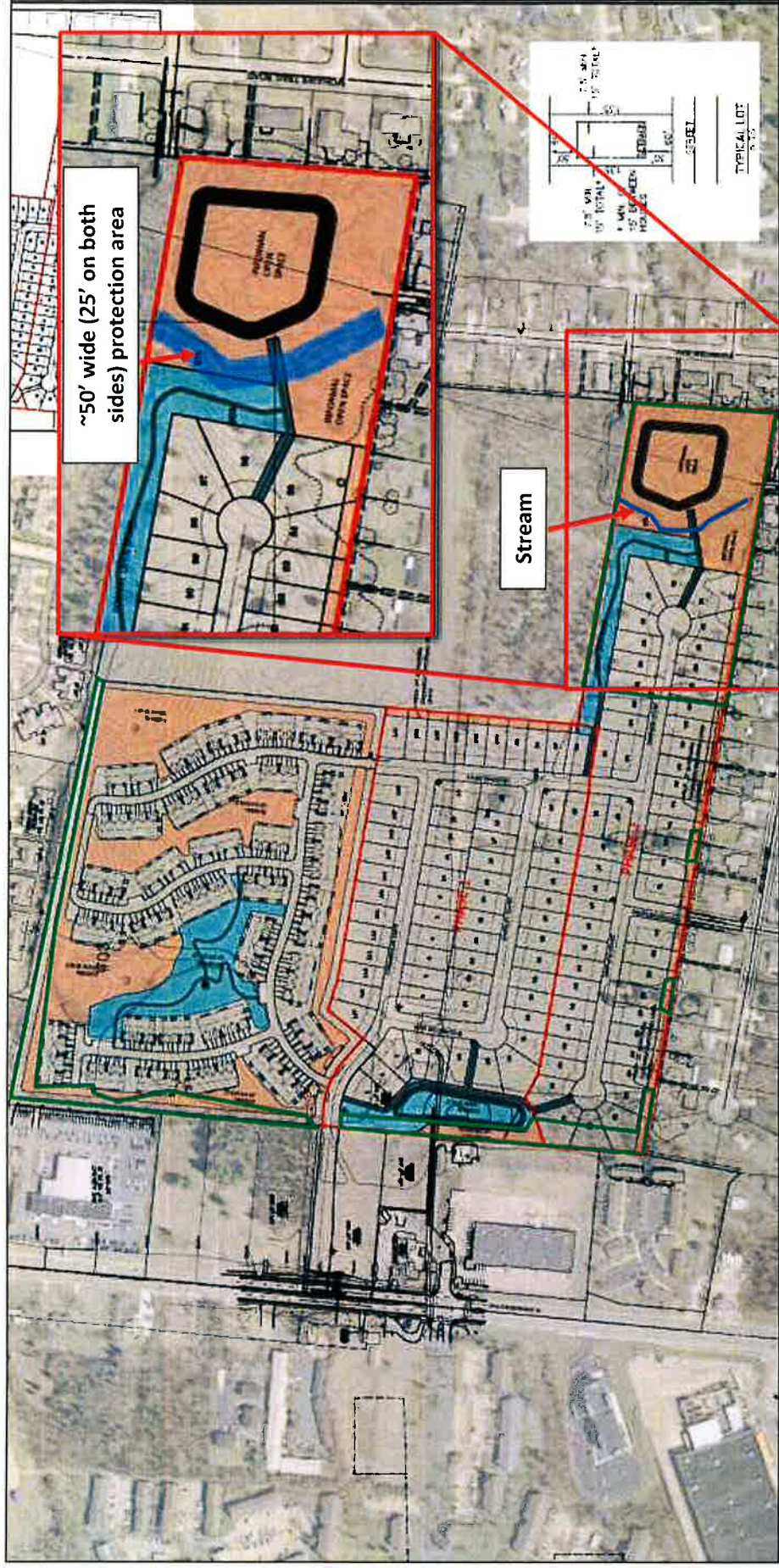
**Open Space Areas (Formal and Informal)**

At the densities proposed, both areas of the development must designate a minimum of 8% of the site as formal open space and 10% as informal open space. The MI Homes portion of the development provides a total of 23% (8% formal and 15% informal) open space on their portion of the site while the Redwood portion of the site provides 26.3% (8.1% formal and 18.2% informal) open space for their portion of the site. The map below depicts the site plan with the **formal** and **informal** open areas highlighted. Note: more than 26.3% of the redwood site will be "open space" since only the orange areas are included in the overall informal open space calculation.



### Natural Areas

Natural areas serve as important screening mechanisms to break up development areas and shield existing and proposed uses while also providing habitat for animals. The subject site does not have many natural areas, but there are a large number of mature trees in the eastern end of the "tail" of the property along with a small stream, which should be protected by a 25' riparian protection area on both sides. There are also several large trees along the western edge of the property and in the northwest corner of the site. Preserving as many of the healthy trees as possible is important. Further, along some of the perimeter areas, if existing healthy trees are preserved, it will allow for new trees proposed in these areas to be shifted around to other areas of the site. The map below depicts both the stream and the areas of the site where preserving as many existing trees as possible will be important. *Note: Staff is recommending a condition relating to preserving as many of the existing healthy trees as possible. Due to not having a grading plan yet, it will be difficult to determine which can and cannot be saved, so the areas below do not depict all the potential areas for healthy tree preservation.*



## *Proposed Housing Unit Types*

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### **Unit Density**

<b>Portion of Site</b>	<b>Total Area</b>	<b>% of Site</b>	<b>Residential Units</b>	<b>Units per acre</b>
MI Homes	37.39 acres	59%	117	3.13
Redwood	25.89 acres	41%	141	5.45
<b>Entire Site</b>	<b>~63.28</b>	<b>100%</b>	<b>259</b>	<b>4.1</b>

### **Lot Design**

The proposed single-family, detached lots would meet the following requirements:

- a. *Minimum lot area:* 8,000 square feet
- b. *Minimum lot frontage:* 60 feet (Exceptions for cul-de-sac lots per the City of Miamisburg Zoning Ordinance)

Further, the single-family, detached lots will meet the following minimum setback requirements:

<b>Yard</b>	<b>Minimum Yard Depth</b>
Front	30 feet
Side	7.5 feet minimum, 15' total between principal structures**
Rear	30 feet**

*\*\*The setback requirement increases to 50 feet on the lots that directly abut the perimeter of the development. Within this 50' setback, the 25' nearest the adjoining property line are designated as a buffer/tree conservation easement, which are further regulated in the "Common Open Space" section below. The remaining 25' may be used as standard rear yard area.*

### **Proposed Unit Types (MI Homes)**

The developer is proposing several different unit types, including single and two-story models. All units will have basements and an attached two-car garage. The floor areas (exclusive of basements and garages) will vary between ~1,400 square feet and ~3,000 square feet.

### **Proposed Unit Types (Redwood)**

The developer is proposing 5 different unit-types within the Redwood portion of the development. Each unit will have at least 1,200 square feet of floor area, exclusive of the attached two-car garage.

***Planned Residential District-Specific Standards (Chapter 1278 of the P&Z Code)***

Prior to the beginning of construction, Planned Developments are required to go through a rezoning process as well as a review process for both the preliminary and final development plans for the subject site. Planned Residential (PR) Developments are required to meet several standards as a part of the preliminary planning process, including the following general zoning standards, all of which are met by the current plan:

<b>Applicable Planned Residential Standards (Chapter 1278)</b>		
<b>Standard</b>	<b>Permitted/Required</b>	<b>Proposed</b>
<b>Use (1278.02)</b>	Uses included as permitted and accessory uses in the R-1 through R-4 Districts	<u>MI Homes</u> : Single-family homes <u>Redwood</u> : Multi-family (single-story) plus a leasing office
<b>Minimum Lot Area (1278.03)</b>	No specific area requirements	The subject property is ~63-acres in size.
<b>Maximum Housing Unit Density (1278.04)</b>	No less than 80% of the density requirement within similar districts	<u>MI Homes</u> : The unit density proposed within the MI Homes portion of the development meets the minimum lot size (8,000 sq. ft.) requirement of the R-2 District. <u>Redwood</u> : The 5.4 units per acre proposed in the Redwood portion of the development is 2.6 units lower than the generally permitted density in the R-4 District.
<b>Site Design (1278.05)</b>	<ul style="list-style-type: none"> <li>• Allow for privacy and natural light</li> <li>• Lot widths and setbacks may be varied</li> <li>• Housing units should be situated on common open space or similar areas</li> </ul>	All standards met. Many of the lots directly abut common open space; further, all the lots benefit from their own private yards and will have access to the HOA-maintained areas.  For Redwood, all of the tenants will have access to shared and maintained open areas.
<b>Structure spacing (1278.06)</b>	Minimum principal structure spacing of 15'	Standard met for both the MI Homes and Redwood portions of the development.
<b>Length of Continuous Structures (1278.07)</b>	12 units side-by-side	Standard met for both the MI Homes and Redwood portions of the development.



<b>Maximum Building Height (1278.08)</b>	35' Maximum	MI Homes: Standard met (35' maximum standard being utilized). Redwood: Standard met (proposing a 20' maximum).
<b>Minimum Perimeter Setback and Screening (1278.09)</b>	50' perimeter setback on all sides plus dense landscaping screen.	Standard met on all sides of the development. In addition to the minimum principal structure setback of 50', all sides of the development include proposals to install landscaping (evergreen and deciduous) for screening purposes.
<b>Common Open Space (1278.10)</b>	Varies by density (18% required at the proposed density. With 8% being formal and 10% being informal)	Standard met for both portions of the development.
<b>Burying of utilities required (1278.11)</b>	Utilities must be buried where feasible	Statement to this effect is included in the development guidelines report for both the Redwood and MI Homes portions of this development
<b>Parking (1278.12)</b>	2 spaces per unit	4 spaces per unit (2 in garages plus 2 in driveways) in both sections of the development. Roadway parking will be available in the MI Homes portion of the development while a few small guest parking areas are proposed within the Redwood portion of the development.
<b>Signs (1278.13)</b>	As set forth in the design standards document	Signs are proposed near the primary entrances to the development along SR-741 and within the development itself. All the signs proposed will include landscaping beds beneath them and none will be internally illuminated.

### Traffic & Circulation

For circulation, the applicants have submitted a traffic impact study for the site and are in the process of working with Miamisburg's City Engineer, Public Works Department, and an engineering firm on finalizing the access to the site from SR-741. Staff is recommending a condition regarding this item. Internally, the public roadways within the development will meet the minimum engineering standards for roadway construction and will include 4' sidewalks on both sides of the roads. The roadways within the Redwood portion of the development will be private and will include a 4' sidewalk on one side of the street. Street parking will also be prohibited within the Redwood portion of the development.

For access to SR-741, the applicant/developer is in the process of working with the City of Miamisburg on finalizing an access plan. Staff is recommending a condition that the access point to SR-741 must be finalized and approved by the City of Miamisburg prior to the approval of the final development plan for the site. Two conceptual options are included in the attached preliminary plan document.

### Lighting

Public streetlights near the roadway intersections and within the cul-de-sacs are proposed for the MI Homes portion of the development. Each homebuyer also has an option to install coach-style lights on their homes around the garages and front entry doors. In addition, each lot in the MI Homes portion of the development will include a post lamp in the front yard.

Coach-style light fixtures near the entry and garage doors are proposed for lighting within the Redwood portion of the development. No public luminaires are proposed within this area.

## ***Utilities & Public Infrastructure***

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All utilities within the development will be buried, which is required per Chapter 1278 of the Planning and Zoning Code.

### **Sewer & Water Service**

Sewer and water service will be provided by Montgomery County. The applicant will be required to work through the County's review processes.

### **Storm Water Management**

The applicant is working on finalizing the storm water management plan for the site. Currently, the plan shows three retention (wet) ponds (two within the Redwood portion and one within the MI Homes portion) and one detention (dry) pond (within the MI Homes portion) on the site. The final storm water calculations and engineering drawings, including site grading, will be required as a part of the final development plan submittal.

The importance of shaping the pond shown in the southeast section of the site in a way that allows for the retention of as many healthy trees in this area as possible is critical.

The final storm water management plans will have to meet the applicable requirements of Miamisburg, Montgomery County, and the EPA.

## ***GENERAL PLANNED DEVELOPMENT STANDARDS***

Several general standards are listed in Section 1276.03 of the "Planned Development Generally" Chapter of the Planning and Zoning Code that all planned developments must abide by. Many of these standards are geared toward protecting the public health, safety and welfare from several different perspectives, including traffic, police and fire protection, compatibility of the proposed land use with the surrounding area, and adequate protection of the proposed land use from those existing in the area and vice versa. Most of these general standards are met by the current plan and any suggested conditions deal largely with the submittal of additional documents as the final development plan is fully solidified. The standards are listed in bold below:

- (1) ***The proposed planned development meets the intent of any applicable land use plan and/or comprehensive plan of the City of Miamisburg.***

The subject area is shown as "medium density residential" in the Miamisburg Future Land Use Map, which calls for residential densities no greater than 6 units per acre. This development falls below that number and is considered medium density by staff. This plan is also consistent with the 2007 land use analysis conducted for the subject property. Both of the land use analyses for this area of town include statements about the importance of appropriate transportation improvements, which is why staff is recommending a condition relating to finalizing the access to the site from SR-741 prior to the approval of the final development plan for the property.

The land use analysis of the proposal is discussed in greater detail earlier in this report.

- (2) ***The proposed planned development will not jeopardize the public health, safety and welfare.***

Provided that the recommended conditions are met by the final development plan, staff believes the proposed planned development will not jeopardize the public health, safety, and welfare. A condition is being recommended regarding the solidification of the access point from SR-741 as a part of the final development plan submittal. Further, final storm water management and grading plans will be required during the review of the FDP.

- (3) ***The development will not impose undue burden on public services and facilities, such as fire and police protection.***

The preliminary plan has been reviewed by the City Engineer and Fire District. Provided that any additional information required (i.e. a final storm water management plan, a city-approved final plan for access from SR-741, etc...) is submitted as a part of the final development plan, this development is not expected to impose an undue burden on public service facilities.

- (4) ***The site will be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development, and the streets and driveways on the site of the proposed development will be adequate to serve the residents or occupants of the proposed development.***

The preliminary plans, including the submitted traffic impact study, have been reviewed by Miamisburg's Public Works and Engineering Departments. The final access plan to and from SR-741 must be approved by the City of Miamisburg and finalized prior to the approval of the final development plan for the site. Staff is recommending a condition to this effect.

The proposed interior roadway network is sufficient to serve the residents and occupants of the proposed development.

- (5) ***The location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned development not used for structures, parking and loading areas, or accessways, shall be landscaped or otherwise improved.***

Standard met. The proposed buffering along the perimeter of the site as well as the proposed internal layout of landscaping and open space areas meets this requirement.

- (6) ***The development promotes a harmonious relationship between land uses within the site and a harmonious relationship with surrounding development, utilizing adequate buffers where necessary.***

Due to the higher-density nature of the development and the built environment of the surrounding neighborhoods, staff has worked with the applicant on adding screening along the perimeter of the development. The plans included with the official preliminary plan submittal are viewed as largely being sufficient regarding buffering, but staff is recommending a few conditions relating to the buffering plans for the Redwood portion of the development. Provided these conditions are met, this standard will be met by the development.

Regarding the buffering for the MI Homes portion of the development, ensuring that the trees are installed in locations that will allow them to mature will be important due to the presence of a DP&L/AES Ohio powerline along the southern edge of the site. Also, while there is not a large amount of existing vegetation on the site, preserving as many healthy tree stands and scattered trees on the site as possible will strengthen the proposed buffers. Staff is recommending a condition to this effect.

- (7) ***The proposed development provides a high quality and more useful design of landscaping and open space and amenities than would normally be required under the strict application of existing zoning and subdivision requirements.***

Standard met. Both sections of the development include open space areas that exceed the minimum share of the site that must be preserved as open space. Staff is recommending a condition related to reducing the sizes of the low/no mow areas of the Redwood portion of the development.

- (8) ***The proposed development provides a high quality of building materials, architectural details, building orientation, off-street parking designs, and other site features than would normally be required under the strict application of existing zoning and subdivision requirements.***

Standard met. The building materials in both sections of the development are higher quality than what would be required under the base zoning standards. Further, for the MI Homes portion of the development, the high-visibility corner homes will include a first-story brick wrap.

- (9) Natural features such as watercourses, trees and rock outcrops will be preserved, to the degree possible, so that they can be incorporated into the layout to enhance the overall design of the planned development.**

There are not large natural areas on the site as most of the site has been farmed for many years, but there is a small stream in the wooded "tail" of the property and a few stands of trees on the site. Staff is recommending conditions related to preserving as many of the healthy trees on the property as possible while also creating a conservation easement (25' on each side) around the stream to help protect the riparian areas around the stream. A pedestrian crossing over the stream is proposed, which is not an issue for the riparian protection area.

The final grading and storm water management plans will be reviewed as a part of the final development plan. Based on discussions with the applicant and their engineer, one goal of the storm water management plan is to design the proposed pond in the southeast corner of the site in a way that allows for the preservation of as many healthy trees in this area as possible.

- (10) The layout must be 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.**

Standard met. The site does not exhibit significant and abrupt grade changes.

- (11) The development plan 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.**

The main covenants and restrictions-related document we need to see is the proposed maintenance schedule of the storm water management system on the property. A condition is being recommended to this effect.

- (12) The planned development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.**

Standard met. The phasing depicted on the site plan appears consistent with prior subdivisions. The Redwood portion of the development will be constructed in 2 phases and will take 3-4 years to complete while the MI Homes portion is shown as being 2 phases and will take an estimated 4-6 years to build out, depending upon economic conditions.

## RECOMMENDATION

If approved, this development will be the biggest residential development approved in several decades within the City of Miamisburg. The area surrounding the subject site is largely developed with single-family and attached/condo-housing, so working to ensure that the proposed development is compatible with the adjoining properties is critical. The applicants are proposing to retain some of the existing vegetation on the site, which will help provide screening. Staff is also recommending a condition to encourage that as many healthy trees on the site be preserved as possible for both environmental and aesthetic purposes. In addition, both developers will be installing new vegetation along the perimeter of the development along with interior site trees. Going along with this screening, the landscaping areas in the Redwood portion of the development will be irrigated, which will help ensure that the vegetation that is planted will thrive and remain healthy. Also, both developers are proposing to utilize building materials that are of a higher-quality than would be required under the base R-2 zoning standards.

One of the most critical components of the subject development relates to the access provided to and from SR-741. The current application shows a new unsignalized access point and roadway connecting to SR-741. Staff is in the process of working with the developer and an engineering firm on studying the feasibility of connecting the subject development to the existing signal at Habitat Boulevard, which is the staff-preferred alternative to a new access point onto SR-741. Staff is recommending a condition that the final access to and from SR-741 must be approved by the City of Miamisburg prior to the approval of the final development plan for this project.

In addition to the condition relating to access, recognizing the importance of this location and the comments at prior study sessions with the Planning Commission, staff is recommending other conditions be imposed upon the approval of the Preliminary Development Plan for the Chamberlin Farm development in order to ensure that the final development plan meets all of the applicable standards of the Planning and Zoning Code and any other applicable guiding documents, most of which should not require modifications to the general site plan, but may require modifications to different site elements (entryway locations, access plans, placements and shapes of storm water control infrastructure, locations of plantings, preservation of existing healthy trees, etc...).

With that, staff is recommending that the following recommendation be forwarded to City Council by the Planning Commission:

- A. Recommend that City Council **adopt** Ordinance #6899 to both rezone the subject property from R-2 (Residential) to PR (Planned Residential) and approve the Preliminary Development Plan contained herein with the following conditions, which shall be met by the Final Development Plan and Report, to be submitted and reviewed for consistency with the Preliminary Development Plan and associated conditions at a later date:
  1. The applicant/developer agrees to remove the property currently-zoned as GB-1 (General Business) from the rezoning (this includes a portion of the proposed access roadway from SR-741) so this property retains the GB-1 zoning designation.
  2. The developer of "Area B" agrees to adjust the low/no-mow areas and the screening of the site as discussed in the report for RZ-01-21 (Ordinance 6899).
  3. The applicant, property owner, and/or developer agrees to coordinate with and adhere to any modification recommended by the City Engineer, Public Works Director, and/or Fire Marshal related to public utilities, roadway improvements, sight distance, storm water management, and emergency access to the site.

4. The applicant, property owner, and/or developer agrees to work with the City of Miamisburg on finalizing the access to and from the site from SR-741. Said access must be finalized and approved by the City of Miamisburg prior to the approval of the final development plan for the site.
  5. The applicant agrees to submit a final traffic impact study that is consistent with the final development plan for the site for review and approval by the City of Miamisburg prior to the approval of the final development plan by the Planning Commission and City Council.
  6. The applicant agrees to depict any required roadway or other transportation-related improvements for the development on the Final Development Plan submittal.
  7. As the site is platted, the applicant and/or developer agrees to include conservation easements, measured out 25' from the centerline of the stream on the site, to provide better protection to these riparian buffers. This condition does not rule out a pedestrian walkway over the stream or the removal of dead, diseased, or invasive plant species around the stream.
  8. The developer agrees to work to minimize the amount of dust that leaves the site during the construction process.
  9. The developer agrees to preserve as many existing healthy trees on the site as possible during the development process.
  10. The HOA covenants and restrictions document be submitted for review and approval as a part of the Final Development Plan. At a minimum, this document shall include a schedule of maintenance for the storm water management infrastructure within the development.
  11. The developer/applicant agrees to make best efforts to direct construction traffic into the site from SR-741 and not the surrounding residential streets.
  12. As a part of the final plan, the applicant agrees to submit an official (final) Development Plan and Report for the site; organizing and listing plans for all applicable uses, landscaping, setbacks, access, lighting, grading, storm water management, architectural elements, etc...of the site, to be reviewed and approved by the Planning Commission and City Council, in order to ensure that the Final Development Plan conforms to the Preliminary Development Plan and any adopted conditions.
- B. Further, the Planning Commission recommends that Ordinance #6899 be approved with the modifications recommended by the Planning Commission. These recommended modifications include the following, all of which are reflected on the attached ordinance in this format:
1. Inserting the updated location map as "Exhibit A" within the ordinance. The new exhibit removes the GB-1-zoned property from the location map.
  2. Inserting the updated site plan as "Exhibit B" within the ordinance. The new exhibit includes updates to the open space calculation and eliminates the access roadway from being a part of the rezoning.
  3. The removal of text from the ordinance mentioning the GB-1-zoned property.
  4. The addition of the preliminary development plan report and associated exhibits into Ordinance #6899 as "Exhibit C" within Section 4. The exhibits of the preliminary development plan report include the following sections and exhibits:
    - i. **Section 1: Site Breakdown**
      1. Exhibit 1 (site breakdown) – Development plan areas



ii. **Section 2: Preliminary access options from SR-741 to the site**

1. Exhibit 1 (preliminary access options) – Conceptual design of connecting to Habitat Boulevard and the existing signal
2. Exhibit 2 (preliminary access options) – Conceptual design of a new roadway onto SR-741.

iii. **Section 3: Design and Development Standards for Area A (MI Homes)**

1. Exhibit 1 (Area A) – Preliminary Site and Phasing Plan
2. Exhibit 2 (Area A) – Example Building Elevations and Siding Specifications
3. Exhibit 3 (Area A) – High-Visibility Lots
4. Exhibit 4 (Area A) – Example Lot Landscape Plans
5. Exhibit 5 (Area A) - Preliminary Entry Monument, Landscaping, and Buffering Plan
6. Exhibit 6 (Area A) - Temporary Marketing Signage
7. Exhibit 7 (Area A) - Preliminary Master Signage Plan

iv. **Section 4: Design and Development Standards for Area B (Redwood)**

1. Exhibit 1 (Area B) – Preliminary Site Plan
2. Exhibit 2 (Area B) – Preliminary Architectural Character Exhibit
3. Exhibit 3 (Area B) – Preliminary Landscaping Plan

ORDINANCE NO. 6900

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PEPSI BEVERAGES COMPANY TO PROVIDE SPONSORSHIP, ADVERTISEMENT AND EXCLUSIVE SALE OF NON-ALCOHOLIC BEVERAGES AT VARIOUS CITY FACILITIES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg has accepted proposals for the sponsorship, advertisement and exclusive rights to sell non-alcoholic beverages at the Sycamore Trails Aquatic Center, Pipestone Golf Course, Mound Golf Course, Miamisburg Community Center and Rice Field.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

:

Section 1.

The City Manager is authorized to enter into a three-year agreement with an option to renew annually for an additional three years with Pepsi Beverages Company to provide beverage services at various City of Miamisburg facilities, pursuant to the terms and conditions of the contract as the City Manager may deem appropriate.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date due to ensure the product is available for concession operations at the above mentioned facilities, therefore, this measure shall take effect and be in full force from and after its passage.

Passed: March 2, 2021

Attested: *Kim Combs*  
Kim Combs, Clerk of Council

Approved: *Michelle L. Collins*  
Michelle L. Collins, Mayor

ORDINANCE NO. 6901

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH REDWOOD MANAGEMENT SYSTEMS, LLC FOR CONCESSIONAIRE SERVICES AT SYCAMORE TRAILS AQUATIC CENTER AND RICE FIELD, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg has accepted proposals for the professional concessionaire services at the Sycamore Trails Aquatic Center and Rice Field, and

WHEREAS, Redwood Management Systems, LLC, dba Redwood Hospitality Resources will compensate the City a base fee of \$4,000 with an end of season adjustment of 11% of sales above \$50,000 (combined total sales from both locations), and

WHEREAS, Redwood Management Systems, LLC dba Redwood Hospitality Resources will be accountable and responsible for day-to-day operations of concessions operations, including staffing, sales, customer service, cleaning, machine/equipment maintenance and upkeep, inventory and bookkeeping.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is authorized to enter into a one-year agreement with an option to renew annually for an additional two years with Redwood Management Systems dba Redwood Hospitality Resources to provide concessionaire services at the Sycamore Trails Aquatic Center and Rice Field, pursuant to the terms and conditions of the contract as the City Manager may deem appropriate.

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date due to ensure the operations are able to be prepared for season openings, therefore, this measure shall take effect and be in full force from and after its passage.

Passed: March 2, 2021

Attested: Kim Combs

Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6902

AN ORDINANCE TO CERTIFY SPECIAL ASSESSMENTS FOR THE DELINQUENT CHARGES FOR THE CUTTING AND REMOVAL OF WEEDS, VEGETATION AND/OR GRASS, THE CITY OF MIAMISBURG, MONTGOMERY COUNTY, OHIO, TO THE COUNTY AUDITOR OF SAID COUNTY FOR THE COLLECTION THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, the owner(s) of properties indexed on the list that is attached (Exhibit A) hereto and made a part of this Ordinance being lots along various streets in the municipality, have been provided with written notice to cut and remove weeds, vegetation and/or grass, and

WHEREAS, the owner(s) of properties indexed on the list that is attached hereto (Exhibit A) and made a part of this Ordinance being lots along various street in the municipality have failed to comply with said notices and the City of Miamisburg then caused said cutting and removal of weeds, vegetation and/or grass, and

WHEREAS, all expenses and costs received were paid out of Municipal funds; and

WHEREAS, these delinquent charges can be recovered by certification to the Montgomery County Auditor's Office for placement on the next property tax duplicate of the owner(s) of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1

All unpaid charges in the amounts and for the benefit of the respective properties listed in Exhibit A to this Ordinance, which Exhibit A is hereby expressly made a part of this Ordinance, are to be placed upon the tax duplicate by the County Auditor of Montgomery County, Ohio, and collected as other taxes are collected by the County Treasurer of Montgomery County, Ohio, as provided by law.

Section 2

Pursuant to Section 319.61 of the Revised Code of Ohio, a copy of this Ordinance with Exhibit A shall be certified to the County Auditor of Montgomery County, Ohio, by the Clerk of Council within twenty (20) days of its adoption.

Section 3

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council authorization is needed at the earliest possible date to meet the assessment deadline of the Montgomery County Auditor's Office; therefore, this measure shall take effect and be in force from and after its passage.

Passed: March 2, 2021

Attested: \_\_\_\_\_

Kim Combs  
Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

Michelle L. Collins  
Michelle L. Collins, Mayor

**CITY OF MIAMISBURG TAX ASSESSMENT**  
**FROM JULY 18, 2020 THROUGH DECEMBER 15, 2020**

<b>PROJECT CODE NUMBER</b>	<b>PARCEL ID</b>	<b>CHARGE</b>	<b>AUDITOR CHARGE</b>	<b>TOTAL</b>
31-500	K46 00222 0068	\$2,250.00	\$112.50	\$2,362.50
31-500	K46 00111 0015	\$1,875.00	\$93.75	\$1,968.75
31-500	K46 00719 0005	\$1,875.00	\$93.75	\$1,968.75
31-500	K46 00221 0020	\$2,625.00	\$131.25	\$2,756.25
31-500	K46 00221 0021	\$2,625.00	\$131.25	\$2,756.25
31-500	K46 00220 0079	\$1,875.00	\$93.75	\$1,968.75
31-500	K46 00220 0028	\$3,000.00	\$150.00	\$3,150.00
31-500	K46 00217 0045	\$1,125.00	\$56.25	\$1,181.25
31-500	K46 00112 0117	\$2,350.00	\$117.50	\$2,467.50
31-500	K46 00413 0032	\$1,875.00	\$93.75	\$1,968.75
31-500	K46 00103 0035	\$2,250.00	\$112.50	\$2,362.50
31-500	K46 00116 0005	\$1,125.00	\$56.25	\$1,181.25
31-500	K46 01015 0002	\$1,125.00	\$56.25	\$1,181.25
31-500	K46 01015 0001	\$1,125.00	\$56.25	\$1,181.25
31-500	K46 00325 0047	\$1,875.00	\$93.75	\$1,968.75
31-500	K46 00110 0036	\$1,500.00	\$75.00	\$1,575.00
31-500	K46 00904 0032	\$850.00	\$42.50	\$892.50
31-500	K46 00331 0048	\$1,750.00	\$87.50	\$1,837.50
31-500	K46 00114 0017	\$375.00	\$18.75	\$393.75
31-500	K46 00331 0108	\$750.00	\$37.50	\$787.50
31-500	K46 00216 0013	\$600.00	\$30.00	\$630.00

ORDINANCE NO. 6903

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE MOT-DAYTON-CINCINNATI PIKE RESURFACING PROJECT (PID 113443) AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the MOT-Dayton-Cincinnati Pike Resurfacing Project (PID 113443) in accordance with law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by Barrett Paving Materials, Inc. in the amount of One Hundred Fifty-Four Thousand, Seven Hundred Thirty Eight Dollars and Fifty Cents (\$154,738.50) for the MOT-Dayton-Cincinnati Pike Resurfacing Project (PID 113443), pursuant to the bid forms submitted February 18, 2021, is hereby determined to be the lowest and best bid after bidding conducted according to law and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with Barrett Paving Materials, Inc. in accordance with the terms contained in the bid specifications dated February 18, 2021.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed as soon as possible to remain on schedule for the summer road maintenance season, therefore, this measure shall be in force from and after its passage.

Passed: March 16, 2021

Attested: \_\_\_\_\_

*Kim Combs*

Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

*Michelle L. Collins*

Michelle L. Collins, Mayor

ORDINANCE NO. 6904

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2021 SIDEWALK, CURB AND GUTTER PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the 2021 Sidewalk, Curb & Gutter Program in accordance with law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by Adleta, Inc. in the amount of Four Hundred, Fifty Four Thousand, Three Hundred Fifty Two Dollars and Fifty Cents (\$454,352.50) for the 2021 Sidewalk, Curb and Gutter Program, pursuant to the bid forms submitted February 25, 2021, is hereby determined to be the lowest and best bid after bidding conducted according to law, and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with Adleta, Inc. for the 2021 Sidewalk, Curb and Gutter Program, in accordance with the terms contained in the bid specifications dated February 25, 2021.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and for the further reason that this contract is needed at the earliest possible date to remain on schedule; therefore, this measure shall take effect and be in force from and after its passage.

Passed: March 16, 2021 Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6905

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2021 ASPHALT PAVING PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the 2021 Asphalt Paving Program in accordance with law; and

WHEREAS, the City and Miami Township have entered into a Project Agreement for joint participation in the 2021 Asphalt Paving Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by Barrett Paving Materials, Inc. in the amount of Six Hundred, Eighty One Thousand, Six Hundred Twenty Dollars and Eighty One Cents (\$681,620.81) for the 2021 Asphalt Paving Program pursuant to the bid forms submitted March 4, 2021, is hereby determined to be the lowest and best bid after bidding conducted according to law and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with Barrett Paving Materials, Inc. in accordance with the terms contained in the bid specifications dated March 4, 2021.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed as soon as possible to remain on schedule for the summer road maintenance season, therefore, this measure shall be in force from and after its passage.

Passed: March 16, 2021

Attested: \_\_\_\_\_

Kim Combs  
Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

Michelle L. Collins  
Michelle L. Collins, Mayor



## 2021 ASPHALT PAVING PROGRAM

### CITY OF MIAMISBURG STREETS

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
S. Main Street	Linden Avenue	Mays Avenue
N. Heincke Road	King Richard Parkway	Hickory Glen Drive
N. Dayton-Cincinnati Pike	Richard Street	City Corp Line
Alley	S. Main Street	To Old Main Street at Mound Ave.
Crosswalk Repair Areas	Downtown Main Street	

### MIAMI TOWNSHIP STREETS

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
First Avenue	Sunset Avenue	Cromer Boulevard
Second Avenue	Sunset Avenue	Cromer Boulevard
Third Avenue	Sunset Avenue	Cromer Boulevard
Fourth Avenue	Sunset Avenue	Cromer Boulevard
Fifth Avenue	Sunset Avenue	Cromer Boulevard
Seventh Avenue	Sunset Avenue	Western Avenue
Eighth Avenue	Cromer Boulevard	End
Ninth Avenue	Woodland Avenue	Cromer Boulevard
Tenth Avenue	Chautauqua Road	Cromer Boulevard
Bracken Place	Dunmore Drive	End
Brahms Boulevard	Prelude Path	End
Caruso Court	Prelude Path	End
Crains Creek Road	Miamisburg Springboro Rd.	Crains Run Road
Cromer Boulevard	Tenth Avenue	First Avenue
Dunmore Drive	West Alex Bell Road	End
Franklin Avenue	Sunset Avenue	Western Avenue
Hill Avenue	Sunset Avenue	Western Avenue
Prelude Path	Brahms Boulevard	End
Sunset Avenue	Eighth Avenue	Entrance Road
Western Avenue	Cromer Boulevard	Entrance Road
Woodlawn Avenue	Tenth Avenue	Eighth Avenue

ORDINANCE NO. 6906

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH THE SWIM ASSOCIATION OF MIAMISBURG, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg owns and operates the Sycamore Trails Aquatic Center, located at 400 South Heincke Road, Miamisburg, Ohio, and

WHEREAS, the City of Miamisburg entered into a contract with the Swim Association of Miamisburg (SAM) in 1998 for the purpose of providing a high-quality, youth recreational swim team program within the Miamisburg community, and

WHEREAS, the existing contract has expired and both parties have an interest in and agreed to issue a new contract, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO TWO-THIRDS OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Swim Association of Miamisburg, which agreement is attached hereto as Exhibit "A".

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure an understanding of usage of the Sycamore Trails Aquatic Center by the Swim Association of Miamisburg, therefore, this measure shall take effect and be in force from and after its passage.

Passed: April 6, 2021

Attested: \_\_\_\_\_

*Kim Combs*

Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

*Michelle L. Collins*

Michelle L. Collins, Mayor

## **AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Miamisburg, hereafter referred to as the "City" and the Swim Association of Miamisburg, hereafter referred to as "SAM".

### **WITNESSTH:**

WHEREAS, the City owns and operates the Sycamore Trails Aquatic Center (hereinafter referred to as "STAC") located at 400 South Heincke Road, Miamisburg, Ohio: and,

WHEREAS, the SAM provides a summer community swim team program and desires to use the STAC for purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

### **USE**

1. The City hereby grants permission to SAM to use the STAC facility located at 400 South Heincke Road, Miamisburg, Ohio, during the general times defined in "Periods of Use" of this agreement and specifically in the "Annual Period of Use Agreement" for the given year.
2. The purpose of this Agreement is to designate time and reimbursement of expenses for shared use of the facility for a recreational swim team program.

### **PERIODS OF USE**

1. The City hereby grants SAM permission to use STAC during the dates and times as outlined below and on the "Annual Period of Use Agreement" to be determined annually. Periods of use will include the following:
  - a. Practice sessions beginning in May and ending by July 31 of each summer season.
  - b. Evening swim meets beginning at 5:00 p.m. and ending approximately 11:00 p.m. as approved by the City during the months of June and July not to exceed four meets per summer season.
  - c. Host one Saturday Swim Team Event for the purpose of hosting the Southwest Ohio League Championship Meet or Invitational Swim Meet from 6:00 a.m. to 6:00 p.m. with SAM reimbursing the City as described in the "Annual Period of Use Agreement." In the year

STAC hosts such meets, STAC will only host up to three (3) meets as described in 1b above.

- d. Host one Awards Party event at a date and time to be determined in the "Annual Period of Use Agreement."
- e. In the event a swim meet is cancelled for inclement weather or other extenuating circumstances, make up meets must be scheduled at the discretion of the City.

### **OPTION TO RENEW**

This agreement shall be for a term of five (5) years. On an annual basis, the City and SAM agree to meet and review the completed year's activities and needs. At this time, based upon mutual consent, this agreement may be modified or amended.

At the conclusion of the five (5) year term and upon written agreement by the parties, this agreement may be extended for an additional term of three (3) years. Additional extensions may be granted beyond the initial five (5) and three (3) year terms, upon written agreement of the parties.

### **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time by providing a minimum six-month advance written notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant of condition shall be taken to constitute a waiver or any subsequent breach of covenant of condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof.

### **SAMS RESPONSIBILITY**

SAM shall:

- (1) provide a confirmed schedule, which includes dates and times for practices and home swim meets by January 1 of each year or as soon as league officials set the schedule.
- (2) provide reimbursement for staff and facility use as specified in the "Annual Period of Use Agreement." The general and specific requirements will be determined annually.
- (3) provide the City documentation that SAM is covered by insurance in case of theft or embezzlement of funds managed by the SAM. Additionally, SAM will provide, upon request, the City a copy of the SAM financial procedures that include checks and balances for the flow of funds and an independent financial audit report.

- (4) provide the City an updated organizational chart and copy of the SAM's bylaws by January 1 of each year. Changes to the SAM executive board and/or amendments to the bylaws after January 1 must be forwarded to the City upon adoption.
- (5) provide volunteers for logistic set-up and takedown for all practices and swim meets.
- (6) make facility reservations and remit applicable rental fees, if any, for use of the facility for activities that require exclusive use of the facility outside or including, as applicable, the times indicated in the "Annual Period of Use".
- (7) designate one individual to serve as liaison between the City and the SAM. The designee coordinates with the Department Designee for Aquatic Operations relative to SAM needs throughout the year. The City must be notified of the designee by January 1 of each year.
- (8) be permitted to store equipment in the mechanical building. Equipment owned by the SAM may be stored in an orderly fashion between May 15 and July 31 according to all applicable fire codes. Requests for storage and set-up of special equipment such as bleachers, starting blocks, timing systems, etc., must be made with the Parks and Facilities Supervisor for Aquatic Operations a minimum of five (5) business days prior to the event.
- (9) monitor activity of all participants and spectators during the practices and swim meets. SAM will ensure that facility is restricted to SAM program participants and that all areas of STAC not covered under this agreement are refrained from use. Additionally, assist in the enforcement of all pool safety rules, facility care guidelines and any other policies brought to the attention of SAM by the City.
- (10) provide all equipment and product for the SAM fundraising efforts.
- (11) not utilize the facility without City staff present.
- (12) replenish equipment used and stored at STAC or offer program enhancements as mutually agreed upon.

#### **CITY'S RESPONSIBILITY**

The City shall:

- (1) permit SAM use of the facility, except where noted, for the purposes set forth in this Agreement during the times defined in "Periods of Use" and supplemental "Annual Periods of Use Agreement" provided that SAM performs all of the promises and covenants contained herein.

- (2) provide facility management and lifeguard personnel for practice and swim meet sessions.
- (3) provide storage space as available for SAM equipment from May 15 through July 31.
- (4) close the facility on the day of scheduled swim meets at 5:00 p.m. Swim meets will begin after 6:00 p.m. SAM setup personnel can begin setup at 2:00 p.m. on the day of a swim meet, as long as it does not interfere with public swimming.
- (5) permit SAM to sell food and beverage that are approved by the City and Public Health Dayton & Montgomery County on the pool deck only during hosted swim meets. SAM is responsible for all concession funds collected during the meets. SAM's use of the STAC's concession operation is not permitted.
- (6) assist SAM personnel with clean-up following swim meets and moving the trailer during meets.
- (7) incur the cost of pool operations, such as chemicals, staff, utilities for heating and lighting, etc., during the term of this Agreement.
- (8) assist with swim meet set-up providing City staff is available.
- (9) designate a designee as the City's liaison with SAM.

#### **LIABILITY**

1. The SAM agrees to save the City and its employees free and harmless from any and all damages or claims for damages, actions or causes of action which may arise or grow in connection with this Agreement and shall defend the City at SAM's own expense in any and all suits for the recovery of damages arising or growing in connection with this Agreement which may be brought or prosecuted against the City or its employees.
2. The SAM agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, being a combined single limit of \$1,000,000: and the SAM shall, at the time of the execution of this agreement, furnish the City with a certification of such insurance, providing for a ten (10) day advance written notice of cancellation, and the city shall be named as an additional insured thereunder.

#### **ENFORCEABILITY**

- (1) If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby, and shall be ratified by action of the Council of the City of Miamisburg where appropriate to become enforceable.

(2) The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties being first duly authorized have set their hands on the day and year first written above.

## **ANNUAL PERIOD OF USE AGREEMENT FOR 2021**

This document supplements the Agreement between the City of Miamisburg ' City" and the Swim Association of Miamisburg "SAM' entered on June 1, 2021. The modifications are for SAM usage of Sycamore Trails Aquatic Center "STAC" for the 2021 season effective May 1, 2021.

### **1. PERIODS OF USE**

- a. 2021 season practice sessions will begin Monday, June 1, 2021. Practice times are as follows:
  - i. June 1 -June 10 5:30 p.m. -7:30 p.m. Monday -Thursday
  - ii. June 14 -July 9 7:30a.m. -10:30 a.m. Monday – Thursday
  - iii. June 14-July 19 7:30a.m. -9:30 a.m. Friday
- b. SAM is required to reimburse the City the cost of one lifeguard, out of a total of three, that are required to be present during SAM's exclusive use of the facility. Reimbursement will be calculated as described in Section II below.
- c. SAM will host three regular season swim meets during the 2021 season at the STAC, on June 17, 29, and July 1st.
- d. SAM will be permitted to host the annual Awards Party at the STAC on Tuesday July 13 from 9:00 p.m. – 11:00 p.m. at no charge due to volunteer clean-up services rendered Pre-season.

### **2. SAM'S RESPONSIBILITIES**

- The Swim Association of Miamisburg (SAM) is required to reimburse the City for the cost of one (additional) guard that is required to be present during exclusive swim team events by Ellis & Associates, the firm that certifies STAC lifeguards. The 2021 reimbursement rate for the lifeguard will be \$11.36 per hour. Based on the practice and meet schedule provided in Section I above, the additional guard hours are estimated to be 94 hours for the season, with a total cost of approximately \$1,000.00. A final reimbursement amount will be determined after the conclusion of the season based on the actual number of practices that may be cancelled or swim meets that may run longer or shorter than anticipated. Reimbursement must be paid no later than July 31, 2021.
- SAM will be permitted to offer a Junior Cuda Program during the days and hours described in Section I. SAM will be permitted to utilize up to two lanes of the deep end of the pool for this program. SAM will not be charged for guards during this program as STAC offers additional programs at the same time that will require the presence of appropriate lifeguard staff.



- The Swim League Association will be required to reimburse the City for the use of STAC during the Championship Meet.
- SAM will coordinate a parent's volunteer pool clean up night to assist with facility preseason set up.

**3. CITY'S RESPONSIBILITIES**

- The department designee for Aquatic Operations will meet with the SAM concession coordinator to discuss concession sales for swim meets.
- The department designee for Aquatic Operations will introduce himself/herself to discuss Aquatic guidelines Operations for parents that attend the SAM parent meeting.

**4. OTHER TERMS**

Except in as effect, modified herein, all other terms and conditions of the Agreement shall remain in full force

Date: \_\_\_\_\_, 2021

Swim Association of Miamisburg (SAM)

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

Katie Quackenbush, President

City of Miamisburg (CITY)

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

Keith D. Johnson, City Manager

ORDINANCE NO. 6907

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH DAN PROFITT WITH MIAMI VALLEY TOURNAMENTS FOR THE PURPOSE OF HOSTING AND FACILITATING BASEBALL AND SOFTBALL TOURNAMENTS AT RICE FIELD, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg owns and operates Rice Field, located at 2001 Cincinnati-Dayton Pike, Miamisburg, Ohio, and

WHEREAS, the City of Miamisburg typically executes baseball and softball tournaments through a variety of mechanisms, such as in-house, through facility rentals, or otherwise, and

WHEREAS, the parties have an interest in simplifying and strengthening the partnership and the delivery of quality baseball and softball tournaments in Miamisburg and have agreed to the facility use structure contained herein, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO A MAJORITY OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Dan Profitt with Miami Valley Tournaments for the purposes of providing baseball and softball tournaments in Miamisburg and is attached hereto as Exhibit "A".

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure an understanding of usage of Rice Field and to allow for the continued planning of said tournaments, therefore, this measure shall take effect and be in force from and after its passage.

Passed: April 6, 2021

Attested: \_\_\_\_\_

Kim Combs

Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

Michelle L. Collins

Michelle L. Collins, Mayor

## AGREEMENT

THIS AGREEMENT, made by and between the CITY OF MIAMISBURG, hereinafter called the "City" and the Dan Profitt, with Miami Valley Tournaments, hereinafter called the "Organizer" entered on Date: \_\_\_\_\_, 2021.

### WITNESSETH

WHEREAS, the City owns certain property as described in this agreement; and

WHEREAS, the Organizer desires to use such property for the purposes herein contained, the City and the Organizer agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and the Organizer agree as follows:

### USE

- 1) The use of **Rice Field, 2001 Dayton-Cincinnati Road, Miamisburg OH 45342** is hereby agreed to as follows:

The Organizer shall have exclusive use and access to Rice Field to coordinate and implement four baseball tournaments for the 2021 season: April 16-18, May 28-30, June 25-27, July 2-4.

The Organizer shall use only the locations designated in the agreement as outlined in the agreement.

The Organizer shall allow the Miamisburg Baseball Softball League 5 complimentary team entries to the July 2-4<sup>th</sup> tournament for Recreation All Start Teams.

The Organizer shall be allowed to contract additional vendors/contractors, such as souvenir providers and concessionaires. No duplication in concessions offerings may exist between tournament contractors and the Rice Field concession stand. The Organizer shall provide written notice of intended vendors 30 days before scheduled activity. All vendors must adhere to City vendor conditions and responsibilities. Vendor terms shall be provided to the Organizer as outside vendor requests are received. The Organizer and Organizer's insurance shall be held responsible for vendor issues.

## **TERMS**

This Agreement shall be for a term of one (1) year, commencing April 1, 2021 and expiring on March 30, 2022. On an annual basis, the City and Organizer agree to meet and review the completed year's activities, working relationship, and plan for the upcoming year's activities and needs. During that time, based upon mutual consent, this Agreement may be modified or amended.

## **TERMINATION OF AGREEMENT**

- 1) Either party may terminate this Agreement at any time by giving a minimum 30 day's advance written notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant or condition shall be taken to constitute a waiver of any subsequent breach of covenant or condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof. The City shall have the right to terminate this Agreement as to any part of the property upon 30 day's advance written notice to the Organizer.
- 2) Either party may terminate this Agreement at any time by giving a minimum thirty (30) days advanced written notice of its intention to so terminate for the other party's failure to comply with the terms and conditions hereof.

