



The City of Huron, Ohio
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Agenda for the regular session of City Council
February 25, 2020 at 6:30p.m.

- I. Call to Order** Moment of Silence followed by the Pledge of Allegiance to the Flag
- II. Roll Call of City Council**
- III. Approval of Minutes** Minutes of regular Council meeting of February 11, 2020
- IV. Audience Comments** Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)
- V. Old Business**
- Legal Discussion re: ConAgra Property Swap
Legal Discussion re: Showboat Property
- Ordinance 2019-33 An ordinance amending the Huron Codified Ordinances relating to transient rental registrations (second reading).
- Ordinance 2019-34 An ordinance amending the Huron Codified Ordinance and instituting a lodging tax (second reading).
- VI. New Business**
- Resolution 2020-8 A resolution authorizing the Huron Fire Department to submit an Assistance to Firefighter Grant application.
- Resolution 2020-9 A resolution authorizing the City Manager to enter into a lease agreement with Huron Lagoons Marina for the 2020 swimming lessons program.
- Resolution 2020-10 A resolution authorizing the City Manager to enter into an agreement with the Huron Baseball and Softball Program for the 2020 season.
- Resolution 2020-11 A resolution authorizing placement of signs and banners by the Parks and Recreation Department for the 2020 program season.
- Resolution 2020-12 A resolution authorizing the City Manager to file a grant application to the Ohio Department of Transportation - Safe Routes to School Program.
- Resolution 2020-13 A resolution authorizing the City Manager to enter into an agreement confirming the joint acquisition, operation and maintenance of recreational facilities, and an agreement for the operation and maintenance of such facilities.

New Business (Cont.)

Resolution 2020-14	A resolution authorizing the City Manger to enter into a License Agreement with OCI Investment LLP operating under agreement with Lodging LLC for use of their property for City-sponsored events.
Resolution 2020-15	A resolution allowing the Parks and Recreation Department to apply for a grant from the Wightman-Wieber Charitable Foundation to purchase life jackets for the Life Jacket Loaner Program at Nickel Plate Beach.
Resolution 2020-16	A resolution affirming benefits negotiated for Executive Administrative Assistant/Clerk of Council Terri Welkener.
Motion	Motion to instruct the administration to prepare legislation authorizing City Council to engage outside legal counsel.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

Executive Session #1	Executive session to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual.
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XI. Adjournment



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Ordinance No. 2019-33
DATE: February 21, 2020

Subject Matter/Background

Ordinance No. 2019-33 is an ordinance amending Ordinance No. 2018-33, which was passed by Council on January 8, 2019.

Summary

Ordinance No. 2019-33 amends Chapter 1369-Transient Rental Property. The proposed amendments create a simplified procedure for ensuring that every "Transient Rental Property" in the City secures a valid "Transient Occupancy Registration Certificate" before renting any Transient Rental Property to a Transient Guest. The Certificate is required to be displayed on every Transient Rental Property in a location that is easily visible from the street or sidewalks. Under the new certification process, owners of Transient Rental Properties can secure a Certificate which lasts for a one-year period. Applications can be submitted beginning January 1, 2020, and properties must comply by May 1, 2020 or be subject to enforcement proceedings and penalties. On an annual basis, the Building Official or his designee, must present a report to Council which explains and justifies the fees to be charged for obtaining a certificate during the ensuing year. Council can approve or modify the cost of those fees by motion in an open meeting.

Financial Review

Upon implementation of the rental registration and inspection program, data collected will allow the city to forecast anticipated revenue and expense associated with the program and adjust the budget accordingly. Mr. Zimmerman has confirmed that required inspections identified in the ordinance would fall under the current scope of service within the Building Official agreement.

Legal Review

This matter has been reviewed and is properly before you.

Recommendation

If Council is in approval, the administration is recommending a motion to place Ordinance 2019-33 on its second reading would be in order.

ORDINANCE NO. 2019-33

Introduced by Trey Hardy

AN ORDINANCE AMENDING SECTIONS 1369.01-DEFINITIONS, 1369.02-PURPOSE, 1369.03 RENTAL LICENSE/CERTIFICATE OF OCCUPANCY, 1369.04-FEES, 1369.05-MAINTENANCE RESPONSIBILITIES, 1369.06-ENTRY AND INSPECTION, 1369.07-REPORTS AND REINSPECTION, AND 1369.08-CHANGE OF OWNERSHIP OF CHAPTER 1369 - TRANSIENT RENTAL PROPERTY OF THE CITY OF HURON CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Sections 1369.01-Definitions, 1369.02-Purpose, 1369.03-Rental License/Certificate of Occupancy, 1369.04-Fees, 1369.05-Maintenance Responsibilities, 1369.06-Entry and Inspection, 1369.07-Reports and Reinspection, and 1369.08-Change of Ownership of Chapter 1369 - Transient Rental Property of the Codified Ordinances of the City of Huron which currently reads as follows: (refer to Exhibit “A” attached), shall be and hereby are amended.

SECTION 2. That Sections 1369.01-Definitions, 1369.02-Purpose, 1369.03-Rental License/Certificate of Occupancy, 1369.04-Fees, 1369.05-Maintenance Responsibilities, 1369.06-Entry and Inspection, 1369.07-Reports and Reinspection, and 1369.08-Change of Ownership of Chapter 1369 - Transient Rental Property of the Codified Ordinances of the City of Huron are hereby amended to read as follows: (refer to Exhibit “B” attached).

SECTION 3. That Sections 1369.01-Definitions, 1369.02-Purpose, 1369.03-Rental License/Certificate of Occupancy, 1369.04-Fees, 1369.05-Maintenance Responsibilities, 1369.06-Entry and Inspection, 1369.07-Reports and Reinspection, and 1369.08-Change of Ownership of Chapter 1369 - Transient Rental Property of the Codified Ordinances of the City of Huron, as existing prior to the adoption of this Ordinance shall be, and the same hereby are, repealed.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 5. This ordinance will take effect upon passage and shall not be subject to referendum per Sec. 3.06 of the Charter for the City of Huron.

Sam Artino, Mayor

ATTEST: _____

Clerk of Council

ADOPTED: _____

CHAPTER 1369
Transient Rental Property

1369.01	Definitions.	1369.06	Entry and inspections.
1369.02	Purpose.	1369.07	Reports and reinspection.
1369.03	Rental license/certificate of occupancy	1369.08	Change of ownership.
1369.04	Fees.	1369.09	Severability.
1369.05	Maintenance responsibilities.	1369.99	Penalty; legal action.

CROSS REFERENCES

Appeal, hearing and variances - see BLDG. Ch. 1355
 Condemnation proceedings - see BLDG. Ch. 1357
 Removal of unsafe buildings - see BLDG. Ch. 1358

1369.01 DEFINITIONS.

As used in this chapter:

- (a) "Agent" or "Person in Charge" means any individual, person, firm, partnership, corporation or company acting on behalf of the property owner of a residential rental.
- (b) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
- (c) "Rental agreement" means any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions concerning the use and occupancy of residential premises by one of the parties.
- (d) "Residential premises" means a dwelling unit for residential use and occupancy and the structure of which it is a part, the facilities and appurtenances unit, and the grounds, areas, and facilities for the use of tenants generally or the use of which is promised the tenant.
- (e) "Life Safety Inspection" means that inspection performed by the Building Official consisting of the following:
 - (1) Testing of all electrical receptacles;
 - (2) Check for and test smoke detectors and CO2 detectors;
 - (3) Check for improper wiring;
 - (4) Check electrical panel;
 - (5) Check all light fixtures at all stairways and exterior doors;
 - (6) Check furnace and water heaters;
 - (7) Check for leaking water, gas and waste lines;
 - (8) Check for removal of all refuse, garbage and debris.
 (Ord. 2018-33. Passed 1-8-19.)

1369.02 PURPOSE.

The purpose and intent of this section is to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of properties being utilized for transient occupancy within the City. (Ord. 2018-33. Passed 1-8-19.)

1369.03 RENTAL LICENSE/CERTIFICATE OF OCCUPANCY.

(a) Required. There is hereby created a Residential Rental Property Registration System for the City of Huron that requires owners of residential rental property units located within the City to register each of their rental units. Rental units will be required to be renewed within thirty (30) days of any ownership change. The owner/operator of the rental unit shall comply with the following:

- (1) A property being utilized as a transient rental property shall visibly display a Rental License/Certificate of Occupancy outside the main entry of the property.
- (2) No person shall be allowed to transient rent a dwelling that is in violation of the City of Huron's health code, building code, or zoning regulations.
- (3) No person shall display a Rental License/Certificate of Occupancy or allow transient occupancy of a dwelling that has had its License/Certificate suspended, revoked, or denied.
- (4) No person shall allow a dwelling to be listed or advertised as a transient rental prior to obtaining a valid Rental License/Certificate of Occupancy.
- (5) No person shall allow a dwelling to be listed or advertised as a transient rental if the Rental License/Certificate of Occupancy has been suspended, revoked, or denied

(b) Issuance.

- (1) Application for a Rental License/Certificate of Occupancy required by the provisions of this chapter shall be made by supplying the information and date to determine the compliance with the requirements of the Life Safety Inspection and compliance with the Residential Building Code of Ohio and Property Maintenance Code for the City of Huron for the existing use or occupancy or the intended use or occupancy on forms supplied by the Building Department. Upon completion of such application and submission of the required fee, the Building Official shall issue a Rental License. Upon obtaining a Rental License, the owner, agent or person in charge of any building or unit thereof shall comply with the provisions of this Chapter to obtain a Certificate of Occupancy.
- (2) The Building Official shall cause a general inspection of the building and premises to be made.
- (3) If it is found that a building and premise is in compliance with the inspection provisions of this chapter regarding a Life Safety Inspection, the Building Official shall issue a Certificate of Occupancy for such building and the rental units thereof which shall contain the following information: the name, address and telephone number of the owner(s); the address of each structure and premises with a rental unit; the number of rental units within each structure and premises; and, if someone other than the owner(s) is responsible for maintenance or repairs to a rental unit, the name, address and telephone number of the person(s) or entity responsible for such maintenance or repairs, along with identification of the rental units for which they are responsible.

(c) Revocation. The Building Official shall have the power to revoke a Rental License/Certificate of Occupancy if any false statement shall be made by the applicant in connection with the issuance of such certificate, or for the noncompliance of a building or rental unit thereof with the requirements of this chapter, or the owner, agent or person in charge of a building or rental unit thereof shall refuse to comply with any provisions of this chapter.

(d) Term. A Rental License/Certificate of Occupancy issued pursuant to this chapter shall be valid for twenty-four months from the application date or until a change in ownership of the rental unit. (Ord. 2018-33. Passed 1-8-19.)

1369.04 FEES.

(a) Registration Fee. All rental units, including but not limited to, single family buildings or residential units located within a single building shall pay the registration fee for a Rental License/Certificate of Occupancy. Fees shall not be prorated for partial year issuance.

One Rental Unit	\$50.00
Two to Five Rental Units	\$100.00
Six or more Rental Units	\$100.00 plus \$15.00 per unit

(b) Reinspection Fee. The initial inspection and a maximum of one reinspection is of the rental unit is included in the application fee paid to the City for the Rental License/Certificate of Occupancy. Any subsequent reinspection will require a reinspection fee of \$50.00 per rental unit. (Ord. 2018-33. Passed 1-8-19.)

