



**Trey Hardy**  
Councilmember

**Christine Crawford**  
Councilmember

**Joe Dike**  
Councilmember

**Sam Artino**  
Mayor

**Monty Tapp**  
Vice-Mayor

**Mark Claus**  
Councilmember

**Joel Hagy**  
Councilmember

## **CITY COUNCIL — REGULAR COUNCIL MEETING**

Tuesday, October 26, 2021 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

**LIVESTREAM MEETING INFORMATION** *This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link:*  
<https://www.youtube.com/channel/UCpRAV-AnmlA6lfukQzKakQg>

**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**

**III.a** Minutes of August 25, 2021 Joint Work Session of Council and the Planning Commission.

**III.b** Minutes of the regular Council meeting of September 28, 2021.

**III.c** Minutes of the October 12, 2021 regular Council meeting.

**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**

**VI. New Business**

**VI.a** Resolution No. 70-2021

A resolution authorizing an agreement with the Fraternal Order of Police/OLC/Sergeants for the contract period of January 1, 2022 through December 31, 2024.

**VI.b** Resolution No. 71-2021

A resolution authorizing an agreement with the Fraternal Order of Police/OLC/Patrol Officers for the contract period January 1, 2022 through December 31, 2024.

**VI.c** Ordinance No. 2021-35

An ordinance enacting no parking on the south side of Standard Street from Main Street east to Huron Street, and no parking in the public right-of-way on the south side of Standard Street from Main Street east a distance of 177'.



**VI.d** Ordinance No. 2021-36

An ordinance amending Sections 1129.06, 1129.11, 1139.02, 1141.01, 1141.02, 1141.03, 1141.04, 1141.05, 1141.08, 1141.09, 1141.10, 1141.99, 1313.02, 1313.03 of the Codified Ordinances of the City of Huron to remove all references to the Design Review Committee/Board.

**VI.e** Ordinance No. 2021-37

Supplemental appropriations, increase in estimated resources and cash transfer ordinance.

**VII. City Manager's Discussion**

**VIII. Mayor's Discussion**

**IX. For the Good of the Order**

**X. Executive Session(s)**

**XI. Adjournment**





**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Resolution No. 70-2021  
**DATE:** October 26, 2021

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### **Subject Matter/Background**

Resolutions 70-2021 and 71-2021 authorize successor collective bargaining agreements with the Fraternal Order of Police, Ohio Labor Council, Sergeant and Patrol units. The existing collective bargaining agreements expire December 31, 2021. If authorized by Council, the agreements in Resolutions 70-2021 and 71-2021 will become effective January 1, 2022 and will expire December 31, 2024. The agreement authorizes wage increases of 2% in 2022 (with a \$1/hour equity adjustment for patrolmen, only), 2.25% in 2023 and 2.5% in 2024. Other notable changes to the bargaining agreements include the following:

- Health Benefits - The employee share of health insurance premiums will increase to 5% over the 3-year term of the agreement, with no increase in 2022, a contribution equaling 4% of total premiums in 2023 and a contribution equaling 5% of total premiums in 2023. There have been some adjustments to HRA contributions and benefit waiver amounts to ensure all benefit levels are treated equally. Currently, the employee contribution share of total premiums ranges between 2% and 5% depending on the plan.
- Added an additional 40 hours of sick payout for a total of 80 hours for any employee with over 1,000 of sick leave balance. This matches the current Fire contract.
- Clarified and revised language throughout the contract for consistency.

### **Financial Review**

Wage increases and sick payout increases within the collective bargaining agreements for the Sergeant and Patrol Units are incorporated into the 2022 Budget.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, motions adopting Resolutions 70-2021 and 71-2021 are in order.

[Resolution No. 70-2021.doc](#)  
[2022-2024 Sgt Contract \(Final\)\(507763.10\).pdf](#)



**RESOLUTION NO. 70-2021**

Introduced by Monty Tapp

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE FRATERNAL ORDER OF POLICE/OLC/SERGEANTS FOR THE CONTRACT PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

**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 with the Fraternal Order of Police, OLC/Sergeants, said agreement to be substantially in the form of "Exhibit A" which shall be attached hereto and made a part hereof upon execution by all Parties.

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

\_\_\_\_\_  
Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



Fraternal Order of Police



Ohio Labor Council, Inc.

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**Collective Bargaining Agreement  
City of Huron  
and  
Sergeants  
January 1, 2022 to December 31, 2024**

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## **PREAMBLE/PURPOSE**

**THIS AGREEMENT** made and entered into by and between the City of Huron, Ohio, hereinafter referred to as the “City” or “Employer” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “Union,”

## **WITNESSETH:**

**WHEREAS**, the City and the Union have negotiated the Agreement hereinafter set forth to achieve the following objectives:

- A. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote efficient and effective law-enforcement.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- D. To insure the right of every employee to fair and impartial treatment.
- E. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- F. To provide for orderly and harmonious employee relations in the interest, not only of the parties, but of the citizens of Huron, Ohio; and

**WHEREAS**, to assure that the above objectives will become a reality, the parties hereto shall cooperate in every way possible to assure that both the officials of the City and the employees within Bargaining Unit comply with the provisions of this Agreement.

**NOW, THEREFORE**, it is agreed to as follows:

## **ARTICLE 1** **Recognition – Sergeants**

**1.01** The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all Sergeants in the bargaining unit.

**1.02** The bargaining unit shall include all full-time Sergeants who are or may in the future be employed in the position of Sergeant, which may be referred to herein as “Member” or “Employee”.

**1.03** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.



## **ARTICLE 2**

### **Management Rights**

**2.01** The Union shall recognize the right and authority of the City to administer the business of the City and in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the City has and will retain the full right and responsibility to direct the operations of the City, to promulgate rules and regulations except as may specifically be limited within this Collective Bargaining Agreement (“Agreement”), and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

## **ARTICLE 3**

### **Prevailing Rights**

**3.01** The City agrees not to reduce or rescind any clearly established benefits in effect and regularly provided to Employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement, and they shall remain in full force during the terms of this Agreement; provided, however, that nothing provided for herein shall interfere with or prevent the City from exercising those management rights as set forth in Article 2 of this Agreement.

## **ARTICLE 4**

### **Grammar**

**4.01** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or non-binary genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.



**ARTICLE 5**  
**Severability**

**5.01** This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State laws. Should any provisions of this Agreement become invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

**5.02** In the event of invalidation of any portion of this Agreement, upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify that invalidated provision by good faith negotiations and amendments, and modifications of this Agreement resulting from such negotiations may be made by mutual written agreement of the parties to this contract.

**ARTICLE 6**  
**Non-Discrimination**

**6.01** Neither party will discriminate for or against any Member of the bargaining unit on the basis of age, sex, gender identity, marital status, race, color, creed, national origin, handicap, political affiliation, or for the purpose of evading the spirit of this Agreement. The parties agree not to interfere with the desire of any Employee to become or remain or withdraw as a Member of the Union.

**ARTICLE 7**  
**No Strike/No Lock Out**

**7.01** The Union, its members and employees shall not call, sanction, encourage, finance and/or assist in any strike, walk-out, work stoppage or slow-down at any operation or operations of the City for the duration of this Agreement.

**7.02** The Union, its members and employees shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 7.01 committed by its members or employees. In the event a violation occurs, the Union shall promptly notify all members and employees that such action is prohibited and advise all Members to return to work at once.

**7.03** The City shall not lock-out any Union Member for the duration of this Agreement.

**ARTICLE 8**  
**Labor Council Activity**

**8.01** The Members of the Union within a bargaining unit shall elect one of their members as Coordinator and one of their members as alternate Coordinator. The Coordinator shall be the ranking labor official within the bargaining unit. Coordinator or alternate as they may determine



shall be permitted to attend mutually agreed upon meetings with City representatives; however, the Union shall not be permitted to have more than one on-duty representative present.

**8.02** Union representatives shall be granted time to perform their Union functions including the attendance at regular and special meetings with City representatives and activities related to grievance procedures without loss of pay or benefits, but in no event shall the City be responsible for payment of wages or benefits to a representative or Member for time spent on Union activity outside scheduled duty hours. Time granted for Union activity shall be subject to temporary revocation in the event of an emergency as determined by an authorized City representative.

**8.03** The City shall make reasonable provisions authorizing vacation leave for representatives to attend Union or Fraternal Order of Police functions.

**8.04** The City shall permit not more than one (I) non-employee Labor Council representative and one (1) attorney, if requested, to attend grievance, discipline or collective bargaining meetings or hearings.

## **ARTICLE 9**

### **Dues**

**9.01** The City agrees to deduct regular Union membership dues, as uniformly required, from the wages of any Employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction authorization on the form provided by the Union, a copy of which is attached as Appendix A, shall be provided by the ranking Union official to the Director of Finance. Upon receipt of the authorization, the City will deduct Union dues on the earliest date available within the payroll system and then once each month unless and until the authorization is revoked or the City is otherwise relieved by terms of the Agreement. Nothing in this section shall be construed to require any Employee to become a Member of the Union. During the first pay period in January of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit Members. Should the Employer receive written notice from a bargaining unit Member wishing to cease dues deduction and withdraw from the FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within 7 days of the request.

**9.02** The City shall be relieved from continuing a dues deduction upon the employee's

- A. Termination;
- B. Transfer to a job outside a bargaining unit for which the Union is the recognized exclusive bargaining representative
- C. Layoff
- D. Agreed upon unpaid leave of absence
- E. Failure to receive sufficient wages to equal the regular deduction; or
- F. Voluntary termination by the Member of the written authorization of the dues deduction.



**9.03** All dues collected by the City shall be paid over once each month via ACH payment or by regular US mail to the F.O.P. Ohio Labor Council, Inc. at 222 East Town Street, Columbus, Ohio 43215.

**9.04** The Union agrees to save the City harmless in the event of any legal controversy with regard to this Article.

## **ARTICLE 10**

### **Labor/Management Meeting**

**10.01** In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed at a mutually agreeable day and time, the City Manager and/or City Manager's designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

**10.02** An agenda will be furnished by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- C. Discuss grievances which have not processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by both parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to Employees.

**10.03** It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 11**

### **Seniority**

**11.01** Seniority as a Member of the Division shall be determined by continuous service in the Division of Police calculated from the Employee's date of appointment as a regular full-time officer. If two (2) or more Employees have the same date of appointment, the Employee ranking highest on the entrance eligibility list shall be the senior. Continuous service shall only be broken by resignation, discharge or retirement.

**11.02** Seniority in the ranks of Sergeant and above shall be determined by date of appointment to the specific rank. If two (2) or more Employees have the same date of appointment, the Employee ranking highest on the promotional examination shall be the senior. Seniority in rank shall only be broken by reduction in rank for disciplinary reasons, resignation, discharge or retirement. An Employee reduced in rank shall assume a position within the lower rank as determined by the



entrance appointment date or promotional appointment date. An Employee reduced in rank as the result of layoff shall be considered senior in the lower rank.

## **ARTICLE 12**

### **Job Description, Rules & Regulations, Procedures**

**12.01** The Chief of the Division has prepared a department manual, a copy of which has been furnished to present members and will be furnished to each new Employee. This manual contains job descriptions and division rules and regulations. Any modifications, additions, changes or deletions to the material contained in the manual shall be furnished to each Employee in writing for placement in his/her/their manual. Each Employee shall sign a receipt of having received such written material.

**12.02** All other procedures, memorandums, directives, general orders and special orders shall be published in a daily bulletin to be located in the dispatcher's area. Each Employee, when reporting for duty, shall initial the bulletin to indicate that he/she/they has read each new publication in the bulletin since his/her/their last tour of duty.

**12.03** The Chief of Police may request input from Labor Council representatives prior to the effective date of any new, amended or rescinded directives as described above.

**12.04** Appropriate training, as determined solely by the City, shall be provided to Employee assigned new, different or additional duties unless that Employee has previously received such training.

**12.05** Each eight (8) hour work shift shall be manned by two (2) police officers exclusive of administrative personnel. Administrative personnel shall be permitted to fill the role of a police officer in accordance with Article 14.02(b). Whenever personnel are dispatched as road units, one of the units must be a full-time officer, unless, a full time officer is not available or in the case of an emergency.

## **ARTICLE 13**

### **Hours of Work and Shift Assignment**

**13.01** For the purposes of this Agreement, a regularly scheduled workweek shall be forty (40) hours.

**13.02** Bargaining unit Members will be permitted to bid on shift assignments each calendar year by seniority, between October 1 and October 15<sup>th</sup> the preceding year. These shift bids will be effective for the following four (4) month cycles:

First cycle on or about January 1 through April 30<sup>th</sup>

Second cycle on or about May 1 through August 31<sup>st</sup>

Third cycle on or about September 1 through December 31<sup>st</sup>

**13.03** In the event a shift becomes vacant due to resignation, termination, retirement or promotion, the Sergeant filling that vacancy shall remain in that shift until the next bidding opportunity.



**13.04** Nothing contained in this Article 13, or anywhere else in this Agreement, shall prevent the Chief of Police from fulfilling his/her/their duties under Huron Codified Ordinance 145.02 in controlling the assignment of all police officers in the Division. In the event the Chief shall make a good faith determination that, for the effective and efficient operation of the Division, a Sergeant should not be assigned to the shift as bid, the Chief shall be free to assign such officer as he/she/they sees fit. In such event, the Chief shall respond in writing to the bidding Sergeant setting forth the reasons for not following the stated bid preference.

## **ARTICLE 14** **Compensation**

### **14.01 Wages.**

- A. Definitions. For purposes of determining the amount paid to Employees as set forth herein, the following terms shall apply:
  - 1. “Base Rate” shall be defined as the gross pay less all incremental adjustments resulting from training, education and longevity.
  - 2. An Employee’s “Regular Rate” shall be defined as the Base Rate plus any increased amounts in accordance with Section 14.01B-D and Article 15.
- B. All Sergeants employed as of January 1, 2022, all shall be paid in accordance with the following:
  - 1. Effective January 1, 2022, the Base Rate shall be increased by two percent (2%).
  - 2. Effective January 1, 2023, the Base Rate shall be increased by two and one-quarter percent (2.25%).
  - 3. Effective January 1, 2024, the Base Rate shall be increased by two and one-half percent (2.5%).
- C. Each Sergeant shall progress from step to step of the wage scale upon his/her/their anniversary dates of employment in accordance with the example shown in Appendix B, which is attached hereto and made a part hereof through the duration of this Agreement.

**14.02 Overtime.** All hours worked in any one day in excess of the regularly scheduled shift as determined by the Chief or forty (40) hours in one (1) week shall be paid at one and one-half (1½) times the Employee’s Regular Rate as defined by the Fair Labor Standards Act. Compensatory time off in lieu of payment for overtime shall continue to be governed by Administrative Order No. 160 dated February 5, 1993 and revised March 10, 2000, except that each Employee, during the terms of this Agreement, may accumulate up to forty (40) hours of compensatory time off. Any accumulation of compensatory time in excess of 40 hours shall be paid.

- A. Whenever it is necessary to fill a position which is vacant by reason of an emergency such as sickness, emergency leave, or other unscheduled absences, excluding compensatory time, holidays and vacations, notice of which occurs less than eight (8) hours prior to the need, the Police Chief or Chief’s designee shall have the option to first utilize part time to staff the position. It shall be within the discretion of the Police Chief to utilize overtime to staff the position.
- B. Whenever it is determined that overtime is to be utilized, the City will select the Employee to be called from a rotating list to be prepared, maintained and posted by the union.



Provided the City follows the order of the lists prepared by the union (that is, both the "Overtime List" and the "Order-In List") in calling overtime personnel, no grievance may be filed by any Member concerning overtime.

- C. The City may call more than one (1) Employee from the overtime list so that no Employee would work more than twelve (12) consecutive hours.

**14.03 Court Time.** A Member directed to appear in any court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of a duty-related incident, shall be compensated in accordance with the following:

- A. When scheduled at a time not in conjunction with the Member's regular duty time, the overtime rate for a minimum of three (3) hours or the amount of time actually worked, whichever is greater
- B. When incurred by a Member on sick leave, members regardless of their scheduled work shift prior to the sick leave use,
  - 1. If within the first ten (10) workdays on sick leave, at the overtime rate for at a three (3) hour minimum or for hours actually worked, whichever is greater.
  - 2. After ten (10) workdays on sick leave, all actual hours worked at Member's Regular Rate.

All fees shall be returned to the City in accordance with established procedure.

**14.04 Call Back.** A Member directed to report for duty by the Department Head, Division Head or their designee at a time not in conjunction with the Member's scheduled duty time shall be compensated at the overtime rate for minimum of three (3) hours or the amount of time actually worked, whichever is greater. Whenever a Sergeant is ordered to work overtime (that is, called in from the "Order-In List"), such Sergeant shall be compensated at a rate two (2) times the normal Base Rate for a minimum of three (3) or the amount of time actually worked, whichever is greater.

**14.05 Pension Pickup.** Notwithstanding the foregoing provisions on Member's compensation, and unless otherwise specified in this Agreement, the parties agree that:

- A. The City shall reduce each Member's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Police and Firemen's Disability and Pension Fund and shall contribute to the Ohio Police and Firemen's Disability and Pension Fund in addition to the City's required employer contribution, the applicable reduction in lieu of payment as proscribed by the Ohio Police and Fire Pension Fund by City of such amount to such Member.
- B. This treatment of compensation shall be mandatory as to each Member.
- C. The City shall, in reporting and making remittances to the Ohio Police and Firemen's Disability and Pension Fund, report that each Member's contribution has been made as provided by statute.
- D. The parties further agree that a Member's contract salary for purposes of (1) determining the contribution base for contributions to the fund, and (2) determining any benefits which are determined by reference to the Member's rate of pay, shall consist of:



1. the Member's cash salary as actually payable to the Member in accordance with paragraph 14.06 A, plus
  2. the amount of contribution to the fund paid by the City in lieu of payment by the Member pursuant to paragraph 14.06 A.
- E. The parties further agree that the pick-up described in paragraph 14.06 A shall remain in effect only so long as Revenue Ruling No. 81-36 remains substantially unchanged, that such pick-up is intended to be without cost to the City, and that the City has made no representations as to the effects of such pickup on any Member's benefits or level of taxable income.
- F. For the purposes of this Agreement, the City agrees to a pension pick-up in the percentage amount as set forth in Appendix B of the Member's statutory portion.

## **ARTICLE 15**

### **Education/Training Incentive Program**

**15.01** In order to address the increasing needs for more diversified services that are being placed upon the Sergeant of today by the community, it is believed that the program in this Article will enhance both the quality and type of services provided by the Police Division.

This program incorporates an incentive pay plan. By establishing this program, the Division will assist the Sergeants in foreseeing future career compensation as the results of personal initiative.

**15.02 Education Incentive Program.** A Sergeant becomes eligible for the entire range of incentive increments, which include 3 steps in the education field and several steps in the combined training.

- A. **Education.** Beginning with the first pay in December after eligibility requirements are met, and continuing each year thereafter, the Education Incentive Pay shall be paid in a single lump sum in accordance with the following:
1. A one percent (1%) increase over the Sergeant's Base Rate for forty-eight (48) quarter hours toward an Associate's or Bachelor's Degree in Police Science/Criminal Justice or related field or for one-half (½) the necessary credits or hours toward an Associate's degree, whichever is greater.
  2. An additional one percent (1%) increase over the Sergeant's Base Rate for an Associate's Degree in Police Science/Criminal Justice or related field or for 96 hours or one-half (½) the necessary credits or hours toward a Bachelor's degree, whichever is greater.
  3. An additional one percent (1%) increase over the Sergeant's Base Rate for a Bachelor's Degree or Police Science/Criminal Justice or related field.
- B. **Documentation.** All credit hours shall be at an accredited college or university, and must be in the curriculum of a Police Science or Criminal Justice Program which culminate in a degree.
1. A copy of the degree, if applicable, and certified transcripts must be submitted to the Chief for evaluation to be eligible for each incentive step.
  2. Should there be any questions on the acceptability of a course, or the credit hour equivalent for courses taken on a semester basis as opposed to quarter basis, or similar



matters, the Registrar of Lorain Community College, or the Registrar of an accredited college or university having a Police Administration Program, shall be consulted and shall make said determination.

- C. All Members who have previously attained an incentive increment described above this Article will receive an amount not to exceed the value earned based on the Base Rate attained as of January 1, 2015. This schedule shall remain in effect for 2022, 2023, 2024. The only increase in the incentive increment for all Members who have previously attained payment pursuant to this article will occur if the Member completes an additional education level.
- D. All Members current and future who have not received an education incentive as of the effective date of this Agreement will earn education incentives in accordance with the following schedule:
  - 1. \$500.00 one-time for the completion of an Associate's Degree;
  - 2. \$1,000.00 one-time for the completion of a Bachelor's Degree.

**15.03 Education Alternative.** Members may elect to participate in the City's Education Assistance Program as set forth in the Administrative Order dated March 10, 2000. To elect to participate in the Education Assistance Program, a Member must notify the City in writing of such election by October 31<sup>st</sup> of each year for the coming year. A Sergeant may participate in both the "Education Incentive Program" described in Section 15.01, and this "Education Alternative" described in this Section 15.03.

**15.04 Training.** Each Member who has completed the grade steps and who successfully completes forty (40) hours of training over and above the State of Ohio Mandated Training Per Year will receive a one percent (1%) salary increment in the first pay of December in the year following the year in which the training was completed. The one percent (1%) will be calculated on the base wage rate in effect during the year in which the training was completed. Any Sergeant retiring during the life of this Agreement and who otherwise qualifies for this training bonus shall receive his/her/their training bonus for the year in which he/she/they retires prior to the end of his/her/their last year of service rather than in his/her/their next year's pay as with non-retiring Sergeants.

**15.05 Longevity.** A Member shall receive a longevity payment in accordance with the completion of the required years of service as hereinafter set forth. This payment shall be paid in an annual payment as part of the twenty-fourth payroll of each year, provided, however, that should a Member not have reached his/her/their anniversary date by the time of the close of said pay period, the payment shall be paid as part of the payroll during which the Member reaches his/her/their anniversary date.

	Sgt. C	Sgt. B	Sgt. A
Upon completion of 3 years service	\$580	\$608	\$637
Upon completion of 8 years service	\$1,160	\$1,216	\$1,274
Upon completion of 13 years service	\$1,740	\$1,824	\$1,911
Upon completion of 18 years service	\$2,320	\$2,432	\$2,548
Upon completion of 23 years service	\$2,900	\$3,040	\$3,185



**ARTICLE 16**  
**Uniforms and Maintenance**

**16.01** The City shall continue to provide all uniforms and equipment to persons who are appointed as full-time salaried Members to the position Sergeant.

**16.02** Persons who fail to successfully complete their probationary period shall return all uniforms and equipment to the City. The City as in the past shall continue to furnish and pay the full cost of dry-cleaning service for uniform items.

**16.03** Effective January 1 of each calendar year following completion of the Member's original probationary period, a member shall be authorized to requisition for each calendar year during the term of this contract in uniforms and required equipment subject to procedures as promulgated by the City as follows: one thousand dollars (\$1000.00). Sergeants shall supply their SRT gear from these allowances.

**16.04** In addition, City shall replace the bullet resistant vest of each Member as each vest becomes five (5) years of age. The vest shall be of the Sergeant's choosing up to a maximum cost of Six Hundred Dollars (\$600.00). Vests that are issued to the SRT Officers shall also be replaced when they become over five (5) years old. On termination of employment for whatever reason, the City may request and shall receive from the Member such uniforms and equipment equal to what was originally issued to the Member.

**16.05** When it is clearly shown that the personal property of a Member was damaged while discharging his/her/their duties as an Employee of the City and through no fault of his/her/their own, then the City Manager may, by written order, authorize the replacement or repair of the personal property to its original state at the initial expense of the City. The term personal property may include such items as eyeglasses, dentures, watches, flashlights, etc. (Administrative Order #123 dated November 13, 1985.

**16.06** In the event the City unilaterally determines a new or different type uniform item shall be adopted and worn by Members, the City shall furnish the original issue in appropriate quantities and said cost shall not be charged against the annual allowance. In the event the Union requests a new or different type uniform and the City agrees to adopt the requested change, the Members shall purchase those items in appropriate quantities.

**16.07** Officers that complete their probationary period shall be issued a Class 'A' uniform at the expense of the City.

**ARTICLE 17**  
**Travel Expenses, Mileage Allowance**

**17.01** Members shall utilize City owned vehicles for City-related, official travel whenever possible. Only upon prior authorization from the Chief of Police will mileage reimbursement for the use of personal vehicles be afforded. In the event that prior authorization is given, the City shall pay a mileage allowance for use of personal vehicles at the rate allowed by the IRS as that amount may change from time to time.



**ARTICLE 18**  
**Vacations**

**18.01** The City shall provide vacation with full base pay in accordance with the schedule listed below.

<u>Years of Service</u>	<u>Annual Accumulation</u>
After 1 Year	2 Weeks
After 7 Years	3 Weeks
After 13 Years	4 Weeks
After 20 Years	5 Weeks
After 26 Years	6 Weeks

**18.02** The rules governing the scheduling of vacation time shall be as set forth in Article 20.

<u>Annual Vacation Entitled To</u>	<u>Credit Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

**ARTICLE 19**  
**Holidays**

**19.01** The City shall continue to grant paid holidays in accordance with Codified Ordinance 163.04 as in effect on January 1, 1991. The date of a given holiday shall be the actual date of the holiday and not the date the holiday is observed by the City.

**19.02** The holidays are as follows:

New Years Day	Martin Luther King Jr. Day	President's Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
The Friday after Thanksgiving Day	Christmas Day	

In addition, there shall be three (3) one-half day paid holidays as follows:

- A. One-half (½) day on the day before Christmas;
- B. One-half (½) day before New Years Day; and
- C. One-half (½) day on Good Friday afternoon.



**19.03** In addition to the paid holidays set forth in Section 20.025, each member shall be entitled to three (3) extra days off with pay each calendar year. Such extra days shall be the choice of the member. Such extra days shall be the choice of the member subject to section 20.025.