## **ORGANIZER RESPONSIBILITIES**

- 1) The Organizer shall maintain and keep the properties in safe and healthful condition according to the local ordinances and direction of the proper public officers during the term of this agreement. The Organizer shall not permit the same to be used for any unlawful purposes; and shall conform to and obey all existing and future laws, ordinances, and regulations of the United States, and of the state and local organizations of the place of property, subdivision, and agencies thereof, and of the City, respecting the property and use thereof.
- 2) The Organizer agrees to incur the cost for the materials and/or services for field lining, drying agent, port-o-let rental, trash collection and removal of any other expenses relating to the provision of Organizer business.
- 3) The Organizer agrees to pay a total Facility Reservation fee of \$13,000 for use of

Rice Field. This fee includes exclusive use of the facility and two staff persons to assist with upkeep and cleanliness of the facility and fields. This is \$3,250 per tournament.

- 4) The Organizer shall pay \$3,250 per tournament 48 hours before each is set to commence.
- 5) The Organizer shall not assign or transfer this agreement or sublet any portion thereof without the prior written consent of the City.
- 6) The Organizer will be responsible to reimburse the City the cost of materials to repair field if excessive damage is caused from Organizer usage. Cost and repair needs will be discussed with the Organizer prior to any work being performed.
- 7) The City recommends that the Organizer require board members, coaches, officials, and parents are provided an understanding the various aspects of providing youth sports programs. The City also requires that Board Members, all Coaches and Officials undergo background checks prior to participation in Organizer activities.
- 8) The Organizer agrees that any publicity concerning the subject matter of this agreement may not be conducted without the prior approval of the City.
- 9) The Organizer is required to provide an event budget summary to the City before and after the event.

#### **CITY RESPONSIBILITIES**

- 1) The City hereby agrees that if the Organizer shall perform every one of the covenants, undertakings and agreements contained herein to be performed by the Organizer, the Organizer shall during the term hereof, freely, peaceably, and quietly enjoy the use of the property for said public purposes without molestation, hindrance, eviction, or disturbance by the City or persons under its control.
- 2) The City agrees to maintain the parks and facilities as they were utilized as a passive park without Organizer activities. The City will also mow, trim, and maintain the parks and facilities during Organizer use times as an active park. This includes mowing and trimming, bleachers, trash cans, buildings, dumpsters, tree lines, grills, playgrounds, and any additional structures, either permanent or temporary, that may be in place.

The City shall provide maintenance to repair facility amenities such as the parking lot, security lights, fencing, signs, and playground areas.

- 3) The City shall coordinate all facility usage at the City's discretion and will schedule all Organizer activities as a priority during the term of this agreement.
- 4) The City shall provide 2 staff persons for the duration of play to maintain fields, facilities, and the operation of Rice Field.
- 5) The City shall maintain concessions operations at the Rice Field concession stand.

### **LIABILITY**

- 1) The Organizer agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Organizer, its agents, servants or employees, in the execution, performance or failure to adequately perform the Organizer's obligations pursuant to this Agreement. The Organizer further agrees to assume all risks of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by any act or omission of the City, its employees, agents, or volunteers) to any person(s) or the property of the parties, or anyone on or about the property.
- 2) The Organizer agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, including participant liability, products completed operations, personal injury and advertising injury; and the Organizer shall, at the time of the execution of this agreement, furnish the City with a satisfactory certificate of such insurance, providing for a (10) ten day advance written notice of cancellation. However, failure to obtain the required documents shall not waive the Organizer's obligation to provide them. The City, its officers, employees, and volunteers shall be named as an additional insured there under. For any claims related to this Agreement, the Organizer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Organizer's insurance and shall not contribute with it. The Organizer shall further require the same insurance coverage and conditions from any subsequent lessee or assignee of the property.

**ENFORCEABILITY**

- 1) If any provision of this Agreement shall be determined to be void, invalid, unenforceable, or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby and shall be ratified by action of the Council of the City of Miamisburg where appropriate to become enforceable.
  
- 2) This Agreement shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**DAN PROFITT**  
(Organizer)

**CITY OF MIAMISBURG**  
(City)

By \_\_\_\_\_  
Dan Proffitt, Organizer

By \_\_\_\_\_  
Keith D. Johnson, City Manager

Date \_\_\_\_\_ 2021

Date \_\_\_\_\_ 2021

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_ 2021

Date \_\_\_\_\_ 2021

ORDINANCE NO. 6908

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO PARTICIPATE IN THE OMNIA PARTNERS PURCHASING PROGRAM, TO AUTHORIZE THE CITY MANAGER TO PROCEED WITH THE REPLACEMENT OF THE ROOF AT THE SERVICE GARAGE AND TO APPROPRIATE FUNDING FOR THE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Revised Code (O.R.C.) Section 9.48 authorizes the City to enter into cooperative purchasing agreements with one or more other states, groups of states, the federal government, other purchasing consortia, institutions of higher education, or any political subdivision of this state described in division (B)(2) of Section 9.48 of the Revised Code for the purpose of purchasing services or supplies; and

WHEREAS, Omnia Partners is a nonprofit cooperative purchasing consortium that can expand the purchasing base for the City and thereby create leverage and economies of scale that the City cannot create independently; and

WHEREAS, the roof of the Service Garage is 50 years old and in need of replacement, staff recommends that the City bid a replacement roof through Omnia Partners; and

WHEREAS, Omnia Partners has entered into a professional services agreement with Garland Company to provide supplies and management services to members of Omnia Partners.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to participate in the Omnia Partners Cooperative and is authorized to purchase products and services through their vendors.

Section 2.

The City Manager is hereby authorized to purchase a replacement roof from Garland Company at a total project cost not to exceed \$300,000.

Section 3.

The sum of \$150,000 is hereby set aside and appropriated in the Service Center Fund, account number 610.127.54500 for this project.



Section 4.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date, therefore this measure shall take effect and be in force from and after its passage.

Passed: April 6, 2021

Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

# OMNIA<sup>®</sup>

PARTNERS



## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-


procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY,  
A DELAWARE CORPORATION D/B/A  
OMNIA PARTNERS, PUBLIC SECTOR  
AND/OR COMMUNITIES PROGRAM  
MANAGEMENT, LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY D/B/A  
U.S. COMMUNITIES**



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Sarah E. Vavra

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title and Agency Name

Sr. Vice President, Public Sector Contracting

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ORDINANCE NO. 6909

AN ORDINANCE APPROVING A MAJOR CHANGE TO THE DEER VALLEY PLANNED RESIDENTIAL (PR) DEVELOPMENT LOCATED ON CITY LOTS, PARCEL IDS K45302612 0002, K45302612 0092, AND K45302612 0003 ALONG BENNER ROAD AND TO APPROVE THE COMPANION PRELIMINARY DEVELOPMENT PLAN FOR THE DEER VALLEY PLANNED RESIDENTIAL SUBDIVISION.

WHEREAS, the agent of the owner of city lots, parcel IDs K45302612 0002, K45302612 0092, and K45302612 0003 has filed an application with the City of Miamisburg Development Department to approve a major change to the Deer Valley Planned Residential (PR) Subdivision, which was originally approved by City Council with Ordinance 6800; and

WHEREAS, the City of Miamisburg Planning Commission has reviewed the requested major plan change in accordance with the provisions set forth in the City Charter and the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission has found the proposed preliminary development plan to be consistent with the requirements and standards of the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission has found that the proposed preliminary development plan is in conformance with the City of Miamisburg Comprehensive Plan; and

WHEREAS, City Council has reviewed the Planning Commission's recommendation on this matter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The major change to the "Deer Valley" Preliminary Development Plan, originally approved as a part of Ordinance 6800, for the area of the City located on City Lots, K45302612 0002, K45302612 0092, and K45302612 0003, such parcels shown on "Exhibit A", attached hereto and made a part thereof, is hereby approved.

Section 2.

The Preliminary Development Plan, which constitutes the major change to the "Deer Valley" Planned Residential Development, as shown in "Exhibit B", attached hereto and made a part thereof, is hereby approved.

Section 3.

The Preliminary Development Plan Report for the Deer Valley Planned Residential Development, shown in "Exhibit C" attached to this Ordinance and incorporated herein, is hereby approved.

Section 4.

This major change does not void the approval of the final development plan and record plan for Phase 1 of the Deer Valley planned residential development, which was approved by City Council at the October 6, 2020 meeting.

Section 5.

The Zoning Map is subsequently amended, attached to and made a part of Ordinance No. 2712 is hereby amended to reflect the foregoing rezoning classification contained herein and the City Manager is authorized and directed to cause said rezoning to be reflected on the Zoning Map.

Section 6.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: July 20, 2021

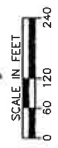
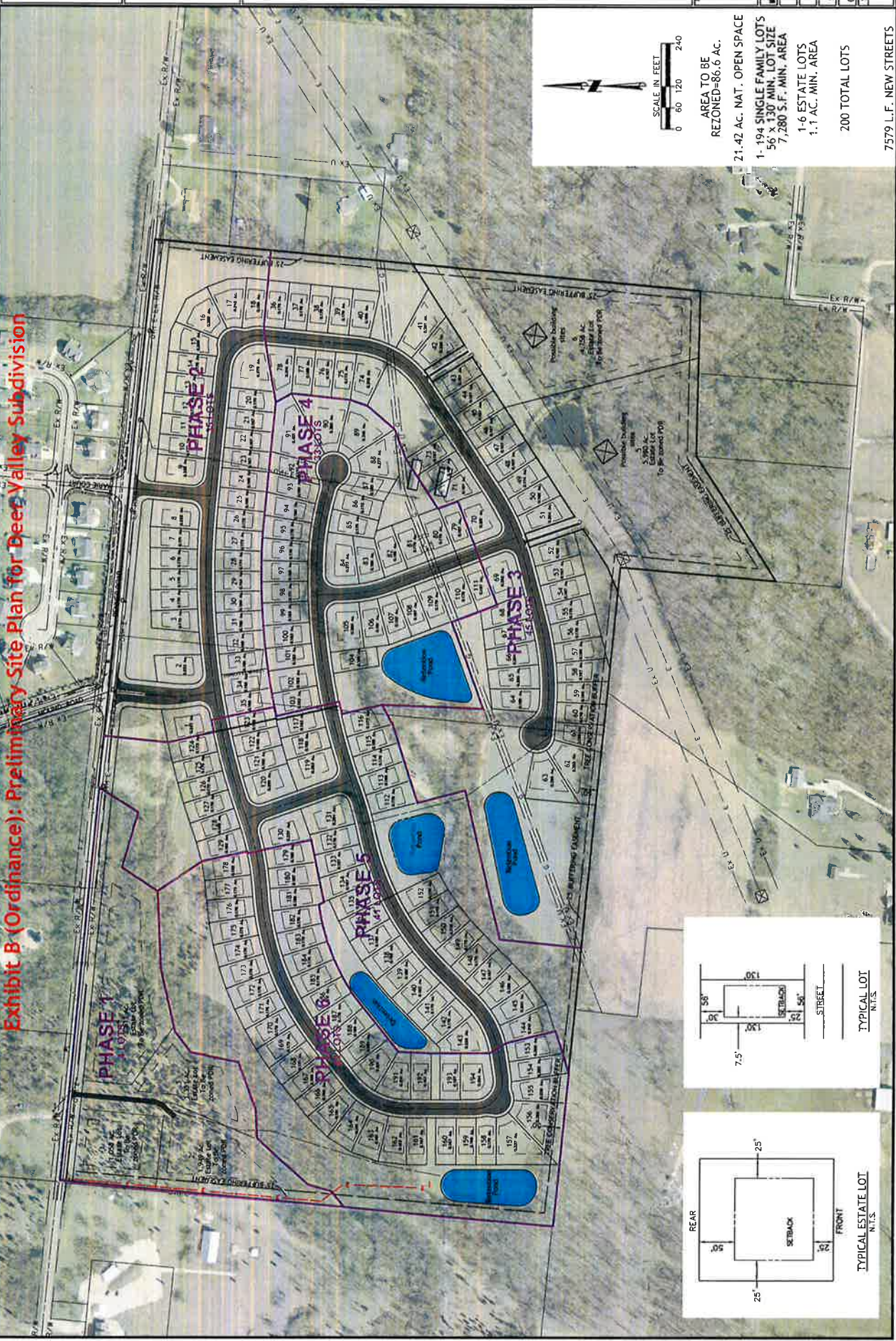
Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

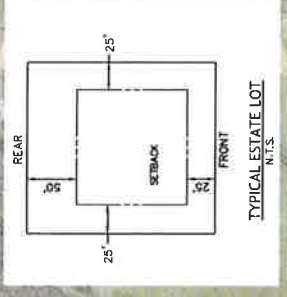
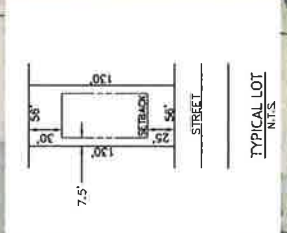
**Exhibit A (Ordinance) - Location map of Deer Valley Subdivision**



**Exhibit B (Ordinance): Preliminary Site Plan for Deer Valley Subdivision**



AREA TO BE REZONED=86.6 AC.  
21.42 AC. NAT. OPEN SPACE  
1- 194 SINGLE FAMILY LOTS  
56' x 130' MIN. LOT SIZE  
7,280 S.F. MIN. AREA  
1-6 ESTATE LOTS  
1:1 AC. MIN. AREA  
200 TOTAL LOTS  
7579 L.F. NEW STREETS







## **Ordinance #6909**

### **Exhibit C**

*Preliminary Development Plan Report – Deer Valley Planned Residential Development (Major Change)*

**Planned Residential District**  
 Deer Valley Preliminary Development Plan  
 Benner Road, Miamisburg Ohio  
 May 2021

**SECTION 1 – PURPOSE**

The purpose of this PUD is to allow the developer to work with the City of Miamisburg to design a neighborhood focused development that will include Neighborhood Lots which will include both (empty nester targeted patio homes and traditional family homes) and up to six Estate lots. The development will create a significant amount of preserved open space and HOA maintained area for the enjoyment of the residents.

**SECTION 2 – PERMITTED USES**

- (a) The following principal uses are permitted in the Deer Valley Planned Unit Development District:
- (1) Single-family dwellings.
- (b) The following accessory uses are permitted in the Deer Valley Planned Unit Development District:
- (1) Garages, storage sheds, and other accessory structures compliant with the standards of Chapter 1289 of the Miamisburg Planning and Zoning Code for the exclusive use of residents for the Deer Valley Planned Unit Development

**SECTION 3 – AREA REQUIREMENT**

The Deer Valley Planned Unit Development consists of +/-86.6 acres of land with the following breakdowns:

- 68.8 Acres Single Family Developed Area (Neighborhood Lots)
  - 21.42 Acres of which is Open Space (commonly-owned)
- 17.8 Acres of Estate Lots
- 3.4 acres of buffering easements on private property

**SECTION 4 – DENSITY REQUIREMENT**

The Deer Valley Planned Unit Development may contain up to 194 Neighborhood Lots and 6 estate homes, which will result in the following residential densities:

<b>Portion of Site</b>	<b>Total Area</b>	<b>Residential Units</b>	<b>Units per acre</b>
Neighborhood	68.8 acres	194	2.82
Estate Lots	17.6 acres	6	0.34
<b>Entire Site</b>	<b>~86.6 acres</b>	<b>200</b>	<b>2.3</b>

**SECTION 5 -DEVELOPMENT STANDARDS**

(a) **Site Design:**

The proposed site design will include 194 neighborhood lots and 6 estate lots spread over +/-86.6 acres of land. The development will include a mixture of single- and two-story homes and will incorporate +/- 21.2 acres of common open space and 3.4 acres of buffer/tree conservation easements along the perimeter of the development. Access will be provided by two access points off Benner Road. The estate lots along Benner Road will be accessed from a separate private access point, which will require review and approval by the City Engineer prior to construction.

*Refer to Exhibit 1 – Preliminary Site and Phasing Plan – attached to this Planned Residential Development document and incorporated herein.*

(b) **Lot Requirements:**

The lot requirements for the Deer Valley PUD are as follows:

- a. Minimum lot area (neighborhood lots): 7,280 square feet
- b. Minimum lot area (estate lots): 1 acre
- c. Minimum lot frontage (neighborhood): 56 feet (Exceptions for cul-de-sac lots per the City of Miamisburg Zoning Ordinance)
- d. Minimum lot frontage (estate lots): 80 feet (Exceptions for flag lots, which may have a minimum frontage of 40')

(c) **Yard Requirements:**

The following yard requirements shall apply to all principal structures built on the Neighborhood Lots within the Deer Valley PUD:

<b>Yard</b>	<b>Minimum Yard Depth</b>
Front	25 feet, open (on three sides) front porches may be within 20' of the front property line subject to the provisions of Chapter 1289 of the Planning and Zoning Code.
Side	7.5 feet minimum, 15' total between principal structures*
Rear	30 feet*

\*The setback requirement increases to 50 feet on the lots that directly abut the perimeter of the development. Within this 50' setback, the 25' nearest the adjoining property line are designated as a buffer/tree conservation easement, which are further regulated in the "Open Space and Buffer Yards" section below. The remaining 25' may be used as standard yard area.

The following setback requirements shall apply to all principal structures built on the six estate home lots within the Deer Valley PUD:

Yard	Minimum Yard Depth
Front	25 feet, open (on three sides) front porches may be within 20' of the front property line subject to the provisions of Chapter 1289 of the Planning and Zoning Code*
Side	25 feet*
Rear	50 feet, open (on three sides) covered rear patios and decks may be located within 37.5' of the rear property line subject to the provisions of Chapter 1289 of the Planning and Zoning Code. Any such encroachments must be outside of riparian conservation easements.

\*The setback requirement increases to 50 feet on the Estate Lots that directly abut the perimeter of the development, including along Benner Road, except for open (on three sides) front porches, which may be within 40' of the front property line along Benner Road. Other than along Benner Road, within this 50' setback, the 25' nearest the adjoining property line are designated as a buffer/tree conservation easement, which are further regulated in the "Open Space and Buffer Yards" section below. The remaining 25' may be used as standard yard area.

(d) Structural Requirements:

Structural requirements for the Deer Valley PUD are as follows:

- (1) Maximum building height: 30 feet.
- (2) Minimum gross floor area (single-story): 1,200 square feet\*
- (3) Minimum gross floor area (two-story): 1,400 square feet\*

\*measurements are exclusive of basements and garages.

(e) Building Material Requirements:

Housing units within the Deer Valley subdivision shall be composed of quality architectural materials including brick, stone, wood or cement board siding. Vinyl siding will only be permitted in the gables and as trim material as appropriate. Where vinyl siding is utilized within the gable areas, such siding shall meet the following minimum specifications:

- (1) Siding types permitted: Clapboard, beaded, shake, board and batten, others (case-by-case review)
- (2) Prohibited siding types: dutchlap
- (3) Minimum gauge (thickness): 0.044"
- (4) Minimum projection: 5/8" (where applicable)
- (5) Other requirements: Fully rolled-over and reinforced nail hem
- (6) Insulation is strongly encouraged for both added rigidity and energy efficiency benefits.

*See Exhibit 2 – Sample Building Elevations and Floorplans for Neighborhood Portion of Deer Valley – attached to this Planned Residential Development Document and incorporated herein, for examples of the proposed building elevations and floorplans.*

(f) Landscaping Requirements:

(1) Lot Landscaping:

Each in-line lot will be provided with several shrubs and at least one Group A tree in compliance with Exhibits 2 and 4. Each corner lot will be provided with several shrubs and at least two Group A trees. The front yard of each lot will be fully sodded while the side and rear yards will be seeded.

*Refer to Exhibit 3 – Sample Lot Landscaping Packages for Neighborhood Portion of Deer Valley – attached to this Planned Residential Development document and incorporated herein. Also refer to Exhibit 4 – Preliminary Landscaping and Buffering Plan – attached to this Planned Residential Development document and incorporated herein.*

(g) Open Space and Buffer Yards:

Of the 21.42 acres of common open space areas being created, a total of 11 acres or 52% will remain undisturbed. The remaining open space consists of buffer yards, storm water retention ponds and other landscaped areas that will be maintained buy the Homeowners Association. In addition to these common open space areas, a total of 3.4 acres are proposed to be designated as tree/buffer conservation areas along the perimeter of the development, which will be located on private property.

Landscape buffer yards are to be built along Benner Road and along the western and eastern boundary per the attached landscaping plan, labeled Exhibit D - Landscaping and Buffering Plan attached to this Planned Residential Development Document and incorporated herein. In addition to these common open space areas, a total of 3.4 acres of land are proposed to be designated as tree/buffer conservation areas along the perimeter of the development, which will be located on private property. These areas will be comprised of the 25' nearest the perimeter lines of the development on the east, south and west sides of the development. Owners of these lots will be permitted to install fences, small sheds (equal to or less than 200 sq. ft. in size) where permitted and remove dead, invasive and diseased trees from within this conservation easement. Any removal of vegetation will require the installation of similar vegetation that will provide a similar level of screening as the current natural vegetation.

*Refer to Exhibit 4 – Preliminary Landscaping and Buffering Plan – attached to this Planned Residential Development document and incorporated herein. Also refer to Exhibit 5 – Preliminary Open Space Plan – attached to this Planned Residential Development document and incorporated herein.*

(h) Parking Requirements:

Each home will have space for a minimum of four off street parking spaces consisting of a two-car garage and at least two driveway spaces. Street parking will be permitted as regulated by the City of Miamisburg on residential streets. Each dwelling is required to provide at least two (2) off-street parking spaces.

- (i) Signs:  
The RPUD will have two permanent ground mounted monument signs adjacent to each entry off Benner Road. The signs will not exceed 6 feet in height, will be constructed on a stone base and will not exceed 24 square feet in total signage. Each permanent entryway sign will be provided with landscaping beneath the sign meeting the standards of Chapter 1293 of the Miamisburg Planning and Zoning Code. Temporary signage will include marketing signs (not to exceed 4' x 8') at the entryways, individual lot signs (not to exceed 2' x 3') on each lot, and model home identification sign package at the model home. All temporary signage will be removed upon completion of all homes being built.
- (j) Other Requirements:  
(1) Fences. Chain-link fences and similar woven-wire fences are prohibited. Refer to Chapter 1289 of the Miamisburg Planning and Zoning Code for other applicable fence requirements.  
(2) Other Standards. Any standards not specifically regulated herein shall be subject to the Codified ordinances of the City of Miamisburg and any other applicable guiding documents.
- (k) Site Lighting:  
Each home will have mounted light fixtures by each entry door and the garage door. In addition, the Neighborhood lots will have a private post light within the front yard. Post lamps will also be provided at the two entrances to the development. Public street lights are not anticipated within the development, unless required by the City Engineer except at the primary entrances to the site, where public post lamps will be provided.
- (l) Utilities:  
(1) Undergrounding. All Utilities to serve the Neighborhood Lots of the Deer Valley site will be located underground. Estate lots may be served from underground or overhead utilities as may be appropriate and feasible.  
(2) Domestic Water: Water service will be provided by either the City of Miamisburg or Montgomery County, as will be agreed upon during the finalization of the construction plans for this site.  
(3) Sanitary Sewer: Service to the traditional and patio home lots will be provided through the construction of a new pump station to be located in the southwest corner of the development. The Estate Lots can either pump/drain to the infrastructure within Deer Valley to also utilize this pump station, or install septic systems as may be appropriate.  
(4) Storm Water: Storm water management has been designed in accordance with the City's and Montgomery County's standards. All wet basins will include fountains.
- (m) Mail Delivery:  
The location of all cluster box units (CBUs) for combined postal delivery shall be as approved by the United States Postal Service and found acceptable by the City of Miamisburg. It is anticipated that the homes will be served by 16 compartment cluster boxes located on small easements in-between lots, scattered throughout the community. Developers will attempt to locate all boxes within a relative proximity of the homes they are intended to serve. All cluster boxes will be located behind the

sidewalk. The easement will be to the benefit of the Home Owners Association who will own the cluster box and be responsible for its maintenance.

Estate lots will be served as required by the City of Miamisburg Post Office.

(n) Phasing:

The Deer Valley Planned Residential Development will be built out in 9 phases. Those phases are broken down as follows:

- (1) Phase 1: Phase 1 will be comprised of four (4) estate lots in the northwest quadrant of the property. Refer to Exhibit 6 - Record Plan for Phase 1 of Deer Valley – attached to this document and incorporated herein for the general lot layout of Phase 1.
- (2) RESERVED.
- (3) RESERVED.
- (4) RESERVED.
- (5) RESERVED.
- (6) RESERVED.
- (7) RESERVED.
- (8) RESERVED.
- (9) RESERVED.
- (10) RESERVED.

Exhibit Summary:

Exhibit 1 – Preliminary Site and Phasing Plan

Exhibit 2 - Sample Building Elevations and Floorplans for Neighborhood Portion of Deer Valley

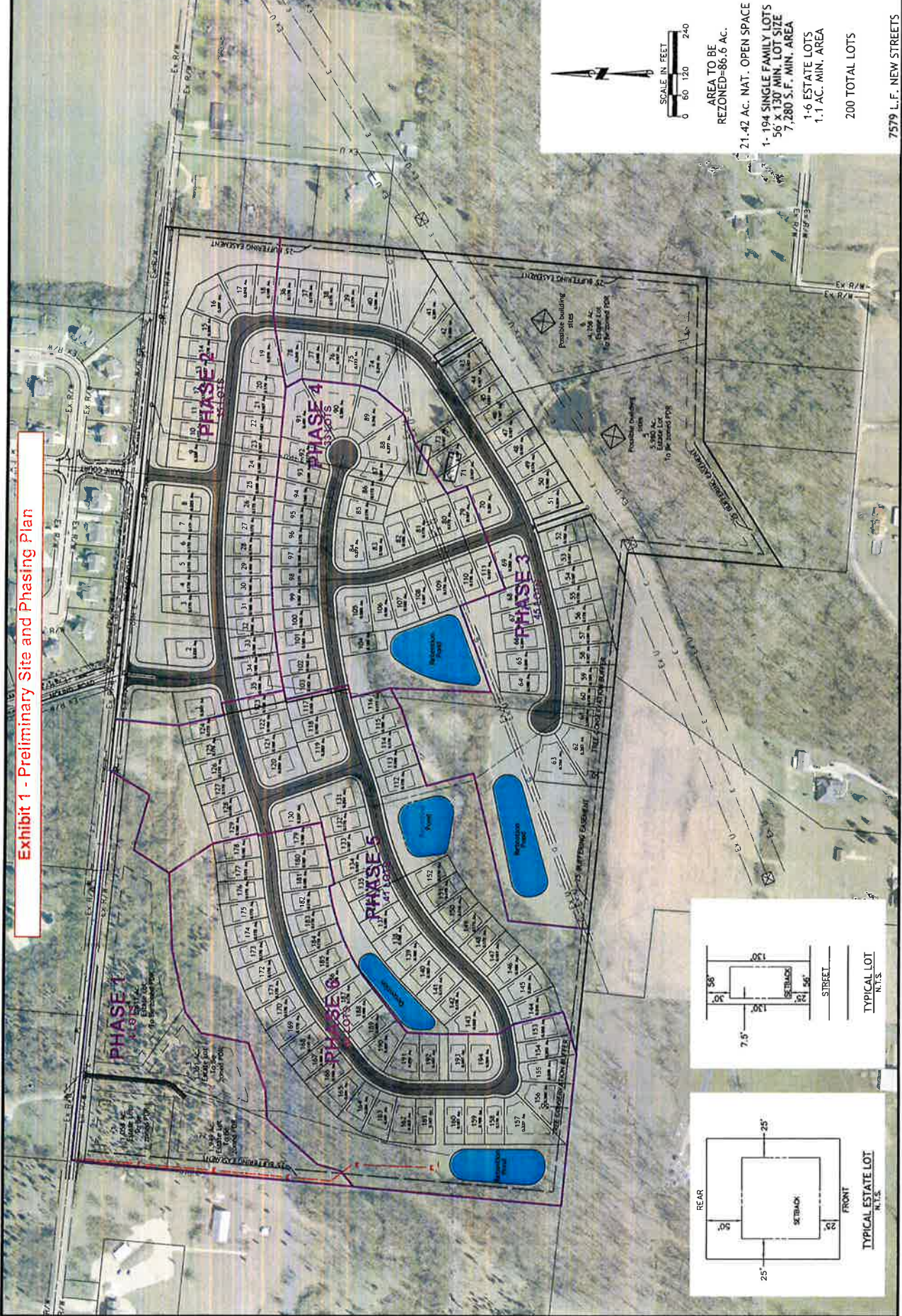
Exhibit 3 – Sample Lot Landscaping Packages for Neighborhood Portion of Deer Valley

Exhibit 4 – Preliminary Landscaping and Buffering Plan

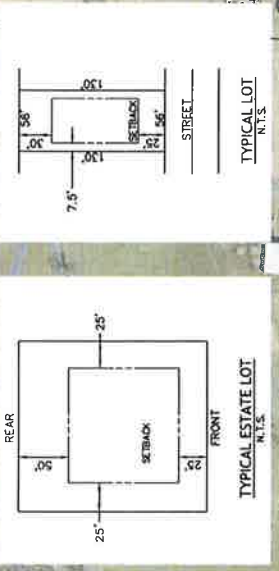
Exhibit 5 – Preliminary Open Space Plan

Exhibit 6 – Lot and Easement Layout for Phase 1 of Deer Valley (northwest estate lots)

**Exhibit 1 - Preliminary Site and Phasing Plan**



**AREA TO BE REZONED=86.6 AC.**  
**21.42 AC. NAT. OPEN SPACE**  
**1- 194 SINGLE FAMILY LOTS**  
**56 x 130' MIN. LOT SIZE**  
**7,280 S.F. MIN. AREA**  
**1-6 ESTATE LOTS**  
**1.1 AC. MIN. AREA**  
**200 TOTAL LOTS**  
**7579 L.F. NEW STREETS**

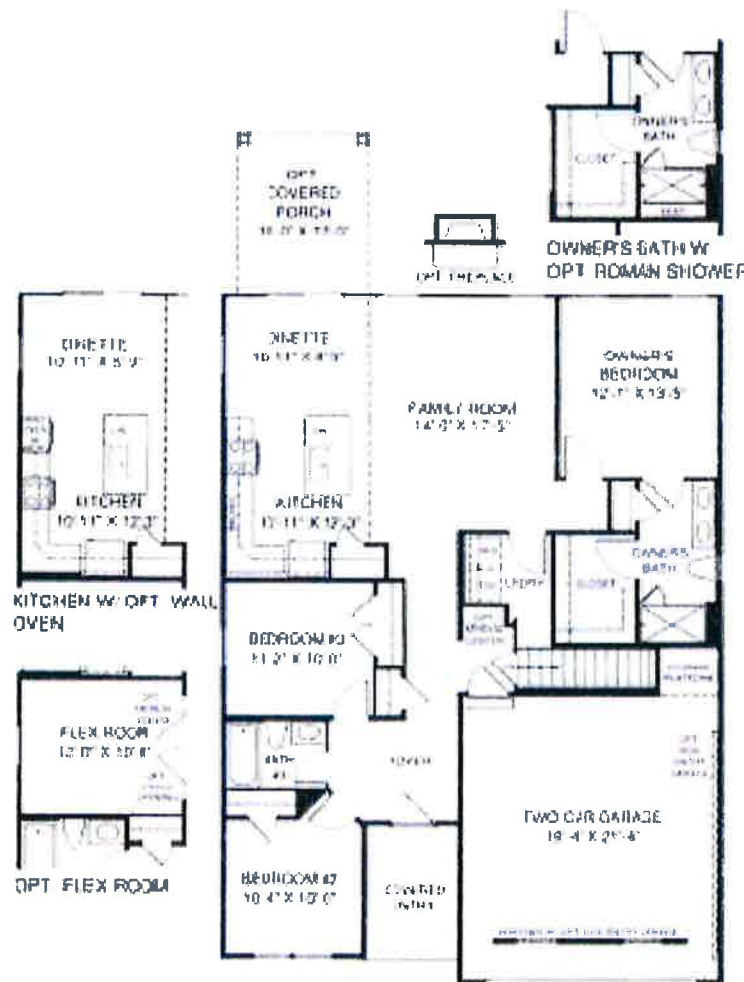




# ALBERTI RANCH



Exhibit 2 - Sample Building Elevations & Floorplans



OPTIONAL VIEW

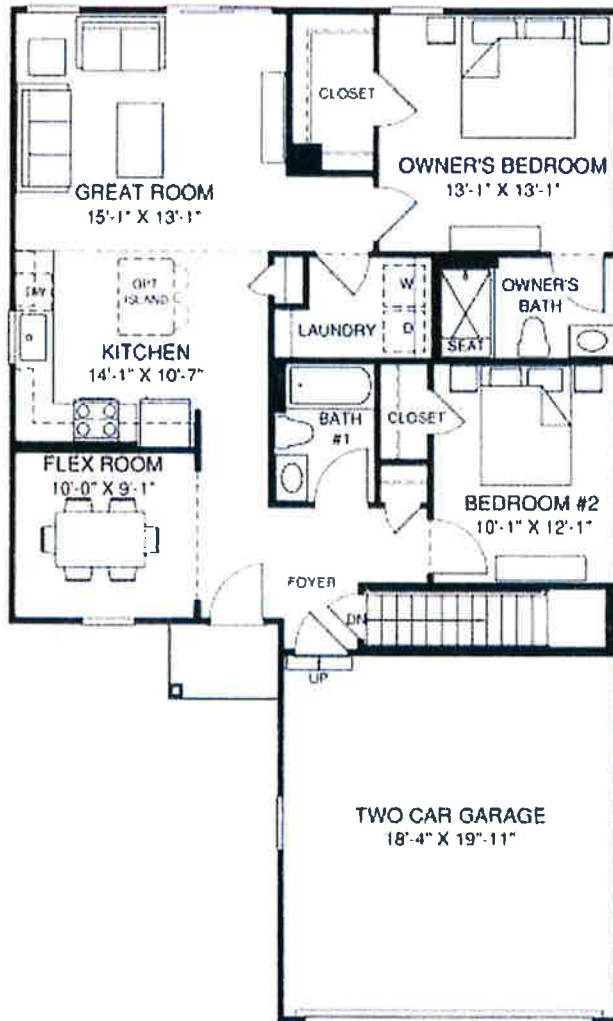
All dimensions furnished are approximate. Please contact your sales representative for detailed information.



Model # 2011-1011



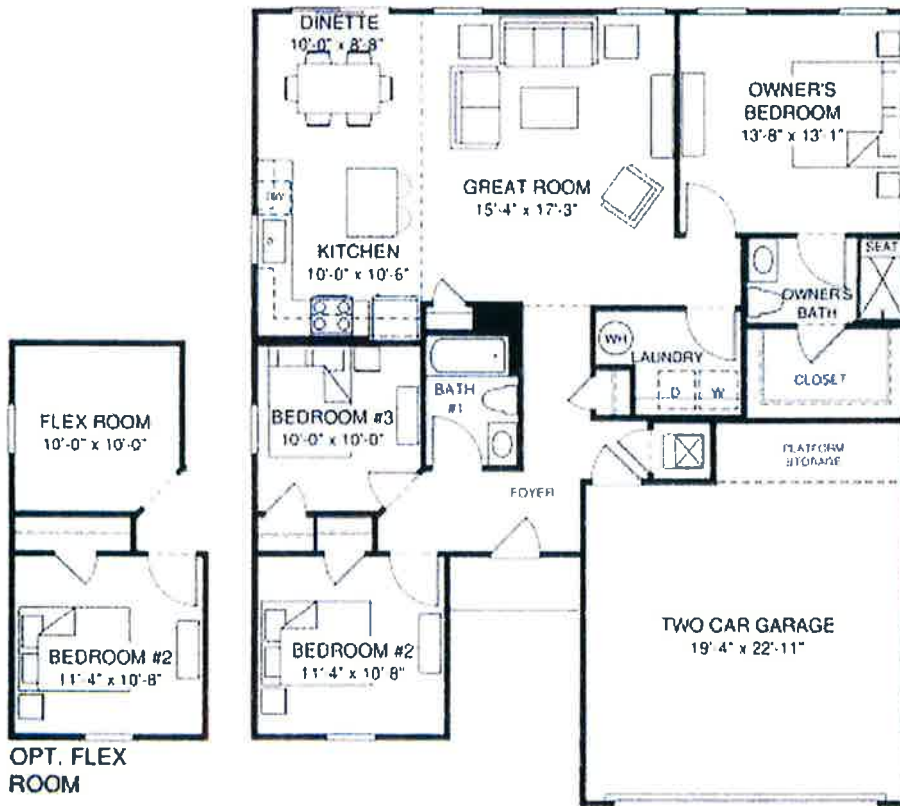
ARUBA



MAIN LEVEL



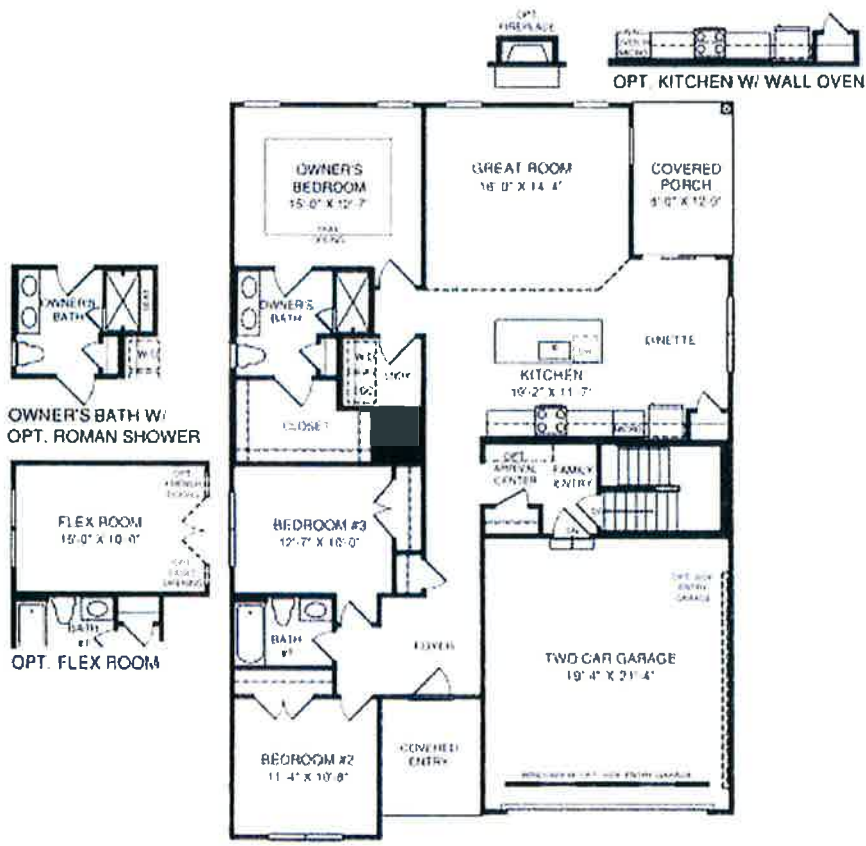
# BAHAMA



MAIN LEVEL



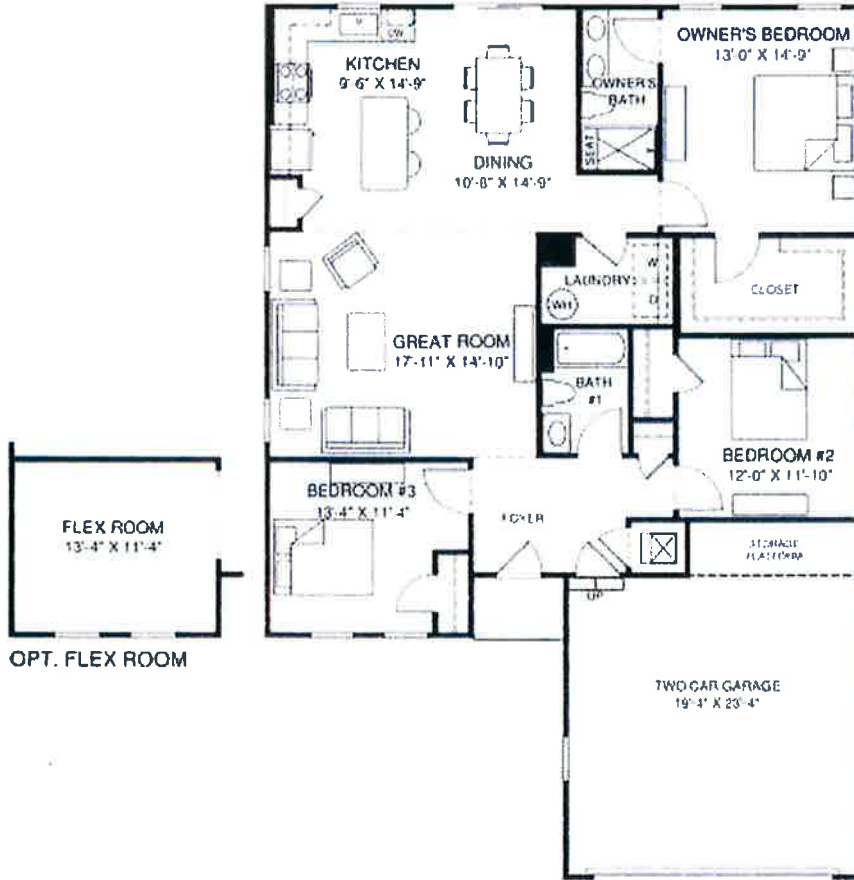
**BRAMANTE RANCH**



MAIN LEVEL



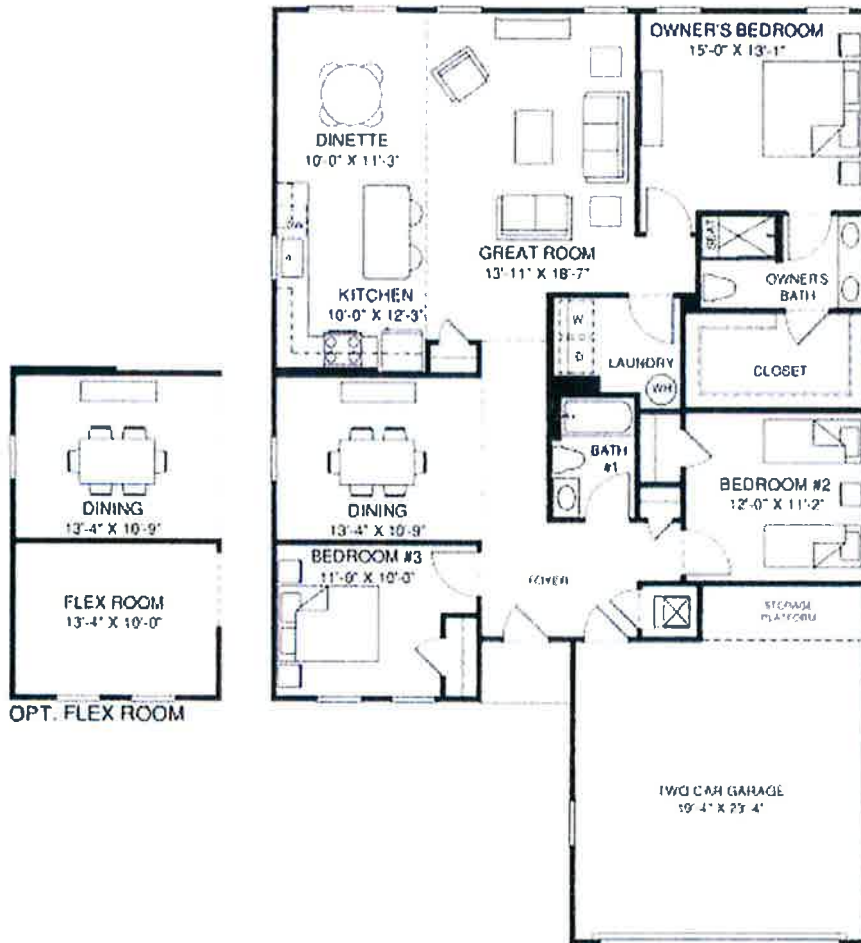
CAYMAN



MAIN LEVEL



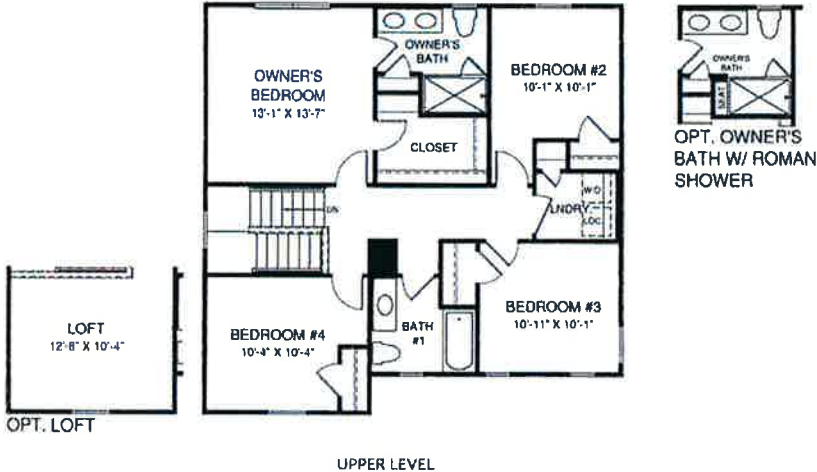
# DOMINICA



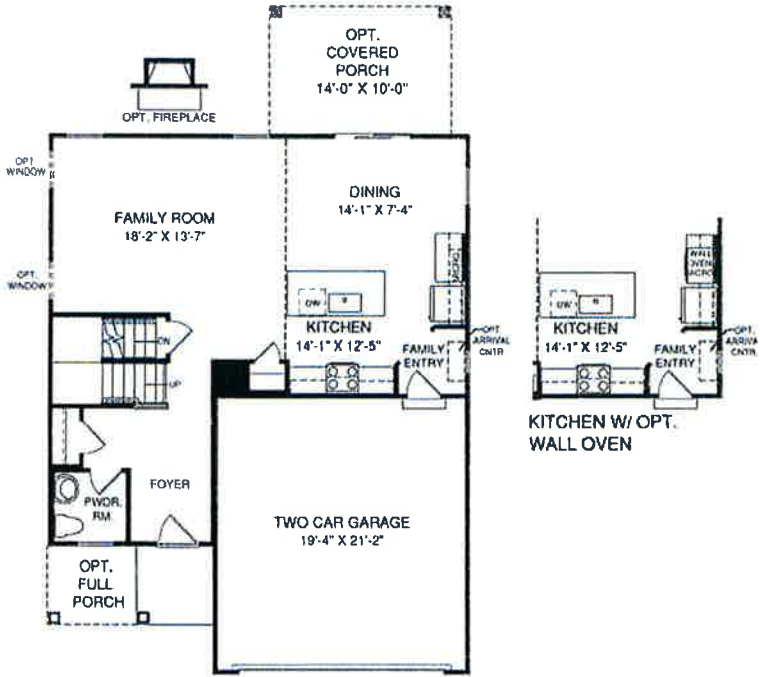
MAIN LEVEL



# ALLEGHENY



UPPER LEVEL



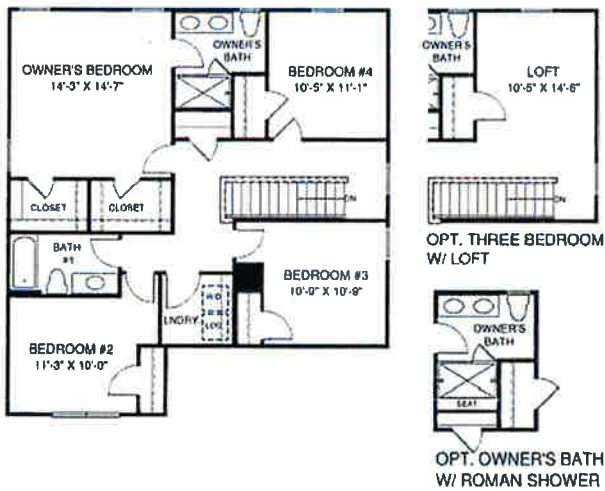
MAIN LEVEL

An optional finished basement is available. Please see brochure or online marketing material for details

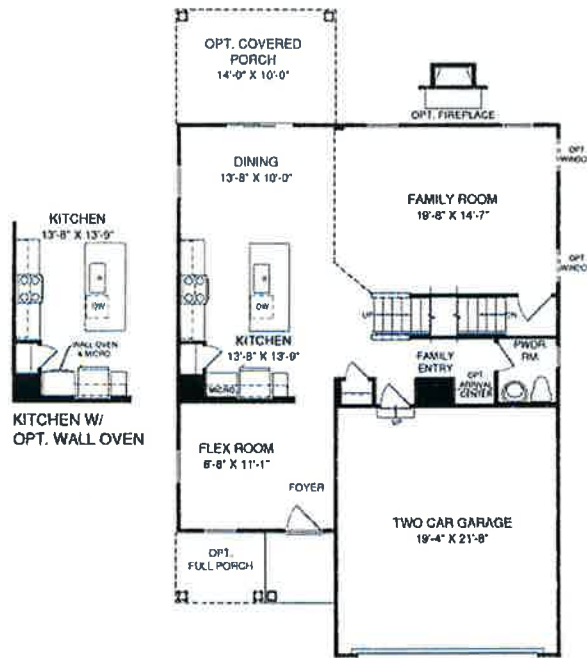


RY08 (ALLEGHENY) BSNTCRP1

# BALLENGER



UPPER LEVEL



MAIN LEVEL

An optional finished basement is available. Please see brochure or online marketing material for details.



