AMENDING CERTAIN SECTIONS OF PART FIVE, GENERAL OFFENSES CODE, OF THE CITY CODE OF HUBER HEIGHTS.

WHEREAS, the citizens of Huber Heights require City codified ordinances that are current, up to date, and reflect the current practices and processes of the City; and

WHEREAS, as part of the Ordinance Review Commission process, the Ordinance Review Commission has identified provisions within the General Offenses Code that require updating or other changes; and

WHEREAS, the City Council has determined that revisions in Chapters 505, 509, and 521 are necessary to enhance the effective and efficient delivery of municipal services.

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

Section 1. Part Five, General Offenses Code, Chapter 505 – Animals, Section 505.04 – Abandoning Animals is hereby amended to read as follows:

505.04 - Abandoning animals.

(a) No owner or keeper of a dog, cat or other domestic animal shall abandon such animal. (ORC 955.99(D) 959.01)

(b) Whoever violates this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.

(ORC 959.04 959.99(F))

Section 2. Part Five, General Offenses Code, Chapter 505 – Animals, Section 505.10 – Animal Bites, Reports, and Quarantine is hereby amended to read as follows:

505.10 - Duties after dog bites person.

(a) General

(1) No person shall remove a dog that has bitten any person from the county in which the bite occurred until a quarantine period as specified in division (b) of this section has been completed. No person shall transfer a dog that has bitten any person until a quarantine period as specified in division (b) of this section has been completed, except that a person may transfer the dog to the county dog warden or to any other animal control authority.

(2) No person shall kill a dog that has bitten any person until a quarantine period as specified in division (B) of this section has been completed. Notwithstanding the foregoing, this section does not apply to the killing of a dog in order to prevent further injury or death or if the dog is diseased or seriously injured.

(3) No person who has killed a dog that has bitten any person in order to prevent further injury or death or if the dog is diseased or seriously injured shall fail to do both of the following:

(A) Immediately after the killing of the dog, notify the board of health for the district in which the bite occurred of the facts relative to the bite and the killing;
(B) Hold the body of the dog until that board of health claims it to perform tests for rabies.

(b) The quarantine period for a dog that has bitten any person shall be ten days or another period that the board of health for the district in which the bite occurred determines is necessary to observe the dog for rabies.

(c) This section does not apply to a police dog that has bitten a person while the police dog is under the care of a licensed veterinarian or has bitten a person while the police dog is being used for law enforcement, corrections, prison or jail security, or investigative purposes. If, after biting a person, a police dog exhibits any abnormal behavior, the law enforcement agency and the law enforcement officer the police dog assists, within a reasonable time after the person is bitten, shall make the police dog available for the board of health for the district in which the bite occurred to perform tests for rabies.

(d) As used in this section, "police dog" has the same meaning as in Ohio R.C. 2921.321.

(ORC 955.261)

Section 3. Part Five, General Offenses Code, Chapter 505 – Animals, Section 505.14 – Dangerous Dogs is hereby amended to read as follows:

505.14 – Dangerous dogs.

(a) As used in this section:

(1) (A) "Dangerous dog" means a dog that, without provocation, and subject to division (a)(1)(B) of this section, has done any of the following: (i) Caused injury, other than killing or serious injury, to any person; (ii) Killed another dog; (iii) Been the subject of a third or subsequent violation of division (C) of Ohio R.C. 955.22.

(B) "Dangerous dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.

(2) "Menacing fashion" means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

(3) "Nuisance dog" means a dog that without provocation and while off the premises of its owner, keeper, or harborer has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person. "Nuisance dog" does not include a police dog that will being used to assist one or more law enforcement officers in the performance of official duties has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.

(4) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

(5) "Serious injury" means any of the following: (i) Any physical harm that carries a substantial risk of death; (ii) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity; (iii) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement; (iv) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.
(6) (A) "Vicious dog" means a dog that, without provocation and subject to division (a)(6):

(B) of this section, has killed or caused serious injury to any person. "Vicious dog" does not include either of the following: (i) A police dog that has killed or caused serious injury to any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties; (ii) A dog that has killed or caused serious injury to any person while a person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper, or harborer of the dog.

(7) "Without provocation" means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.

(b) No owner, keeper, or harborer of any female dog shall permit it to go beyond the premises of the owner, keeper, or harborer at any time the dog is in heat unless the dog is properly on leash.

(c) Except when a dog is lawfully engaged in hunting and accompanied by the owner, keeper, harborer, or handler of the dog, no owner, keeper, or harborer of any dog shall fail at any time to do either of the following:

(1) Keep the dog physically confined or restrained upon the premises of the owner, keeper, or harborer by a leash, tether, adequate fence, supervision, or secure enclosure to prevent escape;

(2) Keep the dog under the reasonable control of some person.

(d) Except when a dangerous dog is lawfully engaged in hunting or training for the purpose of hunting and is accompanied by the owner, keeper, harborer, or handler of the dog, no owner, keeper, or harborer of a dangerous dog shall fail to do either of the following:

(1) While that dog is on the premises of the owner, keeper, or harborer, securely confine it at all times in a locked pen that has a top, locked fenced yard, or other locked enclosure that has a top;

(2) While that dog is off the premises of the owner, keeper, or harborer, keep that dog on a chain-link leash or tether that is not more than six feet in length and additionally do at least one of the following:

(A) Keep that dog in a locked pen that has a top, locked fenced yard, or other locked enclosure that has a top;

(B) Have the leash or tether controlled by a person who is of suitable age and discretion or securely attach, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person;

(C) Muzzle that dog.

(e) No owner, keeper or harborer of a vicious dog shall fail to obtain liability insurance with an insurer authorized to write liability insurance in this State providing coverage in each occurrence, subject to a limit, exclusive of interest and costs, of not less than $100,000.00 because of damage or bodily injury to or death of a person caused by the vicious dog.
(f) Penalty

(1) Whoever commits a violation of section (b) or (c) that involves a dog that is not a nuisance dog, dangerous dog, or vicious dog shall be fined not less than twenty-five dollars or more than one hundred dollars on a first offense, and on each subsequent offense shall be fined not less than seventy-five dollars or more than two hundred fifty dollars and may be imprisoned for not more than thirty days.

(2) Whoever commits a violation of section (c) that involves a nuisance dog is guilty of a minor misdemeanor on the first offense and of a misdemeanor of the fourth degree on each subsequent offense involving the same dog.

(3) Whoever commits a violation of section (c) that involves a dangerous dog or a violation of section (d) is guilty of a misdemeanor of the fourth degree on a first offense and of a misdemeanor of the third degree on each subsequent offense.

