AMENDING CERTAIN SECTIONS OF PART NINE, STREETS AND PUBLIC SERVICES 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 Streets and Public Services Code that require updating or other changes; and

WHEREAS, the City Council has determined that revisions in Chapters 903, 911, 915, 919, 920, 921, 922, 923, 924, 929, 932, 935, 943, 950 and 951 are necessary to enhance the effective and efficient delivery of municipal services.

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

Section 1. Part Nine, Streets and Public Services Code, Chapter 903 – Construction And Improvements In Public Right-Of-Way, Section 903.02(f) – Permit Required For Excavation Or Construction is hereby amended to read as follows:

903.02 – Permit required for excavation or construction.

(f) Any party aggrieved by the penalty imposed herein may file a written appeal to the City Manager within ten days of the date of the imposition of the Civil Penalty under the same process as set forth in Section 920.07 of this Code.

Section 2. Part Nine, Streets and Public Services Code, Chapter 903 – Construction And Improvements In Public Right-Of-Way, Section 903.04(a) – Permit Application; Driveway Limitations; Permit Refusal; Specific Applicant is hereby amended to read as follows:

903.04 – Permit application; driveway limitations; permit refusal; specific applicant.

(a) The person, firm, corporation, or political subdivision or any other legal entity recognized under the laws of the state of Ohio, desiring to exercise any license or privilege for which a permit is required by this chapter, shall make application in writing to the City Engineer or his duly authorized representative on the standard City permit form, setting forth the privilege desired. Such application shall be accompanied by a plat or drawing when required, showing the details of the improvement, together with the location in the street or other public place where the privilege is desired, with reference to street and lot lines and the dimensions of the portion of the public way to be used; provided however, that no privilege shall be granted for the construction or maintenance of a driveway apron over or through any gutter, curb or sidewalk which is more than 25 feet in width at the back edge of the sidewalk, nor shall any driveway opening be made within 40 feet of the end of the radial portion of any curb at a street intersection, nor shall a permit be granted for any driveway to be constructed over or through a sidewalk in such manner that the surface of the sidewalk shall be slanted or inclined at the point of the driveway other than the slope and alignment shown on the City’s standard drawings, except when a variance is authorized by the City Engineer or his duly authorized representative in writing and notation of same on the permit.

Section 3. Part Nine, Streets and Public Services Code, Chapter 911 – Repair And Maintenance Of Curbs, Sidewalks And Driveways, Section 911.04 – Rules And Regulations By Director is hereby amended to read as follows:
911.04 – Rules and regulations by director.

The Director of Public Service is hereby authorized to adopt, promulgate, amend and enforce such administrative rules and regulations as may be necessary to execute and enforce the provisions of this chapter and is further specifically authorized and empowered to fix and establish, in compliance with the Building Code and adopted specifications, the thickness, width, materials and specifications of sidewalks, driveways and curbing to be installed, altered or repaired within the limits of any public street and the manner of performing any work relating to the matters referred to in this chapter. Such rules and regulations shall be kept on file and open to public inspection in the office of the Director and shall be published in the same manner as City ordinances. No driveway shall be constructed or reconstructed if the nearest edge of such driveway is less than 65 feet from the intersecting curb line on the stopside of any main thoroughfare, 40 feet from the end of the radial portion of any curb at a street intersection.

Section 4. Part Nine, Streets and Public Services Code, Chapter 915 – Driveway Access Policy, Section 915.03(e) – Design Regulations is hereby amended to read as follows:

915.03 – Design regulations.

(e) Location of Driveways at Roadway Intersections. New driveways shall not begin closer to an existing street intersection than that 40 feet from a stop bar or crosswalk on residential intersections from the end of the radial portion of any curb at a street intersection. The City Engineer shall evaluate requests for location of driveways of other uses than residential by considering traffic volumes, type of land use, pavement width, lane usage, sight distance restrictions, etc.

Section 5. Part Nine, Streets and Public Services Code, Chapter 911 – Repair And Maintenance Of Curb’s, Sidewalks And Driveways, Section 911.02(e) – Duty To Repair And Clean Sidewalks And Curbs is hereby amended to read as follows:

911.02 – Duty to repair and clean sidewalks and curbs.

(e) Concrete sidewalks that is are located in front of a zoned residential property and is are designated by the City as a Bikepath is are to be repaired or replaced by the City when such repairs are selected or required by the City. A City Bikepath is defined as an eight foot wide concrete sidewalk located within the street right-of-way and is part of a designated path that is to be used for bicycles or pedestrians. It is located outside the traveled way and physically separate from motorized vehicular traffic. The Bikepath also may be used by skaters, joggers, users of manual and motorized wheelchairs, and other authorized motorized and non-motorized users.

Section 6. Part Nine, Streets and Public Services Code, Chapter 919 – Street Lighting Assessment Procedure, Section 919.01(b) – Procedure is hereby amended to read as follows:

919.01 – Procedure.

(b) The Clerk of Council shall cause the publication of the resolution of necessity in a newspaper of general circulation, once a week for two consecutive weeks within the City and shall also mail notice of the passage of the resolution to all affected property owners, members of the proposed lighting district by regular mail at their last known tax mailing address.

Section 7. Part Nine, Streets and Public Services Code, Chapter 920 – Utility Structures, Section 920.07 – Appeals is hereby amended to read as follows:

920.07 – Denial/Revocation: Appeals.
The City Engineer's decision to deny a Permit may be appealed to the City Manager. All appeals on a denial of a Permit must be made in writing within ten calendar days from the date of the action being appealed. If the City Engineer issues a denial of a Permit, the City Engineer shall notify the applicant in writing of the denial, suspension or revocation, including the grounds therefor, within three business days of such decision. If a notice of appeal is timely received by the City Manager, the City Manager shall notify the respondent within three business days of the receipt of the request for appeal of a hearing date to be within 21 days. The respondent may appear and be heard in person, or by his/her attorney, in opposition to the decision and do any of the following:

(a) Present his/her positions, arguments and contentions;
(b) Offer and examine witnesses and present evidence in support;
(c) Cross-examine witnesses purporting to refute respondent's position, arguments and contentions;
(d) Offer evidence to refute evidence and testimony offered in opposition to his/her position, arguments and contentions; and
(e) Offer any such evidence into the record.

The City Manager shall render a decision within five business days after the hearing.

(a) The following are grounds for revocation or denial of a permit:
(1) The intentional provision of materially misleading information by the applicant (the provision of information is considered "intentional" where the applicant was aware of the inaccuracies or could have discovered the inaccuracies with reasonable diligence);
(2) The failure to comply with any condition of approval, order, or other applicable law, rule, or regulation;
(3) The utility structure as proposed or installed is otherwise not in compliance with the provisions of this Chapter
(4) The subject site or use is otherwise not in compliance due to incomplete work or projects, or is not in compliance due to unperformed or slow to perform work as part of an open permit.

(b) The City Engineer's decision to deny or revoke a Permit may be appealed to the City Manager. All appeals must be in writing and submitted within ten (10) calendar days from the date of the action being appealed. If the City Engineer issues a denial or revocation of a Permit, the City Engineer shall notify the applicant in writing including the grounds therefor, within three (3) business days of such decision. If a notice of appeal is timely received by the City Manager, the City Manager shall notify the respondent within three (3) business days of the receipt of the request for appeal of a hearing date to be within twenty-one (21) days.

(c) At any properly scheduled appeal, the respondent may appear and be heard in person, or by his/her attorney, in opposition to the decision and do any of the following:
(1) Present his/her positions, arguments and contentions;
(2) Offer and examine witnesses and present evidence in support;
(3) Cross-examine witnesses purporting to refute respondent's position, arguments and contentions;
(4) Offer evidence to refute evidence and testimony offered in opposition to his/her position, arguments and contentions; and
(5) Offer any such evidence into the record.

The City Manager shall render a decision within five (5) business days after the hearing.

Section 8. Part Nine, Streets and Public Services Code, Chapter 921 – Utilities, Section 921.04.10 – Appeals is hereby amended to read as follows:

921.04.10 – Appeals.

The City Engineer's decision to deny or revoke a Permit may be appealed to the City Manager. All appeals on a denial of a Permit must be made in writing within ten (10) calendar days from the date of the action being appealed. If the City Engineer issues a
denial or revocation of a Permit, the City Engineer shall notify the applicant in writing of the denial, suspension or revocation, including the grounds therefor, within three (3) business days of such decision. If a notice of appeal is timely received by the City Manager, the City Manager shall notify the respondent within three (3) business days of the receipt of the request for appeal of a hearing date to be within twenty-one (21) business days. The respondent may appear and be heard in person, or by his/her attorney, in opposition to the decision and do any of the following:

1. Present his/her positions, arguments and contentions;
2. Offer and examine witnesses and present evidence in support;
3. Cross-examine witnesses purporting to refute respondent's position, arguments and contentions;
4. Offer evidence to refute evidence and testimony offered in opposition to his/her position, arguments and contentions; and
5. Offer any such evidence into the record.

The City Manager shall render a decision within five (5) business days after the hearing.

Section 9. Part Nine, Streets and Public Services Code, Chapter 922 – Stormwater Management Code, Section 922.02.(c) – Stormwater Charge Generally is hereby amended to read as follows:

922.02 – Stormwater charge generally.

(c) The City’s Storm drainage service charges shall be fair and reasonable and bear a substantial relationship to the cost of providing service and Facilities. All Single family residential properties shall pay the same Stormwater service charges. Charges for non-residential properties within the City shall be calculated based on the relationship that the total Impervious Surface (as defined in Section 922.03) for such parcel bears to the average Impervious Surface area of residential homes within the City as defined in Section 922.26.

Section 10. Part Nine, Streets and Public Services Code, Chapter 922 – Stormwater Management Code, Section 922.03 – Definitions is hereby amended to read as follows:

922.03 Definitions.

County means Montgomery County, or Miami County, or Greene County and means the county where the applicable part of the City is situated.

Section 11. Part Nine, Streets and Public Services Code, Chapter 922 – Stormwater Management Code, Section 922.13.(c) – Permits And Plan Review is hereby amended to read as follows:

922.13 – Permits and plan review.