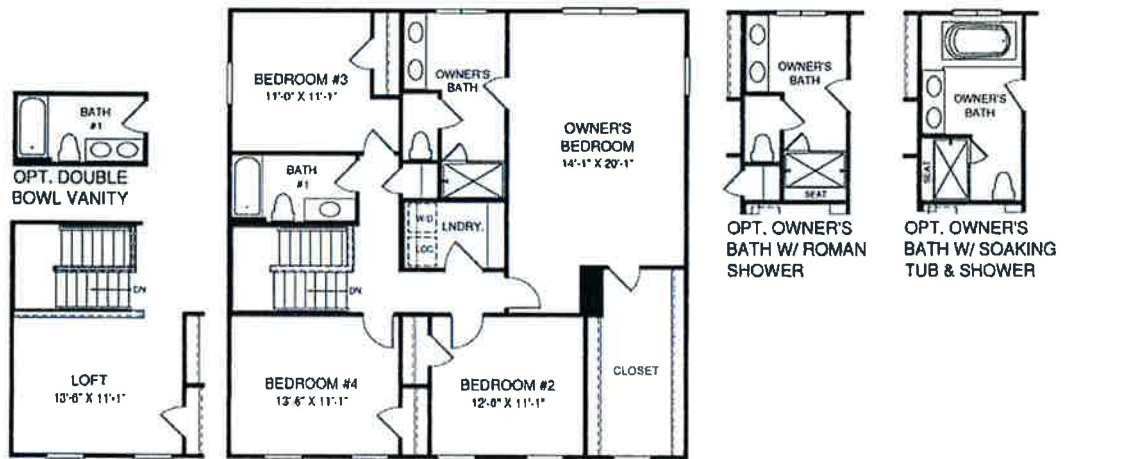


# COLUMBIA

ELEVATION K

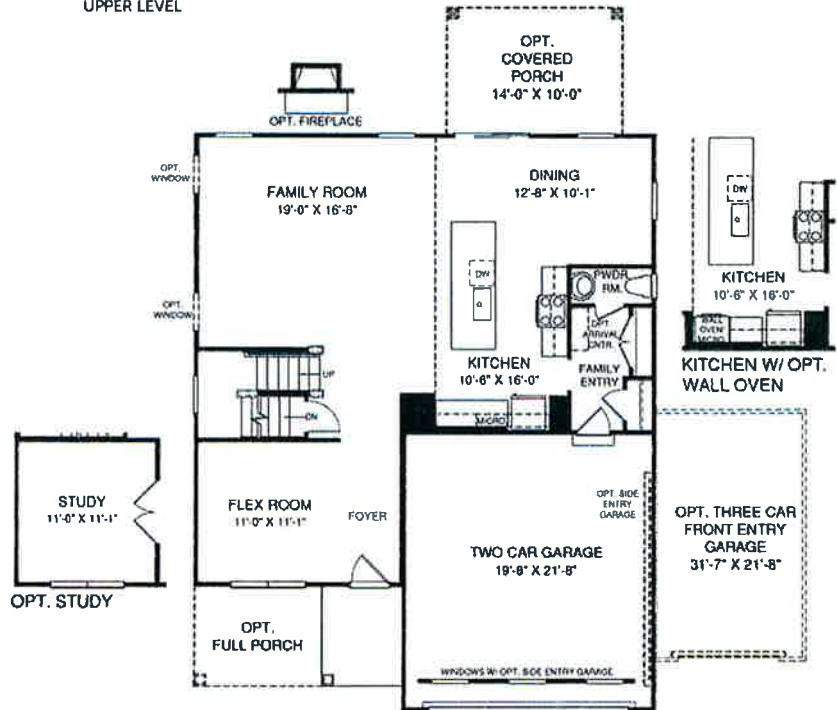


ELEVATION L



OPT. LOFT

UPPER LEVEL



MAIN LEVEL

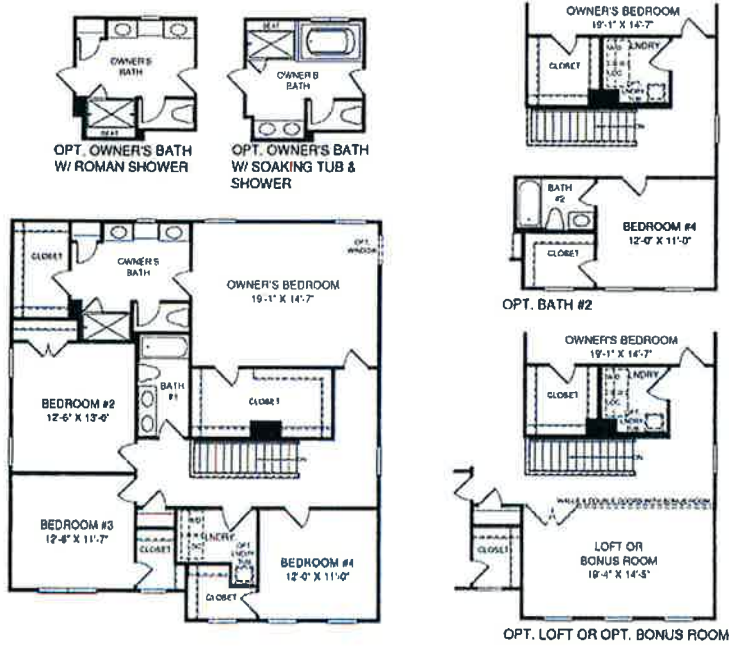
An optional finished basement is available. Please see brochure or online marketing material for details.



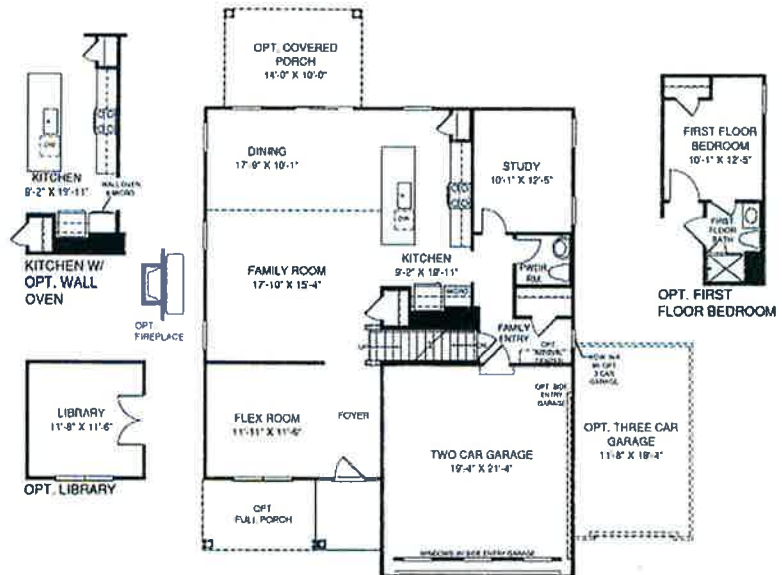
**Ryan**  
Homes

RY111KJ1409V41BSM4TCTPT

# HUDSON



UPPER LEVEL



MAIN LEVEL

An optional finished basement is available. Please see brochure or online marketing material for details



RY021M10706/01S0M1C377

# LEHIGH

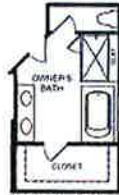
ELEVATION K



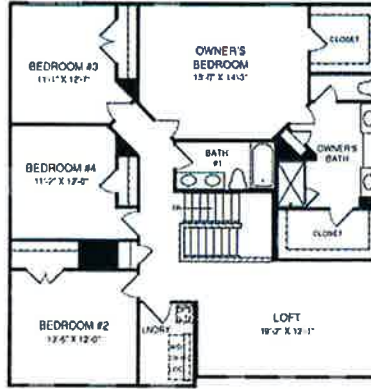
ELEVATION L



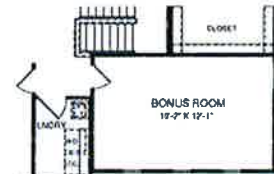
OPT. OWNER'S BATH W/ ROMAN SHOWER



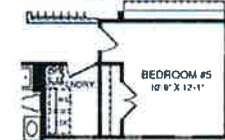
OPT. OWNER'S BATH W/ SOAKING TUB & SHOWER



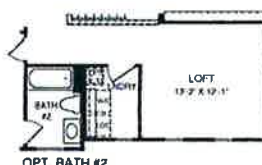
UPPER LEVEL



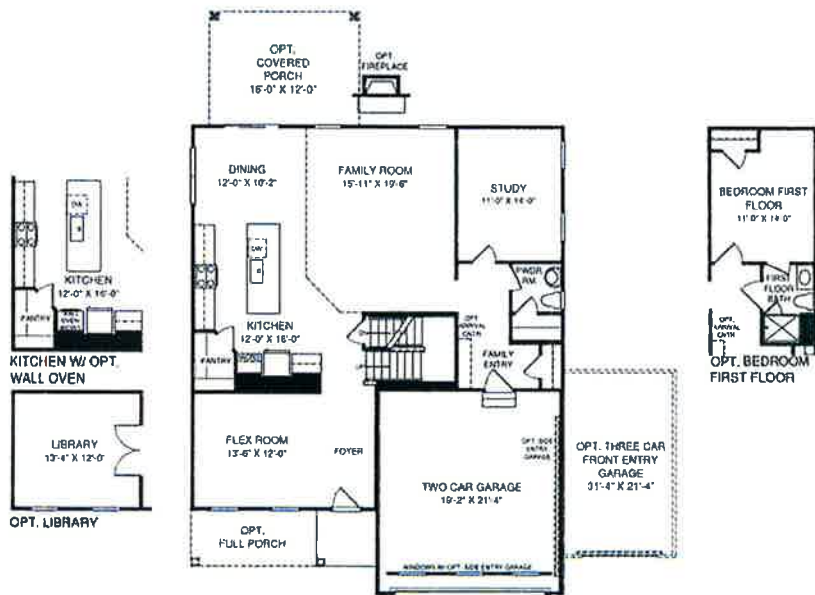
OPT. BONUS ROOM (N/A W/ OPT. BATH #2)



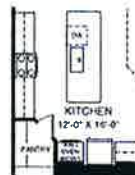
OPT. BEDROOM #5 (AVAILABLE W/ OPT. BATH #2 OR #1)



OPT. BATH #2



MAIN LEVEL



KITCHEN W/ OPT. WALL OVEN



OPT. LIBRARY



OPT. BEDROOM FIRST FLOOR



OPT. THREE CAR FRONT ENTRY GARAGE

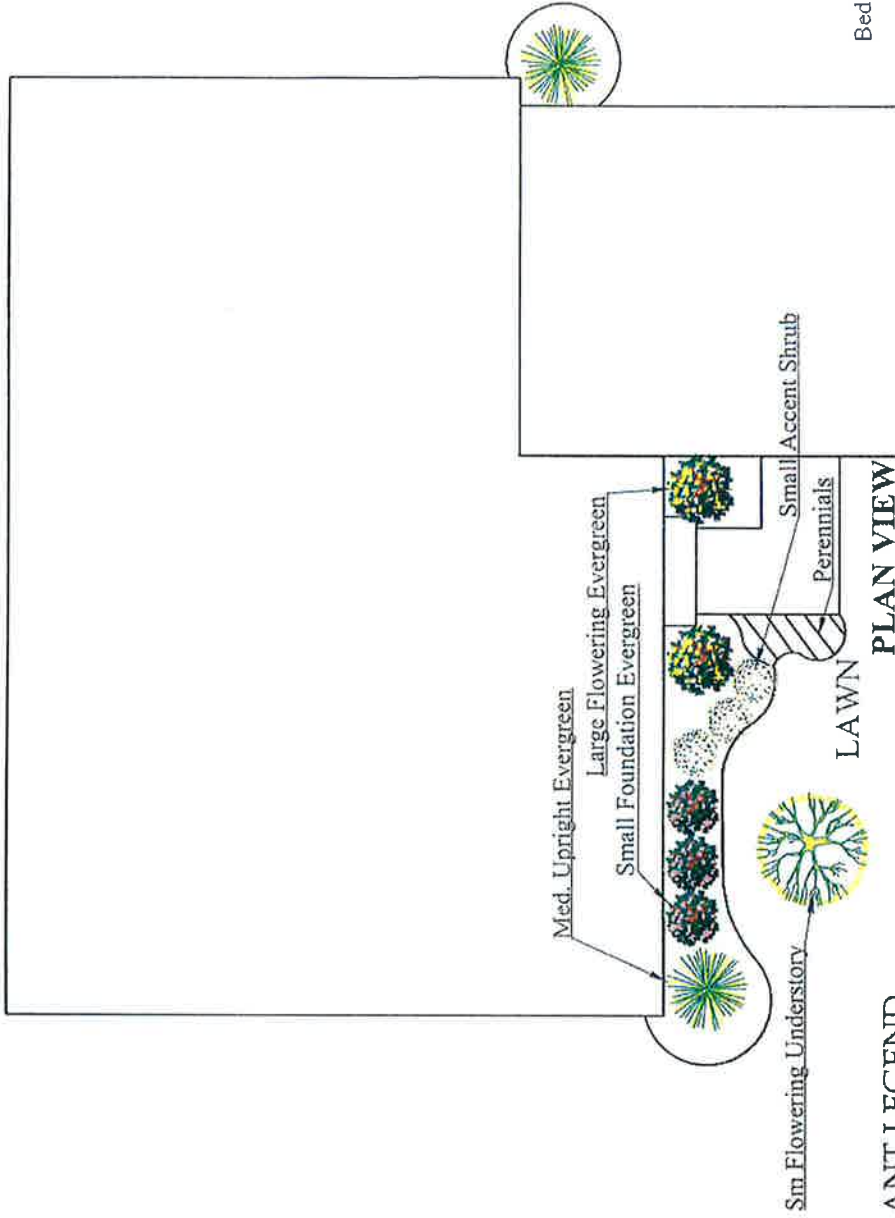
An optional finished basement is available. Please see brochure or online marketing material for details



RY0219LGH00V01B5M FCR1P



**Exhibit 3 - Sample Lot Landscaping Packages**



**PLANT LEGEND**

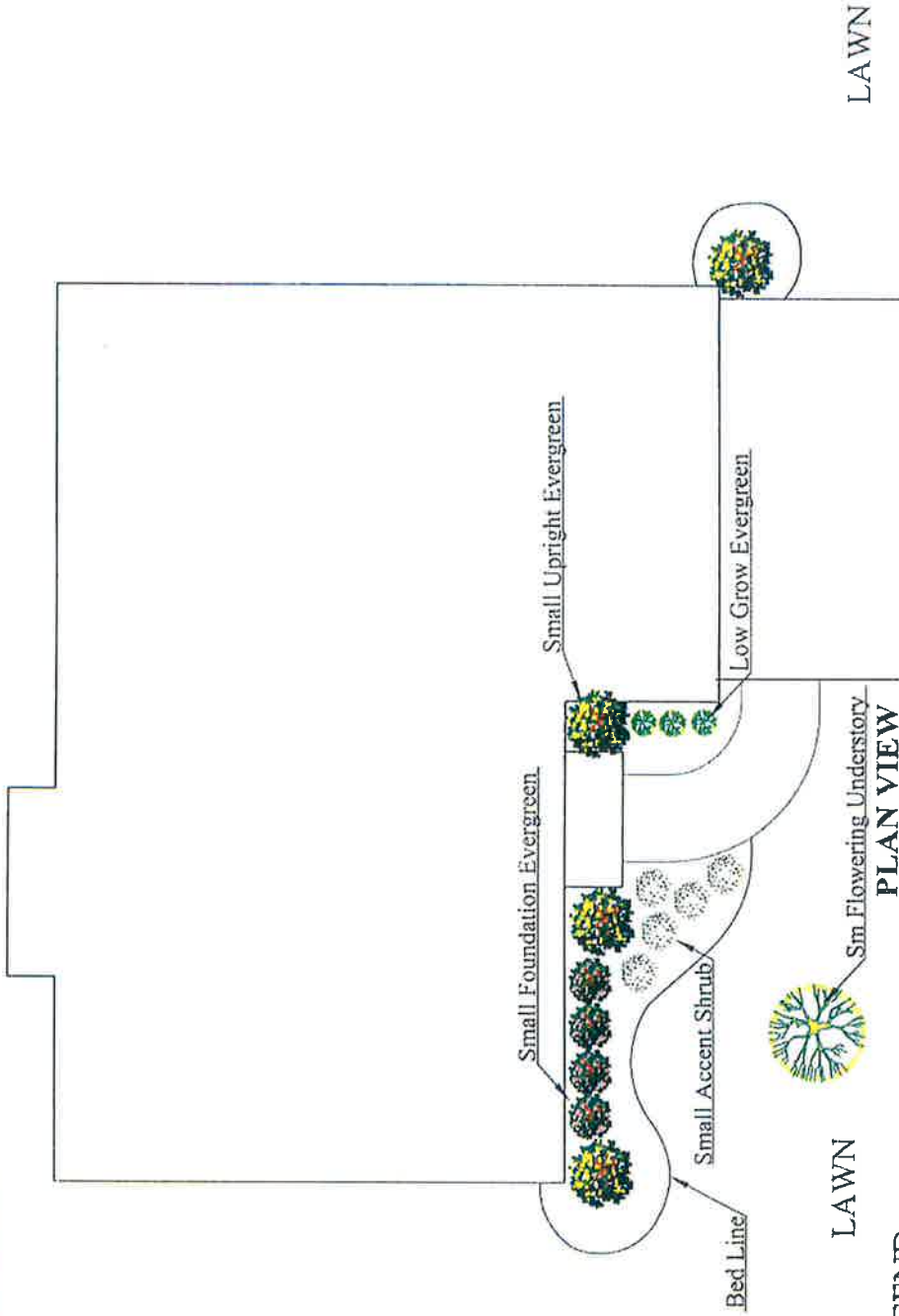
Description	Qty	Size
Large Flowering Evergreen	2	24-30" HT
Small Foundation Evergreen	3	18-24" HT
Small Accent Shrub	3	18-24" HT
Med Upright Evergreen	2	4-5' HT
Sm Flowering Understory	1	1.5-2" CAL (5-7 HT)
Perennials	5	1 GAL

**PLAN VIEW**

**NVR**

Project Name: \_\_\_\_\_  
 Designer: B.D.M.  
 Date: REV: 3/19/08

Scale: Not to Scale



LAWN

LAWN

**PLANT LEGEND**

Description	Qty
Small Foundation Evergreen	4
Small Accent Shrub	5
Low Grow Evergreen	3
Sm Upright Evergreen	4
Sm Flower Understory	1

Project Name:

**NVR**

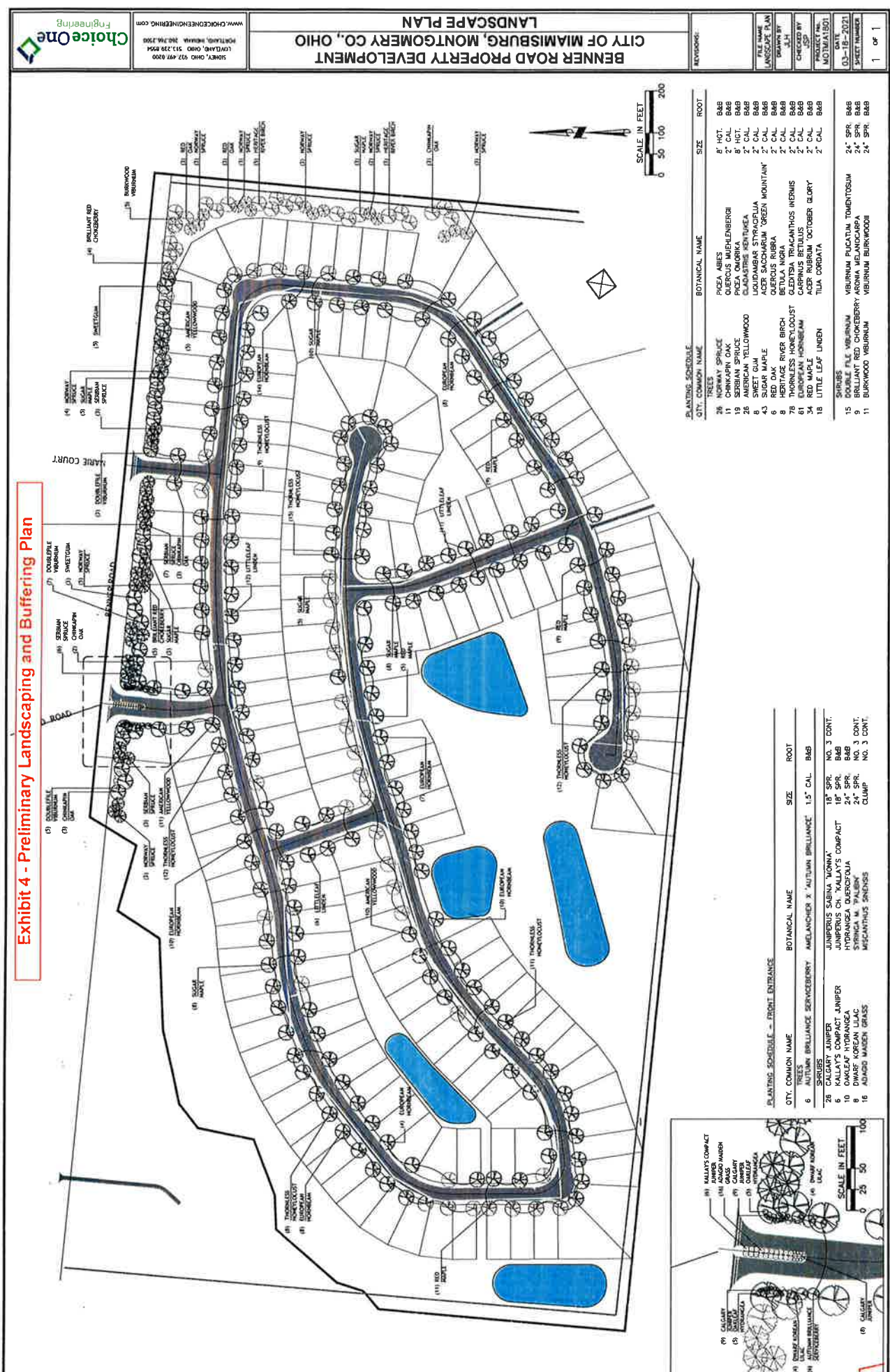
Designer: B.D.M.

Sheet Number:

Date: 12/19/07

Scale: Not to Scale

**Exhibit 4 - Preliminary Landscaping and Buffering Plan**



**PLANTING SCHEDULE**

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
78	PICEA SPRUCE	PICEA ABIES	8' HCT.	BAB
78	CHINKAPIN OAK	QUERCUS MUEhlenBERGII	2' CAL.	BAB
19	SERBIAN SPRUCE	PICEA OMORICA	8' HCT.	BAB
26	AMERICAN YELLOWWOOD	ELADOSTIS KENTUCKIA	2' CAL.	BAB
9	SWEET GUM	LIQUIDAMBAR STYRACIFLUA	2' CAL.	BAB
3	RED OAK	QUERCUS RUBRA	2' CAL.	BAB
6	HERITAGE RIVER BIRCH	BETULA NIGRA	2' CAL.	BAB
78	THORNLESS HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS	2' CAL.	BAB
34	RED MAPLE	CARPINUS BETULUS	2' CAL.	BAB
16	LITTLE LEAF LINDEN	TILIA CORDATA	2' CAL.	BAB
15	DOUBLE FILE VIBURNUM	VIORNUM PUCATUM TOMENTOSUM	24" SPR.	BAB
9	BURKWOOD VIBURNUM	VIORNUM MELANOCARPA	24" SPR.	BAB
11	BURKWOOD VIBURNUM	VIORNUM BURKWOODII	24" SPR.	BAB

**PLANTING SCHEDULE - FRONT ENTRANCE**

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	ROOT
6	SHRUBS	AMELANCHIER X ALTISSIMA BRILLIANCE	1.5' CAL.	BAB
28	CALGARY JUNIPER	JUNIPERUS SABINA 'MONNA'	18" SPR.	NO. 3 CONT.
6	KALAY'S COMPACT JUNIPER	JUNIPERUS CH. 'KALAY'S COMPACT'	18" SPR.	BAB
10	OAKLEAF HYDRANGEA	HYDRANGEA QUERCIFOLIA	24" SPR.	BAB
8	DWARF KOREAN LILAC	SYRINGA M. 'PALIBIN'	24" SPR.	NO. 3 CONT.
16	ASHOLD MAIDEN GRASS	MISCANTHUS SINENSIS	CLUMP	NO. 3 CONT.

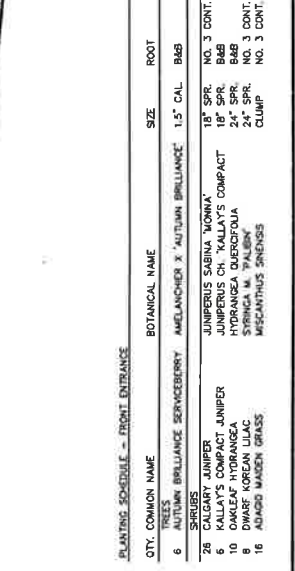
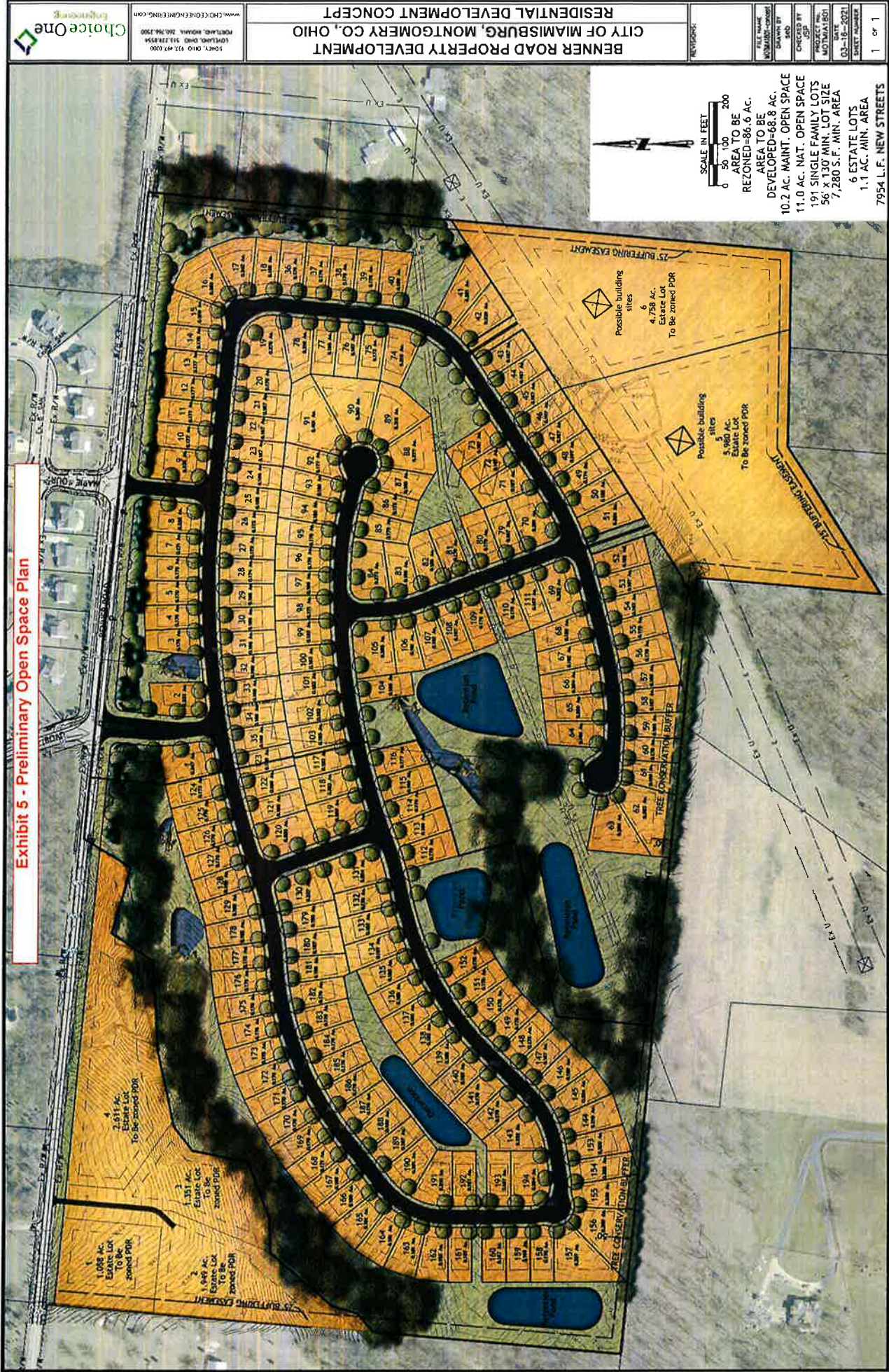


Exhibit 5 - Preliminary Open Space Plan



SCALE IN FEET  
 0 50 100 200  
 AREA TO BE REZONED=86.6 AC.  
 AREA TO BE DEVELOPED=68.8 AC.  
 10.2 AC. MAINT. OPEN SPACE  
 11.0 AC. NAT. OPEN SPACE  
 191 SINGLE FAMILY LOTS  
 56' x 130' MIN. LOT SIZE  
 7,280 S.F. MIN. AREA  
 6 ESTATE LOTS  
 1.1 AC. MIN. AREA  
 7954 L.F. NEW STREETS

FILE NAME	RESIDENTIAL-CONCEPT
DRAWN BY	SAO
CHECKED BY	SAO
PROJECT NO.	MONTMAMBI
DATE	02-19-2021
SHEET NUMBER	1 of 1

RECORD PLAN  
DEER VALLEY PHASE 1

BEING A TRACT OF VIRGINIA ELAINE GARRISON, DEBORAH DIANNE MYERS & EUGENE RICHARD KNIGHT AS DESCRIBED IN DEED M.F. 89-005807 OF PART OF LOT 7945 LOCATED IN SECTION 29, TOWN 2, RANGE 5 M.R.S. CITY OF MIAMISBURG, MONTGOMERY COUNTY, OHIO  
8.093 ACRES TOTAL

Exhibit 6  
Lot Layout for Phase 1 of Deer Valley (northwest estate lots)

PLAT AUTHORIZATION AND DEDICATION

VIRGINIA ELAINE GARRISON, DEBORAH DIANNE MYERS AND EUGENE RICHARD KNIGHT, THE OWNER OF THE LAND INCLUDED WITHIN THIS PLAT, HEREBY AUTHORIZE AND DEDICATE TO THE CITY OF MIAMISBURG, OHIO, THE EASEMENTS, RIGHTS AND INTERESTS HEREIN, AND KNOWN AS DEER VALLEY PHASE 1. FURTHERMORE, VIRGINIA ELAINE GARRISON, DEBORAH DIANNE MYERS AND EUGENE RICHARD KNIGHT DEDICATES THE ROAD RIGHT-OF-WAY AND RESERVES THE EASEMENTS AS SHOWN ON THIS PLAT TO THE PUBLIC USE FOREVER.

BY: VIRGINIA ELAINE GARRISON BY: DEBORAH DIANNE MYERS

BY: EUGENE RICHARD KNIGHT

STATE OF OHIO  
COUNTY OF MONTGOMERY, SS

BE IT REMEMBERED, THAT ON THE THIS DAY OF BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY CAME VIRGINIA ELAINE GARRISON OWNER, AND ACKNOWLEDGED THE SIGNING OF THIS INSTRUMENT TO BE HER VOLUNTARY ACT AND DEED AS OWNER AND THE VOLUNTARY ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC  
MY COMMISSION EXPIRES

STATE OF OHIO  
COUNTY OF MONTGOMERY, SS

BE IT REMEMBERED, THAT ON THE THIS DAY OF BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY CAME DEBORAH DIANNE MYERS OWNER, AND ACKNOWLEDGED THE SIGNING OF THIS INSTRUMENT TO BE HER VOLUNTARY ACT AND DEED AS OWNER AND THE VOLUNTARY ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC  
MY COMMISSION EXPIRES

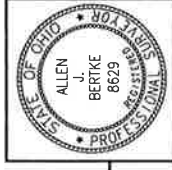
STATE OF OHIO  
COUNTY OF MONTGOMERY, SS

BE IT REMEMBERED, THAT ON THE THIS DAY OF BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY CAME EUGENE RICHARD KNIGHT, OWNER, AND ACKNOWLEDGED THE SIGNING OF THIS INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AS OWNER AND THE VOLUNTARY ACT AND DEED OF SAID OWNER.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC  
MY COMMISSION EXPIRES

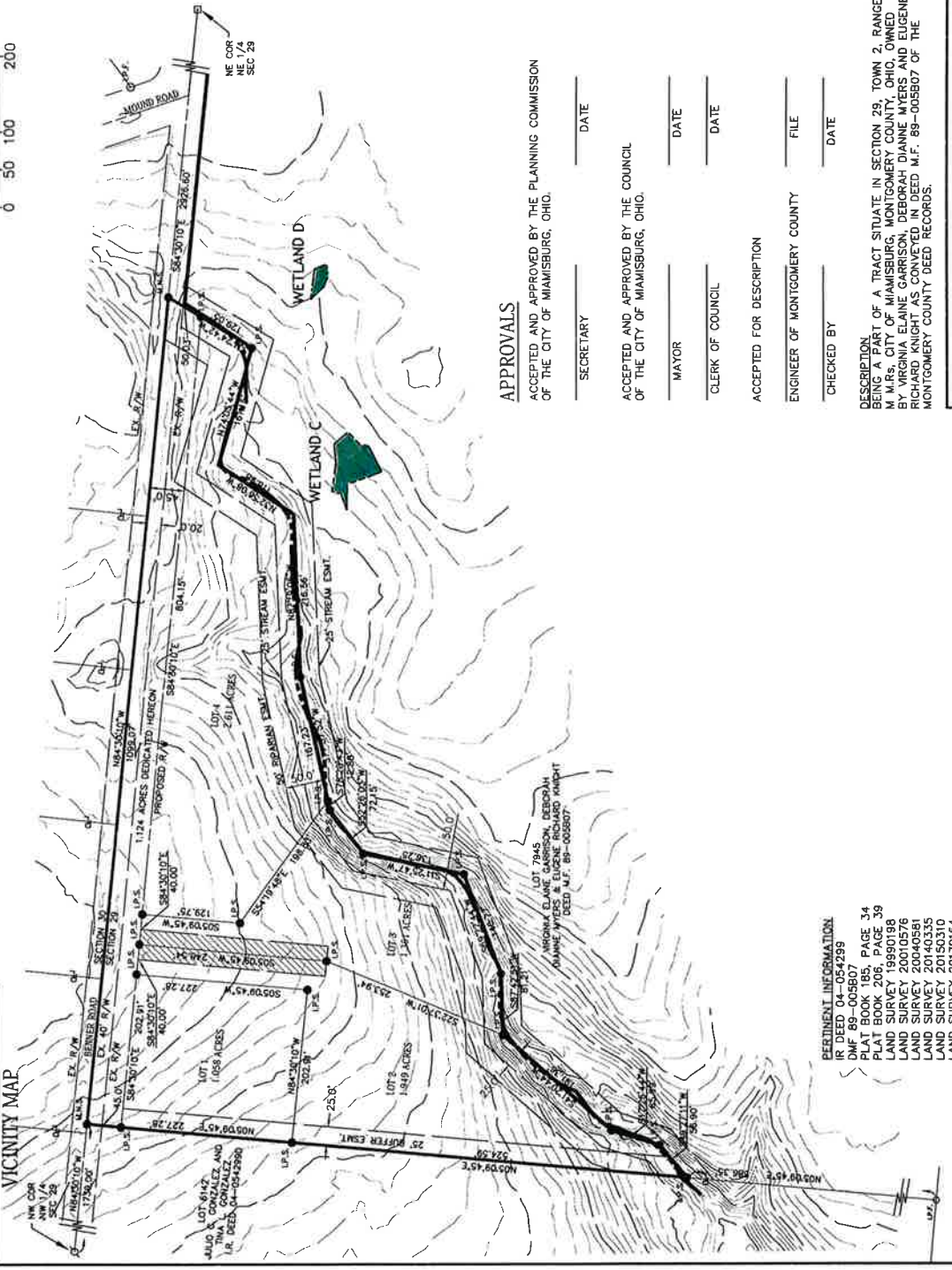
PREPARED BY:



DATE: 09-15-2020  
DRAWN BY: AJB  
JOB NUMBER: MIAMI1801  
SHEET NUMBER: 1 of 1

DESCRIPTION OF A TRACT SITUATE IN SECTION 29, TOWN 2, RANGE 5 M.R.S., CITY OF MIAMISBURG, MONTGOMERY COUNTY, OHIO, OWNED BY VIRGINIA ELAINE GARRISON, DEBORAH DIANNE MYERS AND EUGENE RICHARD KNIGHT AS CONVEYED IN DEED M.F. 89-005807 OF THE MONTGOMERY COUNTY DEED RECORDS.

ALLEN J. BERTKE, P.S. #8629 DATE



APPROVALS  
ACCEPTED AND APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MIAMISBURG, OHIO.

SECRETARY	DATE
ACCEPTED AND APPROVED BY THE COUNCIL OF THE CITY OF MIAMISBURG, OHIO.	
MAYOR	DATE
CLERK OF COUNCIL	DATE
ACCEPTED FOR DESCRIPTION	DATE
ENGINEER OF MONTGOMERY COUNTY	FILE
CHECKED BY	DATE

PERTINENT INFORMATION:  
IR DEED 04-054299  
DMF 89-005807  
PLAT BOOK 185, PAGE 34  
LAND SURVEY 20010576  
LAND SURVEY 20010576  
LAND SURVEY 20040581  
LAND SURVEY 20140335  
LAND SURVEY 20150310  
LAND SURVEY 20170164  
LAND SURVEY 20180188





## MEMORANDUM

To: Planning Commission  
From: Ryan Homs, City Planner  
Date: May 14, 2021  
**Re: Request for a major plan change to the preliminary plan of Deer Valley**

---

The Development Department has received a request to amend the previously-approved *Deer Valley* development along Benner Road near the intersection of Mound Road and Benner Road. The plan amendment makes the following changes to the plan:

- The internal circulation of the site is redesigned. This change results in a reduction in the amount of asphalt in the neighborhood.
- The eastern-most access point has been moved further to the west to line up with Kelly Marie Court across the street. This was discussed as an option during the original review and a condition was recommended at the time that the applicant study this as a possibility.
- The total number of housing units within the “neighborhood” portion of the development has been increased by 3 units, up to 194. The 6 estate lots remain the same, bringing the total unit count up to 200.

Per Section 1276.05(g)(1), any increase in density is considered a “major change” and must be reviewed under the preliminary approval steps.

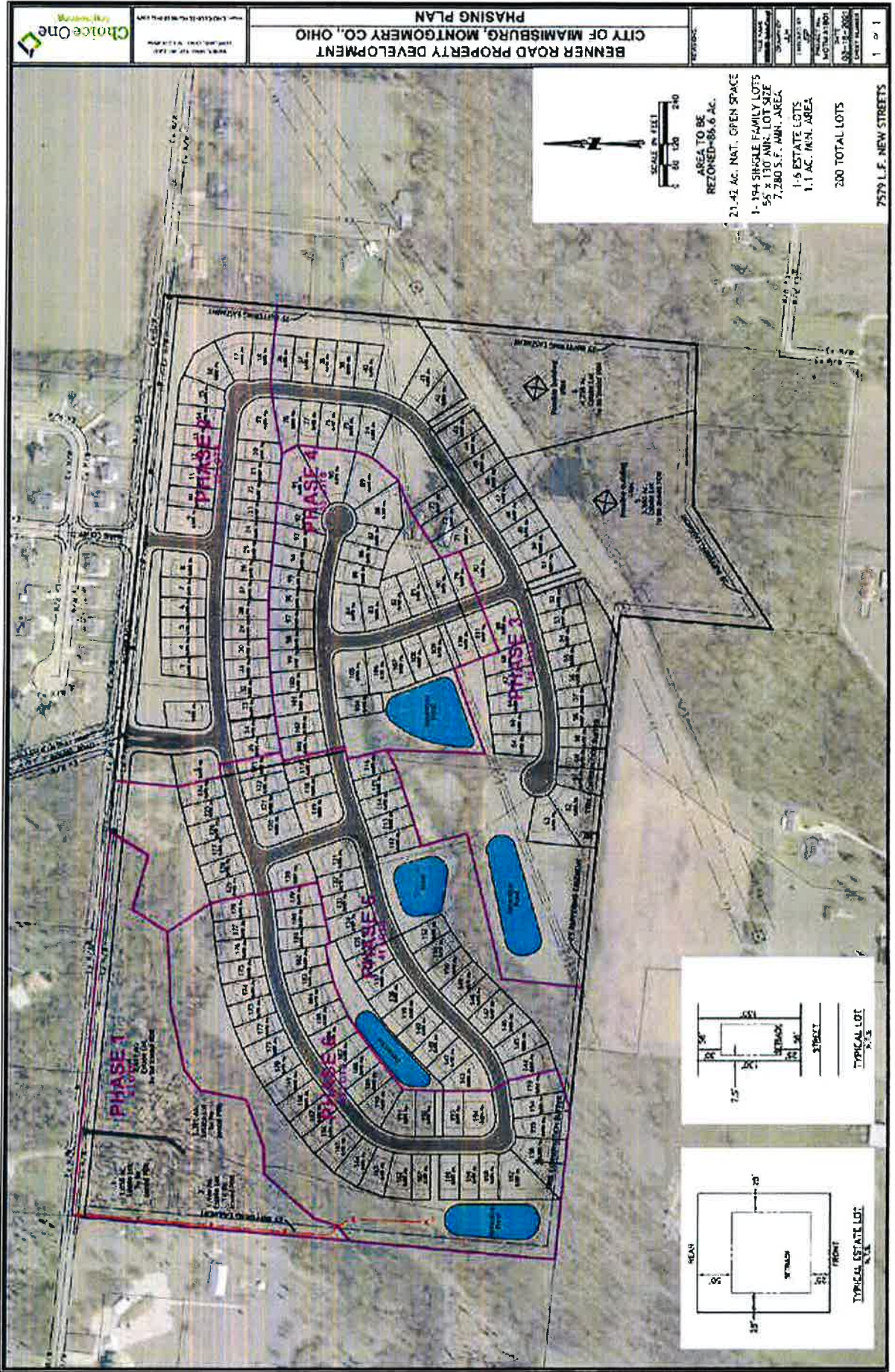
### Review Schedule:

City Council held their first reading on this item at their 4/6/2021 meeting, where they forwarded the ordinance to the Planning Commission for your review and comment. Following your proceedings on this matter, City Council will hold a second reading and a public hearing.

Aside from the addition of three units to the plan, the design of the site is not being substantially modified from what was approved in 2019.

The Preliminary site plan is on the following page.

Below: The current site plan for the property (Note: the record plan for phase 1 has already been approved)



Proposed Unit Counts and Density:

The proposed breakdown of the site is as follows:

Portion of Site	Total Area	% of Site	Residential Units	Units per acre
Neighborhood	68.8 acres (incl. 21.42 acres of open space)	79.4%	194	2.82
Estate Lots	17.6 acres	20.3%	6	0.34
Open Space (commonly-owned)	21.42 acres	24.7%	N/A	N/A
Entire Site	~86.6 acres	100%	200	2.31

Of the 68.8 acres of the “neighborhood” portion of the development, ~21.42 acres (31.1% of the neighborhood portion, 24.7% of the entire site) will remain commonly-owned.

Dwelling Types:

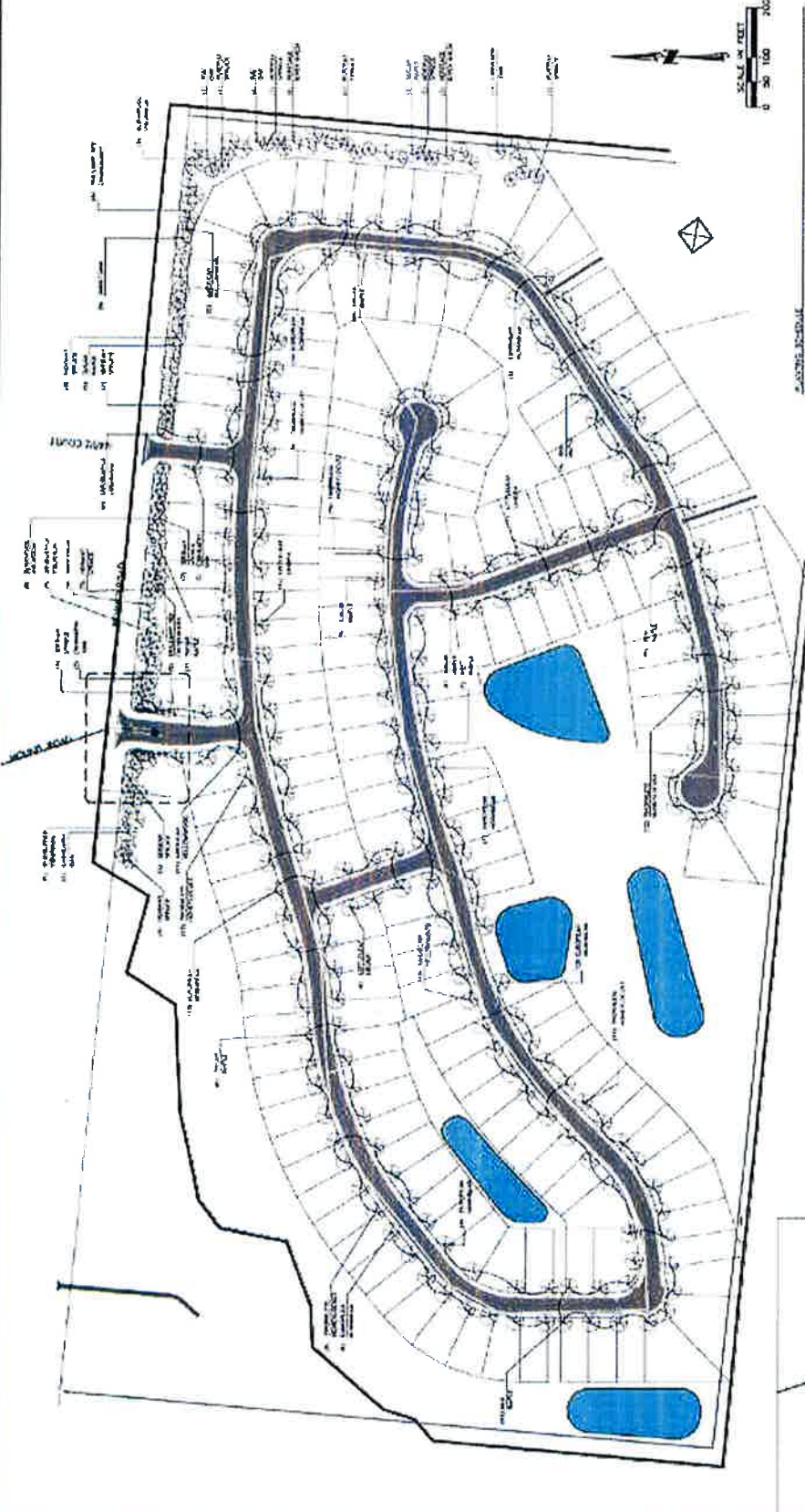
The proposed dwelling types have not been modified from the original approval. A mixture of two and single-story home are proposed. The square footages (exclusive of garages and basements) vary between ~1,200 square feet up to ~3,300 square feet.