(4) Whoever commits a violation of section (c) of section that involves a vicious dog is guilty a misdemeanor of the first degree if the dog causes injury other than killing or injury to a person.

(5) Whoever violates section (e) is guilty of a misdemeanor of the fourth degree.

Section 4. Part Five, General Offenses Code, Chapter 505 – Animals is hereby amended to add Section 505.111 – Outdoor Feeding Prohibited to read as follows:

505.111 – Outdoor feeding prohibited.

(a) For purposes of this section the following definitions shall apply:

(1) “Running at large” shall mean an animal off of its owner’s premises, without a leash, and without a person to control the animal.

(2) “Wild Animal” shall mean an animal not legally confined or held by private ownership legally acquired and shall include but not be limited to feral cats, squirrels, chipmunks, ground hogs, raccoons, skunks, opossums, muskrats, deer, foxes, and coyotes.

(b) No person shall knowingly or recklessly leave food or any other type of feed outdoors so to attract animals running at large or wild animals. The feeding of one’s own animal(s) or birds on their premises shall be the exception so long as the feed does not attract animals, other than birds, whether running at large or wild from public property, public ways or private property not owned by the feeding person. The feeding outdoors of one’s own animals shall take place during daylight hours only.

(c) It shall be prima facie evidence of a violation of this section if a person shall knowingly or recklessly:

(1) Leave food or any other type of feed outdoors after daylight hours; or

(2) Leave food or any other type of feed outdoors unattended not in the presence of the owner’s animal; or

(3) Allow animals running at large or wild animals to feed on one’s own property.

(d) Whoever violates this section is guilty of a minor misdemeanor on the first offense. Whoever violates any provision of this section on a second or subsequent offense within one (1) year shall be guilty of a misdemeanor of the fourth degree.
Section 5. Part Five, General Offenses Code, Chapter 509 – Disorderly Conduct
And Peace Disturbance, Section 509.10 – Motor Vehicle Noise Control is hereby
amended to read as follows:

509.10 - Motor vehicle noise control.

(a) Definitions. All terminology used in this chapter but not defined in this section, shall
have the same meanings as are set out in the applicable publications of the American
National Standards Institute (ANSI) or its successor body. In addition, as used in
this chapter, the terms listed below shall have the following meanings:

(1) "A-weighted sound level" means the sound pressure level in decibels as
measured on a sound level meter using the A-weighting network. The level so
read is designated dB (A) or dBA.
(2) "Decibel" (dB) means a unit of sound pressure measurement as defined in the
(3) "dB (A)" refers to a weighted scale for measuring decibels as defined in the
(4) "Light motor vehicle" means any automobile, van, motorcycle, motor-driven
cycle, motor scooter, dune buggy, snowmobile, all-terrain vehicle, go-cart,
minibike, trail bike or truck with a gross vehicular weight of less than 8,000
pounds.
(5) "Modified exhaust system" means an exhaust system in which the original
noise abatement devices have been physically altered, causing them to be less
effective in reducing noise, or in which the original noise abatement devices
have either been removed or replaced by noise abatement devices which are not
as effective in reducing noise as their original devices, or in which devices have
been added to the original noise abatement devices so that noise levels are
increased.
(6) "Noise level" refers to the A-weighted sound level produced by a motor
vehicle.
(7) "Person" means any individual, association, partnership or corporation and
includes any officer, employee, department, agency or instrumentality.
(8) "Sound level meter" means an instrument which includes a microphone,
amplifier, RMS detector, integrator or time averager, output meter and
weighting networks and which is used to measure sound pressure levels. Such
instrument shall be used for measurement of the intensity of sound an
calibrated in decibels as standardized by the American National Standards Institute Standard
American National Standards Institute Standard S1 4 – 1983, or the most recent
revision thereof. Readings shall be made on a dB (A) scale.
(9) "Traffic noise" means sound made by a motor vehicle operated either on a
public right-of-way or on private property.

(b) Light Motor Vehicle Noise.

(1) No person shall cause noise levels from the operation of a light motor vehicle
in excess of 80 dB (A) in any area of the City, at any time of the day, regardless
of the specified speed limit, where the speed limit is not more than 45 miles per
hour. Such noise level limits of 80 dB (A) shall be based on a distance of not
less than 15 feet from the noise source.
(2) Whoever violates this subsection is guilty of a minor misdemeanor for the first
offense, a fourth degree misdemeanor for any second offense occurring within
six months of a first offense, and a third degree misdemeanor for subsequent
offenses occurring within six months of a previous offense. No portion of the
fine may be suspended and no imprisonment shall be imposed.

(c) Modified Exhaust Systems; Revving; Tire Squealing.
(1) No person shall operate a motor vehicle which causes noise levels in excess of 80 dB (A) in any area of the City as a result of a defective or modified exhaust system which noise level limits shall be based on a distance of not less than 15 feet from the noise source. No person shall operate a motor vehicle which causes excessive noise levels as a result of unnecessary rapid acceleration, deceleration, revving or tire squealing.

(2) Whoever violates this subsection is guilty of a minor misdemeanor for the first offense, a fourth degree misdemeanor for any second offense occurring within six months of a first offense, and a third degree misdemeanor for subsequent offenses occurring within six months of a previous offense. No portion of the fine may be suspended and no imprisonment shall be imposed.

Section 6. Part Five, General Offenses Code, Chapter 521 – Health, Safety And Sanitation, Section 521.06 – Duty To Keep Sidewalks In Repair And Clean is hereby amended to read as follows:

521.06 - Duty to keep sidewalks in repair and clean: remedy by city for noncompliance.

(a) No owner or occupant of abutting lands shall fail to keep the sidewalks, curbs or gutters in repair and free from any nuisance.

(b) Whoever violates this section is guilty of a minor misdemeanor.

(c) Notice to Repair: Assessment Against Land. Upon a finding by the City Engineer or his designee, that an owner or occupant of abutting lands has failed to keep the sidewalks, curbs or gutters in repair and free from any nuisance, the City Engineer, or his designee, in the name of the City Council, shall cause a written notice to be served upon the owner, occupant or any other person or entity having charge of such land directing that repairs shall be made within sixty (60) days after the service of the notice. No owner, occupant or other person or entity having charge of the land shall fail to comply with such notice within those sixty days.

(d) Service of Notice.

(1) The written notice provided for in subsection (c) hereof shall be served upon the owner, occupant or other person or entity having charge of the abutting land either in person, or by being mailed to or left at the usual place of residence of any such person or the principal office of any such entity.