**19.04** Holiday Pay.

- A. Employees shall be paid for eight (8) hours at their Regular Rate for each of the holidays listed in Section 19.02 when no work is performed on such holidays.
- B. Employees working holidays will be paid one and one-half (1½) times their Regular Rate for each hour worked in addition to eight (8) hours at their Regular Rate for each of the holidays listed in Section 19.02.
- C. Employees shall have the option of being compensated at their Regular Rate in the first pay period of December as outlined below or, Employees may elect to take Holiday Pay in the form of a day off for each holiday listed in Section 19.02.
  - 1. All elections shall be made in writing to the City Manager no later than November 1 in the preceding year.
  - 2. Should an Employee fail to notify the City Manager of his/her/their election, the City will automatically determine that the employee will be compensated as outlined below and will not afford holiday hours for time off to the employee.
  - 3. Any employee electing to utilize holiday time in the form of time off shall be compensated for no more than forty (40) hours of unused holiday time in the first pay period of January in the following year.
  - 4. At no time will unused holiday time be carried over to be used as paid time off in the following year.
- D. An employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) hours vacation or paid leave time and will be paid for the holiday in addition.
- E. Holiday hours not worked will not be recorded or charged.
- F. In order to be eligible for holiday pay the Employee must work the last regularly schedule shift immediately preceding the holiday and the first regularly scheduled shift that immediately follows the holiday unless the Employee has an excused absence.
  - 1. For purposes of this section, excused absence shall be defined as funeral leave as provided in the Agreement, illness which is verified by a physician's certificate, approved vacation leave, and personal day as provided in this Agreement.
  - 2. The employee must be on the active payroll during the week in which the holiday falls.
- G. Payment for all holidays outlined set forth in Section 19.02 shall be made to an Employee at his/her/their Regular Rate in a lump sum in a draft, in one separate check on the normal pay day in the first pay period of December of each year. An Employee shall not be entitled to any interest which may accrue on such deferred Holiday Pay.
- H. An Employee who leaves employment with the Employer prior to December of the year in which the Holiday Pay is to be made and other than for reasons outlined in this Article 19, shall receive payment in a lump sum and in a separate check for all earned but not deferred Holiday Pay which the Employee has accrued as of the date of Employee's separation.



Such Employee shall not be entitled to interest which may accrue on such deferred Holiday Pay.

- I. An Employee shall not be entitled to any Holiday Pay as provided in this Article during the period the Employee is on an approved leave of absence, or during a period in which Employee is on layoff.
- J. Holiday hours begin at 0000 on the date of the holiday and end at 2359 on the same day.

**19.05** In order to be eligible for Holiday Pay, the Employee must work the last regularly scheduled shift immediately preceding the Holiday and the first regularly scheduled shift immediately following the Holiday unless the Employee has an excused absence.

- A. For purposes of this section, excused absence shall be defined as funeral leave as provided as the Agreement, illness which is verified by a Physician's certificate, approved vacation, personal day or other approved time off as provided in this Agreement.
- B. The Employee must be on the active payroll during the week in which the Holiday falls.

## **ARTICLE 20**

### **Scheduling Time Off**

**20.01** Employees making written request to the Chief or Chief's designee for scheduled time off (vacation time, holidays, personal time or comp time) shall use the "General Request Form" in Appendix C. All forms must be fully filled out or they will be rejected.

**20.02** Employees making written request to the Chief or Chief's designee for use of three (3) or more consecutive days off using vacation and/or holiday time inclusive or noninclusive of scheduled days off, with at least thirty (30) days advance notice will be deemed approved. Subject to Section 20.05, Employees further agree no Employee shall be "ordered-in" to work any scheduled time off. Part-time personnel will be used when applicable and the "voluntary" rotating overtime list will be used on all remaining uncovered shifts. In the event of an emergency as determined by the Police Chief, but not to avoid overtime, any time off may be denied or revoked.

**20.025** Employees making written request to the Chief or Chief's designee for use of any personal time, with at least thirty (30) days advanced notice shall be deemed approved. Employees further agree no Employee shall be "ordered-in" to work any scheduled time off. Part-time personnel will be used when applicable and the "voluntary" rotating overtime list will be used on all remaining uncovered shifts.

**20.03** An Employee may submit the request for scheduled time off during any part of the year. The Chief or Chief's designee shall approve or disapprove each such request no later than seven (7) days after the request has been received. The Chief or Chief's designee shall have the option to waive the foregoing requirements and grant scheduled time off at times other than hereinabove provided. If the Chief or Chief's designee does not respond within seven (7) days of receipt of the request, the request shall be deemed approved.

**20.04** In the event two Employees of the Police Division request the same starting date for scheduled time off, preference shall be given to the Employee making their request first. In the



event the dates are the same, rank seniority, then division seniority shall be the determining factor with the request of the ranking Employee recognized.

**20.05** The City shall have the right to cancel an Employee's scheduled time off in the event of a real and present emergency; provided, however, the inability of the Employer to cover the Employee's scheduled time off by other Employees shall not be considered an official emergency to enable Employer to cancel an Employee's approved vacation. In the event the City cancels a previously approved scheduled time off of three (3) consecutive days or more, the City will reimburse the Employee for documented amounts of deposits or prepaid, nonrefundable expenses lost due to cancellation.

## **ARTICLE 21**

### **Sick Leave**

**21.01** An Employee shall continue to be entitled, for each month of service, to sick leave of one and one fourth (1 ¼) workdays with pay and shall be entitled to accumulate an unlimited amount of sick leave pursuant to Codified Ordinance 163.02 as in effect on January 1, 1991. An Employee may use sick leave, upon approval of the responsible Division Head, for absence due to illness, injury or exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family. Immediate family shall be as described in Codified Ordinance 163.03. The responsible Division Head may require the Employee to furnish a satisfactory certificate that the absence was caused by illness due to any of the causes mentioned in this section and is capable and fit to return to regular assigned duties.

**21.02** In addition to the foregoing, any Employee may use up to three- (3) day's sick leave upon approval of the responsible Division Head for the birth of a child by the Employee or the Employee's spouse.

**21.03** An Employee who transfers from one City department to another shall be credited with the unused balance of his/her/their accumulated sick leave.

**21.04** Each Employee whose employment with the City commenced on or after January 1, 1973 shall be allowed a credit for accumulated sick leave accrued while in the employ of another Ohio political subdivision up to a maximum of fifteen (15) days upon proof of employment with another Ohio political subdivision.

**21.05** An Employee who has a minimum of 1,000 hours accumulated sick leave by the end of December of the preceding year may request, by the last working day of January of any calendar year on the form provided in Appendix D and shall be granted the right to convert one-hundred twenty (120) hours sick leave to forty (40) hours personal time. An Employee shall not convert or accumulate in excess of forty- (40) hour's personal time on any calendar year.

**21.06** As of December 31, 2002, an Employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided in Appendix E and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment to be paid to the Employee with the first pay of February.



**21.07** In the event an Employee would be eligible to receive an award from the Ohio Bureau of Workers' Compensation and also be eligible to receive sick leave payments for the same injury, such Employee shall reimburse the City for sick leave payments received by the Employee from the City to the extent of payments received from the Bureau of Workers' Compensation. To the extent of such reimbursement, the sick leave records of the Employee shall be debited to reinstate the hours for which the Employee had been charged.

**21.08** After three (3) consecutive sick days, the Chief or Chief's designee may request written confirmation from a physician of the nature of the Employee's illness. After five (5) consecutive days the Employee must produce written confirmation from a physician of the nature of the Employee's illness.

**21.09** After any three (3) sick days in any rolling three (3) month period, the Chief or Chief's designee may request written confirmation of the nature of the Employee's illness(es).

**21.10** When reasonable suspicion indicates that any Member of the bargaining unit is unable to perform the essential functions of his/her/their position, the City may require a physical or mental fitness for duty examination at its expense by a licensed physician, psychologist, or psychiatrist of its selection. The City shall be entitled to a copy of such professional's report.

**21.11** For all Employees employed as of December 31, 2011, the following shall apply:

- A. Effective January 1, 2012, all sick leave hours shall be frozen at the hourly rate in effect on December 31, 2011. The frozen hours shall be multiplied by the 12/31/11 hourly rate to arrive at the amount of payout to which the Employee is eligible for accumulated sick leave. The Employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city.
- B. Upon retirement, the Employee has the option of being paid out sick leave in accordance with the greater of:
  - 1. one (1) day for each accrued three (3) days up to a maximum of 480 hours at the Employee's current Regular Rate; or
  - 2. the frozen amount determined on December 31, 2011.

These two plans are mutually exclusive and any Employee employed as of December 31, 2011 may accept one of the two alternatives upon retirement or his/her/their beneficiary upon death in office.

**21.12** Employees hired after January 1, 2012, shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the Employee's current Regular Rate.

## **ARTICLE 22** **Safety and Health**

**22.01** The City will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every Employee. The Employees agree that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a



reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

### **ARTICLE 23**

#### **Job Related Injury Leave**

**23.01** Any Employee suffering a physical injury on the job or job-related illness which leaves the Employee disabled and unable to perform their regular duties shall be paid their Regular Rate during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.

**23.02** Injury or job-related illness leave pay shall also be contingent upon the injured Employee signing or transferring to the Employer, in writing, any remuneration they may receive from the Bureau of Worker's Compensation on account of said injury. The Employer may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the Employer.

**23.03** During the period of disability leave, the Employer, in addition to paying the Employee's regular wages, will make payment into any and all insurance and/or pension plans as required by this Agreement, any amendment hereto, and/or otherwise as part of the employment relationship between the Employer and the Employee. During such period of disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.

**23.04** The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this Section. This examination shall be at the City's expense.

### **ARTICLE 24**

#### **Leave for Family Death**

**24.01** The City shall continue to grant bereavement leave in accordance with Codified Ordinance 163.03 as in effect on August 25, 2000.

**25.02** For purposes of this Article, "immediate family members" shall include all of the following: parents, stepparents, sibling, stepsibling, half-sibling, spouse, child, stepchild, grandparents, mother-in-law, and father-in-law.

### **ARTICLE 25**

#### **Emergency Leave**

**25.01** If a serious or unexpected emergency occurs to an Employee's spouse or children, or a



member of the immediate family in his/her/their household, the Employee shall be allowed to leave his/her/their duties for a maximum of three (3) days, upon approval of the Department Head.

**25.02** Arrangements to enable the Employee to return to his/her/their duties after the third duty day must be made if the emergency continues beyond that time.

**25.03** Emergency days off in excess of the first day of each emergency shall be charged against the Employee's accumulated sick leave.

## **ARTICLE 26**

### **Jury Duty**

**26.01** A Member who is called for jury duty shall, upon notice to the Chief of Police, be paid his/her/their regular salary or wages less the amount of pay received for jury duty service in accordance with Codified Ordinance 163.08 as in effect on January 1, 1988. Members called to report for jury duty shall notify the Chief of Police who may place the Member on paid leave of absence status. The Member shall be placed on day shift for the duration of his/her/their jury service. For this period, other shifts may be adjusted to maintain required coverage.

## **ARTICLE 27**

### **Military Training Leave**

**27.01** The City shall continue to grant a leave of absence for military training in accordance with Codified Ordinance 163.09 as in effect on April 22, 2002.

## **ARTICLE 28**

### **Maternity Leave**

**28.01** The City shall continue to grant maternity leave in accordance with Codified Ordinance 163.07 as in effect on January 1, 1988.

**28.02** The City and the Members covered by this Agreement are subject to the terms of the Family and Medical Leave Act. The conditions under which Family and Medical Leave is granted shall be in accordance with federal law and regulations.

## **ARTICLE 29**

### **Weather Emergencies**

**29.01** When a weather emergency is declared by the City Manager or City Manager's designee, those affected shall receive their regular pay and shall offset such pay against accumulated personal, vacation, holiday or compensatory time. The City Manager or City Manager's designee shall consult with the officer in charge of the Police Division as to the duration of a given emergency.



**ARTICLE 30**  
**Health Insurance**

**30.01** The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be better or equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit Members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management.

**30.02** In the event the City proposes to substantially change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty days (60) days prior to the proposed effective date of said changes.

**30.03** The Employee's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employees will be responsible for 5% of the employee benefits program including medical/prescription drugs, dental and vision. The following schedule will be used to gradually achieve the 5% contribution.

<b>Calendar Year</b>	<b>Employee Contribution</b>
2022	No Change
2023	4%
2024	5%

Bargaining unit Members shall be responsible for paying the same amount as the general non-bargaining employees including management for their monthly insurance cost not to exceed 4% in the calendar year 2023 and 5% in the calendar year 2024.

**30.04** The City offers an "opt-out" payment to those Employees who do not enroll in the City's medical and prescription drug plan for themselves and/or their dependent children. To receive the opt-out payment, two conditions must be met.

- A. An annual form must be completed communicating to the City that the Employee was offered coverage but has elected to opt-out. This form can be found in Appendix F.
- B. The Employee must provide reasonable evidence that the Employee and all other individuals (*for whom the Employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end with the City's plan year to which the opt-out arrangement applies*) will have minimum essential coverage during the period of coverage to which the opt-out arrangement applies.
  1. Individual coverage does not meet this requirement.
  2. If the Employee loses coverage during the plan year, this would be considered a qualifying event and the Employee would be able to enroll in the City's plan with no lapse in coverage. The Employee must complete an enrollment form requesting coverage under the City's plan within 30 days of losing coverage.
- C. Certification of Other Coverage. Before an Employee may opt out of the City's Health Insurance plan, the Employee must provide proof of coverage under another insurance



policy by providing one or more of the following: certificate of insurance, summary plan description, evidence of coverage, contract of coverage, or IRS form 1095-A, 1095-B, or 1095-C.

- D. Beginning for plan year 2022, Opt-Out Payments are listed in the table below. The City will provide Members of the bargaining unit a cash incentive plan for those eligible Employees electing to “opt-out” of the medical, dental, vision, and prescription drug coverage that is made available.

Enrollment Tier	Annual Amount	Quarterly Amount
Waive Employee Only	\$3,000	\$750
Waive Employee plus Child(ren)	\$6,000	\$1,500
Waive Children	\$3,000	\$750

**30.05 Spousal Carve-Out.** If an Employee’s spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor), in a business or organization’s (e.g. partner, member) group medical/prescription drug plan sponsored by his/her/their employer, business, organization, the spouse is **not eligible** for the City of Huron’s group health plan. This requirement does not apply to any spouse who:

- A. Is not employed or is retired without access to a group retirement plan
- B. Is employed and working less than 30 hours per week;
- C. Is employed and not eligible for coverage under his/her/their employer’s plan. However, the open enrollment period for the spouse’s employer is not relevant to a spouse’s ability to join the plan.
- D. Is employed by the City of Huron;

**30.06 Dependent Verification** Any Employee who enrolls a dependent to the medical, dental and/or vision plan will be required to provide documentation at the time of enrollment and as may be afterwards required which demonstrates that the dependent meets the City’s eligibility criteria for the benefit(s) being selected.

- A. Dependent Children: appropriate documentation shall be provided per the following:
  - 1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
  - 2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
  - 3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
  - 4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
  - 5. Court Order to provide medical benefits.
- B. Legally Married Spouses: appropriate documentation shall include:
  - 1. If married within the prior 12 months of enrollment, a Government Issued Marriage Certificate, including the date of Employee’s marriage. (Church-issued certificates are not acceptable.)



2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee's spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security numbers redacted.
- C. Audit. An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 30.05.

**30.07 Health Reimbursement Account.** The City will provide Health Reimbursement Accounts (HRA) for all Employees enrolling in the medical plan, which can be used to offset network deductible, coinsurance, and prescription expenses. Beginning with plan year 2022, the chart below reflects the HRA dollars that will be provided by coverage tier.

Coverage Elected	HRA Amount
Employee Only Coverage	\$5,600
Employee + Child(ren)	\$11,200
Employee + Spouse	\$10,700
Employee + Family	\$10,200

### **ARTICLE 31**

#### **Special Assignment**

**31.01** Members may be placed on special assignment with pay to attend training courses or seminars which are approved, assigned and paid for by the City. The travel time to and from the aforementioned training shall be compensable if the total travel and training time exceeds eight (8) hours a day. If such training is assigned by the Chief, the time spent in travel away from home outside of regular working hours, including time spent as a passenger on an airplane, train, boat, bus or automobile, shall be compensable. If such training is approved, but not assigned or required by the Chief, the time spent at the training program and travel time shall be compensable, but such compensable time shall not include time spent as a passenger. In all cases, compensable travel time shall not include the time a Member would travel to and from his/her/their regular assignment, and total compensable training time shall not include that time scheduled for meal breaks. Time devoted to study, class projects or similar activities shall not be compensable.

### **ARTICLE 32**

#### **Life Insurance**

**32.01** The City shall provide each Member a \$50,000.00 term life insurance policy and shall pay the full cost of premiums. Each Member shall have the option to increase the amount of the life insurance policy on his/her/their life at the Member's own expense.



**ARTICLE 33**  
**Other Insurance**

**33.01 Professional Liability.** The City shall continue to provide insurance or otherwise provide competent legal counsel to each Member named as a defendant in a civil action resulting from the Member's performance of police duties and responsibilities for the City and further indemnifying the Member to a combined single limit of \$500,000.00 in damages.

**33.02 Auto Liability.** Further, the City shall continue to provide insurance or provide competent legal counsel to each Member named as a defendant in a civil action resulting from the operation of a Division of Police vehicle while in performance of police duties and responsibilities for the City and shall indemnify the Member to no less than the minimum limits of motor vehicle liability as set forth in the Ohio Revised Code.

**ARTICLE 34**  
**Surety Bonds Required**

**34.01** The City shall continue to furnish a corporate surety bond for each Union Member in accordance with Codified Ordinance 163.01 as in effect on January 1, 1988.

**ARTICLE 35**  
**Union Meetings**

**35.01** The City agrees that Union Members may hold official meetings in the offices of the Huron Division of Police with the consent of the Chief of Police. Such meeting shall not interfere with the operations of the Division of Police.

**ARTICLE 36**  
**Bulletin Board**

**36.01** The City shall continue to provide a bulletin board for use by the Union, which shall be permanently mounted on an area of common use by all Union Members. The ranking Union official may post Union notices as follows.

- A. Recreational and social events.
- B. Elections and election results.
- C. General membership and business meetings.
- D. Business of interest to employees.

**36.02** Other types of notices may be posted with the expressed permission of the Chief of Police. Unauthorized notices may be removed by the Chief of Police who shall immediately notify the ranking Labor Council official of this action.

**36.03** All materials posted shall be in good taste and shall in no way discredit another individual or agency or be of an obscene nature.



**36.04** No Union notices of any kind shall be posted elsewhere on Division of Police premises or equipment and any such notices shall be immediately removed by the ranking officer on duty.

**ARTICLE 37**  
**Personnel Files**

**37.01** The City shall maintain only those personnel files necessary to maintain the efficiency and effectiveness of the City and to document the employment history of an Employee. Personnel Files are public records. The records of public safety Employees are open to the public except for information which is exempt under O.R.C. Chapter 149 et seq. as follows:

- A. The address of the actual personal residence of a peace officer, except for the state or political subdivision in which the peace officer resides;
- B. Information compiled from referral to or participation in an employee assistance program;
- C. The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to, a peace officer;
- D. The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a peace officer by the peace officer's employer;
- E. The identity and amount of any charitable or employment benefit deduction made by the peace officer's Employer from the peace officer's compensation unless the amount of the deduction is required by state or federal law;
- F. The name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of a peace officer;
- G. A photograph of a peace officer who holds a position or has an assignment that may include undercover or plain clothes positions or assignments as determined by the peace officer's appointing authority.

The Employee may be given advance written notice of an oral or written request to view his/her/their personnel file.

**37.02** An Employee will be allowed to review his/her/their personnel file at any reasonable time upon request to the Chief of Police and in the presence of the Chief or Chief's designee. The Employee shall be permitted to copy any documents contained in his/her/their personnel file.

**37.03** Information resulting from an anonymous complaint or based upon hearsay information without corroborative information in the opinion of the Chief of Police shall not be placed in an Employee's personnel file.

**37.04** An Employee who, upon review of his/her/their personnel file, has reason to believe inaccuracies are contained in documents filed therein, may write a memorandum to the Chief of Police explaining the alleged inaccuracy. In the event the Chief concurs with the Employee, the Chief shall remove the document or permanently indicate on the document that an objection has



been filed. The Employee's objection with the Chief's concurrence shall be attached to the document. In the event the Chief does not concur the Chief shall permanently indicate on the document that an objection has been filed and attach same to the document.

**37.05** Except as otherwise set forth in this Article, upon written request of the Employee, oral and written reprimands will be removed from the Employee's active personnel file after twenty-four (24) months, provided there are no same or similar disciplinary actions during such period of time. Records of oral or written reprimands thus removed from an Employee's active personnel file will be presented for destruction at the first meeting of the City's Records Commission occurring after removal from the active file.

**37.06** Except as otherwise set forth in Article 37, upon written request of the Employee, records of a suspension shall be removed from the Employee's active personnel file after sixty (60) months, provided there are no same or similar disciplinary actions during such period of time. Records of suspensions shall be retained in the Employee's inactive personnel file. Records of suspensions thus retained in the employee's inactive personnel file shall not be used for progressive discipline purposes, but shall be available for review and consideration by the City Manager when considering promotions.

## **ARTICLE 38**

### **Discipline**

**38.01** All disciplinary actions shall be for just cause, and in accordance with Codified Ordinance 161.10 as in effect on January 1, 1988, and in accordance with the division rules and regulations and procedures referred to in this Agreement.

**38.02** Prior to filing any written disciplinary documents in the Member's personnel file, the document shall be submitted to the Member and acknowledged on the document by the Member. In the event the Member refuses to acknowledge receipt of the document, the City shall note the refusal on the document prior to filing.

## **ARTICLE 39**

### **Grievance Procedure**

**39.01** The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and a reasonable effort shall be made to resolve a particular situation.

**39.02** The following matters, which shall constitute a "grievance", shall include an allegation by a Member that there is or has been:

- A. a breach, misinterpretation or improper application of this Agreement;
- B. abnormally dangerous or abnormally unhealthy working conditions;
- C. disciplinary action administered in accordance with Article 38 hereof.



It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by City Charter, or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

**39.03** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

**39.04** A grievance may be brought by any Member. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance.

**39.05** The Member may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.

**39.06** Any grievance not answered by the City within the stipulated time limits may be advanced by the Union Member to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, "Calendar Days" shall be used in the procedure. All written grievances must contain the following information to be considered:

- A. aggrieved Member's name and signature;
- B. aggrieved Member's classification;
- C. date grievance was first discussed;
- D. date grievance was filed in writing;
- E. name of supervisor with whom grievance was discussed;
- F. date and time grievance occurred;
- G. where grievance occurred;
- H. description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated; and
- J. resolution requested.

**39.07** A written response to a grievance shall contain the following information:

- A. a decision;
- B. facts upon which the decision is made;
- C. remedial action taken or recommended; and
- D. signature of the superior.

**39.08** A grievance that affects all Members, or all Members of one rank or grade, may be initiated by the Union and submitted at Step (3). A Member shall have the right to present grievances and have them adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union and its



representatives are notified and have the opportunity to be present at every meeting beyond Step (2).

**39.09** A grievance may be referred to the superior next highest in the chain of command should an immediate superior be predictably absent from duty for more than seven (7) consecutive calendar days.

**39.10** A copy of a written grievance, and response, which resolves such grievance at Step (2) shall be forwarded to the Chief of Police and the Coordinator.

**39.11** At Step (3) and forward, the City agrees to meet with the parties to the grievance. The Union Coordinator may be present.

**39.12** Persons or body of persons, having authority to resolve grievances as provided within this Article shall limit their decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement and shall be without power or authority to make any decisions contrary to, inconsistent with, or modifying in any way the terms of this Agreement.

### **39.13 Procedural Steps**

- A. Step 1. Informal Step. As a preliminary step, prior to pursuing the formal steps of the grievance procedure should a conflict arise between the City and a member related to the issues of this Agreement, the member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his/her/their immediate superior. It shall be the intent of the City and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below.
- B. Step 2. Immediate Supervisor. If the employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the employee may process the grievance to Step 2 of this procedure. The grievant will present the alleged grievance, in writing, within seven (7) days following the Immediate Supervisor's oral response, using the form jointly developed by the parties (see Appendix G). It shall be the responsibility of the Immediate Supervisor to investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented the written grievance.
- C. Step 3. Chief Of Police. If the employee and the Immediate Supervisor are unable to resolve the grievance at Step 2, the employee may process the grievance at Step 3 of the procedure. The grievant must present the written alleged grievance which may contain additional relevant information to the Chief of Police within seven (7) calendar days following the reply at Step 2. It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.
- D. Step 4. City Manager. The union member may appeal the grievance to the City Manager within seven (7) calendar days after receiving the Step 3 reply. The City Manager shall attempt to adjust the matter and shall respond to the grievant with a written answer within fifteen (15) calendar days, following the meeting.



E. Step 5. Binding Arbitration.

1. If the grievance is not resolved at Step 4, the Union or the City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.
2. Within ten (10) calendar days of receipt of intent to file under arbitration, the City and the Union shall by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may be mutually agreed.
3. On receipt of the nominations, the Union and the City shall each eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by coin flip. A date for arbitration shall be set as soon as availability of the arbitrator is determined and both the Union and the City agree.
4. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed at the arbitrator's hearing. The arbitrator shall reduce his/her/their decision to writing and state his/her/their reasons for reaching the decision.
5. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the parties. The expenses on any non-Member witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any-transcript. Any bargaining unit Member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her/their normally scheduled working hours on the day of the hearing.
6. It is expressly understood that the ruling and decision of the arbitrator, within his/her/their function described herein, shall be final and binding upon the parties provided that such decision conforms to State and Federal law.

**ARTICLE 40**  
**Copies of Agreement**

**40.01** The City agrees that it shall furnish at no charge a copy of this Agreement to each Member of the bargaining unit.

**ARTICLE 41**  
**Duration**

**41.01** This Agreement shall become effective January 1, 2022 and shall terminate on December 31, 2024.

**41.02** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Notice to modify or terminate this Agreement shall comply with OAC 4117-1-02.



**ARTICLE 42**  
**Alcohol/Drug Abuse Policy**

**42.01 Purpose.** The City of Huron and the F.O.P. realize the obligation to maintain a safe and healthy workplace for the employees of the City free from the use of alcohol and drugs of abuse. This policy is in response to the increasing evidence that the over/misuse of alcohol and drugs of abuse creates a clear and present danger to the Employee, to fellow Employees and to the public. It addresses the on-duty use and misuse of alcohol and/or drugs of abuse.

**42.02 Policy Statement:**

- A. No Employee shall possess or use any controlled substances, narcotics, or hallucinogens except when prescribed in the treatment of Employee by a physician or dentist. When a controlled substance, narcotics, or hallucinogens are prescribed, Employees shall notify their immediate supervisor and show written confirmation from the attending physician.
- B. No Employee shall store or bring into any City facility or vehicle, any alcoholic beverages, controlled substances, narcotics, or hallucinogens, except those which are held as evidence.
- C. No Employee shall consume intoxicating beverages while in uniform or on duty except in the performance of duty, and while acting under specific orders from the Chief of Police.
- D. No Employee shall appear for duty, or be on duty, if any of the following apply.
  - 1. the Employee is under the influence of alcohol, a drug of abuse, or alcohol and any drug(s) of abuse;
  - 2. the Employee has a concentration of two-hundredths of one percent (0.02%) or more by weight of alcohol in the blood;
  - 3. the Employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of his/her/their breath.
- E. Employees, while being compensated for being on-call, shall refrain from consuming alcoholic beverages and/or any drugs of abuse or mood-altering substances.