The images below and on the following page depict some of the example housing unit types:



The updated landscaping/buffering plan is on the following page.

NO.	DATE	DESCRIPTION
1	11/15/11	PRELIMINARY
2	02/22/12	REVISED PER COMMENTS
3	04/11/12	REVISED PER COMMENTS
4	05/02/12	REVISED PER COMMENTS
5	05/02/12	REVISED PER COMMENTS
6	05/02/12	REVISED PER COMMENTS
7	05/02/12	REVISED PER COMMENTS
8	05/02/12	REVISED PER COMMENTS
9	05/02/12	REVISED PER COMMENTS
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15	05/02/12	REVISED PER COMMENTS
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50	05/02/12	REVISED PER COMMENTS



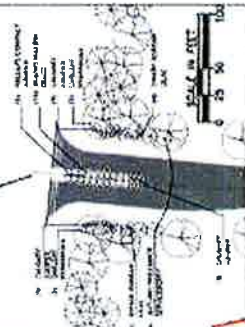
**LANDSCAPE SCHEDULE**

SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING RATE	PLANTING DATE
1	PLANTING RATE			
2	PLANTING DATE			
3	PLANTING DATE			
4	PLANTING DATE			
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49	PLANTING DATE			
50	PLANTING DATE			



**PLANTING SCHEDULE**

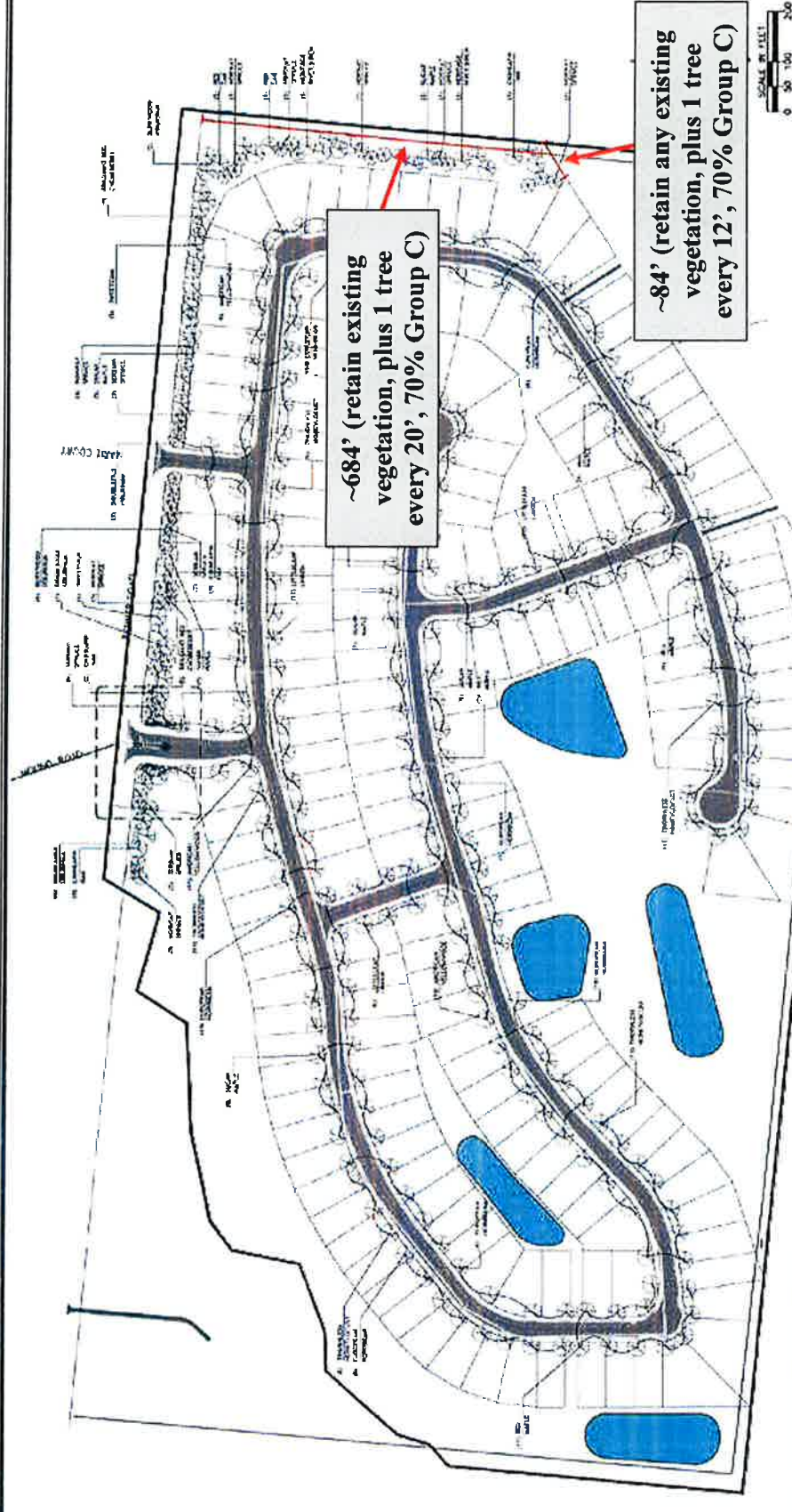
SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING RATE	PLANTING DATE
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50	PLANTING DATE			



The only new staff comment relating to the updated plan deals with the buffering on the east side of the property. Two additional planned residential subdivisions have been reviewed since Deer Valley was originally approved in 2019. Since that time, the buffering expectations for higher-density developments when adjacent to lower-density areas have been more solidified. The subject site includes a fair amount of natural vegetation along the eastern side of the property, which helps provide buffering. In addition to the natural vegetation in this area, the applicant is proposing to install 33 new trees, with 14 (42%) of these being Group C trees and the remainder being Group A trees.

Staff is recommending a condition that the buffering be beefed up to include more trees, particularly in the areas where the natural vegetation is minimal, and that a larger share (70%) of the trees be Group C (evergreen). The map on the following page depicts the staff comments regarding this item.

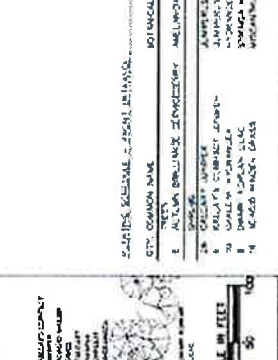
BENNER ROAD PROPERTY DEVELOPMENT  
CITY OF MIAMISBURG, MONTGOMERY CO., OHIO  
LANDSCAPE PLAN



SCALE IN FEET  
0 50 100 200

PLANTING SYMBOL	SPACING / NOTES	PLANTING NAME	PLANTING CODE
(Symbol)	12' x 12'	TOLEA ACEN	TOA
(Symbol)	12' x 12'	SALICAZ MAULINIBREY	SMA
(Symbol)	12' x 12'	CHAMUN DAH	CHA
(Symbol)	12' x 12'	SPIDER SPIDER	SPA
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(Symbol)	12' x 12'	CHOCOMBE FINACULA	CHC
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Original review:

Deer Valley was approved by City Council in June of 2019 (RZ-02-19, Ordinance 6800) with the following conditions:

1. The applicant agrees to coordinate with and adhere to any modification recommended by the City Engineer, Public Works Director, and/or Fire Marshal related to public utilities, roadway improvements, sight distance, storm water management, and emergency access to this site.
2. The applicant agrees to submit a final traffic impact study that is consistent with the final development plan for the site for review and approval by the City of Miamisburg prior to the review of the final development plan by the Planning Commission and City Council.
3. The applicant agrees to depict the proposed roadway improvements on Benner Road on the Final Development Plan submittal.
4. Access to the "estate" lots in the northwest corner of the site must be reviewed and approved by the City of Miamisburg prior to the issuance of any building permits for those lots. Further, if a shared driveway is ultimately proposed in this area, an access easement must be included on the record plan that replats this area of the site.
5. Right-of-way measuring 40' from the centerline of Benner Road be dedicated across the entire Benner frontage of the site as the area is replatted, including on the "estate" lots on the west side of the development.
6. As the site is platted, the applicant and/or developer agrees to include conservation easements, measuring out 50' from the centerline of the streams on the site, to provide better protection to these riparian buffers.
7. The final lighting plan for the site be submitted for review and approval as a part of the Final Development Plan (FDP) submittal.
8. The developer agrees to work to minimize the amount of dust that leaves the site during the construction process.
9. The HOA covenants and restrictions document be submitted for review and approval as a part of the Final Development Plan. At a minimum, this document shall include a schedule of maintenance for the storm water management infrastructure within the development.
10. As a part of the final plan, the applicant agrees to submit an official (final) Development Plan and Report for the site; organizing and listing plans for all applicable uses, landscaping, setbacks, access, lighting, grading, storm water management, architectural elements, etc...of the site, to be reviewed and approved by the Planning Commission and City Council, in order to ensure that the Final Development Plan conforms to the Preliminary Development Plan and any adopted conditions.
11. For the estate lots, as they are developed, the future developer(s) agree to retain as many existing trees as possible when the homes are built.
12. The developer and applicant agree to review the location of the eastern-most access point to the site along Benner Road to determine if it would be possible to line this access point up with the access point to Terrington Place across Benner Road as a part of the final development plan.

All these conditions remain applicable to the major change being proposed, minus the one about studying the eastern-most access point, which has already been done.

Review of Major Change

Regarding the review of the plan, the plan has not changed in any substantive way that will result in the plan not meeting any of the standards applicable to planned developments. The standards applicable to planned developments are as follows:

- (1) ***The proposed planned development meets the intent of any applicable land use plan and/or comprehensive plan of the City of Miamisburg.***

The subject area is shown as "medium density residential" in the Miamisburg Future Land Use Map, which calls for residential densities no greater than 6 units per acre. This development falls below that number and is considered medium density by staff.

- (2) ***The proposed planned development will not jeopardize the public health, safety and welfare.***

The applicant is continuing to finalize the access design features of the site while working with the Engineering and Public Works Departments. If all the applicable engineering standards (storm water, access, roadway improvements, etc...) are met by the final development plan, this project is not expected to jeopardize the public health, safety and welfare. Staff is recommending a condition that the applicant submit the final lighting plan for the site as a part of the final development plan.

- (3) ***The development will not impose undue burden on public services and facilities, such as fire and police protection.***

The preliminary plan has been reviewed by the City Engineer and Fire District. Provided that any additional information required (i.e. a final storm water management plan, an updated TIS reflecting the final site design, etc...) is submitted as a part of the final development plan, this development is not expected to impose an undue burden on public service facilities.

As a part of this major change, the applicant did provide an addendum to the original TIS, which has been provided to the Engineering and Public Works Departments.

- (4) ***The site will be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development, and the streets and driveways on the site of the proposed development will be adequate to serve the residents or occupants of the proposed development.***

See above. An updated TIS reflecting the current site plan has been submitted and is being reviewed by Engineering and Public Works. This study does show that a left-hand turn lane for the eastern-most access point is warranted.



- (5) ***The location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned development not used for structures, parking and loading areas, or accessways, shall be landscaped or otherwise improved.***

Standard met. The proposed buffering along the perimeter of the site as well as the proposed internal layout of landscaping and open space areas meets this requirement.

- (6) ***The development promotes a harmonious relationship between land uses within the site and a harmonious relationship with surrounding development, utilizing adequate buffers where necessary.***

The buffering of this development from the adjoining uses is important. As shown on the site plan, large setbacks are proposed along the perimeter of the development that meet or exceed the minimum perimeter setback requirement of 50'.

As discussed in this report, due to the higher-density nature of the proposed development when compared to the adjoining homes to the east, staff is recommending a condition that the buffering plan on the east side of the property be modified in order to include more evergreen (Group C) plantings and a larger number of plantings than what is currently proposed.

- (7) ***The proposed development provides a high quality and more useful design of landscaping and open space and amenities than would normally be required under the strict application of existing zoning and subdivision requirements.***

Standard met. A large portion of the site will be retained as commonly-owned open areas and the areas around the streams that run through the development will remain natural. Further, the applicant is proposing a landscaping package within the development in the form of foundation shrubs and street trees that will provide further greenery.

- (8) ***The proposed development provides a high quality of building materials, architectural details, building orientation, off-street parking designs, and other site features than would normally be required under the strict application of existing zoning and subdivision requirements.***

This is a new standard from the last time this development was reviewed. This standard is met by the development. The developer has largely eliminated vinyl siding from the development and will instead utilize a mixture of stone, brick, and fiber cement siding. At least as much brick or stone as a watertable will be on front elevations.

- (9) ***Natural features such as watercourses, trees and rock outcrops will be preserved, to the degree possible, so that they can be incorporated into the layout to enhance the overall design of the planned development.***

The three streams that run through the development will be retained in the same locations. There is one existing wetland area that will be modified by this plan in the center of the site, which may require further permitting with the EPA.

In order to better protect the three streams and the areas around them, staff is recommending a condition that a conservation easement be overlaid on the final plat for the development measured 50' from the centerline of the streams (on both sides) in order to better preserve the natural vegetation along the three stream areas. Portions of two of these areas fall within the "estate lot" areas, so the riparian easement was shown on the record plan that was approved as a part of phase 1 for this development.

- (10) ***The layout must be designed to take advantage of the existing land contours in order to provide satisfactory road gradients and suitable building lots and to facilitate the provision of proposed services.***

The final grading plan for the site is still in the works, but the developer has mentioned to staff that a large portion of the homes in the development will have walk-out basements, suggesting that they are taking advantage of the natural topography of the site. The road gradients will have to abide by the subdivision regulations.

- (11) ***The development plan 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.***

The applicant has submitted a draft preliminary development plan report of the site, which lists the applicable standards for the future development of the site. Staff feels this standard is met. One private covenant that may become important as the final lighting plan is established is ensuring and requiring that the post lamps be illuminated in the evening hours to provide adequate lighting to the neighborhood.

- (12) ***The planned development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.***

A phasing plan has been submitted for the site. Depending upon market conditions, the build-out is estimated to be approximately 9 years, with each "phase" reflected on the site plan taking a year build-out.

## RECOMMENDATION

The proposed major change to the Deer Valley planned development is minor compared to the overall project. The additional 3 units will increase the overall density, but will also allow for a reduction in the amount of asphalt on the site through the elimination of one internal roadway. Further, due to the changes in expectations regarding screening for such uses, staff is recommending a new condition relating to beefing up the buffering on the east side of the property where the proposed use abuts an area of much lower density.

Provided that the developer meets the conditions imposed upon the original approval of Deer Valley and meets the recommended condition regarding the buffering on the east side of the property, staff believes that this proposed major change meets the applicable requirements of the Planning and Zoning Code.

With that, staff is recommending that the following recommendation be forwarded to City Council by the Planning Commission:

Recommend that City Council adopt Ordinance #6909 to approve the major change to the Deer Valley planned residential development and to approve the preliminary development plan contained herein with the following conditions, which shall be met by the Final Development Plan and Report, to be submitted and reviewed for consistency with the Preliminary Development Plan and associated conditions at a later date:

1. The applicant agrees to coordinate with and adhere to any modification recommended by the City Engineer, Public Works Director, and/or Fire Marshal related to public utilities, roadway improvements, sight distance, storm water management, and emergency access to this site.
2. The applicant agrees to submit a final traffic impact study that is consistent with the final development plan for the site for review and approval by the City of Miamisburg prior to the review of the final development plan by the Planning Commission and City Council.
3. The applicant agrees to depict the proposed roadway improvements on Benner Road on the Final Development Plan submittal.
4. Access to the "estate" lots in the northwest corner of the site must be reviewed and approved by the City of Miamisburg prior to the issuance of any building permits for those lots. Further, if a shared driveway is ultimately proposed in this area, an access easement must be included on the record plan that replats this area of the site.
5. Right-of-way measuring 40' from the centerline of Benner Road be dedicated across the entire Benner frontage of the site as the area is replatted, including on the "estate" lots on the west side of the development.
6. As the site is platted, the applicant and/or developer agrees to include conservation easements, measuring out 50' from the centerline of the streams on the site, to provide better protection to these riparian buffers.
7. The final lighting plan for the site be submitted for review and approval as a part of the Final Development Plan (FDP) submittal.

8. The developer agrees to work to minimize the amount of dust that leaves the site during the construction process.
9. The HOA covenants and restrictions document be submitted for review and approval as a part of the Final Development Plan. At a minimum, this document shall include a schedule of maintenance for the storm water management infrastructure within the development.
10. As a part of the final plan, the applicant agrees to submit an official (final) Development Plan and Report for the site; organizing and listing plans for all applicable uses, landscaping, setbacks, access, lighting, grading, storm water management, architectural elements, etc...of the site, to be reviewed and approved by the Planning Commission and City Council, in order to ensure that the Final Development Plan conforms to the Preliminary Development Plan and any adopted conditions.
11. For the estate lots, as they are developed, the future developer(s) agree to retain as many existing trees as possible when the homes are built.
12. The developer agrees to increase the buffering plantings on the east side of the property as discussed in the staff report for Ordinance 6909.

Further, the Planning Commission recommends that Ordinance #6800 be approved with the modifications recommended by the Planning Commission. These recommended modifications include:

1. The addition of "section 4" to the ordinance, which clarifies that, should this ordinance be approved, it does not void the prior approval of the record plan of Phase 1 of the Deer Valley planned residential development.
2. The addition of the preliminary development plan report and associated exhibits into Ordinance #6909 as *Exhibit C*. The exhibits of the preliminary development plan report include the following:
  - i. Exhibit 1 – Preliminary Site and Phasing Plan
  - ii. Exhibit 2 – Sample Building elevations and floorplans
  - iii. Exhibit 3 – Sample Lot Landscaping Packages
  - iv. Exhibit 4 – Preliminary Landscaping and Buffering Plan
  - v. Exhibit 5 – Preliminary Open Space Plan

## **Attachments**

The attachments to this memo include the following:

1. The major change ordinance, which, if passed, will approve the major change to the preliminary development plan of the *Deer Valley* development. The ordinance includes the following exhibits:
  - a. Exhibit A: Location map of the site
  - b. Exhibit B: Preliminary Development Plan of the Deer Valley Subdivision.
  - c. Exhibit C: The preliminary design standards document.

ORDINANCE NO. 6910

AN ORDINANCE AUTHORIZING PAYMENT OF CERTAIN COSTS IN CONNECTION WITH THE EXPANSION OF PATENTED ACQUISITION CORPORATION (DBA, THINK PATENTED), WITHIN THE CITY OF MIAMISBURG, AND DECLARING AN EMERGENCY.

WHEREAS, Article VIII, Section 13 of the Ohio Constitution authorizes cities to lend their credit to private companies in order to create or preserve jobs and employment opportunities in such cities; and

WHEREAS, the City wishes to avail itself of the power granted to it by such Article in order to assist Think Patented in creating and retaining jobs and employment opportunities in Miamisburg.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is hereby authorized to execute the Relocation Agreement attached herein as Exhibit "A". The executed agreement shall be in substantial conformance with the agreement attached hereto. The City Manager is authorized to make changes to the agreement so long as those changes do not affect the general intent of the agreement or increase the value of the financial assistance being provided by the City.

Section 2.

The Council of the City of Miamisburg, Ohio hereby appropriates, and the Finance Director is hereby authorized to pay, but only from Account No. 110.125.57300 or other available non-tax revenues of the City to reimburse Think Patented (\$70,000) paid in seven annually installments for costs related to the relocation of the company within the City. The Finance Director shall make such payment only upon receipt of appropriate documentation.

Section 3.

The Council of the City of Miamisburg, Ohio, hereby finds and determines that all formal actions of this Council concerning and relating to the adoption of this ordinance were held 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, and the rules of this Council adopted in accordance therewith.

Section 4.

This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is in the best interest of the City that Think Patented expand their business in the City; therefore this ordinance shall take effect and be in force from and after its passage.

Passed: April 6, 2021 Attested:   
Kim Combs, Clerk of Council

Approved:   
Michelle L. Collins, Mayor

## Exhibit "A"

**DEVELOPMENT AGREEMENT**

This Development Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between by the City of Miamisburg, an Ohio municipal corporation having an address for purposes hereof at 10 N. First Street, Miamisburg, Ohio 45342 (hereinafter referred to as the "City"), and Patented Acquisition Corp., an Ohio corporation, having an address for purposes hereof at 2490 Crosspointe Dr., Miamisburg, Ohio 45342, Attention: Niels M Winther (hereinafter referred to as the "Company").

WHEREAS, the City desires to encourage development of its business parks including assisting existing companies with expansion projects that create jobs within the City; and

WHEREAS, the Company has proposed to construct a 47,000 square foot building addition onto their existing building and in the process created and retain jobs in Miamisburg; and

WHEREAS, the proposed building addition will require an investment of approximately \$2,750,000 at the site; and

WHEREAS, the Company has requested certain financial assistance from the City, and has provided to the City certain information on the Company, including historical information, financial projections, budgets, plans, forecasts, and such other information as may have been requested by the City to facilitate its review and approval of the request. (all of the foregoing information is hereafter referred to as the "Application"); and

WHEREAS, the Company currently has 115 employees with an annual payroll of \$5,780,000 (Company Base Payroll); and

WHEREAS, the Company estimates that the expansion project will retain and create 12 jobs and a commensurate approximately \$500,000 annually in payroll by the end of 2022; and



WHEREAS, the City has determined it is in the best interest of the City to provide financial assistance to the Company in order to create additional job opportunities in the City; and

WHEREAS, Chapter 165 of the Ohio Revised Code permits the City to make loans for economic development projects which will create or preserve jobs and employment opportunities;

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and the Company covenant, agree and bind themselves as follows:

**SECTION 1. Retentaion and Creation of Jobs and Investment of Funds.**

The Company hereby represents to City that the Application is true and correct in all material respects. In the event of any material change to such application, or any information comprising such, the Company shall promptly advise the City of such change. A material breach of the foregoing representation shall give the City the right to terminate this Agreement in accordance with its terms as permitted by Section 6.C below.

The Company currently leases an existing building (hereinafter referred to as the "Building") and an will uincure additional lease costs due to a proposed 47,000 sq. ft addition to the Building. The total investment to be made at the Site in the form of the building improvments, furniture and fixtures, and other related costs will be approximately \$2,750,000. Such construction and installation of furnishings and equipment is expected to be completed by December 31, 2021. It is expected that the Company will retain and create at the Site at least 12 persons with an annual payroll of at least \$500,000 by December 31, 2022.

## **SECTION 2. Financial Assistance.**

**A.** Subject to compliance by the Company with the terms and conditions of this Agreement, the City shall loan the Company, in installments over a period of seven (7) years as provided herein, the sum of Seventy Thousand Dollars (\$70,000) at four percent (4%) interest per annum, with each installment (unless forgiven according to the terms of this Agreement) to be repaid within a period of one (1) year from the date the City advances such installment (hereinafter referred to as the "Loan"). The total aggregate amount of the Loan to be advanced by the City to the Company shall not exceed \$70,000, with the exception of the first installment, the installments thereof shall be advanced on or about the 1<sup>st</sup> of June of each calendar year with the final installment being advanced on June 1, 2028. The first installment shall be made on or about January 1, 2022. Each installment advanced by the City of Miamisburg shall not exceed \$10,000. Simultaneously, upon receipt of each installment of the Loan, the Company shall execute a promissory note in the form attached hereto as Exhibit "B" (each such note being hereinafter referred to as a "Promissory Note") and deliver the same to the City. The Company shall provide to City appropriate corporate resolutions (if a corporation), written authorization of all members/partners (if a limited liability company/partnership), or such other documentation as may be necessary to evidence that the Company has authorized the borrowing of the Loan amount, the execution of each Promissory Note, and the terms of this Agreement. The Company shall repay the Loan to the City on or before seven (7) years from the date of the Company's receipt of the first installment of the Loan, unless forgiven as provided in Section 3 below, beginning June 1, 2023, and ending June 1, 2029, as provided in each Promissory Note.

**B.** Except for the first loan installment advanced on June 1, 2022, the City shall not be obligated to advance any further annual installment in the full amount of \$10,000 as set forth

in Section 2.A unless and until the Company has, pursuant to the terms and provisions of Section 1 herein, completed its expansion withi the City of Miamisburg and has retained or created a minimum annualized payroll of \$500,000 with respect to employees located on the Site as of December 31 of the immediately preceding year. This annualized payroll amount of \$500,000 shall hereinafter be referred to as the “Minimum Aggregate Annual Payroll Amount.”

If the applicable Minimum Aggregate Annual Payroll Amount is not met (as determined based on the City audited annual wage reconciliation Form W-3 for such year for each employer within the Site, which is normally available by April 30 of the next succeeding year), then the annual Loan installment to be advanced in the next succeeding year will be reduced by the proportional amount that the current year’s annualized payroll is below the applicable Minimum Aggregate Annual Payroll Amount as set forth above. The conditions of this Section 2.B are not required to be met for the annual installment to be advanced in 2022.

For purposes of calculating whether the Project has met the applicable Minimum Aggregate Annual Payroll Amount described above, the annual payroll within the Site shall be computed as follows:

Company Annual Payroll as reported on Form W-3 for prior year MINUS  
\$350,000 (Company Base Payroll)

### **SECTION 3. Loan Forgiveness.**

On the one (1) year anniversary date of the first Loan installment advanced by the City to the Company, and on each successive anniversary date thereafter, if the Company maintained the applicable Minimum Aggregate Annual Payroll Amount; for the prior year, the City shall forgive a portion of the outstanding Loan in the amount of the payment (including both principal and interest) presently due on each Promissory Note then outstanding, thereby reducing the amount

presently payable, and with the understanding that if the Company maintains the applicable Minimum Aggregate Annual Payroll Amount subject to income taxation by the City for seven (7) successive years, the Loan and interest due thereon shall be entirely forgiven by the City.

In the event that the Company fails to satisfy the applicable Minimum Aggregate Annual Payroll Amount as of each anniversary date of the first Loan installment advanced by the City to the Company, the City shall have the right to terminate this Agreement by giving written notice to the Company within thirty (30) days following the applicable anniversary date. Upon such termination, the Company shall have no further right to obtain forgiveness of any additional portion of the Loan. The termination of this Agreement pursuant to this Section 3 shall not affect any portion of the Loan that has been forgiven prior to such termination. Each Promissory Note shall remain in full force and effect with respect to any unpaid balance that has not been forgiven prior to such termination, and such unpaid balance, together with all accrued interest thereon, shall be paid in accordance with the terms of such Promissory Note and shall not be accelerated by reason of such termination. Notwithstanding any contrary provision of this Agreement, the termination right granted by this Section 3 shall be the City's sole and exclusive remedy in the event of any occurrence of the conditions described in this paragraph; the City hereby expressly waives any other remedy which may be available under this Agreement and/or applicable law with respect to such failure (including, without limitation, an action for damages).

If the Company ceases to do business either entirely or in the City of Miamisburg, the City shall have the remedy specified in Section 6.C below.

For purposes of this Agreement, "payroll" shall mean the total payroll of the Company, including permanent and temporary, full or part-time, leased employees or employees provided by a staffing service, which payroll is subject to the City income tax, computed in accordance

with generally accepted accounting principles and applied on a consistent basis from year to year.

Within seven (7) days prior to the second and each successive anniversary date of this Agreement until the Loan is forgiven or repaid in full, the Company shall provide to the City payroll records in form and content reasonably satisfactory to the City establishing that the Company has satisfied the terms and conditions of this Agreement requiring the percentage amount of the Loan to be forgiven. In the event payroll services are provided by a third-party provider, the Company shall cause such third-party provider to provide such documentation to the City.

Within thirty (30) days of Company's written request to City, upon Company's satisfaction of the terms and conditions of this Agreement as applied to a Promissory Note, City shall provide Company a "Satisfaction of Loan" certification in a form substantially similar to the following:

*SATISFACTION OF LOAN CERTIFICATION:*

*On behalf of the City, and as the City's authorized agent, I hereby certify to Company that the Promissory Note dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, memorializing the Loan described in the Development Agreement entered by the City and Company, has been satisfied and is entirely forgiven by the City pursuant to the terms and conditions of the Relocation Agreement. The balance due is \$-0-.*

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

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

This Satisfaction of Loan certification shall operate to notify Company and, to the extent necessary, third parties that the Company's obligations to City under this Agreement have been

satisfied regarding the particular Promissory Note described in the Satisfaction of Loan Certification.

**SECTION 4. Covenants and Representations.** The City covenants and represents to the Company as follows:

A. (1) Neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the City of any contract, agreement, understanding or instrument to which the City is a party or by which the City is subject or bound, or of any judgment, order, writ, injunction or decree issued against or imposed upon the City, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority;

(2) There is no pending litigation, investigation or claim which affects or which might affect the City's performance of this Agreement and to the best of the City's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the City's performance of this Agreement;

(3) Except for actions contemplated by this Agreement, as of the date of the execution of this Agreement, the City has no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions or any judicial or administrative action that would prevent, limit, impede or render more costly the Company's undertaking of the project; and

(4) The representations and agreements of the City made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing representations and agreements, and such representations made by the City are

made with the knowledge and expectation that, notwithstanding any investigation conducted by or on behalf of the Company (except as expressly stated in this Agreement), the Company is placing complete reliance thereon and that such representations are to be treated as material to the Company in entering into this Agreement, and the City further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

**B.** The Company covenants and represents to the City as follows:

(1) The Company intends to enter into a lease agreement for approx.. 47,000 square feet of additional building space at the Site;

(2) The Company intends to retain or create approximately 12 jobs at the Site with the applicable Minimum Aggregate Annual Payroll Amount by December 31, 2022;

(3) Neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the Company of any contract, agreement, understanding or instrument to which the Company is a party or by which the Company is subject or bound, or of any judgment, order, writ, injunction or decree issued against or imposed upon the Company, or to the best of the Company's knowledge will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority;

(4) There is no pending litigation, investigation or claim by or against the Company which materially affects or which might materially affect the Company's performance of this Agreement and to the best of the Company's knowledge, there is no threatened litigation, investigation or claim by or against the Company that materially affects or that might affect the Company's performance of this Agreement; and

(5) The representations and agreements of the Company made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as containing representations and agreements, and such representations made by the Company are made with the knowledge and expectation that, notwithstanding any investigation conducted by or on behalf of the City (except as expressly stated in this Agreement), the City is placing complete reliance thereon and that such representations are to be treated as material to the City entering into this Agreement, and the Company further represents that no representation



set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

**SECTION 5. Inspection of Records.** In addition to any rights already existing and at the City's cost and expense, the City has the right to audit the books and records of the Company to the extent relevant to the performance of the Company's obligations under this Agreement no more than twice in any twelve (12) month period, during business hours and upon advance written notice to the Company of at least seven (7) business days.

**SECTION 6. Defaults and Remedies.**

**A.** The following shall be "Events of Default" under this Agreement:

- (1) the failure of the Company to meet the applicable Minimum Aggregate Annual Payroll Amount specified in Section 2.B, herein;
- (2) the Company ceasing to do business either entirely or in the City of Miamisburg;
- (3) a material breach by the Company of the representations set forth in the first paragraph of Section 1 above or of any covenant or representation of the Company, as set forth in Section 4.B above; and
- (4) the failure of the Company to perform or observe any other covenant made by it in this Agreement, which failure shall continue for more than thirty (30) days following written notice thereof by the City.

**B.** Upon the occurrence and continuation of any Event of Default under Clause (1) of Section 6.A above, the City shall have the right to terminate this Agreement pursuant to Section 3 above as its sole and exclusive remedy.

C. Upon the occurrence and continuation of an Event of Default under Clause (2) or Clause (3) of Section 6.A above, the City may terminate this Agreement immediately upon written notice to the Company and declare the entire remaining principal and interest on the Loan immediately due and payable. Upon such termination and acceleration of the unpaid balance of the Loan, the Company shall have no further right to obtain forgiveness of any additional portion of the Loan. Any such termination and acceleration of the unpaid balance of the Loan shall not affect any portion of the Loan that has been forgiven prior to such termination and acceleration. The rights granted by this Section 6.C shall be the sole and exclusive remedy of the City with respect to any Event of Default under Clause (2) or Clause (3) of Section 6.A above; the City hereby waives any and all remedies otherwise available under this Agreement and/or applicable law (including, without limitation, an action for damages).

D. Upon the occurrence and continuation of any Event of Default by the Company under Clause (4) of Section 6.A above, the City shall be entitled to (i) exercise any and all remedies available to it to compel performance of such Company's obligations, (ii) terminate this Agreement, or (iii) recover damages for nonperformance if such damages can be reliably quantified. The City shall exercise the right of termination granted by the immediately preceding sentence by giving written notice to the Company; in such event, the Company shall have no further rights hereunder. Upon such termination, the Company shall have no further right to obtain forgiveness of any additional portion of the Loan. Any such termination shall not affect any portion of the Loan that has been forgiven prior to such termination. Each Promissory Note shall remain in full force and effect with respect to any unpaid balance that has not been forgiven prior to such termination, and such balance, together with all accrued interest thereon, shall be

paid in accordance with the terms of such Promissory Note and shall not be accelerated by reason of such termination.

**E.** Waiver by the City of any Event of Default shall not be deemed to extend to any subsequent or other Event of Default under this Agreement. No waiver of any condition or covenant of this Agreement shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Agreement shall be construed to be a waiver on the part of the City of any right or remedy in law or otherwise.

**F.** Subject to the limitations set forth in Sections 3, 6.B and 6.C above, either party shall be entitled to seek injunctive relief to enforce the terms of this Agreement.

**Section 7. Counterparts; Captions.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

**Section 8. Severability.** Except in the event that state or federal law is passed and applicable to this Agreement that prohibits or invalidates the City's forgiveness of the Loan under Section 3 of this Agreement, in which case the City and Company agree that the overall purpose and intent of the Agreement would be frustrated such that the Company's obligations to the City would terminate, if a section or provision of this Agreement, or a covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or

taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

All illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

**Section 9. Additional Documents; Amendment.** The City and the Company, and their respective successors, assigns and transferees, agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement, including but not limited to the City's execution of a "Satisfaction of Loan" certification set forth in Section 3—Loan Forgiveness, within thirty (30) days of Company's written request to City. To the extent permitted by this Agreement, and in compliance with all laws and ordinances controlling this Agreement, the City and the Company, and their respective successors, assigns and transferees, agree that any amendment to this Agreement must be in writing and signed by all parties.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 10. Notices.** Any notice required or permitted to be given by either the City or the Company to the other party under this Agreement shall be deemed given if hand delivered or mailed by the U.S. certified or registered mail, postage prepaid, return receipt requested, to the address of such party as first set forth above. Either party may change its notice address by giving notice to the other party in the foregoing manner.

**IN WITNESS WHEREOF**, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date hereinbefore written.

**THE CITY**  
**City of Miamisburg, Montgomery County,**  
**Ohio**

By: \_\_\_\_\_  
City Manager

**COMPANY**  
**Patented Acquisition Corp.**

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

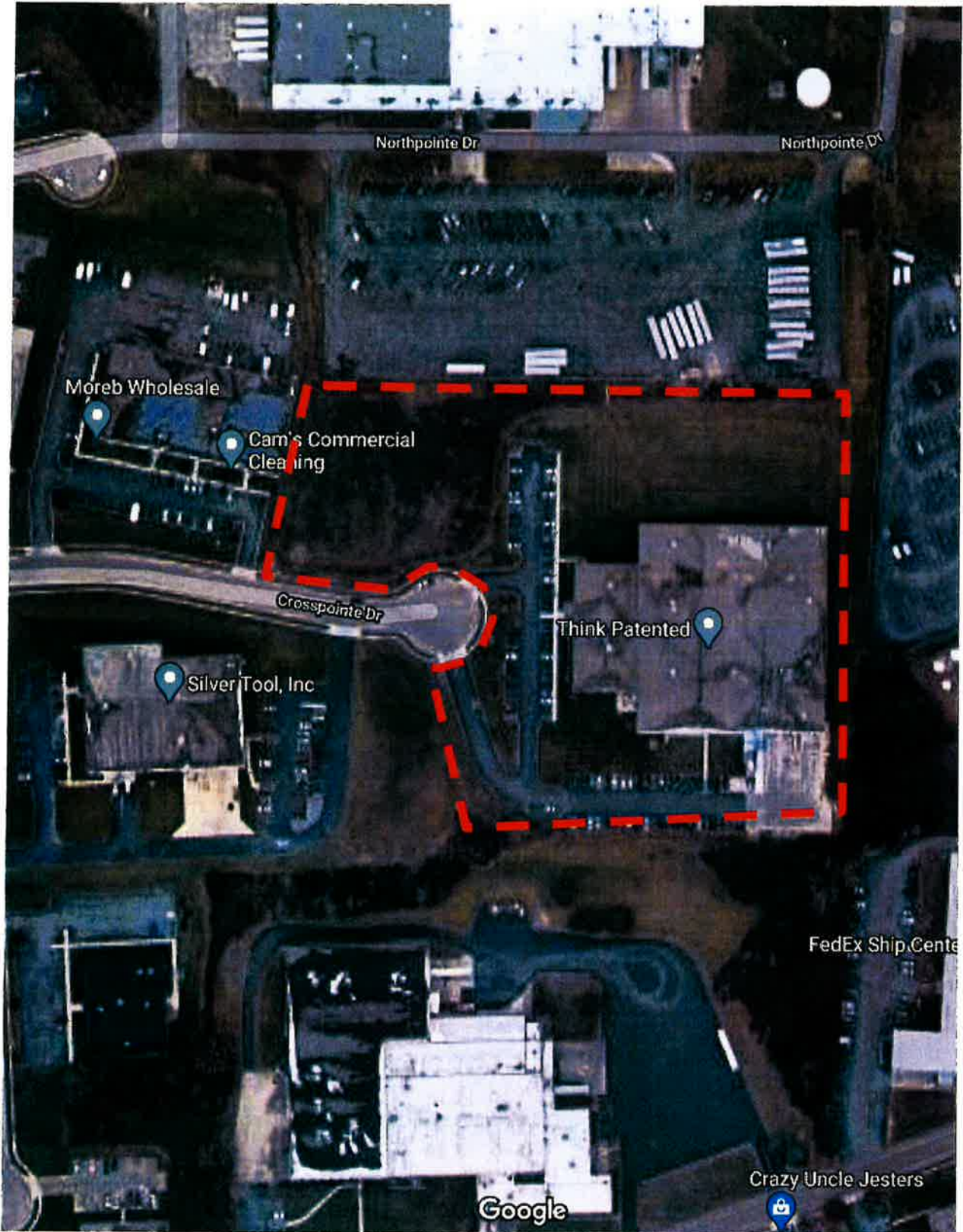
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
Law Director

**EXHIBIT A**  
**SITE DESCRIPTION**



**PROMISSORY NOTE**

FOR VALUE RECEIVED, the undersigned Patented Acquisition Corp., an Ohio corporation (Maker), promises to pay to the order of the City of Miamisburg, Ohio (Payee), the sum of Ten Thousand Dollars (\$10,000) with interest at the rate of 4% per annum. Principal and interest shall be due and payable as follows unless forgiven pursuant to the terms of a certain Development Agreement between Maker and Payee dated \_\_\_\_\_:

DATE PAYMENT DUE	AMOUNT	
<u>June</u> , 2022	\$10,000	PLUS ACCRUED INTEREST

In the event that any payment of this Note is not paid within ten (10) days of its due date or in the event of the insolvency of Maker or the filing of bankruptcy proceedings, whether voluntary or involuntary (if such proceedings shall not be dismissed within sixty (60) days after the institution of the same), under the Bankruptcy Code with respect to the Maker, or in the event of the appointment of a receiver, or any marshalling of any assets of the Maker for the benefit of creditors, then the Payee, at his option, may accelerate this Note and declare the principal and interest on this Note immediately due and payable. The Maker shall be responsible for Payee's reasonable legal fees incurred in enforcing the terms of this Note.

This Note may be paid in full at any time without penalty.

Maker waives notice of default, presentment and notice of dishonor.

Maker shall mean each person, firm or corporation who executed this Note and each Maker shall be jointly and severally liable on this Note. This Note shall be governed by and construed in accordance with Ohio law.

The rights granted to Payee are not exclusive but are in addition to all other rights accruing to Payee in law or equity. Any failure of Payee to exercise these rights shall not operate as a waiver of such right or any other right under this Note.

This Note is subject to forgiveness in accordance with the terms and conditions more fully set forth in that certain Development Agreement between Maker and Payee, dated \_\_\_\_\_, and incorporated herein.

In the event that the interests of the person, firm or corporation who executed this Promissory Note are sold, assigned, pledged, transferred, conveyed or bequeathed to or for the benefit of any person, firm or corporation not a party to this Promissory Note, the provisions of this Promissory Note shall be binding upon any such new person, firm or corporation, and any

such new person, firm or corporation shall take his/her interests subject to the terms of this Promissory Note.

Dated \_\_\_\_\_, 2022

Patented Acquisition Corp.  
An Ohio corporation

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

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



**CERTIFICATE OF MEMBERSHIP**

The undersigned, Finance Director of the City of Miamisburg, Ohio, County of Montgomery hereby certifies that the following were the officers and members of council during the period proceedings were taken authorizing the issuance of not to exceed \$7,870,000 Various Purpose Limited Tax General Obligation Bond Anticipation Notes, 2021 Renewal, dated as of their date of issuance:

Mayor	<u>Michelle Collins</u>
City Manager	<u>Keith D. Johnson</u>
Finance Director	<u>Jennifer Johns</u>
Clerk of Council	<u>Kim Combs</u>
Member of Council	<u>Sarah Thacker</u>
Member of Council	<u>Ryan Colvin</u>
Member of Council	<u>Mike McCabe</u>
Member of Council	<u>Jeff Nestor</u>
Member of Council	<u>Tom Nicholas</u>
Member of Council	<u>Greg Thompson</u>
Member of Council	<u>John Stalder</u>
Law Director	<u>Phil Callahan</u>

\_\_\_\_\_  
Finance Director

**TRANSCRIPT CERTIFICATE**

The undersigned, Clerk of Council of said City of Miamisburg, County of Montgomery, Ohio, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified obligation.

Kim Combs  
Clerk of Council

**CERTIFICATE AS TO MAXIMUM MATURITY OF  
BONDS AND BOND ANTICIPATION NOTES**

The undersigned, being the fiscal officer of the City of Miamisburg, Ohio, within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies to the City Council that the estimated life of the improvements financed with the proceeds of the sale of not to exceed \$7,870,000 of bonds, for the purpose of refinancing notes originally issued for the purposes of refinancing notes originally issued for the purposes of (i) paying part of the cost of constructing a new road in the City (Motoman) (\$1,450,000); (ii) providing funds to construct a new road, including road construction and related storm water improvements and related costs (United Grinding) (\$4,700,000); (iii) providing funds to acquire storm water easements and related costs (\$1,500,000) and related costs; (iv) constructing a new road including road construction and related storm water, irrigation and lighting improvements (\$220,000), is at least five (5) years and that the maximum maturity of said bonds, in accordance with Section 133.20 of the Uniform Public Securities Law of the Ohio Revised Code, is twenty-one (21) years, and the maximum maturity of notes issued in anticipation thereof is eleven (11) years.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_,  
2021.

\_\_\_\_\_  
Finance Director

ORDINANCE NO. 6911

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED 7,870,000 OF VARIOUS PURPOSE BOND ANTICIPATION NOTES, 2021 RENEWAL, BY THE CITY OF MIAMISBURG, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS, AND DECLARING AN EMERGENCY.

WHEREAS, notes presently outstanding in the amount of \$8,020,000 are about to mature and should be renewed in a reduced principal amount; and

WHEREAS, the fiscal officer of the City has estimated the life or period of usefulness of the improvements as at least five (5) years, and certified the maximum maturity of the bonds to be issued to finance the same as twenty-one (21) years, and of notes issued in anticipation thereof as eleven (11) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

SECTION 1. That it is hereby declared necessary to issue bonds of the City of Miamisburg, County of Montgomery, Ohio, in the principal amount of not to exceed \$7,870,000 bearing interest estimated at five per centum (5%) per annum and maturing over a period of twenty-one (21) years, for the purpose of refinancing notes originally issued for the purposes of (i) providing funds to pay part of the cost of constructing a new road in the City (Motoman) (\$1,450,000); (ii) providing funds to construct a new road, including road construction and related storm water improvements and related costs (United Grinding) (\$4,700,000); (iii) providing funds to acquire storm water easements and related costs (\$1,500,000); (iv) providing funds to construct a new road including road construction and related storm water, irrigation and lighting improvements (\$220,000); and (v) paying costs of issuance of the bonds.

SECTION 2. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$7,870,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at a rate not to exceed three and one half percent (3.50%) per annum, payable at maturity, shall mature not later than one year from the date of issuance, and shall be of the denomination or denominations as may be requested by the purchaser or purchasers thereof all as determined by the Finance Director or the City Manager without further action by this Council, except that the denominations shall be \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The terms of such Notes, which shall be in compliance with Chapter 133 of the Ohio Revised Code, shall be set forth in a certificate of award, (the "Certificate of Award") which is hereby authorized and which shall be executed by the Finance Director or the City Manager without further action by this council.

SECTION 4. That said Notes shall be executed by the City's Mayor and Finance Director and may but shall not be required to bear the seal of the corporation. The Notes shall be designated "Various Purpose Limited Tax General Obligation Bond Anticipation Notes, 2021

Renewal,” and shall be payable at a bank or trust company designated by the Finance Director or City Manager and the purchaser, and shall express upon their face the purpose for which they are issued and that they are issued in pursuance of this Ordinance.

SECTION 5. That the Notes shall be sold to RBC Capital Markets, LLC (the “Underwriter”) as set forth in the agreement between the City and the Underwriter (the “Note Purchase Agreement”) which is hereby authorized. The proceeds from the sale of said Notes, except the premium and accrued interest, if any, shall be used for the purpose aforesaid and for no other purpose; and any premium and accrued interest received from the sale shall be transferred to the Note Retirement Fund to be applied to payment of cost of issuance of the Notes and the principal and interest on the Bonds in the manner provided by law.

The City Manager or the Finance Director are hereby authorized to conduct such sale of the bonds and to execute and deliver, without further action of the Council, the Certificate of Award and the Note Purchase Agreement setting forth the final terms of the Note. The signature of said officer on the Note Purchase Agreement shall be conclusive evidence that the terms of the Notes are acceptable to the City.

The City Manager or the Finance Director is hereby directed to report to this Council as soon after the sale and award of such notes as is reasonably feasible, the interest rate for such notes.

SECTION 6. That said Notes shall be the full general obligations of this City and the full faith, credit and revenue of this City are hereby pledged for the prompt payment of the same. The par value received from the sale of bonds anticipated by said notes, and any excess funds resulting from the issue of said notes, shall, to the extent necessary, be used only to pay costs of issuance of the Note or for the retirement of said Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the period while the Notes run there shall be levied upon all of the taxable property in the City, within applicable limitations, in addition to all other taxes, a direct tax annually, not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof.

The funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and, together with interest collected on the same, shall be irrevocably pledged for the payment of the principal and interest of the Notes, or the bonds in anticipation of which they are issued, when and as the same fall due; provided, however, to the extent other City revenues are available for such purpose said tax shall not be levied therefor.

SECTION 8. That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the Notes hereby authorized in such manner and to such extent, if any, and take such other action as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is

subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of said Notes is authorized and directed to give an appropriate certificate on behalf of the City, on the date of delivery of said Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 9. That this Council hereby authorizes the City to participate in the Ohio Market Access Program – Note Wrap - offered by the Treasurer of the State of Ohio (the “Program”), provided that (a) participation in the Program is in the best interests of the City and (b) the City Manager or the Finance Director affirmatively elects to participate in the Program in the Certificate of Award.

SECTION 10. That the Standby Note Purchase Agreement (the “Standby Purchase Agreement”) required as part of the Program is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the authorized signatories of the City executing the Standby Purchase Agreement, as provided in this ordinance. The City acknowledges the agreement of the Treasurer of State in the Standby Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (a) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (b) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid, and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes levied within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is includible in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the same extent that interest on the notes is so excluded.