1369.05 MAINTENANCE RESPONSIBILITIES.

(a) The code used in determining whether the conditions of property and premises are maintained in an approved manner shall be the Property Maintenance Code as adopted or may be amended by the City of Huron, and the Residential Building Code of Ohio.

(b) The owner(s), agent(s) or person(s) in charge of every residential rental unit or structure shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of this chapter and the requirements established by the City administratively. The owner shall also be responsible to maintain in a safe and sanitary condition the shared or common areas of the premises.

(c) The occupant(s) of a residential rental unit or premises shall be responsible for maintaining in a safe and sanitary condition that part of the unit and premises which he or she occupies and controls. In addition, such occupant shall be responsible for maintain in a safe condition all equipment and appliances which he or she owns.
(Ord. 2018-33. Passed 1-8-19.)

1369.06 ENTRY AND INSPECTION.

(a) The Building Official is authorized and directed to cause exterior inspections to be made of all dwellings, and the grounds surrounding such dwellings located within the City of Huron, with the inspection to include only those items which can be inspected by lawful means. In the event the Building Official has reason to believe that a code violation may have occurred within a dwelling unit, he is authorized and directed to inspect the remainder of the premises. The owner, operator or occupant of every rental unit may, upon the request of the Building Official, give the Building Official free access to the property, at reasonable times, for the purpose of inspection. In the event access to the premises is refused, the Building Official with the assistance of the Law Director may obtain an administrative warrant from a court of competent jurisdiction in order to gain access to the premises. In the event an administrative warrant cannot be obtained, then the inspection shall include only those items which can be inspected by lawful means. This chapter shall not be construed to require an owner, operator or occupant to consent to a warrantless inspection of property except as provided by law.

(b) All owners/operators of rental units within the City of Huron shall cause to have each rental unit inspected by the Building Official on an annual basis to determine compliance with this Chapter. A failure to permit the inspection shall be cause for revocation of the Rental License/Certificate of Occupancy. (Ord. 2018-33. Passed 1-8-19.)

1369.07 REPORTS AND REINSPECTION.

(a) Upon completion of an inspection, an inspection report will be issued to the agent/owner of the rental unit within fourteen (14) days.

(b) Violations enumerated in the inspection report shall be abated by the owner/operator of the rental unit within thirty (30) days from the date of the inspection report. A reinspection shall be required to verify that the violations have been corrected. The owner/operator of the rental unit shall contact the Building Official to schedule the required reinspection.

(c) Failure to correct the violations within thirty (30) days from the inspection report date shall constitute a violation of this chapter and may result in the revocation of the Rental License. (Ord. 2018-33. Passed 1-8-19.)

1369.08 CHANGE OF OWNERSHIP.

Any person selling or otherwise relinquishing ownership control of a rental unit shall notify the Building Official of said change in ownership within fourteen (14) calendar days of the effective date of the transfer. Such notice shall be in writing and shall include: the name, address and telephone number of the new owner, and the name, address and telephone number of the previous owner. Rental registration shall not be transferred or assigned to any property owner, or to any dwelling rooming unit, other than to who and for which it was issued. New owners must register rental units in accordance with the provisions of this code. (Ord. 2018-33. Passed 1-8-19.)

1369.09 SEVERABILITY.

The provisions of these regulations shall be severable and should any section or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid. (Ord. 2018-33. Passed 1-8-19.)

1369.99 PENALTY; LEGAL ACTION.

(a) Whoever violates any provision of this chapter or any rule or regulation promulgated thereunder or fails to comply therewith or with any written notice or written order issued thereunder shall be guilty of a first degree misdemeanor and subject to a maximum fine of one thousand dollars (\$1,000.00) or a maximum imprisonment term of six (6) months or both, with the special restriction that each violation shall result in at least a minimum fine of two hundred fifty dollars (\$250.00).

(b) The imposition of any penalty as provided for in this chapter shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance, to restrain, correct or abate a violation, the prevent the occupancy of a building, or premises, or to require compliance with the provisions of this chapter or other applicable laws, ordinances, rules or regulations.
(Ord. 2018-33. Passed 1-8-19.)

CHAPTER 1369
Transient Rental Property

1369.01	Definitions.	1369.06	Entry and inspections.
1369.02	Purpose.	1369.07	Reports and reinspection.
1369.03	Rental license/certificate of occupancy.	1369.08	Change of ownership.
1369.04	Fees.	1369.09	Severability.
1369.05	Maintenance responsibilities.	1369.99	Penalty; legal action.

CROSS REFERENCES

Appeal, hearing and variances - see BLDG. Ch. 1355

Condemnation proceedings - see BLDG. Ch. 1357

Removal of unsafe buildings - see BLDG. Ch. 1358

1369.01 DEFINITIONS.

As used in this chapter:

- (a) "Agent" or "Person in Charge" means any individual, person, firm, partnership, corporation or company acting on behalf of the property owner of a residential rental.
- (b) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
- (c) "Rental agreement" means any agreement or lease, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions concerning the use and occupancy of residential premises by one of the parties.
- (d) "Residential premises" means a dwelling unit for residential use and occupancy and the structure of which it is a part, the facilities and appurtenances unit, and the grounds, areas, and facilities for the use of tenants generally or the use of which is promised the tenant.
- (e) "Life Safety Inspection" means that inspection performed by the Building Official or his designee that consists of the following:
 - (1) Testing of all electrical receptacles;
 - (2) Check for and test smoke detectors and CO2 detectors;
 - (3) Check for improper wiring;
 - (4) Check electrical panel

- (5) Check all light fixtures at all stairways and exterior doors;
 - (6) Check furnace and water heaters;
 - (7) Check for leaking water, gas and waste lines;
 - (8) Check for removal of all refuse, garbage and debris.
- (f) “Transient Guest” has the same meaning as the term is used in Section 189.02(k) of the Codified Ordinances.
- (g) “Transient Rental Property” means any Dwelling Unit, Residential Premises, or any other residential property being utilized or otherwise made available for rent to Transient Guests within the City.

1369.02 PURPOSE.

The purpose and intent of this section is to regulate the health, safety and wellness of the public, including the owners, occupants, and neighboring property owners of any Transient Rental Property.

1369.03 TRANSIENT OCCUPANCY REGISTRATION CERTIFICATE.

- (a) Required. Effective January 1, 2020, there is hereby created a Residential Rental Property Registration System for the City of Huron that requires owners of Transient Rental Property to register with the City each and every individual Transient Rental Property in the City. Beginning May 1, 2020, every Transient Rental Property must be issued a Transient Occupancy Registration Certificate before being used or otherwise made available for rent to a Transient Guest. If the ownership of any Transient Rental Property changes, then the new owner shall secure a new Transient Occupancy Registration Certificate within thirty (30) days of any ownership change. The owner/operator of each Transient Rental Property shall comply with the following:
- (1) Any Transient Rental Property shall display a Transient Occupancy Registration Certificate in a location that can be easily observed from public streets or sidewalks.
 - (2) No person shall be allowed to make a Transient Rental Property available for rent to Transient Guests if such Transient Rental Property is in violation of any of the provisions of the City of Huron's health code, building code, or zoning regulations.
 - (3) No person shall display a Transient Occupancy Registration Certificate or rent a Transient Rental Property if said Transient Rental Property has had its Transient Occupancy Registration Certificate suspended, revoked, or denied.
 - (4) No person shall allow a Transient Rental Property to be listed or advertised for rent to Transient Guests prior to obtaining a valid Transient Occupancy Registration Certificate.
 - (5) No person shall allow a Transient Rental Property to be listed or advertised for rent to Transient Guests if the Transient Occupancy Registration Certificate has been suspended, revoked, or denied.

(b) Issuance.

- (1) Application for a Transient Occupancy Registration Certificate required by the provisions of this chapter shall be made by supplying the information and date to determine the compliance with the requirements of the Life Safety Inspection requirements set forth in this Chapter, as well as all applicable provisions the Codified Ordinances of the City of Huron which govern the existing use or occupancy or the intended use or occupancy of property and the regulations governing all buildings and structures on such properties on forms supplied by the Building Department and/or the Administrator, as the term is used in Chapter 189 of the Codified Ordinances. Upon completion of such application and submission of the required fee, the Building Official or his designee shall issue a Transient Occupancy Registration Certificate. Upon obtaining a Transient Occupancy Registration Certificate, the owner, agent or person in charge of any Transient Rental Property shall comply with the provisions of this Chapter.
- (2) The Building Official or his designee shall cause a general inspection of any Transient Rental Property that is or will be made available for rent to Transient Guests.
- (3) If it is found that a Transient Rental Property to be made available for rent to Transient Guests is in compliance with the inspection provisions of the City Building Code, the Building Official or his designee shall issue a Transient Occupancy Registration Certificate for such Transient Rental Property which shall contain the following information: the name, address and telephone number of the owner(s); the address of each Transient Rental Property; and, if someone other than the owner(s) is responsible for maintenance or repairs to said Transient Rental Property, the name, address and telephone number of the person(s) or entity responsible for such maintenance or repairs.

(c) Revocation. The Building Official or his designee shall have the power to revoke a Transient Occupancy Registration Certificate if any false statement is made by the applicant in connection with the issuance of such certificate, or for the noncompliance of a Transient Rental Property with the requirements of this chapter, or the if the owner, agent or person in charge of a Transient Rental Property refuses to comply with any provisions of this chapter.

(d) Term. A Transient Occupancy Registration Certificate issued pursuant to this chapter shall be valid for twelve months from the application date or until a change in ownership occurs. Applications will be reviewed on a rolling basis. From the time an application is submitted until an inspection report is completed and issued to the applicant, the applicant is deemed to have an approved temporary Transient Occupancy Registration Certificate whose duration shall last only from the date an application is submitted (along with all required fees) until the date when the inspection report is completed.

1369.04 FEES.

- (a) Registration Fee. On or before January 15 of each year, the Building Official and the Administrator, as the term is defined by Chapter 189 of the Codified Ordinances, shall present to City Council a fee schedule that itemizes the fees charged to applicants for a Transient Occupancy Registration Certificate. Council may approve or modify the proposed fee schedule upon motion and affirmative vote of a simple majority of Council.

1369.05 MAINTENANCE RESPONSIBILITIES.

- (a) The owner(s), agent(s) or person(s) in charge of every Transient Rental Property shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of applicable requirements of Title 13 of the Codified Ordinances and the requirements established by the City administratively. The owner shall also be responsible to maintain in a safe and sanitary condition the shared or common areas of the premises.
- (b) The occupant(s) of a Transient Rental Property shall be responsible for maintaining in a safe and sanitary condition that part of the unit and premises which he or she occupies and controls. In addition, such occupant shall be responsible for maintain in a safe condition all equipment and appliances which he or she owns.