(c) Plans for all improvements made within the City that require Stormwater Facilities or changes or alterations to existing Stormwater Facilities must be submitted to the City Manager or his designee for review and approval. Plans and applications may be submitted directly to the City Manager or his designee or through the building permit process. All improvements must conform to the provisions of this chapter or rules or regulations promulgated hereunder and the master plan. The City Manager, or his designee shall have 30 days after the date of application to review each plan submitted. Plans that are not approved may be resubmitted: Plans that are not approved may be resubmitted after revisions are made. No permit shall be issued until a plan is approved or the need for a permit is waived by the City Manager or his designee.

Section 12. Part Nine, Streets and Public Services Code, Chapter 922 – Stormwater Management Code, Section 922.30(b) – Adjustment Of Service Charge is hereby amended to read as follows:

922.30 – Adjustment of service charge.
(b) The City Manager or his designee shall have 30 days to investigate the matter. The City Manager or the City Manager's designee shall timely review and rule upon the appeal application for adjustment.

Section 13. Part Nine, Streets and Public Services Code, Chapter 923 — Sanitary Sewers, Section 923.03 — Waste To Be Discharged In Sanitary Sewer is hereby amended to read as follows:

923.03 — Waste to be discharged in sanitary sewer.

All water-borne waste from toilets, lavatories, bathtubs, showers, laundry tubs, washing machines, refrigeration drips, soda fountains, drinking fountains, sinks, basement and garage floor drains (with the use of grease traps) shall be discharged into the sanitary sewer system. Any other waste will be permitted only upon written authorization from the City and the Miami-Conservancy-District Tri-Cities Authority or the then-current owner of the North Regional Wastewater Treatment Plant (NRWTP).

Section 14. Part Nine, Streets and Public Services Code, Chapter 923 — Sanitary Sewers, Section 923.04 — Sewer Use And Pretreatment; Penalties For Violations is hereby amended to read as follows:

923.04 — Sewer use and pretreatment; penalties for violations.

(a) General Prohibitions. No person shall discharge to any of the City's sanitary sewer facilities any substances or wastes which in whole or in part cause any of the following:

(1) Receives on-site treatment through a septic tank or leach field;
(2) Create a fire or explosion hazard;
(3) Contain corrosive properties, that is in no case shall discharges have a pH lower than 6.0 or greater than 10.0;
(4) Cause obstruction or other interference;
(5) Constitute a slugload;
(6) Contain heat in amounts which will accelerate the formation of excessive amounts of hydrogen sulfide;
(7) Inhibit sampling efforts;
(8) Endanger monitoring or maintenance personnel;
(9) Inhibit biological activity in the wastewater treatment facilities, that is, a discharge of 140 degrees Fahrenheit or greater may be prohibited;
(10) Contain noxious, malodorous gas or substance which creates a public nuisance or hazard;
(11) Contain radioactive wastes in harmful quantities;
(12) Contain nonshredded garbage;
(13) Contain any odor or color producing substances exceeding limits;
(14) Cause the North Regional Wastewater Treatment Plant (NRWTP) effluent or residues, sludges, or scums to be unsuitable for reclamation and reuse or interfere with sludge disposal practices;
(15) Cause the NRWTP to violate any of its NPDES permit limits or requirements or otherwise pass-through the facility;
(16) Contain any heavy metals or other substances which violate the Federal General Pretreatment Regulations (40 CFR 403)

(b) Federal Categorical Pretreatment Standards.

(1) No person shall discharge to any of City's sanitary sewer facilities, wastewaters containing substances subject to an applicable Federal Categorical Pretreatment Standard promulgated by EPA in excess of the limit prescribed in such applicable pretreatment standards.

(2) The General Pretreatment Regulations (40 CFR 403) effective November 16, 1988 and as printed in the Federal Register in October 17, 1999, Part IV or as amended are applicable to this section, including reporting and compliance schedule, sampling parameters, violation notices, etc.

(3) Sanitary rules and regulations as adopted by this chapter are hereby amended to include the following sections and subjects:
A. Definition of Significant Industrial User - 40 CFR 403.3(f).
B. Submittal of Significant Industrial User List - 40 CFR 403.8(f)(6).
D. Fire and Explosivity Prohibition - 40 CFR 403.5(b)(1).
E. Oil and Grease Prohibition - 40 CFR 403.5(b)(6).
F. Reactivity and Fume Toxicity - 40 CFR 403.5(b)(7).
G. Trucked and Hauled Waste - 40 CFR 403.5(b)(8).
H. Local Limits Development and Enforcement - 40 CFR 403.5(c)(1).
M. Enforcement Responses Plans - 40 CFR 403.8(f)(5).
N. Semi-Annual Significant Industrial User Self Monitoring - 40 CFR 403.12(h)

(4) In addition to the application of the above rules and regulations, the following sections and subjects shall also be applicable:
A. Baseline Monitoring Report and 90-day Compliance Report Section 2(G)(1).
B. Administrative Orders to Users - Section 2(L)(3).
C. Administrative Fines - Section 2(L)(3)(f).
D. Authorized Representative - Section 2(G)(3).
E. Certification Statement - Section 2(G)(4).
F. General Rewording of Ambiguous or Unclear Sections of Document.
A copy of the full document as amended is on file in the office of the Clerk of Council and is incorporated herein by reference.

(c) Recovery of Costs Incurred by the City. Any user violating any of the provisions of these rules and regulations, or who discharges or causes a discharge that produces a deposit or obstruction, or causes damage to or impairs the City wastewater facility shall be liable to the City for any expense, loss, or damage caused by such violation or discharge. The City shall bill the user for the cost incurred by the City for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a violation of these rules and regulations.

(d) Penalties for Violations.
(1) Whoever violates or continues to violate any provision of these rules and regulations, or whoever violates or continues to violate any provisions of these rules and regulations beyond the time limit for compliance set forth in the order, notice of violation or compliance schedule established by the City Manager, shall be subject to the following:
A. The first violation shall constitute a third degree misdemeanor punishable by a fine of up to $500.00 and/or up to 60 days in jail. Each subsequent violation of the same provision by the same offender shall constitute a misdemeanor of the first degree punishable by a fine of up to $1,000.00 and/or up to six months in jail. If the subsequent violation is a continuing one, each day of such violation shall constitute a separate violation.
B. The property may be subject to disconnection from the City's wastewater facilities.

Section 15. Part Nine, Streets and Public Services Code, Chapter 923 – Sanitary Sewers, Section 923.08(g) – Billing And Delinquent Accounts is hereby amended to read as follows:

923.08 – Billing and delinquent accounts.

(g) Sewer Rebate for Filling of a Pond, Lake, Swimming Pool, or Other Similar Basin.
(1) Customer may receive a rebate for the sanitary sewer charges incurred as a result of filling an man-made artificial pond, lake, swimming pool, or other similar basin that will retain water provided the following conditions are met; and

A. The sanitary service charges are based on water usage and it is proven to the City that the water usage includes water distributed to fill an man-made artificial pond, lake, swimming pool, or other similar basin (excluding a swimming pool) that will retain water; and

B. The sanitary service charges are based on water usage where such water usage constitutes the only discharge to the sanitary sewer and such water usage is metered; and

C. The water distributed to fill an man-made artificial pond, lake, swimming pool, or other similar basin that will retain water does not result in discharge of the water into the wastewater system.

(2) The customer requesting the rebate must show to the City that the water usage that is listed on a bill received by the customer was for the filling of the pond, lake, swimming pool, or other similar basin and the amount of water used to fill the pond, lake, swimming pool, or other similar basin. Customer shall provide City with the dimensions of the pond, lake, swimming pool, or other similar basin and any design specifications from an architect, engineer or contractor showing the volume of the pond, lake, swimming pool, or other basin to be filled.

Section 16. Part Nine, Streets and Public Services Code, Chapter 923 – Sanitary Sewers, Section 923.10 – Complaints And Appeals is hereby amended to read as follows:

923.10 – Complaints and appeals.

(a) Customers who are not satisfied with the resolution to a billing complaint may appeal in writing to the Citizen's Water and Sewer Advisory Board as appointed by Council. Such appeals must be filed within thirty (30) days of the date of the bill being appealed. Such appeals, to be considered by the Board, shall include at a minimum the name, address and phone number of the complainant (for use during business hours), a discussion of the facts of the case, any related documentation, and in all cases, the basis for the bill adjustment request. The customer shall receive notice of the Board meeting at least ten days prior to the meeting. Notice shall be by ordinary mail to the address shown on the appeal. The Board shall render a decision on the complaint. The Board's decision shall be final unless appealed to Council.

(b) Any person, feeling aggrieved by a decision of the Board may appeal such decision to Council by notifying the Clerk of Council in writing within ten (10) business days after receiving notice of the decision of the Board. Notice will be deemed to have been received by a customer on the date of the Board meeting if the customer attends the meeting. Otherwise, notice will be deemed to have been received by a customer on the date that someone at the residence of the customer signs for the notice. Such notice shall contain the grounds for appeal. Council shall render a final decision.

Section 17. Part Nine, Streets and Public Services Code, Chapter 924 – Industrial Pretreatment Program, Section 924.01 – Definitions is hereby amended to read as follows:

924.01 – Definitions.

New source means any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Federal Water Pollution Control Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section provided that:

(1) The building, structure, facility or installation is constructed at a site at which no other source is located; or
(2) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source: or

(3) The production or wastewater generating processes of the building, Structure, facility or installation are substantially independent of an existing source at the same site.

Section 18. Part Nine, Streets and Public Services Code, Chapter 929 – Water Distribution, Section 929.38 – Billing Complaints is hereby amended to read as follows:

929.38 – Billing complaints.

(a) Customers who are not satisfied with the resolution to a billing complaint may appeal in writing to the Citizen’s Water and Sewer Advisory Board as appointed by Council. Such appeals must be filed within sixty (60) days of the date of the bill being appealed. Such appeals, to be considered by the Board, shall include at a minimum the name, address and phone number of the complainant (for use during business hours), a discussion of the facts of the case, any related documentation, and in all cases, the basis for the bill adjustment request. The customer shall receive notice of the Board meeting at least ten days prior to the meeting. Notice shall be by ordinary mail to the address shown on the appeal. The Board shall render a decision on the complaint. The Board’s decision shall be final unless appealed to Council.