**42.03 Procedures.** Suspected violations of this drug and alcohol policy will subject an employee to the following.

- A. Any Employee who has reasonable suspicion of an Employee's substance abuse will immediately relieve the involved Employee from his/her/their duties and will immediately notify the Chief or Chief's designee of the reason he/she/they suspects substance abuse. The Chief or Chief's designee will determine whether sufficient suspicion exists to warrant testing.
- B. If the Chief or Chief's designee determines there is sufficient reasonable suspicion to believe there is a violation, the involved employee will be transported to Firelands Regional Medical Center by the Employee's supervisor for testing. If the parties have not previously agreed otherwise in writing, the Medical Provider shall be Firelands Regional Medical Center.
- C. The involved employee will be required to submit to a test of their blood, breath or urine as selected by the Chief or Chief's designee.
- D. The involved employee will be suspended with pay until such time as analysis is



completed. If the analysis is returned with no drugs being found, the Employee shall be reinstated and all records of the suspension and testing shall be purged from the Employee's personnel record.

- E. Any testing will be conducted and no expense to the Employee.

#### **42.04 Screening Process.**

- A. The sample collection, testing methodology, and screening standards for drugs of abuse will be a routine 8 - panel screen, which is performed with chain of custody procedures. An automatic confirmation process is to be included with this screen; i.e., the specimen has been through two rounds of testing. The first screening is via the immuno-assay method and then any positive screen is confirmed via gas chromatography/mass spectroscopy (GC/MS).
- B. The sample collection, testing methodology, and screening standards for alcohol will be done in accordance with established standards acceptable to the Ohio Department of Health as if the sample was collected and processed for a driving under the influence violation. Chain of custody procedures will be maintained.

#### **42.05 Disciplinary Action.**

- A. Failure to comply-with the policy as it applies to the misuse of alcohol will result in disciplinary actions as follows:
  - 1. First offense: the Employee will be suspended for three (3) working days without pay.
  - 2. Second Offense: The Employee will be suspended for ten (10) working days without pay. An employee assistance program (EAP) will be mandatory for the involved Employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
  - 3. Third Offense: The Employee will be terminated immediately.
- B. Failure to comply with the policy as it applies to the misuse of drugs of abuse will result in disciplinary actions as follow:
  - 1. First Offense: The Employee will be suspended for ten (10) working days without pay. An employee assistance program will be mandatory for the involved Employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
  - 2. Second Offense: The Employee will be terminated immediately.
- C. Voluntary entry into an employee assistance program is not grounds for disciplinary action outside a violation of this policy.
- D. The failure by an Employee to attend a mandatory employee assistance program will result in termination.
- E. An Employee who has successfully completed the employee assistance program as part of disciplinary action resulting from an alcohol related offense may have his/her/their records expunged of the incident providing there is no related offense within a five (5) year period. There is no provision for an expungement of a drug related offense.
- F. An Employee who refuses to submit to the requested test or tests shall be considered to have tested positive and disciplinary action will be administered in accordance with standards established here in.



**ARTICLE 43**  
**Extra Duty Events**

**43.01** All extra duty events, outside an Employee's regularly scheduled shift, shall be compensated at the overtime rate.

FOR THE EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date submitted:\_\_\_\_\_

Date signed:\_\_\_\_\_

FOR THE UNION:


\_\_\_\_\_


\_\_\_\_\_

\_\_\_\_\_



## APPENDIX A

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
	
Fraternal Order of Police, Ohio Labor Council, Inc. 222 East Town Street, Columbus Ohio, 43215-4611 Telephone 800-367-6524	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc. (PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Mail this original to FOP/OLC. This card is kept Confidential.	

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
	
Fraternal Order of Police, Ohio Labor Council, Inc. 222 East Town Street, Columbus Ohio, 43215-4611 Telephone 800-367-6524	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc. (PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Present this original to your auditor.	



## **APPENDIX B**

### **Hourly Rates of Pay**

#### **COMPENSATION SCHEDULE**

<i>Officers</i>	<b>2021</b>	<b>2022 (\$1 + 2%)</b>	<b>2023 (2.25%)</b>	<b>2024 (2.5%)</b>
A	\$30.19	\$31.81	\$32.53	\$33.34
B	\$26.91	\$28.47	\$29.11	\$29.84
C	\$22.64	\$24.11	\$24.66	\$25.27
D	\$20.69	\$22.12	\$22.62	\$23.19
E	\$19.98	\$21.40	\$21.88	\$22.43
<i>Sergeants</i>	<b>2021</b>	<b>2022 (2%)</b>	<b>2023 (2.25%)</b>	<b>2024 (2.5%)</b>
A	\$37.34	\$38.09	\$38.94	\$39.92
B	\$35.63	\$36.34	\$37.16	\$38.09
C	\$33.99	\$34.67	\$35.45	\$36.34



**APPENDIX C**

**Huron Police Department / General Request**

Print Date/Time:

Employee

Unit #:

Requesting Select One:

Start Date:

Start Time:

End Date:

End Time:

Comments:

**Approved**

☐

**Employee Signature:** \_\_\_\_\_

**Disapproved**

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

☐

**Returned Date:** \_\_\_\_\_

**Cut Here**

---

**Huron Police Department / General Request**

Print Date/Time:

Employee

Unit #:

Requesting Select One:

Start Date:

Start Time:

End Date:

End Time:

Comments:

**Approved**

☐

**Employee Signature:** \_\_\_\_\_

**Disapproved**

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

☐

**Returned Date:** \_\_\_\_\_



**APPENDIX D**  
**CITY OF HURON**  
**DEPARTMENT OF FINANCE**  
**SICK LEAVE CONVERSION FORM**

I, \_\_\_\_\_, request that \_\_\_\_\_ hours of sick leave be converted to  
\_\_\_\_\_ hours of personal time in accordance with Article 22 of the  
Collective Bargaining Agreement between the City of Huron and the Fraternal Order of Police,  
Ohio Labor Council, Inc.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Finance:

\_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX E**  
**CITY OF HURON**  
**DEPARTMENT OF FINANCE**  
**SICK LEAVE COVERSION TO PAYMENT REQUEST**

I, \_\_\_\_\_, request that \_\_\_\_\_ hours of sick leave be converted to a cash payment in accordance with Article 22 of the Collective Bargaining Agreement between the City of Huron and the Fraternal Order of Police, Ohio Labor Council, Inc.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Finance:

\_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX F



### Conditional Opt Out Form for Health Insurance

#### **Print, Complete, and Return to the City Manager's Office Along with Proof Of Other Insurance**

This form is due within 30 days of your initial eligibility for medical/prescription drug coverage and annually during open enrollment. If this form is not received within the appropriate timeline and you do not enroll for medical/prescription drug coverage, you will not be enrolled for coverage AND you will NOT receive the opt-out payment.

Date \_\_\_\_\_

Employee Name \_\_\_\_\_

Name of Dependents \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Employee is opting out of medical/prescription/vision/dental coverage for the following (*check only 1 box*):

- ☐ Employee Only
- ☐ Employee Plus Child(ren)
- ☐ Child(ren)

Group Medical Coverage Provided By  
(Company Name i.e. spouse's employer) \_\_\_\_\_

Name of the Medical Provider  
(Anthem, United Healthcare, Etc.) \_\_\_\_\_

Date Coverage will begin or began \_\_\_\_\_

#### **PLEASE ATTACH A COPY OF YOUR MEDICAL ID CARD OR PRINT OUT OF YOUR ENROLLMENT RECORD**

I understand I am eligible for medical coverage in accordance with the employer mandates of the Affordable Care Act (ACA). I am voluntarily waiving this coverage through the City of Huron health plan and understand that by waiving coverage for myself, I may not cover dependents under the health plan.

I certify that I have been given the opportunity to elect health coverage and by signing this form, I am waiving coverage for myself and/or my eligible dependents (if applicable). If I am waiving coverage for myself, I acknowledge that I will not be eligible to enroll in the health plan until the next open enrollment period unless I experience a family status change or qualifying life event.

If applying for the health plan opt-out payment, I certify that all of my eligible dependents and I (for whom I am waiving coverage) are enrolled under other group health coverage that is considered affordable, minimum value coverage in accordance with the employer mandates of the ACA. I understand that the health plan opt-out payments are taxable income. Additionally, I understand that I can use this compensation for any purpose, but these monies are not intended to reimburse me for an individual plan in the marketplace or a state exchange plan.



I further understand that I will not be able to revoke this waiver of coverage and enroll in this health plan until the next open enrollment period (unless a qualifying life event occurs).

NOTE: If you gain a new dependent through birth, adoption or marriage, you may enroll yourself, the new dependent, and the entire family at that time, subject to the City's eligibility rules but you must do so within 30 days of gaining the new dependent. If you miss the 30-day enrollment deadline, you must wait until the next open enrollment.

#### **OPT-OUT PAYMENTS**

If you are covered under another group health plan, you may waive medical, dental and vision coverage and receive a quarterly payment.

In order to take advantage of the opt-out payments when you waive benefits, you must provide proof of other coverage to the City Manager's office and verify your waiver of benefits. If you and your spouse are both employed by the City you will not be eligible for the opt-out payment if either you or your spouse carries health coverage through the City's plan.

**The City's health plan is a qualifying health plan in accordance with the employer mandates of the Affordable Care Act (ACA). If you waive coverage, it may affect your eligibility for subsidized coverage in the Marketplace (health exchange).**

**To be eligible for the opt-out payment you must certify you are waiving coverage for yourself and/or your dependents AND you must certify that you and all of your tax-eligible dependents are enrolled in other group health coverage that is considered to be affordable, minimum essential coverage. Although the opt-out payment can be used for any purpose, it is not intended to be a form of reimbursement for coverage in the Marketplace (health exchange).**

**Again, you will not be eligible to enroll in the health plan until the next open enrollment period unless you experience a family status change or qualifying life event.**

---

Employee Signature

Date



222 EAST TOWN STREET  
COLUMBUS, OHIO 43215-4611  
(614) 224-5700  
FAX (614) 224-5775  
1-800-367-6524

**FILLING OUT THIS FORM  
DOES NOT CONSTITUTE  
FILING OF THE  
GRIEVANCE. YOU MUST  
FOLLOW THE  
GRIEVANCE  
PROCEDURE IN YOUR  
CONTRACT.**



OLC Unit: \_\_\_\_\_ OLC Grievance #: \_\_\_\_\_  
 Employer: \_\_\_\_\_ Employer Phone #: \_\_\_\_\_  
 Employer Address: \_\_\_\_\_

## PLEASE PRINT OR TYPE

**A copy of this form  
must be sent to the  
O.L.C. Office - IMMEDIATELY**

**Please have your Associate  
call your Staff Representative  
when filing a grievance**

Name of Grievant: \_\_\_\_\_ Badge No: \_\_\_\_\_

Grievant Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Grievant Phone #: \_\_\_\_\_

Grievant Email: \_\_\_\_\_ Grievant Cell #: \_\_\_\_\_

Classification: \_\_\_\_\_ Assignment: \_\_\_\_\_

Shift: \_\_\_\_\_ Date of Appointment: \_\_\_\_\_

Immediate Supervisor at time of incident: \_\_\_\_\_

O.L.C. Representative: \_\_\_\_\_ Date and time: \_\_\_\_\_

Grievance first discussed with: \_\_\_\_\_ Date and time: \_\_\_\_\_

Article and section number of contract violation: \_\_\_\_\_

Statement of grievance (Give times, dates, who, what, when, where, why, and how): \_\_\_\_\_

Remedy requested:

Grievant's signature:\_\_\_\_\_ Date and time:\_\_\_\_\_

## STEP ONE

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_

Respondent's Name and Title

Date of meeting:\_\_\_\_\_Time:\_\_\_\_\_Place:\_\_\_\_\_

Step one response: \_\_\_\_\_

Respondent's Signature and Title

Date and Time

Received by: \_\_\_\_\_

Grievant's Signature

Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_



**STEP TWO (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step two response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time  
Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP THREE (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step three response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time  
Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP FOUR (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step four response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time  
Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

F.O.P./O.L.C. intention to arbitrate (Yes) \_\_\_\_\_ (No) \_\_\_\_\_  
Signature



# APPENDIX H

## SERGEANT'S SHIFT BID FORM

SHIFT BID PERIODS:    On or about January 1<sup>st</sup> thru April 30<sup>th</sup>  
                                 On or about May 1<sup>st</sup> thru August 31<sup>st</sup>  
                                 On or about September 1<sup>st</sup> thru December 31<sup>st</sup>

YEAR:                      2022                      2023                      2024

EMPLOYEE:                      \_\_\_\_\_

**On or about January 1<sup>st</sup> thru April 30<sup>th</sup>**

Day shift (8am to 4pm with Friday/Saturday off):                      \_\_\_\_\_

Afternoon shift (4pm to midnight with Friday/Saturday off):                      \_\_\_\_\_

Midnight shift (midnight to 8am with Saturday/Sunday off):                      \_\_\_\_\_

**On or about May 1<sup>st</sup> thru August 31<sup>st</sup>**

Day shift (8am to 4pm with Friday/Saturday off):                      \_\_\_\_\_

Afternoon shift (4pm to midnight with Friday/Saturday off):                      \_\_\_\_\_

Midnight shift (midnight to 8am with Saturday/Sunday off):                      \_\_\_\_\_

**On or about September 1<sup>st</sup> thru December 31<sup>st</sup>**

Day shift (8am to 4pm with Friday/Saturday off):                      \_\_\_\_\_

Afternoon shift (4pm to midnight with Friday/Saturday off):                      \_\_\_\_\_

Midnight shift (midnight to 8am with Saturday/Sunday off):                      \_\_\_\_\_

Sergeants will be allowed to bid on a preferred shift assignment each calendar year by seniority. Number the shift bids 1-3 by preference with #1 being the first requested. This form must be submitted by October 1<sup>st</sup> prior to the year of the bid shifts. Sergeants not completing this form by the deadline or choosing not to complete the form will be assigned an un-bid shift by the City.



**RESOLUTION NO. 71-2021**

Introduced by Joe Dike

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH THE FRATERNAL ORDER OF POLICE/OLC/PATROL OFFICERS FOR THE CONTRACT PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

**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 with the Fraternal Order of Police, OLC/Patrol Officers, said agreement to be substantially in the form of "Exhibit A" which shall be attached hereto and made a part hereof upon execution by all Parties.

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

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Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



Fraternal Order of Police



Ohio Labor Council, Inc.

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**Collective Bargaining Agreement  
City of Huron  
and  
Patrol Officers  
January 1, 2022 to December 31, 2024**

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## **PREAMBLE/PURPOSE**

**THIS AGREEMENT** made and entered into by and between the City of Huron, Ohio, hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Union",

## **WITNESSETH:**

**WHEREAS**, the City and the Union have negotiated the Agreement hereinafter set forth to achieve the following objectives:

- A. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote efficient and effective law-enforcement.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.
- D. To insure the right of every employee to fair and impartial treatment.
- E. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.
- F. To provide for orderly and harmonious employee relations in the interest, not only of the parties, but of the citizens of Huron, Ohio; and

**WHEREAS**, to assure that the above objectives will become a reality, the parties hereto shall cooperate in every way possible to assure that both the officials of the City and the employees within Bargaining Unit comply with the provisions of this Agreement.

**NOW, THEREFORE**, it is agreed to as follows:

## **ARTICLE 1** **Recognition – Patrol Officers**

**1.01** The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions of all Patrol Officers in the bargaining unit.

**1.02** The bargaining unit shall include all full-time Patrol Officers who are or may in the future be employed in the position of Patrol Officer or a full-time position of substantially the same duties and responsibilities by the Division of Police of the City of Huron, Ohio and hereinafter referred to as "Member", "Employee" or "Officer".

**1.03** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.



## **ARTICLE 2**

### **Management Rights**

**2.01** The Union shall recognize the right and authority of the City to administer the business of the City and in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the City has and will retain the full right and responsibility to direct the operations of the City, to promulgate rules and regulations except as may specifically be limited within this Collective Bargaining Agreement (“Agreement”), and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire Employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

## **ARTICLE 3**

### **Prevailing Rights**

**3.01** The City agrees not to reduce or rescind any clearly established benefits in effect and regularly provided to Employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement and they shall remain in full force during the terms of this Agreement; provided, however, that nothing provided for herein shall interfere with or prevent the City from exercising those management rights as set forth in Article 2 of this Agreement.

## **ARTICLE 4**

### **Grammar**

**4.01** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or non-binary genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.



**ARTICLE 5**  
**Severability**

**5.01** This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State laws and the Charter, Ordinances and Resolutions of the City. Should any provisions of this Agreement become invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

**5.02** In the event of invalidation of any portion of this Agreement, upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify that invalidated provision by good faith negotiations and amendments, and modifications of this Agreement resulting from such negotiations may be made by mutual written agreement of the parties to this contract.

**ARTICLE 6**  
**Non-Discrimination**

**6.01** Neither party will discriminate for or against any Member of the bargaining unit on the basis of age, sex, gender identity, marital status, race, color, creed, national origin, handicap, political affiliation, or for the purpose of evading the spirit of this Agreement. The parties agree not to interfere with the desire of any Employee to become or remain or withdraw as a Member of the Union.

**ARTICLE 7**  
**No Strike/No Lock Out**

**7.01** The Union, its members and employees shall not call, sanction, encourage, finance and/or assist in any strike, walk-out, work stoppage or slow-down at any operation or operations of the City for the duration of this Agreement.

**7.02** The Union, its members and employees shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 7.01 committed by its members or employees. In the event a violation occurs, the Union shall promptly notify all members and employees that such action is prohibited and advise all Members to return to work at once.

**7.03** The City shall not lockout any Union Member for the duration of this Agreement.

**ARTICLE 8**  
**Labor Council Activity**

**8.01** The Members of the Union within a bargaining unit shall elect one of their members as Coordinator and one of their members as alternate Coordinator. The Coordinator shall be the ranking labor official within the bargaining unit. Coordinator or alternate as they may determine



shall be permitted to attend mutually agreed upon meetings with City representatives; however, the Union shall not be permitted to have more than one on-duty representative present.

## **ARTICLE 9**

### **Dues**

**9.01** The City agrees to deduct regular Union membership dues, as uniformly required, from the wages of any Employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction authorization on the form provided by the Union, a copy of which is attached as Appendix "A", shall be provided by the ranking Union official to the Director of Finance. Upon receipt of the authorization, the City will deduct Union dues on the earliest date available within the payroll system and then once each month unless and until the authorization is revoked or the City is otherwise relieved by terms of the Agreement. Nothing in this section shall be construed to require any Employee to become a Member of the Union. During the first pay period in January of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit Members. Should the Employer receive written notice from a bargaining unit Member wishing to cease dues deduction and withdraw from the FOP/OLC membership, the Employer shall notify the FOP/OLC in writing within 7 days of the request.

**9.02** The City shall be relieved from continuing a dues deduction upon the Employee's:

- A. termination
- B. transfer to a job outside a bargaining unit for which the Union is the recognized exclusive bargaining representative
- C. layoff;
- D. agreed upon unpaid leave of absence
- E. failure to receive sufficient wages to equal the regular deduction; or
- F. voluntary termination by the Member of the written authorization of the dues deduction.

**9.03** All dues collected by the City shall be paid over once each month via ACH payment or by regular US Mail to the F.O.P. Ohio Labor Council, Inc. at 222 East Town Street, Columbus, Ohio 43215.

**9.04** The Union agrees to save the City harmless in the event of any legal controversy with regard to this Article.

## **ARTICLE 10**

### **Labor/Management Meeting**

**10.01** In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed at a mutually agreeable day and time, the Chief and/or Chief's designee and the City Manager and/or City Manager's designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.



**10.02** An agenda will be furnished by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
- C. Discuss grievances which have not processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by both parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to Employees.

**10.03** It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 11**

### **Seniority**

**11.01** Seniority as an Employee of the Division shall be determined by continuous service in the Division of Police calculated from the Employee's date of appointment as a regular full-time officer. If two (2) or more Employees have the same date of appointment, the Employee ranking highest on the entrance eligibility list shall be the senior. Continuous service shall only be broken by resignation, discharge or retirement.

## **ARTICLE 12**

### **Job Description, Rules & Regulations, Procedures**

**12.01** The Chief of the Division has prepared a department manual, a copy of which has been furnished to present Employees and will be furnished to each new Employee. This manual contains job descriptions and division rules and regulations. Any modifications, additions, changes or deletions to the material contained in the manual shall be furnished to each Employee in writing for placement in his/her/their manual. Each Employee shall sign a receipt of having received such written material.

**12.02** All other procedures, memorandums, directives, general orders and special orders shall be published in a daily bulletin to be located in the dispatcher's area. Each Employee, when reporting for duty, shall initial the bulletin to indicate that he/she/they has read each new publication in the bulletin since his/her/their last tour of duty.

**12.03** The Chief of Police may request input from Labor Council representatives prior to the effective date of any new, amended or rescinded directives as described above.



**12.04** Appropriate training, as determined solely by the City, shall be provided to Employee assigned new, different or additional duties unless that Employee has previously received such training.

**12.05** Each eight (8) hour work shift shall be manned by two (2) police officers. Administrative personnel shall be permitted to fill the role of a police officer in accordance with Article 15.02. Whenever personnel are dispatched as road units, one of the units must be a fulltime officer unless a full-time officer is not available or in the case of an emergency.

**12.06** A Patrol Officer shall be given at least thirty (30) days notice of a permanent shift change; provided, however, this provision shall not apply to probationary Patrol Officers. "Permanent shift changes shall not include changes necessitated by or arising in the following circumstances:

- A. To accommodate other officers' vacations, holidays, personal time off, bereavement leave or other types of temporary leave provided for in Patrol Officers or Sergeants contracts;
- B. To accommodate other officers' sick leave, other than sick leave arising less than eight (8) hours prior to a shift;
- C. To accommodate other officers' attendance at schools or seminars;
- D. As a result of a request or voluntary shift change.

### **ARTICLE 13**

#### **Hours of Work and Shift Assignment**

**13.01** For the purposes of this Agreement, a regularly scheduled workweek shall be forty (40) hours.

**13.02** Bargaining unit Members will be permitted to bid on shift assignments each calendar year by seniority, between October 1 and October 15<sup>th</sup> the preceding year. These shift bids will be effective for the following four (4) month cycle:

First cycle on or about January 1 through April 30<sup>th</sup>

Second cycle on or about May 1 through August 31<sup>st</sup>

Third cycle on or about September 1 through December 31<sup>st</sup>.

**13.03** One of the Patrol Officer's positions on the afternoon shift is hereby designated as a "Relief Shift" to provide flexibility to accommodate time off requests, continuing education, vacations, illnesses and the like. The Patrol Officer filling the Relief Shift shall be subject to changes in shift to accommodate such time off requests, continuing education, vacations, illnesses and the like.

**13.04** There shall be excluded from the shift preference procedure assignments as School Resource Officer, Detective position(s) and the DARE position(s), which assignments shall be made at the Chief's discretion. For the School Resource Officers, the City shall post the available shifts and days off for summer assignments by April 1<sup>st</sup> of each calendar year, and the School Resource Officers shall submit their shift and days off preference on Appendix C by May 1<sup>st</sup> of each year; failure to submit a preference by May 1<sup>st</sup> shall be deemed a waiver of this provision of the contract. Shift and days off assignments for School Resource Officers for the summer months (last day of



school until the first day of school) shall be made in the same manner subject to the Chief's approval as set forth above for general Patrol Officers. School Resource Officers shall return to their school year shift at the beginning of each school year.

**13.05** In the event a shift becomes vacant due to resignation, termination, retirement or promotion, the Patrol Officer filling that vacancy shall remain in that shift until the next bidding opportunity.

**13.06** Nothing contained in this Article 14, or anywhere else in this Agreement, shall prevent the Chief of Police from fulfilling his/her/their duties under Huron Codified Ordinance 145.02 in controlling the assignment of all police officers in the Division. In the event the Chief shall make a good faith determination that, for the effective and efficient operation of the Division, a Patrol Officer should not be assigned to the shift as bid, the Chief shall be free to assign such Officer as he/she/they sees fit. In such event, the Chief shall respond in writing to the bidding Patrol Officer setting forth his/her/their reasons for not following the stated bid preference."

## **ARTICLE 14** **Compensation**

### **14.01 Wages**

- A. Definitions. For purposes of determining the amount paid to Employees as set forth herein, the following terms shall apply:
  - 1. "Base Rate" shall be defined as the gross pay less all incremental adjustments resulting from training, education and longevity.
  - 2. An Employee's "Regular Rate" shall be defined as the Base Rate plus any increased amounts in accordance with Section 14.01B-D and Article 15.
- B. All Patrol Officers shall be paid in accordance with the following:
  - 1. Effective January 1, 2022, there will be a one-time equity adjustment of One Dollar (\$1.00) plus an additional two percent (2%) added to the Base Rate.
  - 2. Effective January 1, 2023, the Base Rate shall be increased by two and one-quarter percent (2.25%).
  - 3. Effective January 1, 2024, the Base Rate shall be increased by two and one-half percent (2.5%).
- C. Each Patrol Officer shall progress from step to step of the wage scale upon his/her/their anniversary dates of employment in accordance with the example shown in Appendix B, which is made a part hereof through the duration of this Agreement.
- D. Employees hired on or after January 1, 2009 may be hired at such step of the Wage Scale as the City may determine is appropriate based on legitimate factors such as skill, experience, training and market conditions, provided there is no discrimination and further provided that the Union shall be notified of the hiring of any Patrol Officer at a Step higher than step E and the reasons for the hiring rate. Employees hired on or after January 1, 2022, shall progress from step to step of the wage scale upon their anniversary dates of employment in accordance with the example shown in Appendix B.



**14.02 Overtime.** All hours worked in any one day in excess of the regularly scheduled shift as determined by the Chief or forty (40) hours in one (1) week shall be paid at one and one-half (1½) times the Employee's Regular Rate determined in accordance with the Fair Labor Standards Act. Compensatory time off in lieu of payment for overtime shall continue to be governed by Administrative Order No. 160 dated February 5, 1993 and revised March 10, 2000, except that each Employee, during the terms of this Agreement, may accumulate up to forty (40) hours of compensatory time off. Any accumulation of compensatory time in excess of 40 hours shall be paid.

- A. Whenever it is necessary to fill a position which is vacant by reason of an emergency such as sickness, emergency leave, or other unscheduled absences, excluding compensatory time, holidays and vacations, notice of which occurs less than eight (8) hours prior to the need, the Police Chief or Chief's designee shall have the option to first utilize part time or administrative personnel to staff the position. It shall be within the discretion of the Police Chief to utilize overtime to staff the position.
- B. Whenever it is determined that overtime is to be utilized, the City will select the Employee to be called from a rotating list to be prepared, maintained and posted by the union. Provided the City follows the order of the lists prepared by union (that is, both the "Overtime List" and the "Order In List" in calling overtime personnel), no grievance may be filed by any Member concerning overtime.
- C. The City may call more than one (1) Member from the overtime list so that no Member would work more than twelve (12) consecutive hours.