1369.06 ENTRY AND INSPECTION.

- (a) The Building Official or his designee is authorized and directed to cause inspections to be made of all Dwelling Units, Residential Premises, or any other residential property to be listed or advertised for rent to Transient Guests which is subject to this Chapter 1369 of the Codified Ordinances, and the grounds surrounding such properties located within the City of Huron, with the inspection to include only those items which can be inspected by lawful means. The owner, operator, or occupant of every rental unit may, upon the request of the Building Official or his designee, give the Building Official or his designee free access to the property, at reasonable times, for the purpose of inspection. In the event access to any private property is refused, the Building Official or his designee with the assistance of the Law Director may obtain an administrative warrant from a court of competent jurisdiction in order to gain access to the property. In the event an administrative warrant cannot be obtained, then the inspection shall include only those items which can be inspected by lawful means. This chapter shall not be construed to require an owner, operator or occupant to consent to a warrantless inspection of private property.
- (b) All owners/operators of Transient Rental Property within the City of Huron shall cause to have each Transient Rental Property inspected by the Building Official or his designee on an as-needed basis to determine compliance with this Chapter. A failure to permit the inspection shall be cause for revocation of the Transient Occupancy Registration Certificate.

1369.07 REPORTS AND REINSPECTION.

- (a) Upon completion of an inspection, an inspection report will be issued to the agent/owner of the Transient Rental Property within fourteen (14) days. If the Building Official and his designee(s) cannot complete an inspection report within fourteen (14) days, then the Transient Rental Property Registration Certificate shall be deemed to be temporarily approved until such time as the required inspection or reinspection is completed.
- (b) Violations enumerated in the inspection report shall be abated by the owner/operator of the Transient Rental Property within thirty (30) days from the date of the inspection report. A reinspection shall be required to verify that the violations have been corrected. The owner/operator of the Transient Rental Property shall contact the Building Official or his designee to schedule the required reinspection.
- (c) Failure to correct the violations within thirty (30) days from the inspection report date shall constitute a violation of this chapter and may result in the revocation of the Transient Occupancy Registration Certificate.

1369.08 CHANGE OF OWNERSHIP.

Any person selling or otherwise relinquishing ownership or control of a Transient Rental Property shall notify the Building Official of said change in ownership within fourteen (14) calendar days of the effective date of the transfer. Such notice shall be in writing and shall include: the name, address and telephone number of the new owner, and the name, address and telephone number of the previous owner. Rental registration shall not be transferred or assigned to any property owner. New owners must register Transient Rental Property in accordance with the provisions of this code.

1369.09 SEVERABILITY.

The provisions of these regulations shall be severable and should any section or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

1369.99 PENALTY; LEGAL ACTION.

- (a) Whoever violates any provision of this chapter or any rule or regulation promulgated thereunder or fails to comply therewith or with any written notice or written order issued thereunder shall be guilty of a first degree misdemeanor and subject to a maximum fine of one thousand dollars (\$1,000.00) or a maximum imprisonment term of six (6) months or both, with the special restriction that each violation shall result in at least a minimum fine of two hundred fifty dollars (\$250.00).
- (b) The imposition of any penalty as provided for in this chapter shall not preclude the Director of Law from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance, to restrain, correct or abate a violation, to prevent the occupancy of a building, or premises, or to require compliance with the provisions of this chapter or other applicable laws, ordinances, rules or regulations.



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Ordinance No. 2019-34
DATE: February 6, 2020

Subject Matter/Background

Ordinance No. 2019-34 amends four sections of Chapter 189-Lodging Tax of the Codified Ordinances. Exhibit A of the ordinance is the Lodging Tax as it currently exists with Exhibit B representing the proposed modifications.

Under current legislation, the lodging tax is applicable to hotels. A hotel by definition has five or more rooms for accommodating guests. Under the proposed legislation, the new category of transient accommodation is created. Transient accommodations contain less than five rooms for accommodating guests and would incorporate short term weekly/weekend rental houses. By definition, a transient accommodation is available for less than thirty days rental. These properties are not currently subject to the 3% lodging tax. Additionally, the legislation will require owner/operators of all transient rental properties to register with the city.

Erie County and Sandusky passed similar legislation in 2018 and the matter has been discussed throughout the year at the Finance Committee and City Council levels and identified as a legislative item for consideration. The Erie County Auditor's office has established an internal mechanism to manage the additional lodging tax collections.

Financial Review

A conservative estimate of \$50,000 in revenue has been included in the 2020 proposed budget to be directed to the Recreation Fund as is currently being done with receipted bed tax revenue.

Legal Review

This matter has been reviewed and is properly before you.

Recommendation

If Council is in support of the request, a motion to place Ordinance 2019-34 on its second reading would be in order.

ORDINANCE NO. 2019-34

Introduced by Trey Hardy

AN ORDINANCE AMENDING SECTIONS 189.02-DEFINITIONS, 189.03-IMPOSITION OF TAX, 189.07-STATEMENT AND CHARGE OF TAX, AND 189.08-REGISTRATION OF CHAPTER 189 - LODGING TAX OF THE CITY OF HURON CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That Sections 189.02- Definitions, 189.03-Imposition of Tax, 189.07- Statement and Charge of Tax, and 189.08-Registration of Chapter 189 – Lodging Tax of the Codified Ordinances of the City of Huron which currently reads as follows: (refer to Exhibit “A” attached), shall be and hereby are amended.

SECTION 2. That Sections 189.02- Definitions, 189.03-Imposition of Tax, 189.07- Statement and Charge of Tax, and 189.08-Registration of Chapter 189 – Lodging Tax of the Codified Ordinances of the City of Huron are hereby amended to read as follows: (refer to Exhibit “B” attached).

SECTION 3. That Sections 189.02- Definitions, 189.03-Imposition of Tax, 189.07- Statement and Charge of Tax, and 189.08-Registration of Chapter 189 – Lodging Tax of the Codified Ordinances of the City of Huron, as existing prior to the adoption of this Ordinance shall be, and the same hereby are, repealed.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 5. This ordinance will take effect upon passage and shall not be subject to referendum per Sec. 3.07 of the Charter for the City of Huron.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EXHIBIT A

CHAPTER 189 Lodging Tax

189.1	Purpose.	189.11	Penalties and interest.
189.2	Definitions.	189.12	Failure to collect; assessments; refunds.
189.3	Imposition of tax.	189.13	Appeals.
189.4	Exemptions.	189.14	Collection.
189.5	False evidence of tax-exempt status.	189.15	Collection of tax after termination of chapter.
189.6	Payment by transient guest.	189.16	Disposition of funds collected.
189.7	Statement and charge of tax.	189.17	Separability.
189.8	Registration.	189.99	Violations; penalty.
189.9	Records.		
189.10	Returns and payment.		

CROSS REFERENCES

State Authority- see Ohio R.C. 5739.08
City Income Tax - see Ch. 185

189.1 PURPOSE.

To provide revenues for the general fund to be used for municipal purposes including but not limited to the promotion of tourism in the City and all matters related thereto, this lodging tax is established.
(Ord. 2005-2. Passed 1-24-05.)

189.2 DEFINITIONS.

As used in this chapter, the following words shall have the meaning ascribed to them in this Section, except as and if the context clearly indicates or requires a different meaning.

- (a) "Administrator" means the individual designated pursuant to Chapter 185, who is to administer and enforce the provisions of this chapter.
- (b) "Board of Review" means the Board of Review created by and constituted as provided in Section 185.12.
- (c) "City" means the City of Huron, Ohio.
- (d) "Hotel" means every establishment kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are offered to guests, in which five or more rooms are used for the accommodation of such guests, whether such rooms are in one or several structures (including but not limited to motels and bed and breakfast establishments).

- (e) "Occupancy" means the use or possession, or the right to the use or possession, of any room or rooms or space or portion thereof, in any hotel for dwelling, lodging or sleeping purposes. The use or possession or the right to use or possess any room or any suite of connecting rooms as office space, banquet or private dining rooms, or exhibit, sample or display space shall not be considered occupancy within the meaning of this definition unless the person exercising occupancy uses or possesses, or has the right to use or possess, all or any portion of such room or suite of rooms for dwelling, lodging or sleeping purposes.
- (f) "Operator" means any person who is the proprietor of a hotel, whether in the capacity of owner, lessee, licensee or any other capacity. Where the operator performs his functions through a managing agent of any type or character, other than an employee, the managing agent shall be deemed an operator for the purposes of this Chapter and shall have the same duties and liabilities as his or her principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.
- (g) "Person" means a "person" as defined in Section 185.02(v).
- (h) "Rent" means the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or service of any kind or nature, and also any amount for which the occupant is liable for the occupancy without any deduction therefrom whatsoever.
- (I) "State" means the State of Ohio.
- (j) "Transient Guests" means persons occupying a room or rooms for sleeping accommodations for less than 30 consecutive days.
(Ord. 2005-2. Passed 1-24-05.)

189.3 IMPOSITION OF TAX.

(a) For the purpose of providing revenue for the purpose set forth in Section 189.01, an excise tax is levied on transactions by which lodging by a hotel is or is to be furnished to transient guests.

(b) The tax is 3% on all rents paid or to be paid by transient guests for the lodging. Such tax constitutes a debt owed by the transient guest to the City, which debt is extinguished only by payment to the operator as trustee for the City, or to the City. The tax applies and is collectible at the time the lodging is furnished regardless of the time when the rent is paid.

(c) For the purpose of the proper administration of this Chapter and to prevent the evasion of the tax, it is presumed that all lodging furnished by hotels in the City to transient guests is subject to the tax until the contrary is established.
(Ord. 2005-2. Passed 1-24-05.)

189.4 EXEMPTIONS.

(a) No tax shall be imposed under this chapter on:

- (1) Rents not within the taxing power of the City under the Constitution or laws of the State or the United States of America; or
- (2) Rents paid by the City or any of its political subdivisions.

(b) No exemption claimed under (a) above shall be granted except on a claim therefor made at the time the rent is collected and under penalty of perjury on a form prescribed by the Administrator. All claims of exemption shall be made in the manner prescribed by the Administrator. (Ord. 2005-2. Passed 1-24-05.)

189.5 FALSE EVIDENCE OF TAX-EXEMPT STATUS.

No transient guest shall refuse to pay the full tax as required by this chapter or present to the operator false evidence indicating that the lodging as furnished is not subject to the tax. (Ord. 2005-2. Passed 1-24-05.)

189.6 PAYMENT BY TRANSIENT GUEST.

(a) The tax imposed by this chapter shall be paid by the transient guest to the operator, and each operator shall collect from the transient guest the full and exact amount of the tax payable on each taxable lodging.

(b) If the transaction is claimed to be exempt, the transient guest must furnish to the operator, and the operator must obtain from the transient guest, a certificate specifying the reason that the sale is not legally subject to the tax. If no certificate is obtained, it shall be presumed that the tax applies.

(Ord. 2005-2. Passed 1-24-05.)

189.7 STATEMENT AND CHARGE OF TAX.

(a) The tax to be collected shall be stated and charged separately from the rent and shown separately on any record thereof, at the time when the occupancy is arranged or contracted and charged for, and on every evidence of occupancy or any bill or statement or charge made for such occupancy issued or delivered by the operator. The tax shall be paid by the occupant to the operator as trustee for and on account of the City and the operator shall be liable for the collection thereof and for the remittance of the tax to the Administrator.

(b) No operator of a hotel shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner hereinafter provided.

(Ord. 2005-2. Passed 1-24-05.)