(b) Any person, feeling aggrieved by a decision of the Board may appeal such decision to Council by notifying the Clerk of Council in writing within ten (10) business days after receiving notice of the decision of the Board. Notice will be deemed to have been received by a customer on the date of the Board meeting if the customer attends the meeting. Otherwise, notice will be deemed to have been received by a customer on the date that someone at the residence of the customer signs for the notice. Such notice shall contain the grounds for appeal. Council shall render a final decision.

Section 19. Part Nine, Streets and Public Services Code, Chapter 932 – Backflow Prevention Control And Cross Contamination Elimination Rules And Regulations, Section 932.07 – Type Of Protection Required is hereby amended to read as follows:

932.07 – Type of protection required.

(a) The type of protection required under Section 932.06(b), shall depend upon the degree of hazard which exists as follows:

(1) A required air-gap separation and an approved reduced pressure principle backflow prevention device shall be maintained where a public water system may be contaminated with substances that could cause a severe health hazard;

(2) A required air-gap separation shall be maintained or an approved reduced pressure principle backflow prevention device shall be maintained where a public water system may be contaminated with any substance that could cause a system or health hazard or a pollution hazard.

(b) The type of protection required under subsection (c) hereof shall be a required air-gap separation or an approved interchangeable connection.

(c) Where an auxiliary water system is used as a secondary source of water for a fire protection system, the provisions of subsection (b) hereof for a required air-gap separation or an approved interchangeable connection may be waived by the City Manager or his designee and the OEPA provided:

(1) At premises where the auxiliary water system may be contaminated with substances that could cause a system or health hazard, a public water system or a potable consumer's water system shall be protected against backflow by installation of an approved reduced pressure principle backflow prevention device;

(2) At all other premises, a public water system or a potable consumer's water system shall be protected against backflow by installation of an approved reduced pressure principle backflow prevent device;
(3) A public water system or a potable consumer's water system shall be the primary source of water for the fire protection system;
(4) The fire protection system shall be normally filled with water from a public water system or a potable consumer's water system;
(5) The water in the fire protection system shall be used for fire protection only, with no other use of water from the fire protection system downstream from the approved backflow prevent device.

(d) **Type Of Backflow Protection Required.** Domestic and Commercial Water Services. An approved backflow prevention device shall be installed on each domestic water service connection to the following types of facilities unless the City Manager or his designee determines that no real or potential health, pollution, or system hazard to public water system exists.

Abbreviations used in this chapter are as follows:
- A.G.—Air Gap Separation per Section 932.02.
- R.P.—Reduced Pressure Principal Principle Backflow Preventer.

<table>
<thead>
<tr>
<th>Type Of Facility</th>
<th>Minimum Type of Protection</th>
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<tbody>
<tr>
<td>Breweries, Distilleries, Bottling Plants</td>
<td>R.P.</td>
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<tr>
<td>Car Wash with Recycling System and/or Wax Eductor</td>
<td>R.P.</td>
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<tr>
<td>Chemical Plants</td>
<td>R.P.</td>
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<tr>
<td>Dairies</td>
<td>R.P.</td>
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<tr>
<td>Health Care Facilities</td>
<td>R.P.</td>
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<tr>
<td>Fertilizer Plants</td>
<td>R.P.</td>
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<tr>
<td>Film Laboratory and Processing Plant</td>
<td>R.P.</td>
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<tr>
<td>Food or Beverage Plant</td>
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<tr>
<td>Laboratories</td>
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<tr>
<td>Launderies and Dry Cleaning Plants</td>
<td>R.P.</td>
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<tr>
<td>Machine Tool Plant (Health or System Hazard)</td>
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<tr>
<td>Machine Tool Plant (Pollution Hazard)</td>
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<tr>
<td>Metal Processing Plant (Health or System Hazard)</td>
<td>R.P.</td>
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<tr>
<td>Metal Processing Plant (Pollution Hazard)</td>
<td>R.P.</td>
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<td>Metal Plating Plant</td>
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<td>Morgues or Mortuaries</td>
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<td>Packing Houses or Rendering Plants</td>
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<td>Paper Products Plant</td>
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<tr>
<td>Petroleum Processing Plant</td>
<td>R.P.</td>
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<tr>
<td>Petroleum Storage Yard (Health or System Hazard)</td>
<td>R.P.</td>
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<tr>
<td>Petroleum Storage Yards (Pollution Hazard)</td>
<td>R.P.</td>
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<tr>
<td>Pharmaceutical or Cosmetic Plant</td>
<td>R.P.</td>
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<tr>
<td>Power Plants</td>
<td>R.P.</td>
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<tr>
<td>Radioactive Material Plant</td>
<td>R.P.</td>
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<tr>
<td>Restaurants, with Soap Eductors and/or Industrial type Disposal</td>
<td>R.P.</td>
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<tr>
<td>Sand and Gravel Plants</td>
<td>R.P.</td>
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<tr>
<td>Schools with Laboratories with Acid Wastes</td>
<td>R.P.</td>
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<tr>
<td>Sprinkling or Irrigation System</td>
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<tr>
<td>Swimming Pools With Pipe Filled Line</td>
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<td>Sewage Treatment Plants</td>
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<td>Sewage Pumping Stations</td>
<td>R.P.</td>
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<tr>
<td>Veterinary Establishments</td>
<td>R.P.</td>
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In addition to and including those types of facilities listed above, an approved backflow prevention device of the type designated shall be installed on each domestic water service connection to any premises containing the following real or potential hazards.
<table>
<thead>
<tr>
<th>Premises having an auxiliary water system not connected to public water system</th>
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<tbody>
<tr>
<td>Premises having a water storage tank, reservoir, pond, or similar appurtenance</td>
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<tr>
<td>Premises having a steam boiler, cooling system, or hot water heating system where chemical water conditioners are used</td>
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<tr>
<td>Premises having submerged inlets to equipment</td>
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<tr>
<td>Premises having self-draining yard hydrants, fountains, hose boxes or similar devices presenting a health hazard (chemicals storage plants, tank farms, bulk storage yard)</td>
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<tr>
<td>Premises having self-draining yard hydrants, fountains, hose boxes or similar devices presenting a pollution hazard (parks, play fields, cemeteries)</td>
<td>R.P.</td>
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</tbody>
</table>

(e) Type Of Backflow Protection Required. Fire Protection Service. An approved double check valve assembly device or the use of a reduced pressure principle backflow prevention device shall be installed on each fire protection service to any premises unless the City Manager or his designee determines that no real or potential health, pollution, or system hazard to the public water system exists. The double check assembly device shall meet all of the following requirements before it can be approved by the City of Huber Heights Engineering Division or its authorized purveyor and the Fire Department:

1. Water from downstream side of the double check valve assembly device shall be used for fire protection only;
2. There shall be no regular use of water downstream from the double check valve assembly device other for fire system make-up water;
3. The fire system shall be filled with water from the public water supply only;
4. The public water supply must be the primary source of water for fighting fires;
5. The water system must contain no additives; provided, however, where the fire protection system contains any of the following components, a reduced pressure principle backflow prevention device shall be installed between such component and the rest of the water system so as to isolate such component from the rest of the water supply:
   - A. Auxiliary Water System;
   - B. Anti-freeze Legs;
   - C. Covered Gravity or Pressure Storage Tanks; or
   - D. Uncovered Storage Tanks or Reservoirs.

(f) The Huber Heights Fire Department shall maintain a current record of all double check valve assembly devices which are a part of the fire sprinkler system connected to the Huber Heights' public water system.

Section 20. Part Nine, Streets and Public Services Code, Chapter 935 – Ditch And Stream Work By City Forces, Section 935.02 – Legal Analysis is hereby amended to read as follows:

935.02 – Legal analysis.

The legal analysis is very simple. It shall involve determination of whether or not the easement of right-of-way exists on the land where the waterway cleaning is contemplated.

Section 21. Part Nine, Streets and Public Services Code, Chapter 943 – City Parks, Section 943.02 – Definitions is hereby amended to read as follows:

943.02 – Definitions.

Parks and Recreation Division Manager shall mean the City Parks Manager or such other person appointed by City Council.

Section 22. Part Nine, Streets and Public Services Code, Chapter 943 – City Parks, Section 943.04(a) – Parks Facilities is hereby amended to read as follows:
943.04 – Park facilities.

(a) The City Parks include but are not limited to the following:

1. Thomas A. Cloud **Memorial** Park: The City park located on Brandt Pike south of Kittridge Road shall now and hereafter be known as Thomas A. Cloud **Memorial** Park.

2. Herbert C. Huber Community Park: The City park located on Chambersburg Road east of Old Troy Pike shall now and hereafter be known as Herbert C. Huber Community Park.

3. Cottonwood Park: The City park located on Fishburg Road east of Brandt Pike shall now and hereafter be known as Cottonwood Park.

4. Shullgate Park: The City park located on Shull Road east of Old Troy Pike shall now and hereafter be known as Shullgate Park.

5. Belle Plain Park: The City park located on Belle Plain Drive west of Bellefontaine Road shall now and hereafter be known as Belle Plain Park.

6. Twin Creeks Park: The City park located on Leston Avenue between Lambeth Drive and Harshmanville Road shall now and hereafter be known as Twin Creeks Park.

7. Rip Rap Park: The City park located on Rip Rap Road north of Chambersburg Road shall now and hereafter be known as Rip Rap Park.


9. Canal Locks Park: The City park located on Endicott Road south of Fishburg Road shall now and hereafter be known as Canal Locks Park.

10. Falls Creek Park: The City park located on Dial Drive north of Longford Road shall now and hereafter be known as Falls Creek Park.

11. Miami Villa Park: The City park located on Rip Rap Road south of Chambersburg Road shall now and hereafter be known as Miami Villa Park.

12. Wildview Park **Huber Heights Community Center**: The City park and community center located on Wildview Drive, Powell Road west of Dial Drive, Old Troy Pike shall now and hereafter be known as Wildview Park, the Huber Heights Community Center.