**14.03 Court Time.** A Member directed to appear in any court or hearing in response to a subpoena or other writ commanding appearance in a criminal, quasi-criminal or civil case arising out of a duty-related incident, shall be paid in accordance with the following:

- A. When scheduled at a time not in conjunction with the Member's regular duty time, at the overtime rate for a minimum of three (3) hours or the amount of time actually worked, whichever is greater.
- B. When incurred by a Member on sick leave, regardless of the Member's scheduled work shift prior to the sick leave use:
  - 1. If within the first ten (10) workdays on sick leave, at the overtime rate for at a three (3) hour minimum or for hours actually worked, whichever is greater.
  - 2. After ten (10) workdays on sick leave, all actual hours worked at Member's Regular Rate.

All fees received shall be returned to the City in accordance with established procedure.

**14.04 Call Back.** A Member directed to report for duty at a time not in conjunction with the Member's scheduled duty time, by the Department Head, Division Head, or their designee shall be compensated for minimum of three (3) hours or the amount of time actually worked, whichever is greater, at the overtime rate. Whenever a Patrol Officer is ordered to work overtime (that is, called in from the "Ordered In List"), such Patrol Officer shall be compensated at a rate two (2) times the Member's Regular Rate for a minimum of three (3) hours or the amount of time actually worked, whichever is greater .



**14.05 Working Out of Classification Pay.** Whenever a Patrol Officer is required to work in the capacity of a sergeant, he/she/they shall be paid one (1) additional half-hour at his/her/their Regular Rate for every four (4) hours worked as a sergeant. This section will not be applicable to any period in which the Chief of Police is on duty unless otherwise authorized by the Chief of Police.

**14.06 Pension Pickup.** Notwithstanding the foregoing provisions on Member's compensation, and unless otherwise specified in this Agreement, the parties agree that:

- A. The City shall reduce each Member's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Police and Firemen's Disability and Pension Fund and shall contribute to the Ohio Police and Firemen's Disability and Pension Fund in addition to the City's required employer contribution, the applicable reduction in lieu of payment as proscribed by the Ohio Police and Fire Pension Fund by City of such amount to such Member.
- B. This treatment of compensation shall be mandatory as to each Member.
- C. The City shall, in reporting and making remittances to the Ohio Police and Firemen's Disability and Pension Fund, report that each Member's contribution has been made as provided by statute.
- D. The parties further agree that a Member's contract salary for purposes of determining the contribution base for contributions to the fund and any benefits which are determined by reference to the Member's rate of pay, shall consist of:
  - 1. the Member's cash salary as actually payable to the Member in accordance with paragraph 14.06A, plus
  - 2. the amount of contribution to the fund paid by the City in lieu of payment by the Member pursuant to paragraph 14.06A.
- E. The parties further agree that the pick-up described in paragraph 14.06A shall remain in effect only so long as Revenue Ruling No. 81-36 remains substantially unchanged, that such pick-up is intended to be without cost to the City, and that the City has made no representations as to the effects of such pick-up on any Member's benefits or level of taxable income.
- F. For the purposes of this Agreement, the City agrees to a pension pick-up in the percentage amount as set forth in Appendix B of the Member's statutory portion.

## **ARTICLE 15**

### **Education/Training Incentive Program**

**15.01** In order to address the increasing needs for more diversified services that are being placed upon the Police Officer of today by the community, it is believed that the program in this Article will enhance both the quality and type of services provided by the Police Division.

This program incorporates an incentive pay plan. By establishing this program, the Division will assist the officers in foreseeing future career compensation as the results of personal initiative.

**15.02 Education Incentive Program.** An officer becomes eligible for the entire range of incentive



increments, which include 3 steps in the education field and several steps in the combined training.

- A. Education. Beginning with the first pay in December after eligibility requirements are met, and continuing each year thereafter, the Education Incentive Pay shall be paid in a single lump sum in accordance with the following:
  - 1. A one percent (1%) increase over the officer's Base Rate for forty-eight (48) quarter hours toward an Associate's or Bachelor's Degree in Police Science/Criminal Justice or related field or for one-half (½) the necessary credits or hours toward an Associate's degree, whichever is greater.
  - 2. An additional one percent (1%) increase over the Officer's Base Rate for an Associate's Degree in Police Science/Criminal Justice or related field or for 96 hours or one-half the necessary credits or hours toward a Bachelor's degree, whichever is greater.
  - 3. An additional one percent (1%) increase over the Officer's Base Rate for a Bachelor's Degree or Police Science/Criminal Justice or related field.
- B. Documentation. All credit hours shall be at an accredited college or university and must be in the curriculum of a Police Science or Criminal Justice Program which culminate in a degree.
  - 1. A copy of the degree, if applicable, and certified transcripts must be submitted to the Chief for evaluation to be eligible for each incentive step.
  - 2. Should there be any questions on the acceptability of a course, or the credit hour equivalent for courses taken on a semester basis as opposed to quarter basis, or similar matters, the Registrar of Lorain Community College, or the Registrar of an accredited college or university having a Police Administration Program, shall be consulted and shall make said determination.
- C. All Members who have previously attained an incentive increment described above this Article will receive an amount not to exceed the value earned based on the Base Rate attained as of January 1, 2015. This schedule shall remain in effect for 2022, 2023, 2024. The only increase in the incentive increment for all Members who have previously attained payment pursuant to this article will occur if the Member completes an additional education level.
- D. All Members current and future who have not received an education incentive as of the effective date of this Agreement will earn education incentives in accordance with the following schedule:
  - 1. \$500.00 one-time for the completion of an Associate's Degree;
  - 2. \$1,000.00 one-time for the completion of a Bachelor's Degree.

**15.03 Education Alternative.** Members may elect to participate in the City's Education Assistance Program as set forth in the Administrative Order dated March 10, 2000. To elect to participate in the Education Assistance Program, a Member must notify the City in writing of such election by October 31<sup>st</sup> of each year for the coming year. A Patrol Officer may participate in both the "Education Incentive Program" described in Section 15.02, and this "Education Alternative" described in Section 15.03.



**15.04 Training.** Each Member who successfully completes forty (40) hours of training over and above the State of Ohio Mandated Training Per Year will receive a one percent (1%) salary increment in the first pay of December in the year following the year in which the training was completed. The one percent (1%) will be calculated on the Base Rate in effect during the year in which the training was completed.

**15.05 Longevity.** A Member shall receive a longevity payment in accordance with the completion of the required years of service as hereinafter set forth. This payment shall be paid in an annual payment as part of the twenty-fourth (24<sup>th</sup>) payroll of each year, provided, however, that should a Member not have reached his/her/their anniversary date by the time of the close of said pay period, the payment shall be paid as part of the payroll during which the Member reaches his/her/their anniversary date.

	Patrol C	Patrol B	Patrol A
Upon completion of 3 years service	\$398	\$473	\$531
Upon completion of 8 years service	\$796	\$946	\$1,062
Upon completion of 13 years service	\$1,194	\$1,419	\$1,593
Upon completion of 18 years service	\$1,592	\$1,892	\$2,124
Upon completion of 23 years service	\$1,990	\$2,356	\$2,655

## **ARTICLE 16**

### **Uniforms and Maintenance**

**16.01** The City shall continue to provide all uniforms and equipment to persons who are appointed as full-time salaried Members to the position titled Patrol Officer.

**16.02** Persons who fail to successfully complete their probationary period shall return all uniforms and equipment to the City. The City as in the past shall continue to furnish and pay the full cost of dry-cleaning service for uniform items.

**16.03** Effective January 1 of each calendar year following completion of the Member's original probationary period, a Member shall be authorized to requisition for each calendar year during the term of this Agreement in uniforms and required equipment subject to procedures as promulgated by the City as follows: one thousand dollars (\$1000.00); Officers shall supply their SRT gear from these allowances.

**16.04** In addition, City shall replace the bullet resistant vest of each Member as each vest becomes five (5) years of age. The vest shall be of the Member's choosing up to a maximum cost of Six Hundred Dollars (\$600.00). Vests that are issued to the SRT Officers shall also be replaced when they become over five (5) years old. On termination of employment for whatever reason, the City may request and shall receive from the Member such uniforms and equipment equal to what was originally issued to the Member.

**16.05** When it is clearly shown that the personal property of a Member was damaged while discharging his/her/their duties as an Employee of the City and through no fault of his/her/their



own, then the City Manager may, by written order, authorize the replacement or repair of the personal property to its original state at the initial expense of the City. The term personal property may include such items as eyeglasses, dentures, watches, flashlights, etc. (Administrative Order #123 dated November 13, 1985.

**16.06** In the event the City unilaterally determines a new or different type uniform item shall be adopted and worn by Members, the City shall furnish the original issue in appropriate quantities and said cost shall not be charged against the annual allowance. In the event the Union requests a new or different type uniform and the City agrees to adopt the requested change, the Members shall purchase those items in appropriate quantities.

**16.07** Officers that complete their probationary period shall be issued one (1) Class 'A' uniform at the expense of the City.

## **ARTICLE 17**

### **Travel Expenses, Mileage Allowance**

**17.01** Members shall utilize City owned vehicles for travel whenever possible. Only upon prior authorization from the Chief of Police will mileage reimbursement for the use of personal vehicles be afforded. In the event that prior authorization is given, the City shall pay a mileage allowance for use of personal vehicles at the rate allowed by the IRS as that amount may change from time to time.

## **ARTICLE 18**

### **Vacations**

**18.01** The City shall provide each Employee vacation with full pay at the Employee's Regular Rate in accordance with the schedule listed below.

<u>Years of Service</u>	<u>Annual Accumulation</u>
After 1 Year	2 Weeks
After 7 Years	3 Weeks
After 13 Years	4 Weeks
After 20 Years	5 Weeks
After 26 Years	6 Weeks

**18.02** The rules governing the scheduling of vacation time shall be as set forth in Article 20.

<u>Annual Vacation Entitled To</u>	<u>Credit Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours



240 hours

9.2 hours

## **ARTICLE 19**

### **Holidays**

**19.01** The City shall continue to grant paid holidays in accordance with Codified Ordinance 163.04 as in effect on January 1, 1991. The date of a given holiday shall be the actual date of the holiday and not the date the holiday is observed by the City.

**19.02** The holidays are as follows:

New Years Day	Martin Luther King Jr. Day	President's Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
The Friday after Thanksgiving Day	Christmas Day	

In addition, there shall be three (3) one-half day paid holidays as follows:

- A. One-half (½) day on the day before Christmas;
- B. One-half (½) day before New Years Day, and
- C. One-half (½) day on Good Friday afternoon.

**19.03** In addition to the paid holidays set forth in in Section 19.02, each Employee shall be entitled to three (3) extra days off with pay each calendar year. Such extra days shall be the choice of the Employee, subject to the approval of the Department Head.

#### **19.04 Holiday Pay.**

- A. Employees shall be paid for eight (8) hours at their Regular Rate for each of the holidays listed in Section 19.02 when no work is performed on such holidays.
- B. Employees working holidays will be paid one and one-half (1½) times their Regular Rate for each hour worked in addition to eight (8) hours at their Regular Rate for each of the holidays listed in Section 19.02.
- C. Employees shall have the option of being compensated at their Regular Rate in the first pay period of December as outlined below; or Employees may elect to take Holiday Pay in the form of a day off for each holiday listed in Section 19.02.
  - 1. All elections shall be made in writing to the City Manager no later than November 1 in the preceding year.
  - 2. Should an Employee fail to notify the City Manager of his/her/their election, the City will automatically determine that the Employee will be compensated as outlined below and will not afford holiday hours for time off to the Employee.



3. Any Employee electing to utilize holiday time in the form of time off shall be compensated for no more than forty (40) hours of unused holiday time in the first pay period of January in the following year.
  4. At no time will unused holiday time be carried over to be used as paid time off in the following year.
- D. An Employee on vacation or approved sick leave status on the specified holiday will be charged with eight (8) hours vacation or paid leave time and will be paid for the holiday in addition.
- E. Holiday hours not worked will not be recorded or charged.
- F. In order to be eligible for holiday pay the Employee must work the last regularly schedule shift immediately preceding the holiday and the first regularly scheduled shift that immediately follows the holiday unless the Employee has an excused absence.
1. For purposes of this section, excused absence shall be defined as funeral leave as provided in the Agreement, illness which is verified by a physician's certificate, approved vacation leave, and personal day as provided in this Agreement.
  2. The Employee must be on the active payroll during the week in which the holiday falls.
- G. Payment for all holidays set forth in Section 19.02 shall be made to an Employee at his/her/their Regular Rate in a lump sum in a draft, in one separate check on the normal pay day in the first pay period of December of each year. An Employee shall not be entitled to any interest which may accrue on such deferred Holiday Pay.
- H. An Employee who leaves employment with the Employer prior to December of the year in which the Holiday Pay is to be made and other than for reasons outlined in this Article 19, shall receive payment in a lump sum and in a separate check for all earned but not deferred holiday pay which Employee has accrued as of the date of Employee's separation at the Employee's Regular Rate. Such Employee shall not be entitled to interest which may accrue on such deferred Holiday Pay.
- I. An Employee shall not be entitled to any Holiday Pay as provided in this Article 19 during the period Employee is on an approved leave of absence, or during a period in which Employee is on layoff.
- J. Holiday hours begin at 0000 on the date of the holiday and end at 2359 on the same day.

**19.05** In order to be eligible for Holiday Pay, the Employee must work the last regularly scheduled shift immediately preceding the holiday and the first regularly scheduled shift immediately following the holiday unless the Employee has an excused absence.

- A. For purposes of this section, excused absence shall be defined as funeral leave as provided for in this Agreement, illness which is verified by a Physician's certificate, approved vacation, personal day or other approved time off as provided in this Agreement.
- B. The Employee must be on the active payroll during the week in which the holiday falls.

## **ARTICLE 20**



### **Scheduling Time Off**

**20.01** Employees making written request to the Chief or Chief's designee for scheduled time off (vacation time, holidays, personal time or comp time) shall use the "General Request Form" in Appendix "C". All forms must be fully filled out or they will be rejected.

**20.02** Employees making written request to the Chief or Chief's designee for use of three (3) or more consecutive days off using vacation and/or holiday time inclusive or noninclusive of scheduled days off, with at least thirty (30) days advance notice will be deemed approved. Employees further agree no Employees shall be "ordered-in" to work any scheduled time off. Part-time personnel will be used when applicable and the "voluntary" rotating overtime list will be used on all remaining uncovered shifts. In the event of an emergency as determined by Police Chief, but not to avoid overtime, any time off may be denied or revoked.

**20.025** Employees making written request to the Chief or Chief's designee for use of any personal time, with at least thirty (30) days advanced notice shall be deemed approved. Employees further agree no Employees shall be "ordered-in" to work any scheduled time off. Part-time personnel will be used when applicable and the "voluntary" rotating overtime list will be used on all remaining uncovered shifts.

**20.03** An Employee may submit the request for scheduled time off during any part of the year. The Chief or Chief's designee shall approve or disapprove each such request no later than seven (7) days after the request has been received. The Chief or Chief's designee shall have the option to waive the foregoing requirements and grant scheduled time off at times other than hereinabove provided. If the Chief or Chief's designee does not respond within seven (7) days of receipt of the request, the request shall be deemed approved.

**20.04** In the event two Employees of the Police Division request the same starting date for scheduled time off, preference shall be given to the Employee making their request first. In the event the dates are the same, rank seniority, then division seniority shall be the determining factor with the request of the ranking Employee recognized.

**20.05** The City shall have the right to cancel an Employee's scheduled time off in the event of a real and present emergency; provided, however, the inability of the Employer to cover the Employee's scheduled time off by other Employees shall not be considered an official emergency to enable Employer to cancel an Employee's approved vacation. In the event the City cancels a previously approved scheduled time off of three (3) consecutive days or more, the City will reimburse the Employee for documented amounts of deposits or prepaid, nonrefundable expenses lost due to cancellation.

### **ARTICLE 21** **Sick Leave**

**21.01** An Employee shall continue to be entitled, for each month of service, to sick leave of one and one fourth (1 <sup>1</sup>/<sub>4</sub>) workdays with pay and shall be entitled to accumulate an unlimited amount of sick leave pursuant to Codified Ordinance 163.02 as in effect on January 1, 1991.



- A. An Employee may use sick leave, upon approval of the responsible Division Head, for absence due to illness, injury or exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family. Immediate family shall be as described in Codified Ordinance 163.03.
- B. The responsible Division Head may require the Employee to furnish a satisfactory certificate that the absence was caused by illness due to any of the causes mentioned in this section and is capable and fit to return to regular assigned duties.

**21.02** In addition to the foregoing, any Employee may use up to three (3) days of sick leave upon approval of the responsible Division Head for the birth of a child by the Employee or the Employee's spouse.

**21.03** An Employee who transfers from one City department to another shall be credited with the unused balance of his/her/their accumulated sick leave.

**21.04** Each Employee whose employment with the City commenced on or after January 1, 1973 shall be allowed a credit for accumulated sick leave accrued while in the employ of another Ohio political subdivision up to a maximum of fifteen (15) days upon proof of employment with another Ohio political subdivision.

**21.05** An Employee who has a minimum of 1,000 hours accumulated sick leave by the end of December of the preceding year may request, by the last working day of January of any calendar year on the form provided in Appendix "D" and shall be granted the right to convert one-hundred twenty (120) hours sick leave to forty (40) hours personal time. An Employee shall not convert or accumulate in excess of forty (40) hours of personal time on any calendar year.

**21.06** As of December 31, 2002, an Employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided in Appendix "E" and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment to be paid to the Employee with the first pay of February.

**21.07** In the event an Employee would be eligible to receive an award from the Ohio Bureau of Workers' Compensation and also be eligible to receive sick leave payments for the same injury, such Employee shall reimburse the City for sick leave payments received by the Employee from the City to the extent of payments received from the Bureau of Workers' Compensation. To the extent of such reimbursement, the sick leave records of the Employee shall be debited to reinstate the hours for which the Employee had been charged.

**21.08** After three (3) consecutive sick days, the Chief or Chief's designee may request written confirmation from a physician of the nature of the Employee's illness. After five (5) consecutive days the Employee must produce written confirmation from a physician of the nature of his/her/their illness.

**21.09** After any three (3) sick days in any rolling three (3) month period, the Chief or Chief's designee may request written confirmation of the nature of the Employee's illness(es).

**21.10** When reasonable suspicion indicates that any Member of the bargaining unit is unable to



perform the essential functions of his/her/their position, the City may require a physical or mental fitness for duty examination at its expense by a licensed physician, psychologist, or psychiatrist of its selection. The City shall be entitled to a copy of such professional's report.

**21.11** For all Employees employed as of December 31, 2011, the following shall apply:

- A. Effective January 1, 2012, all sick leave hours shall be frozen at the hourly rate in effect on December 31, 2011. The frozen hours shall be multiplied by the 12/31/11 hourly rate to arrive at the amount of payout to which the Employee is eligible for accumulated sick leave. The Employee will continue to accrue sick leave without maximum accrual for the remainder of his/her/their tenure with the city.
- B. Upon retirement, the Employee has the option of being paid out sick leave in accordance with the greater of:
  - 1. one (1) day for each accrued three (3) days up to a maximum of 480 hours at the Employee's current Regular Rate; or
  - 2. the frozen amount determined on December 31, 2011.

These two options are mutually exclusive and any Employee employed as of December 31, 2011 may accept one of the two alternatives upon retirement or his/her/their beneficiary upon death in office.

**21.12** Employees hired after January 1, 2012 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the Employee's Regular Rate.

## **ARTICLE 22**

### **Safety and Health**

**22.01** The City will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every Employee. The Employees agree that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

**22.02** The FOP will designate a Member to be part of the City of Huron Health & Safety Committee.

## **ARTICLE 23**

### **Job Related Injury Leave**

**23.01** Any Employee suffering a physical injury on the job or job-related illness which leaves the Employee disabled and unable to perform their regular duties shall be paid at their Regular Rate during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.



**23.02** Injury or job-related illness leave pay shall also be contingent upon the injured Employee signing or transferring to the Employer, in writing, any remuneration they may receive from the Bureau of Worker's Compensation on account of said injury. The Employer may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the Employer.

**23.03** During the period of disability leave, the Employer, in addition to paying the Employee's regular wages, will make payment into any and all insurance and/or pension plans as required by this Agreement, any amendment hereto, and/or otherwise as part of the employment relationship between the Employer and the Employee. During such period of disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.

**23.04** The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this section. This examination shall be at the City's expense.

## **ARTICLE 24**

### **Restricted Duty Assignment**

**24.01** Employees unable to fully perform normal duties because of a job-related injury or illness will be placed on Restricted Duty assignment by the Employer. Employees unable to fully perform normal duties because of an off duty-related injury or illness may be placed on Restricted Duty assignment by the Employer. Such Restricted Duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Chief or Chief's designee and will be within the scope of the Police Division or Municipal Court.

**24.02** Employees placed on Restricted Duty shall be required to present an attending physician's statement listing specific job restrictions for the Employee, which shall be reviewed by the Chief or Chief's designee before Restricted Duty is assigned. If the City disagrees with the attending physician's opinion, the Employer may require an Employee to undergo an examination to be conducted by a mutually agreed upon physician to determine the physical or mental capabilities to perform the duties assigned, when reasonable cause exists. The cost of such examination shall be borne by the Employer. The parties agree to be bound by the decision of the physician.

**24.03** Employees will be entitled to accrue sick leave and vacation benefits for all time spent on Restricted Duty provided they comply with Sections 1 and 2.

**24.04** Any Employee while assigned to Restricted Duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his/her/their normally assigned position. All sick leave, holiday time and other benefits used during restricted duty shall be pro-rated at a forty (40) hour rate.



**ARTICLE 25**  
**Leave for Family Death**

**25.01** The City shall continue to grant bereavement leave in accordance with Codified Ordinance 163.03 as in effect on August 28, 2000.

**25.02** For purposes of this Article, “immediate family members” shall include all of the following: parent, stepparent, sibling, stepsibling, half-sibling, spouse, child, stepchild, grandparent, mother-in-law, and father-in-law.

**ARTICLE 26**  
**Emergency Leave**

**26.01** If a serious or unexpected emergency occurs to an Employee’s spouse or children, or a member of the immediate family in his/her/their household, the Employee shall be allowed to leave his/her/their duties for a maximum of three (3) days, upon approval of the Department Head.

**26.02** Arrangements to enable the Employee to return to his/her/their duties after the third duty day must be made if the emergency continues beyond that time.

**26.03** Emergency days off in excess of the first day of each emergency shall be charged against the Employee’s accumulated sick leave.

**ARTICLE 27**  
**Jury Duty**

**27.01** A Member who is called for jury duty shall, upon notice to the Chief or Chief’s designee, be paid his/her/their regular salary or wages less the amount of pay received for jury duty service in accordance with Codified Ordinance 163.08 as in effect on January 1, 1988. Members called to report for jury duty shall notify the Chief or Chief’s designee who may place the Member on paid leave of absence status, otherwise, the Member shall be placed on day shift for the duration of his/her/their jury service. For this period, other shifts may be adjusted to maintain required coverage.

**ARTICLE 28**  
**Military Training Leave**

**28.01** The City shall continue to grant a leave of absence for military training in accordance with Codified Ordinance 163.09 as in effect on April 22, 2002.

**ARTICLE 29**  
**Maternity Leave**

**29.01** The City shall continue to grant maternity leave in accordance with Codified Ordinance 163.07 as in effect on January 1, 1988.



**29.02** The City and the Members covered by this Agreement are subject to the terms of the Family and Medical Leave Act. The conditions under which Family and Medical Leave is granted shall be in accordance with federal law and regulations.

### **ARTICLE 30** **Weather Emergencies**

**30.01** When a weather emergency is declared by the City Manager or City Manager's designee, those affected shall receive their regular pay and shall offset such pay against accumulated personal, vacation, holiday or compensatory time. The City Manager or City Manager's designee shall consult with the officer in charge of the Police Division as to the duration of a given emergency.

### **ARTICLE 31** **Special Assignment**

**31.01** Members may be placed on special assignment with pay to attend training courses or seminars which are approved, assigned and paid for by the City. The travel time to and from the aforementioned training shall be compensable if the total travel and training time exceeds eight (8) hours a day. If such training is assigned by the Chief, the time spent in travel away from home outside of regular working hours, including time spent as a passenger on an airplane, train, boat, bus or automobile, shall be compensable. If such training is approved, but not assigned or required by the Chief, the time spent at the training program and travel time shall be compensable, but such compensable time shall not include time spent as a passenger. In all cases, compensable travel time shall not include the time a Member would travel to and from his/her/their regular assignment, and total compensable training time shall not include that time scheduled for meal breaks. Time devoted to study, class projects or similar activities shall not be compensable.

### **ARTICLE 32** **Health Insurance**

**32.01** The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be better or equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit Members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management.

**32.02** In the event the City proposes to substantially change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty days (60) days prior to the proposed effective date of said changes.

**32.03** The Employee's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employees will be responsible for 5% of the employee benefits program including medical/prescription drugs, dental and vision. The following schedule will be used to gradually achieve the 5% contribution.



Calendar Year	Employee Contribution
2022	No Change
2023	4%
2024	5%

2022	No Change
2023	4%
2024	5%

Bargaining unit Members shall be responsible for paying the same amount as the general non-bargaining employees including management for their monthly insurance cost not to exceed 4% in the calendar year 2023 and 5% in the calendar year 2024.

**32.04** The City offers an “opt-out” payment to those Employees who do not enroll in the City’s medical and prescription drug plan for themselves and/or their dependent children. To receive the opt-out payment, two conditions must be met.

- A. An annual form must be completed communicating to the City that the Employee was offered coverage but has elected to opt-out. This form can be found in Appendix F.
- B. The Employee must provide reasonable evidence that the Employee and all other individuals (*for whom the Employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end with the City’s plan year to which the opt-out arrangement applies*) will have minimum essential coverage during the period of coverage to which the opt-out arrangement applies.
  1. Individual coverage does not meet this requirement.
  2. If the Employee loses coverage during the plan year, this would be considered a qualifying event and the Employee would be able to enroll in the City’s plan with no lapse in coverage. The Employee must complete an enrollment form requesting coverage under the City’s plan within 30 days of losing coverage.
- C. Certification of Other Coverage. Before an Employee may opt out of the City’s Health Insurance plan, the Employee must provide proof of coverage under another insurance policy by providing one or more of the following: certificate of insurance, summary plan description, evidence of coverage, contract of coverage, or IRS form 1095-A, 1095-B, or 1095-C.
- D. Beginning for plan year 2022, Opt-Out Payments are listed in the table below. The City will provide Members of the bargaining unit a cash incentive plan for those eligible Employees electing to “opt-out” of the medical, dental, vision, and prescription drug coverage that is made available.