189.8 REGISTRATION.

Within 30 days after the effective date of Ordinance 2005-2, passed January 24, 2005 or within 30 days after commencing business, whichever is later, each operator of any hotel renting lodging to transient guests shall register the hotel with the Administrator and obtain from the Administrator a Transient Occupancy Registration Certificate, which Certificate shall be at all times posted in a conspicuous place on the premises. The Certificate shall, among other things, state the following:

- (a) The name of the operator;
- (b) The address of the hotel;
- (c) The date upon which the Certificate was issued; and
- (d) "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Lodging Tax Ordinance by registering with the Administrator of the City of Huron for the purpose of collecting from transient guests the Lodging Tax and remitting that tax to the Administrator of the City of Huron. This Certificate does not constitute a permit."

(Ord. 2005-2. Passed 1-24-05.)

189.9 RECORDS.

Each operator shall keep complete and accurate records of lodging furnished, together with a record of the tax collected thereon, which shall be the amount due under this chapter, and shall keep all invoices and other pertinent documents. If the operator furnishes lodging not subject to the tax, the operator's records shall show the identity of the transient guest, if the sale was not exempted by reason of such identity, or the nature of the transaction if exempted for any other reason. The records and other documents shall be opened during business hours to the inspection of the Administrator and shall be preserved for a period of three years, unless the Administrator, in writing, consents to their destruction within that period, or unless the Administrator orders that such records be kept for a longer period of time.

(Ord. 2005-2. Passed 1-24-05.)

189.10 RETURNS AND PAYMENT.

Each operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period that may be established by the Administrator, make a return to the Administrator, on forms provided by the Administrator, of the total rents charged and received and the amount of tax collected by transient occupancies. All claims for exemption from tax filed by transient guests with the operator during the reporting period shall be filed with the report. At the time the return is filed, the full amount of the tax collected shall be remitted to the Administrator. The Administrator may establish shorter reporting periods for any Certificate holder if the Administrator deems it necessary in order to insure collection of the tax, and the Administrator may require further information in the return if such information is pertinent to the collection of the tax. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this Chapter shall be held in trust for the account of the City until payment is made to the Administrator. All returns and payments submitted by each operator shall be treated as confidential by the Administrator and shall not be released by the Administrator except on order of a court of competent jurisdiction or to an officer or agent of the United States of America, the State, the County of Erie or the City for official use only.

(Ord. 2005-2. Passed 1-24-05.)

189.11 PENALTIES AND INTEREST.

(a) Original delinquency. Any operator who fails to remit any tax imposed by this Chapter within the time required shall pay a penalty equal to 10% of the amount of the tax, in addition to the tax.

(b) Continued delinquency. Any operator who fails to remit any delinquent remittance on or before a period of 30 days following the date on which the remittance became delinquent shall pay a second delinquency penalty equal to 10% of the amount of the tax and previous penalty in addition to the tax and the 10% penalty first imposed. An additional penalty equal to 10% of the total tax and penalty of the previous 30-day period shall be added for each successive 30-day period that the occupant remains delinquent, but the accumulated penalty shall not exceed 100% of the delinquent remittance.

(c) Fraud. If the Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty equal to 25% of the amount of the tax shall be added thereto, in addition to the penalties stated in (a) and (b) above.

(d) Interest. In addition to the previous penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of 1.0% per month, or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(e) Penalties during pendency of hearing or appeal. No penalty provided under the terms of this Chapter shall be imposed during the pendency of any hearing provided for herein or during the pendency of any appeal to the Board of Review.
(Ord. 2005-2. Passed 1-24-05.)

189.12 FAILURE TO COLLECT; ASSESSMENTS; REFUNDS.

If any operator fails or refuses to collect the tax and to make, within the time provided in this chapter, any report and remittance of such tax or any portion thereof required by this chapter, the Administrator shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due and shall have the same investigative powers described in Section 185.09(a) and (b). As soon as the Administrator procures such facts and information as the Administrator is able to obtain on which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect it and to make such report and remittance, the Administrator shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the Administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at the operator's last known place of business. Such operator may, within ten days after the serving or mailing of such notice, make application in writing to the Administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the Administrator shall become final and conclusive and immediately due and payable. If such application is made, the Administrator shall give not less than five days written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in such notice why such amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After the hearing, the Administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided by Section 189.13. No assessment shall be made against an operator for any tax, interest or penalty imposed by or pursuant to this Chapter more than four years after the due date for the remittance of the tax imposed by this Chapter or the date the return of such tax is filed, whichever is later. No statute of limitation on assessments exists where (i) the Administrator has substantial evidence of amounts of tax collected by an operator from transient guests that were not returned to the Administrator or (ii) the operator failed to file a return as required by this Chapter. A claim for refund to the Administrator of any tax illegally or erroneously paid, collected and/or remitted shall be made in the manner, and within the time, prescribed by Ohio R.C. 5739.07, including any amendments or successor provisions thereto. (Ord. 2005-2. Passed 1-24-05.)

189.13 APPEALS.

Any operator aggrieved by any decision of the Administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the Board of Review by filing a notice of appeal with it within ten days of the serving or mailing of the determination of tax due. The Board of Review shall fix a time and place for hearing the appeal, and shall give notice in writing to such operator at the last known place of business of the operator. The findings of the Board of Review shall be final and conclusive and shall be served on the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.
(Ord. 2005-2. Passed 1-24-05.)

189.14 COLLECTION.

Any tax required to be paid by a transient guest under the provisions of this Chapter shall be deemed a debt owed by the transient guest to the City. Any tax collected by an operator that has not been paid to the City shall be deemed a debt owed by the operator to the City. Any person owing money to the City under the provisions of this Chapter shall be liable to an action brought in the name of the City for the recovery of such amount.
(Ord. 2005-2. Passed 1-24-05.)

189.15 COLLECTION OF TAX AFTER TERMINATION OF CHAPTER.

This chapter shall continue effective insofar as the levy of the tax is concerned until revoked, and insofar as the collection of the tax levied hereunder and actions or proceedings for collecting any tax so levied or enforcing any provisions of this chapter are concerned, it shall continue effective until all of such taxes levied in the aforesaid period are fully paid and any and all suits and prosecutions for the collection of such taxes or for the punishment of violations of this chapter have been fully terminated, subject to the limitations contained in Section 189.99.
(Ord. 2005-2. Passed 1-24-05.)

189.16 DISPOSITION OF FUNDS COLLECTED.

By the passage of this chapter, it is the expressed intention of Council to place the funds derived from the imposition of the tax herein imposed in the general fund, such funds to be used as set forth in Section 189.01.
(Ord. 2005-2. Passed 1-24-05.)

189.17 SEPARABILITY.

If any sentence, clause, section or part of this chapter or any tax against any individual or any of the several groups specified herein is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this chapter and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is hereby declared to be the intention of Council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.
(Ord. 2005-2. Passed 1-24-05.)

189.99 VIOLATIONS; PENALTY.

Whoever violates or fails to comply with any of the provisions of Sections 189.01 through 189.17 for which no penalty is otherwise provided is guilty of a minor misdemeanor. Each day the violation continues shall be deemed a separate violation.
(Ord. 2005-2. Passed 1-24-05.)

CHAPTER 189 LODGING TAX

189.1	Purpose.	189.11	Penalties and interest.
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189.5	False evidence of tax-exempt status.	189.15	Collection of tax after termination of chapter.
189.6	Payment by transient guest.	189.16	Disposition of funds.
189.7	Statement and charge of tax.	189.17	Separability.
189.8	Registration.	189.99	Violations; penalty.
189.9	Records.		
189.10	Returns and payment.		

CROSS REFERENCES

State Authority- see Ohio R.C. 5739.08

City Income Tax - see Ch. 85

189.1 PURPOSE.

To provide revenues for the general fund to be used for municipal purposes including but not limited to the promotion of tourism in the City and all matters related thereto, this lodging tax is established.

189.2 DEFINITIONS.

As used in this chapter, the following words shall have the meaning ascribed to them in this Section, except as and if the context clearly indicates or requires a different meaning.

- (a) "Administrator" means the individual designated as Tax Administrator pursuant to Chapter 185, who is to administer and enforce the provisions of this chapter.
- (b) "Board of Review" means the Board of Review created by and constituted as provided in Section 185.12.
- (c) "City" means the City of Huron, Ohio.
- (d) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
- (e) "Hotel" means every establishment kept, used, maintained, advertised or held out to the public to be a place where sleeping accommodations are offered to guests, in which five or more rooms are used for the accommodation of such guests,

whether such rooms are in one or several structures (including but not limited to motels and bed and breakfast establishments).

- (f) "Occupancy" means the use or possession, or the right to the use or possession, of any room or rooms or space or portion thereof, in any hotel for dwelling, lodging or sleeping purposes. The use or possession or the right to use or possess any room or any suite of connecting rooms as office space, banquet or private dining rooms, or exhibit, sample or display space shall not be considered occupancy within the meaning of this definition unless the person exercising occupancy uses or possesses, or has the right to use or possess, all or any portion of such room or suite of rooms for dwelling, lodging or sleeping purposes.
- (g) "Operator" means any person who is the proprietor of a hotel, Dwelling Unit, Residential Premises, or any other residential property that is being used or is otherwise made available for rent to a Transient Guest, whether in the capacity of owner, lessee, licensee or any other capacity. Where the operator performs his functions through a managing agent of any type or character, other than an employee, the managing agent shall be deemed an operator for the purposes of this Chapter and shall have the same duties and liabilities as his or her principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.
- (h) "Person" means a "person" as defined in Section 185.02(v).
- (i) "Residential Premises" means a dwelling unit for residential use and occupancy and the structure of which it is a part, the facilities and appurtenances unit, and the grounds, areas, and facilities for the use of tenants generally or the use of which is promised the tenant.
- (j) "Rent" means the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or service of any kind or nature, and also any amount for which the occupant is liable for the occupancy without any deduction therefrom whatsoever.
- (k) "State" means the State of Ohio.
- (l) "Transient Guests" means persons occupying a room or rooms, Dwelling Unit, Residential Premises or other property used for sleeping accommodations for less than 30 consecutive days.
- (m) "Transient Occupancy Registration Certificate" means the certificate issued pursuant to Chapter 1369 of the Codified Ordinances.
- (n) "Transient Rental Property" has the same meaning as Chapter 1369 of the Codified Ordinances. Specifically, the term means any Dwelling Unit, Residential Premises, or any other residential property being utilized or otherwise made available for rent to Transient Guests within the City.

189.3 IMPOSITION OF TAX.

- (a) For the purpose of providing revenue for the purpose set forth in Section 189.01, an excise tax is levied on transactions by which lodging by a hotel or Transient Rental Property is made available for rent, use, or is to be furnished to Transient Guests.

- (b) The tax is 3% on all rents paid or to be paid by Transient Guests for the use of a Hotel, any Hotel room or rooms, or any Transient Rental Property. Such tax constitutes a debt owed by the Transient Guest to the City, which debt is extinguished only by payment to the operator as trustee for the City, or to the City. The tax applies and is collectible at the time the lodging is furnished regardless of the time when the rent is paid. The tax shall be assessed on all rents paid or to be paid by Transient Guests for use of any Transient Rental Property beginning May 1, 2020.
- (c) For the purpose of the proper administration of this Chapter and to prevent the evasion of the tax, it is presumed that all lodging furnished by hotels in the City to Transient Guests is subject to the tax until the contrary is established.