13. Monita Fields Park: The City park located on Fishburg Road east of Old Troy Pike shall now and hereafter be known as Monita Fields Park.

14. Menlo Kittyhawk Park: The City park located on Seaman Drive south of Fishburg Road shall now and hereafter be known as Menlo Kittyhawk Park.

15. Flyer Field at Kittyhawk Park: The City dog park located on Seaman Drive south of Fishburg Road shall now and hereafter be known as Flyer Field at Kittyhawk Park.

16. Dial Park: The City park located on Dial Drive shall now and hereafter be known as Dial Park.

17. The Recreation Complex at The Heights: The City park that includes the Kroger Aquatic Center at The Heights and the Eichelberger Amphitheater at The Heights located on Brandt Pike north of Shull Road shall now and hereafter be known as The Recreation Complex at The Heights.

Section 23. Part Nine, Streets and Public Services Code, Chapter 950 – Grading Permits, Section 950.05(a)(3) – Plans is hereby amended to read as follows:

**950.05 – Plans.**

(a) (3) A chronological construction schedule for major land disturbance activities;

Section 24. Part Nine, Streets and Public Services Code, Chapter 951 – Engineering Related Fees, Section 950.05(a)(3) – Plans is hereby amended to read as follows:

**951.01 – Fee schedule.**

Council shall establish a schedule of fees, charges and expenses, for items related to the Engineering Department. The following fees are established by Council:
MISCELLANEOUS

Reproduction Costs:
8.5" x 11" (per page) - $0.1005
24" x 36" (per page) - $1.00

Map Printouts:
8.5" x 11" or 8.5" x 14" (per page) - $0.103.00
11" x 17" (per page) - $0.145.00
24" x 36" (per page) - $1.0010.00
36" x 48" (per page) - $1.5015.00

Large Format Copies (Scan and Print):
Black and White 24" x 36" (per page) - $1.005.00
Black and White 'E' size 36" x 48" - $1.5010.00
Color 24" x 36" (per page) - $1.0010.00
Color 'E' size 36" x 48" - $1.5015.00

Ortho-Rectified Aerial Photography:
Per section (tile) - $25.00
Full City of Huber Heights Map - $25.00
GIS Digital Data Layers (per layer) - $15.00

Engineering Services:
Inspection Fee for Water, Sanitary and Storm Sewer Lines - $3.50 per linear foot
Inspection Fee for Water and Sanitary Service Laterals - $75.00 per lateral
Work Within Right-of-Way Permit - $30.00
Demolition Permit - $40.00
Grading/Site Work - $100 per acre, plus $25.00 inspection fee
Engineering Review Fees - 0.5% (0.005) of Approved Engineers Estimate for Public Improvements
Site Plan Re-Inspection Fee after second Inspection - $30.00

<table>
<thead>
<tr>
<th>Water Tap-in Fees</th>
<th>Sanitary Sewer Tap-in Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type</strong></td>
<td><strong>Fee</strong></td>
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<tr>
<td>5/8&quot; and 3/4&quot;</td>
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<tr>
<td>8&quot;</td>
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</tr>
</tbody>
</table>

Section 25. 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 26. 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 22nd day of November, 2021:
5__ Yeas; 0__ Nays.

Effective Date: December 23, 2021
CITY OF HUBER HEIGHTS  
STATE OF OHIO  

RESOLUTION NO. 2021-R-7058  

AUTHORIZING THE CITY OF HUBER HEIGHTS TO RENEW AN AGREEMENT WITH PICKREL SCHAFFER & EBELING FOR LEGAL SERVICES AS LAW DIRECTOR FOR THE CITY OF HUBER HEIGHTS, OHIO FOR THE TIME PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022.

WHEREAS, the law firm of Pickrel Schaeffer and Ebeling has been serving as law director for the City of Huber Heights since October 31, 2003; and

WHEREAS, Council desires to renew the relationship for an additional year.

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

Section 1. By an affirmative vote of City Council, the Mayor is directed to execute on behalf of the City of Huber Heights a contract substantially upon the same provisions contained in the attached as set forth in Exhibit A appointing Pickrel, Schaeffer & Ebeling as legal counsel for the City and designating Gerald L. McDonald as Law Director for the period of January 1, 2022 through December 31, 2022.

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 22nd day of November, 2021; 5 Yeas; 0 Nays.

Effective Date: November 22, 2021

AUTHENTICATION:

Clerk of Council  

Mayor

Date  

Date
EXHIBIT A
LAW DIRECTOR CONTRACT

This Contract is entered into this ___ day of December, 2021, by and between the City of Huber Heights, OHIO, an Ohio municipal corporation ("HUBER HEIGHTS"), 6131 Taylorsville Road, Huber Heights, Ohio 45424, and PICKREL, SCHAEFFER & EBELING CO., L.P.A. ("PSE"), 2700 Stratacache Tower, Dayton, Ohio 45423.

WHEREAS, the law firm of Pickrel, Schaeffer and Ebeling ("PSE") has been serving as the Law Director for the City of Huber Heights since October 31, 2003; and

WHEREAS, the Law Director shall serve as the chief legal advisor to Council, the City Manager, and all City departments, divisions, offices and other agencies, boards or commissions; and

WHEREAS, the City Council wishes to renew the contract with the law firm of PSE as the Law Director to represent the City in all legal proceedings and to perform any other duties prescribed in the City Charter;

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, and for the mutual covenants herein below set forth, the parties agree as follows:

1. PSE shall provide all legal services at the rates set forth in Addendum A.

2. PSE shall designate GERALD L. MCDONALD as the City Attorney/Law Director for the City of Huber Heights, Ohio and GERALD L. MCDONALD shall act in that capacity for and on behalf of HUBER HEIGHTS.

3. It is understood by the parties hereto that legal services provided by PSE, may be accomplished through an individual attorney or attorneys or paralegals and staff other than the designated City Attorney/Law Director. The decision to use attorneys or other staff at PSE to provide legal services shall be made by the City Attorney/Law Director. It is understood that in making this decision the attorney or other staff providing such legal services to HUBER HEIGHTS will be under the supervision of the City Attorney/Law Director, and the City Attorney/Law Director shall advise the City Council and the City Manager of the fact that another attorney has been assigned the particular project. It is anticipated that the City shall have direct access to other attorney and staff at PSE, as agreed to by the City and Law Director.

4. No legal services shall be performed by PSE for HUBER HEIGHTS except as authorized by the City Charter and City Council, or as requested by the City Manager and Senior City Administrators. The City Council shall be responsible for the administration and management of the Law Director. The primary contact shall be through the City Council. The City Council shall be consulted on all administrative matters involving the Law Director. Conflicts of interest shall be resolved between PSE and Council.

5. The term of this Contract shall commence on January 1, 2022 and shall run through December 31, 2022. This Contract may be renewed by the mutual agreement of HUBER
HEIGHTS and PSE for additional one-year periods, commencing January 1, through December 31, of each subsequent year. The term of this Contract and the renewal of this Contract are subject to the rights of terminations set forth in paragraph 6. The billing rates set forth in the PSE Response may be renegotiated at the time of each renewal.

6. This Contract may be terminated by HUBER HEIGHTS at any time for any reason by giving thirty (30) days prior written notice to PSE of its intent to terminate. In terminating this Contract, the City may require that PSE continue to provide legal services for a period greater than thirty (30) days as determined in the sole discretion of HUBER HEIGHTS for the billing rate set forth in Addendum A. Notwithstanding the right of termination by HUBER HEIGHTS as herein set forth, PSE upon receipt of notice of termination shall continue to provide appropriate legal services to HUBER HEIGHTS as required by those ethical standards applicable to practicing lawyers in the State of Ohio. PSE shall have the same right of termination, as HUBER HEIGHTS except PSE shall give HUBER HEIGHTS sixty (60) day prior written notice of its intent to terminate.

7. In addition to the duties as Law Director, PSE shall provide legal representation to City by representing the City in all prosecutions under City ordinances and State statutes in Miami County Municipal Court. PSE shall provide such service and devote such time as is necessary in order to represent the City effectively on: all Huber Heights ordinance violations filed in Miami County Municipal Court, District Court; preliminary hearings/prosecution of Ohio Revised Code ordinances occurring in the City that are heard in Miami County Municipal Court; and driver license suspension hearings for Huber Heights citizen heard in Miami County Municipal Court. PSE shall also provide, upon request, reasonable reports from time to time as to the number and type of cases handled, attorneys involved, number of cases tried as opposed to those disposed of by agreement, etc., as may be reasonably requested by the City. The cost for such criminal prosecution services shall not exceed $4,500 annually. This not to exceed amount does not include costs for preparing legal briefs and preparation for appellate arguments on cases that may be appealed to the Court of Appeals or to the Supreme Court. Katrina Wahl and Matthew Sorg shall retain the designation as "City Prosecutors" on behalf of the Law Firm and shall be the primary contacts with the City's Police Division. The Law Firm may have other attorneys provide services from time to time. PSE shall give HUBER HEIGHTS thirty (30) day prior written notice of its intent to designate a new City Attorney/Law Director or City Prosecutor.

8. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, certified and with proper postage prepaid and return receipt requested, addressed as follows:

AS TO PSE:
Gerald McDonald
Pickrel Schaeffer & Ebeling
2700 Stratacache Tower
Dayton, Ohio 45423

AS TO HUBER HEIGHTS:
Mayor Jeff Gore
City Council
City of Huber Heights
6131 Taylorsville Road
Huber Heights, Ohio 45424
IN WITNESS WHEREOF, the parties set their hands hereto on the day and date first written above.

WITNESSES:  

<table>
<thead>
<tr>
<th>Name</th>
<th>Printed Name</th>
<th>City of Huber Heights, Ohio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Gore, Mayor</td>
<td>Pickrel, Schaeffer &amp; Ebeling, LPA</td>
<td></td>
</tr>
<tr>
<td>Michael Sandner, President</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Addendum A

to Law Director Contract 2022

All services rendered by PSE lawyers shall be at the rate of $175.00 per hour. Paralegal Fees shall be at the rate of $95.00 per hour.
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE
MONTGOMERY 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 Montgomery County Public Defender Commission to provide legal counsel to the
City’s indigent citizens charged under the City Code and prosecuted in Montgomery 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 Montgomery
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 Montgomery 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 22nd day of November, 2021;
5 Yea; 0 Nays.