In addition, the City acknowledges that the Treasurer of State will establish an “After Maturity Interest Rate,” as generally provided for as part of the Program and as specifically provided for within the Standby Purchase Agreement.

The Mayor and the Finance Director, as the officers signing the Notes, are authorized to take all actions that may in their judgment reasonably be necessary to provide for such Standby Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of such Standby

Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Notes for purchase by the Treasurer of State at stated maturity.

This Council hereby authorizes further representations, warranties, and/or covenants to be made regarding the City's participation in the Program by virtue of the Certificate of Award and/or other Program documents, subject to review and approval by legal counsel to the City.

SECTION 11. The Finance Director is hereby further authorized to take such actions as may be reasonably requested by the purchaser of the Notes in order to make the Notes eligible for the services of The Depository Trust Company, New York, New York.

SECTION 12. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such agreements, financing statements, closing certificates and other instruments or documents as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 14. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 6) of the City are pledged for the timely payment of the debt charges on the Notes and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

SECTION 15. That the firm of Dinsmore & Shohl LLP ("Dinsmore"), is hereby engaged as the City's "bond counsel" pursuant to an engagement letter of Dinsmore on file with the City.

SECTION 16. That the Finance Director is hereby authorized to apply, if she deems it appropriate, for a rating on the Notes from either Standard & Poor's Corporation or Moody's Investors Service, and to pay the fee for said rating to the extent authorized by law and approved by bond counsel.

SECTION 17. That the Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor.

SECTION 18. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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, in compliance with all legal requirements.

SECTION 19. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City for the reason that the immediate issuance of said Notes is required for the timely refinancing of the projects to which this financing relates including obtaining a favorable interest rate, therefore, this measure shall be in force from and after its passage.

Passed: April 6, 2021 Attested:   
Kim Combs, Clerk of Council

Approved:   
Michelle L. Collins, Mayor

**CERTIFICATE**

The undersigned, Clerk of Council of the City of Miamisburg, Montgomery County, Ohio, hereby certifies that the foregoing is a true and correct copy of Ordinance No. 6911, passed by the Council of the City of Miamisburg, Ohio on April 7, 2021.

Kim Combs  
Clerk of Council

**CERTIFICATE**

City of Miamisburg, Ohio

April 7, 2021

The undersigned, Finance Director of the City of Miamisburg, County of Montgomery, Ohio, hereby certifies that a copy of the foregoing Ordinance No. 6911, passed by the Council of the City of Miamisburg, County of Montgomery, Ohio, on April 7, 2021, was certified this day to the County Auditor of the County of Montgomery, Ohio.

\_\_\_\_\_  
Finance Director

**RECEIPT**

The undersigned, County Auditor of the County of Montgomery, Ohio, hereby acknowledges receipt this day of the foregoing Ordinance No. 6911, passed by the Council of the City of Miamisburg, County of Montgomery, Ohio, on \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Auditor

By \_\_\_\_\_

Deputy \_\_\_\_\_

Dated: \_\_\_\_\_, 2021.



EXTRACT FROM MINUTES OF MEETING

The Council of the City of Miamisburg, County of Montgomery, Ohio, met in regular session, at 6:00 p.m., on the 6<sup>th</sup> day of April, 2021, in Council Chambers, with the following members present: Colvin, McCabe, Nestor, Nicholas, Stalder, Thacker and Thompson

There was presented and read to Council Ordinance No. 6911, entitled:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,870,000 OF VARIOUS PURPOSE BOND ANTICIPATION NOTES, 2021 RENEWAL, BY THE CITY OF MIAMISBURG, OHIO, IN ANTICIPATION OF THE ISSUANCE OF BONDS, AND DECLARING AN EMERGENCY.

Council member Thompson moved to suspend the rule requiring each ordinance or resolution to be read on three different days. Council member McCabe seconded the motion and, the roll being called upon the question, the vote resulted as follows:

Council member Colvin then moved that Ordinance No. 6911 be adopted. Council member Nestor seconded the motion and, the roll being called upon the question, the vote resulted as follows:

The ordinance was declared adopted April 6, 2021.

CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the council of said municipality, held on the 7th day of April, 2021, to the extent pertinent to consideration and adoption of the above-entitled obligation.

*Kim Center*

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

ORDINANCE NO. 6912

AN ORDINANCE TO REZONE CITY LOTS, PARCEL IDS K46 00412 0001, K46 00412 0004, K46 00412 0010, K46 00412 0012, AND K46 00412 0013 OF THE CITY OF MIAMISBURG, FROM THE CURRENT ZONING DESIGNATIONS OF PC (PLANNED COMMERCIAL) AND R-3 (RESIDENTIAL) TO SDD-2 (SPECIAL DEVELOPMENT DISTRICT 2) AND TO APPROVE THE COMPANION PRELIMINARY DEVELOPMENT PLAN FOR THE NORTH HEINCKE KROGER DEVELOPMENT.

WHEREAS, an agent of the owners of city lots, parcel IDs K46 00412 0001, K46 00412 0004, K46 00412 0010, K46 00412 0012, and K46 00412 0013 has filed an application with the City of Miamisburg Development Department to rezone the parcels from PC (Planned Commercial) and R-3 (Residential) to SDD-2 (Special Development District 2); and

WHEREAS, the City of Miamisburg Planning Commission has reviewed the requested rezoning in accordance with the provisions set forth in the City Charter and the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission has found the proposed preliminary development plan to be consistent with the requirements and standards of the Planning and Zoning Code; and

WHEREAS, the City of Miamisburg Planning Commission has found that the proposed preliminary development plan is in conformance with and meets the intent of the City of Miamisburg Comprehensive Plan; and

WHEREAS, City Council has reviewed the Planning Commission's recommendation on this matter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The Preliminary Development Plan for the North Heincke Kroger Development, located on City Lots, Parcel IDs K46 00412 0001, K46 00412 0004, K46 00412 0010, K46 00412 0012, and K46 00412 0013, such parcels as shown in "Exhibit A", attached hereto, is hereby approved.

Section 2.

The Preliminary Development Plan for the North Heincke Kroger Development, as shown in "Exhibit B", attached hereto and made a part thereof, is hereby approved.

Section 3.

Approval of the Preliminary Planned Development Plan for the North Heincke Kroger Development also constitutes the rezoning of the parcels shown on "Exhibit A." The parcels are hereby rezoned from the current zoning classifications of PC (Planned Commercial) and R-3 (Residential) to SDD-2 (Special Development District-2) and is subject to the preliminary development plan shown in "Exhibit B."

Section 4.

The Preliminary Development Plan Report for the North Heincke Kroger Development, shown in "Exhibit C" attached to this Ordinance and incorporated herein, is hereby approved.

Section 5.

The Zoning Map is subsequently amended, attached to, and made a part of Ordinance No. 2712 is hereby amended to reflect the foregoing rezoning classification contained herein and the City Manager is authorized and directed to cause said rezoning to be reflected on the Zoning Map.

Section 6.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

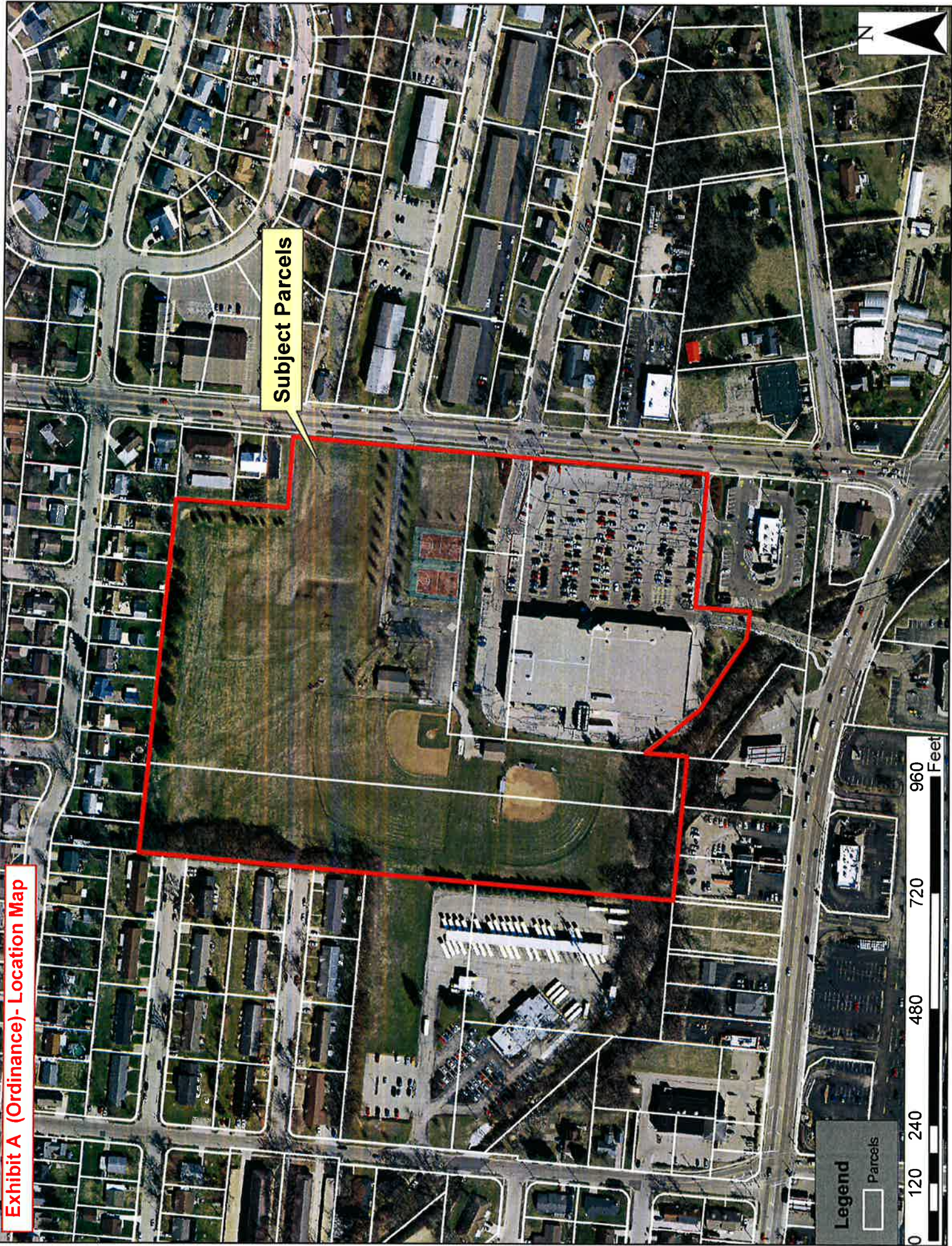
Passed: July 20, 2021

Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins

Michelle L. Collins, Mayor

**Exhibit A (Ordinance)- Location Map**



**Subject Parcels**

**Legend**  
Parcels

0 120 240 480 720 960 Feet



SECTION 25, TOWN 1, RANGE 6, N.R.5  
 CITY OF MISSISSIPPI  
 MONTEGOMERY CENTER, MISS.  
 AND ALL OF LOT 4619  
 AND REMOVAL OF LOT 4152  
 1015 ON THE PLAT OF THE CITY OF MISSISSIPPI

**SITE LAYOUT PLAN**

**PRELIMINARY DEVELOPMENT PLAN**


**THOMAS ASSOCIATES, INC.**  
 4 Engineers  
 4 Surveyors  
 23119 JONES ROAD  
 SUITE 200  
 JACKSON, MISSISSIPPI 39211  
 PHONE: 601-977-1000  
 FAX: 601-977-1001  
 WWW: THOMASASSOCIATES.COM

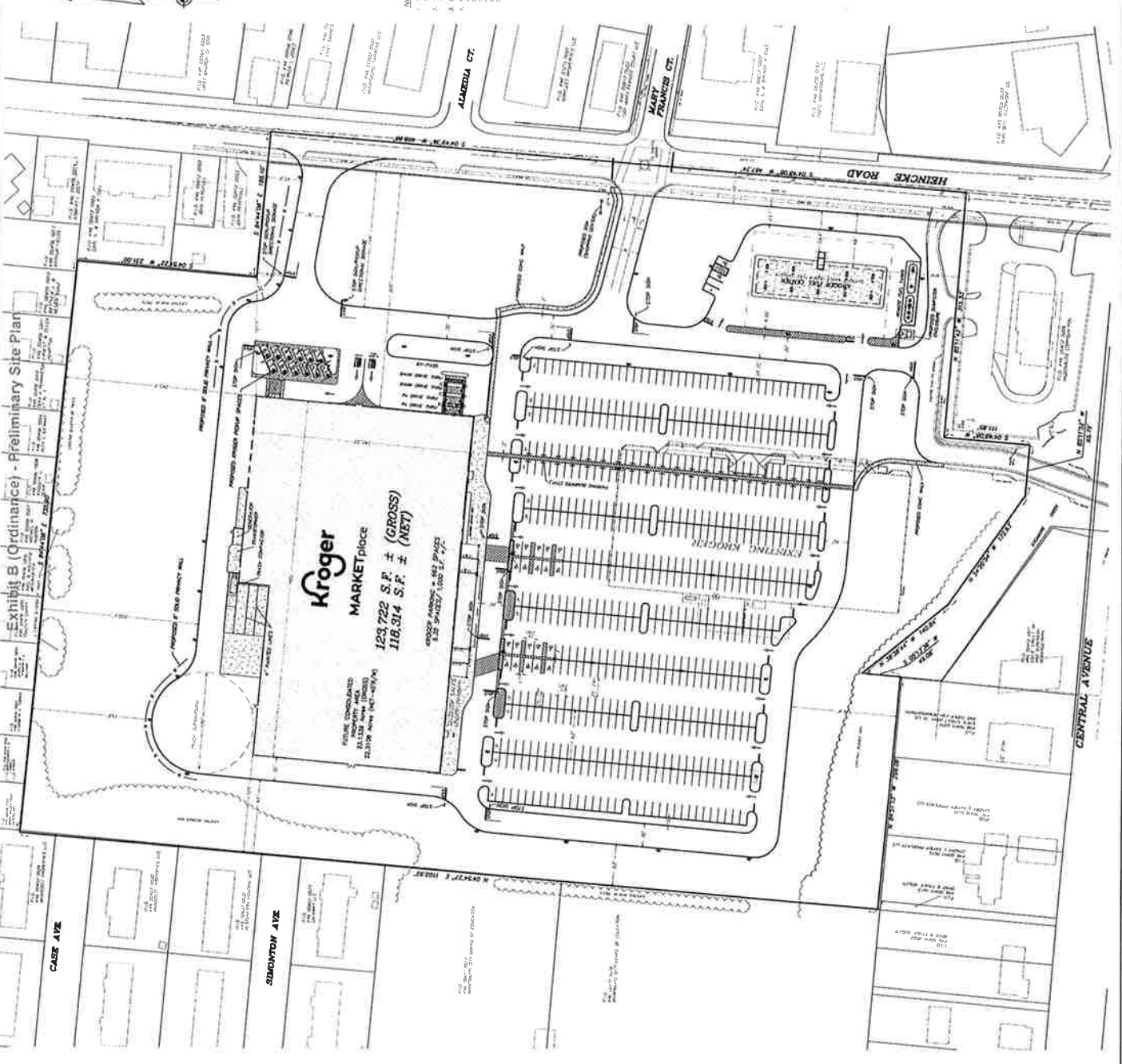
SHEET: MARCOZ B, 2021  
 DATE: 11-27-20  
 JOB NO.: 6558-20



**BASIS OF BEARINGS**  
 ALL BEARINGS ARE TO THE SOUTH POINT OF THE MONTEGOMERY CENTER, MISSISSIPPI.

**SUMMARY TABLE**  
 SITE AREA: 231,119 SQ. FT. (5.31 AC)  
 PROPOSED USE OF FACILITIES: RETAIL SUPERMARKET  
 PROPOSED LOT AREA: 118,314 SQ. FT. (2.71 AC)

- NOTES**
1. THIS PLAN IS PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE.
  2. SEE GENERAL LANDSCAPE PLAN FOR PROPOSED TREES AND PLANTINGS.
  3. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
  4. SEE THE SITE PLAN FOR THE PROPOSED DRIVEWAY AND PARKING LAYOUT.
  5. THE PROPOSED DRIVEWAY AND PARKING LAYOUT IS SUBJECT TO THE APPROVAL OF THE CITY OF MISSISSIPPI.
  6. THE PROPOSED DRIVEWAY AND PARKING LAYOUT IS SUBJECT TO THE APPROVAL OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.
  7. THE PROPOSED DRIVEWAY AND PARKING LAYOUT IS SUBJECT TO THE APPROVAL OF THE MISSISSIPPI DEPARTMENT OF REVENUE.
  8. THE PROPOSED DRIVEWAY AND PARKING LAYOUT IS SUBJECT TO THE APPROVAL OF THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY.
  9. THE PROPOSED DRIVEWAY AND PARKING LAYOUT IS SUBJECT TO THE APPROVAL OF THE MISSISSIPPI DEPARTMENT OF HEALTH.
  10. THE PROPOSED DRIVEWAY AND PARKING LAYOUT IS SUBJECT TO THE APPROVAL OF THE MISSISSIPPI DEPARTMENT OF SOCIAL SERVICES.



**LEGEND**  
 - - - - - EXISTING DRIVEWAY  
 - - - - - EXISTING UTILITY  
 - - - - - EXISTING SIDEWALK  
 - - - - - EXISTING CURB  
 - - - - - EXISTING DRIVEWAY  
 - - - - - EXISTING SIDEWALK  
 - - - - - EXISTING CURB

**UNDEVELOPED UTILITIES**  
 BEFORE YOU DIG  
 CALL 800-4-A-MISSISSIPPI  
 OR VISIT WWW.MISSISSIPPI.GOV



## **Ordinance #6912**

### **Exhibit C**

*Preliminary Development Plan Report – North Heincke Kroger Project*

**Special Development District 2 (SDD-2)**  
**Preliminary Development Guidelines Report**  
 North Heincke Road Kroger Development

**SECTION 1 - DESCRIPTION OF THE SITE AND INTENT:**

**Parcels Included.**

The proposed rezoning of 23.1339 acres of property contained in Montgomery County Auditors Parcels K46 00412 0012, K46 00412 0013, K46 00412 0010, K46 00412 0004, and K46 00412 0001 and more particularly described as follows:

Beginning at the northwest corner of Lot 2159, said point also being in the east line of the Mound Plat Section One as recorded in Plat Book 63. Page 66 in the Plat Book records of Montgomery County, Ohio and also being in the South line of Brody's Subdivision Number 5 as recorded in Plat Book NN page 37 of the Plat Book records of Montgomery County, Ohio; thence with the south line of the said Brody's Subdivision Number 5, South 84° 44' 08" East, 735.90 feet; thence South 04° 51' 22" West, 231.00 feet; thence South 84° 44' 08" East, 188.10 feet to the centerline of Heincke Road; thence along the said centerline, South 04° 49' 36" West, 408.88 feet; thence South 04° 48' 08" West, 487.24 feet; thence departing the said centerline, North 85° 11' 42" West, 315.33 feet; thence South 04° 48' 08" West, 111.85 feet; thence North 85° 11' 52" West, 65.79 feet; thence North 54° 20' 54" West, 172.63 feet; thence North 38° 38' 44" West, 140.84 feet; thence South 05° 13' 36" West, 49.08 feet; thence North 84° 51' 13" West, 299.06 feet; thence North 04° 54' 27" East, 1102.92 feet to the point of beginning.

The properties are currently zoned "R-3" Residential District and "PC" Planned Commercial District. The Special Development District 2 is sought to allow for the development of a 123,722 square foot Kroger store and fuel center.

**Ownership of Site.**

Topvalco Inc. owns parcels K46 00412 0012, K46 00412 0013, K46 0042 0010. First Church of God owns parcels K46 00412 0004 and K46 00412 0001.

**Justification for Special Development District Destination.**

The southern portion of the subject properties was developed in the mid 1990's as a 68,860 square foot Kroger grocery store with parking. Access to the store is from two points on Heincke Road and one point on Central Avenue. The northern portion of the site has been developed as Groby Field; athletic fields owned by the First Church of God. The proposed redevelopment will promote economic development in the City by creating 115 new jobs in addition to maintaining the 150 employees currently employed by Kroger, (265 employees total). The approximately twenty million dollar investment will expand the existing taxes generated from the property. The inclusion of services such as a fuel center, increased online shopping pickup spaces, the inclusion of a bank, a Starbucks, and increased pharmacy pickup points, all will contribute to improving the grocery shopping experience for Miamisburg residents.

### **Intent.**

It is the intent of Kroger to consolidate the five parcels and redevelop the site as a 123,722 square foot (gross) grocery store with 662 parking spaces and a Kroger fuel center with 18 fuel stations. Kroger has committed to utilizing the northern approximately 3.3 acres of the property as maintained open space, creating a buffer area to the rear of the store. The 3.3 acres of open space to represent 14% of the total site area. Existing berming and vegetation will be supplemented by additional landscape material, providing buffering to adjacent residential uses which are over 200 feet to the north.

*Refer to Exhibit 1 – Preliminary Site Plan – attached to this Special Development District document and incorporated herein for the preliminary site plan for the property.*

### **Purpose.**

This Special Development District (“SDD-2”) is being created for the 23.1339 acres on Heincke Road to allow for the development of a Kroger Marketplace. The proposed store will be able to offer a variety of goods and services to Miamisburg customers that are not currently available to them without leaving town. The proposed development has been designed in a manner to conform to the intent of the Miamisburg Land Use Plan. Adopted 31 years ago, the plan designates the existing Kroger store and adjacent athletic fields for “High Density Residential” use. This designation was chosen to provide a buffer use between the active commercial uses on Central Avenue and the single-family homes on East Lindsey. Kroger is proposing to maintain that buffer area with a 3.3 acre open space with landscaping, creating a more natural buffer. Also of consideration is the age of the existing Land Use Plan. Planning Standards typically maintain that a Comprehensive or Land Use Plan be updated every five to ten years. At the time the Land Use Plan was adopted in 1990, there were approximately 11 million cell phone uses, compared to 2.5 billion in 2020. Drive through pharmacies were not available, but film could still be dropped off at kiosks for development. Since the Land Use Plan was adopted, there have been significant changes in land use activities since 1990, such as how people shop. Gone are the days of enclosed malls in favor of online shopping with either delivery or store pickup. The City itself has changed, including the development of the existing Kroger store on property designated for “High Density Residential” use. Incorporating a neighborhood based retailer at this location, including the proposed 3.3 acres buffer, creates employment opportunities, expands the city’s tax base, and provides goods and services conveniently to City residents while protecting adjacent existing land uses.

## **SECTION 2 - DEVELOPMENT GUIDELINES.**

The 23.1339 acres currently contains a 66,860 square foot Kroger store and athletic fields. The development of the site shall be in conformance with the following standards and guidelines:

### **A) Uses:**

- (1) **Permitted Uses.** The following uses are generally-permitted within on the site:
  - A. All generally permitted and special uses in the OS-1 District (per the City of Miamisburg Zoning Code), with the exception of those uses permitted as special uses in subsection (2) hereof.
  - B. Department Stores with accessory outdoor merchandising.
  - C. Grocery Stores.
  - D. Establishments engaged in the retail trade of drugs, books and stationery, apparel, flowers, antiques, sporting goods, jewelry, optical goods, furniture, home furnishings, cameras-photo supplies, hobby materials, music materials, musical instruments, pets



and pet supplies, radio, televisions and their service, newspapers, magazines and similar retail products and activities.

- E. Office equipment and supply stores.
- F. Auto parts and accessory stores.
- G. Eating establishments, fast-food (carryout and/or delivery only).
- H. Eating establishments, standard (non-drive thru).
- I. Convenience stores (non-drive thru).
- J. Personal service establishments.
- K. Animal grooming establishments.
- L. Boutique retail.
- M. Technical repair establishments.
- N. Photographic studios.
- O. Indoor fitness centers and gyms.
- P. Accessory buildings incidental to the principal use.

- (2) Special Uses. The following special uses are subject to review in accordance with Chapters 1294 and 1296 of the Planning and Zoning Code:

- A. Hospitals.
- B. Nursing homes.
- C. Nonprofit, professional, service, charitable and labor organizations.
- D. Churches.
- E. Schools and educational institutions.
- F. Automobile Fueling/Recharging Stations.

- (3) Prohibited Uses. The following uses are prohibited in the SDD-2 District (note: the absence of a use from this list does not imply that the use is permitted):

- A. Auto and truck rental; new and used car, truck or motorcycle sales and service.
- B. Automobile repair garages and/or service stations.
- C. Warehouse, material handling, packaging, and product distribution facilities.
- D. Truck, recreational vehicle, equipment sales, rental, repair and/or service.
- E. Truck terminals, truck plazas, truck stops.
- F. Heating and electrical power generating stations.
- G. Yards of general contractors.
- H. Mini storage or self-storage facilities of any kind or size.
- I. Drive-in theaters.
- J. Junk, scrap, wrecking yards or salvage yards.
- K. Petroleum refining, petroleum storage.
- L. Sewage disposal plants and landfills.
- M. Coal, coke and fuel yards.
- N. Cement, lime, gypsum, or plaster manufacturing.
- O. Distillation of bone, coal, tar, petroleum, refuse, grain or wood.
- P. Fertilizer manufacturing.
- Q. Compost or storage of garbage, offal, dead animals, refuse, or rancid fats.
- R. Incineration, glue manufacturing, size or gelatin manufacturing where the processes include the refining or recovery of products from animal refuse or offal.
- S. Livestock feeding yards, slaughtering of animals, or stock yards.
- T. Petroleum or asphalt refining or manufacturing.
- U. Smelting or refining of metals from ores.
- V. Steam board hammers and forging presses.
- W. Storage, curing and tanning of raw, green, or salted hides or skins.
- X. Commercial television, telecommunication, radio and microwave towers.

- Y. Outdoor storage.
- Z. Outdoor processing, fabrication, or production of any kind.

**B) Yard Requirements:**

As approved on the Final Development Plan.

*Refer to Exhibit 1 – Preliminary Site Plan – attached to this Special Development District (SDD-2) document and incorporated herein for the preliminary site plan for the property.*

**C) Structural and Architectural Requirements:**

- 1) Maximum building height: Refer to the standards of the OS-1 District.
- 2) Other structural and architectural requirements: As approved with the Final Development Plan. *Refer to Exhibit 2 – Preliminary Building Elevations – Attached to this Special Development District (SDD-2) document and incorporated herein for the preliminary building elevations for the proposed structures.*

**D) Signage:**

- 1) Freestanding Signs:
  - Number. One Freestanding sign.
  - Setback. Setback shall meet the requirements of the Planning and Zoning Code for freestanding signs.
  - Location. Refer to Exhibit 1 for the approximate location of the proposed freestanding sign.
  - Height. Maximum height of 15 feet tall.
  - Size. Maximum size of 106 square feet of sign area.
- 2) Other signs. For all other signs and sign standards, refer to the sign standards for the GB-1 (General Business) District contained in Chapter 1293 of the Planning and Zoning Code and the other applicable standards of chapter 1293.

E) Landscaping and Screening. All landscaping and screening shall be installed and maintained pursuant to *Exhibit 3 – Preliminary Landscaping and Buffering Plan – attached to this Special Development District (SDD-2) document and incorporated herein.*

**F) Parking and Loading Requirements:**

- 1) Refer to the parking requirements of the Planning and Zoning Code for the minimum number of required off-street parking spaces.
- 2) Parking space and drive aisle size requirements for the SDD-2 are as follows:

<b>SDD-2 Parking Space and Drive Aisle Size Requirements</b>						
<b>Parking Pattern</b>	<b>Maneuvering Lane Width</b>		<b>Parking (1)</b>	<b>Parking (2)</b>	<b>Total Width of Two Tiers of Spaces Plus Maneuvering Lane</b>	
	<b>One-Way</b>	<b>Two-Way</b>	<b>Space Width (ft.)</b>	<b>Space Length (ft.)</b>	<b>One-Way (ft.)</b>	<b>Two-Way (ft.)</b>
0°	12	18	9	23	30	36
30° to 53°	13	20	9	19	Varies*	Varies*
54° to 74°	18	24	9	19	Varies*	Varies*
75° to 90°	25	25	9-1/2	19	60	63

Note: (1) Measured perpendicular to the longitudinal space centerline  
 (2) Measured along the longitudinal space centerline

\*Minimum maneuvering lane and parking space sizes must be met.

3) Required number of loading spaces:

Three loading spaces. Minimum size per loading space shall be 10' wide by 50' long.

G) Pedestrian Amenities:

A seven (7) foot wide sidewalk will be constructed on the north side of the access point on Heincke Road at Mary Francis Court. The sidewalk will link the sidewalk on Heincke to the southeast corner of the store. The existing sidewalk from E. Central will be extended to the new parking area where a pedestrian crosswalk is provided north through the parking field to the front of the store.

H) Lighting:

As provided for in the Photometric Lighting Plan and cut sheets approved with the Final Development Plan.

I) Other standards and guidelines:

- a) Storm Water Management. Storm water management systems shall meet the requirements of the Miamisburg Engineering and Public Works Departments.
- b) Phasing. This Special Development District (SDD-2) will be constructed in a single phase, estimated to take one (1) year from the start of construction to complete.
- c) Fences. Barbed and razor wire fences are prohibited from the site. For all other fence standards, refer to approved Final Development Plan and Chapter 1289 of the Planning and Zoning Code.
- d) Requirements not listed herein. Refer to the Planning and Zoning Code of the City of Miamisburg, other applicable guiding documents, and the approved Final Development Plan for standards and requirements not listed herein.



SECTION 25, TOWN 1, RANGE 6, MER. S.  
 AND ALL OF LOT 1469  
 AND BEING PART OF LOT 2132  
 MONTGOMERY COUNTY, OHIO  
 CITY OF MANSBURG

SECTION 25, TOWN 1, RANGE 6, MER. S.  
 AND ALL OF LOT 1469  
 AND BEING PART OF LOT 2132  
 MONTGOMERY COUNTY, OHIO  
 CITY OF MANSBURG

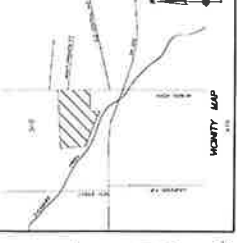
**PRELIMINARY DEVELOPMENT PLAN**

**SITE LAYOUT PLAN**

**tga**  
 THOMAS  
 ASSOCIATES, INC.  
 Engineers  
 Surveyors

187 Chamberlin Drive  
 Columbus, Ohio 43207  
 Phone: 614.293.5150  
 Fax: 614.293.5151  
 www.thomasga.com

MARCH 8, 2021  
 DATE: 1" = 50'  
 SHEET NO.: 6558



**BASE OF BEARINGS**  
 North bearing on 100' E.L. 2nd, South Range  
 Township 1 North, Range 6 East

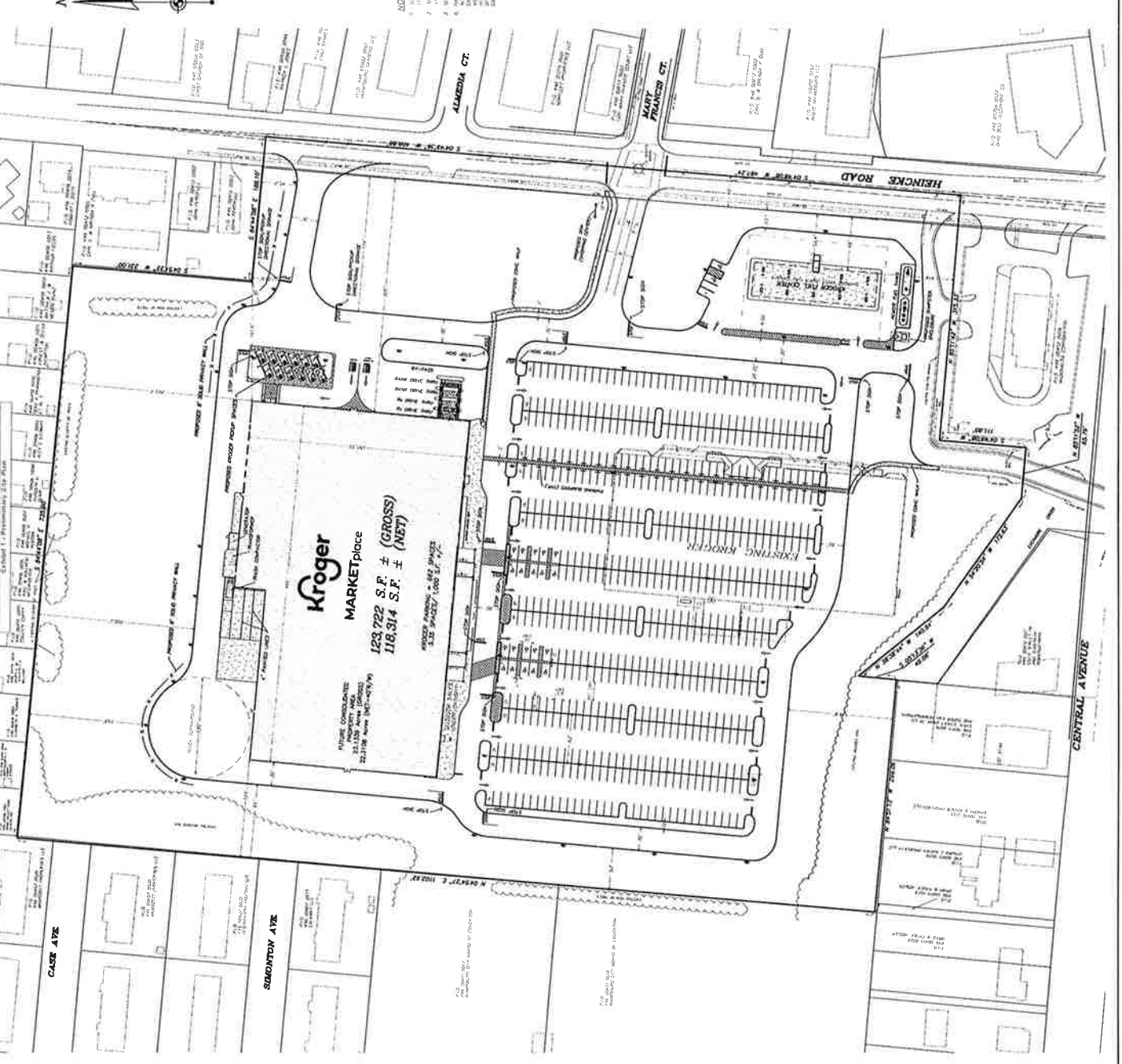
**SUMMARY TABLE**

**SITE AREA**  
 22,318.00 SQ. FEET (0.51 AC - APPROX. 80')

**PROPOSED USE OF PLACES**  
 SUPERMARKET CENTER  
 PROPOSED PARKING SPACES = 652

**NOTES**

1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
2. SEE EXISTING RECORD PLANS FOR UTILITY LOCATIONS AND DEPTHS.
3. SEE EXISTING RECORD PLANS FOR UTILITY LOCATIONS AND DEPTHS.
4. SEE EXISTING RECORD PLANS FOR UTILITY LOCATIONS AND DEPTHS.
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10. SEE EXISTING RECORD PLANS FOR UTILITY LOCATIONS AND DEPTHS.



**LEGEND**

	ASPH.
	CONCRETE
	ASPH.
	GRAVEL
	SAND
	GRAVEL
	SAND
	GRAVEL
	SAND

**UNDERGROUND UTILITIES**

2. APPROX. 30' S.D.

**BEFORE YOU DIG**

800-333-2766

OHIO STATE DEPARTMENT OF TRANSPORTATION  
 DIVISION OF PUBLIC SAFETY





WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

- EXTERIOR MATERIAL LEGEND
- 1) Concrete, Unpainted Concrete CMU - 8" x 8" x 16"
  - 2) Cast-In-Place Concrete - 4" Thick - 12" x 12" x 16"
  - 3) Cast-In-Place Concrete - 4" Thick - 12" x 12" x 16"
  - 4) Cast-In-Place Concrete - 4" Thick - 12" x 12" x 16"
  - 5) Cast-In-Place Concrete - 4" Thick - 12" x 12" x 16"
  - 6) Cast-In-Place Concrete - 4" Thick - 12" x 12" x 16"
  - 7) Cast-In-Place Concrete - 4" Thick - 12" x 12" x 16"



FUEL CENTER ELEVATIONS

February 25, 2021

KROGER STORE A770

Miamisburg, OH



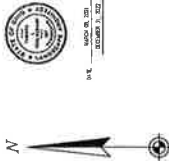
PRELIMINARY DEVELOPMENT PLAN  
LANDSCAPE PLAN  
SECTION 22, TOWN OF MARION  
MONTGOMERY COUNTY, OHIO

Exhibit 3 - Preliminary Landscaping and Buffering Plan



- LANDSCAPE NOTES:**
1. CONTRACTOR MUST MAINTAIN SPECIFICATIONS LISTED ABOVE.
  2. ALL PLANTING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF MARION LANDSCAPE MAINTENANCE ORDINANCE.
  3. EXISTING LAWN AREAS THAT ARE DESTROYED SHALL BE RESEEDED WITH THE SAME SPECIES AND VARIETY AS THE EXISTING LAWN.
  4. ALL MULCH AREAS, EXISTING AND PROPOSED, MUST BE MAINTAINED WITH MULCH DEPTH AND WIDTH PER THE SPECIFICATIONS LISTED ABOVE.
  5. ALL LANDSCAPE AREAS, THAT WERE PREVIOUSLY MAINTAINED BY THE CITY OF MARION, SHALL BE MAINTAINED AND PROPERTY MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER FOR THE SPECIFICATIONS LISTED ABOVE.
  6. AUTOMATIC IRRIGATION SYSTEM IS NOT BEING INSTALLED FOR THIS DEVELOPMENT.

GRAPHIC SCALE  
1" = 50'



**PLANT SCHEDULE**

PLANT NAME	QUANTITY	PLANT NAME	QUANTITY	PLANT NAME	QUANTITY	PLANT NAME	QUANTITY
2.0000 2" x 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	1	3.0000 2" x 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	1	4.0000 2" x 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	1	5.0000 2" x 4" x 6" x 8" x 10" x 12" x 14" x 16" x 18" x 20" x 22" x 24" x 26" x 28" x 30" x 32" x 34" x 36" x 38" x 40" x 42" x 44" x 46" x 48" x 50" x 52" x 54" x 56" x 58" x 60" x 62" x 64" x 66" x 68" x 70" x 72" x 74" x 76" x 78" x 80" x 82" x 84" x 86" x 88" x 90" x 92" x 94" x 96" x 98" x 100"	1



# PLANNING COMMISSION STAFF REPORT

FOR THE MEETING OF MAY 24, 2021

**CASE NUMBER:** RZ-03-21

**PREPARED BY:** Ryan Homsj, City Planner

**APPLICANT:** Anne McBride, FAICP  
5721 Dragon Way, Ste. 300  
Cincinnati, OH 45227

**OWNER:** Topvalco Inc  
1014 Vine Street, 7<sup>th</sup> Floor  
Cincinnati, OH 45202  
&  
First Church of God  
446 N. Heincke Road  
Miami'sburg, OH 45342-2638

**LOCATION:** 155 & 301 N. Heincke  
Miami'sburg, OH 45342

**ZONING:** R-3 and PC

**REQUEST:** Rezone the properties at 155 and 301 N. Heincke from the current zoning designations of R-3 (Residential) and PC (Planned Commercial) to SDD-2 (Special Development District 2) and approval of the preliminary development plan for the property as a commercial development comprised of a new Kroger Marketplace, fueling station, and associated parking and loading areas.

**STAFF RECOMMENDATION:** That the Planning Commission recommend that City Council adopt Ordinance 6912 with the changes recommended by the Planning Commission and with conditions to be met by the Final Development Plan.

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## Introduction/Background

The Development Department received a request for the approval of a preliminary development plan for the properties at 155 and 301 N. Heincke. The request includes the rezoning of the properties from R-3 (Residential) and PC (Planned Commercial) to SDD-2 (Special Development District) for permitting a commercial development that will include a Kroger Marketplace, fueling station, and associated parking/loading areas. The whole development is spread over ~21.67-acres, including 14.83 acres which contain *Groby Field* and 6.84-acres which contain the existing Kroger store.

The subject property is comprised of five parcels (K46 00412 0001, K46 00412 0004, K46 00412 0010, K46 00412 0012, and K46 00412 0013). Together, the proposed development area measures ~21.67 acres in size.

City Council held the first reading of Ordinance #6912 on April 20, 2021, which, if approved, will rezone the subject properties from PC and R-3 to SDD-2 and approve the preliminary development plan for the subject property. Copies of the subject ordinance are attached for reference – proposed changes to the Ordinance, which include adding the Preliminary Development Guidelines report as an exhibit to the Ordinance, are marked [in this format](#). Following your proceedings on this matter, City Council will have the second reading of the subject ordinance.



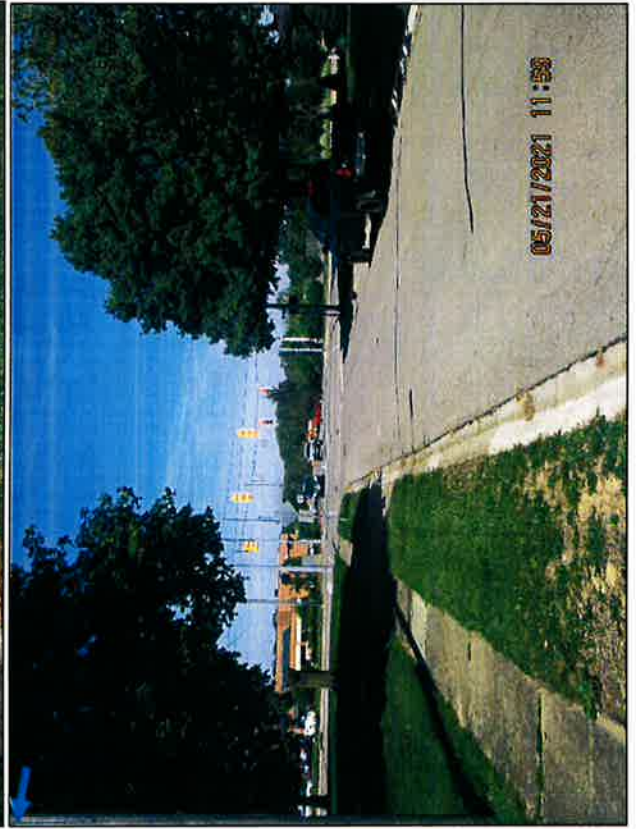
### ***Surrounding Land Uses & Built Environment***

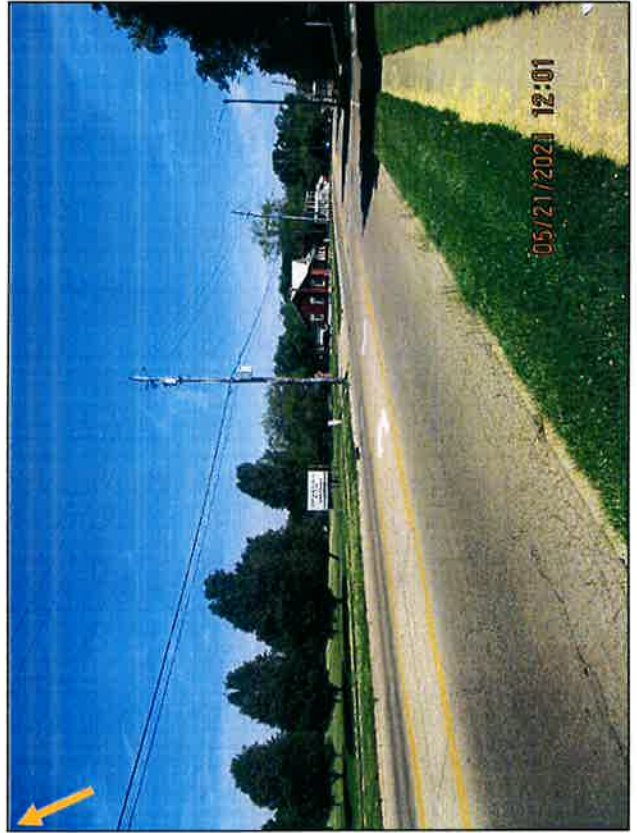
The immediate vicinity is surrounded by a mixture of uses. Commercial uses are located to the south and east, residential uses are to the north, east and west, while an institutional use is to the west. The importance of providing adequate visual and audio buffers between the proposed development and the adjacent residential uses is a major focus of this report.



**Existing Conditions**

The subject properties include the existing Kroger and associated parking/loading areas as well as Groby Field, which is a private park area owned by Miamisburg First Church of God. The park was developed starting in the mid-1990s after the Church acquired the property.

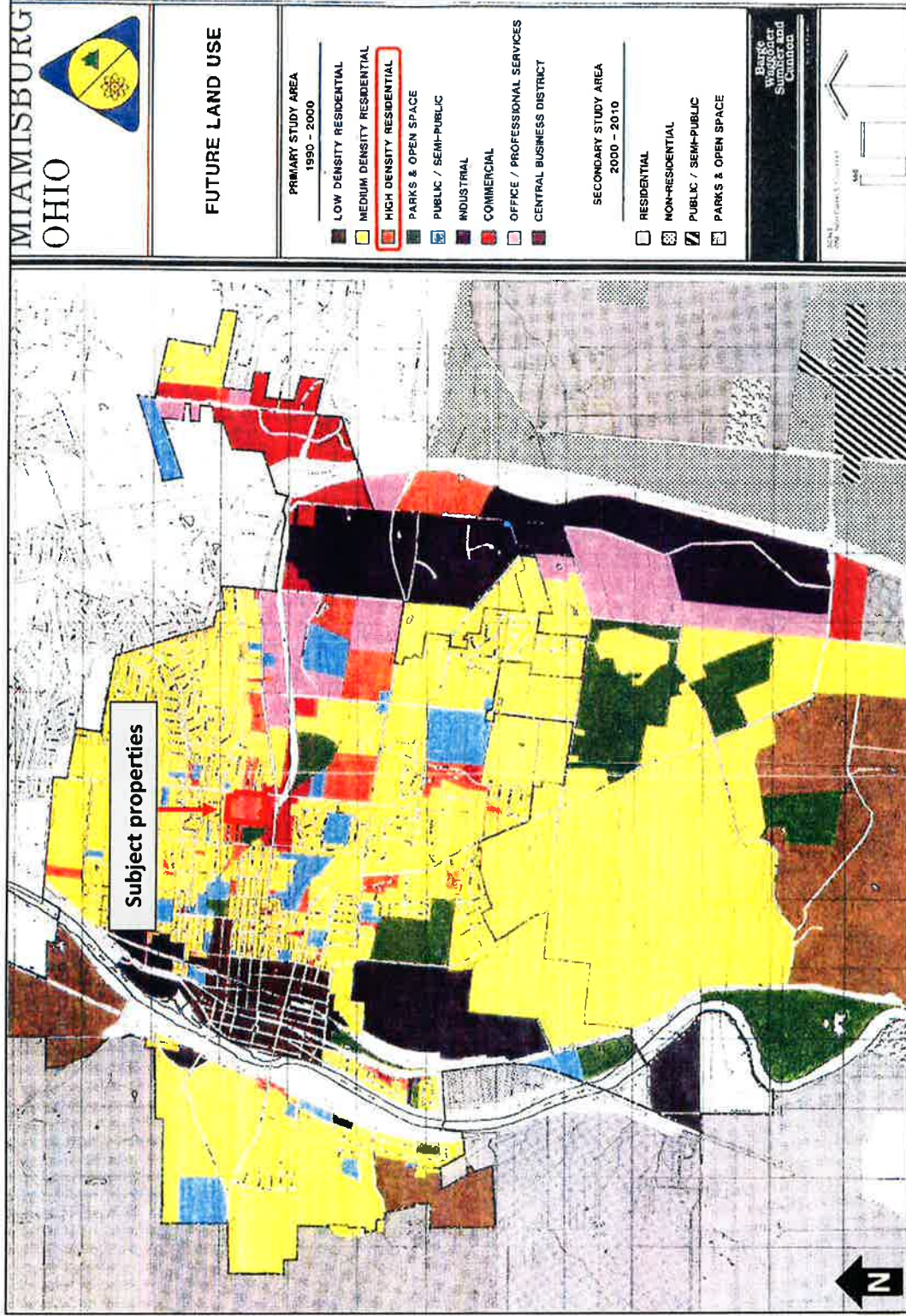




## Land Use Analysis

### 1990 Land Use Plan

The most recent future land use plan for this area of town was adopted in 1990 and shows the subject area, including the existing Kroger, as being high-density residential. The map below depicts the approximate location of the subject properties.