Enrollment Tier	Annual Amount	Quarterly Amount
Waive Employee Only	\$3,000	\$750
Waive Employee plus Child(ren)	\$6,000	\$1,500
Waive Children	\$3,000	\$750

**32.05 Spousal Carve-Out.** If an Employee’s spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor), in a business or organization’s (e.g. partner, member) group medical/prescription drug plan sponsored by his/her/their employer,



business, organization, the spouse is **not eligible** for the City of Huron's group health plan. This requirement does not apply to any spouse who:

- A. Is not employed or is retired without access to a group retirement plan
- B. Is employed and working less than 30 hours per week;
- C. Is employed and not eligible for coverage under his/her employer's plan. However, the open enrollment period for the spouse's employer is not relevant to a spouse's ability to join the plan.
- D. Is employed by the City of Huron;
- E. Was previously covered under the Employee's plan pursuant to the arbitration award on December 16, 2016, in the FMCS No. 4160115-021833-6 as decided by Arbitrator Jerry B. Sellman. All such spouses are expressly excluded from the spousal carveout under this Section 32.05.

**32.06 Dependent Verification** Any Employee who enrolls a dependent to the medical, dental and/or vision plan will be required to provide documentation at the time of enrollment and as may be afterwards required which demonstrates that the dependent meets the City's eligibility criteria for the benefit(s) being selected.

- A. **Dependent Children:** appropriate documentation shall be provided per the following:
  - 1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
  - 2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
  - 3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
  - 4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
  - 5. Court Order to provide medical benefits.
- B. **Legally Married Spouses:** appropriate documentation shall include:
  - 1. If married within the prior 12 months of enrollment, a Government Issued Marriage Certificate, including the date of Employee's marriage. (Church-issued certificates are not acceptable.)
  - 2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee's spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security numbers redacted.
- C. **Audit.** An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses



meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 32.05.

**32.07 Health Reimbursement Account.** The City will provide Health Reimbursement Accounts (HRA) for all Employees enrolling in the medical plan, which can be used to offset network deductible, coinsurance, and prescription expenses. Beginning with plan year 2022, the chart below reflects the HRA dollars that will be provided by coverage tier.

<b>Coverage Elected</b>	<b>HRA Amount</b>
Employee Only Coverage	\$5,600
Employee + Child(ren)	\$11,200
Employee + Spouse	\$10,700
Employee + Family	\$10,200

### **ARTICLE 33** **Life Insurance**

**33.01** The City shall provide each Member a \$50,000.00 term life insurance policy and shall pay the full cost of premiums. Each Member shall have the option to increase the amount of the life insurance policy on his/her/their life at the Member's own expense.

### **ARTICLE 34** **Other Insurance**

**34.01 Professional Liability.** The City shall continue to provide insurance or otherwise provide competent legal counsel to each Member named as a defendant in a civil action resulting from the Member's performance of police duties and responsibilities for the City and further indemnifying the Member to a combined single limit of \$500,000.00 in damages.

**34.02 Auto Liability.** Further, the City shall continue to provide insurance or provide competent legal counsel to each Member named as a defendant in a civil action resulting from the operation of a Division of Police vehicle while in performance of police duties and responsibilities for the City and shall indemnify the Member to no less than the minimum limits of motor vehicle liability as set forth in the Ohio Revised Code.

### **ARTICLE 35** **Surety Bonds Required**

**35.01** The City shall continue to furnish a corporate surety bond for each Member in accordance with Codified Ordinance 163.01 as in effect on January 1, 1988.

### **ARTICLE 36** **Union Meetings**

**36.01** The City agrees that Union Members may hold official meetings in the offices of the Huron



Division of Police with the consent of the Chief of Police. Such meeting shall not interfere with the operations of the Division of Police.

### **ARTICLE 37** **Bulletin Board**

**37.01** The City shall continue to provide a bulletin board for use by the Union, which shall be permanently mounted on an area of common use by all Union Members. The ranking Union official may post Union notices as follows:

- A. Recreational and social events.
- B. Elections and election results.
- C. General membership and business meetings.
- D. Business of interest to Employees.

**37.02** Other types of notices may be posted with the expressed permission of the Chief of Police. Unauthorized notices may be removed by the Chief of Police who shall immediately notify the ranking Labor Council official of this action.

**37.03** All materials posted shall be in good taste and shall in no way discredit another individual or agency or be of an obscene nature.

**37.04** No Union notices of any kind shall be posted elsewhere on Division of Police premises or equipment and any such notices shall be immediately removed by the ranking officer on duty.

### **ARTICLE 38** **Personnel Files**

**38.01** The City shall maintain only those personnel files necessary to maintain the efficiency and effectiveness of the City and to document the employment history of an Employee. Personnel Files are public records. The records of public safety Employees are open to the public except for information which is exempt under O.R.C. Chapter 149.43 et seq. as follows:

- A. The address of the actual personal residence of a peace officer, except for the state or political subdivision in which the peace officer resides;
- B. Information compiled from referral to or participation in an employee assistance program;
- C. The social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of, or any medical information pertaining to, a peace officer;
- D. The name of any beneficiary of employment benefits, including, but not limited to, life insurance benefits, provided to a peace officer by the peace officer's employer;
- E. The identity and amount of any charitable or employment benefit deduction made by the peace officer's employer from the peace officer's compensation unless the amount of the deduction is required by state or federal law;



- F. The name, the residential address, the name of the employer, the address of the employer, the social security number, the residential telephone number, any bank account, debit card, charge card, or credit card number, or the emergency telephone number of the spouse, a former spouse, or any child of a peace officer ;
- G. A photograph of a peace officer who holds a position or has an assignment that may include undercover or plain clothes positions or assignments as determined by the peace officer's appointing authority.

The Employee may be given advance written notice of an oral or written request to view his/her/their personnel file

**38.02** An Employee will be allowed to review his/her/their personnel file at any reasonable time upon request to the Chief of Police and in the presence of the Chief or Chief's designee. The Employee shall be permitted to copy any documents contained in his/her/their personnel file.

**38.03** Information resulting from an anonymous complaint or based upon hearsay information without corroborative information in the opinion of the Chief of Police shall not be placed in an Employee's personnel file.

**38.04** An Employee who, upon review of his/her/their personnel file, has reason to believe inaccuracies are contained in documents filed therein, may write a memorandum to the Chief of Police explaining the alleged inaccuracy. In the event the Chief concurs with the Employee, the Chief shall remove the document or permanently indicate on the document that an objection has been filed. The Employee's objection with the Chief's concurrence shall be attached to the document. In the event the Chief does not concur the Chief shall permanently indicate on the document that an objection has been filed and attach same to the document.

**38.05** Except as otherwise set forth in Article 40, upon written request of the Employee, oral and written reprimands will be removed from the Employee's active personnel file after twenty-four (24) months, provided there are no same or similar disciplinary actions during such period of time. Records of oral or written reprimands thus removed from an Employee's active personnel file will be presented for destruction at the first meeting of the City's Records Commission occurring after removal from the active file.

**38.06** Except as otherwise set forth in this Article upon written request of the Employee, records of a suspension shall be removed from the Employee's active personnel file after sixty (60) months, provided there are no same or similar disciplinary actions during such period of time. Records of suspensions shall be retained in the Employee's inactive personnel file. Records of suspensions thus retained in the Employee's inactive personnel file shall not be used for progressive discipline purposes, but shall be available for review and consideration by the City Manager when considering promotions.

## **ARTICLE 39**

### **Discipline**

**39.01** All disciplinary actions shall be for just cause, and in accordance with Codified Ordinance 161.10 as in effect on January 1, 1988, and in accordance with the division rules and regulations



and procedures referred to in this Agreement.

**39.02** Prior to filing any written disciplinary documents in the Member's personnel file, the document shall be submitted to the Member and acknowledged on the document by the Member. In the event the Member refuses to acknowledge receipt of the document, the City shall note the refusal on the document prior to filing.

#### **ARTICLE 40** **Grievance Procedure**

**40.01** The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and a reasonable effort shall be made to resolve a particular situation.

**40.02** The following matters, which shall constitute a "grievance," shall include an allegation by a Member that there is or has been:

- A. a breach, misinterpretation or improper application of this Agreement;
- B. abnormally dangerous or abnormally unhealthy working conditions;
- C. disciplinary action administered in accordance with Article 39 hereof.

It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by City Charter, or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

**40.03** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

**40.04** A grievance may be brought by any Member. Where a group of Members desire to file a grievance involving a situation affecting each Member in the same manner, one Member selected by such group shall process the grievance.

**40.05** The Member may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal.

**40.06** Any grievance not answered by the City within the stipulated time limits may be advanced by the Union member to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, "Calendar Days" shall be used in the procedure. All written grievances must contain the following information to be considered:

- A. aggrieved Member's name and signature;
- B. aggrieved Member's classification;
- C. date grievance was first discussed;



- D. date grievance was filed in writing;
- E. name of supervisor with whom grievance was discussed;
- F. date and time grievance occurred;
- G. where grievance occurred;
- H. description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated; and
- J. resolution requested.

**40.07** A written response to a grievance shall contain the following information:

- A. a decision;
- B. facts upon which the decision is made;
- C. remedial action taken or recommended; and
- D. signature of the superior.

**40.08** A grievance that affects all Members, or all Members of one rank or grade, may be initiated by the Union and submitted at Step (3). A Member shall have the right to present grievances and have them adjusted without the intervention of the Union or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union and its representatives are notified and have the opportunity to be present at every meeting beyond Step (2).

**40.09** A grievance may be referred to the superior next highest in the chain of command should an immediate superior be predictably absent from duty for more than seven (7) consecutive calendar days.

**40.10** A copy of a written grievance, and response, which resolves such grievance at Step (2) shall be forwarded to the Chief of Police and the Coordinator.

**40.11** At Step (3) and forward, the City agrees to meet with the parties to the grievance. The Union Coordinator may be present.

**40.12** Persons or body of persons, having authority to resolve grievances as provided within this Article shall limit their decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement and shall be without power or authority to make any decisions contrary to, inconsistent with, or modifying in any way the terms of this Agreement.

#### **40.13 Procedural Steps**

- A. Step 1. Informal Step. As a preliminary step, prior to pursuing the formal steps of the grievance procedure should a conflict arise between the City and a Member related to the issues of this Agreement, the Member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his/her/their immediate superior. It shall be the intent of the City and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below.



- B. Step 2. Immediate Supervisor. If the Member and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the Member may process the grievance to Step 2 of this procedure. The grievant will present the alleged grievance, in writing, within seven (7) days following the Immediate Supervisor's oral response, using the form jointly developed by the parties (see Appendix "G"). It shall be the responsibility of the Immediate Supervisor to investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented the written grievance.
- C. Step 3. Chief of Police. If the Member and the Immediate Supervisor are unable to resolve the grievance at Step 2, the Member may process the grievance at Step 3 of the procedure. The grievant must present the written alleged grievance which may contain additional relevant information to the Chief of Police within seven (7) calendar days following the reply at Step 2. It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.
- D. Step 4. City Manager. The union Member may appeal the grievance to the City Manager within seven (7) calendar days after receiving the Step 3 reply. The City Manager shall attempt to adjust the matter and shall respond to the grievant with a written answer within fifteen (15) calendar days, following the meeting.
- E. Step 5. Binding Arbitration:
1. If the grievance is not resolved at Step 4, the Union or the City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.
  2. Within ten (10) calendar days of receipt of intent to file under arbitration, the City and the Union shall by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may be mutually agreed.
  3. On receipt of the nominations, the Union and the City shall each eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by coin flip. A date for arbitration shall be set as soon as availability of the arbitrator is determined and both the Union and the City agree.
  4. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed at the arbitrator's hearing. The arbitrator shall reduce his/her/their decision to writing and state his/her/their reasons for reaching the decision.
  5. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the parties. The expenses on any non-Member witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit Member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her/their normally scheduled working hours on the day of the hearing.



6. It is expressly understood that the ruling and decision of the arbitrator, within his/her/their function described herein, shall be final and binding upon the parties provided that such decision conforms to State and Federal law.

#### **ARTICLE 41**

##### **Promotional Testing**

**41.01** All promotions to the rank of Sergeant or Captain (should the position of Captain be reinstated) shall be made utilizing a promotional candidate list established by the City of Huron in accordance with the City Charter and pertaining Ordinances. The City shall establish and govern the testing procedure using a competitive promotional examination process, which includes a written test and an assessment process to establish a candidate list.

**41.02** The eligibility requirements established in the job description for Sergeant and Captain shall be followed when determining qualification for participation in the promotion testing process.

**41.03** The posting and study periods for promotional examinations shall be established by the City of Huron.

**41.04** The probationary period for newly appointed officers shall be twelve (12) months from the time of appointment.

#### **ARTICLE 42**

##### **Copies of Agreement**

**42.01** The City agrees that it shall furnish at no charge a copy of this Agreement to each Member of the bargaining unit.

#### **ARTICLE 43**

##### **Duration**

**43.01** This Agreement shall become effective January 1, 2022 and shall terminate on December 31, 2024.

**43.02** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Notice to modify or terminate this Agreement shall comply with OAC 4117-1-02.

#### **ARTICLE 44**

##### **Alcohol/Drug Abuse Policy**

**44.01 Purpose.** The City of Huron and the F.O.P. realize the obligation to maintain a safe and healthy workplace for the employees of the City free from the use of alcohol and drugs of abuse. This policy is in response to the increasing evidence that the over/misuse of alcohol and drugs of abuse creates a clear and present danger to the Employee, to fellow Employees and to the public.



It addresses the on-duty use and misuse of alcohol and/or drugs of abuse.

**44.02 Policy Statement.**

- A. No Employee shall possess or use any controlled substances, narcotics, or hallucinogens except when prescribed in the treatment of Employee by a physician or dentist. When a controlled substance, narcotics, or hallucinogens are prescribed, Employees shall notify their immediate supervisor and show written confirmation from the attending physician.
- B. No Employee shall store or bring into any City facility or vehicle, any alcoholic beverages, controlled substances, narcotics, or hallucinogens, except those which are held as evidence.
- C. No Employee shall consume intoxicating beverages while in uniform or on duty except in performance of duty, and while acting under specific orders from the Chief of Police.
- D. No Employee shall appear for duty, or be on duty, if any of the following apply.
  - 1. the Employee is under the influence of alcohol, a drug of abuse, or alcohol and any drug(s) of abuse;
  - 2. the Employee has a concentration of two-hundredths of one percent (0.02%) or more by weight of alcohol in the blood;
  - 3. the Employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of his/her/their breath.
- E. Employees, while being compensated for being on-call, shall refrain from consuming alcoholic beverages and/or any drugs of abuse or mood-altering substances.

**44.03 Procedures.** Suspected violations of this drug and alcohol policy will subject an Employee to the following:

- A. Any Employee who has reasonable suspicion of an Employee's substance abuse will immediately relieve the involved Employee from his/her/their duties and will immediately notify the Chief or Chief's designee of the reason he/she/they suspects substance abuse. The Chief or Chief's designee will determine whether sufficient suspicion exists to warrant testing.
- B. If the Chief or Chief's designee determines there is sufficient reasonable suspicion to believe there is a violation, the involved Employee will be transported to Firelands Regional Medical Center (FRMC) by the Employee's supervisor for testing. If the parties have not previously agreed otherwise in writing, the Medical Provider shall be Firelands Regional Medical Center (FRMC).
- C. The involved Employee will be required to submit to a test of their blood, breath or urine as selected by the Chief or Chief's designee.
- D. The involved Employee will be suspended with pay until such time as analysis is completed. If the analysis is returned with no drugs being found, the Employee shall be reinstated and all records of the suspension and testing shall be purged from the Employee's personnel record.
- E. Any testing will be conducted and no expense to the Employee.



#### **44.04 Screening Process.**

- A. The sample collection, testing methodology, and screening standards for drugs of abuse will be a routine 8 - panel screen, which is performed with chain of custody procedures. An automatic confirmation process is to be included with this screen; i.e., the specimen has been through two rounds of testing. The first screening is via the immuno-assay method and then any positive screen is confirmed via gas chromatography/mass spectroscopy (GC/MS).
- B. The sample collection, testing methodology, and screening standards for alcohol will be done in accordance with established standards acceptable to the Ohio Department of Health as if the sample was collected and processed for a driving under the influence violation. Chain of custody procedures will be maintained.

#### **44.05 Disciplinary Action.**

- A. Failure to comply with the policy as it applies to the misuse of alcohol will result in disciplinary actions as follows:
  - 1. First offense: the Employee will be suspended for three (3) working days without pay.
  - 2. Second Offense: The Employee will be suspended for ten (10) working days without pay. An Employee assistance program (EAP) will be mandatory for the involved Employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
  - 3. Third Offense: The Employee will be terminated immediately.
- B. Failure to comply with the policy as it applies to the misuse of drugs of abuse will result in disciplinary actions as follow:
  - 1. First Offense: The Employee will be suspended for ten (10) working days without pay. An employee assistance program will be mandatory for the involved Employee to be paid for as provided for in existing health care benefits. Accrued sick time may be used for EAP. No sick time may be used toward the suspension.
  - 2. Second Offense: The Employee will be terminated immediately.
- C. Voluntary entry into an employee assistance program is not grounds for disciplinary action outside a violation of this policy.
- D. The failure by an Employee to attend a mandatory employee assistance program will result in termination.
- E. An Employee who has successfully completed the employee assistance program as part of action resulting from an alcohol related offense may have his/her/their records expunged of the incident providing there is no related offense within a five (5) year period. There is no provision for an expungement of a drug related offense.
- F. An Employee who refuses to submit to the requested test or tests shall be considered to have tested positive and disciplinary action will be administered in accordance with standards established here in.



**ARTICLE 45**  
**Extra Duty Events**

**45.01** All extra duty events, outside an Employee's regularly scheduled shift, shall be compensated at the overtime rate.

**ARTICLE 46**  
**Field Training Officer**

**46.01** Bargaining unit Members acting in the capacity of a field training officer shall receive one (1) additional day off with compensation at the completion of the required training for each recruit trained. A qualified bargaining unit Member under this Article shall be permitted to utilize the one (1) additional day off, and such approval shall not be unreasonably withheld, provided the bargaining unit Member:

- A. makes such a request in accordance with Article 21,
- B. approval of the request will not result in overtime usage, and
- C. any benefit conveyed under this Article will not be permitted to carryover from year to year and shall not be converted to a monetary payment in lieu of time off.

Eligibility of a bargaining unit Member to serve as a Field Training officer requires written appointment by the Chief of Police following the successful completion of the necessary training and education.

FOR THE EMPLOYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Date submitted:\_\_\_\_\_

Date signed:\_\_\_\_\_



## APPENDIX A

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
	
Fraternal Order of Police, Ohio Labor Council, Inc. 222 East Town Street, Columbus Ohio, 43215-4611 Telephone 800-367-6524	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc. (PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Mail this original to FOP/OLC. This card is kept Confidential.	

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
	
Fraternal Order of Police, Ohio Labor Council, Inc. 222 East Town Street, Columbus Ohio, 43215-4611 Telephone 800-367-6524	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the F.O.P. Ohio Labor Council, Inc. (PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Present this original to your auditor.	



## **APPENDIX B**

### **Hourly Rates of Pay**

#### **COMPENSATION SCHEDULE**

<i>Officers</i>	<b>2021</b>	<b>2022 (\$1 + 2%)</b>	<b>2023 (2.25%)</b>	<b>2024 (2.5%)</b>
A	\$30.19	\$31.81	\$32.53	\$33.34
B	\$26.91	\$28.47	\$29.11	\$29.84
C	\$22.64	\$24.11	\$24.66	\$25.27
D	\$20.69	\$22.12	\$22.62	\$23.19
E	\$19.98	\$21.40	\$21.88	\$22.43
<i>Sergeants</i>	<b>2021</b>	<b>2022 (2%)</b>	<b>2023 (2.25%)</b>	<b>2024 (2.5%)</b>
A	\$37.34	\$38.09	\$38.94	\$39.92
B	\$35.63	\$36.34	\$37.16	\$38.09
C	\$33.99	\$34.67	\$35.45	\$36.34



**APPENDIX C**

**Huron Police Department / General Request**

Print Date/Time:

Employee

Unit #:

Requesting Select One:

Start Date:

Start Time:

End Date:

End Time:

Comments:

**Approved**

☐

**Employee Signature:** \_\_\_\_\_

**Disapproved**

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

☐

**Returned Date:** \_\_\_\_\_

**Cut Here**

---

**Huron Police Department / General Request**

Print Date/Time:

Employee

Unit #:

Requesting Select One:

Start Date:

Start Time:

End Date:

End Time:

Comments:

**Approved**

☐

**Employee Signature:** \_\_\_\_\_

**Disapproved**

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

☐

**Returned Date:** \_\_\_\_\_



**APPENDIX D**  
**CITY OF HURON**  
**DEPARTMENT OF FINANCE**  
**SICK LEAVE CONVERSION FORM**

I, \_\_\_\_\_, request that \_\_\_\_\_ hours of sick leave be converted to  
\_\_\_\_\_ hours of personal time in accordance with Article 22 of the  
Collective Bargaining Agreement between the City of Huron and the Fraternal Order of Police,  
Ohio Labor Council, Inc.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Finance:

\_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX E**  
**CITY OF HURON**  
**DEPARTMENT OF FINANCE**  
**SICK LEAVE COVERSION TO PAYMENT REQUEST**

I, \_\_\_\_\_, request that \_\_\_\_\_ hours of sick leave be converted to a cash payment in accordance with Article 22 of the Collective Bargaining Agreement between the City of Huron and the Fraternal Order of Police, Ohio Labor Council, Inc.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Finance:

\_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX F



### Conditional Opt Out Form for Health Insurance

#### **Print, Complete, and Return to the City Manager's Office Along with Proof Of Other Insurance**

This form is due within 30 days of your initial eligibility for medical/prescription drug coverage and annually during open enrollment. If this form is not received within the appropriate timeline and you do not enroll for medical/prescription drug coverage, you will not be enrolled for coverage AND you will NOT receive the opt-out payment.

Date \_\_\_\_\_

Employee Name \_\_\_\_\_

Name of Dependents \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Employee is opting out of medical/prescription/vision/dental coverage for the following (*check only 1 box*):

- ☐ Employee Only
- ☐ Employee Plus Child(ren)
- ☐ Child(ren)

Group Medical Coverage Provided By  
(Company Name i.e. spouse's employer) \_\_\_\_\_

Name of the Medical Provider  
(Anthem, United Healthcare, Etc.) \_\_\_\_\_

Date Coverage will begin or began \_\_\_\_\_

#### **PLEASE ATTACH A COPY OF YOUR MEDICAL ID CARD OR PRINT OUT OF YOUR ENROLLMENT RECORD**

I understand I am eligible for medical coverage in accordance with the employer mandates of the Affordable Care Act (ACA). I am voluntarily waiving this coverage through the City of Huron health plan and understand that by waiving coverage for myself, I may not cover dependents under the health plan.

I certify that I have been given the opportunity to elect health coverage and by signing this form, I am waiving coverage for myself and/or my eligible dependents (if applicable). If I am waiving coverage for myself, I acknowledge that I will not be eligible to enroll in the health plan until the next open enrollment period unless I experience a family status change or qualifying life event.

If applying for the health plan opt-out payment, I certify that all of my eligible dependents and I (for whom I am waiving coverage) are enrolled under other group health coverage that is considered affordable, minimum value coverage in accordance with the employer mandates of the ACA. I understand that the health plan opt-out payments are taxable income. Additionally, I understand that I can use this compensation for any purpose, but these monies are not intended to reimburse me for an individual plan in the marketplace or a state exchange plan.



I further understand that I will not be able to revoke this waiver of coverage and enroll in this health plan until the next open enrollment period (unless a qualifying life event occurs).

NOTE: If you gain a new dependent through birth, adoption or marriage, you may enroll yourself, the new dependent, and the entire family at that time, subject to the City's eligibility rules but you must do so within 30 days of gaining the new dependent. If you miss the 30-day enrollment deadline, you must wait until the next open enrollment.

#### **OPT-OUT PAYMENTS**

If you are covered under another group health plan, you may waive medical, dental and vision coverage and receive a quarterly payment.

In order to take advantage of the opt-out payments when you waive benefits, you must provide proof of other coverage to the City Manager's office and verify your waiver of benefits. If you and your spouse are both employed by the City you will not be eligible for the opt-out payment if either you or your spouse carries health coverage through the City's plan.

**The City's health plan is a qualifying health plan in accordance with the employer mandates of the Affordable Care Act (ACA). If you waive coverage, it may affect your eligibility for subsidized coverage in the Marketplace (health exchange).**

**To be eligible for the opt-out payment you must certify you are waiving coverage for yourself and/or your dependents AND you must certify that you and all of your tax-eligible dependents are enrolled in other group health coverage that is considered to be affordable, minimum essential coverage. Although the opt-out payment can be used for any purpose, it is not intended to be a form of reimbursement for coverage in the Marketplace (health exchange).**

**Again, you will not be eligible to enroll in the health plan until the next open enrollment period unless you experience a family status change or qualifying life event.**

---

Employee Signature

Date



222 EAST TOWN STREET  
COLUMBUS, OHIO 43215-4611  
(614) 224-5700  
FAX (614) 224-5775  
1-800-367-6524

**FILLING OUT THIS FORM  
DOES NOT CONSTITUTE  
FILING OF THE  
GRIEVANCE. YOU MUST  
FOLLOW THE  
GRIEVANCE  
PROCEDURE IN YOUR  
CONTRACT.**



OLC Unit: \_\_\_\_\_ OLC Grievance #: \_\_\_\_\_  
 Employer: \_\_\_\_\_ Employer Phone #: \_\_\_\_\_  
 Employer Address: \_\_\_\_\_

## PLEASE PRINT OR TYPE

**A copy of this form  
must be sent to the  
O.L.C. Office - IMMEDIATELY**

**Please have your Associate  
call your Staff Representative  
when filing a grievance**

Name of Grievant: \_\_\_\_\_ Badge No: \_\_\_\_\_

Grievant Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Grievant Phone #: \_\_\_\_\_

Grievant Email: \_\_\_\_\_ Grievant Cell #: \_\_\_\_\_

Classification: \_\_\_\_\_ Assignment: \_\_\_\_\_

Shift: \_\_\_\_\_ Date of Appointment: \_\_\_\_\_

Immediate Supervisor at time of incident: \_\_\_\_\_

O.L.C. Representative: \_\_\_\_\_ Date and time: \_\_\_\_\_

Grievance first discussed with: \_\_\_\_\_ Date and time: \_\_\_\_\_

Article and section number of contract violation: \_\_\_\_\_

Statement of grievance (Give times, dates, who, what, when, where, why, and how): \_\_\_\_\_

Remedy requested:

Grievant's signature:\_\_\_\_\_ Date and time:\_\_\_\_\_

## STEP ONE

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_

Respondent's Name and Title

Date of meeting:\_\_\_\_\_Time:\_\_\_\_\_Place:\_\_\_\_\_

Step one response: \_\_\_\_\_

Respondent's Signature and Title

Date and Time

Received by: \_\_\_\_\_

Grievant's Signature

Date and Time

ANSWER IS:      Accepted:\_\_\_\_\_ Rejected:\_\_\_\_\_



**STEP TWO (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step two response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time  
Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP THREE (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step three response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time  
Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

**STEP FOUR (if applicable)**

Received by: \_\_\_\_\_ Date and time: \_\_\_\_\_  
Respondent's Name and Title

Date of meeting: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Step four response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature and Title Date and Time  
Received by: \_\_\_\_\_  
Grievant's Signature Date and Time

ANSWER IS: Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_

F.O.P./O.L.C. intention to arbitrate (Yes) \_\_\_\_\_ (No) \_\_\_\_\_  
Signature



# APPENDIX H

## PATROL OFFICER'S SHIFT BID FORM

SHIFT BID PERIODS:    On or about January 1<sup>st</sup> thru April 30<sup>th</sup>  
                                 On or about May 1<sup>st</sup> thru August 31<sup>st</sup>  
                                 On or about September 1<sup>st</sup> thru December 31<sup>st</sup>

YEAR:                      2022                      2023                      2024

EMPLOYEE:                      \_\_\_\_\_

**On or about January 1<sup>st</sup> thru April 30<sup>th</sup>**

Day shift (8am to 4pm with Friday/Saturday off):                      \_\_\_\_\_

Afternoon shift (4pm to midnight with Friday/Saturday off):                      \_\_\_\_\_

Midnight shift (midnight to 8am with Saturday/Sunday off):                      \_\_\_\_\_

**On or about May 1<sup>st</sup> thru August 31<sup>st</sup>**

Day shift (8am to 4pm with Friday/Saturday off):                      \_\_\_\_\_

Afternoon shift (4pm to midnight with Friday/Saturday off):                      \_\_\_\_\_

Midnight shift (midnight to 8am with Saturday/Sunday off):                      \_\_\_\_\_

**On or about September 1<sup>st</sup> thru December 31<sup>st</sup>**

Day shift (8am to 4pm with Friday/Saturday off):                      \_\_\_\_\_

Afternoon shift (4pm to midnight with Friday/Saturday off):                      \_\_\_\_\_

Midnight shift (midnight to 8am with Saturday/Sunday off):                      \_\_\_\_\_

Patrol Officers will be allowed to bid on a preferred shift assignment each calendar year by seniority. Number the shift bids 1-3 by preference with #1 being the first requested. This form must be submitted by October 1<sup>st</sup> prior to the year of the bid shifts. Patrol Officers not completing this form by the deadline or choosing not to complete the form will be assigned an un-bid shift by the City.