Effective Date: November 22, 2021

AUTHENTICATION:

Clerk of Council 11-23-21

Mayor 11-23-21
AGREEMENT FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT

This Agreement is entered into by and between the Montgomery County Public Defender Commission and the Montgomery County Public Defender Office, with a mailing address of 117 South Main Street, 4th Floor, Dayton, Ohio 45422, (hereinafter referred to as the “COUNTY”), and the city of Huber Heights, with a mailing address of 6131 Taylorsville Road, Huber Heights, Ohio 45424 (hereinafter referred to as the “CITY”).

WHEREAS, the CITY of Huber Heights recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Montgomery County has adopted a program whereby a Public Defender Commission has been formed and has appointed a Public Defender and if there is a conflict, then the court will appoint assigned counsel attorneys.

WHEREAS, the COUNTY Public Defender Commission pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent adults charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, the contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the COUNTY Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the CITY its appropriate share if such has not already been calculated into the formula to determine compensation, and

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

1. REPRESENTATION

   1.1 The COUNTY, on behalf of the CITY, agrees to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in cases where the defendant is indigent and charged with the commission of an offense or act which is in violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.

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.

1.3 A major purpose of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the County Public Defender or appointed counsel in conflict situations, provide legal representation in Montgomery County Municipal Court for indigent adults charged with any violation of CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

2. COMPENSATION

2.1 CITY agrees to pay the COUNTY as follows:

A. The City will pay the Public Defender the sum of $228.41 (two hundred twenty-eight dollars and forty-one cents) per case for which the Public Defender provides representation;

B. A case shall be counted as any matter in which the City initially charges an indigent person under a City ordinance for which jail is a possible sentence and for which the Public Defender provides representation past the initial arraignment. Matters that have multiple City ordinance charges under one case number shall be counted as one case. Where a case has both ordinance charges and Ohio Revised Code charges, the municipality will be billed for the case whenever the ordinance is the highest degree charge or ties for the highest degree. Matters that are pled and sentenced at the initial arraignment shall be counted as .25 (one quarter) case. Matters that are reopened as the result of revocations, show causes, capiases, or for other reasons shall be counted as .20 (one fifth) case. There shall be no charge for the appeal of a case;

C. The Public Defender shall issue a monthly invoice for the prior month's services and the City shall pay said invoice within 30 (thirty) days of receipt;

D. In addition to the payments for the Public Defender services, in conflict situations, where assigned counsel is appointed, the COUNTY will bill
the CITY monthly for the municipal code violation cases the COUNTY paid in any particular month, based on qualifying attorney vouchers, less the amount the COUNTY is reimbursed by the State under the then current reimbursement rate. The COUNTY will issue an invoice to the CITY and the CITY will have 30 days to pay from date of receipt.

2.2 Reimbursement by the municipal corporation for representation of such indigent persons, whether by contractual amount or a fee schedule, shall not exceed the fee schedule in effect and adopted by the Montgomery County Commissioners.

3. DURATION OF CONTRACT AND TERMINATION

3.1 The term of this agreement shall be for one year, January 1, 2022 to December 31, 2022 (OPTIONAL: This contract may be renewed for additional one-year terms upon proper resolution of each entity agreeing to the one-year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215).

3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.

3.3 Written notice shall be considered furnished when it is sent by Certified Mail; return receipt requested or in hand delivered.

3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within 60 days of the date on which it is due.

4. TERMS OF AGREEMENT

4.1 Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
4.2 The Ohio Public Defender Office has established caseload standards as stated in Ohio Administrative Code. The Montgomery County Public Defender Office will maintain caseload requirements as set forth in Ohio Administrative Code (§120-1-07(B)).

4.3 Recognizing that the requests for reimbursements must be received by the State Public Defender in a timely manner, the Montgomery County Municipal Court Clerk shall promptly notify the COUNTY of the Municipal ordinance cases completed and pending in any month.

4.4 After approval, the County Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code §120.33.

4.5 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 the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

4.6 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.
IN WITNESS WHEREOF, the parties have hereunto set their hands.

THE CITY OF HUBER HEIGHTS, OHIO

BY: __________________________
    ROBERT SCHOMMER
    City Manager

APPROVED AS TO FORM:

BY: __________________________
    GERALD MCDONALD
    Legal Counsel

MONTGOMERY COUNTY
PUBLIC DEFENDER COMMISSION

BY: __________________________
    DIANNE F. MARX
    Chairman

BY: __________________________
    THERESA HAIRE
    Montgomery County
    Public Defender
CITY OF HUBER HEIGHTS  
STATE OF OHIO  
RESOLUTION NO. 2021-R-7060

AUTHORIZING THE PURCHASE OF EMPLOYEE HEALTH INSURANCE SERVICES FOR THE CITY OF HUBER HEIGHTS FOR FISCAL YEAR 2022 AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, the City Council must authorize the provision of fringe benefits to City employees; and

WHEREAS, health insurance can be purchased effectively and efficiently through non-competitive procurement methods.

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

Section 1. The City hereby waives the competitive bidding requirement and authorizes the City Manager to enter into contracts to purchase employee health insurance related services necessary to provide the benefits described in the Employee Personnel Manual and/or collective bargaining agreements. The authorization shall include, but not be limited to the provision of medical and prescription drug, life, dental, and vision plans and up to a $2,000 single/$4,000 family annual City contribution to each participating employee’s HSA and/or HRA account.

Section 2. The City Manager is authorized to enter into an agreement with Anthem for the City’s group Medical Plan for Fiscal Year 2022.

Section 3. The City Manager is authorized to enter into an agreement with MetLife for Fiscal Year 2022 dental and vision insurance benefits, and One America for Fiscal Year 2022 life insurance benefits.

Section 4. The cost for the provision of such insurance benefits for the Fiscal Year 2022 shall not exceed $3,500,000.00 without additional authorization by City Council.

Section 5. 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 6. That 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 22nd day of November, 2021;  
5 Yeas; 0 Nays.

Effective Date: November 22, 2021

AUTHENTICATION:  

Clerk of Council

Mayor

Date 11-23-21

Date 11-23-21
CITY OF HUBER HEIGHTS  
STATE OF OHIO  
RESOLUTION NO. 2021-R-7061

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

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

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

Section 1. The attached organizational chart, personnel staffing levels, and position control numbers as established hereafter is hereby adopted and effective December 19, 2021.

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

<table>
<thead>
<tr>
<th>City Council</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk of Council</td>
<td>1</td>
<td>504-101-2-2-01-F</td>
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<tr>
<td>Deputy Clerk of Council</td>
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<td>504-202-1-2-01-F</td>
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<tr>
<td>Public Records Technician</td>
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<td>504-213-1-2-01-P/H</td>
<td>20</td>
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Section 3. The authorized personnel staffing levels for the City Manager’s Office are as follows:

<table>
<thead>
<tr>
<th>City Manager’s Office</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
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<td>505-100-2-2-01-F</td>
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<tr>
<td>Assistant City Manager of Public Services</td>
<td>1</td>
<td>505-117-2-2-01-F</td>
<td>75</td>
</tr>
<tr>
<td>Assistant City Manager of Administrative Services</td>
<td>1</td>
<td>505-117-2-2-01-F</td>
<td>75</td>
</tr>
<tr>
<td>Administrative Assistant III</td>
<td>1</td>
<td>505-209-2-2-01-F</td>
<td>25</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Department of Public Safety</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Public Safety</td>
<td>1</td>
<td>505-116-2-2-01-F</td>
<td>75</td>
</tr>
</tbody>
</table>

Division of Fire

<table>
<thead>
<tr>
<th>Position</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Chief</td>
<td>1</td>
<td>102-401-2-2-01-F</td>
<td>70</td>
</tr>
<tr>
<td>Battalion Chief</td>
<td>4</td>
<td>102-403-1-1-01-04F</td>
<td>PS</td>
</tr>
<tr>
<td>Fire Lieutenant</td>
<td>10</td>
<td>102-404-1-1-01-10-F</td>
<td>Contract</td>
</tr>
<tr>
<td>Firefighter/Paramedic</td>
<td>39</td>
<td>102-405-1-1-01-39-F</td>
<td>Contract</td>
</tr>
<tr>
<td>Administrative Assistant III</td>
<td>2</td>
<td>102-200-1-2-01-02-F</td>
<td>25</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>1</td>
<td>102-200-1-2-01-P/H</td>
<td>10</td>
</tr>
<tr>
<td>Fire Inspector</td>
<td>1</td>
<td>102-501-1-2-01-F</td>
<td>30</td>
</tr>
<tr>
<td>Fire Inspector</td>
<td>3</td>
<td>102-501-1-2-01-03-P/H</td>
<td>30</td>
</tr>
<tr>
<td>Fire-Prevention Manager/Plans Review</td>
<td>1</td>
<td>102-502-1-2-01-P/H</td>
<td>40</td>
</tr>
<tr>
<td>Fire Fleet/Facility Mgt. Clerk</td>
<td>1</td>
<td>102-503-1-2-01-P/H</td>
<td>10</td>
</tr>
<tr>
<td>Auxiliary $1.00 per year</td>
<td>30</td>
<td>102-411-3-0-01-30-V</td>
<td>V</td>
</tr>
<tr>
<td>Chaplains – Fire</td>
<td>2</td>
<td>102-601-3-0-01-02-V</td>
<td>V</td>
</tr>
<tr>
<td>Medical Advisor</td>
<td>1</td>
<td>102-604-3-0-01-V</td>
<td>V</td>
</tr>
</tbody>
</table>