(2) If such owner, occupant or other person or entity having charge of such land is a nonresident of this City whose address is known, such notice shall be sent to his or its address by registered or certified mail.

(3) If no owner, occupant or other person or entity having charge of the land is present on such land at the time the City attempts to serve the written notice, or if the address of such owner is unknown, or if notice by registered or certified mail is not delivered and accepted, the City shall have the option to make such service by publishing the written notice once in a newspaper of general circulation in the City.

(4) The City Engineer or his designee may make such personal or residential service and return of the written notice provided for in subsection (d) hereof.

(e) Noncompliance: Remedy of City. If the owner, occupant or other person or entity fails to comply with such notice and timely make the repairs, the City shall cause such repairs to be properly completed at the expense of the owner of that abutting land. All expenses incurred, together with an administrative fee of $250.00, shall be assessed against the land.

(f) Collection of Costs.

(1) Written notice of such an assessment under subsection (e) hereof shall be given to the owner of the land in the same manner as is provided above for service of the written notice under subsection (d) hereof. The amount of the assessment shall be paid and delivered to the City within thirty (30) days after notice of the assessment was so served.
Section 7. Part Five, General Offenses Code, Chapter 521 – Health, Safety And Sanitation, Section 521.081(h) – Littering And Deposit Of Garbage And Trash; Remedy By City For Noncompliance is hereby amended to read as follows:

521.081 - Littering and deposit of garbage and trash; remedy by city for noncompliance.

(h) Whoever violates this section shall, in addition to the above, be guilty of a minor misdemeanor. Any person convicted of a second or additional offense of this section within two years of the first offense shall be guilty of a misdemeanor of the fourth degree.

Section 8. Part Five, General Offenses Code, Chapter 521 – Health, Safety And Sanitation, Section 521.082(c) – Residential Solid Waste Collection and Disposal is hereby amended to read as follows:

521.082 - Residential solid waste collection and disposal.

(c) No person, other than the Authorized Collection Agent, shall collect or receive, for hire, and thereafter convey or transport on the streets and alleys or public thoroughfares of the City of Huber Heights, Waste Material from any Residential Dwelling. Each such activity in violation hereof from one or more locations shall constitute a separate and distinct offense. The foregoing shall in no way limit the City from using its own forces, or other authorized agents to remove Waster Material at Residential Dwellings from time to time.

Section 9. Part Five, General Offenses Code, Chapter 521 – Health, Safety And Sanitation, Section 521.10(e) – Duty To Cut Weeds And Grass; Remedy By City For Noncompliance is hereby amended to read as follows:

521.10 - Duty to cut weeds and grass; remedy by city for noncompliance.

(e) Upon notice presented to the Director of Public Service or his/her designee, that weeds and grass are growing on land in the City in violation of this section, the Director or his/her designee, in the name of Council, shall in addition to the publication set forth in subsection (d) hereof, cause a placard to be conspicuously placed on the property. Said placard shall be of a size, shape and color to be clearly visible and shall contain, at a minimum, the following information:

Section 10. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 11. This Ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.

Passed by Council on the 8th day of November, 2021; 7 Yeas; 0 Nays.

Effective Date: December 9, 2021
AUTHENTICATION:

__________________________  ____________________________
Clerk of Council               Mayor

11-9-21                         11-30-21

Date                            Date
AMENDING CERTAIN SECTIONS OF PART FIFTEEN, FIRE PREVENTION CODE, OF THE CITY CODE OF HUBER HEIGHTS.

WHEREAS, the citizens of Huber Heights require City codified ordinances that are current, up to date, and reflect the current practices and processes of the City; and

WHEREAS, as part of the Ordinance Review Commission process, the Ordinance Review Commission has identified provisions within the Fire Prevention Code that require updating or other changes; and

WHEREAS, the City Council has determined that revisions in Chapter 1517 are necessary to enhance the effective and efficient delivery of municipal services.

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

Section 1. Part Fifteen, Fire Prevention Code, Chapter 1517 – Dangerous And Hazardous Conditions, Section 1517.09 – Right Of Appeal is hereby amended to read as follows:

1517.09 - Right of appeal.

(a) Any person aggrieved by a decision or interpretation by the Fire Official made under the provisions of the Ohio Fire Code may appeal the decision as set forth in Section 108 of the Ohio Fire Code. Any person aggrieved by a decision or interpretation of the Fire Official made under the Huber Heights Fire Code, may appeal the decision to the Appeals Board as established under subsection (b) hereof.

(b) The Appeals Board shall consist of the City of Huber Heights Fire Chief, City Engineer, and a member at large from the building community appointed by City Council.

(c) The application for appeal shall be submitted in writing within ten days of the date of notice or order of the Fire Official. Such application shall be completed in form and accordance with the fee and procedure established in subsection (d) hereof.

(d) If the owner person aggrieved by a decision or interpretation files for an appeal, a hearing before the Appeals Board will be scheduled and a notice of such hearing duly advertised in the local newspaper. A non-refundable filing fee of $100.00 shall be charged to the applicant for each appeal.

(e) The provisions of this section shall not be effective in cases where a court citation has been issued by the Fire Official responsible for the enforcement of the Huber Heights Fire Code.

Section 2. Part Fifteen, Fire Prevention Code, Chapter 1517 – Dangerous And Hazardous Conditions, Section 1517.06 – Notice Of Violation is hereby amended to read as follows:

1517.06 – Notice of violation.

Whenever the Fire Official observes an apparent or actual violation of a provision of the Ohio Fire Code or other ordinance under his jurisdiction, he shall have the authority to prepare a written notice of violation describing the condition deemed unsafe and specifying time limits for the required repairs or improvements to be made to render the building, structure or premises safe and secure. The written notice of violation of the Ohio Fire Code shall be served on the owner, his or the owner’s duly authorized agent, or and on the occupant or other person responsible for the conditions under violation. Such notice of violation shall be served either by delivering a copy of same to such person or
persons by ordinary mail to his last known post office address, delivered in person, or by delivering it to and leaving it in the possession of any person in charge of the premises, or in the case such person is not found on the premises, by affixing a copy thereof, in a conspicuous place at the entrance door or avenue of access, and such procedure shall be deemed the equivalent of personal notice.

Section 3. Part Fifteen, Fire Prevention Code, Chapter 1517 – Dangerous And Hazardous Conditions, Section 1517.08 – Stop Work And Remedial Orders is hereby amended to read as follows:

1517.08 – Stop work and remedial orders.