**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-35  
**DATE:** October 26, 2021

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### **Subject Matter/Background**

Continuous traffic code violations have been happening along the stretch of Standard Street east of Main for some time, specifically related to broken down vehicles being parked in the city right-of-way. As a way to mitigate the stagnant vehicles and prevent any future parking along this right-of-way, no parking signage is recommended to remediate the issue.

### **Financial Review**

The City's budget is not materially impacted by this ordinance. Potential financial impacts are minor and include compliance enforcement and street maintenance of the area.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Ordinance No. 2021-35 is in order.

[Ordinance No. 2021-35.docx](#)

[Ordinance No. 2021-35 Exhibit A.docx](#)



**ORDINANCE NO. 2021-35**

Introduced by Christine Crawford

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING NO PARKING AT ANY TIME SIGNAGE ON THE SOUTH SIDE OF STANDARD STREET FROM MAIN STREET EAST TO HURON STREET; AND NO PARKING AT ANY TIME SIGNAGE IN THE PUBLIC RIGHT-OF-WAY ON THE SOUTH SIDE OF STANDARD STREET BETWEEN MAIN STREET AND A POINT EASTWARD ALONG STANDARD STREET A DISTANCE OF 177 FEET, AND DECLARING AN EMERGENCY.**

**WHEREAS**, in order to ensure safety of the public, it is advisable to restrict parking on the south side of Standard Street between Main Street and Huron Street, and in the public right-of-way on the south side of Standard Street from Main eastward along Standard Street a distance of 177 feet, as set forth on the diagram attached hereto as Exhibit “A”.

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

**Section 1:** That pursuant to Codified Ordinance Section 305.03(b), Amendments, amendments are hereby made to Codified Ordinance 305.01, Traffic Control Map, and Codified Ordinance Section 305.02 as follows:

**No parking at any time on the south side of Standard Street between Main Street and Huron Street; and**

**No parking in the public right-of-way on the south side of Standard Street between Main Street and a point located eastward along Standard Street a distance of 177 feet.**

**Section 2:** That the Street Foreman shall oversee the erection, removal, and maintenance of only those authorized traffic control signals and devices as are necessary to regulate, warn, or guide traffic in accordance with the provisions of this Ordinance.

**Section 3:** That the Division of Police shall amend the Traffic Control Map and Traffic Control File in accordance with the provisions of this Ordinance.

**Section 4:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance 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 Ohio R.C. 121.22.

**Section 5:** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that, in order to effectively control traffic within the municipality, it is imperative this Ordinance be effective immediately; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption and upon posting of the authorized traffic control signals and devices to regulate, warn or guide traffic in accordance with the provisions of this Ordinance.



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Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



ORDINANCE NO. 2021-35







**TO:** Mayor Artino and City Council  
**FROM:** Matthew Lasko  
**RE:** Ordinance No. 2021-36  
**DATE:** October 26, 2021

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### **Subject Matter/Background**

Planning staff is currently undertaking an in-depth review of the existing Zoning Ordinance. Current internal processes outlined in Chapter 1141 (Design Review Regulations) are cumbersome at a staff level. The existing design review body is a separate subcommittee made up of three planning commissioners appointed by the Chairman of the Planning Commission. Design Review Board meetings are held right after Planning Commission where most of the analyses overlap. Staff is recommending an amendment to Chapter 1141 establishing the Planning Commission as the sole deciding body for design review cases; in essence, merging duties of the Design Review Board and the Planning Commission. Staff understands the importance of building/site design for the community and as future recommendations are made to incorporate design standards into the zoning code, combining the powers of the Design Review Board with the Planning Commission logistically make the most sense in streamlining the development review process and eliminating redundancies.

### **Financial Review**

There is no immediate financial impact to the City's budget for this change.

### **Legal Review**

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

### **Recommendation**

If Council is in agreement, a motion adopting Ordinance No. 2021-36 is in order.

[Ordinance No. 2021-36.docx](#)

[Ordinance No. 2021-36 Exhibit A.docx](#)

[Ordinance No. 2021-36 Exhibit B.docx](#)



## **ORDINANCE NO. 2021-36**

Introduced by Mark Claus

**AN ORDINANCE AMENDING SECTIONS 1129.06 – DESIGN AND CONSTRUCTION STANDARDS, 1129.11 – ADMINISTRATIVE PROCEDURES, 1139.02 – BOARD OF BUILDING AND ZONING APPEALS, 1141.01 – PURPOSE, 1141.02 – DEFINITIONS, 1141.03 – RESERVED, 1141.04 – POWERS AND DUTIES OF THE PLANNING COMMISSION RELATING TO DESIGN REVIEW, 1141.05 – TRIGGERING MECHANISM FOR DESIGN REVIEW, 1141.08 – FINAL DECISION, 1141.09 – MINIMUM MAINTENANCE REQUIREMENT, 1141.10 - EXCLUSIONS, 1141.99 – PENALTY, 1313.02 – REQUIREMENTS, AND 1313.03 PROCEDURE FOR FILING AND REVIEW 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 1126.06 – Design and Construction Standards, 1129.11 – Administrative Procedures, 1139.02 – Board of Building and Zoning Appeals; 1141.01 – Purpose, 1141.02 – Definitions, 1141.03 – Reserved, 1141.04 – Powers and Duties of the Planning Commission Relating to Design Review, 1141.05 – Triggering Mechanism for Design Review, 1141.08 – Final Decision, 1141.09 – Minimum Maintenance Requirement, 1141.10 – Exclusions, 1141.99 – Penalty, 1313.02 – Requirements, and 1313.03 Procedure for Filing and Review 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 1126.06 – Design and Construction Standards, 1129.11 – Administrative Procedures, 1139.02 – Board of Building and Zoning Appeals; 1141.01 – Purpose, 1141.02 – Definitions, 1141.03 – Reserved, 1141.04 – Powers and Duties of the Planning Commission Relating to Design Review, 1141.05 – Triggering Mechanism for Design Review, 1141.08 – Final Decision, 1141.09 – Minimum Maintenance Requirement, 1141.10 – Exclusions, 1141.99 – Penalty, 1313.02 – Requirements, and 1313.03 Procedure for Filing and Review 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 1126.06 – Design and Construction Standards, 1129.11 – Administrative Procedures, 1139.02 – Board of Building and Zoning Appeals; 1141.01 – Purpose, 1141.02 – Definitions, 1141.03 – Reserved, 1141.04 – Powers and Duties of the Planning Commission Relating to Design Review, 1141.05 – Triggering Mechanism for Design Review, 1141.08 – Final Decision, 1141.09 – Minimum Maintenance Requirement, 1141.10 – Exclusions, 1141.99 – Penalty, 1313.02 – Requirements, and 1313.03 Procedure for Filing and Review 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.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and for the further reason that, in order to effectively address and manage further proposed development within the municipality, and to ensure the appropriate public body addresses design review matters, it is imperative this Ordinance be effective immediately; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption in accordance with the provisions of this Ordinance.

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Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_



## **Exhibit A**

Ord. 1129.06

### **1129.06 DESIGN AND CONSTRUCTION STANDARDS.**

In addition to assuring compliance with the numerical standards of these regulations, the Planning Commission and Design Review Board, when approving signs, shall consider the proposed general design, arrangement, texture, material, colors, lighting placement and the appropriateness of the proposed sign in relationship to other signs and the other structures both on the premises and in the surrounding areas, and only approve signs which are consistent with the intent, purposes, standards and criteria of the sign regulations. Specific standards for determining the appropriateness of the sign shall include, but not be limited to the following conditions:

- (a) The lettering shall be large enough to be easily read from the public street but not out of scale with the building, site or streetscape.
- (b) The number of items (letters, symbols, shapes) shall be consistent with the amount of information which can be comprehended by the viewer, reflect simplicity, avoid visual clutter and improve legibility.
- (c) The shape of the sign shall not create visual clutter.
- (d) Signs shall have an appropriate contrast and be designed with a limited number of, and with the harmonious use of, colors. Signs and awnings, if seen in series, shall have a continuity of design with the style of sign generally consistent throughout the building or block. Continuity of design means uniformity of background colors or harmonious use of a limited range of complementary background colors.
- (e) The size, style and location of the sign shall be appropriate to the activity of the site as prescribed elsewhere in these regulations.
- (f) The sign shall complement the building and adjacent buildings by being designed and placed to enhance the architecture. The sign shall reflect the primary purpose of identifying the name and type of establishment.
- (g) The sign should be consolidated into a minimum number of elements.
- (h) Instructional signs shall contain the minimum information and the minimum area necessary to convey the message and instruct the viewer in the safe and efficient use of the facility.
- (i) A sign should be constructed with a minimum of different types of material so as to provide a consistent overall appearance.
- (j) All signs in business and industrial districts may be illuminated provided that light sources to illuminate such signs shall be shielded from all adjacent residential buildings and streets, and shall not be of such brightness so as to cause glare hazardous to pedestrians or motorists, or as to cause reasonable objection from adjacent residential districts.
- (k) No flashing or moving parts shall be permitted for any sign or advertising display within the City.
- (l) No paper or similarly pliable material posters shall be applied directly to the wall, building or pole or other support. Letters or pictures in the form of advertising that are printed or painted directly on the wall of a building are prohibited, except for window signs pursuant to this chapter and conditionally permitted murals.
- (m) No sign shall be erected, located or maintained in a location where it interferes with free vision of traffic approaching any intersection of streets, roads, alleys, private drives or other vehicular ways; not where it may interfere with, obstruct the view, or be confused with an authorized traffic sign or safety device. No sign or advertising device shall be permitted which, by color, location or design, resembles or conflicts with traffic control signs or devices.
- (n) No signs shall be placed, erected or maintained so as to obstruct, in any manner, any fire escape or window, door, exit or entrance to or from any building, or otherwise be placed in the City's right-of-way.
- (o) No sign shall be placed, erected or maintained in a manner which will interfere with the proper and convenient protection of property by the Division of Fire.



- (p) Pennants, banners, streamers, whirligig devices, balloons, inflatable devices, and other similar devices are prohibited except for banners and pennants when part of public information signs installed by the City.
- (q) Billboards and other off-premise signs are prohibited.
- (r) Signs of any type may not be affixed or attached to any utility infrastructure or public infrastructure within the public right-of-way.
- (s) All signs shall be designed, constructed, and erected in a professional and workmanlike manner, in conformance with all applicable building codes, and with materials which are durable for the intended life of the sign. Signs shall be designed, constructed, fastened or anchored to withstand various weather elements.
- (t) For any sign which projects above a public right-of-way, the sign owner shall obtain and maintain in force liability insurance for such sign in such form and in such amount as the Law Director may reasonably determine. Proof of such insurance shall be required prior to obtaining a permit.
- (u) Freestanding signs shall be designed and located so as not to obstruct a driver's visibility entering or exiting property or to be a safety hazard to pedestrians or vehicles, and shall comply with the requirements set forth by the Chief of Police for maintaining clear sight at an intersection.
- (v) "Feather Signs" are prohibited.
- (w) The City Council has full review and approval authority for any sign erected in the median of State Route 6 between the walk-over bridge and Williams Street. (Ord. 2015-8. Passed 8-25-15.)

Ord. 1129.11

**1129.11 ADMINISTRATIVE PROCEDURES.**

Subject to the exceptions noted herein, no sign shall be erected, placed or maintained within the City limits without first obtaining a sign permit from the Zoning Inspector, upon review by the Zoning Inspector and approval from the Design Review Subcommittee, and paying the required fee. Signs containing electrical components also shall be subject to the provisions of the City Electrical Code and the permit fees required thereunder.

- (a) Compliance with this Section. No person shall erect, locate, move, alter, or replace any sign or cause a sign to be located or maintained, unless all provisions of this Chapter have been met and all proper permits have been obtained.
- (b) Application for Sign Permit. Any application for a sign permit shall be submitted to the City and include the following information or exhibits:
  - (1) A site drawing and measurements, depicting a rendition of the proposed sign, the specific location of intended posting in relation to all existing buildings and site amenities, the immediately surrounding area, and other required information which demonstrates compliance with all provisions concerning such signs, such as landscape provisions, design specifications, and construction specifications.
  - (2) Name, address, and contact information of the applicant.
  - (3) Any required electrical permit.
- (c) Permit Issuance. The Zoning Inspector shall review the permit application and related documents, and shall examine the proposed site of erection. If he finds that the requirements of this section have been met, and that the proposed sign is appropriate to its proposed setting, he shall forward the application to the Design Review Subcommittee for final approval. Upon review and issuance of a sign permit, and the work authorized under the permit is not completed within six (6) months of its issuance, the permit shall become null and void.
- (d) A permit shall not be required for the following signs when such signs are in full compliance with these sign regulations:



- (1) A safety/security sign in a residential district
- (2) A building identification sign in any district
- (3) House identification, real estate, contractor sign, or political signs not exceeding nine square feet in area and located on the appropriate privately owned property or project area
- (4) Any changes to the message display area of a previously approved bulletin or changeable copy type sign
- (5) Holiday themed decorations
- (e) A permit shall be required for the following signs:
  - (1) Multiple-family and conditional uses in residential districts.
    - A. Residential or institutional identification signs;
    - B. Instructional and directional signs that are within five (5) feet of the public right of way;
    - C. All permanent signs that exceed two (2) square feet in area.
  - (2) Business, Industrial, Parking and Park districts.
    - A. Freestanding signs, ground signs, and monument signs (when permitted);
    - B. Projecting, canopy signs, awning signs, and marque signs;
    - C. Wall signs, professional occupation signs, roof signs, and suspended signs;
    - D. Changeable copy, time and temperature signs, and electronic message board signs;
    - E. Illuminated or flashing signs;
    - F. Instructional and directional that are within five (5) feet of the public right of way; and,
    - G. Permanent window signs including any elements that are painted on the window.
- (e) Existing signs. Signs not conforming to this section but which were legal when erected may be continued in use under a special nonconforming permit. This authorization shall not extend beyond the time that the sign requires removal, replacement, relocation or major repair or renovation costing at least half the amount required for a new sign of similar size and construction. Nonconforming signs that are being brought into compliance are subject to the application review process as described in this Code.
- (f) Inspection, correction and removal. If the Zoning Inspector finds that any sign is unsafe or insecure or not maintained in accordance with the requirements of this section, he shall issue written notice to the permit holder directing its correction or removal. If the notice is not complied with within three (3) days of receipt, the Zoning Inspector shall initiate legal process to remove the sign or to enforce compliance. If the sign presents an immediate peril to persons or property, the requirement of notice is waived and the sign may be summarily removed.
- (g) Fees. Fees for all signs, including temporary and portable, shall be that prescribed by the City Council in Section 1321.12 of the Codified Ordinances. (Ord. 2015-8. Passed 8-25-15.)

## Ord. 1139.02

### **1139.02 BOARD OF BUILDING AND ZONING APPEALS.**

- (a) Appointment. There is hereby created a Board of Building and Zoning Appeals consisting of five members who shall be residents who hold no other City office or employment, selected by Council, one each year for overlapping terms of five years. It shall have all the power and authority conferred upon



boards of zoning appeals by state law and such other duties as may be imposed upon it by state law. Its members shall serve without compensation.

(b) Procedure. The Board shall adopt its own rules, in accordance with this chapter and elect its own officers annually. Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine.

The Chairman, or in his absence, the Acting Chairman, may administer oaths and the Board may compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.

(c) Quorum. Three members of the Board shall constitute a quorum. The Board shall act by resolution; and the concurring vote of three members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Building Official or any other duly authorized administrative officer, or to decide in favor of an applicant in any matter on which it is required to pass under this Zoning Ordinance, of every such determination shall be stated. A member of the Board shall not be qualified to vote if he has not attended the public hearing or if he has a direct or indirect interest in the issue appealed.

(d) Assistance; Other Departments. The Board may call upon the City departments for assistance in the performance of its duties, and such departments shall render such assistance to the Board as may reasonably be required.

(e) Applications, Appeals, Hearings and Stay of Proceedings. An application in cases in which the Board has original jurisdiction under the provisions of this chapter, may be taken by any property owner, including a tenant, or by a governmental officer, department, board or bureau. Such application shall be filed with the Zoning Inspector, who shall transmit same to the Board. An appeal to the Board may be taken by any person aggrieved or by any officer, department, board or bureau of the City affected by any decision of the Zoning Inspector. Such appeal shall be taken within thirty days after the decision, by filing with the secretary of the Board a notice of appeal specifying the grounds thereof. The Zoning Inspector shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

If an application or appeal is received at least five days before a regularly scheduled meeting of the Board, it shall act within forty-five days after such meeting. Failure to act within such period shall be considered approval. Before making any decisions on an application or appeal, the Board shall hold a public hearing at such times as shall be determined by the Board itself. Special hearings can be arranged at the call of the Chairman. Notices of the time and place of hearings shall be mailed, by regular first-class mail, not less than three days prior to the date of the hearing, to the appellant and to affected property owners owning property located within 100 feet of the property that is the subject of the application or appeal, as the names of such owners appear in the current records of the County Auditor's office, or such notice may be given by publication for two successive weeks prior thereto in a newspaper of general circulation in the City.

Failure to notify any affected property owner, as hereinbefore defined, shall have no effect upon the validity of the proceedings taken by the Board. Each application or appeal shall be accompanied by a fee as prescribed by Council in Section 1321.12 of the Building Code to cover the cost of publishing and/or posting and mailing the notices of the hearing or hearings. At the hearing, any party may appear in person or be represented by an agent or attorney.

Any person or persons, jointly or severally aggrieved by the decision of the Board, may appeal to the Court of Common Pleas that such decision is unreasonable or unlawful. Such petition shall be presented to the Court within thirty days after the filing of the decision in the office of the Board.

A certified copy of the Board's decision shall be transmitted to the applicant or appellant, and to the Zoning Inspector. Such decision shall be binding upon the Zoning Inspector and observed by him, and



he shall incorporate the terms and conditions of the same in the permit to the applicant or appellant, whenever a permit is authorized by the Board.

A decision of the Board shall not become final until the expiration of five days from the date such decision is made, unless the Board finds the immediate taking of effect of such decision is necessary for the preservation of property or personal rights and shall so certify on the record.

An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Zoning Inspector certifies to the Board after notice of appeal is filed with him, that by reason of acts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by the Court of Common Pleas on application, on notice to the Zoning Inspector, or by judicial proceedings and on due cause shown.

(f) Powers. The Board of Building and Zoning Appeals shall have the following powers:

The Board shall have the power to hear and decide, in accordance with the provisions of this chapter, applications, filed as hereinbefore provided, for conditional uses, special exceptions or for interpretation of the Zoning Map, or for decision upon other special questions on which the Board is authorized by this Ordinance to pass. In considering an application for a conditional use, a special exception or interpretation of the Zoning Map, the Board shall give due regard to the nature and conditions of all adjacent uses and structures; and in authorizing a conditional use or special exception, the Board may impose such requirements and conditions with respect to location, construction, maintenance and operation, in addition to those expressly stipulated in this chapter for the particular conditional use or special exception, as the Board may deem necessary for the protection of adjacent properties and the public interest.

In addition to permitting the conditional uses and special exceptions hereinbefore specified, the Board shall have the power to permit the following conditional uses and special exceptions:

- (1) Nonconforming uses; substitution. The substitution of a nonconforming use existing at the time of enactment of this chapter by another nonconforming use, if no structural alterations except those required by law or resolution are made, provided however, that in an R District, no change shall be authorized by the Board to any use which is not a permitted or conditional use in any R District and in a B District, no change shall be authorized to any use which is not a permitted or conditional use in any B District.
- (2) Nonconforming uses; extension. The extension of a nonconforming building upon the lot occupied by such building or on an adjoining lot, provided that such lot was under the same ownership as the lot in question at the time the use of such building became a nonconforming use, that the value of such extension shall not exceed in all twenty-five percent (25%) of the assessed valuation for tax purposes of the existing building devoted to a nonconforming use, that such extension shall be within a distance of not more than fifty feet of the existing building or premises, that such extension shall in any case be undertaken within five years of the enactment of this chapter; and provided further however, that the Board shall not authorize any extension or enlargement which would result in violation of the provisions of this chapter with respect to any adjoining premises.
- (3) Extension of use on border of district. The extension of a use or building into a more restricted district immediately adjacent thereto, but not more than twenty-five feet beyond the dividing line of the two districts, under such conditions as will safeguard development in the more restricted district.
- (4) Conditional industrial uses. Permitted in the I-1 and I-2 Districts, certain of the industries or uses listed in Sections 1125.04 and 1125.05 as conditionally permitted. In doing so, the Board may require the installation, operation and maintenance in connection with the proposed use, of such devices or such methods of operation, as may in the opinion of the Board be reasonably required to prevent or reduce fumes, gas, dust, smoke, odor, water-carried waste, noise, vibration or similar objectionable features, and may further impose such conditions regarding



the extent of open spaces between such industries or uses and surrounding properties, where such distance is not specifically indicated, as will tend to prevent or reduce the harm which might otherwise result from the proposed use of surrounding properties and neighborhoods.

- (5) Temporary structures and uses. The temporary use of a structure or premises in any district for a purpose or use that does not conform to the regulations prescribed elsewhere in this chapter for the district in which it is located, provided that such use is of a temporary nature and does not involve the erection of a substantial structure. A zoning certificate for such use shall be granted in the form of a temporary and revocable permit for not more than a twelve-month period, subject to such conditions as will safeguard the public health, safety, convenience and general welfare.

- (6) Conditional uses: wind energy conversion systems.

A. Purpose. The purpose of subsection (f)(6) hereof is to preserve and protect the public health and safety and to promote the orderly land use and development in the City of Huron by the implementation of standards and procedures by which the installation and operation of Wind Energy Conversion Systems (WECS) (wind turbines) shall be governed as a conditional use in any zoning district of the City.

B. Definitions.

1. A wind energy conversion system (WECS) includes any or all of the following components.
  - a. A turbine with propeller type blades;
  - b. A vertical rotor;
  - c. Other means of capturing the energy of the moving air;
  - d. A tower or a mounting structure;
  - e. An electrical power generator with associated electrical power transmission circuitry;
  - f. A battery or other means of storing energy;
  - g. Other means of transmitting energy (hydraulic, mechanical, etc.);
  - h. Mechanical control mechanisms;
  - i. Electrical/electronic/computer circuitry;
  - j. A foundation;
  - k. Enclosures.
2. Total height means the distance measured from ground level to the blade extended at its highest point or to the top of the tower, whichever is the highest.
3. Small wind energy conversion system means a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which will be used primarily to reduce on-site consumption of electrical power.
4. Windmill rotor means that portion of the windmill which includes the blades, hub and shaft.
5. Windmill tower means the supporting structure on which the rotor, turbine and accessory equipment are mounted.
6. Commercial wind energy conversion system means a wind energy conversion system consisting of more than one wind turbine and tower, and a wind energy conversion system which will be used primarily for off-site consumption of electrical power.



7. Wind turbine means a wind energy conversion system which converts wind energy into electricity through the use of a wind turbine generator or rotor; and includes the turbine, rotor, blade, tower, base and pad transformer (if any) in addition to the wind energy conversion systems designed to mount directly on the roof of existing buildings including residences.
8. Applicant means the person or entity filing an application for a conditional use permit under this subsection (f)(6).

C. Applicability.

1. This subsection is applicable to all Wind Energy Conversion Systems (WECS), small and commercial; and Wind Turbines as defined in this section which are proposed to be constructed or located after the effective date of this section.
2. Wind Energy Conversion Systems and Wind Turbines constructed or located prior to the effective date of this subsection shall not be required to meet the provisions of this subsection provided that any physical modification to such pre-existing Wind Energy Conversion System (WECS) or Wind Turbine that materially alters the size, type and number of any such WECS or Wind Turbine shall require compliance with this subsection. If any preexisting WECS or Wind Turbine is destroyed or damaged to the extent of more than 50 percent of its fair market value at the time of destruction or damage, it shall not be reconstructed except in conformity with this section.

D. Permit requirement.

1. No Wind Energy Conversion System, small or commercial, or Wind Turbine shall be constructed or located within the City of Huron unless a conditional use permit has been issued to the applicant.
2. The conditional use permit application shall be made in compliance with this subsection and be accompanied with a fee for appearances before the Board of Building and Zoning Appeals.
3. Any physical modification to an existing and permitted Wind Energy Conversion System or Wind Turbine that materially alters the size, type and number of such WECS shall require a permit modification under this subsection. Like-kind replacements shall not require a permit modification.
4. An applicant who proposes to construct or locate a Wind Turbine, as defined in this subsection, on the roof of an existing structure shall be required to apply for a conditional use permit and request a variance from the Board of Building and Zoning Appeals.