Division of Police

<table>
<thead>
<tr>
<th>Position</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Chief</td>
<td>1</td>
<td>101-406-2-2-01-F</td>
<td>70</td>
</tr>
<tr>
<td>Police Lieutenant</td>
<td>3</td>
<td>101-408-1-1-01-03-F</td>
<td>Contract</td>
</tr>
<tr>
<td>Police Sergeant</td>
<td>8</td>
<td>101-409-1-1-01-08-F</td>
<td>Contract</td>
</tr>
<tr>
<td>Police Officer</td>
<td>42</td>
<td>101-410-1-1-01-42-F</td>
<td>Contract</td>
</tr>
</tbody>
</table>
Administrative Assistant III 1 101-200-1-2-01-F 25
Police Accreditation Technician 1 101-515-1-1-01-F 30
Police Records Clerks 2 101-204-1-1-01-02-F Contract
Police Evidence/Fleet Mgt. Clerk 2 101-205-1-2-02-P/H 25
Communications/Records Manager 1 101-611-2-1-01-F 45
Communications/Records Supervisor 1 101-813-1-1-01-F 35
Communications Officer 14 111-602-1-1-01-14-F Contract
Chaplain – Police 3 101-601-3-0-01—03-V V

Division of Code Enforcement
Code Enforcement Manager 1 310-621-2-1-01-F 45
Code Enforcement Officer II 1 310-513-1-1-01-01-F 35
Code Enforcement Officer I 4 310-513-1-2-01-04-P/H 25
Seasonal Laborer 2 310-305-1-2-01-02-S S

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

<table>
<thead>
<tr>
<th>Department of Information Technology</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology Director 1</td>
<td>509-105-2-2-01-F</td>
<td>60</td>
</tr>
<tr>
<td>Information Technology Systems Analyst 2</td>
<td>509-609-1-2-02-F</td>
<td>45</td>
</tr>
<tr>
<td>Information Technology Systems Analyst 1</td>
<td>509-609-1-2-01-P/H</td>
<td>45</td>
</tr>
<tr>
<td>GIS Technician 1</td>
<td>509-510-1-1-01-F</td>
<td>35</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Department of Finance</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Finance 1</td>
<td></td>
<td>506-102-2-2-01-F</td>
<td>65</td>
</tr>
</tbody>
</table>

Division of Accounting
Deputy Director of Finance 1 506-602-2-2-01-F 50
Accounting Generalist 2 506-603-2-2-02F 40
Accounts Payable Technician 1 506-604-1-1-01-F 25
Payroll Technician 1 506-505-1-1-01-F 30
Account Technician 1 506-206-1-1-01-F 25

Division of Taxation
Tax Administrator 1 507-104-2-2-01-F 50
Assistant Tax Administrator 2 507-612-2-2-02-F 45
Tax Analyst 2 507-506-1-1-01-02-F 30
Tax Technician 6 507-507-1-1-01-06-F 20
Administrative Assistant I 3 507-212-1-2-01-03P/H 10

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

<table>
<thead>
<tr>
<th>Department of Public Services</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Public Services 1</td>
<td></td>
<td>505-114-2-2-01-F</td>
<td>75</td>
</tr>
</tbody>
</table>

Division of Engineering
City Engineer 1 320-106-2-2-01-F 65
Assistant City Engineer 1 320-119-2-2-01-F 55
Civil Engineer 1 320-605-2-2-01-01-F 50
Engineering Technician 2 320-509-1-1-02-F 35
Administrative Assistant III 1 320-200-1-2-01-F 25

Division of Public Works
Public Works Manager 1 401-108-2-2-01-F 60
Public Works Supervisor 1 401-109-1-1-01-F 50
Public Works Crew Leader 2 401-302-1-1-02-F Contract
Vehicle & Equipment Mechanic 3 401-300-1-1-03-F Contract
Maintenance Technician 20 401-301-1-1-20-F Contract
Administrative Assistant III 1 401-200-1-2-01-F 25
Custodian 1 401-305-1-2-01-F 10
Custodian 1 401-306-1-2-01-P/H 10

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

<table>
<thead>
<tr>
<th>Department of Economic Development</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development Director</td>
<td>1</td>
<td>305-111-2-2-01-F</td>
<td>60</td>
</tr>
<tr>
<td>Economic Development Coordinator</td>
<td>1</td>
<td>305-614-2-1-01-F</td>
<td>40</td>
</tr>
<tr>
<td>Community Engagement Specialist</td>
<td>1</td>
<td>305-615-2-1-01-F</td>
<td>40</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Department of Planning</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Planner</td>
<td>1</td>
<td>310-118-2-2-01-F</td>
<td>55</td>
</tr>
<tr>
<td>Administrative Assistant III</td>
<td>1</td>
<td>310-200-1-2-01-F</td>
<td>25</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>1</td>
<td>310-207-1-1-01-F</td>
<td>10</td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>1</td>
<td>310-207-1-2-01-P/H</td>
<td>10</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Department of Human Resources</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources Director</td>
<td>1</td>
<td>510-120-2-2-01-F</td>
<td>60</td>
</tr>
<tr>
<td>Human Resources Specialist</td>
<td>1</td>
<td>510-514-1-1-01-F</td>
<td>40</td>
</tr>
<tr>
<td>Human Resources Assistant</td>
<td>1</td>
<td>510-617-1-2-01-P/H</td>
<td>30</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Department of Parks and Recreation Facilities</th>
<th>No.</th>
<th>Position Control No.</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks Manager</td>
<td>1</td>
<td>216-616-2-2-01-F</td>
<td>45</td>
</tr>
<tr>
<td>Senior Center Program Coordinator</td>
<td>1</td>
<td>215-110-2-2-01-P/H</td>
<td>25</td>
</tr>
<tr>
<td>Seasonal Laborer – Music Center</td>
<td>125</td>
<td>219-306-1-2-01--125-S</td>
<td>S</td>
</tr>
<tr>
<td>Seasonal Laborer</td>
<td>4</td>
<td>216-303-1-2-01--04-S</td>
<td>S</td>
</tr>
</tbody>
</table>

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

Section 13. It is hereby 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 14. That this Resolution shall go into effect upon its passage as provided by law and the Charter of the City of Huber Heights.
Section 15. Position Control Number Explanation:

3. FLSA Status
4. Merit/Personnel System Status

1. Department/Division
2. Classification
5. Position Number
6. Employment Status

1. Department/Division: Number represents Fund Number in General Ledger:
   101-Police 305-Economic Dev. 401-Public Works 507-Tax
   102-Fire 310 Planning & Zoning 505-City Mgr. 509-I.T.
   215-Senior Center 320-Engineering 506-Accounting 510-H.R
   219 Parks & Recreation

2. Classification: Number for classification or rank to which position is assigned, divided into defined series as shown below:
   100-Administrative 300-Labor 500-Technical
   200-Clerical 400-Sworn Safety 600-Professional

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

4. Merit & Personnel System Status:
   01-Position is in Non-exempt service of city per Section 8.02 of Charter
   02-Position is in Exempt service of city per Section 8.02 of Charter

5. Position Number:
   Unique two-digit number for each employment position authorized by this Resolution.

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

Passed by Council on the 22nd day of November, 2021;
5 Yeas; 0 Nays.

Effective Date: November 22, 2021

AUTHENTICATION:

[Signatures]

Clerk of Council
Date 11-23-21

Mayor
Date 11-23-21
CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7062

ESTABLISHING AND/OR AMENDING THE SALARY RANGES AND WAGE LEVELS FOR EMPLOYEES OF THE CITY OF HUBER HEIGHTS, OHIO.

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

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

Section 1. The pay ranges, compensation procedures, and administrative rules for non-bargaining employees as established hereafter shall be effective for the pay period beginning December 19, 2021 through the pay period ending December 17, 2022.

Section 2. City Council shall be responsible for establishing the actual salaries for the City Manager, the Clerk of Council, and the Deputy Clerk of Council. The salary ranges of the City Manager, the Clerk of Council, and the Deputy Clerk of Council are set forth in the following plan document.

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.

THE CITY OF HUBER HEIGHTS

PERFORMANCE COMPENSATION PLAN FOR NON-BARGAINING EMPLOYEES

1. Compensation Philosophy
   It is the city's philosophy to support and enhance organizational performance through a fair, objective, and equitable merit-based pay plan which will attract, retain, and motivate high performing non-bargaining employees.

2. General Administrative Responsibilities
   The Human Resources Director, under the direction of the City Manager is responsible for the administration of the Performance Compensation Plan, including the processing of pay rate increases, the adjustment of pay for promotions, re-employments and reassignments, and the initiation of necessary revisions in pay ranges. The Human Resources Director is responsible for interpreting the application of the program to all pay issues which are not specifically covered by this ordinance, using the principles expressed herein as a policy guide.

3. Plan Administration
   A. Market Surveys. The Human Resources Director shall conduct market surveys every three years or from time to time in order to collect updated comparable and competitive salary data, recommend revised pay structures and pay ranges as necessary, and recommend revised merit-based pay procedures. Such surveys and recommendations shall be conducted as positions become vacant, or upon request of a department/division head, or upon the initiation of the Human Resources Director when it is determined necessary for the effective administration of the Performance Compensation Plan.
B. **Structure Adjustments.** Periodically, the Human Resources Director may recommend pay range adjustments to the City Manager in keeping with labor market trends, who in turn may make appropriate recommendations to City Council. Pay ranges (except for seasonal positions) shall include a minimum and maximum amount stated either as an annual salary or hourly rate.

C. **Assignment of Positions to Pay Ranges.** The Human Resources Director shall be responsible for assigning each city employment position to a pay range based on market data and the City Manager’s determination of the strategic value of positions and/or employees to the organization. Strategic value considerations may involve turnover, skill needs, attraction and retention issues, supply and demand for qualified applicants for particular positions, the impact of specific positions and employees on the organization’s mission, and/or other relevant factors.

4. **Applicability**

This resolution and Performance Compensation Plan shall apply to and is the sole authority for setting rates of pay for the following categories of positions and employees: All regular full-time, regular part-time, provisional full-time, provisional part-time, hourly, temporary, and seasonal employees of the City of Huber Heights, Ohio except: the Mayor; members of City Council, the City Law Director; and all employees who are members of a collective bargaining unit recognized by the State Employment Relations Board.