(a) Stop Work Order. On notice from the Fire Official that work on any building or structure is being prosecuted contrary to the provisions of the Ohio Fire Code and/or the Residential Code of Ohio or the Ohio Building Code (OBC), or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's duly authorized agent, or to the person doing the work, and to the occupant or other person responsible for the conditions under violation, and shall state the conditions under which work may be resumed.

(b) Unlawful Continuance. No person shall continue any work in or about the structure after having been served with a stop work order, except such work as he is directed to perform to remove a violation or unsafe conditions.

(c) Posting of Orders. Each order issued by the Fire Official, or a copy or copies thereof, shall be prominently posted by the responsible person at or near the main entrance or lobby to the premises where the violation or violations are located.

(d) Unlawful Removal. The owner, his duly authorized agent, the occupant, or other person responsible for the conditions under violation shall be responsible for maintaining the order in its posted location until the order has been cleared by the Fire Official.

(e) Compliance With Orders. No person shall willfully fail or refuse to comply with any lawful order or direction of the Fire Official or interfere with the compliance attempts of another individual.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

Passed by Council on the 8th day of November, 2021;

7 Yeas; 0 Nays.

Effective Date: December 9, 2021

AUTHENTICATION:

Clerk of Council

Mayor

Date

Date

WHEREAS, supplemental appropriations for expenses of the City of Huber Heights must be made for appropriations of funds for various 2021 operating and project funding.

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

Section 1. Ordinance No. 2020-O-2453 is hereby amended as shown in Exhibit A of this Ordinance.

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

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

Passed by Council on the 8th day of November, 2021;
7 Yea; 0 Nays.

Effective Date: November 8, 2021

AUTHENTICATION:

Clerk of Council 11-9-21

Mayor 11-10-21

Date
EXHIBIT A


1) Section 6 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 210 Fire Fund, as follows:
   a. Subsection a) Fire, Operations and Capital of $15,000.00.

2) Section 42 of Ordinance No. 2020-O-2453 is hereby amended to reflect an increase in the appropriations of the 552 Sewer Acquisition/Capital Fund, Operations and Capital of $70,000.00.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
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<tr>
<td>Fire Fund</td>
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<tr>
<td>Sewer Acquisition/Capital</td>
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CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7051

AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH
THE HUBER HEIGHTS SOFTBALL BASEBALL ASSOCIATION FOR THE USE OF SPORTS
FIELDS AT THOMAS CLOUD PARK AND MONITA FIELD PARK.

WHEREAS, the Huber Heights Softball Baseball Association has leased fields at Thomas Cloud
Park for many years and has provided maintenance to said fields; and

WHEREAS, the Huber Heights Softball Baseball Association is interested in a long-term lease
for the use of sports fields in City parks; and

WHEREAS, both the City and the Huber Heights Softball Baseball Association believe that the
City would continue to benefit from having the Huber Heights Softball Baseball Association
located at Thomas Cloud Park and Monita Field Park.

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

Section 1. The City Manager is hereby authorized to enter into a lease agreement attached
hereto substantially as to form as Exhibit A with the Huber Heights Softball Baseball
Association for the lease of fields at Thomas Cloud Park and Monita Field Park.

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

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

Passed by Council on the 8th day of November, 2021;
7 Yea; 0 Nays.

Effective Date: November 8, 2021

AUTHENTICATION:

Clerk of Council

Date

Mayor

Date
EXHIBIT A
Field Lease Agreement (Thomas Cloud Park)

This lease agreement is made and entered into this _____ day of November by and between the City of Huber Heights and Huber Heights Softball Baseball Association concerning the maintenance, operation, and lease of Thomas Cloud Park Baseball/Softball Fields #2, 3, 4, 5, 6, 7, 8, 9, 10.

WHEREAS the City owns certain real property in Montgomery County, Ohio locally known as Thomas Cloud Park and located at: (4707 Brandt Pk, Huber Heights, Ohio) upon which the city has baseball/softball fields and related improvements (“Premises”);

WHEREAS Huber Heights Softball Baseball Association desires to lease the Premises from the City and agree to operate and maintain the same;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Lease and Term.** The City agrees to lease the Premises to Huber Heights Softball Baseball Association, as joint and several tenants, for a 5-year period from January 1, 2022 to December 31, 2026. This agreement will renew annually thereafter, unless terminated pursuant to this agreement.

2. **Cost.** Huber Heights Softball Baseball Association agrees to pay the City the sum of $200 per field requested for each season of this contract, which amount shall be payable on May 1st for spring season and July 1st for fall season (if available) of each year. Payments not received by due date stated above are subject to lockout of facilities until fees are paid.

3. **Co-principals.** Huber Heights Softball Baseball Association agree to serve as co-principals for this contract, and will be joint and severally liable for the same. As co-principals, Huber Heights Softball Baseball Association will be responsible for the preparation and on-going maintenance of the baseball/softball diamonds and fields at Tom Cloud Park.

4. **Use.** The Tenants shall have the right to use and operate the Premises for any baseball/softball or non-baseball/softball event that they sponsor, provided that they operate the Premises in a sound and professional manner. Tenants may not use the Premises or permit any other person or entity to use the Premises, for any improper, immoral, or unlawful purpose, for a use or purpose inconsistent with applicable zoning, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to the Premises. The Premises shall be a public facility, and the seating, parking, concession stands, restroom facilities and other specified areas thereof shall be open to the public, subject to reasonable restrictions. Park users must adhere to all applicable City of Huber Heights Codified Ordinances, State and Federal laws. (see last page of application)

5. **Contact.** Annually, a member of the City, Huber Heights Softball Baseball Association staff will be identified as the point of contact for facility issues.
6. **Maintenance.** Huber Heights Softball Baseball Association shall be responsible for all maintenance and preparation of the baseball/softball diamonds and associated facilities including: dugouts, backstop, bleachers, concession stand, and all storage facilities during their respective seasons, except for capital maintenance and improvements which is the responsibility of the City. Each entity will be responsible for all expenses during their seasons including field marking material, paint for outfield lines, repair clay for mound and plate areas and any other miscellaneous items used for everyday care of the fields. Members of the Huber Heights Softball Baseball Association staff will each identify an individual who will be responsible for the day-to-day and long-term maintenance of the field playing surface and surrounding facility at Thomas Cloud Park during each respective season. That individual will be responsible for the supervision of staff to perform and necessary work. If the Tenants fail to maintain the Premises as herein requires, the City shall have the right to do so, at the Tenants expense, and Tenants agree to reimburse the City for the costs to do so.