E. Small Wind Energy Conversion System Requirements.

1. Permitted locations. A small wind energy conversion system is permitted in any zoning district.
2. Setbacks.
  - a. Property lines. A small wind energy conversion system or tower shall be set back from the nearest property line, public road right-of-way and communication and electrical line not less than 1.0 times its total height.
3. Design standards.
  - a. Monopole or freestanding design. The design of the small wind energy conversion system or tower shall be of a monopole or freestanding design without guy wires.



- b. Minimum blade height. The minimum height of the lowest extent of a turbine blade shall be 30 feet above the ground or 30 feet above any structure or obstacle within 50 feet of the tower.
- c. Access. No tower shall have a climbing apparatus within 15 feet of the ground. All access doors or access ways to towers and electrical equipment shall be able to be locked.
- d. Noise. No small wind energy conversion system shall generate sounds exceeding 60 dBA as measured at 100 feet from the tower. Noise generated from any small WECS shall also comply with existing City noise ordinance.
- e. Visual appearance. Small wind energy conversion or tower systems shall be finished in a rust-resistant, non-obtrusive finish and color that is non-reflective. No small wind energy conversion system or tower shall be lighted unless required by the FAA. No flags, streamers, decorations, advertising signs of any kind or nature whatsoever shall be permitted on any small wind energy conversion system and/or tower.
- f. Electrical interconnections. All electrical interconnection or distribution lines shall be underground and comply with all applicable codes and public utility requirements.
- g. Signal interference. Efforts shall be made to site small wind energy conversion systems, or towers, to reduce that likelihood of blocking or reflecting television and other communication signals. If signal interference occurs, both the small wind energy conversion system or tower owner and individual receiving interference shall make reasonable efforts to resolve the problem. No small wind energy conversion system or tower shall cause permanent and material interference with television or other communication signals.

F. Permit applications. Application for a small wind energy conversion system and/or tower shall include the following information:

- 1. Site plan to scale showing the location of the proposed small wind energy conversion system and/or tower and the locations of all existing buildings, structures and property lines, along with distances; and,
- 2. Elevations of the site to scale showing the height, design and configuration of the small wind energy conversion system and the height and distance to all existing structures, buildings, electrical lines and property lines; and
- 3. Standard drawings and an engineering analysis of the systems tower, including weight capacity; and,
- 4. A standard foundation and anchor design along with soil conditions and specifications for the soil conditions at the site; and,
- 5. Specific information on the type, size, rotor material, rated power output, performance, safety and noise characteristics of the system; including, the name and address of the manufacturer, model and serial number; and,
- 6. Emergency and normal shutdown procedures; and,



7. A line drawing of the electrical components of the system in sufficient detail to establish that the installation conforms to all applicable electrical codes; and,
8. Evidence that the provider of electrical service of the property has been notified of the intent to install an interconnected electricity generator; unless, the system will not be connected to the electricity grid.

G. Commercial wind energy conversion system requirements.

1. Permissible locations. A commercial wind energy conversion system may be permitted as a conditional use (special exception) in all commercial and/or Industrial Districts.
2. Setbacks.
  - a. Property lines. A commercial wind energy conversion system shall be set back from the nearest property line and public road right-of-way not less than 1.0 times the total height of installation.
  - b. Other uses. No commercial wind energy conversion system shall be located within 1,000 feet of a platted subdivision, park, church, school or playground.
  - c. Inhabited structures. A commercial wind energy conversion system shall be set back from the nearest inhabited building, power line or communication line, not less than 1.0 times its total height.
3. Design standards. A commercial wind energy conversion system shall comply with the design standards set forth for small wind energy conversion systems in this section.
4. Permit applications. A commercial wind energy conversion system shall comply with the permit application requirements set forth for small wind energy conversion systems in this section.
5. Commercial Wind Energy Conversion Systems shall not be permitted without approval by the Planning Commission and Design Review Board.

H. Non-use.

1. Any small wind energy conversion system, commercial wind energy conversion system or tower which complies with the terms of this section which is not used for two (2) years, excluding repairs, shall be removed within six (6) months most closely following the two (2) year period. Failure to remove the system shall be deemed a violation of this subsection.
2. Any small wind energy conversion system or commercial wind energy conversion system which is non-conforming and which is not used for one (1) year, excluding repairs, shall be removed within six (6) months most closely following the one (1) year period. Failure to remove the system shall be deemed a violation of this subsection.

(g) Interpretation of Zoning Map. Where the street or lot layout actually on the ground or as recorded differs from the street and lot lines as shown on the Zoning Map, the Board after notice to the owners of the property and after public hearing, shall interpret the Map in such a way as to carry out the intent and purpose of this chapter. In case of any question as to the location of any boundary line between zoning districts, a request for interpretation of the Zoning Map may be made to the Board and a determination shall be made by the Board.



(h) Administrative Review; Appeals. The Board shall have the power to hear and decide appeals filed as hereinbefore provided, where it is alleged by the appellant that there is error in any order, requirement, decision, determination, grant or refusal made by the Building Official or other administrative official in the enforcement and/or interpretation of the provisions of this chapter.

(i) Variances. The Board shall have the power to authorize variance from the terms, provisions or requirements of this chapter upon appeal in a specific case filed as hereinbefore provided:

- (1) Where by reason of the size, shape, physical and/or topographic characteristics of the specific parcel of land on the effective date of this chapter, or other extraordinary physical situation or condition of this property or of the land immediately adjoining the property in question, the literal enforcement of the provisions or requirements of this chapter would result in denial of all economic use of the land, or
- (2) Where a developer of land files an application with the Planning Commission to subdivide, resubdivide or divide a parcel of land and one or more of the lots intended to be created thereby do not meet the requirements of the chapter and, by reason of unique physical conditions relative to this specific property, a literal enforcement of the provisions or requirements of this chapter will be physically impossible or economically destructive of all economic use of the land.

(j) Conditions in Granting a Variance.

- (1) In authorizing a variance, the Board may attach thereto such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the interest of the furtherance of the purposes of the chapter and in the public interest. In authorizing a variance with attached conditions, the Board shall require such evidence, guarantee, bond, surety or other security as it may deem necessary to enforce compliance with the conditions attached to such variance.
- (2) The variance granted shall be in direct response to the unique problem presented. That is, a problem in application of side yards shall be met with variance of side yard requirements, not by variance in permitted land use.
- (3) The variance granted shall be the least variance required to respond to the problem.
- (4) The variance granted shall not be a substantial detriment to adjacent property or impair the purposes of this chapter or the public interest.

(k) Certifications in Variance. Upon granting a variance under one of the two conditions specified in subsection (i) hereof, the Board shall certify to the Zoning Inspector and to the Planning Commission:

- (1) That the conditions of either subsection (i)(1) or (2) hereof permitting the granting of the variance, have been met.
- (2) The manner in which the conditions specified in subsection (j)(2) to (4) hereof have been met, and
- (3) The special conditions of the variance, if any, as authorized in subsection (j)(1) hereof.

(l) Board May Reverse Orders. In exercising its power, the Board may in conformity with the provisions of statute and of this chapter, reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as ought to be made, and to that end shall have all the powers of the office from whom the appeal is taken.(Ord. 2012-32. Passed 7-24-12.)

Ord. 1141.01

**1141.01 PURPOSE.**



The purpose of this chapter is to establish procedures whereby buildings, structures, and signage are reviewed for architectural design features and neighborhood compatibility. This section is in effect for all buildings and structures, except for one and two family dwellings, and their accessory uses throughout the Corporate limits.

(Ord. 2011-10. Passed 3-22-11.)

#### Ord. 1141.02

##### **1141.02 DEFINITIONS.**

The following definitions shall apply only to the provisions of the Design Review Regulations of the Codified Ordinances of the City of Huron (Hereinafter referred to as the "City"):

- (a) "Alter or alteration" means any material change in an external architectural feature of any commercial/industrial property which lies within the corporate limits of the city, including demolition, removal, construction, modification to existing signage or placement of new signage, roofs, windows, siding, awnings/canopies, additions, doors/entrances, but not including the landscaping of real property. Repainting a structure the same color and color scheme as existed immediately prior to such repainting shall not constitute an alteration.
- (b) "Applicant" means any owner, owners, person(s), association, partnership, or corporation who applies for a zoning and/or building permit in order to undertake any change on property subject to this chapter.
- (c) "External Architectural Feature" means the architectural style, general design and arrangement of the exterior of a structure including, but not limited to, the type, color (for new construction and rehabilitation), and texture of the building material, doors, windows, roof, porches and other appurtenant fixtures.
- (a) "Commercial/Industrial Buildings and/or Structures" means all buildings and/or structures with the exception of one, and two family dwelling units and their accessory buildings and/or structures.
- (b) "Preservation District" any area within the corporate limits of Huron, Ohio, designated by Council to be subject to the provisions of this Chapter.
- (c) "Member" any member of the Huron City Planning Commission as established under the provisions of this Chapter.
- (d) "Council" the Huron City Council
- (e) "Review Committee" the subcommittee of the Huron City Planning Commission established under the provisions of this Chapter and the Rules and Regulations of the Planning Commission. (Ord. 2011-10. Passed 3-22-11.)

#### Ord. 1141.03

##### **1141.03 ESTABLISHMENT OF DESIGN REVIEW COMMITTEE.**

There is hereby established a Design Review Committee which shall have the powers and duties as are hereinafter set forth in this Chapter. The Committee shall be a subcommittee of the Planning Commission and shall consist of three members, who shall be appointed by the Chairman of the Commission. Design Review Subcommittee members shall be appointed with due regard for the need to include Commission members or others that have the necessary technical expertise to review applicable projects. Members shall be appointed in accordance with the rules and regulations of the Planning Commission. (Ord. 2011-10. Passed 3-22-11.)

#### Ord. 1141.04

##### **1141.04 POWERS AND DUTIES OF THE DESIGN REVIEW SUBCOMMITTEE.**

The Review Committee shall perform its duties under the guidelines established by the Commission. The City Manager shall provide such staff assistance as is necessary and available. All municipal departments and agencies shall cooperate in expediting the work of the Review Committee.

The Committee shall adopt rules and regulations, consistent with this Chapter, governing its procedures and transactions. The Committee shall meet as required to carry out the review of applications



for projects, and such other related work as may be accepted through request of Council or undertaken on its own motion. Meetings shall be held in accordance with the rules of the Committee as required when there are applications to be considered and not less than once annually. Special meetings may be held at the call of the chairperson of the Committee.

Within the Corporate limits, the Review Committee shall review any proposed new construction, alterations to property, and signage as herein defined. The Review Committee's approval of such new construction, alterations, and signage shall be secured before any owner of property may commence work thereon.

In reviewing proposed new construction, alterations, and signage, the Review Committee shall at a minimum use as evaluative criteria, the following:

- (a) Materials shall be appropriate for the use of the proposed structures, weathering, and the relationship to other materials, including those used on adjacent structures.
- (b) Colors and textures shall be appropriate for the size and scale of proposed structures, weathering, and the relationship to other colors and textures, including those used on adjacent structures.
- (c) Architectural details and ornamentation shall be meaningful to the overall design and appropriate for the size and scale of proposed structures, weathering, and the relationship to other architectural details and ornamentation, including those used on adjacent structures. Detailing such as trim, moldings, bands of contrasting siding or brick, and varying textures of concrete or stone are encouraged as part of an overall design which is in-scale with the building and carefully related to other elements.
- (d) Mechanical equipment shall be of appropriate size and scale in relation to rooftop appearance, sidewall openings, sound levels, smoke and other nuisances. The location, color, size type, and screening or mechanical equipment, whether on the roof, walls, or ground, shall be designed to be concealed, and/or to be compatible with or attractively complement the other elements of the structures and site improvements.
- (e) Windows, doors, and other openings shall be so located on the facades and be of such dimensions as are appropriate for the style, scale, and orientation of the building and in a pattern which contributes to a balanced facade appearance. Customer entrances should be accentuated. Decorative elements, caps, brickwork, and trim are encouraged around windows and doors to add interest to the overall design.
- (f) Architectural styles similar to or compatible with existing historical buildings of uses adjacent to or across the street from the site shall be encouraged. Compatibility and complementarity among existing and proposed new structures shall be encouraged in all locations.
- (g) Scale of new construction should be similar to that of the majority of surrounding buildings.
- (h) Varied roof lines, roof details and features such as dormers, turrets, eave breaks, and overhangs are encouraged in new construction as a means to break up the mass of large buildings and to provide visual interest.
- (i) Wall mounted signs shall be design to fit within and complement the architectural forms, colors, and textures of the building, shall fit within any architectural space specifically designed for signs, and shall not cover architectural features. Signs located as part of a series of signs (as in a shopping center), shall be designed with compatibility of location, size, shape, style, material, illumination, and color with other signs in the series.
- (j) Sign colors shall complement the color of the building façade on which the sign is mounted, letters and symbols shall be in scale with the building and its features. Excessive information and clutter is discouraged.
- (k) Freestanding signs shall be designed to fit within and complement the characteristics of the site, building, and wall signs in terms of color, materials, texture, and scale.
- (l) Alterations and additions to existing buildings shall be compatible in scale, material, color, placement, and character with the existing buildings.



- (m) Distinctive architectural features of existing buildings should not be altered or removed unless replaced with features of similar composition, texture, color, design, and other characteristics. Restoration of historic features and building characteristics shall be encouraged.
- (n) Side and rear walls shall be so designed as to relate to and be compatible with the front or main entry wall and overall design of the building, although they may be less detailed and articulated.
- (o) Site features such as fences, walls, and signs compatible in color, texture, scale, materials, and other characteristics with the main building shall be encouraged. (Ord. 2011-10. Passed 3-22-11.)

Ord. 1141.05

**1141.05 TRIGGERING MECHANISM FOR DESIGN REVIEW.**

Once a property owner applies for the required site plan review, or in the case of a sign, for a permit, the applicable Design Review Committee application will be forwarded to them. All property owners within the Corporate limits must receive Design Review Committee and Planning Commission approval prior to building permit issuance. (Ord. 2011-10. Passed 3-22-11.)

Ord. 1141.08

**1141.08 FINAL DECISION.**

As the Design Review Subcommittee is subordinate to the Planning Commission, action taken by the Committee will be in the form of a recommendation to the Planning Commission. The final decision on architectural reviews will rest with the Planning Commission. Appeals of the final decision of the Planning Commission will be in accordance with Section 1313.03 (f) of the Codified Ordinances. (Ord. 2011-10. Passed 3-22-11.)

Ord. 1141.09

**1141.09 MINIMUM MAINTENANCE REQUIREMENT.**

The owner of any structure within the Corporate limits shall provide sufficient maintenance and upkeep for such structure to ensure its perpetuation and to prevent its destruction by deterioration, whether the building is vacant or inhabited. (Ord. 2011-10. Passed 3-22-11.)

Ord. 1141.10

**1141.10 EXCLUSIONS.**

Normal and ordinary maintenance functions performed on buildings within the Preservation District and the removal/demolition of declared public nuisances (e.g. fire damaged buildings) that pose a threat to the health and safety of the general public shall be excluded from this chapter. (Ord. 2011-10. Passed 3-22-11.)

Ord. 1141.99

**1141.99 PENALTY.**

(a) Whoever constructs, reconstructs, alters, changes, or demolishes, any exterior feature of any structure, work or art, object, or area in violation of this chapter, or whoever maintains, changes, or installs a sign in violation of this chapter, shall be deemed in violation of the Zoning Code and such violation shall be punishable under Section 1139.01 (h) and (i) of the Zoning Code.

(b) Each day of violation shall constitute a separate distinct violation for as long as one (1) year with respect to alterations and for as long as two (2) years with respect to demolition. (Ord. 2011-10. Passed 3-22-11.)



Ord. 1313.02

**1313.02 REQUIREMENTS.**

(a) Upon the filing of an application for a building permit for every building or structure, other than a single family or a two family dwelling, the applicant shall also submit a site development plan to the Zoning Inspector/Building Official. The site development plan shall include the following information:

- (1) A scale drawing showing:
  - A. Existing and proposed land uses and the location of existing and proposed buildings and other accessory structures on the site.
  - B. The location of vehicular ingress and egress and parking spaces, (both existing and proposed) and the dimensions of the same.
  - C. The extent and type of parking lot and driveway paving.
  - D. The location and dimensions of all pedestrian ways and/or sidewalks.
  - E. The location and size of all existing and proposed utilities.
  - F. Complete building elevations and signage including color renderings of the same
  - G. Lighting plan for the site including style and intensity of all parking lot and building mounted lights.
  - H. The plan and method of disposing of all surface water from development area, which drainage plan shall be in accordance with Section 1115.03 of the Subdivision Regulations.
- (2) A written statement containing the following:
  - A. A legal description of the site and a statement of the present ownership of all the land included within the site development area.
  - B. A statement of ownership (names and addresses) and the present use of all properties located within 150 feet of the exterior boundaries of the subject development site.
  - C. A general indication of the expected schedules and/or phases of development.

(b) Design review responsibilities (architectural review) shall be performed as a subcommittee of the Planning Commission and shall be in accordance with the rules and regulations of the Commission for every building or structural with the exception of one and two family dwellings. Design review shall also include the Subcommittee's review of all signage. The standards used by the Commission for design review shall be in accordance with Chapter 1135.

(c) Upon the filing of an application for a building permit for a single family or a two family dwelling, the applicant shall also submit a site development plan to the Zoning Inspector/Building Official. The site development plan shall include the following information: A scale drawing showing:

- (1) Existing and proposed land uses and the location of existing and proposed buildings and other accessory structures on the site. house number.
- (2) The location of vehicular ingress and egress and the dimensions of the same.
- (3) The location and dimensions of all pedestrian ways and/or sidewalks.
- (4) The location and size of all existing and proposed utilities.
- (5) Complete building elevations.
- (6) The method of disposing of all surface water from the development area.

(d) Upon the filing of an application for a Building Permit for a Plan of Development larger than 1 acre in size of disturbed area, the applicant shall submit a comprehensive Storm Water Pollution Prevention Plan (SWPPP) to the City Engineer for review. The SWPPP shall meet the requirements set forth in the Title Three, Chapter(s) 1315 and 1317. (Ord. 2013-39. Passed 9-24-13.)



**1313.03 PROCEDURE FOR FILING AND REVIEW.**

(a) For all site plans (including design review requirements), with the exception of single or two family projects, seven (7) copies of the site development plan and all accessory and supporting documents shall be submitted to the Zoning Inspector/Building Official.

(1) For design review submittal, the developer shall submit seven (7) copies of the architectural plan, including accurate color renderings, landscaping, and lighting, and all other materials needed to allow the Design Review Subcommittee to make an accurate review of the project in accordance with Chapter 1135. This submittal can be done at the time of filing for the site plan or can be done after the preliminary approval of the site plan by the Commission. The Commission can not give final approval of the plan and the zoning and building permit may not be issued until the Commission gives their final approval of the complete plan, including the design review portion.

(b) For all Development Projects disturbing 1 or more acres, three (3) copies of the Site SWPPP and all accessory and supporting documents shall be submitted to the City Engineer. The engineer shall review the plans and shall approve or return these with comments and recommendations for revisions within thirty (30) working days after receipt of the plan described above. A plan rejected because of deficiencies shall receive a report stating specific problems. At the time of receipt of a revised plan, another thirty (30) day review period shall begin.

(c) SWPPP Plans for site larger than one (1) acre must receive approval from the City Engineer before a Building Permit can be issued.

(d) Site development plans for a building site for single family or two family dwellings may be approved by the Zoning Inspector/Building Official without further review by the Planning Commission.

(e) Site development plans for all building sites other than for single family or two family dwellings shall be submitted by the Zoning Inspector/Building Official to the Planning Commission for review within thirty days of the filing of the plan.

(f) The Planning Commission shall consider such plan at a public meeting; notice of which meeting shall be served by regular mail to all property owners within 150 feet of the exterior boundaries of the subject site. Such public meeting shall be the next regularly scheduled meeting of the Planning Commission provided the plan is filed with the Zoning Inspector/Building Official by the applicant at least ten (10) days prior to the date of the regular meeting.

(g) Within thirty (30) days from the date of the public meeting considering such change, the Planning Commission shall approve, deny or modify the plan.

(h) Any property owner entitled to notice of the Planning Commission's review (including the design review aspect), as herein provided, and each person submitting a site development plan, shall be entitled to appeal the decision of the Zoning Inspector/Building Official and/or the Planning Commission in approving, modifying, or denying the plan, to the City Council. Such appeal shall be perfected by filing a notice in writing with the Clerk of Council within five (5) days of the decision being appealed. Such notice of appeal shall state in detail the reasons or reason why the decision is being appealed. Any applicant aggrieved by the decision of the City Council, on the appeal described in Subsection (a) above, may appeal said final decision to the Court of the Common Pleas that such decision was unreasonable or unlawful. Such petition shall be filed with the Court within thirty (30) days of the meeting of the City Council at which said decision was made.



(i) The Zoning Inspector/Building Official shall not issue a Zoning Permit or a Building Permit and or a Certificate of Occupancy for the structure/project, until all the requirements of the Planning Commission, including design review and SWPPP review, have been fully complied with.

(j) An approval for a site plan and SWPPP shall be in effect for a period of two (2) years from the date of the Commission's approval. If the project is not started with continual work being performed within that time, the approval shall be voided. (Ord. 2013-39. Passed 9-24-13.)



## **Exhibit B**

Ord. 1129.06

### **1129.06 DESIGN AND CONSTRUCTION STANDARDS.**

In addition to assuring compliance with the numerical standards of these regulations, the Planning Commission, when approving signs, shall consider the proposed general design, arrangement, texture, material, colors, lighting placement and the appropriateness of the proposed sign in relationship to other signs and the other structures both on the premises and in the surrounding areas, and only approve signs which are consistent with the intent, purposes, standards and criteria of the sign regulations. Specific standards for determining the appropriateness of the sign shall include, but not be limited to the following conditions:

- (a) The lettering shall be large enough to be easily read from the public street but not out of scale with the building, site or streetscape.
- (b) The number of items (letters, symbols, shapes) shall be consistent with the amount of information which can be comprehended by the viewer, reflect simplicity, avoid visual clutter and improve legibility.
- (c) The shape of the sign shall not create visual clutter.
- (d) Signs shall have an appropriate contrast and be designed with a limited number of, and with the harmonious use of, colors. Signs and awnings, if seen in series, shall have a continuity of design with the style of sign generally consistent throughout the building or block. Continuity of design means uniformity of background colors or harmonious use of a limited range of complementary background colors.
- (e) The size, style and location of the sign shall be appropriate to the activity of the site as prescribed elsewhere in these regulations.
- (f) The sign shall complement the building and adjacent buildings by being designed and placed to enhance the architecture. The sign shall reflect the primary purpose of identifying the name and type of establishment.
- (g) The sign should be consolidated into a minimum number of elements.
- (h) Instructional signs shall contain the minimum information and the minimum area necessary to convey the message and instruct the viewer in the safe and efficient use of the facility.
- (i) A sign should be constructed with a minimum of different types of material so as to provide a consistent overall appearance.
- (j) All signs in business and industrial districts may be illuminated provided that light sources to illuminate such signs shall be shielded from all adjacent residential buildings and streets, and shall not be of such brightness so as to cause glare hazardous to pedestrians or motorists, or as to cause reasonable objection from adjacent residential districts.
- (k) No flashing or moving parts shall be permitted for any sign or advertising display within the City.
- (l) No paper or similarly pliable material posters shall be applied directly to the wall, building or pole or other support. Letters or pictures in the form of advertising that are printed or painted directly on the wall of a building are prohibited, except for window signs pursuant to this chapter and conditionally permitted murals.
- (m) No sign shall be erected, located or maintained in a location where it interferes with free vision of traffic approaching any intersection of streets, roads, alleys, private drives or other vehicular ways; not where it may interfere with, obstruct the view, or be confused with an authorized traffic sign or safety device. No sign or advertising device shall be permitted which, by color, location or design, resembles or conflicts with traffic control signs or devices.
- (n) No signs shall be placed, erected or maintained so as to obstruct, in any manner, any fire escape or window, door, exit or entrance to or from any building, or otherwise be placed in the City's right-of-way.
- (o) No sign shall be placed, erected or maintained in a manner which will interfere with the proper and convenient protection of property by the Division of Fire.



- (p) Pennants, banners, streamers, whirligig devices, balloons, inflatable devices, and other similar devices are prohibited except for banners and pennants when part of public information signs installed by the City.
- (q) Billboards and other off-premise signs are prohibited.
- (r) Signs of any type may not be affixed or attached to any utility infrastructure or public infrastructure within the public right-of-way.
- (s) All signs shall be designed, constructed, and erected in a professional and workmanlike manner, in conformance with all applicable building codes, and with materials which are durable for the intended life of the sign. Signs shall be designed, constructed, fastened or anchored to withstand various weather elements.
- (t) For any sign which projects above a public right-of-way, the sign owner shall obtain and maintain in force liability insurance for such sign in such form and in such amount as the Law Director may reasonably determine. Proof of such insurance shall be required prior to obtaining a permit.
- (u) Freestanding signs shall be designed and located so as not to obstruct a driver's visibility entering or exiting property or to be a safety hazard to pedestrians or vehicles, and shall comply with the requirements set forth by the Chief of Police for maintaining clear sight at an intersection.
- (v) "Feather Signs" are prohibited.
- (w) The City Council has full review and approval authority for any sign erected in the median of State Route 6 between the walk-over bridge and Williams Street.

Ord. 1129.11

**1129.11 ADMINISTRATIVE PROCEDURES.**

Subject to the exceptions noted herein, no sign shall be erected, placed or maintained within the City limits without first obtaining a sign permit from the Zoning Inspector, upon review by the Zoning Inspector and approval from the Planning Commission, and paying the required fee. Signs containing electrical components also shall be subject to the provisions of the City Electrical Code and the permit fees required thereunder.