5. **Positions and Pay Ranges**

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Minimum Pay</th>
<th>Maximum Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>$13,8268</td>
<td>$20,5800</td>
</tr>
<tr>
<td>Custodian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant I</td>
<td>$28,759.74</td>
<td>$42,806.40</td>
</tr>
<tr>
<td>Fire Fleet/Facility Management Clerk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>$16,7304</td>
<td>$24,9000</td>
</tr>
<tr>
<td>Administrative Assistant II</td>
<td>$34,799.23</td>
<td>$51,792.00</td>
</tr>
<tr>
<td>Public Records Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>$16,7686</td>
<td>$27,3900</td>
</tr>
<tr>
<td>Account Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant III</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Clerk of Council</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Evidence/Fleet Management Clerk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Center Program Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Code Enforcement Officer I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>$18,4463</td>
<td>$30,1300</td>
</tr>
<tr>
<td>Police Accreditation Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax Analyst</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Inspector</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Human Resources Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>$19,3719</td>
<td>$31,6440</td>
</tr>
<tr>
<td>GIS Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering Technician</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Code Enforcement Officer II</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communications/Records Supervisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>$21,3058</td>
<td>$36,0900</td>
</tr>
<tr>
<td>Accounting Generalist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Engagement Specialist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Economic Development Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Human Resources Specialist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>$23,2395</td>
<td>$39,8350</td>
</tr>
<tr>
<td>City Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>$25,1751</td>
<td>$45,2000</td>
</tr>
<tr>
<td>City Law Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>$27,1107</td>
<td>$55,2250</td>
</tr>
<tr>
<td>City Manager (or designee)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum Pay</th>
<th>Mid-point Pay</th>
<th>Maximum Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seasonal Laborer</td>
<td>N/A</td>
<td>N/A</td>
<td>$14.00</td>
</tr>
<tr>
<td>Public Safety (PS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battalion Chief</td>
<td>2% below Step 2</td>
<td>14% above top step Fire Lieutenant</td>
<td></td>
</tr>
</tbody>
</table>

Employees are paid bi-weekly on an hourly or salary basis. The bi-weekly pay rate for salaried employees is a calculation of the annual pay rate divided by 26 and the bi-weekly amount for hourly employees is a calculation of the annual pay rate divided by 2080 hours, to include those budget years with 27 pay periods. The bi-weekly amount for part-time/hourly
employees, working less than a 40-hour week in a 2080 work year, is a calculation of the annual pay rate multiplied by the number of hours worked.

6. Compensation Adjustments

All of the following pay rate adjustments are subject to funding by City Council based upon the availability of funds and economic and budget projections and priorities.

A. New Hires. Newly hired employees shall be hired at a rate of pay between the minimum and maximum of the applicable pay range. The exact pay rate shall be based on the employee’s education, experience, knowledge, skills, and abilities. Prior to the making of a conditional offer of employment to a prospective new or newly promoted employee, the department/division head shall recommend a starting rate of pay which shall be forwarded to the Human Resources Manager for review and then to the City Manager for final action.

B. Completion of Probation. Department/division heads may recommend a pay increase, not to exceed 2%, for newly hired or promoted employees upon the successful completion of probation or one year of employment. The department/division head should consider the employee’s starting rate as related to their pay range, the pay of other employees in the position and in the employee’s division, and the employee’s performance in making this decision. Any such increase, upon approval by the City Manager, shall be paid from the division’s regular payroll budget.

C. Promotion. Employees who are promoted to positions with a higher level of duties and responsibilities shall be placed at a rate of pay between the minimum and maximum of the applicable pay range.

D. Demotion. Employees who are demoted to positions with a lower level of duties and responsibilities because of less than satisfactory performance, failure to meet job requirements, or for disciplinary reasons shall be placed at the minimum of the new range, or receive a pay decrease not to exceed 10%, whichever results in the least loss of pay.

E. Reassignment. Employees who are reassigned to positions with a lower pay grade through no fault of their own (i.e., reorganization, job abolishment, reduction-in-force, or market/technological factors, etc.), shall remain at their current rate of pay, or shall be placed at the minimum of the pay range, whichever is less. An employee who voluntarily requests and is granted a reassignment to a position with a lower pay grade will have their pay adjusted between the minimum and maximum of the lower pay grade.

F. Temporary Upgrade to a Higher Position. Employees who are temporarily assigned (for a minimum of 7 consecutive calendar days) to perform all of the duties and assume all of the responsibilities of a position due to a position vacancy or an approved leave of absence of a position incumbent shall be receive a pay increase not to exceed 5%. Temporary upgrades shall be recommended to the Human Resources Manager and approved by the City Manager in advance.

G. Modification of Pay Ranges. When a position’s pay range is modified upward, based on market data and/or strategic value, and the position is occupied, the incumbent shall retain his/her existing pay rate or be placed at the minimum of the new pay range, whichever is greater. When a position’s pay range is modified downward, and the position is occupied, the incumbent shall remain at his/her current rate of pay.

H. Transfers. Employees who transfer to another job in an identical pay range or to an identical position in another division in the same pay range, there will be no change in the employee’s rate of pay.

I. Transitional and Paid Intern Positions: In cases deemed necessary and appropriate by the City Manager, an appointment to a position in the non-exempt service which is not yet vacated, but which position incumbent has provided the City Manager with a written notice of resignation or retirement on a date certain, which date is within 90 days following the date of such appointment. In cases deemed necessary and appropriate by the City Manager, an appointment of a student intern may be made based on skill, experience, and the scope of the project to be completed.
7. Compensation Increases

The compensation of each employee shall be reviewed annually by the department director/division manager, or Mayor and Council, for the purpose of determining which employees may be entitled to a performance-based increase. All personnel records, performance, and experience shall be considered in making recommendations with major emphasis placed on the evaluation. The City Manager or Mayor and Council is authorized to pay non-union employees a performance-based increase provided that said increase is within the approved salary range for the respective position. The performance-based increase may also be provided in the form of a bonus. The annual performance-based increase is determined upon the availability of funds and economic and budget projections and priorities.

Providing the Collective Bargaining Agreements receive an annual increase, the City shall adjust the compensation of all non-union employees, to include employees of the City Council, to reflect the same annual increase within the respective year.

To be eligible for a performance-based increase, an employee must be employed with at least six months of continuous service before the merit award date.

An employee whose pay is at the maximum of the compensation range may not be granted an increase that would cause the base compensation to exceed the maximum of the range for that position. The employee would continue to be eligible for an annual increase and performance bonus, with a lump sum increase based upon the percentage increase. The pay range, however, does not change until a new market study is conducted, every three years, and a recommendation is made to revise pay structures and pay ranges as necessary.

Passed by Council on the 22nd day of November, 2021; 5 Yeas; 0 Nays.

Effective Date: November 22, 2021

AUTHENTICATION:

Clerk of Council 11-23-21

Date

Mayor 11-23-21

Date
CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7063

AUTHORIZING THE CITY MANAGER TO ENTER INTO CHANGE ORDERS WITH RESPECT TO THE CONSTRUCTION OF THE HUBER HEIGHTS VETERANS MEMORIAL PROJECT.

WHEREAS, in the completion of the parking lot repaving for the Veterans Memorial Project at Thomas A. Cloud Park, the subbase was found to be in a state of disrepair and additional work was requested to replace said subbase; and

WHEREAS, City Council has reviewed the request and finds that it is legitimate, necessary, not excessive and proper.

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

Section 1. Council authorizes additional expenses being in the nature of change orders to the Outdoor Enterprises contract previously approved by Council in Resolution No. 2021-R-6964 for parking lot construction and costs for services previously incurred in an amount not to exceed $20,420.28.

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 22nd day of November, 2021;

__5__ Yeas; __0__ Nays.

Effective Date: November 22, 2021

AUTHENTICATION:

Clerk of Council

Date

Mayor

Date
AUTHORIZING THE CITY MANAGER TO ENTER INTO THAT CERTAIN FOURTH AMENDMENT TO THE GRANT OF PUBLIC ACCESS EASEMENT AGREEMENT ORIGINALLY ENTERED INTO BETWEEN THE CITY AND DEC LAND CO I, LLC ON FEBRUARY 1, 2008 AS AMENDED.

WHEREAS, City Council by Ordinance No. 2007-O-1722 authorized the City Manager to enter into that certain Grant of Public Easement Agreement between the City and DEC Land Co. I LLC (Agreement) providing for an approximately 90-acre public access easement running through Carriage Trails Subdivision being developed by DEC Land Co. I LLC; and

WHEREAS, City Council by Resolution No. 2013-R-5864, Resolution No. 2015-R-6297 and Resolution No. 2018-R-6682 authorized the City Manager to enter into the First Amendment to the Grant of Public Easement Agreement ("First Amendment"), the Second Amendment to the Grant of Public Easement Agreement ("Second Amendment") and the Third Amendment to the Grant of Public Easement Agreement ("Third Amendment") between the City and DEC Land Co. I LLC providing for minor adjustments to the approximately 90-acre public access easement running through Carriage Trails Subdivision being developed by DEC Land Co. I LLC; and

WHEREAS, since the First, Second and Third Amendments were entered into, there has been significant development in the Carriage Trails Subdivision requiring multiple minor realignments of the Access Easement to be able to accommodate development at the same time maintaining integrity of the Access Easement; and

WHEREAS, the Agreement provides for the possibility of minor amendments being needed to the legal description of the Access Easement as dictated by the vagaries of development.

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

Section 1. Council has been presented with requests for minor adjustments to the Access Easement, has determined that such requests are appropriate and within the terms of the Agreement and said First, Second and Third Amendments, and therefore authorizes the City Manager to enter into the Fourth Amendment to the Grant of Public Access Easement Agreement, a copy of which is attached hereto as Attachment A.

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 22\textsuperscript{nd} day of November, 2021;

\begin{itemize}
  \item 5\quad Yeas; \quad 0\quad Nays.
\end{itemize}

Effective Date: November 22, 2021

AUTHENTICATION:

\begin{itemize}
  \item \underline{Clerk of Council}\quad \underline{Mayor}
\end{itemize}

\begin{itemize}
  \item \underline{Date}\quad \underline{Date}
\end{itemize}
FOURTH AMENDMENT TO THE GRANT OF
PUBLIC ACCESS EASEMENT AGREEMENT

This Fourth Amendment to the Grant of Public Access Easement Agreement (the “Fourth Amendment”) is executed by and between DEC Land Co. I LLC (the “Developer”) and the City of Huber Heights, Ohio (the “City”), to be effective ________, 2021.