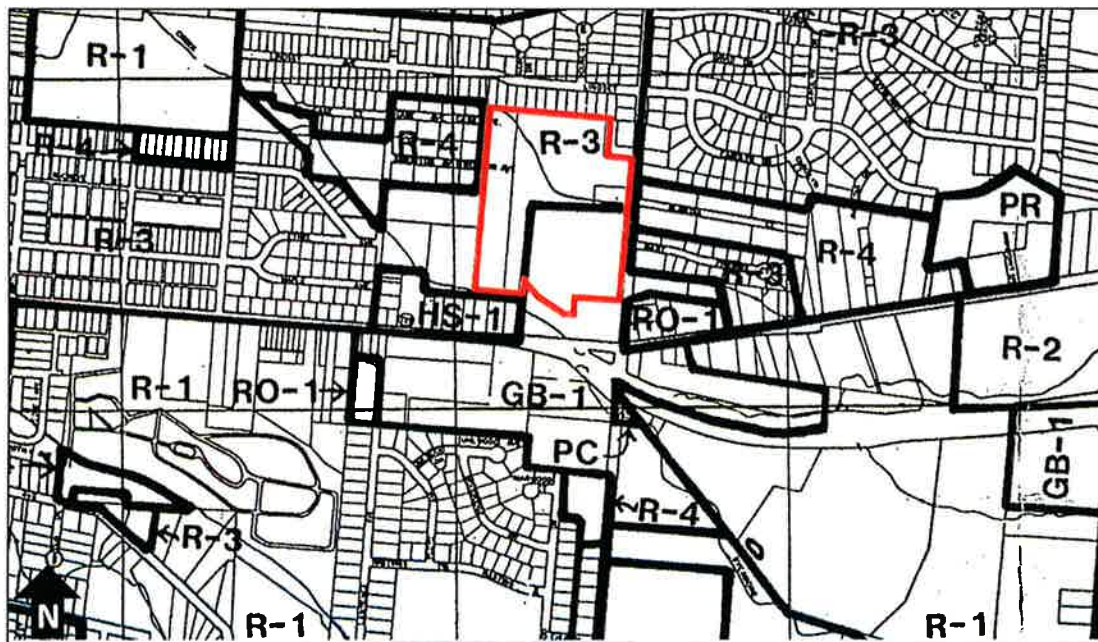
Per the land use plan, high density residential areas are as follows:

*High Density Residential - These growth areas are located within the existing developed areas of Miamisburg. Typically, high density residential land uses will have densities ranging from six (6) to twelve (12) units per acre. When located adjacent to less intensive land uses, (i.e., low and medium density residential) high density residential land uses should provide buffers, screens, and the like to mitigate visual encroachment on the adjacent uses.*

When the 1990 land use plan was adopted, this area was likely marked as high density residential due to the two stub streets from Case Avenue and Simonton Avenue, both of which were developed with high density residential (~9.6 units per acre) uses, suggesting that these stub streets would eventually continue east into the property that currently contains *Groby Field* with a similar development pattern. Further, the higher density residential could serve as a transitional area between the single-family residential uses along East Lindsey Avenue and the commercial uses on E. Central and just north of the N. Heincke/SR-725 intersection. Most of the existing Kroger property was zoned GB-1 (General Business) at the time the land use plan was adopted.

Since that time, the Miamisburg School District bus garage was developed to the west in the early 1990s on land marked as "Parks & Open Space" and the *First Church Miamisburg* purchased and developed *Groby Field*, which has virtually eliminated the likelihood that Case and Simonton will be extended east.

Further, Kroger was developed via a Planned Commercial zone on the southern portion of the high-density residential area in the mid-1990s as an extension of the commercial corridor on E. Central that contains the *Oddhouse*, *McDonald's*, *Ron's Car Care*, and other businesses. The map below depicts the zoning of the subject area at the time the latest land use plan was adopted:



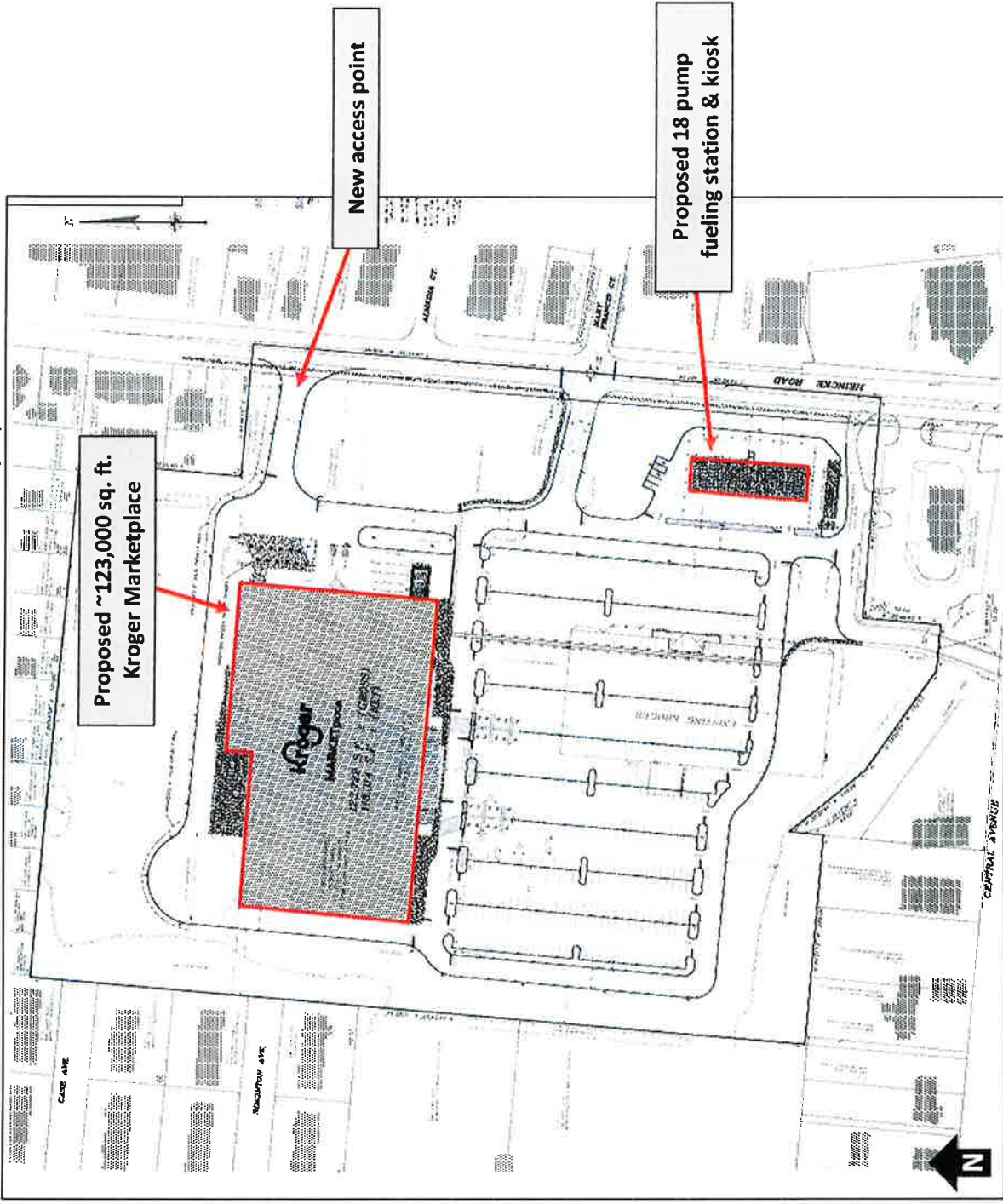
One important design feature of the existing (and proposed) Kroger development is the vehicular and pedestrian connection to and from SR-725, which allows vehicles to enter and exit the site without driving on N. Heincke.

Any rezoning of *Groby field* to allow commercial uses to move further north will require substantial buffering and strategies for ensuring that intense commercial uses are kept from excessively encroaching toward the adjoining residential properties. Potential strategies & actions include:

- 1.) Substantial buffering between the proposed use and adjacent residential uses.
- 2.) Additional buffering along the east side of the property along N. Heincke than what would be required under the base zoning standards.
- 3.) Ensure that the high-intensity components of the commercial uses are south of the building and on the southern side of the site.
- 4.) Ensuring that sufficient landscaping is installed on the property to reduce the urban heat island effect and to counter the negative impacts of greenfield development.
- 5.) Lighting more characteristic of non-residential uses within residential districts should be utilized throughout the site.
- 6.) Any new access points to the site should be far enough south to reduce the likelihood that headlight beams for exiting vehicles will shine directly into homes on N. Heincke.

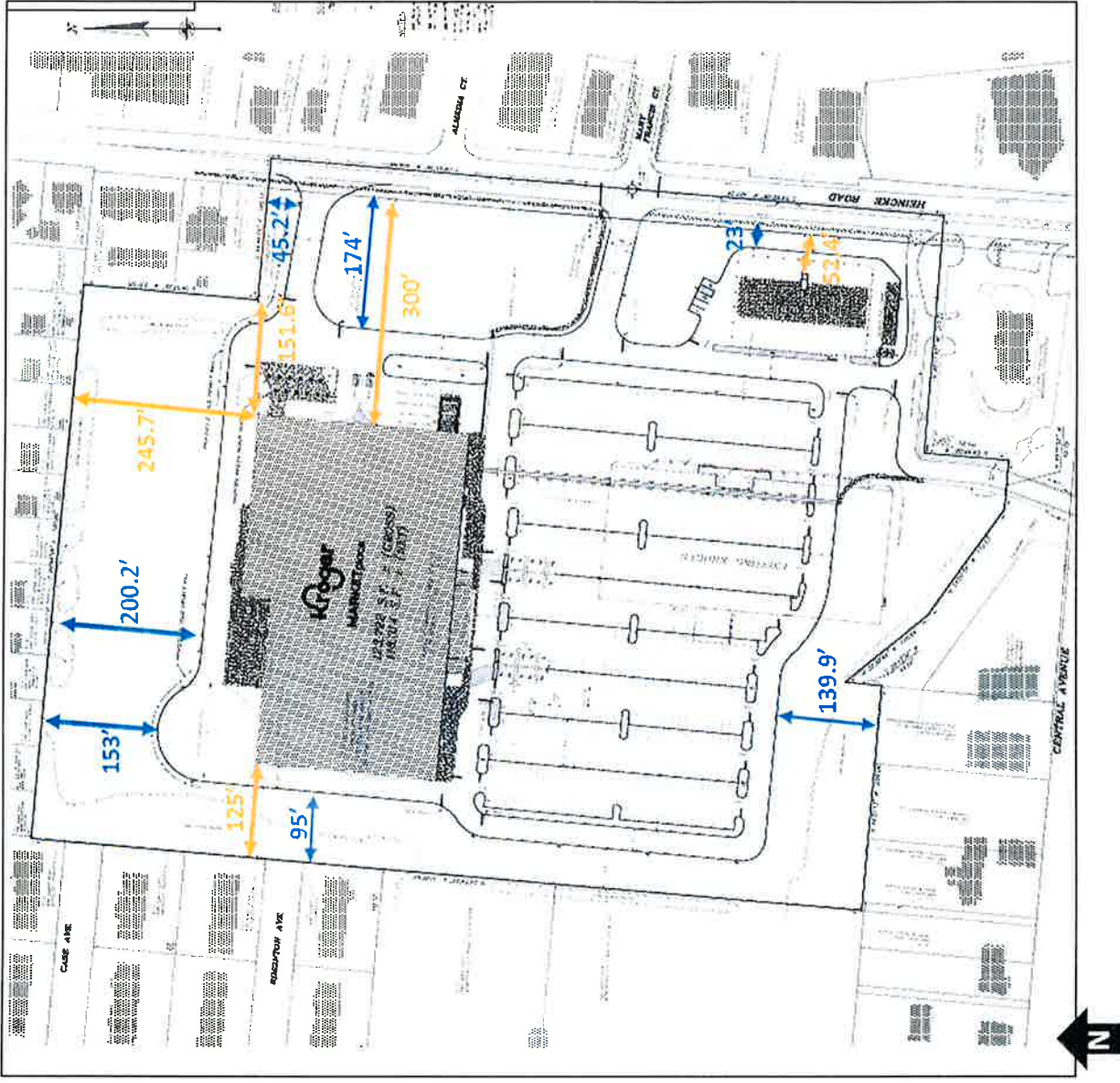
***Proposed Site Design***

The proposed site plan includes a single parcel. The proposed marketplace will measure ~123,700 square feet in size while the fueling station will have a small kiosk along with 18 fueling pumps. One additional access point onto N. Heincke is proposed.



### Proposed Parking and Structure Setbacks

The proposed **structure** and **parking/drive aisle setbacks** on the current plan are sufficient.



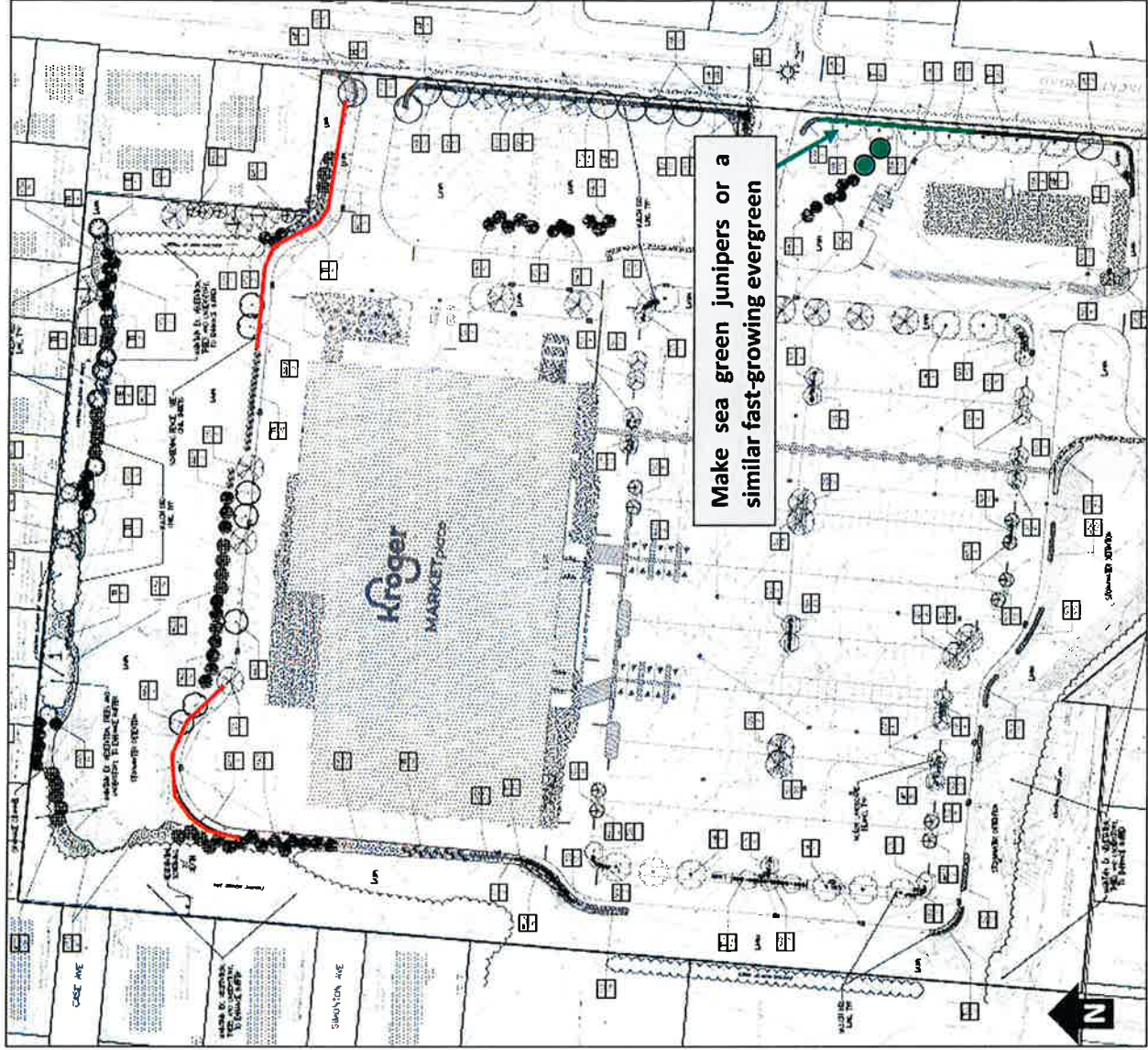


## Landscaping & Buffering

The proposed landscaping/buffering treatments within the parking lot, and on the south and west sides of the property are sufficient. Minor changes to the N. Heincke frontage and major changes to the northern buffering area will allow the plan to meet the intent of the land use plan for this area of town.

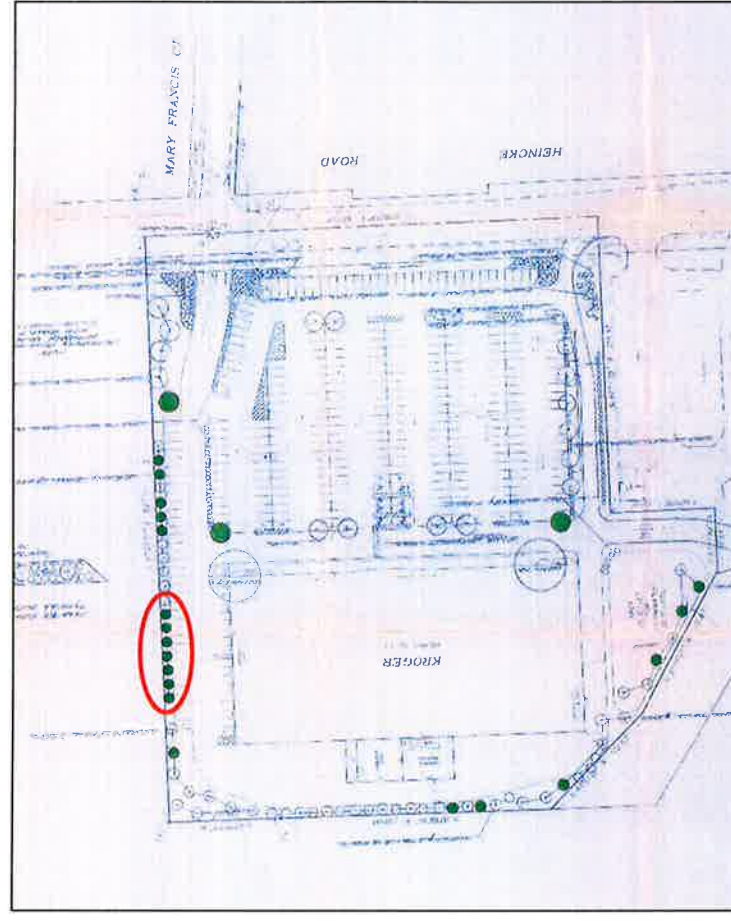
The current plan shows an 8' screening wall (SimTech, stone design) extending across portions of the northern side of the property. The areas between the wall are supplemented with evergreen and deciduous vegetation on both the existing berm along the north and east side of the property and on the north side of the proposed driveway nearer the new Marketplace. It should be noted that most of the proposed evergreen vegetation on the north side of the driveway sits ~3' – 6' lower than the level of the asphalt and will be planted at a minimum height of 6'.

Buffering between the proposed use and the adjoining residential areas is one of the most critical components of this plan. The current plan utilizes the following strategies to provide buffering: retaining existing vegetation (depicted as the "clouds" on the plan to the right), installing new plantings (depicted on the plan to the right), constructing an 8' screening wall along portions of the northern side of the driveway. Staff is recommending a condition that the buffering be increased on the north side of the property to meet the intent of Miamisburg's land use plan. The recommendations and justifications associated with this are discussed on the following pages.



The amount of buffering proposed on the current plan is insufficient along the northern side of the property. Staff is not comfortable relying so heavily on vegetation for screening both the visual and noise effects of the northern drive, trash compactor, and loading dock areas. This proposal does not meet the intent of the land use plan, which is to provide a transitional between the intense commercial uses nearer SR-725 and the residential uses to the north, west, and east. The existing and proposed screening along the west side of the property appears sufficient if what is planted is maintained and what already exists remains in place. Also, historically, when landscaping installed at the current Kroger property became diseased and died, it was removed and never replaced.

Below: The original landscaping plan (left) proposed as a part of the current Kroger property with the trees (not shrubs) marked and the same plan showing what trees are remaining (right):



A photograph of the trees circled in red, which were planted 15' OC, is shown on the following page.



The following pages discuss staff recommendations on how to improve the buffering plan.

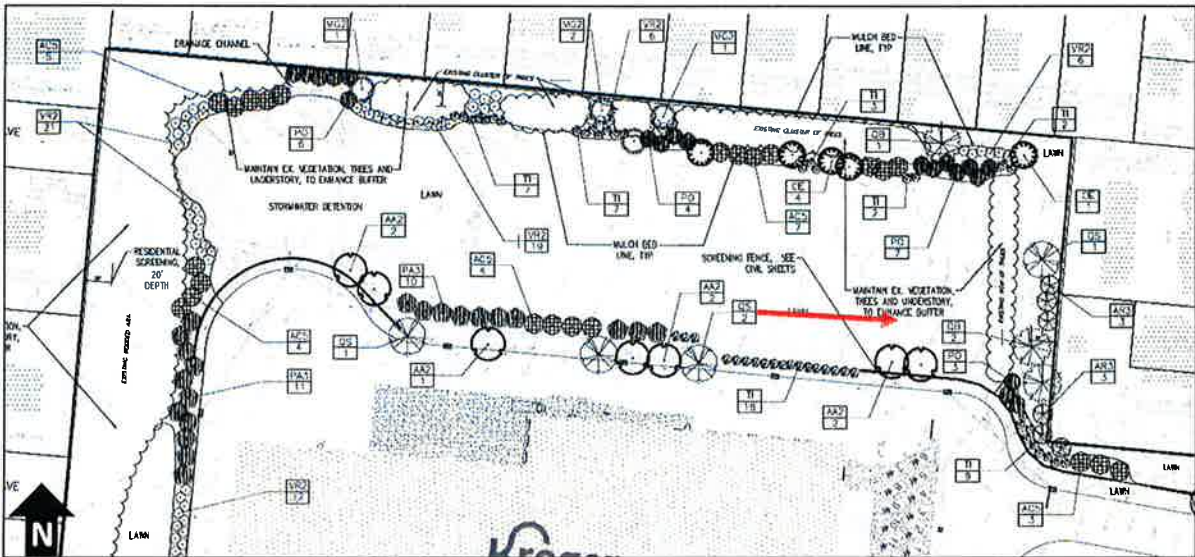
**Recommended Buffering and Screening Conditions**

One additional reason the buffering between the loading/service area of the proposed building and the adjoining residential uses to the north is so important is that the subject site sits higher than the adjoining properties. While the buffer is wide (between 150' and 200' across most of the north side of the property), the proposed landscaping/buffering plan is insufficient to provide the needed transition between an intense commercial use and residential properties in order to meet the intent of the most recent land use plan for this area of town.

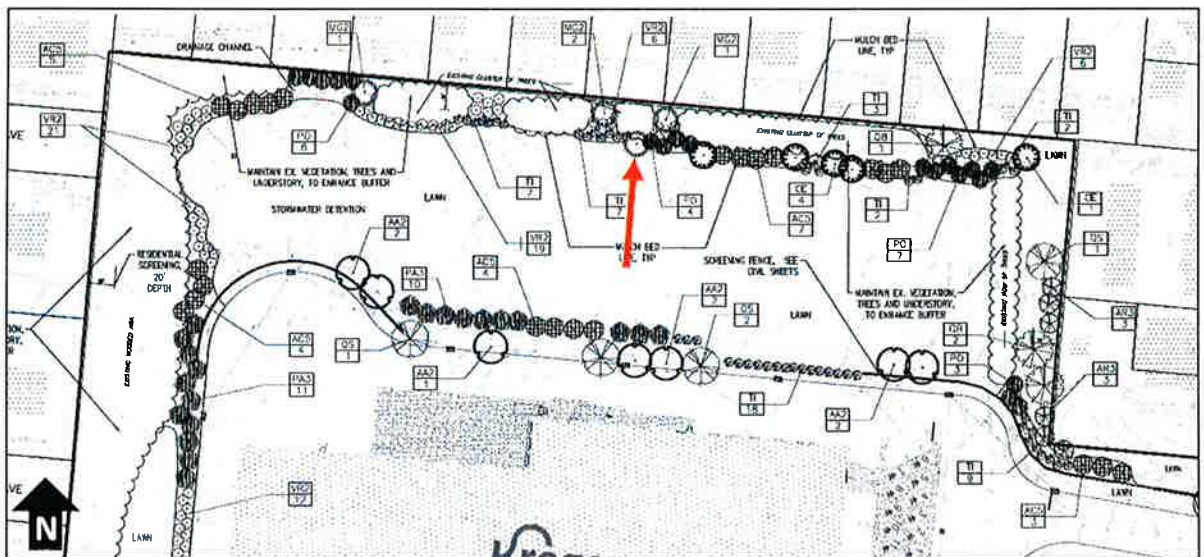
**Tree survey depicting accurate existing screening areas**

First, an accurate survey of the existing vegetation location along the northern, eastern, and western sides of the property needs to be completed. The current plan utilizes "tree clouds" to roughly depict existing vegetation, but it is not accurate in terms of the density and health of the vegetation. As an example, on the east side of the property, the current plan shows a continuous tree cloud while the area is much sparser on the ground.

Below: View of the east side of the property looking east and the proposed buffering plan:



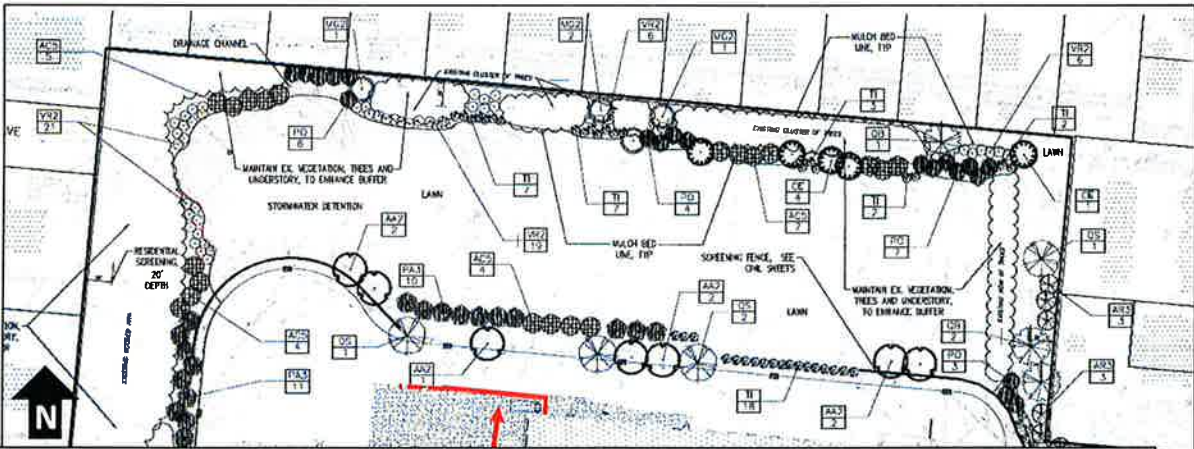
Regarding the health of trees, as another example, there is one cluster of trees marked on the plan that includes a few trees that appear to be diseased and dying.



We need an accurate tree survey of the true level of screening provided by the existing vegetation on the site; including the health of the vegetation, to determine the level of additional screening needed to be included as part of this development. Once this survey is complete, the buffering plan can be finalized as a part of the final development plan.

Loading Dock Wall

Since extending the 8' tall wall across the length of the loading dock drive aisle is not an option; staff is recommending that the same loading dock wall that was installed at the Kroger in Liberty Township (photo below), be installed at the Miamisburg Kroger for the purpose of providing a visual and audio buffer from the trucks in the loading dock area and the trash compactor.



**Solid line:** required loading dock wall like what was installed at the Kroger in Liberty Township.  
**Dashed line:** The gap between the end of the 8' screening wall north of the driveway and the end of the loading dock wall. A strategy to close this gap will need to be proposed as a part of the FDP.

Note: based on the turning radius information submitted for trucks, there may need to be adjustments to the drive areas to fully accommodate the wall.

Additional vegetation along and near the berm on the north side of the property

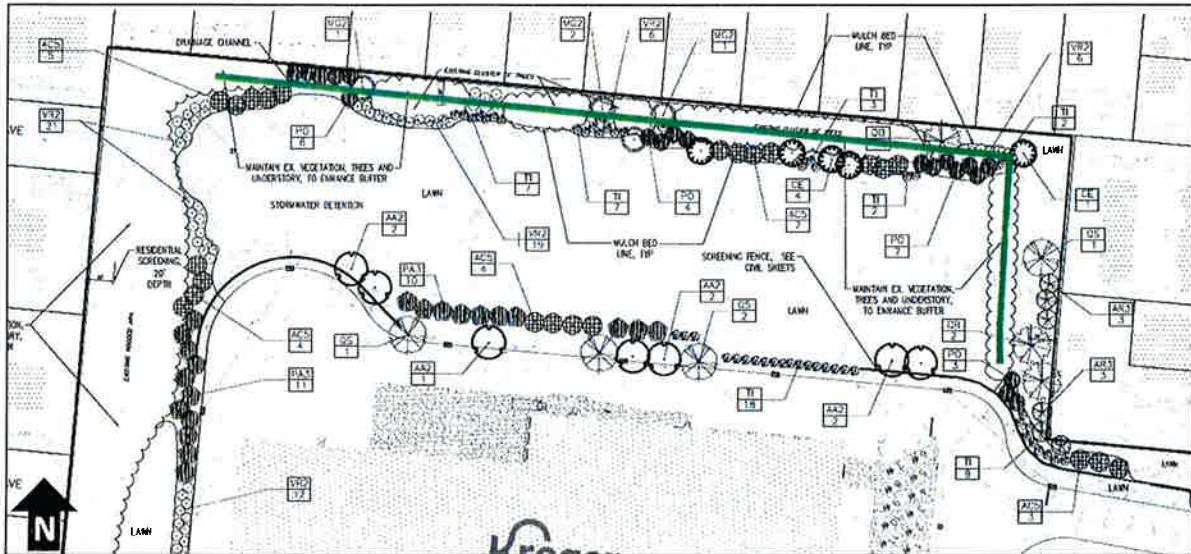
Since the wall cannot be extended fully along the north side of the driveway, additional vegetation along the berm on the north and east side of the property will be recommended as a condition for this project. The landscape buffer provided between the loading dock area and Innovation Way of the Kroger that was built at Austin Landing is a good example of a dense and immediate screen that landscaping can provide so long as the landscaping is maintained. The images below depict this screen as it exists today:



The plan that resulted in the above photos includes the following planting schedule:

- a. One arborvitae (thuja) every ~4.8' planted at a height of 6'.
- b. 1 Group A tree every ~25'
- c. 1 Group C tree every ~11'

This planting schedule should be met along most of the northern and eastern sides of the property while taking the existing healthy vegetation into account. See the map below for the locations where the planting schedule will be recommended by staff:



Additional line-of-sight studies from the northern side of the property

A line-of-sight study was provided to show the view from the property at 429 N. Heincke Road toward the click list pickup spaces. We need additional line of sight studies from other properties on E. Lindsey to determine the following:

- 1.) The effectiveness of the screening required on the final plan to determine if changes are needed.
- 2.) Whether the rooftop mechanical equipment on the building will be visible from the residential properties to the north.



## **Lighting**

The lighting plan for most of the site is fine from both a fixture design (fully cut-off), light intensity, light-source-height perspective (25' maximum height with shorter poles nearer residential uses). This change was made to the plan to have the light poles in the lot be more characteristic in terms of height as light poles for uses located in residential areas. The only change being recommended as a condition by staff is that the lighting around the fueling center should be reduced in intensity to no more than an average of 20 foot candles and a maximum at any one location of 30 foot candles. This is the same standard the previously-approved Castrucci project on Byers Road was held to. Further, since N. Heincke is not an intense commercial corridor and many residential uses are in the immediate vicinity, the lighting intensity should be reasonable.

As a few examples; the Speedway at the corner of Byers and Austin has a maximum light level of ~18 fc based upon field measurements while the fueling station at the Austin Landing Kroger has a maximum brightness of between 10-11 foot-candles. The Speedway on E. Central near the Kroger site has a maximum foot candle measurement of 44 fcs according to field testing.

Staff is recommending a condition relating to the brightness of the fueling station and a condition relating to shielding light sources should issues arise in the future, but based upon the plan submitted, staff does not anticipate any issues regarding the pole or wallpack lights within the parking areas.

## ***Proposed Buildings***

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The Kroger Marketplace will have similar elevations as the one that was recently constructed on Alex Bell Road. The fueling station will have improved elevations which will better match the principal structure, including split-face block on both the kiosk and the canopy posts. The elevations are attached to this report and staff has no issues with the designs.

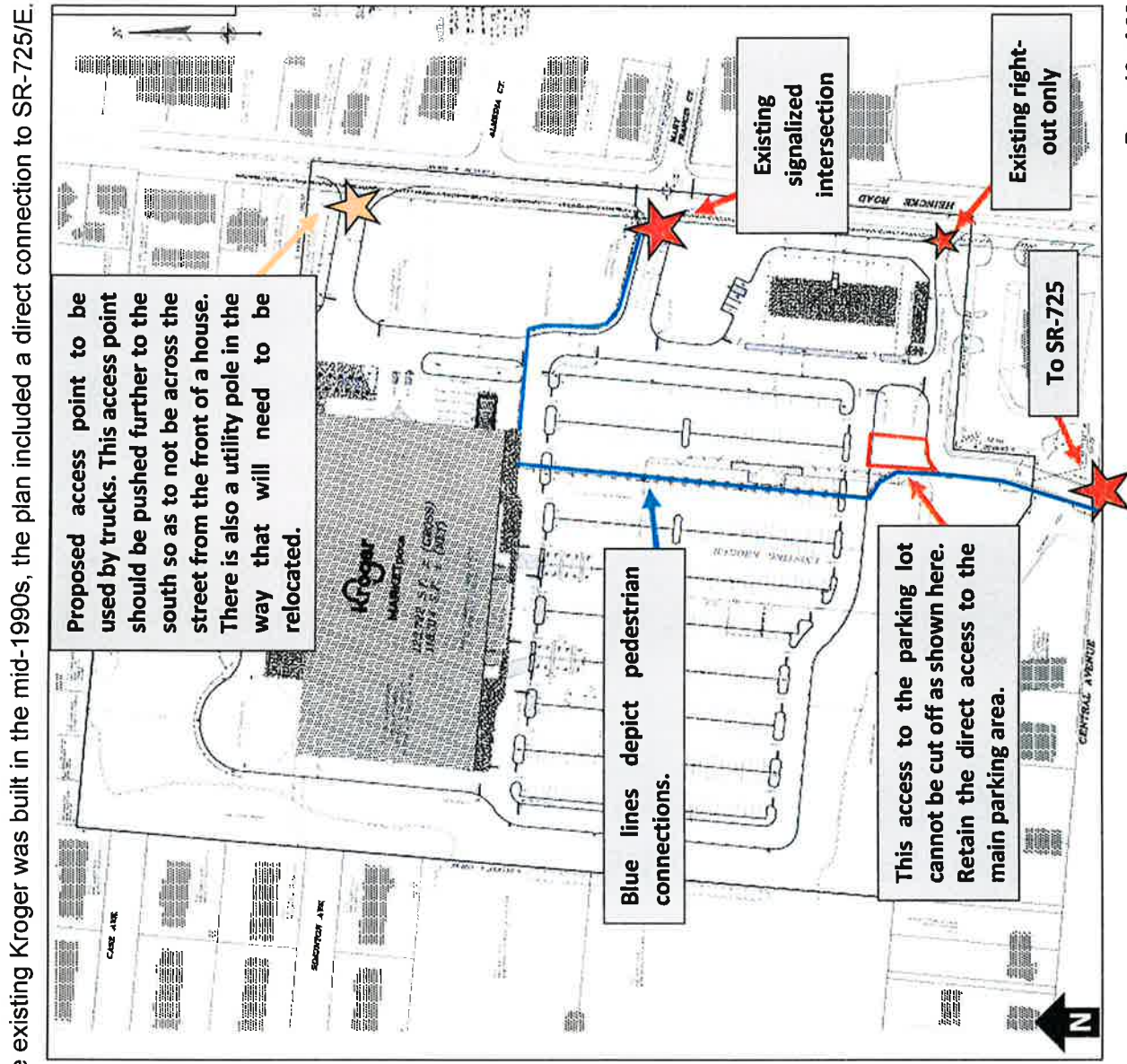
## Traffic & Circulation

### Access

Access is a critical component to this plan. When the existing Kroger was built in the mid-1990s, the plan included a direct connection to SR-725/E. Central, which is being retained as a part of this project. The applicant is proposing modifying this access point further onto the site. Staff is recommending a condition that this change be eliminated to ensure that the access point from E. Central/SR-725 remain equally as direct and useable as today's conditions.

Another condition staff is recommending relating to the access to the site deals with the location of the northern-most access point from N. Heincke. Staff would like to applicant to study moving this access point at least 15'-20' further south in order to reduce the likelihood that headlight beams from vehicles waiting to turn left onto N. Heincke from this access point will shine directly into the windows of the house across the street. Engineering standards will determine whether this is feasible or not.

One feature of the site the applicant has included are [pedestrian connections](#) from both N. Heincke and E. Central. These are welcome additions to the plan since many people walk to the existing Kroger.



**Roadway Improvements**

The TIS submitted as a part of the application is still under review by Miamisburg's public works and engineering departments. According to their initial comments, they agree with the overall findings of the report, but there may be some modifications made to changes to roadway striping, roadway improvements, and updates to the timings for existing signals. All these details must be worked out before the approval of the final development plan and a condition is being recommended to this effect.

## ***Utilities & Storm Water Management***

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### **Sewer & Water Service**

The water and sewer connections will be reviewed by the Engineering and Public Works Departments as the review of the project proceeds. The property will utilize city water and sewer.

### **Storm Water Management**

Three different storm water detention areas are being proposed on the site according to the preliminary grading plan. We do not yet have the actual storm water calculations for the site, but these are usually submitted as a part of the final development plan review, and a condition is being recommended to this effect.

At this stage of the review, the main comment staff has regarding the storm water management plan is on ensuring that any emergency spillways needed within the storm water ponds not be directed toward adjoining residential properties. Currently, if the "detention pond" in the northwest corner of the site reaches capacity, it overtops the bank and flows into the backyard of a residential property to the north.

### ***SPECIAL DEVELOPMENT DISTRICT REQUIREMENTS (1275.04)***

The Special Development District (SDD) process was created in 2018 to deal with the following situations:

*Areas to which a Special Development District may be applied shall be in one or more of the following categories:*

- (a) *Areas that have site constraints imposed by unique physical features such as relatively rugged topography, atypical soils, areas of heavy tree cover, rock outcropping or streams; adjoining land use difficulties; and/or traffic impact or lot configurations that make development difficult;*
- (b) *Areas where blighting influences are identified, with blighting influences being any current use of land which, if allowed to remain unmodified, will foreseeably evolve into blight or will encourage blight to rise in neighboring land areas;*
- (c) *Areas that are identified as being strategically located by reason of size, relationship to other properties, relationship to thoroughfares or other transportation routes, where development and/or redevelopment could have major impacts upon the overall economic and aesthetic health of the City of Miamisburg; and/or where the project is of such size and/or potential impact upon its surroundings that additional controls are believed necessary;*
- (d) *The proposed site is one of significant locational and/or historic importance, such as within or adjacent to the Community Civic Center, the Miamisburg Mound area, etc;*
- (e) *Areas where the existing built environment does not lend itself to quality new development and/or revitalization which would meet the guiding planning documents of the City of Miamisburg.*

Section (c) is the most applicable to the subject request. The property is strategically located in the central area of the community and adjoins several residential properties. In addition, the topography of the site relative to the adjoining residential properties creates a situation where additional controls relating to screening and buffering are necessary to protect the adjoining areas from excessive commercial encroachment.

***GENERAL PLANNED DEVELOPMENT STANDARDS (1276.03)***

Several general standards are listed in Section 1276.03 of the "Planned Development Generally" Chapter of the Planning and Zoning Code that all planned developments must abide by. Many of these standards are geared toward protecting the public health, safety and welfare from several different perspectives, including traffic, police and fire protection, compatibility of the proposed land use with the surrounding area, and adequate protection of the proposed land use from those existing in the area and vice versa. Most of these general standards are met by the current plan and any suggested conditions deal largely with the submittal of additional documents as the final development plan is fully solidified. The standards are listed in bold below:

- (1) *The proposed planned development meets the intent of any applicable land use plan and/or comprehensive plan of the City of Miamisburg.***

This is a critical standard of this section of the Planning and Zoning Code and several other standards overlap with this one. The most current land use plan for this area of town shows the subject property as being developed as "high density residential", which includes developments typically ranging between 6 to 12 units per acre including.

This is not met by the to the proposed development; however, the land use plan is admittedly outdated and other developments in the surrounding area (Groby Field, Miamisburg bus garage, vehicular connection from SR-725 directly to the subject site, etc...) have made the land use designation of high-density residential unlikely. Should the land use plan be strictly followed for the development of *Groby Field*, the property could hypothetically contain anywhere between 89 and 178 housing units.

Provided that the site plan is designed in a way that provides substantial visual and audio buffering between the proposed use and the adjoining residential uses, focuses the more intense uses such as the fueling station and parking lot on the south side of the site, and general design components (landscaping, lighting, buffering/screening) of the plan are designed to be more substantial than the base standards of the Planning and Zoning Code, the plan can meet the intent of the land use plan for this area of town.

Staff is providing several comments associated with this standard.

- (2) *The proposed planned development will not jeopardize the public health, safety and welfare.***

The submitted TIS is under review. We do not yet have storm water runoff calculations at this time, but these are typically submitted as a part of the final development plan. During the review process for this project, staff met with one household that wants to ensure that the storm water is managed in a way that prevents water from flowing onto their property, which has occurred in the past when the existing "detention pond" in the northwest corner of the site has reached capacity. This can be done by designing emergency spillways in a way that direct the water to the west vs. to the north.

Staff is recommending a condition associated with the storm water management plan.

- (3) ***The development will not impose undue burden on public services and facilities, such as fire and police protection.***

Standard met. The plan has been provided to the Fire District regarding fire protection. The TIS has been provided to Miamisburg's Public Works and Engineering Departments to ensure that the traffic can be handled by the adjoining thoroughfares. No comments have been received by staff to suggest that the development would impose an undue burden on public services and facilities.

- (4) ***The site will be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development, and the streets and driveways on the site of the proposed development will be adequate to serve the residents or occupants of the proposed development.***

The traffic impact study submitted by the applicant is under review by Miamisburg's Public Works and Engineering Departments. Preliminary comments have been provided to the applicant regarding the proposed traffic improvements around the site due to this project, which include the following:

- 1.) Increasing the size of the drop right-turn lane on SR-725 for west-bound traffic at the Heincke/SR-725 intersection to 220' from the existing 135'.
- 2.) Pavement widening and pavement marking modifications on N. Heincke between SR-725 and the main access to McDonald's.
- 3.) Extend the length of the westbound right turn lane on SR-725 at Heincke Road by 100'.
- 4.) Revise the signal timing at the SR-725/Heincke Road intersection.

*Note: all changes to roadways and/or signals will require the review and approval of the City of Miamisburg as a part of the FDP review.*

The placement of the northern drive remains a concern for staff due to concerns associated with headlight beams of vehicles waiting to turn left onto N. Heincke potentially shining directly into a home located across the street. A condition is being recommended that requires the applicant study moving the drive further south by ~15'-20'. Any changes to the design of this drive will have to be reviewed and approved as a part of the final development plan submittal. Staff is recommending a condition to this effect.

Another concern is the recent change to the access point from SR-725, which has been modified to make it more difficult for vehicles to enter the southern drive of the proposed parking lot from SR-725. A condition that this change be eliminated is being recommended by staff.

- (5) ***The location and arrangement of structures, parking areas, walks, lighting and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned development not used for structures, parking and loading areas, or accessways, shall be landscaped or otherwise improved.***

This standard is met by the current plan in all areas except for the buffering along the northern side of the property, which staff views as insufficient considering the residential uses to the north

and east. Staff is recommending a condition that the buffering along the northern portion of the property be increased to provide better visual and audio buffers vs. what is proposed currently.

- (6) ***The development promotes a harmonious relationship between land uses within the site and a harmonious relationship with surrounding development, utilizing adequate buffers where necessary.***

This standard, which overlaps several others, is one of the most important zoning-related standards applicable to this request. A lot of the discussion regarding this project has centered on the need to provide a substantial buffer between the proposed use and the adjoining residential properties. Conditions are being recommended regarding the proposed buffering on the site, which staff views as inadequate. A condition is also being recommended regarding the lighting of the fuel station canopy.

- (7) ***The proposed development provides a high quality and more useful design of landscaping and open space and amenities than would normally be required under the strict application of existing zoning and subdivision requirements.***

This standard is largely met, but conditions are being recommended by staff that deal with increasing the amount of buffering on the north side of the property.

- (8) ***The proposed development provides a high quality of building materials, architectural details, building orientation, off-street parking designs, and other site features than would normally be required under the strict application of existing zoning and subdivision requirements.***

Standard met. The applicant updated the elevations of the fueling station to match the principal structure following comments by staff and the Planning Commission.

- (9) ***Natural features such as watercourses, trees and rock outcrops will be preserved, to the degree possible, so that they can be incorporated into the layout to enhance the overall design of the planned development.***

Standard met. There are few "natural" areas on the site. The applicant is retaining much of the existing vegetation on the west side of the property. The most critical natural area on the property is the southern side of the site where Sycamore Creek is located, which is a major tributary to the Great Miami River. For storm water management purposes, the applicant is proposing to grade near the stream, which will require some vegetation removal. Provided that areas near the stream are re-vegetated and allowed to renaturalize, the plan will meet this standard.

- (10) ***The layout must be 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.***

Standard met. One item to consider in the case of Kroger is that, due to the slope of the existing parking lot for the current Kroger, errant shopping carts occasionally move through the parking lot, so taking care of this issue can occur as a part of this project with the new parking area.



- (11) The development plan 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.**

N/A to a development such as this. Due to the importance of the buffering component of this plan, irrigation is strongly encouraged for the landscaping within the buffering areas of the property.

- (12) The planned development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.**

Standard met. This will be a single-phase project with an estimated 1-year construction schedule.

## RECOMMENDATION

The proposed plan largely meets the requirements of the Planning and Zoning Code while also meeting the intent of the most recent land use plan for this area of town; however, updates to the plan and additional information will be necessary as a part of the final development plan submittal should the preliminary plan be approved. The main areas of concern are with the inadequate screening along the northern side of the property and with the placement of the new drive that will be used heavily by trucks entering and leaving the site relative to a residential use across the street. It should be noted that the condition recommended by staff relating to the placement of the northern drive is not a requirement that the drive be moved further south, but a requirement that moving the drive further south be studied to determine if it would be possible from an engineering perspective.

Staff is recommending several conditions meant to ensure that these concerns are addressed as a part of the final development plan.

The applicant has made several amendments to the plan since the first conceptual plan was provided that help the project fit in with the N. Heincke corridor; including:

- 1.) The fueling station is now further south on the property, which makes the northern edge of the canopy line up with the heavily-vegetated stream across the street.
- 2.) The landscaping plan has been updated to add vegetation to the north side of the property, within the parking lot, and along N. Heincke. The purpose of the additional evergreen vegetation on N. Heincke is to soften the appearance of the drive-throughs and the fueling station from the residential uses along N. Heincke.
- 3.) The light poles have been made shorter (down from a max height of over 41' to 25') to allow the lighting components of the site to fit in better with a residential area.
- 4.) A SimTech (stone design) 8' tall screening wall has been added along portions of the northern side of the northern-most drive aisle to block the truck turnaround and the pickup spaces from the residential uses to the north.
- 5.) The landscaping on the north side of the property has been beefed up.