189.4 EXEMPTIONS.

- (a) No tax shall be imposed under this chapter on:
 - (1) Rents not within the taxing power of the City under the Constitution or laws of the State or the United States of America; or
 - (2) Rents paid by the City or any of its political subdivisions.
- (b) No exemption claimed under (a) above shall be granted except on a claim therefor made at the time the rent is collected and under penalty of perjury on a form prescribed by the Administrator. All claims of exemption shall be made in the manner prescribed by the Administrator.

189.5 FALSE EVIDENCE OF TAX-EXEMPT STATUS.

No Transient Guest shall refuse to pay the full tax as required by this chapter or present to the operator false evidence indicating that the lodging as furnished is not subject to the tax.

189.6 PAYMENT BY TRANSIENT GUEST.

- (a) The tax imposed by this chapter shall be paid by the Transient Guest to the Operator, and each Operator shall collect from the Transient Guest the full and exact amount of the tax payable on each taxable lodging.
- (b) If the transaction is claimed to be exempt, the Transient Guest must furnish to the Operator, and the Operator must obtain from the Transient Guest, a certificate specifying the reason that the sale is not legally subject to the tax. If no certificate is obtained, it shall be presumed that the tax applies.

189.7 STATEMENT AND CHARGE OF TAX.

- (a) The tax to be collected shall be stated and charged separately from the rent and shown separately on any record thereof, at the time when the occupancy is arranged or contracted and charged for, and on every evidence of occupancy or any bill or statement or charge made for such occupancy issued or delivered by the operator. The tax shall be paid by the occupant Transient Guest to the Operator as trustee for and on account of the City and the Operator shall be liable for the collection thereof and for the remittance of the tax to the Administrator.
- (b) No operator of a Hotel, Dwelling Unit, Residential Premises, or any other property being utilized or otherwise made available for rent to Transient Guests shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the Operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner hereinafter provided.

189.8 REGISTRATION.

Within 30 days after the effective date of Ordinance 2005-2, passed January 24, 2005 or within 30 days after commencing business, whichever is later, each operator of any hotel renting lodging to transient guests shall register the hotel with the Administrator and obtain a Transient Occupancy Registration Certificate, which Certificate shall be at all times posted in a conspicuous place on the premises.

189.9 RECORDS.

Each operator shall keep complete and accurate records of lodging furnished, together with a record of the tax collected thereon, which shall be the amount due under this chapter, and shall keep all invoices and other pertinent documents. If the operator furnishes lodging not subject to the tax, the operator's records shall show the identity of the transient guest, if the sale was not exempted by reason of such identity, or the nature of the transaction if exempted for any other reason. The records and other documents shall be opened during business hours to the inspection of the Administrator and shall be preserved for a period of three years, unless the Administrator, in writing, consents to their destruction within that period, or unless the Administrator orders that such records be kept for a longer period of time.

189.9 RETURNS AND PAYMENT.

Each operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period that may be established by the Administrator, make a return to the Administrator, on forms provided by the Administrator, of the total rents charged and received and the amount of tax collected by transient occupancies. All claims for exemption from tax filed by transient guests with the operator during the reporting period shall be filed with the report. At the time the return is filed, the full amount of the tax collected shall be remitted to the Administrator. The Administrator may establish shorter reporting periods for any Certificate holder if the Administrator deems it necessary in order to ensure collection of the tax, and the Administrator may require further information in the return if such information is pertinent to the collection of the tax. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this Chapter shall be held in trust for the account of the City until payment is made to the Administrator. All returns and payments submitted by each operator shall be treated as confidential by the Administrator and shall not be released by the Administrator except on order of a court of competent jurisdiction or to an officer or agent of the United States of America, the State, the County of Erie or the City for official use only.

189.10 PENALTIES AND INTEREST.

- (a) Original delinquency. Any operator who fails to remit any tax imposed by this Chapter within the time required shall pay a penalty equal to 10% of the amount of the tax, in addition to the tax.
- (b) Continued delinquency. Any operator who fails to remit any delinquent remittance on or before a period of 30 days following the date on which the remittance became delinquent shall pay a second delinquency penalty equal to 10% of the amount of the tax and previous penalty in addition to the tax and the 10% penalty first imposed. An additional penalty equal to 10% of the total tax and penalty of the previous 30-day period shall be added for each successive 30-day period that the occupant remains delinquent, but the accumulated penalty shall not exceed 100% of the delinquent remittance.
- (c) Fraud. If the Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty equal to 25% of the amount of the tax shall be added thereto, in addition to the penalties stated in (a) and (b) above.

- (d) Interest. In addition to the previous penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of 1.0% per month, or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (e) Penalties during pendency of hearing or appeal. No penalty provided under the terms of this Chapter shall be imposed during the pendency of any hearing provided for herein or during the pendency of any appeal to the Board of Review. (Ord. 2005-2. Passed 1-24-05.)

189.11 FAILURE TO COLLECT; ASSESSMENTS; REFUNDS.

If any operator fails or refuses to collect the tax and to make, within the time provided in this chapter, any report and remittance of such tax or any portion thereof required by this chapter, the Administrator shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due and shall have the same investigative powers described in Section 185.09(a) and (b). As soon as the Administrator procures such facts and information as the Administrator is able to obtain on which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect it and to make such report and remittance, the Administrator shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the Administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at the operator's last known place of business. Such operator may, within ten days after the serving or mailing of such notice, make application in writing to the Administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the Administrator shall become final and conclusive and immediately due and payable. If such application is made, the Administrator shall give not less than five days written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in such notice why such amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After the hearing, the Administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided by Section 189.13. No assessment shall be made against an operator for any tax, interest or penalty imposed by or pursuant to this Chapter more than four years after the due date for the remittance of the tax imposed by this Chapter or the date the return of such tax is filed, whichever is later. No statute of limitation on assessments exists where (i) the Administrator has substantial evidence of amounts of tax collected by an operator from transient guests that were not returned to the Administrator or (ii) the operator failed to file a return as required by this Chapter. A claim for refund to the Administrator of any tax illegally or erroneously paid, collected and/or remitted shall be made in the manner, and within the time, prescribed by Ohio R.C. 5739.07, including any amendments or successor provisions thereto. (Ord. 2005-2. Passed 1-24-05.)

189.13 APPEALS.

Any operator aggrieved by any decision of the Administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the Board of Review by filing a notice of appeal with it within ten days of the serving or mailing of the determination of tax due. The Board of Review shall fix a time and place for hearing the appeal, and shall give notice in writing to such operator at the last known place of business of the operator. The findings of the Board of Review shall be final and conclusive and shall be served on the appellant in the manner prescribed above

for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

189.14 COLLECTION.

Any tax required to be paid by a transient guest under the provisions of this Chapter shall be deemed a debt owed by the transient guest to the City. Any tax collected by an operator that has not been paid to the City shall be deemed a debt owed by the operator to the City. Any person owing money to the City under the provisions of this Chapter shall be liable to an action brought in the name of the City for the recovery of such amount.

189.15 COLLECTION OF TAX AFTER TERMINATION OF CHAPTER.

This chapter shall continue effective insofar as the levy of the tax is concerned until revoked, and insofar as the collection of the tax levied hereunder and actions or proceedings for collecting any tax so levied or enforcing any provisions of this chapter are concerned, it shall continue effective until all of such taxes levied in the aforesaid period are fully paid and any and all suits and prosecutions for the collection of such taxes or for the punishment of violations of this chapter have been fully terminated, subject to the limitations contained in Section 189.99.

189.16 DISPOSITION OF FUNDS COLLECTED.

By the passage of this chapter, it is the expressed intention of Council to place the funds derived from the imposition of the tax herein imposed in the general fund, such funds to be used as set forth in Section 189.01.

189.17 SEPARABILITY.

If any sentence, clause, section or part of this chapter or any tax against any individual or any of the several groups specified herein is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this chapter and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is hereby declared to be the intention of Council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

(Ord. 2005-2. Passed 1-24-05.)

189.99 VIOLATIONS; PENALTY.

Whoever violates or fails to comply with any of the provisions of Sections 189.01 through 189.17 for which no penalty is otherwise provided is guilty of a minor misdemeanor. Each day the violation continues shall be deemed a separate violation.



TO: Mayor Sam Artino and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2020-8
DATE: February 21, 2020

Subject Matter/Background

This resolution authorizes the Huron Fire Department to submit an Assistance to Firefighter Grant (AFG) application for potential funding toward equipment replacement.

As submitted by Captain Nash within a legislative request to Administration:

The HFD is asking consideration to apply for an AFG grant in the amount of \$64,326, which would be used, if awarded, to replace an outdated Breathing Air Compressor and Fit Tester. The city would be responsible for a 5% match to this grant. The HFD made a previous application for the same equipment and SCBA's in 2018 (Resolution 2018-4), but the grant funds received related only to replacement of the SCBA's.

The HFD will be utilizing a grant writer for assistance with the grant application. Fees associated with this service include a non-refundable application fee of \$695 and an 8% award fee not to exceed \$3,000.

The total cost being requested is \$67,326, to include the reimbursable 8% award fee. The city's 5% cost match will be \$3,216, which was included in the 2020 adopted Municipal Budget and can be accommodated in the Capital Equipment Fund 214.

Financial Review

There is no financial impact to the budget at this time as this is an application for potential funding. If this application is awarded funding, the city match of \$3,216 can be accommodated in Fund 214.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-8 is in order.

RESOLUTION NO. 2020-8

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A GRANT APPLICATION SUBMISSION BY THE HURON FIRE DEPARTMENT TO THE ASSISTANCE TO FIREFIGHTER GRANT PROGRAM

WHEREAS, the City of Huron Fire Department desires to utilize funding opportunities available through the Assistance to Firefighter Grant Program to obtain potential funding to be used for equipment replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

Section 1. That the City manager is authorized to approve the submission of an Assistance to Firefighter Grant (AFG) application being submitted by the Huron Fire Department for potential grant funding to be used for equipment replacement.

Section 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

Section 3. That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Vice-Mayor

Attest: _____
Clerk of Council

Adopted: _____



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2020-9 HLM Pool Lease
DATE: February 21, 2020

Subject Matter/Background

The Parks and Recreation Department requests adoption of a resolution to lease the swimming pool from Huron Lagoons Marina for its 2020 “swimming lessons” program season.

Huron Lagoons Marina has requested a fee of \$800.00 for the lease of the swimming pool for 2020. The \$800.00 fee was accounted for in the 2020 Recreation (209) operating budget. The dates for this year’s contract are June 15, 2020 – August 14, 2020.

Financial Review

The matter has been reviewed, and is properly before you.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-9 is in order.