WHEREAS, the Developer and the City entered into the Grant of Public Access Easement Agreement on February 1, 2008 (the “Agreement”), a First Amendment to the Grant of Public Access Easement Agreement on October 2, 2013 (the “First Amendment”), a Second Amendment to the Grant of Public Access Easement Agreement on or about November 25, 2018 (the “Second Amendment”) and a Third Amendment to the Grant of Public Access Easement Agreement effective October 31, 2018 (the “Third Amendment”). The First Amendment was recorded in the Miami County, Ohio Recorder’s Office on October 8, 2013, Instrument No. 2013OR-15555; the Second Amendment was recorded in the Miami County, Ohio Recorder’s Office on December 17, 2015, Instrument No. 2015OR-15258, and re-recorded on February 10, 2016, Instrument No. 2016OR-01648 to correct the prior instrument number; and the Third Amendment was recorded in the Miami County, Ohio Recorder’s Office on November 8, 2018, Instrument No. 2018OR-13802. The Developer and the City wish to further amend this Agreement;

WHEREAS, the Agreement provides for the amendment of the Agreement by the adding and subtraction of land as provided in Section 2.1 of the Agreement, which reads as follows:

“The Parties acknowledge and agree that: (i) the current depictions and legal descriptions of the Easement Area may be subject to change, from time to time, and that the Public Amenities actually developed within the Easement Area will be identified, in the course of development and construction of the Project Development, because of the uncertainties of the market and the exigencies of residential and commercial development processes; subject, however to the restrictions in the following paragraph on changes to the Easement Area and to the Public Amenities; (ii) that Developer must have latitude to revise the Easement Area and to determine the nature and timing of development of the Public Amenities as phases of the Project Development are commenced; and (iii) that any
resulting changes in the Easement Area will be documented in an amendment or amendments to this Agreement.

Developer acknowledges and agrees that no modifications shall be made to:

(a) Any Public Amenities, once constructed; or
(b) The Easement Area after December 20, 2012; or
(c) The Easement Area if the result would be to decrease the acreage of the Easement Area below 90 acres.

Developer shall give City at least 15 business days prior written notice of any proposed changes to the Easement Area. The City shall review the proposed changes to ensure proper coordination of the relocated portions of the Easement Area with the remaining unchanged Easement Area. Unless the changes to the Easement Area are so substantial as to be contrary to the Development Agreement and this Agreement, the City shall approve the same. If Developer has not been notified by City within the 15-business-day notice period of its objection to Developer’s proposed changes, the same shall be deemed approved by the City. All such changes to the Easement Area shall be at Developer’s sole cost and expense.”

WHEREAS, the Developer and the City wish to add land to and deduct land from the Easement Area.

NOW THEREFORE, the parties hereto agree as follows:

1. The Subtraction and Addition of Land. The Agreement provides that the parties may add or deduct from the Easement Area so long as the result would not decrease the acreage of the Easement Area below 90 acres. The Developer wishes to delete 0.229 acres, described in Exhibit A, from the Easement Area of the Agreement. The total acreage of the Easement Area shall exceed 90 acres after this subtraction.

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

3. Continued Effect of Amended and Restated Public Access Easement Agreement. The parties agree that except as expressly amended hereby, the Agreement shall continue in full force and effect. The parties further agree that to the extent of any conflicts between this Fourth Amendment and the Agreement, this Fourth Amendment shall govern.
WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed in their respective names, by their duly authorized representative, all as of the date first above written.

DEC LAND CO. I LLC

By: Carriage Trails at The Heights LLC
Its: Managing Member

By: William W. Keethler II
Printed: William W. Keethler II
Title: President

STATE OF OHIO
COUNTY OF FRANKLIN

On this 9th day of November, 2021, before me a Notary Public personally appeared William W. Keethler II, President of Carriage Trails at The Heights LLC, an Ohio limited liability company, Managing Member of DEC Land Co. I LLC, an Ohio limited liability company, the authorized representative of DEC Land Co. I LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of DEC Land Co. I LLC and the voluntary act and deed of DEC Land Co. I LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

CASSANDRA L. RIEHLE
Notary Public, State of Ohio
My Commission Expires 08-16-2025

Notary Public
CITY OF HUBER HEIGHTS, OHIO

By: ___________________________
Printed: ______________________
Title: Interim City Manager

STATE OF OHIO

COUNTY OF MONTGOMERY

On this _____ day of ____________, 2021, before me a Notary Public personally appeared the Interim City Manager, the authorized representative of the City of Huber Heights, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of the City of Huber Heights, Ohio and the voluntary act and deed of the City of Huber Heights, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

__________________________
Notary Public

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Huber Heights, Ohio under the foregoing Fourth Amendment, certifies hereby that the monies required to meet the obligations of the City during the year 2021 under the foregoing Fourth Amendment have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: ________________________ , 2021

__________________________
James Bell
Director of Finance
City of Huber Heights, Ohio
 Exhibit A
EXHIBIT A
DESCRIPTION OF PUBLIC ACCESS EASEMENT AREA "O"
TO BE PARTIALLY RELEASED
WEST OF CARRIAGE TRAILS PARKWAY
NORTH OF RED BUCKEYE DRIVE
HUBER HEIGHTS, OHIO

Situated in the State of Ohio, County of Miami, City of Huber Heights, being 0.229 acre of Public Access Easement Area “O” as described in a deed to the City of Huber Heights, Ohio, of record in Deed Volume 791, Page 881, located in Inlot 1080 as shown and delineated upon the plat “Dedication of Red Buckeye Drive Right-of-Way and Easements” a subdivision of record in Plat Book 25, Page 100, all references herein being to the records of the Recorder's Office, Miami County, Ohio and being more particularly described as follows:

Beginning at the northwesterly corner of Inlot 1196, as shown and delineated upon the plat “The Danbury Plat at Carriage Trails” subdivision of record in Plat Book 26, Page 29;

Thence South 05°19’05” West, along the westerly perimeter of said Inlot 1196, a distance of 56.84 feet to a point of intersection with said westerly perimeter and the perimeter of said Public Access Easement Area “O”;

Thence along said perimeter of Public Access Easement Area “O” and though said Inlot 1080 with the arc of a non-tangent curve to the right having a radius of 300.00 feet, a central angle of 79°54’19”, an arc length of 418.38 feet, a chord of which bears North 27°18’39” West, a chord distance of 385.29 feet to a point;

Thence continuing through said Inlot 1080 and through Public Access Easement Area “O” the following courses:

1. South 10°49’42” East, a distance of 119.97 feet to a point of curvature;
2. With the arc of a curve to the left having a radius of 275.00 feet, a central angle of 40°11’33”, an arc length of 192.91 feet, the chord of which bears South 30°55’28” East, a chord distance of 188.98 feet to a point;
3. South 84°40’55” East, a distance of 62.66 feet to the place of beginning and containing 0.229 acre of land to be released from Public Access Easement Area “O”.

Bearings herein are based on NAD 83 Ohio State Plane Coordinate System. Grid South Zone.

This description was prepared by IBI Group, Inc., Columbus, Ohio
CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7065

AUTHORIZING THE CITY MANAGER TO PURCHASE VARIOUS GOODS AND SERVICES REQUIRED FOR THE ONGOING NEEDS OF THE PUBLIC WORKS DIVISION FOR FISCAL YEAR 2022 AND WAIVING THE COMPETITIVE BIDDING REQUIREMENTS.

WHEREAS, the City of Huber Heights needs to purchase various goods and services to maintain ongoing operations and provide for public service; and

WHEREAS, joint purchasing through cooperation with other governmental agencies results in the most competitive prices on many more of these standard items; and

WHEREAS, authorization for such purchases must be obtained before any such purchases can occur in Fiscal Year 2022.

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

Section 1. The City Manager is hereby authorized to enter into a contract for the purchase of the following items in an amount not to exceed those indicated for each item during 2022:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Salt</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>Other Deicing Materials</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Tires and Tubes</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Traffic Paint and Glass Beads</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>Asphalt/Aggregate Material</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Tree Services</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Diesel Fuel</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>Gasoline</td>
<td>$300,000.00</td>
</tr>
</tbody>
</table>

Section 2. The City Manager is hereby authorized to participate in joint purchasing with other governmental agencies for these items as previously authorized by the City 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 22nd day of November, 2021;

5 Yea(s); 0 Nays.

Effective Date: November 22, 2021

AUTHENTICATION:

Clerk of Council

Mayor

Date 11-23-21

Date 11-23-21
CITY OF HUBER HEIGHTS
STATE OF OHIO

RESOLUTION NO. 2021-R-7066

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR ABANDONING THE JONETTA STREET PUMP STATION AND EXTENDING THE SANITARY SEWER AND WAIVING THE FORMAL BIDDING REQUIREMENTS.

WHEREAS, Council has determined to proceed with this project to abandon in place the existing pump station on Jonetta Street and extend the sanitary sewer south to an existing manhole on Brandonview Court; and

WHEREAS, the cost of the project will be in excess of $25,000; and

WHEREAS, City Council may waive the competitive bidding procedures whenever it deems to be in the best interest of the City to do so as defined in Section 171.12 of the Codified Ordinances of Huber Heights.

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

Section 1. The City Manager is hereby authorized to contract with Durst Brothers Excavating for Jonetta Street Pump Station and Sanitary Sewer Extension Project at a cost not to exceed $100,000.00.

Section 2. Consistent with the provisions of the City Charter and the Huber Heights Codified Ordinances, the competitive bidding requirements are hereby waived.

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

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

Passed by Council on the 22nd day of November, 2021;

5 Yeas; 0 Nays.

Effective Date: November 22, 2021

AUTHENTICATION:

\[\text{Clerk of Council} \quad 11-23-21\]
\[\text{Mayor} \quad 11-23-21\]