With a few other updates to the plan, staff believes the final development plan can fully meet the applicable requirements of the Planning and Zoning Code and other guiding documents. With that, staff is recommending that the following recommendation be forwarded to City Council by the Planning Commission:

- A. Recommend that City Council adopt Ordinance #6912 to both rezone the subject lots from R-3 (Residential) and PC (Planned Commercial) to SDD-2 (Special Development District 2) and approve the Preliminary Development Plan contained herein with the following conditions, which shall be met by the Final Development Plan and Report, to be submitted and reviewed for consistency with the Preliminary Development Plan and associated conditions at a later date:
  1. The applicant, property owner, and/or developer agrees to coordinate with and adhere to any modification recommended by the City Engineer, Public Works Director, and/or Fire Marshal related to public utilities, roadway improvements, sight distance, storm water management, and emergency access to the site.
  2. The applicant, property owner, and/or developer agrees to study the possibility of moving the new curb cut on N. Heincke further south. The final placement of the curb cut will be determined by engineering factors and be approved by the City of Miamisburg prior to the approval of the final development plan.
  3. The applicant, developer, and/or property owner agrees to depict the general locations of the site intended to be used for outdoor merchandising on the final

development plan. Additional screening of such areas may be required as a part of the final development plan.

4. The applicant agrees to submit a final traffic impact study that is consistent with the final development plan for the site for review and approval by the City of Miamisburg prior to the approval of the final development plan.
  5. The applicant and/or developer agrees to limit the lighting underneath the fueling station canopy to be no greater than an average of 20 foot candles and a maximum of 30 foot candles at any location. Canopy light fixtures shall also be flush with the bottom of the canopy or recessed into the canopy.
  6. The developer/applicant agrees to update the buffering/landscaping plan on the site to be consistent with the comments provided by staff on pages 10 through 17 of the report for Ordinance #6912, case #RZ-03-21.
  7. The applicant/developer agrees to eliminate the change made to the access driveway from SR-725 as discussed on page 19 of the report for Ordinance #6912, case #RZ-03-21.
  8. The developer agrees to work to minimize the amount of dust that leaves the site during the construction process.
  9. As a part of the final plan, the applicant agrees to submit an official (final) Development Plan and Report for the site; organizing and listing plans for all applicable uses, landscaping, setbacks, access, lighting, grading, storm water management, architectural elements, etc...of the site, to be reviewed and approved by the Planning Commission and City Council, in order to ensure that the Final Development Plan conforms to the Preliminary Development Plan and any adopted conditions.
- B. Further, the Planning Commission recommends that Ordinance #6912 be approved with the modifications recommended by the Planning Commission. These recommended modifications include the following, all of which are reflected on the attached ordinance in this format:
1. Inserting the updated site plan as "Exhibit B" within the ordinance. The new exhibit is the most recent site plan for the property.
  2. The addition of the preliminary development plan report and associated exhibits into Ordinance #6912 as "Exhibit C" within Section 4. The exhibits of the preliminary development plan report include the following exhibits:
    - i. Exhibit 1 – Preliminary site plan
    - ii. Exhibit 2 – Preliminary building elevations
    - iii. Exhibit 3 – Preliminary landscaping and buffering plan

ORDINANCE NO. 6913

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2021 PAVEMENT MARKING PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the Miami Valley Cable Council has advertised and received bids for the 2021 Pavement Marking Program in accordance with law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by Aero-Mark Inc. in the amount not to exceed Sixty Thousand, Three Hundred, Eighty One Dollars (\$60,381) for the 2021 Pavement Marking Program pursuant to the bid forms submitted April 12, 2021, is hereby determined to be the lowest and best bid after bidding conducted according to law and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with Aero-Mark Inc. in accordance with the terms contained in the bid specifications dated April 5, 2021.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to remain on schedule for the summer road maintenance season, therefore, this measure shall be in force from and after its passage.

Passed: April 20, 2021 Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved Michelle L. Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6914

AN ORDINANCE APPROVING AN APPLICATION FOR A "DESIGNATED OUTDOOR REFRESHMENT AREA" AND ESTABLISHING A DESIGNATED OUTDOOR REFRESHMENT AREA WITHIN THE CITY OF MIAMISBURG

WHEREAS, Section 4301.82 of the Ohio Revised Code permits a municipality with a population of less than thirty-five thousand to create a Designated Outdoor Refreshment Area within its corporate limits; and

WHEREAS, on March 12, 2021 the City Manager filed an application with City Council to establish a Designated Outdoor Refreshment Area in a specified area of the City described in the application; and

WHEREAS, pursuant to Section 4301.82 (C) of the Ohio Revised Code, notice of the filing of the application for a Designated Outdoor Refreshment Area was published in a newspaper of general circulation in the City of Miamisburg on March 12, 2021; and

WHEREAS, a public hearing was held on April 20, 2021 to consider the application; and

WHEREAS, City Council finds the application is in compliance with Section 4301.82(B) of the Ohio Revised Code and that the creation of the "Designated Outdoor Refreshment Area" is in accordance with Section 4301.82(D) of the Ohio Revised Code; and

WHEREAS, the approval of the Designated Outdoor Refreshment Area will serve to enhance the experiences of patrons of City business establishments and the attendees of special events held within the City.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, OHIO, STATE OF OHIO, TWO THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

Council finds that the application attached hereto and made apart hereof as "Exhibit A", meets the requirements of Section 4301.82 of the Ohio Revised Code and approves the application for the designation of certain property in the City as a Designated Outdoor Refreshment Area

Section 2.

Council hereby establishes a Designated Outdoor Refreshment Area as outlined in the boundary map contained within the application.

Section 3.


Council determines that all public notice requirements of Section 4301.82 of the Ohio Revised Code prior to the passage of this Ordinance have been met.

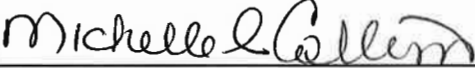
Section 4.

Five years from the effective date of this Ordinance, and every five years thereafter, Council shall review the operation of the DORA herein established and shall either approve its continued operation or dissolve it.

Section 5.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed : May 4, 2021      Attested:   
Kim Combs, Clerk of Council

Approved:   
Michelle L. Collins, Mayor

*Exhibit A*

Application for the establishment of a Downtown Miamisburg  
Designated Outdoor Refreshment Area



Application to the Miamisburg City Council  
-for the establishment of a-

**Downtown Miamisburg  
Designated Outdoor Refreshment Area**

O.R.C. 4301.82



Office of the City Manager

The office of the City Manager of the City of Miamisburg, Ohio, respectfully submits the following application to the Miamisburg City Council to approve and enact the Downtown Miamisburg Designated Outdoor Refreshment Area, in accordance with ORC 4301.82.

**Submitted March 12, 2021**

By \_\_\_\_\_

  
Keith Johnson, City Manager



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## **I. INTRODUCTION AND SUBMITTAL OF APPLICATION**

Section 4301.82 of the Ohio Revised Code (ORC) authorizes, effective April 30, 2017, municipalities under 35,000 in population to create Designated Outdoor Refreshment Areas or "DORAs." In order to consider creation of a DORA, the City Manager must file an application with the Miamisburg City Council which meets certain statutory requirements. The application filing must be advertised in a newspaper of general circulation. Not earlier than 30 days, but not later than 60 days after the initial publication of the notice, the City Council may approve or disapprove the application by ordinance or resolution.

City Council held a work session on February 16, 2021 to review the plan for the creation of a DORA. The City Council favored the creation of a DORA in the downtown district.

## II. BOUNDARIES

In accordance with ORC 4301.82(B)(1)(b), the boundaries of the proposed DORA are depicted below:

# DORA Boundary



*The boundaries of the proposed DORA are described as follows:*

Beginning at the intersection of the centerline of E. Ferry St. and N. 2<sup>nd</sup> St. running west along the center line of E. and W. Ferry Streets to the western ROW line of N. Miami Ave. Then south along said ROW line to City Lot Number 147, then along the eastern Miami Conservancy District ROW line until it meets the northern Linden Ave. ROW line. Then East along said ROW line to the centerline of S. Miami Ave. Then south along that center line to a point even with the southern property line of City Lot No. 2. Then east along the southern property line of City Lot Nos. 2 and 3, crossing a public alley, and continuing along the southern property line of City Lot. Nos. 4 and 6 and continuing to the S Main St ROW. Then continuing east across S. Main St to the southern property line of City Lot No. 7. Then along the lot line of City Lot Nos. 7 and 9, crossing a public alley and continuing along the southern lot line of City Lot Nos. 10 and 11 to the centerline of S. First St. Then Traveling south along the centerline of S. First St. to a point equal to the southern ROW line of an alley located on the north side of City Lot No. 1317. Then east along this alley ROW to the eastern ROW line of S. 2<sup>nd</sup> St. Then north along the eastern ROW line of S. 2<sup>nd</sup> St., crossing the Linden Ave. ROW and continuing to the southern ROW of Central Ave. Then Crossing Central Ave to the Centerline of N. 2<sup>nd</sup> St. and continuing to the point of beginning. Said description contains approximately 41.2 acres (**EXHIBIT A**).

*The street addresses of the proposed DORA are as follows:*

<b>Street Name</b>	<b>Range</b>	<b>Odd/Even</b>
Ferry Street, West	30-2	Even
Ferry Street, East	2-30	Even
Second Street, North	1-151	Odd
Second Street, South	1-450	Odd/Even
Miami Avenue, North	1-61	Odd
Miami Avenue, South	65-113	Odd
Linden Avenue, West (Main)	0-20	Odd/Even
Linden Avenue, East (Main)	0-120	Odd/Even
Main Street, North	1-100	Odd/Even
Main Street, South	1-120	Odd/Even
First Street, South	120-412	Even
Alley North of S. First Street, South	412	Even
Alley North of S. Second Street, South	411	Odd
First Street, North	1-80	Odd/Even
First Street, South	1-400	Odd/Even

### **III. NATURE OF ESTABLISHMENTS**

The proposed DORA includes the City downtown area. The business area includes bars, restaurants, boutique stores, financial institutions, professional services, miscellaneous retail, churches, and apartments.

#### IV. QUALIFYING PERMIT HOLDERS

In accordance with ORC 4301.82 (B)(3), the DORA will encompass not fewer than four qualified permit holders.

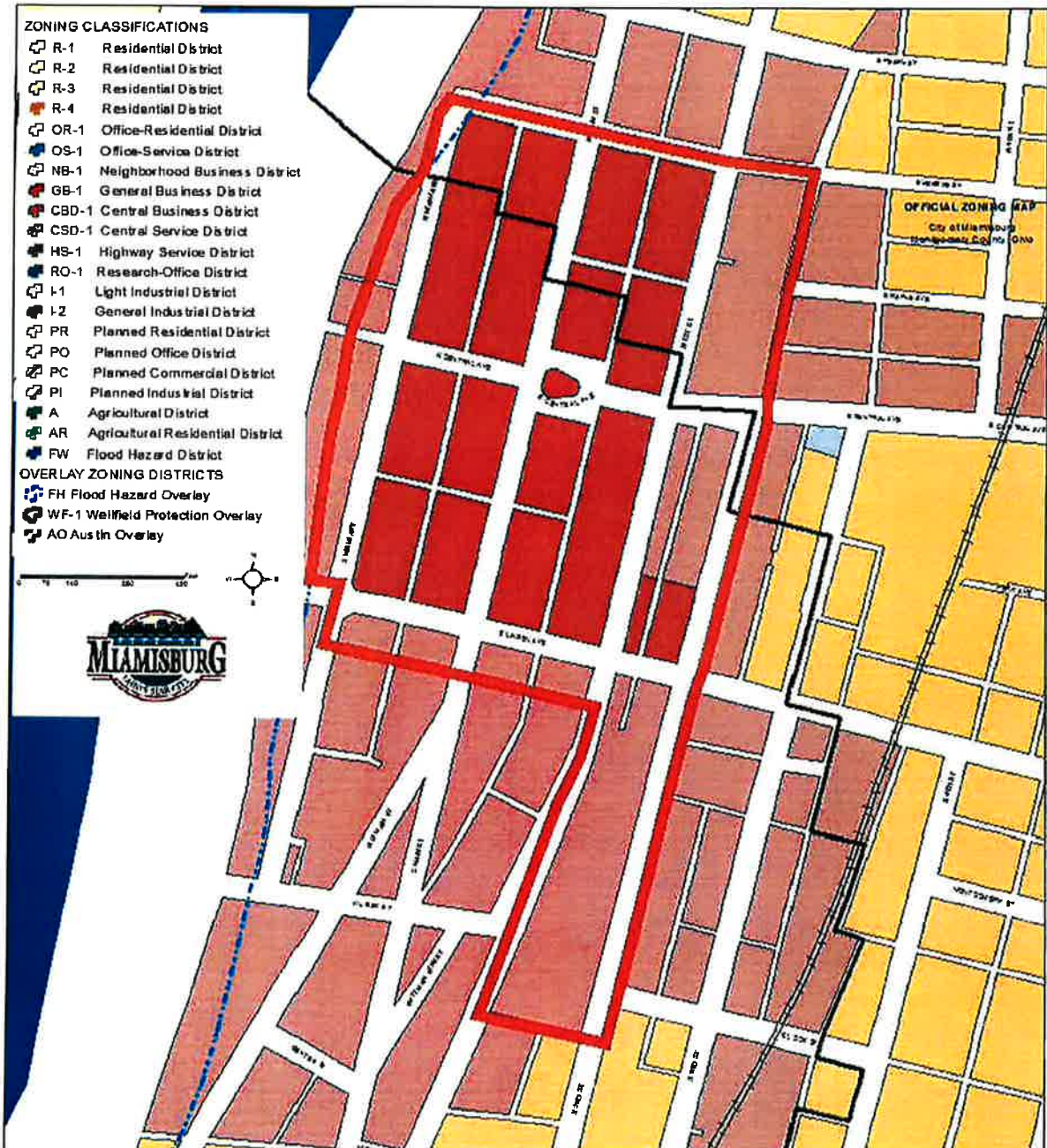
Miamisburg has identified 13 qualified permit holders that will likely be participants in the DORA:

<b>Business Name</b>	<b>DBA</b>	<b>Business Address</b>	<b>Permit Types</b>	<b>Permit#</b>
ALPost0165 Miamisburg	Legion	35 N. Main St.	D4, D6	903950165
Club 61 LLC	Good Time Charlie's	61 S. Main St.	D5, D6	1577175
Curious Styles and Coffee Shop LLC		16 S. Main St.	D2	1862350
Dodson Entertainment LLC	Bennett's Grill & Publical	67 S. Main St.	D5, D6	2225360
FOE Aerie2306	Eagle's	69 N. Main ST.	D4, D6	279401123061
LKM Enterprises LLC	A Taste of Wine	90 S. Main St.	D5, D6	52439940005
Lucky Star Brewery LLC		219 S. Second St.	A1A, A1C	5326194
Nibbles Culinary Entertainment LLC	Watermark	20 S. First St.	D1, D2, D3, D6	63816630001
Plaza Theatre Association	Plaza Theatre	33 S. Main St. C	D1, D2, D6	6961913
Sis Bro Inc	Ron's Pizza & Ribs	1 S. Main St.	D5, D6	81961470005
Star City Brewing LLC		319 S. Second St.	A1C, A2	8512005
Sunny Horizons Inc.	Bullwinkle's Top Hat Bistro	19 N. Main St.	D1, D2, D3, D3A, D6	8696723
TJ Chumps Inc.		12 E. Linden Ave.	D5, D6	89481810020

## V. LAND-USE AND ZONING

In accordance with ORC 4301.82(B)(4), the uses of land within the DORA are zoned Central Business District and Central Service District. Both zoning districts allow for mixed uses and are in accord with the City of Miamisburg's master zoning plan:

### Zoning Map



## **VI. PUBLIC HEALTH AND SAFETY**

The City of Miamisburg Public Works and Parks and Recreation Departments will be responsible for ensuring that all trash receptacles in the DORA are emptied regularly and are ample to handle generated waste. Each participating permit holder will be required to utilize and purchase special DORA cups which will be supplied by the City or other local service entity at cost. Restrooms will be provided by the permit holders in the DORA zone. The Police Department is within the DORA, has a dedicated downtown police officer, and routine patrols will enforce responsible behavior. The boundaries of the DORA will be strictly enforced. Boundary signage will be installed on the perimeter of the DORA. For planned events that may draw an additional crowd, the Police Chief may have additional officers assigned specifically to the DORA.

The DORA will be in operation year-round. The hours of operation will be Monday-Friday 5:00pm-11:00pm and Saturday-Sunday 12:00pm-11:00pm. Special hours of DORA operation will be allowed as designated in advance by the City Manager with the consent of City Council.

Signage to designate the DORA will be posted in the proposed areas: SE corner of Miami and Ferry, SW/SE corners of N. Main and N. First, SW/SE corners of Ferry and N. First, SW corner of Buckeye and N. Second, NE/SE corners of E. Maple and N. Second, NE corner of N. Second and E. Central, SE corner of S. Second and E. Central, W side of Levee at Miami Ave and Bike Path entrance, NW corner of S. Miami and W. Linden, SW corner of W. Linden and S. Miami, Property line at 128 S. Miami, Property line at 115 S. Main, Property line at 118 S. Main, Property line at S. First and 109 S. First, NE corner of E. Linden and S. Second, SE corner of E. Linden and S. Second, NE corner of S. Second and E. Lock, SE corner of S. Second and E. Lock, SE corner of S. First and Alley, SW corner of Alley and S. Second, SE corner of Alley and S. Second. **A total of 24 signs are proposed (EXHIBIT B).**



# EXHIBIT A

## Engineer's Certification



March 3, 2021

To Whom It May Concern:

The area of the proposed City of Miamisburg DORA, shown in Exhibit A, is 41.2 acres.

Thank you,



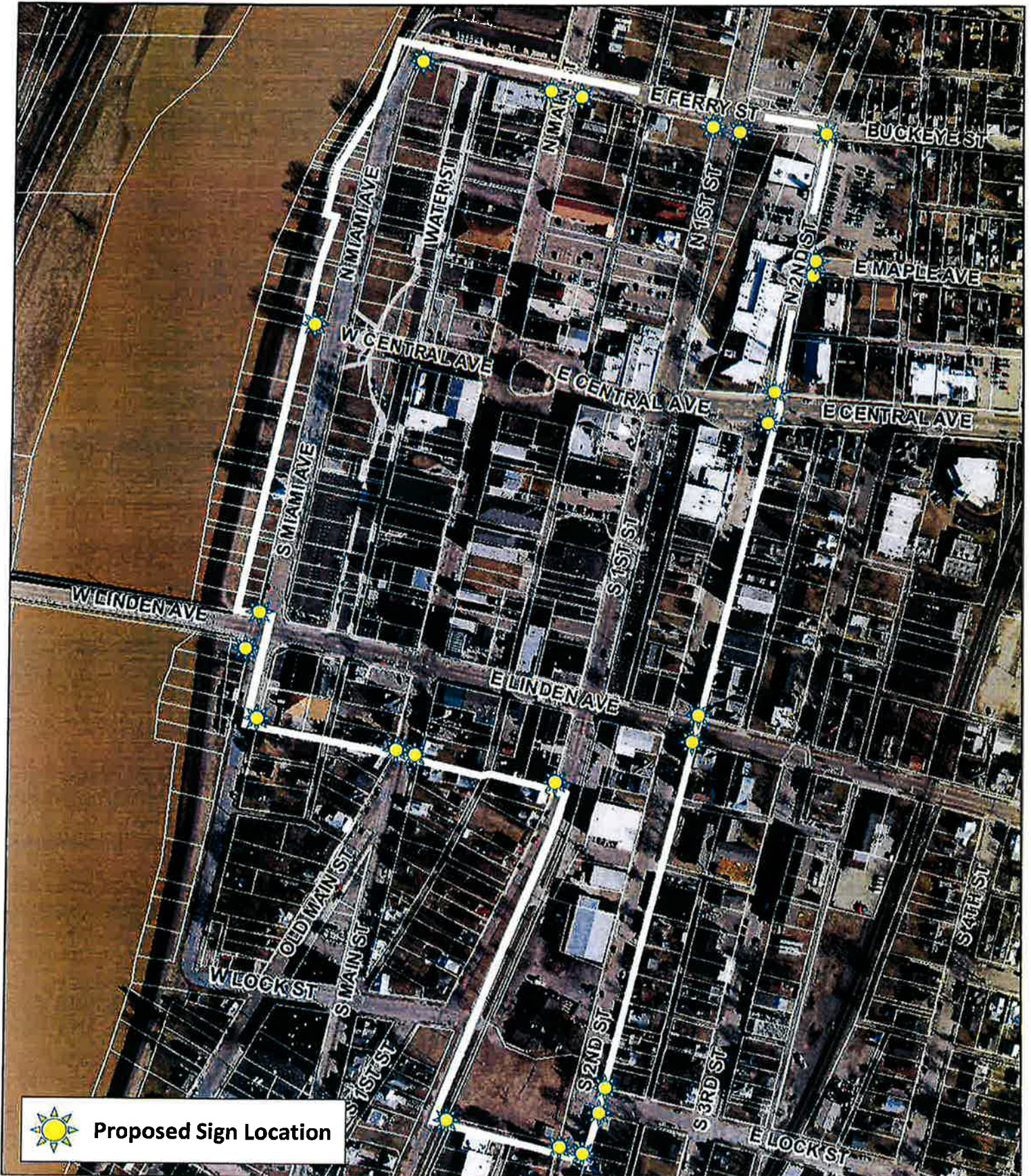
Eric L. Vogel, PE  
Engineering Tech

Note: The acreage noted above is based on GIS parcel and centerline data obtained from the Montgomery County Auditor's website on February 24, 2021. The exhibit is not intended to be a survey record of any kind.

ENGINEERING DEPARTMENT  
20 E. Central Avenue, Miamisburg, OH 45342  
Phone No. (937) 847-8531 Fax No. (937) 847-8662  
Email: [engineer@cityofmiamisburg.com](mailto:engineer@cityofmiamisburg.com)

# EXHIBIT B

## Signage Map



ORDINANCE NO. 6915

AN ORDINANCE ESTABLISHING RULES AND REQUIREMENTS NEEDED TO ENSURE THE HEALTH, SAFETY, AND WELFARE WITHIN AN APPROVED DESIGNATED OUTDOOR REFRESHMENT AREA WITHIN THE CITY OF MIAMISBURG

WHEREAS, Section 4301.82 of the Ohio Revised Code permits a municipality with a population of less than thirty-five thousand to create a Designated Outdoor Refreshment Area within its corporate limits; and

WHEREAS, on May 4, 2021 City Council approved Ordinance No. 6914 approving an application and establishing a Designated Outdoor Refreshment Area within the city; and

WHEREAS, As required by ORC 4301.82, the approved application contained proposed rules and regulations to ensure the health and safety of the area; and

WHEREAS, ORC 4301.82(F) requires City Council to establish rules and requirements that it deems necessary to ensure the health and safety of the area. Such rules and requirements may vary from those proposed in the approved application; and

WHEREAS, City Council hereby wishes to establish such rules and requirements for the approved designated outdoor refreshment area.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, OHIO, STATE OF OHIO, TWO THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

In order to ensure the public health and safety within the Designated Outdoor Refreshment Area established by Ordinance No. 6914, City Council establishes the following requirements:

(a) The specific boundaries of the Designated Outdoor Refreshment Area, including street addresses, are described in Exhibit "A" and incorporated herein.

(b) There shall be signs designating the boundary of the Designated Outdoor Refreshment Area (DORA). The number and location of the signs are described in the application attached hereto as Exhibit "A" and incorporated herein.

(c) The DORA hours of operation shall be Thursdays (4pm-9pm), Fridays (4pm-11pm), Saturdays (12pm-11pm), and Sundays (4pm-9pm). Special hours of DORA operation shall be allowed as designated in advance by the City Manager with the consent of City Council.

(d) A Safety Plan has been developed to ensure public safety in the DORA, which may be implemented with existing staff. The Police Division shall be responsible for providing law enforcement services within the DORA. There shall be a minimum of one police officer available to patrol the area during hours of operation. In the event a larger than normal crowd is present in the DORA, the on duty supervisor may assign additional officers to patrol the area. For planned events in the DORA that may draw larger than normal attendance, the Chief of Police may have additional officers and/or other agency personnel assigned specifically to the area. The Fire Division shall be responsible for providing Fire, Rescue, and EMS within the DORA.

(e) A Sanitation Plan has been developed to maintain the appearance and public health of the DORA. The City's Public Works and Parks and Recreation Departments shall be responsible for ensuring that all trash receptacles in the DORA are emptied regularly and are ample to handle the generated waste.

(f) The Sanitation Plan can be implemented with existing City staff with no need for additional staffing.

(g) For purposes of the DORA, beer, wine, and intoxicating liquor shall be served solely in plastic cups that are distinctly marked.

Section 2.

This measure shall take effect and be in full force from and after the earliest period allowed by law.

Passed: May 4, 2021

Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle Collins  
Michelle L. Collins, Mayor

*Exhibit A*

Designated Outdoor Refreshment Area Boundary and Street  
Addresses.

## II. BOUNDARIES

In accordance with ORC 4301.82(B)(1)(b), the boundaries of the proposed DORA are depicted below:

# DORA Boundary



*The boundaries of the proposed DORA are described as follows:*

Beginning at the intersection of the centerline of E. Ferry St. and N. 2<sup>nd</sup> St. running west along the center line of E. and W. Ferry Streets to the western ROW line of N. Miami Ave. Then south along said ROW line to City Lot Number 147, then along the eastern Miami Conservancy District ROW line until it meets the northern Linden Ave. ROW line. Then East along said ROW line to the centerline of S. Miami Ave. Then south along that center line to a point even with the southern property line of City Lot No. 2. Then east along the southern property line of City Lot Nos. 2 and 3, crossing a public alley, and continuing along the southern property line of City Lot. Nos. 4 and 6 and continuing to the S Main St ROW. Then continuing east across S. Main St to the southern property line of City Lot No. 7. Then along the lot line of City Lot Nos. 7 and 9, crossing a public alley and continuing along the southern lot line of City Lot Nos. 10 and 11 to the centerline of S. First St. Then Traveling south along the centerline of S. First St. to a point equal to the southern ROW line of an alley located on the north side of City Lot No. 1317. Then east along this alley ROW to the eastern ROW line of S. 2<sup>nd</sup> St. Then north along the eastern ROW line of S. 2<sup>nd</sup> St., crossing the Linden Ave. ROW and continuing to the southern ROW of Central Ave. Then Crossing Central Ave to the Centerline of N. 2<sup>nd</sup> St. and continuing to the point of beginning. Said description contains approximately 41.2 acres (**EXHIBIT A**).

*The street addresses of the proposed DORA are as follows:*

<b>Street Name</b>	<b>Range</b>	<b>Odd/Even</b>
Ferry Street, West	30-2	Even
Ferry Street, East	2-30	Even
Second Street, North	1-151	Odd
Second Street, South	1-450	Odd/Even
Miami Avenue, North	1-61	Odd
Miami Avenue, South	65-113	Odd
Linden Avenue, West (Main)	0-20	Odd/Even
Linden Avenue, East (Main)	0-120	Odd/Even
Main Street, North	1-100	Odd/Even
Main Street, South	1-120	Odd/Even
First Street, South	120-412	Even
Alley North of S. First Street, South	412	Even
Alley North of S. Second Street, South	411	Odd
First Street, North	1-80	Odd/Even
First Street, South	1-400	Odd/Even

ORDINANCE NO. 6916

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE CODE OF REGULATIONS OF THE MOUND DEVELOPMENT CORPORATION, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Chapter 1724 of the Revised Code, the Miamisburg Mound Community Improvement Corporation (MMCIC) was formed on April 18, 1994; and

WHEREAS, Miamisburg City Council designated MMCIC as an agency of the City of Miamisburg, Ohio, for the industrial, commercial, distribution, and research development of the Mound Facility area of the City; and

WHEREAS, Miamisburg City Council entered into an agreement with MMCIC to provide one or more services specified by Chapter 1724 of the Ohio Revised Code; and

WHEREAS, Miamisburg City Council approved renaming MMCIC to Mound Development Corporation (MDC) on March 16, 2010; and

WHEREAS, pursuant to the Code of Regulations, Article VI, Section 9, the MDC Board of Trustees is authorized to make investments in any obligations in which the City of Miamisburg is authorized by the City's investment ordinance and policy; and

WHEREAS, the MDC Board of Trustees desires to amend Article VI, Section 9 of the Code of Regulations to authorize adoption of a separate investment policy; and

WHEREAS, amendments to the Code of Regulations requires the approval of Miamisburg City Council.

NOW THEREFORE BE IT ORDAINED THAT THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1. It is necessary to amend Article VI, Section 9 of the MDC Community Improvement Corporation Code of Regulations to authorize the Board of Trustees of MDC to approve an investment policy.

Section 2. The approved investment policy will authorize the MDC Board of Trustees to make allowable investments in compliance with Ohio laws.



Section 3.

That it is found and determined that all formal actions of this council concerning and related to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and of any of its communities that resulted in such formal action, were in meetings open to the public, in compliance with the law.

Section 4.

This measure is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the further reason to execute this agreement at the earliest possible date, therefore, this measure shall take effect and be in force from and after its passage.

Passed: May 4, 2021

Attested: \_\_\_\_\_

Kim Combs

Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

Michelle L. Collins

Michelle L. Collins, Mayor

ORDINANCE NO 6917

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$278,850 OF BONDS BY THE CITY OF MIAMISBURG, OHIO, FOR THE PURPOSE OF ACQUIRING EQUIPMENT FOR THE MUNICIPALITY, AND DECLARING AN EMERGENCY.

WHEREAS, the fiscal officer of the city has heretofore estimated that the life of the hereinafter described improvement is at least five (5) years, and certified that the maximum maturity of the bonds is five (5) years;

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

SECTION 1. That it is necessary to issue bonds of the City in the principal sum of \$278,850 for the purpose of acquiring equipment, including a loader, mowers, and a tractor for municipal use, and paying certain costs related to the issuance of the bonds, together with other permissible costs under the Uniform Public Securities Law, including the cost of printing the bonds, expense of delivery of the bonds, legal services and obtaining an approving legal opinion.

SECTION 2. That Bonds of the City shall be issued in the principal sum of \$278,850, for the purpose aforesaid. Said Bonds shall be of the denomination of \$278,850 shall be numbered R-1, shall be dated as of May 19, 2021 or such other date as determined by the Finance Director, and shall bear interest at the rate of 0.85% per annum, payable annually on June 1 of each year commencing June 1, 2022, or such other dates as are determined by the Finance Director, until the principal sum is paid, within the limitations set forth in Chapter 133 of the Ohio Revised Code, without further action of the Council. Said Bonds shall mature and be subject to mandatory sinking fund redemption, as set forth in the Bond, without further action of the council, provided that the final maturity shall not be later than June 1, 2024.

The Bonds shall be subject to optional redemption by the City prior to maturity in whole or in part on any date at a price of par plus accrued interest to the date of redemption, within the limitations set forth in Chapter 133 of the Ohio Revised Code.

SECTION 3. That said Bonds shall be designated "Equipment Acquisition Limited Tax General Obligation Bonds, Series 2021" (the "Bonds") and shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of Chapter 133 of the Ohio Revised Code and this ordinance. The Bonds shall be executed by the Manager and the Finance Director. The Bonds may but shall not be required to bear the seal of the City, or a facsimile thereof. The Finance Director shall act as paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Bonds. The principal amount of each Bond shall be payable at the principal office of the Paying Agent and Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 for June 1 interest) on the bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The City and the Paying Agent and Registrar shall not be required to transfer any bond during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The City and the Paying Agent and Registrar may deem and treat the registered holder of the Bonds as the absolute owner thereof for all purposes, and neither the City nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the Bonds shall be sold to the City of Miamisburg Treasury Fund (the "Purchaser") at the price of the par value of the Bonds. The proceeds from the sale of said Bonds, except the premium and accrued interest, if any, shall be used for the purpose aforesaid and for no other purpose; and any premium and accrued interest received from the sale shall be transferred to the Bond Retirement Fund to be applied to payment of cost of issuance of the Bonds and the principal and interest on the Bonds in the manner provided by law.

The Manager or the Finance Director are hereby authorized to conduct such sale of the bonds and to execute and deliver, without further action of the Council, the Bond setting forth the final terms of the Bonds. The signature of said officer on the Bond shall be conclusive evidence that the terms of the Bonds are acceptable to the City.

SECTION 5. That the Bonds shall be the full general obligations of the City and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. That during the period the Bonds are to run, there shall be and is hereby levied on all the taxable property in the City, in addition to all other taxes, but within applicable limitations, a direct tax annually in an amount sufficient to pay the principal of and interest on the Bonds when and as the same fall due. Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of said years are certified, extended and collected; provided, however, to the extent that other revenues, are certified, collected and appropriated for payment of debt service, including service payments in lieu of taxes, said tax need not be levied. Said tax shall be placed before and in preference to all other items and for the full amount thereof.


The funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be irrevocably pledged for the payment of the interest and principal of said Bonds when and as the same fall due.

SECTION 6. All appropriate officers of the City are further authorized to make, execute, acknowledge and deliver such financing statements, closing certificates and other instruments or agreements as are, in the opinion of bond counsel, necessary to carry out the purposes of this ordinance.

SECTION 7. That the Finance Director is hereby directed to forward a certified copy of this ordinance to the County Auditor.

SECTION 8. That it is found and determined that all formal actions of this council concerning and relating to the adoption 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, in compliance with the law.

SECTION 9. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the City for the reason that the immediate issuance of said Bonds is required to provide for the timely refinancing of the project to which the Bonds relate, including obtaining a favorable interest rate, and it shall take effect and be in force from and after its passage.

Passed: May 18, 2021 Attested:   
Kim Combs, Clerk of Council

Approved:   
Michelle L. Collins, Mayor

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No 6917.

*Kim Conley*

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

CERTIFICATE

The undersigned hereby certifies that a copy of the foregoing ordinance was certified this day to the Montgomery County Auditor.

\_\_\_\_\_  
Finance Director

RECEIPT

The undersigned hereby acknowledges receipt of a certified copy of the foregoing ordinance.

\_\_\_\_\_  
Montgomery County Auditor

Dated: \_\_\_\_\_

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Miamisburg, Ohio met, in regular session at 6:00 p.m. on the 18 day of May 2021 at the council chambers, with the following members present:

There was present and read to Council Ordinance No. 6917, entitled:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF NOT  
TO EXCEED \$278,850 OF BONDS BY THE CITY OF  
MIAMISBURG, OHIO FOR THE PURPOSE OF ACQUIRING  
EQUIPMENT FOR THE MUNICIPALITY AND DECLARING  
AN EMERGENCY.

Mr. Thompson then moved that Ordinance No. 6917 be adopted. Mr. Colvin seconded the motion and the roll being called upon the question, the vote resulted as follows:

The Ordinance was declared adopted May 18, 2021.

CERTIFICATE

The undersigned, Clerk of Council of said Municipality, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the Council of said Municipality, held on the 18 day of May, 2021, to the extent pertinent to consideration and adoption of the above entitled legislation.

*Kim Combs*

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

CERTIFICATE OF MEMBERSHIP

The undersigned, Finance Director of the City of Miamisburg, Ohio, hereby certifies that the following were the officers and members of council during the period proceedings were taken authorizing the issuance and sale of not to exceed \$278,850 Equipment Acquisition Limited Tax General Obligation Bonds, Series 2021:

Mayor	<u>Michelle Collins</u>
Manager	<u>Keith Johnson</u>
Finance Director	<u>Jennifer Johns</u>
Clerk of Council	<u>Kim Combs</u>
Member of Council	<u>Ryan Colvin</u>
Member of Council	<u>Mike McCabe</u>
Member of Council	<u>Jeff Nestor</u>
Member of Council	<u>Tom Nicholas</u>
Member of Council	<u>John Stalder</u>
Member of Council	<u>Sarah Thacker</u>
Member of Council	<u>Greg Thompson</u>
Solicitor	<u>Phil Callahan</u>
	<u>Finance Director</u>

TRANSCRIPT CERTIFICATE

The undersigned, Clerk of Council of said municipality, hereby certifies that the following is a true and complete transcript of all proceedings relating to the authorization and issuance of the above-identified Bonds.

Kim Combs  
Clerk of Council

CERTIFICATE AS TO MAXIMUM MATURITY OF BONDS

Based upon information provided by and in response to the request of the City Council of the City of Miamisburg, Ohio, the fiscal officer of the City of Miamisburg, being the fiscal officer of the City of Miamisburg within the meaning of Section 133.01 of the Uniform Public Securities Law of the Ohio Revised Code, hereby certifies that the estimated life of the project to be funded with the proceeds of the sale not exceed \$278,850 of Bonds issued for the purpose of acquiring equipment, including a loader, mowers and a tractor, for municipal purposes, and paying certain costs related to the issuance of the Bonds, is at least five (5) years and that the maximum maturity of said Bonds is five (5) years.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of May, 2021.

---

Finance Director



ORDINANCE NO. 6918

AN ORDINANCE AMENDING THE 2021 BUDGET AND ANNUAL APPROPRIATION ORDINANCE, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

To provide for current expenses of the City of Miamisburg for the fiscal year 2021, the annual appropriation ordinance is amended to add or subtract the following sums and they are hereby set aside and appropriated as follows:

<u>FUND</u>	<u>AMOUNT</u>
General Fund (Miscellaneous – Transfer-Out)	\$278,850.00
Capital Improvement Fund	\$313,850.00
Austin Center TIF Fund	<u>\$3,345,000.00</u>
Total	<u>\$3,937,700.00</u>

Section 2.

This ordinance is declared to be an emergency measure necessary for the public peace, health, safety, and welfare and for the further reason that these appropriations are needed at the earliest possible date to meet current obligations of the City for fiscal year 2021; therefore, this measure shall take effect and be in force from and after its passage.

Passed: May 18, 2021      Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6919

AN ORDINANCE AMENDING ORDINANCE NO. 6855 TO PROVIDE FOR THE COST OF GROUP HEALTH INSURANCE BENEFITS THROUGH THE OHIO BENEFITS COOPERATIVE, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the City Council authorized the City's membership and participation in the Ohio Benefits Cooperative, Inc. in January, 1995 for the purchase of group insurance benefits for City employees, and

WHEREAS, the Cooperative has authorized a renewal through Anthem Blue Cross/Blue Shield, as its current provider, and

WHEREAS, the City is entering into an agreement with the Cooperative for an additional two years to purchase group health insurance benefits.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

Section 1 of Ordinance No. 6855, which reads as follows:

The City shall purchase through the Cooperative, health insurance benefits provided to City employees in accordance with the rules and regulations of the Cooperative, and shall pay through the Cooperative the appropriate premiums from September 1, 2020 not to exceed as follows:

<u>OBC PPO Option #1</u>	
Single	\$ 811.15
Family	\$ 2,186.91

Is now hereby amended to read as follows:

The City shall purchase through the Cooperative, health insurance benefits provided to City employees in accordance with the rules and regulations of the Cooperative, and shall pay through the Cooperative the appropriate premiums from September 1, 2021 not to exceed as follows:

<u>OBC PPO Option #1</u>	
Single	\$ 884.96
Family	\$ 2,385.93

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this premium payment authorization is needed immediately to ensure the timely enrollment of employees; therefore, this measure shall take effect and be in force from and after its passage.

Passed: May 18, 2021      Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6920

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO ASSOCIATION OF PUBLIC TREASURERS (OAPT) WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM FOR THE POLICY YEAR BEGINNING JANUARY 1, 2022, AND DECLARING AN EMERGENCY.

WHEREAS, under the authority of Section 4123.29 of the Ohio Revised Code, employers may group together to achieve a potentially lower premium rate than they might have as individual employers; and

WHEREAS, the OAPT has created a Workers' Compensation Group Retrospective Rating Program to allow members to join together for that purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The City Manager is authorized to sign the agreement applicable to membership in the Ohio Association of Public Treasurers (OAPT) Workers' Compensation 2022 Group Retrospective Rating Program on behalf of the City. Further, the City Manager is authorized to execute any other necessary or appropriate documents in connection with this program.

Section 2.

The City Manager is authorized to extend the agreement and all documents associated therewith for such periods as deemed appropriate and necessary.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that the authorization is needed immediately to ensure the timely enrollment for participation in this cost savings program; therefore, this measure shall take effect and be in force from and after its passage.

Passed: May 18, 2021 Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6921

AN ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances and a resolution of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (December 31, 2019), have now been made a part of the Codified Ordinances; and

WHEREAS, certain changes were made in the Codified Ordinances to bring City law into conformity with State law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1. The editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances.

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
6868	9-15-20	214.01, 876.01 to 876.10, 876.99

Section 2. The following sections of the Codified Ordinances are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

414.10, 432.46, 439.09, 612.07, 624.01, 660.03, 698.02

Section 3. The following section of the Codified Ordinances is hereby repealed.

636.09 Criminal child enticement.

EXHIBIT A

SUMMARY OF NEW MATTER  
CONTAINED IN THE 2021 REPLACEMENT PAGES  
FOR THE CODIFIED ORDINANCES OF MIAMISBURG, OHIO

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New matter in the Codified Ordinances of Miamisburg, Ohio, as contained in the 2021 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
414.10	Signal preemption devices; prohibitions.
432.46	Use of earphones while driving.
436.09	Display of license plates; registration; obstructions.
612.07	Open container prohibited.
624.01	Definitions relating to drug offenses.
636.09	Criminal child enticement. (Repealed)
660.03	Littering.
698.02	Penalties for misdemeanor.

Section 4. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance except as follows:

- (a) The enactment of such sections shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full notwithstanding its repeal for the purpose of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to February 16, 2021.

Section 5. Pursuant to Section 4.15 of the City Charter, the Clerk of Council shall cause a notice of this ordinance to be published one time in a newspaper determined by the Council to be of circulation within the Municipality at least seven days prior to the final approval of this ordinance by Council, and no further publication shall be necessary.

Section 6. This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it is immediately necessary to have an up-to-date codification of the legislation of the City; therefore, this measure shall take effect and be in full force from and after its passage.

Passed: June 1, 2021

Attest: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor

ORDINANCE NO. 6923

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF CASE MANAGEMENT SYSTEM FOR THE MIAMISBURG MUNICIPAL COURT AND DECLARING AN EMERGENCY.

WHEREAS, the Court Modernization Fund was established by Ordinance 4546 in March of 1992 to provide modern and efficient Court facilities and services.

WHEREAS, the Miamisburg Municipal Court will utilize funds from the Court Modernization Fund and the Supreme Court of Ohio Technology Grant Fund awarded in 2018 to purchase a new Court Management System.

WHEREAS, Henschen & Associates will be the new court case management system provider after winning a competitive bidding process. Henschen has proven to be the most cost effective, best reviewed among other municipalities and most efficient case management system.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, OHIO, STATE OF OHIO, TWO THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The Miamisburg Municipal Court will utilize funds from the Court Modernization Fund and the Supreme Court Technology Grant to upgrade traffic/criminal software from the current vendor Civica CMI. Total costs of the new case management system hardware and installation have been outlined in Exhibit A.

Section 2.

The City Manager is authorized to execute a contract with Henschen and Associates to provide case management system services for the Miamisburg Municipal Court upon the terms in the contract documents and all attached thereto.

Section 3.


The sum of \$267,000 is hereby set aside and appropriated in the Capital Improvement Fund, account number 340.130.54107 for the purchase and installation the case management system.




Section 4.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the further reason that his contract is needed at the earliest possible date due to ensure the operations are able to be prepared for season openings, therefore, this measure shall take effect and be in full force from and after its passage.

Passed : July 20, 2021

Attested:   
Kim Combs, Clerk of Council

Approved:   
Michelle L. Collins, Mayor

# HENSCHEN and ASSOCIATES, INC.

## Government Software Specialists

432 West Gypsy Lane Road  
Bowling Green, Ohio 43402  
Telephone: (419) 352-5454  
Fax: (419) 352-5557

*Bud L. Henschen, President*

February 15, 2021

Miamisburg Municipal Court  
10 North 1st Street  
Miamisburg, OH 45342

Dear Amanda,

Thank you for the opportunity to submit this proposal.

## Proposal Summary

Application, Web, Image Compression & Firewall Servers Sub-Total	\$47,621.10
Case Management Software Sub-Total	\$49,000.00
Training/Professional Services Sub-Total	\$73,600.00
Scanning/Paperless/e-Filing Sub-Total	\$41,150.00
Miscellaneous Modules Sub-Total	\$26,160.00
Web Presence Sub-Total	\$29,000.00
<b>Proposal Total</b>	<b>\$266,531.10</b>

Approved \_\_\_\_\_



## Application Server & Accessories

### Application, Web & Image Compression Servers

#### HP ML350 G10

Intel Xeon 4210 Silver, 16 GB RAM, five, 2.4TB SAS SFF HPD, Redundant Power and Fans, Storage Controller, LTO 6 Ultrium 6250 Tape Drives, 8 LTO6 Data Cartridges, 1 Cleaning Tape, 5 years 24x7 warranty w/ Defective Media Retention, monitor, server UPS and 4 Port KVM.

**Application Server Sub-Total** **\$14,267.00**

### Application Server Slice Software & Accessories

RedHat Linux (3 Year Subscription) \$995.00

fP/GI 5+45 & 50 User/Concurrent Sessions \$18,975.00

fP Annual Subscription (1st year) (Required) \$2,466.75

BackupEDGE w/ Encryption and 5 Year Support Subscription \$1,190.00

**Application Server Slice Software & Accessories Sub-Total** **\$23,626.75**

### Web Server Slice Software

RedHat Linux (3 Year Subscription) \$995.00

fP 5.8 2+5 Licenses \$1,495.00

fP Annual Subscription (1st year) (Required) \$194.35

**Web Server Software Sub-Total** **\$2,684.35**

### Image Compression Slice Software

Dual Slice Image Compression Computer \$2,200.00

5 Year Hardware Warranty \$500.00

Windows 10 Pro (2 @ \$150.00 ea.) \$300.00

Microsoft Office 2019 Home & Business (2 @ \$245.00 ea.) \$490.00

Configuration \$950.00

Shipping \$35.00

Single Compression Server Total \$4,475.00

**Quantity 2 Sub-Total** **\$8,950.00**

### WatchGuard Firewall Server

Firewall Server \$949.00

5 Year Hardware Warranty \$500.00

WatchGuard Virtual FireboxV Small (3 Years) \$2,400.00

Axigen Mail Server (3 Year Subscription) (20 Users) \$1,531.00

Configuration & On-Site Installation \$1,315.00

Shipping \$25.00

**Watchguard Firewall Server Sub-Total** **\$6,720.00**

**H&A Cloud Mirrored Server**

CentOS Linux (RedHat may be required, to be determined)	\$0.00
Initial Setup/Configuration	\$840.00
Off-Site Mirrored Server (Paperless Mirroring) (\$400.00/month)(12 Months)(1-4)	\$4,800.00
Includes: case data, images, home directories, accounts, printers, etc. Everything you need for an off-site mirrored server without the hassle of finding a place to house it and the time necessary to manage and maintain it.	

**Proposal Total** \$5,640.00

- (1) We will pro-rate this so that the annual renewal will be due in January.
- (2) This does NOT include audio or video courtroom recordings.
- (3) Recommended when the Court stops keeping complete paper files.