7. **Admissions and Concessions.** Except as otherwise set forth herein, Tenants shall be allowed to sell concessions on the Premises during their respective seasons, and to retain all revenues therefrom. Tenants shall supply, at their own expense, all equipment, fixtures, supplies, and staff or other persons required or necessary to sell concessions on the Premises. Tenants are also required to have a staff member with a Level 1 Food Safety Certification on file with the City.

8. **Insurance.** Huber Heights Softball Baseball Association agree to carry all necessary and appropriate property and liability insurance for the Premises, at their sole expense. Certificates of insurance will be exchanged as necessary.

9. **Scheduling.** The scheduling of Thomas Cloud Fields will be done by the Boards and Committees of Huber Heights Softball Baseball Association. A copy of the schedule will be provided to the City. Schedule requests will be reviewed and approved by the Parks Manager.

10. **Programs.** The Baseball/Softball programs and associated booster programs will continue to operate as they have in the past with independent schedules, budgets, and goals.

11. **Advertisement.** Temporary (banners) outfield and sideline fence advertising may be instituted with the City’s permission. Any advertising revenues generated by advertising will be used for the sole purpose of the maintenance and continued renovation of Thomas Cloud Park Baseball/Softball Fields.

12. **Restoration.** A plan for any additional restoration and upgrading of Tom Cloud Park Fields will be submitted to the City for approval prior to any work being done.

13. **Termination and Amendment.** This agreement may be terminated at any time upon mutual agreement of all parties, or annually upon notice by one party prior to December 1st. It may be amended at any time during this period by mutual consent of the parties involved. Review of this contract and its contents shall be conducted at the request of any one party.
14. **Assignment.** Tenants shall not have the right to assign this lease or let or sublet the whole or part of the Premises without the written consent of the City.

15. **Indemnification.** Tenants agree to and shall indemnify, defend and hold the City, City’s successors and assigns, and the officers, employees, agents and contractors of the City, harmless from and against any and all claims, actions, administrative proceedings, judgements, damages, punitive damages, penalties, fines and costs that arise directly or indirectly from or in connection with Tenants’ use of the Premises, breach of the Lease, and/or any violation of governmental or insurance requirements of Tenants, provided that such indemnity shall not extend to matters that arise out of the gross negligence or willful acts of the City.

16. **Force Majeure.** Each party’s obligations to perform under this Lease shall be excused to the extent that such performance is prevented, delayed, or rendered impracticable by events beyond that party’s reasonable control, provided such party shall have exercised all reasonable efforts to avoid such events. Force Majeure shall not include financial inability to perform.

17. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and Huber Heights Softball Baseball Association have executed this Lease Agreement on the day and year first written above.

CITY OF HUBER HEIGHTS, OHIO

By: _________________________
Interim City Manager

____________________________
By:_________________________
Its:_________________________
943.07 - Vehicles and traffic.

(a) Permitted Areas. No person shall operate a motor vehicle in a park except on and within roads provided for such vehicles, and no person shall drive a motor vehicle in violation of the posted signs or other traffic control devices.

(b) Reckless Operation. No person shall operate a motor vehicle in a park in such a manner as to endanger the operator or any other person or any property.

(c) Speed. No person shall operate a motor vehicle in a park in excess of the posted speed limit.

(d) Parking. No person shall park or leave a motor vehicle in a park except in places designated by the City for such purposes.

(e) After Hours Parking. No person shall park or leave a motor vehicle in an area of a park at a time when such area is not open to the public.

(f) Impounding Vehicles. Upon finding a motor vehicle in violation of the Park Rules and Regulations, a police officer may remove such vehicle or cause the same to be removed to a location in or outside the park, where the same may be kept until the owner or his authorized representative obtains an order from the City releasing such vehicle to the owner thereof or his authorized representative.

(g) Trucks and Maintenance Vehicles. No person shall drive a truck, tractor, or other vehicle which is used for the transportation of goods or materials or for maintenance purposes over any park road or any park without the permission of the Parks and Recreation Division Manager and/or the Streets Superintendent.

(Ord. 2011-O-1882, Passed 5-9-11)

943.99 - Penalty.

(a) Ejection from the Park. Police officers or other designated personnel are authorized to order any person found in violation of any of the provisions outlined herein to immediately leave the park.

(b) Prosecution. Persons violating these rules and regulations may also be subject to prosecution to the extent that the violation constitutes a violation of any provisions of the General Offenses of the City (see Part 5 of the Codified Ordinances) or any Federal laws.

(c) Misdemeanor. Whoever violates the City Parks and Recreation Rules and Regulations set forth in this Chapter 943 or in the Parks Facilities Use Procedures adopted by the City of Huber Heights shall be guilty of a Third Degree Misdemeanor.

(Ord. 2011-O-1882, Passed 5-9-11)

Tenant Signature: ____________________________ Date: ____________________________
Field Lease Agreement (Monita Field Park)

This lease agreement is made and entered into this day of November by and between the City of Huber Heights and Huber Heights Softball Baseball Association concerning the maintenance, operation, and lease of Monita Field Park Baseball/Softball Fields #1 & 2.

WHEREAS the City owns certain real property in Montgomery County, Ohio locally known as Monita Field Park and located at: (5045 Fishburg Road, Huber Heights, Ohio) upon which the city has baseball/softball fields and related improvements ("Premises");

WHEREAS Huber Heights Softball Baseball Association desire to lease the Premises from the City and agree to operate and maintain the same;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Lease and Term.** The City agrees to lease the Premises to Huber Heights Softball Baseball Association, as joint and several tenants, for a 5-year period from January 1, 2022 to December 31, 2026. This agreement will renew annually thereafter, unless terminated pursuant to this agreement.

2. **Cost.** Huber Heights Softball Baseball Association agree to pay the City the sum of $200 per field per season requested for each year of this contract, which amount shall be payable on May 1st for spring season and July 1st for fall season of each year. Payments not received by due date stated above are subject to lockout of facilities until fees are paid.

3. **Co-principals.** Huber Heights Softball Baseball Association agree to serve as co-principals for this contract, and will be joint and severally liable for the same. As co-principals, Huber Heights Softball Baseball Association will be responsible for the preparation and on-going maintenance of the baseball/softball diamonds and fields at Monita Field.