RESOLUTION NO. 2020-9

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH HURON LAGOONS MARINA, INC. FOR THE LEASE OF A SWIMMING POOL FOR USE BY THE HURON PARKS AND RECREATION DEPARTMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with Huron Lagoons Marina, Inc., for leasing its swimming pool for a recreational swim program operated by the Parks and Recreation Department, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT

This Agreement, entered into at Huron, Ohio this ____ day of _____, 2020, by and between **THE CITY OF HURON**, an Ohio municipal corporation of Erie County, Ohio [Lessee] and **HURON LAGOONS MARINA, INC.**, an Ohio corporation of Huron, Ohio [Lessor],

Whereas, Lessee, through its Parks and Recreation Department, is organizing and planning recreational activities for residents of the Huron Joint Recreation District to provide swimming lessons for children and;

Whereas, Lessor owns and operates Huron Lagoons Marina, which facility includes a swimming pool; and

Whereas, the Parties wish to execute this Agreement to lease Lessor's pool to the Lessee for use in its lesson and fitness programs to be conducted during the months of July- August, 2020;

Now, therefore, in consideration of the covenants and agreements set forth herein and in further consideration of the payment of Eight Hundred Dollars (\$800.00) by the Lessee, the Parties agree as follows:

1. Lessee will lease and have exclusive use of Lessor's pool on the dates and times and for the activities set forth on Exhibit A herein attached and incorporated by reference.
2. Lessor shall make its pool available in a clean and safe condition as shall be appropriate for the uses and at the times set forth in Exhibit A.
3. Lessor will keep the pool at 82 degrees or higher during the length of the program set forth in Exhibit A.

4. Lessee shall provide appropriate instructors and supervision at all times specified in Exhibit A.

5. Each Party agrees to provide insurance coverage for the errors, omissions, and acts of its own corporation, agents, employees and officials/officers, and neither will indemnify or save harmless the other from liability for any and all injuries, claims, demands, actions and causes of action arising or claimed to arise in connection with the condition of the pool and its surroundings or the program activities conducted under this Agreement. The parties represent to each other that each of them has General Liability coverage insuring against any such injuries, claims, demands, actions and causes of action in limits of at least Three Million Dollars (\$3,000,000.00) and each party agrees to have the other listed as an additional insured under its respective policy and to provide to the other party a certificate as to the existence of such insurance.

6. Lessor shall have a representative available at all times set forth in Exhibit A capable of addressing any problems with the pool or its equipment which may arise during any of the activities specified in Exhibit A.

7. This constitutes the entire Lease between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.

8. Each corporation agrees that the signature of the designated authorized representative constitutes authorization from the respective corporation to enter into this Lease.

IN WITNESS WHEREOF, the parties have set their hands to duplicates hereof on the
day and year first above written.

LESSOR:

Huron Lagoons Marina, Inc.

Authorized Signature

LESSEE:

City of Huron

Andrew D. White, City Manager

Approved as to Form:

Benjamin G. Chojnacki, Law Director

EXHIBIT A
POOL LEASE DATES AND TIMES

2020
Swim Schedule

Session I June 29th – July 10th

8:25am – 8:55am	9-11 yr olds
9:00am – 9:30am	6-8 yr olds
9:35am – 10:05am	4-5 yr olds
10:10am – 10:40am	6-8 yr olds
10:45am – 11:15am	4-5 yr olds

Session II July 13th – July 24th

8:25am – 8:55am	9-11 yr olds
9:00am – 9:30am	6-8 yr olds
9:35am – 10:05am	4-5 yr olds
10:10am – 10:40am	6-8 yr olds
10:45am – 11:15am	4-5 yr olds

Session III July 27th – Aug 7th

8:25am – 8:55am	9-11 yr olds
9:00am – 9:30am	6-8 yr olds
9:35am – 10:05am	4-5 yr olds
10:10am – 10:40am	6-8 yr olds
10:45am – 11:15am	4-5 yr olds



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2020-10 HBSP Contract
DATE: February 21, 2020

Subject Matter/Background

The Parks and Recreation Department is requesting adoption of a resolution authorizing an agreement between the City of Huron and the Huron Baseball and Softball Program for the 2020 season. This agreement would grant a license for the Huron Baseball and Softball Program, Inc. to utilize Fabens Park baseball /softball fields (1 – 7) and concession stand from April 6, 2020 through July 24, 2020. The times and dates in this agreement are representative of last year's agreement with some minor adjustments. The estimated fees collected from this contract will be approximately \$3,300.00. The Huron Baseball and Softball Program will pay a fee of \$875.00 for exclusive rights to the fields. This fee is due prior to the start of the contract. The remainder of the fees will be due prior to September 1, 2020. These fees include utilities, Health permit, Storage Shed, North Coast Softball tournament fees and the participation fee for each child in the program. I am requesting that City Council please review and consider this request for the 2020 program season.

Financial Review

The matter has been reviewed, and anticipated revenue included in the 2020 Municipal Budget.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-10 is in order.

RESOLUTION NO. 2020-10

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO GRANTING A LICENSE FOR THE HURON BASEBALL AND SOFTBALL PROGRAM, INC. TO UTILIZE ANDREW L. FABENS MEMORIAL PARK BASEBALL FIELDS AND CONCESSION STAND.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio to grant a license with the Huron Baseball and Softball Program Inc., for the use of Fabens Park baseball fields and concession stand from April 6, 2020 through July 24, 2020, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C §121.22.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AGREEMENT

This Agreement is made between the City of Huron, Ohio, hereinafter called "City" and the Huron Baseball and Softball Program, hereinafter called "Licensee" for the purpose of holding a Baseball and Softball Program at Fabens Park from April 6, 2020 through July 24, 2020.

WHEREAS, the Huron Baseball Program is held on property owned by the City; and therefore, it is necessary for the City to grant Huron Baseball Program a license to use said property, and;

WHEREAS, it is necessary for the City of Huron to furnish additional City services in order that said event may be held on City property in Huron, Ohio.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The City hereby grants a license to Licensee to use the City owned property known as "Fabens Park", including its baseball fields, for the events set forth in the schedule attached hereto and made a part hereof as Exhibit A, for the site of the Huron Baseball and Softball Program from April 6, 2020 through July 24, 2020. The granted license shall be in accordance with Codified Ordinance §165.03.
- 2) COST.
 - a. The Licensee shall pay the Exclusive Field Rights Reservation Fee for seven (7) fields (#'s 1-7), in the amount of Eight Hundred and Seventy Five Dollars (\$875.00) shall be paid prior to commencing practice and playing on City's fields.
 - b. In addition to the Field Rights Reservation Fee as set forth in Section 2a, Licensee shall pay to the City a Facility Usage by Volume of Participation fee, \$5.00 per participant, in accordance with Codified Ordinance §165.03.
 - c. Licensee shall pay to the City a negotiated Concession Stand fee in Section 8f below.
 - d. Licensee shall pay to the City a rental storage fee in Section 8g below.
 - e. Unless otherwise outlined in this Agreement, all fees shall be paid to the City no later than September 1, 2020.
- 3) The City shall have the option to terminate or modify this Agreement and license in the event the property being leased to the Licensee becomes unavailable by reason of the construction of public improvements on said property by the City. The decision as to whether or not the property is unavailable shall be decided by the Huron City

Administration, notice of the meeting at which such termination is to be discussed shall be given to the Licensee at least seven (7) days prior to the date of the meeting.

- 4) The City shall also notify the Licensee as soon as it can reasonably be done, of any impending public works construction that might adversely affect the use of the property by the Licensee.
- 5) The City shall further have the right to terminate this Agreement, for any reason, upon ten (10) days written notice to Licensee.
- 6) The City shall also notify, at any time, the Licensee upon the scheduling of any special event(s), tournament(s) or program(s) that may conflict with any Licensee event, field, or concession stand usage. Any tournaments hosted at Fabens Park will be scheduled on Fridays, Saturdays and Sundays for the specified week. No Games or practices may be scheduled by the Licensee during these tournaments. Scheduled city tournaments are listed on Exhibit D.
- 7) The Licensee agrees to indemnify and hold the City harmless from any and all claims, demands, or suits arising or claimed to arise from its use or the use by participants, workers and spectators of the Licensee of Fabens Park ball fields, parking areas and concession stand as authorized by this Agreement and shall secure liability insurance, at least in the amount of One Million Dollars (\$1,000,000) bodily injury and death; Fifty Thousand Dollars (\$50,000) property damage, which policies shall name City as an additional named insured. Licensee shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the opening event and a copy of such shall herein be attached and incorporated as Exhibit A. Such policy shall include a 30 day cancellation clause. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City equipment by the Licensee.
- 8) Licensee further agrees as follows:
 - a) Licensee agrees the use of fields shall be from 3:00 p.m. until dark Mondays through Fridays and 8:00 am until 1:00 pm on Saturdays. Licensee agrees that this use includes only fields #1 through #7.

- b) Licensee agrees other leagues/teams may utilize the Fabens Park fields for the duration of the Agreement during the hours not reserved to the Licensee or as individually scheduled and listed on Exhibit B.
- c) Huron Parks and Recreation shall be responsible for the maintenance of all fields and infrastructure at Fabens Park; provided, however, Licensee shall be responsible for setting up the fields for play by performing all actions needed to make the fields ready for play on game days, including but not limited to dragging the infield, marking the base lines and foul lines, setting the bases and the like.
- d) City agrees to appoint a liaison between the City of Huron and the Huron Baseball Program, Inc.
- e) Licensee agrees to leave the park in the condition it was found prior to each use (i.e. clean fields and dugouts after use). The Licensee understands that if the park is not left in the manner it was presented, the Licensee will be charged for any damages or clean up. Any equipment damaged and in need of repair during the use by the Licensee will be repaired by the Licensee to the condition in which it was presented.
- f) As negotiated, the parties agree that Licensee will not be charged a rental charge for the use of the concession stand. In consideration, Licensee agrees to be financially responsible for any incurred utility bills for the duration of the contract and will remit Two Hundred Dollars (\$200.00) to the City for a portion of the cost of the health department permit. The Licensee will clean the concession stand throughout and at the conclusion of the summer season. The Licensee agrees to accept all responsibility of the building and any concession items served to any individual. The Licensee accepts full responsibility for any action taken because of any product sold. The City of Huron is not liable for any action taken on the Licensee.
- g) Lease Agreement: The City will provide storage space on site for storage of equipment consistent with activities related to Licensee. Storage for this purpose is secondary to the needs of the City and the City will make reasonable accommodations to assist Licensee in utilizing the storage. Said storage is anticipated by the City to be needed by Licensee during all months of this

Agreement. This Agreement shall convey from the City to Company a Lease for the storage of said property. Company understands and affirms that the storage facility is not monitored by the City and Company assumes the risk of loss when utilizing the storage facility. At any time during this Agreement, the City reserves the right to rescind any access privilege afforded to Company by way of keycode, or key access to said storage facility. Should Licensee desire to utilize the lease option the cost of such option shall be \$400.00 payable in a one-time payment payable upon Licensee's notice of its intent to execute the lease option. Licensee shall notify the City of its intent to exercise the lease option no later than April 6, 2020. The cost of the lease is non-refundable and shall not be prorated in the event of Company's early termination of the lease option.

- h) At Licensee's request, the City grants Licensee the limited authority to utilize said property as the host site for the North Coast Girls Softball League Tournament during the regular scheduled season as cited in subsection (1) herein. During the period of any subcontract pursuant to this section, whether written or unwritten, Licensee shall remain bound by the terms of this Agreement. The City shall accept no liability pursuant to any subcontract by Licensee for the use of the property for this limited purpose. In addition to the fees otherwise set forth in this Agreement, Licensee shall be liable for a tournament fee of Five Hundred Dollars (\$500.00) per week for this limited subcontract.
- i) Licensee agrees to abide by all terms of this Agreement as regards the City of Huron's Contract with the City's contracted beverage supplier, a copy of which is herein attached and incorporated by reference as Exhibit C.