**Application, Web, Image Compression & Firewall Servers Sub-Total** **\$47,621.10**

**Case Management Software**

Municipal Court Information System w/ Jury Management	\$15,000.00
MergePro 2021 Basic (forms)	included
Graphical Scheduler (Court & Probation)	\$6,000.00
Graphical Scheduler Google Calendar Integration Module (Court & Probation)	\$4,000.00
Allows access to a read-only google calendar which can push to individual calendars and email notices. This is a one way process, Case Management System to Google. Google Calendar Configuration & Training not included. As with any 3rd party provider, any changes by 3rd party software providers may affect the functionality of our applications.	
Certified e>Returns Module	\$3,500.00
Judge's, Clerk's & Probation Notes Modules	\$1,500.00
Adult Probation	\$7,500.00
Positive Pay (2 check files @ \$1,000.00 ea.)	\$2,000.00
OSP e-Citations (\$500.00 per year for hosted server off-set)	\$2,500.00
OCN Integration	\$7,000.00
<b>Case Management Software Sub-Total</b>	<b>\$49,000.00</b>

**Training/Professional Services**

On-Site Overview & Initial Training (40 man hours @ \$100.00/hour)* (CMS, forms and control files)	\$4,000.00
On-Site Clerk/Court/Jury Training (200 man hours @ \$100.00/hour)*	\$20,000.00
On-Site First Month End Follow-up (24 man hours @ \$100.00/hour)*	\$2,400.00
On-Site Second Month End Follow-up (16 man hours @ \$100.00/hour)*	\$1,600.00
On-Site Third Month End Follow-up (16 man hours @ \$100.00/hour)*	\$1,600.00
Local Software Modification (40 hours, billed as necessary)	\$4,000.00
Conversion of CMI Case Management Data#* (from ASCII files)	\$15,000.00
Conversion of CMI Images#* + Court is to supply all image linking information, as in but not limited to case number, image name, date, image description. All images will be converted to PDF and linked to the case through the docket file as a new docket entry.	\$10,000.00
Hardware Configuration*	\$5,000.00
Travel Costs*	\$10,000.00
<b>Training/Professional Services Sub-Total</b>	<b><u>\$73,600.00</u></b>

\*Estimated hours per court or department, extra hours can be used in other areas if required or applied to service agreement, additional hours billed as necessary. Training hours will include training, modifications and conversion clean-up.

#Remember, Henschen & Associates has been in existence for over 30 years. In our experience, we have found that the data provided is not always complete and/or accurate, therefore some information may require additional attention to ensure adequate performance (i.e. Case File, Supreme Court, Accounts Receivable, Cashbook, etc.).

+We will need a table that shows the relationship between the unique case number, and the unique image name with all relevant data elements including case number, case type, description of the image (example: warrant, final je, etc.), unique image name and directory path.

**MergePro 2021 Scanning (w/ Paper-on-Demand)**

**MergePro 2021 Paper-on-Demand** is the process of turning a MergePro Word/Word Perfect Document into an image without having to print and then scan the form.

Electronic Signatures are required at this point. The image of the form is automatically attached to a docket entry during the form printing process.

MergePro 2021 Paper-on-Demand,	\$25,000.00
(10,001 to 15,000 cases per year) ~ subject to annual fee	\$3,750.00
<i>Municipal/County Court MergePro Scanning includes Traffic, Criminal, Civil, Small Claim, Rental Escrow, Trusteeships, and the Probation file.</i>	
Includes: Imaging Module, Images on-line (w/ record search) & Redaction.	
Image Compression Software Sessions (3 @ \$500.00 ea.)	\$1,500.00
Signature File	\$500.00
Signature Pads (4) (Counter, Courtrooms & Probation Officers)	\$1,100.00
<b>MergePro 2021 Scanning w/ Paper-on-Demand Sub-Total</b>	<b>\$31,850.00</b>

**Paperless/e-Filing**

**Paperless/e-Filing** is a product that allows you to go paperless plus accept e-Filing.

This product has workflow that allows for documents to be passed among staff members allowing for efficient processing of cases within the CMS.

2021 Paperless/e-Filing	\$0.00
(10,001-15,000 cases per year) ~ subject to annual fee	\$3,750.00
Installation & Configuration (Estimate, bill actual)	\$5,550.00
<b>Paperless/e-Filing Sub-Total</b>	<b>\$9,300.00</b>

Note: e-Filing is a Henschen & Associates hosted e-Filing solution that allows an attorney and/or Pro Se to file in multiple courts from one web site/portal. The court will receiving their filing fee for each filing. This can be implemented at anytime. When the Court decides to stop keeping a complete paper folder, we recommend the addition of an off-site mirrored server solution which is not included in this proposal.

**Scanning/Paperless/e-Filing Sub-Total**                      **\$41,150.00**

<b>Court Day Workflow</b>	(10,001 - 15,000)	\$21,500.00
includes: Court Check-In, TV Application, Data Passing Disposition Application (includes 3 H&A forms & 40 hours of form modifications) & Workflow (associated hardware & installation not included*)		
<b>Court Day Work Flow Sub-Total</b>		<u>\$21,500.00</u>

\*The following item(s) may be required based on your environment. \*Check-In  
Computer(s), TV(s), TV(s) Mounting, TV(s) computer, electrical, network  
wiring, installation and etc.

<b>Collection Modules</b>		
Attorney General Collection Module		\$1,000.00
(Additional time billed against local modifications if/as needed)		
Case Selection Processing		<u>\$600.00</u>
<b>Collection Modules Sub-Total</b>		<u>\$1,600.00</u>



**E-Mailing Images Module**

Henschen & Associates is not responsible for emails getting to their intended destination, or notification there of. Please note, emails that fail or that are not delivered, do not always generate a "bounce back" email. Similar to the USPS when sending a letter, there is no guarantee or confirmation that the letter reached its intended recipient, was opened or was read.

I have read and understand the implication inherent to emailing, furthermore, the court is responsible for establishing any local rules that may be required.

Initials \_\_\_\_\_

What the emailing module does:

It emails from the compression server using a properly configured POP3 email account

E-mail addresses are selected from a database list or entered manually

It has the capability to:

- email MergePro forms (sent as an image attachment)
- email an image which is attached to a docket entry
- email an image from the scanning preview screen
- docket and attach the sent email to a new entry (requires MergePro scanning)

What the emailing module requires:

- Proper email server configuration
- Newest version of MergePro & Client Imaging Software

**E-Mail Image**

E-Mail Image Module	\$1,500.00
Configuration of image compression computer	
MergePro Upgrade to newest version	
Installation of MergePro and newest client imaging software	
<b>E-Mail Image Module Sub-Total</b>	<b>\$1,500.00</b>

\*If Henschen & Associates does not control both your email services and your firewall appliance, those that do will need to cooperate with us so that we have what we need and additional time may be required.

**Texting Module**

Integrated Texting Module	\$1,500.00
This module allows for a single text to a single individual.	
Report Programming for batch texting (billed as necessary from service )	
Initial 1,000 texts	\$60.00
Small fee to off-set H&A server billed annually	
<b>Texting Module Sub-Total</b>	<b>\$1,560.00</b>

Additional blocks of 250 texts \$15.00 ea. Billed quarterly from service agreement

**Texting Disclaimers**

- Not a secure communication tool
  - o Number could change
  - o Court could key the number in wrong
  - o Etc.
- Court IT assistance required for firewall configuration where necessary
- Document converter is required
- Parties could block the text number/message
- H&A passes along per text charges
- Text and Data rates would apply to the receiver
- Court to establish any local rules
- Text length limited to 140 characters
- No confirm receipt of text
- Price per text subject to change without notice
- We are not responsible for the activities of the 3<sup>rd</sup> party texting company
- The Court has their own text logs
- Henschen & Associates does not keep any texts or text numbers

**Miscellaneous Modules Sub-Total            \$26,160.00**

**Web Presence**

**Web Site Design**

Web Site Design Programming (50 hrs. Estimate, Bill Actual)	\$5,000.00
<b>Web Site Design Sub-Total</b>	<b>\$5,000.00</b>

**Case Record Search**

CaseLook2 Case Record Search	\$10,000.00
Installation/Configuration	\$800.00
<b>Court Record Search Sub-Total</b>	<b>\$10,800.00</b>

**e-Payment Module**

Municipal Court Web Based Electronic Payments	\$5,000.00
Installation & Configuration	\$600.00
<b>E-Payment Module Sub-Total</b>	<b>\$5,600.00</b>

\*Set-up time for a processor not already configured with our e-payment module will be billed as necessary. Local modifications to customize E-payments for your court will be billed as needed.

We are currently configured to worked with the following payment gateways.

<a href="http://www.bridgepayment.com">www.bridgepayment.com</a>	Free to Court	Dante Rainone ~ 513-486-4488
<a href="http://www.govpaynet.com">www.govpaynet.com</a>	Free to Court	Bob Malouf ~ 614-716-8466
<a href="http://www.infintechllc.com">www.infintechllc.com</a>	Free to Court	Mark Morgan ~ 614-975-4808
<a href="http://www.nCourt.com">www.nCourt.com</a>	Free to Court	Gadan Dada ~ 678-214-6170
<a href="http://www.vitalchek.com">www.vitalchek.com</a>	Free to Court	Kelly Tralongo ~ 615-943-5670

**e-Search Warrant Application**

**(Municipal Court Judge)**

e-Search Warrant Application	\$2,500.00
Local Form Creation (16 hrs.)	\$1,600.00
Initial Setup and Training (4 hrs.)	\$400.00
Annual fee will be charged in January of the following year based off of case load	
<b>e-Search Warrant Sub-Total</b>	<b>\$4,500.00</b>

**Probation Check-In**

Probation Kiosk Check-in Application	\$2,500.00
Probation Check-In Configuration/Installation	\$600.00
<b>Probation Check-In Sub-Total</b>	<b>\$3,100.00</b>

**Web Presence Sub-Total \$29,000.00**

Henschen & Associates, Inc. will guarantee this price quote for a period of 10 days from the date issued, provided the hardware listed is still available from the manufacturer. We understand the limits placed on government agencies with respect to allocating funds. However, there are times when we are forced to replace quoted equipment due to the manufacturer. We will do our best to provide another product within the same price range when possible.

In addition, we may provide you with a quote and later determine that, due to your current configuration, additional items or time will be necessary. We make every effort to assure that this does not happen, but on occasion it may. You will be notified as soon as we discover the problem to discuss your options.

On proposals where we have include phrasing like "estimate; bill actual, billed from service" or on larger quotes where we are including multiple items that have separate support/training times listed for each item, we will be creating a service balance and, upon completion of the project, apply the remainder to your existing service agreement.

We are the IT department for many of our Court installations and, as such, we handle most if not all of the court IT needs. If your Court receives support and/or assistance from the Local IT in your jurisdiction, please have them contact us regarding any changes they have made to the system that might impact this project.

We have developed various features that involve the internet, email and web based technology in general. We have made sure that these features work properly and efficiently in our environment where we control everything, including the desktop PC, application server, web server, email server, firewall and network infrastructure. If the requested feature does not work correctly in your court and we determine that it is a local issue, we will need your assistance in helping your IT department make the necessary changes so the feature works as designed. This includes some items that require a static public IP address with access to ports 80 and 443 to function properly.

Some of the products and services that we offer require information and/or materials that must be provided by the Customer in order for us to complete the installation. In order to complete the project in a timely manner, any information and/or materials we request from the Customer regarding items on this quote must be received within 60 days after us requesting it. If said information and/or materials are not received within that time frame, this project may be closed and invoiced. The time used to date in the project will be billed and the remaining hours will be billed and added to your service balance.

If you have any questions, please feel free to contact me. If you want to proceed, please sign and initial where indicated and fax or email this quote back to our office. Thank you for contacting Henschen & Associates, Inc. We look forward to helping you meet your computerization goals.

Respectfully,



David L. Hunter  
Henschen & Associates, Inc.

## e-Court Pricing Table

Updated August 1, 2016

There is a separate contract that covers these modules

### MergePro Scanning w/ Automatic Imaging (Paper-on-Demand)

Case Load	Range	Purchase Price	Cost/case	Annual Fee
1	2,500	\$10,000.00	\$0.25	\$625.00
2,501	5,000	\$15,000.00	\$0.25	\$1,250.00
5,001	10,000	\$20,000.00	\$0.25	\$2,500.00
<b>10,001</b>	<b>15,000</b>	<b>\$25,000.00</b>	<b>\$0.25</b>	<b>\$3,750.00</b>
15,001	20,000	\$30,000.00	\$0.25	\$5,000.00
20,001	25,000	\$35,000.00	\$0.25	\$6,250.00
25,001	30,000	\$40,000.00	\$0.25	\$7,500.00

### MergePro Paperless (Workflows) with e-Filing

Case Load	Range	Purchase Price	Cost /case	Annual Fee
1	2,500	\$0.00	\$0.25	\$625.00
2,501	5,000	\$0.00	\$0.25	\$1,250.00
5,001	10,000	\$0.00	\$0.25	\$2,500.00
<b>10,001</b>	<b>15,000</b>	<b>\$0.00</b>	<b>\$0.25</b>	<b>\$3,750.00</b>
15,001	20,000	\$0.00	\$0.25	\$5,000.00
20,001	25,000	\$0.00	\$0.25	\$6,250.00
25,001	30,000	\$0.00	\$0.25	\$7,500.00

ORDINANCE NO. 6924

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH LOCAL SCHOOL DISTRICTS FOR THE USE OF CITY GOLF COURSES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg owns the Pipestone and Mound Golf Courses, located at 4344 Benner Road and 757 Mound Avenue, Miamisburg, Ohio, and

WHEREAS, three local school districts have utilized City golf courses as a "home" course for golf team practices and matches, and

WHEREAS, these three local school districts have utilized City courses in this capacity under facility use agreements that have expired.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO A MAJORITY OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Miamisburg City School District, which agreement is attached hereto as Exhibit "A".

Section 2.

The City Manager is hereby authorized to enter into an agreement with the West Carrollton School District, which agreement is attached hereto as Exhibit "B".

Section 3.

The City Manager is hereby authorized to enter into an agreement with the Dayton Christian School District, which agreement is attached hereto as Exhibit "C".

Section 4.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to allow for facility use in alignment with school sports schedules, this measure shall take effect and be in force from and after its passage.

Passed: July 20, 2021

Attested: \_\_\_\_\_

*Kim Combs*

Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

*Michelle L. Collins*

Michelle L. Collins, Mayor

**EXHIBIT A**  
**AGREEMENT**

This Agreement made by and between the City of Miamisburg, hereinafter called the "City", and the Miamisburg City School District, hereinafter "MCSD".

**WITNESSTH:**

WHEREAS, Pipestone and Mound Golf Courses (hereinafter called Pipestone and Mound) are owned by the City and operated by Hampton Golf, Inc. (hereinafter Hampton), located at 4344 Benner Road and 757 Mound Avenue, Miamisburg, Ohio; and

WHEREAS, the MCSD desires to use Pipestone and Mound for purposes herein contained, the City and MCSD agree; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and MCSD agree as follows:

**USE**

1. The City hereby grants permission to MCSD to use Pipestone located at 4344 Benner Road, Miamisburg, Ohio and Mound located at 757 Mound Avenue, Miamisburg, Ohio.
2. The purpose is to designate time for shared use of the facilities for the MCSD Boys and Girls Golf Team program.
3. The City hereby grants MCSD permission to use Pipestone and Mound for:
  - a. Practice session Monday through Friday, beginning the first day of tryouts and ending the final day of the MCSD golf team season. Said practice sessions shall be schedule by the MCDS High School Golf Coach and approved by the City. Said practice sessions include golf rounds and driving range privileges for players of the MCSD reserve and varsity boys and girls golf teams.
  - b. Golf rounds for matches for the MCSD boys and girls reserve and varsity golf teams and their competitors.

**MCSD'S RESPONSIBILITIES**

1. MCSD agrees to provide a confirmed schedule which includes dates and times, for practices and home golf matches to Hampton General Manager by June 1 of each year.
2. Matches or practices require a minimum of three days' notice to cancel; otherwise the MCSD will be billed for usage.

3. Spectators for MCSD golf teams are permitted only during school matches.
4. Spectators are permitted to rent riding carts at posted rates and based on availability and pro-shop discretion.
5. All spectators must abide by guidelines set by Pipestone and Mound policies and procedures.
6. Any non-scheduled practice use of Pipestone and Mound by MCSD golf team members is permitted, however regular posted fees will be charged.
7. MCSD shall designate one individual to serve as liaison between Hampton and MCSD. The designee will coordinate with Hampton General Manager throughout the year. The Hampton General Manager must be notified of the designee before the start of each golf season.
8. MCSD agrees to monitor the activities of all participants and spectators during all practices and matches. Additionally, assist in the enforcement of all golf rules and etiquette, facility care guidelines and any other policies brought to the attention of MCSD by the City or Hampton.
9. MCSD will not utilize Pipestone and Mound without Hampton staff present or during non-operating hours.

#### **CITY'S RESPONSIBILITY**

1. The City hereby agrees that if MCSD performs each and every one of the covenants, undertakings and agreements contained herein to be performed by MCSD; MCSD shall during the term hereof, freely use Pipestone and Mound for said purposes during the times defined in "Periods of Use".
2. Golf outings, preferred tee times have priority on the tee. Hampton staff will make every effort to get the golf team(s) off as close to their scheduled time as possible. If a conflict on the tee cannot be avoided or course conditions are unfavorable at Pipestone, Mound may be available for practice or matches.
3. The City shall incur the cost of course operations, such as maintenance costs, staff, utilities for heating and lighting, etc. during MCSD time of usage.
4. The City agrees to assist with practices and matches providing Hampton staff is available.
5. The City agrees to designate the Hampton General Manager as the City's liaison with MCSD during the season and in the off-season.



## **LIABILITY**

1. MCSD shall indemnify, hold harmless and defend the City of Miamisburg, Hampton, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City of Miamisburg, Hampton, its officers or employees may hereafter sustain, incur or be required to pay, arising solely out of or by reason of any act or omission of Miamisburg School District, its agents, servants or employees, in the execution, performance or failure to adequately perform Miamisburg City School District's obligations pursuant to this contract.
2. MCSD agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, being a combined single limit of \$1,000,000; and MCSD shall, at the time of the execution of this agreement, furnish the City with a certification of such insurance, providing for a ten (10) day advance written notice of cancellation, and the City shall be named as an additional insured thereunder. The following are Additional Insureds: the City of Miamisburg, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof.

## **OPTION to RENEW**

1. This Agreement shall be for a term of five (5) years, commencing August 1, 2021. On an annual basis, the City and MCSD agree to meet and review the completed year's activities and needs. At this time, based upon mutual consent, this Agreement may be modified or amended.
2. At the conclusion of the initial five (5) year term, this Agreement may be extended for an additional five (5) years, upon the written consent of the parties.

## **TERMINATION OF AGREEMENT**

1. Either party may terminate this Agreement at any time by providing a minimum six- month advance notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant or condition shall be taken to constitute a waiver or any subsequent breach of covenant of condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof.

**ENFORCEABILITY**

1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby, and shall be ratified by action of the Council of the City of Miamisburg where appropriate to become enforceable.
2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authoring representative of the parties has executed the Agreement of the \_\_\_\_\_ day of July, 2021.

MIAMISBURG CITY SCHOOL DISTRICT  
(MCSD)

By

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

CITY OF MIAMISBURG (CITY)

By

\_\_\_\_\_

Keith Johnson, City Manager

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

**EXHIBIT B**  
**AGREEMENT**

This Agreement made by and between the City of Miamisburg, hereinafter called the "City", and the West Carrollton School District, hereinafter "WCSD".

**WITNESSTH:**

WHEREAS, Pipestone and Mound Golf Courses (hereinafter called Pipestone and Mound) are owned by the City and operated by Hampton Golf, Inc. (hereinafter Hampton), located at 4344 Benner Road and 757 Mound Avenue, Miamisburg, Ohio; and

WHEREAS, the WCSD desires to use Pipestone and Mound for purposes herein contained, the City and WCSD agree; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and WCSD agree as follows:

**USE**

4. The City hereby grants permission to WCSD to use Pipestone located at 4344 Benner Road, Miamisburg, Ohio and Mound located at 757 Mound Avenue, Miamisburg, Ohio.
5. The purpose is to designate time for shared use of the facilities for the MCSD Boys and Girls Golf Team program.
6. The City hereby grants MCSD permission to use Pipestone and Mound for:
  - a. Practice sessions Monday through Friday, beginning with pre-team practice and team qualifying rounds and ending the final day of the WCSD golf team season. Said practice sessions shall be scheduled by the WCSD High School Golf Coaches and approved by the Hampton General Manager. Said practice sessions include golf rounds privileges for players of WCSD reserve and varsity boys and girls golf teams. Fees for the rounds are as follows: Pipestone 18 holes at \$19, Pipestone 9 holes at \$12; Mound 18 holes at \$15.50, and Mound 9 holes at \$12. The fees may be paid by the participant at the time of play or will be billed to WCSD at the end of the season.
  - b. Golf rounds for matches for the WCSD boys and girls reserve and varsity golf teams and their competitors. Fees for match rates at Pipestone will cost \$14 per player and include a small basket of practice balls, Mound match rates will be \$12 per player for 9 holes. All matches will be scheduled based on availability of the golf courses after scheduling priority for league play, golf events, Miamisburg City School District Golf Program matches and allotment for casual golf. The matches will be scheduled on Monday-Friday between 3:30 p.m. and 5:00 p.m. depending

on the time of season. Any match to be scheduled in August before the school year starts will be scheduled at the golf course's discretion, tee times will vary throughout the day.

### **WCSD'S RESPONSIBILITIES**

1. WCSD agrees to provide a confirmed schedule which includes dates and times, for practices and home golf matches to Hampton General Manager by June 1 of each year.
2. Coaches are required to sign off on each usage of the courses and verify with the golf staff the number of players.
3. Matches or practices require a minimum of three days' notice to cancel; otherwise the WCSD will be billed for usage.
4. Spectators for WCSD golf teams are permitted only during school matches.
5. Spectators are permitted to rent riding carts at posted rates and based on availability and pro-shop discretion.
6. All spectators must abide by guidelines set by Pipestone and Mound policies and procedures.
7. Any non-scheduled practice use of Pipestone and Mound by WCSD golf team
8. members is permitted, however regular posted fees will be charged.
9. WCSD shall designate two individuals (one for boys teams and one for girls teams) to serve as liaisons between Hampton and WCSD. The designee will coordinate with Hampton General Manager throughout the year. The Hampton General Manager must be notified of the designee before the start of each golf season.
10. WCSD agrees to monitor the activities of all participants and spectators during all practices and matches. Additionally, assist in the enforcement of all golf rules and etiquette, facility care guidelines and any other policies brought to the attention of WCSD by the City or Hampton.
11. WCSD shall give City first opportunity to host any athletic booster association's golf outings.
12. WCSD will not utilize Pipestone and Mound without Hampton or City staff present or during non-operating hours.

### **CITY'S RESPONSIBILITY**

1. The City hereby agrees that if WCSD performs each and every one of the covenants, undertakings and agreements contained herein to be performed by WCSD; WCSD shall during the term hereof, freely use Pipestone and Mound for said purposes during the times defined in "Periods of Use".

2. Golf outings, preferred tee times and Miamisburg City School District Golf teams have priority on the tee. Hampton staff will make every effort to get the golf team(s) off as close to their scheduled time as possible. If a conflict on the tee cannot be avoided or course conditions are unfavorable at Pipestone, Mound may be available for practice or matches.
3. Each golf course will keep a monthly billing log for matches and practice rounds, a bill will be sent to the school based on prior month's charges with payment due within 14 days.
4. The City agrees to assist with practices and matches providing Hampton staff is available.
5. The City agrees to designate the Hampton General Manager as the City's liaison with WCSD during the season and in the off-season.

## **LIABILITY**

1. WCSD shall indemnify, hold harmless and defend the City of Miamisburg, Hampton, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City of Miamisburg, Hampton, its officers or employees may hereafter sustain, incur or be required to pay, arising solely out of or by reason of any act or omission of WCSD, its agents, servants or employees, in the execution, performance or failure to adequately perform WCSD's obligations pursuant to this contract.
2. WCSD agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, being a combined single limit of \$1,000,000; and WCSD shall, at the time of the execution of this agreement, furnish the City with a certification of such insurance, providing for a ten (10) day advance written notice of cancellation, and the City shall be named as an additional insured thereunder. The following are Additional Insureds: the City of Miamisburg, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof.

## **OPTION TO RENEW**

1. This Agreement shall be for a term of three (3) years, commencing August 1, 2021. On an annual basis, the City and WCSD agree to meet and review the completed year's activities and needs. At this time, based upon mutual consent, this Agreement may be modified or amended.

2. At the conclusion of the initial three (3) year term, this Agreement may be extended for an additional three (3) years, upon the written consent of the parties.

**TERMINATION OF AGREEMENT**

1. Either party may terminate this Agreement at any time by providing a minimum six-month advance notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant or condition shall be taken to constitute a waiver or any subsequent breach of covenant of condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof.

**ENFORCEABILITY**

1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby, and shall be ratified by action of the Council of the City of Miamisburg where appropriate to become enforceable.
2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authoring representative of the parties has executed the Agreement of the \_\_\_\_\_ day of July, 2021.

WEST CARROLLTON SCHOOL DISTRICT  
(WCSD)

CITY OF MIAMISBURG (CITY)

By

By

\_\_\_\_\_

\_\_\_\_\_

Keith Johnson, City Manager

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

**EXHIBIT C**  
**AGREEMENT**

This Agreement made by and between the City of Miamisburg, hereinafter called the "City", and the Dayton Christian School District, hereinafter "DCSD".

**WITNESSTH:**

WHEREAS, Pipestone and Mound Golf Courses (hereinafter called Pipestone and Mound) are owned by the City and operated by Hampton Golf, Inc. (hereinafter Hampton), located at 4344 Benner Road and 757 Mound Avenue, Miamisburg, Ohio; and

WHEREAS, the DCSD desires to use Pipestone and Mound for purposes herein contained, the City and DCSD agree; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and DCSD agree as follows:

**USE**

1. The City hereby grants permission to DCSD to use Pipestone located at 4344 Benner Road, Miamisburg, Ohio and Mound located at 757 Mound Avenue, Miamisburg, Ohio.
2. The purpose is to designate time for shared use of the facilities for the DCSD Boys and Girls Golf Team program.
3. The City hereby grants DCSD permission to use Pipestone and Mound for:
  - a. Practice sessions Monday through Friday, beginning with pre-team practice and team qualifying rounds and ending the final day of the DCSD golf team season. Said practice sessions shall be scheduled by the DCSD High School Golf Coaches and approved by the Hampton General Manager. Said practice sessions include golf rounds privileges for players of DCSD reserve and varsity boys and girls golf teams. Fees for the rounds are as follows: Pipestone 18 holes at \$19, Pipestone 9 holes at \$12; Mound 18 holes at \$15.50, and Mound 9 holes at \$12. The fees may be paid by the participant at the time of play or will be billed to DCSD at the end of the season.
  - b. Golf rounds for matches for the DCSD boys and girls reserve and varsity golf teams and their competitors. Fees for match rates at Pipestone will cost \$14 per player and include a small basket of practice balls, Mound match rates will be \$12 per player for 9 holes. All matches will be scheduled based on availability of the golf courses after scheduling priority for league play, golf events, Miamisburg City School District Golf Program matches and allotment for casual golf. The matches will be scheduled on Monday-Friday between 3:30 p.m. and 5:00 p.m. depending

on the time of season. Any match to be scheduled in August before the school year starts will be scheduled at the golf course's discretion, tee times will vary throughout the day.

### **DCSD'S RESPONSIBILITIES**

1. DCSD agrees to provide a confirmed schedule which includes dates and times, for practices and home golf matches to Hampton General Manager by June 1 of each year.
2. Coaches are required to sign off on each usage of the courses and verify with the golf staff the number of players.
3. Matches or practices require a minimum of three days' notice to cancel; otherwise the DCSD will be billed for usage.
4. Spectators for DCSD golf teams are permitted only during school matches.
5. Spectators are permitted to rent riding carts at posted rates and based on availability and pro-shop discretion.
6. All spectators must abide by guidelines set by Pipestone and Mound policies and procedures.
7. Any non-scheduled practice use of Pipestone and Mound by DCSD golf team
8. members is permitted, however regular posted fees will be charged.
9. DCSD shall designate two individuals (one for boys teams and one for girls teams) to serve as liaisons between Hampton and DCSD. The designee will coordinate with Hampton General Manager throughout the year. The Hampton General Manager must be notified of the designee before the start of each golf season.
10. DCSD agrees to monitor the activities of all participants and spectators during all practices and matches. Additionally, assist in the enforcement of all golf rules and etiquette, facility care guidelines and any other policies brought to the attention of DCSD by the City or Hampton.
11. DCSD shall give City first opportunity to host any athletic booster association's golf outings.
12. DCSD will not utilize Pipestone and Mound without Hampton or City staff present or during non-operating hours.

### **CITY'S RESPONSIBILITY**

1. The City hereby agrees that if DCSD performs each and every one of the covenants, undertakings and agreements contained herein to be performed by DCSD; DCSD shall during the term hereof, freely use Pipestone and Mound for said purposes during the times defined in "Periods of Use".



2. Golf outings, preferred tee times and Miamisburg City School District Golf teams have priority on the tee. Hampton staff will make every effort to get the golf team(s) off as close to their scheduled time as possible. If a conflict on the tee cannot be avoided or course conditions are unfavorable at Pipestone, Mound may be available for practice or matches.
3. Each golf course will keep a monthly billing log for matches and practice rounds, a bill will be sent to the school based on prior month's charges with payment due within 14 days.
4. The City agrees to assist with practices and matches providing Hampton staff is available.
5. The City agrees to designate the Hampton General Manager as the City's liaison with DCSD during the season and in the off-season.

## **LIABILITY**

1. DCSD shall indemnify, hold harmless and defend the City of Miamisburg, Hampton, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City of Miamisburg, Hampton, its officers or employees may hereafter sustain, incur or be required to pay, arising solely out of or by reason of any act or omission of DCSD, its agents, servants or employees, in the execution, performance or failure to adequately perform DCSD's obligations pursuant to this contract.
2. DCSD agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, being a combined single limit of \$1,000,000; and DCSD shall, at the time of the execution of this agreement, furnish the City with a certification of such insurance, providing for a ten (10) day advance written notice of cancellation, and the City shall be named as an additional insured thereunder. The following are Additional Insureds: the City of Miamisburg, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof.

## **OPTION TO RENEW**

1. This Agreement shall be for a term of three (3) years, commencing August 1, 2021. On an annual basis, the City and DCSD agree to meet and review the completed year's activities and needs. At this time, based upon mutual consent, this Agreement may be modified or amended.

2. At the conclusion of the initial three (3) year term, this Agreement may be extended for an additional three (3) years, upon the written consent of the parties.

**TERMINATION OF AGREEMENT**

1. Either party may terminate this Agreement at any time by providing a minimum six-month advance notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant or condition shall be taken to constitute a waiver or any subsequent breach of covenant of condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof.

**ENFORCEABILITY**

1. If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby, and shall be ratified by action of the Council of the City of Miamisburg where appropriate to become enforceable.
2. The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the authoring representative of the parties has executed the Agreement of the \_\_\_\_\_ day of July, 2021.

DAYTON CHRISTIAN SCHOOL DISTRICT  
(DCSD)

CITY OF MIAMISBURG (CITY)

By

By

\_\_\_\_\_

\_\_\_\_\_

Keith Johnson, City Manager

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

ORDINANCE NO. 6925

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A FACILITY USE AGREEMENT WITH THE MIAMI VALLEY CHURCH, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Miamisburg owns the facility, known as the Carnegie Center, located at 426 East Central Avenue, Miamisburg, Ohio, and

WHEREAS, the Miami Valley Church is interested in utilizing the facility for administrative and small meeting needs as a part of their divestiture plan, and

WHEREAS, both parties have reviewed the agreement and believe it to provide mutual benefit to all involved and the community at large.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO A MAJORITY OF ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1.

The City Manager is hereby authorized to enter into an agreement with the Miami Valley Church, which agreement is attached hereto as Exhibit "A".

Section 2.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to ensure facility updates can be performed to allow for the use of the facility by the Miami Valley Church, therefore, this measure shall take effect and be in force from and after its passage.

Passed: July 20, 2021

Attested: \_\_\_\_\_



Kim Combs, Clerk of Council

Approved: \_\_\_\_\_



Michelle L. Collins, Mayor

## **AGREEMENT**

This Agreement made this \_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Miamisburg, hereafter referred to as the "City" and the Miami Valley Church, hereafter referred to as "MVC".

### **WITNESSTH:**

WHEREAS, the City owns and operates the Carnegie Center located at 426 E. Central Ave., Miamisburg, Ohio: and,

WHEREAS, the MVC, as a part of its divestiture plan, intends to provide services to the community in the areas of \_\_\_ as well as their church community in the areas of \_\_\_ and desires to use the Carnegie Center for purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

### **USE**

1. The City hereby grants permission to the MVC to use the Carnegie Center located at 426 E. Central Ave., Miamisburg, Ohio, during the general times defined in "Periods of Use" of this agreement.
2. The purpose of this Agreement is to designate permission to use the facility and to outline expenses for shared use of the facility.

### **PERIODS OF USE**

1. The City hereby grants MVC permission to use the Carnegie Center during the dates and times as outlined below:
  - a. Initial Agreement Period: August 1 – December 31, 2021.

### **OPTION TO RENEW**

This agreement shall be for an initial term of five (5) months. At or near the end of this initial agreement period, the City and MVC agree to meet and review the completed term and mutual needs of each party. At this time, based upon mutual consent, this agreement may be modified or amended.

At the conclusion of the five (5) month term and upon written agreement by the parties, this agreement may be extended for an additional term of six (6) months. Additional extensions may be granted beyond the initial five (5) and six (6) month terms, upon written agreement of the parties.

## **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time by providing a minimum thirty (30) days advance written notice of its intent. No waiver of any such covenant in the Agreement, or of any breach of any such covenant of condition shall be taken to constitute a waiver or any subsequent breach of covenant of condition, or to justify or authorize the nonobservance on any other occasion of the same or of any other covenants, or conditions hereof.

## **MVC's RESPONSIBILITY**

MVC shall:

- (1) provide a confirmed schedule, which includes dates and times for general use of the facility.
- (2) provide reimbursement for facility updates including plaster wall repair, and other minor maintenance needs required for MVC to occupy the space. Total reimbursement will be the lesser of \$600 or 50% of repair needs.
- (3) provide for the general upkeep of the Carnegie Center while in use by MVC. This includes general cleaning of the space, and contacting the City with maintenance needs beyond the scope of MVC's use.
- (4) provide access to the site (walkways, stairs, ramps) in a clean and upkept manner, free of debris.
- (5) designate one individual to serve as liaison between the City and MVC.
- (6) provide a privately maintained internet/Wi-Fi service for the space for MVC use. MVC will cover the cost for installation, repair and all billing associated with this service.
- (7) be permitted to have access to and store materials for MVC use in any portion of the upstairs portion of the Carnegie Center. The Lower Level may be used with the permission of the City.

## **CITY'S RESPONSIBILITY**

The City shall:

- (1) permit MVC use of the facility, except where noted, for the purposes set forth in this Agreement during the times defined in "Periods of Use" provided that MVC performs all of the promises and covenants contained herein.
- (2) provide repairs to the site for use by MVC, including plaster repair in the Upper Level (glass room, kitchen, etc.).

- (3) provide repairs and upgrades to the space upon mutual agreement between both parties.
- (4) incur the cost of facility operations, such as utilities, HVAC systems and maintenance, maintenance of the site, and pest control.

## **LIABILITY**

1. MVC agrees to save the City and its employees free and harmless from any and all damages or claims for damages, actions or causes of action which may arise or grow in connection with this Agreement and shall defend the City at MVC's own expense in any and all suits for the recovery of damages arising or growing in connection with this Agreement which may be brought or prosecuted against the City or its employees.
2. MVC agrees to obtain at its own cost and expense comprehensive general liability insurance acceptable to the City, being a combined single limit of \$1,000,000: and MVC shall, at the time of the execution of this agreement, furnish the City with a certification of such insurance, providing for a ten (10) day advance written notice of cancellation, and the city shall be named as an additional insured thereunder.

## **ENFORCEABILITY**

- (1) If any provision of the Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition, and the validity and enforceability of all the remaining provisions shall not be affected thereby, and shall be ratified by action of the Council of the City of Miamisburg where appropriate to become enforceable.
- (2) The Agreement shall be governed by and constructed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties being first duly authorized have set their hands on the day and year first written above.

Except in as effect, modified herein, all other terms and conditions of the Agreement shall remain in full force

Date: \_\_\_\_\_, 2021

Miami Valley Church (MVC)

City of Miamisburg (CITY)

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

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

\_\_\_\_\_, \_\_\_\_\_

Keith D. Johnson, City Manager

ORDINANCE NO. 6926

AN ORDINANCE TO CERTIFY SPECIAL ASSESSMENTS FOR THE REPAIR OF CURBS, GUTTERS AND SIDEWALKS IN THE CITY OF MIAMISBURG, MONTGOMERY COUNTY, OHIO, TO THE COUNTY AUDITOR OF SAID COUNTY FOR THE COLLECTION THEREOF AND DECLARING AN EMERGENCY.

WHEREAS, The Council of the City of Miamisburg, Montgomery County, Ohio, has heretofore by proper resolution declared the necessity for the repair of certain curbs, gutters and sidewalks in said city, given proper notice thereof and contracted all work necessary for said repair pursuant to Chapter 729 of the Revised Code of Ohio; and

WHEREAS, all the repair of certain curbs, gutters and sidewalks aforesaid has been completed as required by law, and the special assessments therefore have been levied pursuant to Resolution No. 2961 duly adopted by the Council of the City of Miamisburg, and

WHEREAS, the affected property owners have been notified of the assessment and certain assessments remain unpaid and are to be collected over a period of ten (10) years;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

All unpaid assessments in the amounts and for the benefit of the respective properties listed in Exhibit A to this Ordinance, which Exhibit A is hereby expressly made a part of this Ordinance, are to be placed upon the tax duplicate by the County Auditor of Montgomery County, Ohio, and collected as other taxes are collected by the County Treasurer of Montgomery County, Ohio, as provided by law.

Section 2.

Pursuant to Section 319.61 of the Revised Code of Ohio, a copy of this Ordinance with Exhibit A shall be certified to the County Auditor of Montgomery County, Ohio, by the Clerk of Council within twenty (20) days of its adoption together with a copy of the resolution levying said special assessments.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council authorization is needed at the earliest possible date, to meet the assessment deadline of the Montgomery County Auditor's Office; therefore, this measure shall take effect and be in force from and after its passage.

Passed: August 17, 2021 Attested: Kim Combs  
Kim Combs, Clerk of Council

Approved: Michelle L. Collins  
Michelle L. Collins, Mayor



EXHIBIT A		
2020 SIDEWALK, CURB & GUTTER PROGRAM		
ADDRESS	PARCEL ID NO./LOT NO.	AMOUNT
107 MAIN ST S	PARCEL ID K46 00329 0031, LOT # 4-5 PTS	3,462.50
108 MAIN ST S	PARCEL ID K46 00329 0038, LOT # 8-9 PTS	1,104.50
111 MAIN ST S	PARCEL ID K46 00329 0032, LOT # 4-6 PTS	1,932.00
118 MAIN ST S	PARCEL ID K46 00329 0040, LOT # 7-9 PTS	1,245.50
121 MAIN ST S	PARCEL ID K46 00329 0034, LOT # 172 PT	3,432.50
122 MAIN ST S	PARCEL ID K46 00329 0041, LOT # 173	752.00
126 MAIN ST S	PARCEL ID K46 00329 0042, LOT # 174 PT	611.00
130 MAIN ST S	PARCEL ID K46 00329 0077, LOT # 174 PT	282.00
131 MAIN ST S	PARCEL ID K46 00329 0078, LOT # 172 PT	872.00
136 MAIN ST S	PARCEL ID K46 00329 0043, LOT # 175 PT	2,276.00
155 MAIN ST S	PARCEL ID K46 00329 0049, LOT #176-7-8 PTS(PARCELS 50&87)	7,875.00
155 MAIN ST S	PARCELS K46 00329 0051, LOT # 178 PT 179(PARCEL 52)	5,085.00
202 MAIN ST S	PARCEL ID K46 00335 0042, LOT # 204	1,480.00
218 MAIN ST S	PARCEL ID K46 00335 0040, LOT # 202-203 PTS	2,792.00
304 MAIN ST S	PARCEL ID K46 00335 0050, LOT # 337	2,171.00
310 MAIN ST S	PARCEL ID K46 00335 0051, LOT # 338	3,018.00
315 MAIN ST S	PARCEL ID K46 00335 0031, LOT # 196-197 PT	927.50
322 MAIN ST S	PARCEL ID K46 00335 0053, LOT # 340 PT	5,553.00
408 MAIN ST S	PARCEL ID K46 00336 0037, LOT # 1087 PT 88	1,375.00
MAIN ST S	PARCEL ID K46 00336 0038, LOT # 1089	1,650.00
424 MAIN ST S	PARCEL ID K46 00336 0039, LOT # 1090	705.00
430 MAIN ST S	PARCEL ID K46 00336 0040, LOT # 1091 PT	1,997.50
439 MAIN ST S	PARCEL ID K46 00336 0025, LOT # 650	282.00
463 MAIN ST S	PARCEL ID K46 00336 0032, LOT # 1220-21-220PTS	4,033.00
485 MAIN ST S	PARCEL ID K46 00336 0034, LOT # 1222-1223 PT	4,655.00
HEINCKE RD N	PARCEL ID K46 00712 0027, LOT # 3575 & 3583 PT	10,253.00
1002 HEINCKE RD N	PARCEL ID K46 00712 0026, LOT # 3574 PT	7,469.00
1033 HEINCKE RD N	PARCEL ID K46 01211 0024, LOT # 5119	5,588.00
1110 HEINCKE RD N	PARCEL ID K46 00712 0021, LOT # 3569 PT	3,056.25
1115 HEINCKE RD N	PARCEL ID K46 01211 0026, LOT # 5121	3,350.50
1145 HEINCKE RD N	PARCEL ID K46 01211 0029, LOT # 5124	6,004.00
1155 HEINCKE RD N	PARCEL ID K46 01211 0030, LOT # 5125	8,761.00
1160 HEINCKE RD N	PARCEL ID K46 01212 0001, LOT # 5126	5,506.00
1506 SHERWOOD FOREST DR	PARCEL ID K46 01501 0019, LOT # 5954	3,431.00
1423 MOONDUST CT	PARCEL ID K46 01211 0022, LOT # 5117	5,814.00
1422 MOONDUST CT	PARCEL ID K46 01211 0021, LOT # 5116	4,909.00
	<b>TOTAL</b>	<b>123,710.75</b>

ORDINANCE NO. 6927

AN ORDINANCE TO CERTIFY SPECIAL ASSESSMENTS FOR THE DELINQUENT CHARGES FOR THE CUTTING AND REMOVAL OF WEEDS, VEGETATION AND/OR GRASS AND NUISANCE ABATEMENT IN THE CITY OF MIAMISBURG, MONTGOMERY COUNTY, OHIO, TO THE COUNTY AUDITOR OF SAID COUNTY FOR THE COLLECTION THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, the owner(s) of properties indexed on the list that is attached (Exhibit A and B) hereto and made a part of this Ordinance being lots along various streets in the municipality, have been provided with written notice to cut and remove weeds, vegetation and/or grass, manage nuisance abatement and

WHEREAS, the owner(s) of properties indexed on the list that is attached hereto (Exhibit A and B) and made a part of this Ordinance being lots along various street in the municipality have failed to comply with said notices and the City of Miamisburg then caused said cutting and removal of weeds, vegetation and/or grass, managing nuisance abatement and

WHEREAS, all expenses and costs received were paid out of Municipal funds; and

WHEREAS, these delinquent charges can be recovered by certification to the Montgomery County Auditor's Office for placement on the next property tax duplicate of the owner(s) of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:

Section 1

All unpaid charges in the amounts and for the benefit of the respective properties listed in Exhibit A and B to this Ordinance, which Exhibit A and B is hereby expressly made a part of this Ordinance, are to be placed upon the tax duplicate by the County Auditor of Montgomery County, Ohio, and collected as other taxes are collected by the County Treasurer of Montgomery County, Ohio, as provided by law.

Section 2

Pursuant to Section 319.61 of the Revised Code of Ohio, a copy of this Ordinance with Exhibit A shall be certified to the County Auditor of Montgomery County, Ohio, by the Clerk of Council within twenty (20) days of its adoption.

Section 3

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that Council authorization is needed at the earliest possible date to meet the assessment deadline of the Montgomery County Auditor's Office; therefore, this measure shall take effect and be in force from and after its passage.

Passed: August 17, 2021

Attested: \_\_\_\_\_

Kim Combs  
Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

Michelle L. Collins, Mayor  
Michelle L. Collins, Mayor

EXHIBIT A

CITY OF MIAMISBURG TAX ASSESSMENT  
FROM JANUARY 1, 2021 THROUGH JULY 31, 2021  
GRASS & WEEDS

PROJECT CODE NUMBER	PARCEL ID	CHARGE	AUDITOR CHARGE	TOTAL
31-500	K46 00719 0005	\$1,550.00	\$77.50	\$1,627.50
31-500	K46 00220 0028	\$750.00	\$37.50	\$787.50
31-500	K46 00221 0020	\$1,500.00	\$75.00	\$1,575.00
31-500	K46 00221 0021	\$1,500.00	\$75.00	\$1,575.00
31-500	K46 00338 0024	\$1,125.00	\$56.25	\$1,181.25
31-500	K46 00222 0068	\$1,125.00	\$56.25	\$1,181.25
31-500	K46 00339 0038	\$1,250.00	\$62.50	\$1,312.50
31-500	K46 00116 0005	\$1,125.00	\$56.25	\$1,181.25
31-500	K46 00114 0017	\$375.00	\$18.75	\$393.75
31-500	K46 00329 0061	\$1,125.00	\$56.25	\$1,181.25
31-500	K46 00216 0003	\$375.00	\$18.75	\$393.75
31-500	K46 00331 0048	\$1,250.00	\$62.50	\$1,312.50
31-500	K46 00904 0032	\$500.00	\$25.00	\$525.00
31-500	K46 00617 0015	\$1,500.00	\$75.00	\$1,575.00
31-500	K46 00110 0002	\$375.00	\$18.75	\$393.75
31-500	K46 00335 0002	\$375.00	\$18.75	\$393.75
31-500	K46 00111 0015	\$750.00	\$37.50	\$787.50
31-500	K46 00103 0035	\$2,500.00	\$125.00	\$2,625.00
31-500	K46 00112 0027	\$375.00	\$18.75	\$393.75
31-500	K46 00112 0112	\$375.00	\$18.75	\$393.75
31-500	K46 00112 0133	\$375.00	\$18.75	\$393.75
31-500	K46 00112 0117	\$1,625.00	\$81.25	\$1,706.25
31-500	K46 00408 0003	\$3,250.00	\$162.50	\$3,412.50
			<b>TOTAL:</b>	<b>\$26,302.50</b>

**EXHIBIT B**

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**CITY OF MIAMISBURG TAX ASSESSMENT DEMOLITION  
FROM JANUARY 1, 2021 THROUGH JULY 31, 2021  
NUISANCE ABATEMENT - DEMOLITION**

<b>PROJECT CODE NUMBER</b>	<b>PARCEL ID</b>	<b>CHARGE</b>	<b>AUDITOR CHARGE</b>	<b>TOTAL</b>
31-950	K46 00112 0002	\$5,750.00	\$287.50	\$6,037.50

ORDINANCE NO. 6928

AN ORDINANCE TO ESTABLISH A DESIGNATED OUTDOOR REFRESHMENT AREA (DORA) OVERSIGHT BOARD FOR THE CITY OF MIAMISBURG, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, City Council approved an application and established a Designated Outdoor Refreshment Area within the City of Miamisburg on May 4, 2021; and

WHEREAS, City Council desires to receive feedback in order to study and observe the effects of the DORA on the city and community and ensure that health, safety and welfare are maintained at all times; and

WHEREAS, a DORA Oversight Board shall be established to make recommendations regarding the DORA to City Council, who will remain the ultimate authority on DORA's continued operations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

City Council creates and establishes a DORA Oversight Board for the City of Miamisburg which shall consist of seven members: one from City Council, one from the Miamisburg Merchants Association, three City of Miamisburg residents, one Miamisburg Police Department Officer and one Miamisburg city staff member, all who shall be appointed by the City Council. Members of the Board shall serve without compensation. Board members shall establish by-laws which identify specific board goals and board member responsibilities which shall be submitted to City Council for approval.

Section 2.

Upon appointment to the DORA Oversight Board, members shall serve a two-year term. In the event that a vacancy shall occur during the term of any member, his/her successor shall be appointed by the City Council for the unexpired portion of the term.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare. Council authorization is needed at the earliest possible date to establish and appoint members to this Board; therefore, this measure shall take effect and be in force from and after its passage.

Passed: August 17, 2021

Attested: \_\_\_\_\_



Kim Combs, Clerk of Council

Approved: \_\_\_\_\_

  
Michelle L. Collins, Mayor