4. **Use.** The Tenants shall have the right to use and operate the Premises for any baseball/softball or non-baseball/softball event that they sponsor, provided that they operate the Premises in a sound and professional manner. Tenants may not use the Premises or permit any other person or entity to use the Premises, for any improper, immoral, or unlawful purpose, for a use or purpose inconsistent with applicable zoning, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to the Premises. The Premises shall be a public facility, and the seating, parking, concession stands, restroom facilities and other specified areas thereof shall be open to the public, subject to reasonable restrictions. Park users must adhere to all applicable City of Huber Heights Codified Ordinances, State and Federal laws. (see last page of application)

5. **Contact.** Annually, a member of the City, Huber Heights Softball Baseball Association staff will be identified as the point of contact for facility issues.
6. **Maintenance.** Huber Heights Softball Baseball Association shall be responsible for all maintenance and preparation of the baseball/softball diamonds and associated facilities including: dugouts, backstop, bleachers, concession stand, and all storage facilities during their respective seasons, except for capital maintenance and improvements which is the responsibility of the City. Each entity will be responsible for all expenses during their seasons including field marking material, paint for outfield lines, repair clay for mound and plate areas and any other miscellaneous items used for everyday care of the fields. Members of the Huber Heights Softball Baseball Association staff will each identify an individual who will be responsible for the day-to-day and long-term maintenance of the field playing surface and surrounding facility at Monita Field during each respective season. That individual will be responsible for the supervision of staff to perform and necessary work. If the Tenants fail to maintain the Premises as herein requires, the City shall have the right to do so, at the Tenants expense, and Tenants agree to reimburse the City for the costs to do so.

7. **Admissions and Concessions.** Except as otherwise set forth herein, Tenants shall be allowed to sell concessions on the Premises during their respective seasons, and to retain all revenues therefrom. Tenants shall supply, at their own expense, all equipment, fixtures, supplies, and staff or other persons required or necessary to sell concessions on the Premises. Tenants are also required to have a staff member with a Level 1 Food Safety Certification on file with the City.

8. **Insurance.** Huber Heights Softball Baseball Association agrees to carry all necessary and appropriate property and liability insurance for the Premises, at their sole expense. Certificates of insurance will be exchanged as necessary.

9. **Scheduling.** The scheduling of Monita Fields will be done by the Boards and Committees of the Huber Heights Softball Baseball Association. A copy of the schedule will be provided to the City. Schedule requests will be reviewed and approved by the Parks Manager.

10. **Programs.** The Baseball/Softball programs and associated booster programs will continue to operate as they have in the past with independent schedules, budgets, and goals.

11. **Advertisement.** Temporary (banners) outfield and sideline fence advertising may be instituted with the City’s permission. Any advertising revenues generated by advertising will be used for the sole purpose of the maintenance and continued renovation of Monita Field Baseball/Softball Fields.

12. **Restoration.** A plan for any additional restoration and upgrading of Monita Field will be submitted to the City for approval prior to any work being done.

13. **Termination and Amendment.** This agreement may be terminated at any time upon mutual agreement of all parties, or annually upon notice by one party prior to December 1st. It may be amended at any time during this period by mutual consent of the parties involved. Review of this contract and its contents shall be conducted at the request of any one party.
14. **Assignment.** Tenants shall not have the right to assign this lease or let or sublet the whole or part of the Premises without the written consent of the City.

15. **Indemnification.** Tenants agree to and shall indemnify, defend and hold the City, City’s successors and assigns, and the officers, employees, agents and contractors of the City, harmless from and against any and all claims, actions, administrative proceedings, judgements, damages, punitive damages, penalties, fines and costs that arise directly or indirectly from or in connection with Tenants’ use of the Premises, breach of the Lease, and/or any violation of governmental or insurance requirements of Tenants, provided that such indemnity shall not extend to matters that arise out of the gross negligence or willful acts of the City.

16. **Force Majeure.** Each party’s obligations to perform under this Lease shall be excused to the extent that such performance is prevented, delayed, or rendered impracticable by events beyond that party’s reasonable control, provided such party shall have exercised all reasonable efforts to avoid such events. Force Majeure shall not include financial inability to perform.

17. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the City and Huber Heights Softball Baseball Association have executed this Lease Agreement on the day and year first written above.

CITY OF HUBER HEIGHTS, OHIO

By: _________________________
Interim City Manager

By: _________________________
Its: _________________________
943.07 - Vehicles and traffic.

(a) **Permitted Areas.** No person shall operate a motor vehicle in a park except on and within roads provided for such vehicles, and no person shall drive a motor vehicle in violation of the posted signs or other traffic control devices.

(b) **Reckless Operation.** No person shall operate a motor vehicle in a park in such a manner as to endanger the operator or any other person or any property.

(c) **Speed.** No person shall operate a motor vehicle in a park in excess of the posted speed limit.

(d) **Parking.** No person shall park or leave a motor vehicle in a park except in places designated by the City for such purposes.

(e) **After Hours Parking.** No person shall park or leave a motor vehicle in an area of a park at a time when such area is not open to the public.

(f) **Impounding Vehicles.** Upon finding a motor vehicle in violation of the Park Rules and Regulations, a police officer may remove such vehicle or cause the same to be removed to a location in or outside the park, where the same may be kept until the owner or his authorized representative obtains an order from the City releasing such vehicle to the owner thereof or his authorized representative.

(g) **Trucks and Maintenance Vehicles.** No person shall drive a truck, tractor, or other vehicle which is used for the transportation of goods or materials or for maintenance purposes over any park road or any park without the permission of the Parks and Recreation Division Manager and/or the Streets Superintendent.

(Ord. 2011-O-1882, Passed 5-9-11)

943.99 - Penalty.

(a) **Ejection from the Park.** Police officers or other designated personnel are authorized to order any person found in violation of any of the provisions outlined herein to immediately leave the park.

(b) **Prosecution.** Persons violating these rules and regulations may also be subject to prosecution to the extent that the violation constitutes a violation of any provisions of the General Offenses of the City (see Part 5 of the Codified Ordinances) or any Federal laws.

(c) **Misdemeanor.** Whoever violates the City Parks and Recreation Rules and Regulations set forth in this Chapter 943 or in the Parks Facilities Use Procedures adopted by the City of Huber Heights shall be guilty of a Third Degree Misdemeanor.

(Ord. 2011-O-1882, Passed 5-9-11)

Tenant Signature:_________________________________________ Date:____________________________
CITY OF HUBER HEIGHTS  
STATE OF OHIO  

RESOLUTION NO. 2021-R-7052  

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE MIAMI COUNTY PUBLIC DEFENDER COMMISSION TO PROVIDE STATUTORILY REQUIRED LEGAL COUNSEL TO INDIGENT PERSONS FOR FISCAL YEAR 2022.