9. The rights and authority conveyed through this License shall not be assignable or transferrable by either party. This License shall not be recognized as valid, unless otherwise specified herein, for any sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.

10. This License constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. This agreement shall only be amended in writing signed by both parties.

IN WITNESS WHEREOF, all parties have set their hands to duplicate copies of this Agreement on this _____ day of _____, 2020.

LICENSEE

CITY OF HURON, OHIO

President, Huron Baseball Program

Andrew D. White, City Manager

Approved as to Form:

Benjamin G. Chojnacki, Law Director

EXHIBIT A: INSURANCE RIDER

EXHIBIT B: SCHEDULE OF EVENTS

2020 – Tournaments/Events @ FABENS

MAY	Sat.	May 2	8am-2pm	5K
	Sat-Sun.	May 9-10		Baseball
	Sat.-Sun.	May 16-17		Baseball
	Sat-Sun.	May 23-24		Baseball
JUNE	Fri-Sun	June 5-7		Baseball
	Fri-Sun.	June 12-14		Baseball
	Sat-Sun	June 20-21		Baseball
	Sat-Sun	June 27-28		Baseball
JULY	Sat-Sun.	July 11-12		Baseball

EXHIBIT C: PEPSI AMERICAS INC. CONTRACT WITH CITY OF HURON

EXHIBIT D: CITY SCHEDULED TOURNAMENTS



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Resolution No. 2020-11 Advertising Sign Placement
DATE: February 21, 2020

Subject Matter/Background

The Parks and Recreation department would like to display advertising signs and banners in the median on Route 6, between Williams Street and Center Street. We are requesting that City Council please review and consider this request for the 2020 program season. The attached list contains specific details relating to events, dates and size of the advertising signs and banners.

Financial Review

The matter has been reviewed, there is no financial impact associated with this resolution.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-9 is in order.

RESOLUTION NO. 2020-11

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON, OHIO, TO SUPPORT THE REQUEST OF THE HURON PARKS AND RECREATION DEPARTMENT FOR THE PLACEMENT OF EVENT SIGNAGE IN THE MEDIAN AREA DURING 2020

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: The City Manager is authorized on behalf of the City of Huron, Ohio to support the request of the Huron Parks and Recreation Department to place advertising signage in support of planned events in the median area, said request to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

February 12, 2020

To: Huron City Council

From: Huron Parks and Recreation

As in past years, Parks and Recreation would like to Council to consider a request for sign and banner placement in the median area.

The following events may require signs or banners that need to be displayed in the median area to promote events or provide directions for participants. Signs are corrugated plastic with steel stake stands and are 1.5' x 2' in size. Banners are vinyl with steel stakes. The sizes of the banners are 3' x 8' and 3' x 12'.

Thank you.

Display Dates	EVENT/DATE	Signs/Banners
March 21-28	Easter Egg Hunt March 28	(1) 3' X 8' Banner
May (1 week) June (1 week)	Huron Summer Camp Banner Sign-ups for camp!	(1) 3' X 12' Banner
May 22- May 30	City Wide Garage Sale – May 30	(3)
July 13- Oct 5	Farmers Market Signs/Banners (Signs to appear Monday-Thursday)	(6)
July 27 – Aug 2	Dawg Daze Softball Tournament Banners	(2) 3 X 8 Banner
Oct. 1-10	Pumpkin Fest Oct 10	(2) 3'x 12' Banner
Nov 25-Dec5	Winter Fest - Dec 5	(2) 3' x 8' Banner



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Resolution No. 2020-12
DATE: February 25, 2020

Subject Matter/Background

Resolution 2020-12 authorizes the Engineering Department to apply for grant funding through the Safe Routes to School Grant Program, which provides pedestrian improvements for children (K-8) to be able to walk to school safely.

As submitted within a legislative request from City Engineer Doug Green:

The Engineering Department is seeking approval to apply for a Safe Routes to School (SRTS) grant to fund the Jim Campbell Boulevard Bicycle/Pedestrian Path.

The proposed scope of this project includes:

- Installation of an 8' wide concrete bicycle/pedestrian path along the South side of Jim Campbell Blvd. from the Center St. intersection to the existing pedestrian bridge and bikeway near the high school.
- Relocation of existing telephone poles, hydrants, and ODOT fence.
- Installation of concrete curb separating the path and the roadway.
- Installation of storm drainage.
- Installation of a stamped concrete crosswalk connecting the new path, pedestrian bridge and existing path to the school.

The estimated cost for this project is \$537,965.19 which includes survey, construction, inspection and inflation adjustment to 2023/2024. The grant, if approved, would cover costs up to \$400,000, with the City being responsible for the remaining balance. The application is due on or before March 6, 2020.

Attached are the preliminary project map/plan, the engineer's estimate, and a letter of support received from the MPO. Doug Green will be meeting with the School Superintendent to request a letter of support from them, as well.

Financial Review

The matter has been reviewed; no financial impact is associated with the submission of grant funding applications, however, in the event of a grant award an appropriation may be required.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-12 **as an emergency measure due to the application due date of March 6, 2020** would be in order.

RESOLUTION NO. 2020-12

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE ENGINEERING DEPARTMENT, TO FILE A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION- SAFE ROUTES TO SCHOOL PROGRAM FOR POTENTIAL FINANCIAL ASSISTANCE TOWARD THE JIM CAMPBELL BOULEVARD BICYCLE/PEDESTRIAN PATH.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON AS FOLLOWS:

SECTION 1. That the Council of the City of Huron authorizes and directs the City Manager, on behalf of the Engineering Department, to file a grant application through Safe Routes to School Grant Program to become eligible for potential funding assistance toward the Jim Campbell Boulevard Bicycle/Pedestrian Path.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code

SECTION 3. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

Monty Tapp, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Hartung and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2020-13
DATE: February 21, 2020

Subject Matter/Background

This resolution authorizes the annual agreement between the City/Huron Township/Huron City Schools related to the Huron Joint Recreation District; confirming the joint acquisition, operation and/or maintenance of recreation facilities related to the Huron Joint Recreation District.

Under the proposed agreement, the 2020 contribution rates are established as follows representing the percentage distribution authorized by council in previous agreements: City portion at 65%, Huron Township portion at 25%, and Huron School District portion at 10%. These amounts are broken down as follows:

65%	City of Huron:	\$297,689.73
25%	Huron Township:	\$114,496.05
10%	Huron School District:	\$ 45,798.42

Financial Review

The amounts were determined based on the 2020 budget and included with 2020 appropriations as approved by Council in December 2019. The City's portion will be paid from the City's General Fund.

Legal Review

The matter has been reviewed by Administration; the contract terms are similar to previous years. Due to the percentage breakdown amongst the three entities, the annual cost changes from year to year. The percentage distribution has remained the same. Historically, city council establishes the budget which leads to this agreement. Affirmance of the agreement will cause staff to forward the agreement on to the additional entities for separate ratification of the terms.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-13 is in order.

RESOLUTION NO. 2020-13

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT CONFIRMING THE JOINT ACQUISITION, OPERATION AND/OR MAINTENANCE OF RECREATIONAL FACILITIES AND AN AGREEMENT FOR THE OPERATION AND MAINTENANCE OF SUCH FACILITIES AND PROGRAMS ESTABLISHED BY THE HURON JOINT RECREATION PROGRAM

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into an Agreement Confirming the Joint Acquisition, Operation and/or Maintenance of Recreational Facilities and an Agreement For the Operation and Maintenance of such Facilities and Programs Established by the Huron Joint Recreation District, which agreements shall be substantially in the form of Exhibits “A” and “B”, respectively, attached hereto and made a part hereof.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution and the subject matters set forth herein were adopted in open meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in compliance with all legal requirements, including O.R.C. § 121.22 and the Codified Ordinances of the City of Huron.

SECTION 3. That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

AN AGREEMENT CONFIRMING THE JOINT ACQUISITION, OPERATION AND/OR MAINTENANCE OF RECREATIONAL FACILITIES AND TO ESTABLISH THE HURON JOINT RECREATION DISTRICT

THIS AGREEMENT is hereby made and executed by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio, [City], the Board of Trustees of Huron Township, Erie County, Ohio a political subdivision of the State of Ohio, [Township] and the Board of Education of Huron School District, Erie County, Ohio, a political subdivision of the State of Ohio, [School]”, to be effective as of the 1st day of January, 2020.

WHEREAS, the parties have heretofore created and funded the Huron Joint Recreation Study Committee;

WHEREAS, the parties now desire to continue and confirm a joint recreation district pursuant to the O.R.C. § 755.14(C), to be known as the “Huron Joint Recreation District” [the District], which district will acquire and/or lease property to equip, operate and maintain such parks, playgrounds, playfields, gymnasiums, public baths, swimming pools and indoor recreation centers as determined by the Board of Trustees of the District to be necessary or conducive to the public welfare; and

WHEREAS, the parties entered into agreements similar to this Agreement and now wish to renew and modify those agreements as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and pursuant to O.R.C. § 755.16(A), the parties hereto agree as follows:

1. They and each of them will, or have, by appropriate Resolution, establish(ed) the Huron Joint Recreation District, consisting of all the territory of the City, Township and School, governed by the Huron Joint Recreation District Board of Trustees, consisting of nine (9) trustees residing in the District, three (3) of whom shall be appointed by each, the City, Township and School, with one (1) of each of the three (3) being an elected or appointed official of the appointing entity and with two (2) of each of the three (3) being other than elected or appointed officials of the appointing entity.

2. This Agreement shall be deemed to be in full force and effect on and after it has been executed by all Parties.
3. The contributions from the parties for the year 2020 shall be as follows: the City, Two Hundred Ninety-Seven Thousand Six Hundred Eighty-Nine and 73/100 Dollars (\$297,689.73); the Township, One Hundred Fourteen Thousand Four Hundred Ninety-Six and 05/100 Dollars (\$114,496.05); and the School, Forty-Five Thousand Seven Hundred Ninety-Eight and 42/100 Dollars (\$45,798.42). Upon the City's depositing at least Fifty Thousand Dollars (\$50,000.00) of its contribution to the appropriate account or fund, the remaining parties shall make their contributions by the end of the quarter following the City's deposit. The remainder of the City's contribution shall be due before the end of the fiscal year. Funds thus deposited shall be used exclusively for operational and maintenance expenses for the District, including wages and fringe benefits. The City shall account for all funds deposited by the parties and shall make reports semi-annually to the Township and School for all income, expense and remaining balance of funds deposited hereunder. Any capital improvements shall be the responsibility of the party holding title to the facility at which any such improvements are to be made.
4. The District shall enter into an Agreement with the City of Huron for the maintenance of the District's recreational facilities and the establishment and management of recreational programs for the District, which Agreement shall be in the form of "Exhibit B" attached hereto and incorporated by reference.
5. The term of this Agreement shall be for one (1) year, and this Agreement may be amended from time to time in a writing signed by all parties with the appropriate approval of the entities' legislative authority.
6. The parties hereby ratify and affirm each and every act undertaken by the District pursuant to their original and subsequent agreement provided; however, this Agreement shall supersede and take the place of the parties' former agreement of similar import.

IN WITNESS WHEREOF, the parties have executed this Agreement, pursuant to their respective, appropriate, contracting authority procedures as below listed on the date indicated below.

CITY OF HURON, ERIE COUNTY, OHIO

By _____
Andrew D. White, City Manager

Dated: _____, 2020

Resolution No. 2020-13

Passed: _____, 2020

APPROVED AS TO FORM

Law Director
City of Huron

By _____
Benjamin G. Chojnacki
Law Director

BOARD OF TRUSTEES OF HURON TOWNSHIP, ERIE COUNTY, OHIO

By _____

By _____

By _____

Dated: _____, 2020

Resolution No. _____

Passed: _____, 2020

APPROVED AS TO FORM

Kevin J. Baxter
Erie County Prosecutor

By _____
Gerhard Gross
Assistant Prosecutor -- Erie County

BOARD OF EDUCATION OF HURON SCHOOL DISTRICT, ERIE COUNTY, OHIO

By _____

By _____

By _____

By _____

By _____

Dated: _____, 2020

Resolution No. _____

Passed: _____, 2020

AGREEMENT PROVIDING FOR THE MAINTENANCE OF RECREATIONAL FACILITIES AND MANAGEMENT OF RECREATIONAL PROGRAMS FOR THE HURON JOINT RECREATION DISTRICT

THIS AGREEMENT is hereby made and concluded by and between the City of Huron, Ohio, a municipal corporation of Erie County, Ohio [City], and the Huron Joint Recreation District, a statutory joint recreation district of Erie County, Ohio[the District], to be effective as of the date of the last party's execution hereof as follows:

WHEREAS, the District is a statutory joint recreation district formed in 1995 by the City, the Board of Trustees of Huron Township, Erie County, Ohio and the Board of Education of Huron City School District, Erie County, Ohio under the authority of O.R.C. §755.16;

WHEREAS, the District was created to enhance the recreational opportunities for the inhabitants of the City, Huron Township and the Huron City School District by the combining of resources of the creating entities; and

WHEREAS, the District wishes to continue to engage the services of the City, especially its Parks and Recreation Department, to provide for the management of recreational programs to be conducted at such facilities to the benefit of the creating entities' respective citizenry;

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

1. Any funds already on deposit or hereafter deposited or paid into the City's Park and Recreation Fund as set forth in the parties' Agreement establishing a Joint Recreation District shall be separately identified in such Fund, and expenditures of such moneys in furtherance of this Agreement shall be separately recorded and tracked. Each year, the City's Parks and Recreation Department shall establish a budget for funds deposited or paid by the parties, and each party shall be provided with a copy of such budget. Each party shall review such proposed budget.

2. The City shall participate in the creation of recreational programs to be conducted at the facilities operated and maintained by the District and shall manage such programs as the District shall establish; provided, however, the Director of the City's Department of Parks and Recreation shall have the right to decline to manage a recreational program created by the District without the consent and agreement of the City.

3. Included as a common expense to be paid from such fund shall be the cost of such insurance as the City shall deem appropriate with regard to the facilities and programs covered by this Agreement.

4. This Agreement shall supersede and take the place of the parties' agreement of similar import as the same previously existed.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, pursuant to their respective, appropriate contracting authority procedures as below indicated, on the date indicated below.

CITY OF HURON, ERIE COUNTY, OHIO

By _____
Andrew D. White, City Manager

Date: _____

Resolution No. 2020-13

Adopted: _____, 2020

HURON JOINT RECREATIONAL DISTRICT

By: _____
Huron Joint Recreation District Chairperson



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Resolution No. 2020-14
DATE: February 21, 2020

Subject Matter/Background

This resolution authorizes an agreement with OCI Investment LLP operating under agreement with Lodging LLC, which grants the city a license to occupy and use a portion of their property for city sponsored Parks & Recreation events.

The city has been fortunate to have had the support of OCI Investment LLP operating under agreement with Lodging LLC allowing the city to utilize portions of their parking lot and grassy area south of the hotel to be used for events over the years. Events include:

- Easter Egg Hunt – Saturday, March 28, 2020
- City-Wide Garage Sale – Saturday, May 30, 2020
- Rotary Fine Arts Festival – June 26, 2020 and June 27, 2020
- Pumpkin Festival – Saturday, October 10, 2020
- Riverfest – July 10, 2020 through July 12, 2020
- All Classic weekend – August 8, 2020 and August 9, 2020

Financial Review

There are no costs associated with this agreement.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If Council is in support of the request, a motion to adopt Resolution No. 2020-14 is in order.

RESOLUTION NO. 2020-14

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OCI INVESTMENT LLP OPERATING UNDER AGREEMENT WITH LODGING LLC GRANTING THE CITY A LICENSE TO OCCUPY AND USE PROPERTY FOR THE PURPOSE OF CITY-SPONSORED EVENTS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City Manager be, and he hereby is, authorized and directed to enter into a license agreement with OCI Investment LLP operating under agreement with Lodging LLC, granting the city a license to occupy and use a portion of their property for city-sponsored events, which License Agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

SECTION 3: That this Resolution shall be in full force and effect immediately upon its adoption.

Monty Tapp, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

LICENSE AGREEMENT

This License Agreement (hereinafter "Agreement") is made as of this ____ day of _____, 2020, by and between **OCI INVESTMENT LLP operating under agreement with LODGING LLC** (hereinafter "Owner"), and the **CITY OF HURON** (hereinafter "City" and "Licensee" interchangeably), an Ohio Municipal Corporation. Pursuant to the terms stated below, the City is hereby granted a license to occupy and use the land hereinafter described, to-wit:

Being a portion of the open space located to the south of Owner's building which abuts City owned property on the eastern and western boundaries of Main Street, and a portion of the parking area as shown on Exhibit "A" attached hereto and made a part hereof.

for the purpose and subject to the conditions as hereinafter set forth until said license is terminated by the Owner, Licensor.

The premises may be occupied by the said Licensees for the purpose of hosting prescheduled City sponsored events to be held on the as identified as follows:

Easter Egg Hunt – Saturday, March 28, 2020 10:00 a.m. – 2:00 p.m. – grassy area south of hotel.

City-Wide Garage Sale – Saturday, May 30, 2020 (set-up on prior Friday afternoon), 7:00 am – 3:00 pm, -- section of hotel parking lot on west side of new Main Street location.

Rotary Fine Arts Festival – June 26, 2020 and June 27, 2020 – grassy area south of hotel.

Pumpkin Festival – Saturday, October 10, 2020 (set-up on prior Friday afternoon), 10:00 am – 6:00 pm – grassy area south of hotel.

Riverfest – July 10, 2020 through July 12, 2020 – grassy area south of hotel.

All Classic weekend – August 8, 2020 and August 9, 2020 – grassy area south of hotel.

Either party may terminate this Agreement for any reason, or for no reason, at any time by giving notice to the other party specifying the date of termination, such termination to be given not less than thirty (30) days prior to the date therein specified.

The Licensees, for themselves and for their successors and assigns, hereby save the Licensor harmless and indemnifies Licensor from and against any and all liability for any personal injuries, death or property damage resulting from, or claimed to result from, or in any way connected with, the condition or use of the premises covered by this License Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this License Agreement this ____ day of _____, 2020.

FOR THE CITY:

The City of Huron

By: _____
Andrew D. White, City Manager

Date

FOR THE OWNER:

**OCI INVESTMENT LLP operating
under agreement with LODGING LLC**

By: _____

Its: _____

Signature: _____

Date

Approved to as to form:

Benjamin G. Chojnacki, Law Director

Date



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Resolution 2020-15
DATE: February 21, 2020

Subject Matter/Background

The Parks and Recreation Department is requesting approval to apply to Wightman-Wieber Charitable Foundation Grant for the purchase of 45 USCG approved Life Jackets. The purpose of the “Life Jacket Loaner Program” is to have life jackets available for patrons to borrow at no cost while visiting Nickel Plate Beach. Another goal of the program is to add an additional layer of potential safety free of charge to the beach patrons. If the grant is awarded, the \$2,725 grant request will cover 100% of the cost to purchase the 45 USCG approved life jackets.

Completed applications are due March 1, 2020.

Financial Review

The matter has been reviewed, and is properly before you.

Legal Review

The matter has been reviewed by the Finance Director and is properly before Council.

Recommendation

If the Council is in support of the request, a motion to waive the three-reading rule and to adopt Resolution No. 2020-15 would be in order.

RESOLUTION NO. 2020-15

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A GRANT APPLICATION SUBMISSION BY THE HURON PARKS AND RECREATION DEPARTMENT TO THE WIGHTMAN-WIEBER CHARITABLE FOUNDATION GRANT FOR POTENTIAL FUNDING TO BE USED FOR THE PURCHASE OF LIFE JACKETS FOR NICKEL PLATE BEACH.

WHEREAS, the City of Huron desires to utilize the funding opportunity available through the Wightman-Wieber Charitable Foundation Grant,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

Section 1. That the City manager is authorized to approve the submission of a grant application by the Huron Parks and Recreation Department to the Wightman-Wieber Charitable Foundation Grant for potential funding for the purchase of 45 USCG approved life jackets.

Section 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22

Section 3. That this resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.

Monty Tapp, Vice-Mayor

Attest: _____
Clerk of Council

Adopted: _____



TO: Mayor Artino and City Council
FROM: Andrew D. White, City Manager
RE: Resolution No. 2020-16
DATE: February 21, 2020

Subject Matter/Background

Ms. Welkener's fall 2019 appointment to the Executive Administrative Assistant/Clerk of Council position included a compensation and benefits package that eased her transition into public service by making her eligible for certain benefits during her probationary period. The Law Director has recommended that Council authorize the previously agreed upon/authorized compensation package.

Financial Review

The matter has been reviewed, and is properly before you.

Legal Review

The matter has been reviewed, follows normal legislative procedure and is properly before you.

Recommendation

If the Council is in support of the request, a motion to adopt Resolution No. 2020-16 is in order.

RESOLUTION NO. 2020-16

Introduced by Joel Hagy

A RESOLUTION CONTINUING THE COMPENSATION AND BENEFITS OF EXECUTIVE ADMINISTRATIVE ASSISTANT/CLERK OF COUNCIL TERRI WELKENER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The Huron City Council hereby confirms the compensation and benefits set forth in the revised appointment letter attached hereto as Exhibit “A” for Terri Welkener, effective September 9, 2019, the date of her hire as Executive Administrative Assistant/Clerk of Council.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

Monty Tapp, Vice-Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



February 21, 2020

Ms. Terri Welkener
2341 Cleveland Road East
Huron, OH 44839

Dear Terri,

As the appointing authority for the City, this letter will serve as notice of your appointment to the full-time position of Executive Administrative Assistant/Clerk of City Council effective September 9, 2019 at an annual salary of \$52,000, with three weeks' accrued vacation time and the same fringe benefits available to all other City employees who have completed their probationary period.

We are pleased that you have made the decision to work with our dedicated team of individuals who promote public service and we look forward to working with you in this capacity!

Sincerely,

Andrew D. White
City Manager

Cc: Personnel File
Finance Department