WHEREAS, the City of Huber Heights has responsibilities under the laws of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offense in the Municipal Court; and

WHEREAS, in furtherance of the execution of such legal responsibilities, the City desires to utilize the Miami County Public Defender Commission to provide legal counsel to the City's indigent citizens charged under the City Code and prosecuted in Miami County courts.

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

Section 1. The City Manager is hereby authorized to enter into a contract for Miami County Public Defender Services for 2022 attached hereto as Exhibit A which shall be approved by the Law Director.

Section 2. The City Finance Director is authorized to pay the Miami County Public Defender Commission the compensation set forth in the contract at the time of signing the contract.

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

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

Passed by Council on the 8th day of November, 2021;  
7_Yeas; 0_Nays.

Effective Date: November 8, 2021

AUTHENTICATION:

Clerk of Council  

Mayor  

Date  

Date
EXHIBIT A

CONTRACT FOR COUNTY PUBLIC DEFENDER SERVICES TO MUNICIPAL CORPORATIONS

AGREEMENT

THIS AGREEMENT entered into between the Miami County Public Defender Commission hereinafter called the “Commission” and the City of Huber Heights, Ohio, hereinafter called the “City”.

WHEREAS, the City recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offense in its Municipal Court, and

WHEREAS, the city in furtherance of the execution of its legal responsibilities, desires that the legal services of the Commission be delivered to the City’s indigent citizens and others so situated:

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. Scope of Work.

The Commission shall in a satisfactory and proper manner under the terms and conditions contained herein, perform the following services:

Provide legal counsel to indigent persons charged with loss of liberty offenses under, by or through, the Codified Ordinances of the City of Huber Heights, Ohio. The within representation shall include such cases filed in the Miami County Municipal Court, and/or Miami County Common Pleas Court, and Miami County Juvenile Court.

2. Compensation.

The City shall pay to the Commission a sum not to exceed Eight Hundred Twenty Six Dollars and Eighty Eight Cents ($826.88) which shall constitute full and complete payment for all the Commission’s services during the term of this contract. Said sum shall be paid upon the signing of this contract.

3. Term of Service.

The duration of this contract shall be for one (1) year commencing January 1, 2022, and shall terminate on December 31, 2022.
4. **Non-Assignment.**

The Commission shall not assign all or any part of this Agreement without the prior written consent of the city, which consent shall not be unreasonably withheld.

5. **Termination.**

If the Commission shall fail to fulfill in a reasonable timely and proper manner its obligations under this Agreement, or if the Commission shall substantially violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Commission of such termination and specifying an effective date thereof at least sixty (60) days before the effective date of said termination. Termination by the City shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this Agreement by the Commission.

6. **Amendments.**

All Amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. **Anti-Discrimination.**

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply to but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, raises of pay or other forms of compensation, and selection for training including apprenticeship. The Commission shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. **Conflicts.**

Commission covenants that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident Commissioner shall share in any part hereof or any benefits to arise herefrom.

9. **Indigency Determination.**

In determining the indigent status of all individuals receiving representation pursuant to this agreement, all applicable standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the Ohio Public Defender will be followed.
In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.


Payment by the municipality, whether by contractual amount or a fee schedule, does not exceed the fee schedule in effect and adopted by the county commissioners of the said herein county wherein the municipal corporation is located.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day of __________________, 20__.

APPROVED AS TO FORM:

MIAMI COUNTY PUBLIC DEFENDER ASSOCIATION  CITY OF HUBER HEIGHTS, OHIO

BY ___________________________  BY ___________________________

JACK A. HOEKSTRA  CITY OF HUBER HEIGHTS, OHIO
COMMISSION CHAIRMAN
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MONTGOMERY COUNTY SHERIFF’S OFFICE (“SHERIFF”) FOR FAIR SHARE SERVER REPLACEMENT COSTS WITH THE MONTGOMERY COUNTY REGIONAL DISPATCH CENTER (“RDC”) IN AN AMOUNT NOT TO EXCEED $11,500 PER YEAR WITH AN ANNUAL INCREASE OF 3% THROUGH DECEMBER 31, 2026.

WHEREAS, the Huber Heights City Council previously authorized a negotiated agreement with Motorola Solutions to provide a software system for public safety computer aided dispatching and law enforcement report management; and

WHEREAS, the City of Huber Heights is desirous of partnering with the Montgomery County Sheriff’s Office and the Montgomery County Regional Dispatch Center for the use of public safety application servers surrounding the Computer Aided Dispatch (CAD) and Records Management Systems (RMS).

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

Section 1. The City Manager is hereby authorized to enter into an agreement with the Montgomery County Sheriff’s Office attached hereto as Exhibit A for fair share replacement costs with the Montgomery County Regional Dispatch Center at a cost not to exceed $11,500 per year with an annual increase of 3% through December 31, 2026.

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

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

Passed by Council on the 8th day of November, 2021; 7  Yeas; 0  Nays.

Effective Date: November 8, 2021

AUTHENTICATION:

[Signature]

Clerk of Council

[Signature]

Mayor

Date

Date
AGREEMENT

The parties, the Montgomery County Sheriff’s Office ("Sheriff"); 345 W Second St, Dayton, Ohio 45422 and the City of Huber Heights ("City") 6131 Taylorsville Rd, Huber Heights, Ohio 45424 do hereby agree to the following:

TERM

This Agreement will commence upon the signatures of all parties and continue until December 31, 2026, unless terminated by one of the parties as provided for below.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SCOPE OF SERVICE

The Sheriff will allow the City to store CAD and RMS records on the server maintained by the Sheriff during the pendency of this Agreement. Should this Agreement expire, or otherwise be terminated, the Sheriff will allow the City a reasonable time to find another location to store their records before removing their CAD and RMS records so stored on the server.

CUSTODIAN OF RECORDS

It is expressly understood by the parties that the Sheriff will not, by virtue of the records being stored on a server maintained by the Sheriff, become the custodian or any other responsible person for the City’s records. The Sheriff’s sole responsibility for the City’s records is to allow the City to store the records on the server. The City will be solely responsible for any and all legal requirements to keep and maintain its records, as well as being solely responsible for complying with any and all legal requirements to provide their records under Ohio Public Records Laws.

PAYMENT
In exchange for the services referenced above, the City shall pay the Sheriff the following server replacement charges by June 30 of each year:

2022- $11,500.00
2023- $11,845.00
2024- $12,200.35
2025- $12,566.36
2026- $12,943.35

RESPONSIBILITY

Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts negligent omissions by or through itself or its agents, employees and contracted servant and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of the contract of the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

TERMINATION

Either party may terminate this agreement for any reason by sending written notice to the other party not less than sixty (60) days prior to the date of the proposed termination. In the event that this Agreement is terminated, the City of Huber Heights shall only be responsible for paying the County a pro rata share of the server replacement costs for the time period that the City used the servers during the year that the Agreement was terminated. The County shall not be entitled to any payments for equipment usage for the time period after the Agreement is terminated.
Signature Page – Agreement with the City of Huber Heights for the fair share cost of server replacement at the Regional Dispatch Center

IN WITNESS WHEROF, the parties have hereunto set their hands this _____ day of _____, 20__.

Signed and acknowledged in the presence of:

________________________________________
Witness

________________________________________
Witness

________________________________________
Witness

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

By: ______________________________________
   Judy Dodge, Commissioner

By: ______________________________________
   Carolyn Rice, Commissioner

By: ______________________________________
   Debbie A. Lieberman, Commissioner
   OR

By: ______________________________________
   Michael Colbert, County Administrator
(City of Huber Heights)

By: (Sign) __________________________

By: XXX XXXX__________________________

Title: City Manager__________________

Date: ________________________________
CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7054

TO INCREASE THE NOT TO EXCEED CONTRACT AMOUNT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT MODIFICATION WITH SUEZ WATER ENVIRONMENTAL SERVICES, INC. FOR FISCAL YEAR 2022.

WHEREAS, Suez Water Environmental Services, Inc. has operated the City’s water and wastewater systems since September 29, 1995; and

WHEREAS, the City Charter requires that City Council approve all work performed by a single contractor in excess of $25,000.00 in any given year; and

WHEREAS, the City has determined to increase the not to exceed amount of the contract to allow the company to perform additional work for the City due to emergency measures and additional services as needed, without delay; and

WHEREAS, City Council agrees that it is prudent and cost effective to increase the Suez Water Environmental Services, Inc. contract to allow the company to perform additional work for the City due to emergency measures and additional services as needed, without delay.

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

Section 1. The City Manager is hereby authorized to enter into a contract modification to increase the not to exceed cost of the Suez Water Environmental Services, Inc. contract by $415,000.00 to cover all additional expenses throughout Fiscal Year 2022 as needed.

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

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

Passed by Council on the 8th day of November, 2021;

7 Yeas; 0 Nays.

Effective Date: November 8, 2021

AUTHENTICATION:

Clerk of Council

Mayor

Date 11-9-21

Date 11-10-21
CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7055

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS FOR
PREPARATION OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE DESIGN
OF THE EAST WATER MAIN AND THE SANITARY SEWER EXTENSION PROJECTS.

WHEREAS, the City has received a federal grant as part of the American Rescue Plan Act
(ARPA) Fund; and

WHEREAS, it is necessary to obtain outside engineering services to design the East Water Main
and the Sanitary Sewer Extension Projects; and

WHEREAS, it is necessary to complete engineering plans and specifications for the design of
these two projects; and

WHEREAS, Choice One Engineering has been determined to be the most qualified firm for the
design of the East Water Main Extension Project; and

WHEREAS, Lockwood, Jones, and Beals (LJB) has been determined to be the most qualified
firm for the design of the East Sanitary Sewer Extension Project.

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

Section 1. The City Manager is hereby authorized to negotiate and enter into a contract for
engineering plans and specifications for the design of the East Water Main Extension Project
with Choice One Engineering at a cost not to exceed $120,000.00.

Section 2. The City Manager is hereby authorized to negotiate and enter into a contract for
engineering plans and specifications for the design of the East Sanitary Sewer Extension Project
with Lockwood Jones and Beals (LJB) at a cost not to exceed $400,000.00.

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

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

Passed by Council on the 8th day of November, 2021;
7  Yeas; 0  Nays.

Effective Date: November 8, 2021

Clerk of Council

Date 11-9-21

Mayor

Date 11-10-21
CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7056

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR THE PROVISION OF JANITORIAL SERVICES FOR THE CITY HALL, POLICE BUILDING, SENIOR CENTER, AND THE MONTGOMERY COUNTY MUNICIPAL COURT FACILITY.

WHEREAS, the City of Huber Heights is responsible for the maintenance and cleanliness of the City Hall, Police Building, Senior Center and Montgomery County Municipal Court Facility to keep these buildings operating efficiently and safely; and

WHEREAS, the City of Huber Heights desires to contract with one company which can provide the requisite janitorial services for all of the aforementioned facilities at the most responsible price and quality of service for a period of three years from January 1, 2022 to December 31, 2024 with the option of a one-year extension.

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

Section 1. The City Manager is hereby authorized to solicit bids for a three-year contract from January 1, 2022 to December 31, 2024 with the option of a one-year extension for the provision of janitorial services for the City Hall, Police Building, Senior Center and Montgomery County Municipal Court Facility.

Section 2. A copy of the bid specifications shall be on file with the Office of the Clerk of Council.

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

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

Passed by Council on the 8th day of November, 2021;

7 Yeas; 0 Nays.

Effective Date: November 8, 2021

AUTHENTICATION:

[Signature]
Clerk of Council

[Signature]  11-9-21
Mayor

[Signature]  11-10-21
Date
CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7057

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR A FOUR-YEAR CONTRACT FOR MOWING AND MAINTENANCE OF CITY PARKS AND SPECIFIED PROPERTIES.

WHEREAS, the City is required to mow and maintain public rights-of-way, parks, and specified property; and

WHEREAS, the City has determined that outsourcing portions of the required maintenance would allow the Public Works Division to maximize the amount of work spent performing street repairs and other pertinent City infrastructure related work; and

WHEREAS, a competitive bidding process would be utilized to obtain a reputable firm to provide these services on a contractual basis for a period of four years from January 1, 2022 to December 31, 2025; and

WHEREAS, the funds for this contract have been designated in the Public Works Division Budget for Fiscal Year 2022.

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

Section 1. The City Manager is hereby authorized to solicit bids for a four-year contract from January 1, 2022 to December 31, 2025 with the option of a one-year extension for services related to mowing and maintenance of City parks and specified properties.

Section 2. The amount of these contract services shall not exceed $250,000 for each year of the four-year contract.

Section 3. A copy of the bid specifications shall be on file with the Office of the Clerk of Council.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

Passed by Council on the 8th day of November, 2021;

7 Yeas; 0 Nays.

Effective Date: November 8, 2021

AUTHENTICATION:

Clerk of Council

Mayor

Date 11-9-21

Date 11-10-21