- (a) Compliance with this Section. No person shall erect, locate, move, alter, or replace any sign or cause a sign to be located or maintained, unless all provisions of this Chapter have been met and all proper permits have been obtained.
- (b) Application for Sign Permit. Any application for a sign permit shall be submitted to the City and include the following information or exhibits:
  - (1) A site drawing and measurements, depicting a rendition of the proposed sign, the specific location of intended posting in relation to all existing buildings and site amenities, the immediately surrounding area, and other required information which demonstrates compliance with all provisions concerning such signs, such landscape provisions, design specifications, and construction specifications.
  - (2) Name, address, and contact information of the applicant.
  - (3) Any required electrical permit.
- (c) Permit Issuance. The Zoning Inspector shall review the permit application and related documents, and shall examine the proposed site of erection. If he finds that the requirements of this section have been met, and that the proposed sign is appropriate to its proposed setting, he shall forward the application to the Planning Commission for final approval. Upon review and issuance of a sign permit, and the work authorized under the permit is not completed within six (6) months of its issuance, the permit shall become null and void.
- (d) A permit shall not be required for the following signs when such signs are in full compliance with these sign regulations:
  - (1) A safety/security sign in a residential district
  - (2) A building identification sign in any district



- (3) House identification, real estate, contractor sign, or political signs not exceeding nine square feet in area and located on the appropriate privately owned property or project area
- (4) Any changes to the message display area of a previously approved bulletin or changeable copy type sign
- (5) Holiday themed decorations
- (e) A permit shall be required for the following signs:
  - (1) Multiple-family and conditional uses in residential districts.
    - A. Residential or institutional identification signs;
    - B. Instructional and directional signs that are within five (5) feet of the public right of way;
    - C. All permanent signs that exceed two (2) square feet in area.
  - (2) Business, Industrial, Parking and Park districts.
    - A. Freestanding signs, ground signs, and monument signs (when permitted);
    - B. Projecting, canopy signs, awning signs, and marque signs;
    - C. Wall signs, professional occupation signs, roof signs, and suspended signs;
    - D. Changeable copy, time and temperature signs, and electronic message board signs;
    - E. Illuminated or flashing signs;
    - F. Instructional and directional that are within five (5) feet of the public right of way; and,
    - G. Permanent window signs including any elements that are painted on the window.
- (e) Existing signs. Signs not conforming to this section but which were legal when erected may be continued in use under a special nonconforming permit. This authorization shall not extend beyond the time that the sign requires removal, replacement, relocation or major repair or renovation costing at least half the amount required for a new sign of similar size and construction. Nonconforming signs that are being brought into compliance are subject to the application review process as described in this Code.
- (f) Inspection, correction and removal. If the Zoning Inspector finds that any sign is unsafe or insecure or not maintained in accordance with the requirements of this section, he shall issue written notice to the permit holder directing its correction or removal. If the notice is not complied with within three (3) days of receipt, the Zoning Inspector shall initiate legal process to remove the sign or to enforce compliance. If the sign presents an immediate peril to persons or property, the requirement of notice is waived and the sign may be summarily removed.
- (g) Fees. Fees for all signs, including temporary and portable, shall be that prescribed by the City Council in Section 1321.12 of the Codified Ordinances.

Ord. 1139.02

**1139.02 BOARD OF BUILDING AND ZONING APPEALS.**

- (a) Appointment. There is hereby created a Board of Building and Zoning Appeals consisting of five members who shall be residents who hold no other City office or employment, selected by Council, one each year for overlapping terms of five years. It shall have all the power and authority conferred upon boards of zoning appeals by state law and such other duties as may be imposed upon it by state law. Its members shall serve without compensation.
- (b) Procedure. The Board shall adopt its own rules, in accordance with this chapter and elect its own officers annually. Meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine.



The Chairman, or in his absence, the Acting Chairman, may administer oaths and the Board may compel the attendance of witnesses. All meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.

(c) Quorum. Three members of the Board shall constitute a quorum. The Board shall act by resolution; and the concurring vote of three members of the Board shall be necessary to reverse any order, requirement, decision or determination of the Building Official or any other duly authorized administrative officer, or to decide in favor of an applicant in any matter on which it is required to pass under this Zoning Ordinance, of every such determination shall be stated. A member of the Board shall not be qualified to vote if he has not attended the public hearing or if he has a direct or indirect interest in the issue appealed.

(d) Assistance; Other Departments. The Board may call upon the City departments for assistance in the performance of its duties, and such departments shall render such assistance to the Board as may reasonably be required.

(e) Applications, Appeals, Hearings and Stay of Proceedings. An application in cases in which the Board has original jurisdiction under the provisions of this chapter, may be taken by any property owner, including a tenant, or by a governmental officer, department, board or bureau. Such application shall be filed with the Zoning Inspector, who shall transmit same to the Board. An appeal to the Board may be taken by any person aggrieved or by any officer, department, board or bureau of the City affected by any decision of the Zoning Inspector. Such appeal shall be taken within thirty days after the decision, by filing with the secretary of the Board a notice of appeal specifying the grounds thereof. The Zoning Inspector shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

If an application or appeal is received at least five days before a regularly scheduled meeting of the Board, it shall act within forty-five days after such meeting. Failure to act within such period shall be considered approval. Before making any decisions on an application or appeal, the Board shall hold a public hearing at such times as shall be determined by the Board itself. Special hearings can be arranged at the call of the Chairman. Notices of the time and place of hearings shall be mailed, by regular first-class mail, not less than three days prior to the date of the hearing, to the appellant and to affected property owners owning property located within 100 feet of the property that is the subject of the application or appeal, as the names of such owners appear in the current records of the County Auditor's office, or such notice may be given by publication for two successive weeks prior thereto in a newspaper of general circulation in the City.

Failure to notify any affected property owner, as hereinbefore defined, shall have no effect upon the validity of the proceedings taken by the Board. Each application or appeal shall be accompanied by a fee as prescribed by Council in Section 1321.12 of the Building Code to cover the cost of publishing and/or posting and mailing the notices of the hearing or hearings. At the hearing, any party may appear in person or be represented by an agent or attorney.

Any person or persons, jointly or severally aggrieved by the decision of the Board, may appeal to the Court of Common Pleas that such decision is unreasonable or unlawful. Such petition shall be presented to the Court within thirty days after the filing of the decision in the office of the Board.

A certified copy of the Board's decision shall be transmitted to the applicant or appellant, and to the Zoning Inspector. Such decision shall be binding upon the Zoning Inspector and observed by him, and he shall incorporate the terms and conditions of the same in the permit to the applicant or appellant, whenever a permit is authorized by the Board.

A decision of the Board shall not become final until the expiration of five days from the date such decision is made, unless the Board finds the immediate taking of effect of such decision is necessary for the preservation of property or personal rights and shall so certify on the record.



An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Zoning Inspector certifies to the Board after notice of appeal is filed with him, that by reason of acts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by the Court of Common Pleas on application, on notice to the Zoning Inspector, or by judicial proceedings and on due cause shown.

(f) Powers. The Board of Building and Zoning Appeals shall have the following powers:

The Board shall have the power to hear and decide, in accordance with the provisions of this chapter, applications, filed as hereinbefore provided, for conditional uses, special exceptions or for interpretation of the Zoning Map, or for decision upon other special questions on which the Board is authorized by this Ordinance to pass. In considering an application for a conditional use, a special exception or interpretation of the Zoning Map, the Board shall give due regard to the nature and conditions of all adjacent uses and structures; and in authorizing a conditional use or special exception, the Board may impose such requirements and conditions with respect to location, construction, maintenance and operation, in addition to those expressly stipulated in this chapter for the particular conditional use or special exception, as the Board may deem necessary for the protection of adjacent properties and the public interest.

In addition to permitting the conditional uses and special exceptions hereinbefore specified, the Board shall have the power to permit the following conditional uses and special exceptions:

- (1) Nonconforming uses; substitution. The substitution of a nonconforming use existing at the time of enactment of this chapter by another nonconforming use, if no structural alterations except those required by law or resolution are made, provided however, that in an R District, no change shall be authorized by the Board to any use which is not a permitted or conditional use in any R District and in a B District, no change shall be authorized to any use which is not a permitted or conditional use in any B District.
- (2) Nonconforming uses; extension. The extension of a nonconforming building upon the lot occupied by such building or on an adjoining lot, provided that such lot was under the same ownership as the lot in question at the time the use of such building became a nonconforming use, that the value of such extension shall not exceed in all twenty-five percent (25%) of the assessed valuation for tax purposes of the existing building devoted to a nonconforming use, that such extension shall be within a distance of not more than fifty feet of the existing building or premises, that such extension shall in any case be undertaken within five years of the enactment of this chapter; and provided further however, that the Board shall not authorize any extension or enlargement which would result in violation of the provisions of this chapter with respect to any adjoining premises.
- (3) Extension of use on border of district. The extension of a use or building into a more restricted district immediately adjacent thereto, but not more than twenty-five feet beyond the dividing line of the two districts, under such conditions as will safeguard development in the more restricted district.
- (4) Conditional industrial uses. Permitted in the I-1 and I-2 Districts, certain of the industries or uses listed in Sections 1125.04 and 1125.05 as conditionally permitted. In doing so, the Board may require the installation, operation and maintenance in connection with the proposed use, of such devices or such methods of operation, as may in the opinion of the Board be reasonably required to prevent or reduce fumes, gas, dust, smoke, odor, water-carried waste, noise, vibration or similar objectionable features, and may further impose such conditions regarding the extent of open spaces between such industries or uses and surrounding properties, where such distance is not specifically indicated, as will tend to prevent or reduce the harm which might otherwise result from the proposed use of surrounding properties and neighborhoods.
- (5) Temporary structures and uses. The temporary use of a structure or premises in any district for a purpose or use that does not conform to the regulations prescribed



elsewhere in this chapter for the district in which it is located, provided that such use is of a temporary nature and does not involve the erection of a substantial structure. A zoning certificate for such use shall be granted in the form of a temporary and revocable permit for not more than a twelve-month period, subject to such conditions as will safeguard the public health, safety, convenience and general welfare.

(6) Conditional uses: wind energy conversion systems.

A. Purpose. The purpose of subsection (f)(6) hereof is to preserve and protect the public health and safety and to promote the orderly land use and development in the City of Huron by the implementation of standards and procedures by which the installation and operation of Wind Energy Conversion Systems (WECS) (wind turbines) shall be governed as a conditional use in any zoning district of the City.

B. Definitions.

1. A wind energy conversion system (WECS) includes any or all of the following components:
  - a. A turbine with propeller type blades;
  - b. A vertical rotor;
  - c. Other means of capturing the energy of the moving air;
  - d. A tower or a mounting structure;
  - e. An electrical power generator with associated electrical power transmission circuitry;
  - f. A battery or other means of storing energy;
  - g. Other means of transmitting energy (hydraulic, mechanical, etc.);
  - h. Mechanical control mechanisms;
  - i. Electrical/electronic/computer circuitry;
  - j. A foundation;
  - k. Enclosures.
2. Total height means the distance measured from ground level to the blade extended at its highest point or to the top of the tower, whichever is the highest.
3. Small wind energy conversion system means a wind energy conversion system consisting of a wind turbine, a tower, and associated control or conversion electronics, which will be used primarily to reduce on-site consumption of electrical power.
4. Windmill rotor means that portion of the windmill which includes the blades, hub and shaft.
5. Windmill tower means the supporting structure on which the rotor, turbine and accessory equipment are mounted.
6. Commercial wind energy conversion system means a wind energy conversion system consisting of more than one wind turbine and tower, and a wind energy conversion system which will be used primarily for off-site consumption of electrical power.
7. Wind turbine means a wind energy conversion system which converts wind energy into electricity through the use of a wind turbine generator or rotor; and includes the turbine, rotor, blade, tower, base and pad transformer (if any) in addition to the wind energy conversion systems designed to mount directly on the roof of existing buildings including residences.



8. Applicant means the person or entity filing an application for a conditional use permit under this subsection (f)(6).

C. Applicability.

1. This subsection is applicable to all Wind Energy Conversion Systems (WECS), small and commercial; and Wind Turbines as defined in this section which are proposed to be constructed or located after the effective date of this section.
2. Wind Energy Conversion Systems and Wind Turbines constructed or located prior to the effective date of this subsection shall not be required to meet the provisions of this subsection provided that any physical modification to such pre-existing Wind Energy Conversion System (WECS) or Wind Turbine that materially alters the size, type and number of any such WECS or Wind Turbine shall require compliance with this subsection. If any preexisting WECS or Wind Turbine is destroyed or damaged to the extent of more than 50 percent of its fair market value at the time of destruction or damage, it shall not be reconstructed except in conformity with this section.

D. Permit requirement.

1. No Wind Energy Conversion System, small or commercial, or Wind Turbine shall be constructed or located within the City of Huron unless a conditional use permit has been issued to the applicant.
2. The conditional use permit application shall be made in compliance with this subsection and be accompanied with a fee for appearances before the Board of Building and Zoning Appeals.
3. Any physical modification to an existing and permitted Wind Energy Conversion System or Wind Turbine that materially alters the size, type and number of such WECS shall require a permit modification under this subsection. Like-kind replacements shall not require a permit modification.
4. An applicant who proposes to construct or locate a Wind Turbine, as defined in this subsection, on the roof of an existing structure shall be required to apply for a conditional use permit and request a variance from the Board of Building and Zoning Appeals.

E. Small Wind Energy Conversion System Requirements.

1. Permitted locations. A small wind energy conversion system is permitted in any zoning district.
2. Setbacks.
  - a. Property lines. A small wind energy conversion system or tower shall be set back from the nearest property line, public road right-of-way and communication and electrical line not less than 1.0 times its total height.
3. Design standards.
  - a. Monopole or freestanding design. The design of the small wind energy conversion system or tower shall be of a monopole or freestanding design without guy wires.
  - b. Minimum blade height. The minimum height of the lowest extent of a turbine blade shall be 30 feet above the ground or 30 feet above any structure or obstacle within 50 feet of the tower.
  - c. Access. No tower shall have a climbing apparatus within 15 feet of the ground. All access doors or access ways to towers and electrical equipment shall be able to be locked.



- d. Noise. No small wind energy conversion system shall generate sounds exceeding 60 dBA as measured at 100 feet from the tower. Noise generated from any small WECS shall also comply with existing City noise ordinance.
- e. Visual appearance. Small wind energy conversion or tower systems shall be finished in a rust-resistant, non-obtrusive finish and color that is non-reflective. No small wind energy conversion system or tower shall be lighted unless required by the FAA. No flags, streamers, decorations, advertising signs of any kind or nature whatsoever shall be permitted on any small wind energy conversion system and/or tower.
- f. Electrical interconnections. All electrical interconnection or distribution lines shall be underground and comply with all applicable codes and public utility requirements.
- g. Signal interference. Efforts shall be made to site small wind energy conversion systems, or towers, to reduce that likelihood of blocking or reflecting television and other communication signals. If signal interference occurs, both the small wind energy conversion system or tower owner and individual receiving interference shall make reasonable efforts to resolve the problem. No small wind energy conversion system or tower shall cause permanent and material interference with television or other communication signals.

F. Permit applications. Application for a small wind energy conversion system and/or tower shall include the following information:

- 1. Site plan to scale showing the location of the proposed small wind energy conversion system and/or tower and the locations of all existing buildings, structures and property lines, along with distances; and,
- 2. Elevations of the site to scale showing the height, design and configuration of the small wind energy conversion system and the height and distance to all existing structures, buildings, electrical lines and property lines; and
- 3. Standard drawings and an engineering analysis of the systems tower, including weight capacity; and,
- 4. A standard foundation and anchor design along with soil conditions and specifications for the soil conditions at the site; and,
- 5. Specific information on the type, size, rotor material, rated power output, performance, safety and noise characteristics of the system; including, the name and address of the manufacturer, model and serial number; and,
- 6. Emergency and normal shutdown procedures; and,
- 7. A line drawing of the electrical components of the system in sufficient detail to establish that the installation conforms to all applicable electrical codes; and,
- 8. Evidence that the provider of electrical service of the property has been notified of the intent to install an interconnected electricity generator; unless, the system will not be connected to the electricity grid.

G. Commercial wind energy conversion system requirements.



1. Permissible locations. A commercial wind energy conversion system may be permitted as a conditional use (special exception) in all commercial and/or Industrial Districts.
2. Setbacks.
  - a. Property lines. A commercial wind energy conversion system shall be set back from the nearest property line and public road right-of-way not less than 1.0 times the total height of installation.
  - b. Other uses. No commercial wind energy conversion system shall be located within 1,000 feet of a platted subdivision, park, church, school or playground.
  - c. Inhabited structures. A commercial wind energy conversion system shall be set back from the nearest inhabited building, power line or communication line, not less than 1.0 times its total height.
3. Design standards. A commercial wind energy conversion system shall comply with the design standards set forth for small wind energy conversion systems in this section.
4. Permit applications. A commercial wind energy conversion system shall comply with the permit application requirements set forth for small wind energy conversion systems in this section.
5. Commercial Wind Energy Conversion Systems shall not be permitted without approval by the Planning Commission.

H. Non-use.

1. Any small wind energy conversion system, commercial wind energy conversion system or tower which complies with the terms of this section which is not used for two (2) years, excluding repairs, shall be removed within six (6) months most closely following the two (2) year period. Failure to remove the system shall be deemed a violation of this subsection.
2. Any small wind energy conversion system or commercial wind energy conversion system which is non-conforming and which is not used for one (1) year, excluding repairs, shall be removed within six (6) months most closely following the one (1) year period. Failure to remove the system shall be deemed a violation of this subsection.

(g) Interpretation of Zoning Map. Where the street or lot layout actually on the ground or as recorded differs from the street and lot lines as shown on the Zoning Map, the Board after notice to the owners of the property and after public hearing, shall interpret the Map in such a way as to carry out the intent and purpose of this chapter. In case of any question as to the location of any boundary line between zoning districts, a request for interpretation of the Zoning Map may be made to the Board and a determination shall be made by the Board.

(h) Administrative Review; Appeals. The Board shall have the power to hear and decide appeals filed as hereinbefore provided, where it is alleged by the appellant that there is error in any order, requirement, decision, determination, grant or refusal made by the Building Official or other administrative official in the enforcement and/or interpretation of the provisions of this chapter.

(i) Variances. The Board shall have the power to authorize variance from the terms, provisions or requirements of this chapter upon appeal in a specific case filed as hereinbefore provided:

- (1) Where by reason of the size, shape, physical and/or topographic characteristics of the specific parcel of land on the effective date of this chapter, or other extraordinary physical situation or condition of this property or of the land



immediately adjoining the property in question, the literal enforcement of the provisions or requirements of this chapter would result in denial of all economic use of the land, or

- (2) Where a developer of land files an application with the Planning Commission to subdivide, resubdivide or divide a parcel of land and one or more of the lots intended to be created thereby do not meet the requirements of the chapter and, by reason of unique physical conditions relative to this specific property, a literal enforcement of the provisions or requirements of this chapter will be physically impossible or economically destructive of all economic use of the land.

(j) Conditions in Granting a Variance.

- (1) In authorizing a variance, the Board may attach thereto such conditions regarding the location, character and other features of the proposed structure or use as it may deem necessary in the interest of the furtherance of the purposes of the chapter and in the public interest. In authorizing a variance with attached conditions, the Board shall require such evidence, guarantee, bond, surety or other security as it may deem necessary to enforce compliance with the conditions attached to such variance.
- (2) The variance granted shall be in direct response to the unique problem presented. That is, a problem in application of side yards shall be met with variance of side yard requirements, not by variance in permitted land use.
- (3) The variance granted shall be the least variance required to respond to the problem.
- (4) The variance granted shall not be a substantial detriment to adjacent property or impair the purposes of this chapter or the public interest.

(k) Certifications in Variance. Upon granting a variance under one of the two conditions specified in subsection (i) hereof, the Board shall certify to the Zoning Inspector and to the Planning Commission:

- (1) That the conditions of either subsection (i)(1) or (2) hereof permitting the granting of the variance, have been met.
- (2) The manner in which the conditions specified in subsection (j)(2) to (4) hereof have been met, and
- (3) The special conditions of the variance, if any, as authorized in subsection (j)(1) hereof.

(l) Board May Reverse Orders. In exercising its power, the Board may in conformity with the provisions of statute and of this chapter, reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from, and may make such order, requirement, decision or determination as ought to be made, and to that end shall have all the powers of the office from whom the appeal is taken.

Ord. 1141.01

**1141.01 PURPOSE.**

The purpose of this Chapter is to establish procedures whereby buildings, structures, and signage are reviewed for architectural design features and neighborhood compatibility. This Chapter is in effect for all buildings and structures, except for one and two-family dwellings and their surrounding property and accessory uses throughout the City limits.

Ord. 1141.02

**1141.02 DEFINITIONS.**

The following definitions shall apply only to the provisions of this Chapter 1141 of the Codified Ordinances of the City of Huron (hereinafter referred to as the "City"):

- (a) "Alter or alteration" means any material change in an external architectural feature of any building or structure which lies within the corporate limits of the City, including



demolition, removal, construction, modification to existing signage, placement of new signage, roofs, windows, siding, awnings/canopies, additions, and doors/entrances; but not including the landscaping of real property. Repainting a structure the same color and color scheme as existed immediately prior to such repainting shall not constitute an alteration for purposes of this Chapter.

- (b) "Applicant" means any owner, owners, person(s), association, partnership, company, or corporation who applies for a zoning and/or building permit in order to undertake any alteration on a building or structure subject to this Chapter.
- (c) "External architectural feature" means the architectural style, general design and arrangement of the exterior of a structure, including, but not limited to, the type, color (for new construction and rehabilitation), and texture of the building material, doors, windows, roof, porches and other appurtenant fixtures.
- (d) "Buildings and/or structures" means all buildings and/or structures, with the exception of one and two-family dwellings, and their accessory buildings and/or structures.
- (e) "Council" means the Huron City Council.

Ord. 1141.03

**1141.03 RESERVED.**

EDITOR'S NOTE: This section has been reserved for future legislation.

Ord. 1141.04

**1141.04 POWERS AND DUTIES OF THE PLANNING COMMISSION RELATING TO DESIGN REVIEW.**

The Planning Commission may adopt rules and regulations governing its procedures and transactions relating to and consistent with this Chapter. The Planning Commission shall meet as required to carry out the review of applications for projects, or in the case of a sign, a request for a permit, as required by this Chapter and such other related work as may be accepted through request of Council or undertaken on its own motion. Meetings shall be held in accordance with the rules of the Planning Commission as required when there are applications to be considered and not less than once annually. Special meetings may be held at the call of the chairperson of the Planning Commission.

Within the City limits, the Planning Commission shall review any proposed new construction, alterations to property, and signage as herein defined. The Planning Commission's approval of such new construction, alterations, and signage shall be secured before any owner of property may commence work thereon.

In reviewing proposed new construction, alterations, and signage, the Planning Commission shall at a minimum use as evaluative criteria, the following:

- (a) Materials shall be appropriate for the use of the structures, weathering, and the relationship to other materials, including those used on adjacent structures.
- (b) Colors and textures shall be appropriate for the size and scale of the structures, weathering, and the relationship to other colors and textures, including those used on adjacent structures.
- (c) Architectural details and ornamentation shall be meaningful to the overall design and appropriate for the size and scale of the structures, weathering, and the relationship to other architectural details and ornamentation, including those used on adjacent structures. Detailing such as trim, moldings, bands of contrasting siding or brick, and varying textures of concrete or stone are encouraged as part of an overall design which is in-scale with the building and carefully related to other elements.
- (d) Mechanical equipment shall be of appropriate size and scale in relation to rooftop appearance, sidewall openings, sound levels, smoke detectors and other nuisances. The location, color, size, type, and screening or mechanical equipment, whether on the roof,



- walls, or ground, shall be designed to be concealed, and/or to be compatible with or attractively complement the other elements of the structures and site improvements.
- (e) Windows, doors, and other openings shall be so located on the facades, and be of such dimensions, as are appropriate for the style, scale, and orientation of the building and in a pattern which contributes to a balanced facade appearance. Customer entrances should be accentuated. Decorative elements, caps, brickwork, and trim are encouraged around windows and doors to add interest to the overall design.
  - (f) Architectural styles similar to or compatible with existing historical buildings adjacent to or across the street from the structure shall be encouraged. Compatibility and complementary elements among existing and proposed new structures shall be encouraged in all locations.
  - (g) Scale of new construction should be similar to that of the majority of surrounding buildings.
  - (h) Varied roof lines, roof details and features such as dormers, turrets, eave breaks, and overhangs are encouraged in new construction as a means to break up the mass of large buildings and to provide visual interest.
  - (i) Wall mounted signs shall be designed to fit within and complement the architectural forms, colors, and textures of the building, shall fit within any architectural space specifically designed for signs, and shall not cover architectural features. Signs located as part of a series of signs (such as in a shopping center), shall be designed with compatibility of location, size, shape, style, material, illumination, and color with other signs in the series.
  - (j) Sign Design Sign colors shall complement the color of the building façade on which the sign is mounted, letters and symbols shall be in scale with the building and its features. Excessive information and clutter are discouraged.
  - (k) Freestanding signs shall be designed to fit within and complement the characteristics of the site, building, and wall signs in terms of color, materials, texture, and scale.
  - (l) Alterations and additions to existing buildings shall be compatible in scale, material, color, placement, and character with the existing buildings.
  - (m) Distinctive architectural features of existing buildings should not be altered or removed unless replaced with features of similar composition, texture, color, design, and other characteristics. Restoration of historic features and building characteristics shall be encouraged.
  - (n) Side and rear walls shall be so designed as to relate to and be compatible with the front or main entry wall and overall design of the building, although they may be less detailed and articulated.
  - (o) Site features such as fences, walls, and signs compatible in color, texture, scale, materials, and other characteristics with the main building shall be encouraged.

Ord. 1141.05

**1141.05 TRIGGERING MECHANISM FOR DESIGN REVIEW.**

Once a property owner applies for the required site plan review, or in the case of a sign, for a permit, an application will be forwarded to them. All property owners of structures within the City limits must receive Planning Commission design approval prior to building permit issuance.

Ord. 1141.08

**1141.08 FINAL DECISION.**

The final decision on architectural reviews will rest with the Planning Commission. Appeals of the final decision of the Planning Commission will be in accordance with Section 1313.03 (f) of the Codified Ordinances.

Ord. 1141.09

**1141.09 MINIMUM MAINTENANCE REQUIREMENT.**



The owner of any structure within the City limits shall provide sufficient maintenance and upkeep for such structure to ensure its perpetuation and to prevent its destruction by deterioration, including if the building is vacant or inhabited.

Ord. 1141.10

**1141.10 EXCLUSIONS.**

Normal and ordinary maintenance functions performed on buildings and the removal/demolition of declared public nuisances (e.g. fire damaged buildings) that pose a threat to the health and safety of the general public shall be excluded from this chapter.

Ord. 1141.99

**1141.99 PENALTY.**

(a) Whoever constructs, reconstructs, alters, changes, or demolishes, any exterior feature of any structure, work of art, object, or area in violation of this Chapter, or whoever maintains, changes, or installs a sign in violation of this Chapter, shall be deemed in violation of the Zoning Code and such violation shall be punishable under Section 1139.01 (h) and (i) of the Zoning Code.

(b) Each day of violation shall constitute a separate distinct violation for as long as one (1) year with respect to alterations and for as long as two (2) years with respect to demolition.

Ord. 1313.02

**1313.02 REQUIREMENTS.**

(a) Upon the filing of an application for a building permit for every building or structure, other than a single family or a two family dwelling, the applicant shall also submit a site development plan to the Zoning Inspector/Building Official. The site development plan shall include the following information:

- (1) A scale drawing showing:
  - A. Existing and proposed land uses and the location of existing and proposed buildings and other accessory structures on the site.
  - B. The location of vehicular ingress and egress and parking spaces, (both existing and proposed) and the dimensions of the same.
  - C. The extent and type of parking lot and driveway paving.
  - D. The location and dimensions of all pedestrian ways and/or sidewalks.
  - E. The location and size of all existing and proposed utilities.
  - F. Complete building elevations and signage including color renderings of the same
  - G. Lighting plan for the site including style and intensity of all parking lot and building mounted lights.
  - H. The plan and method of disposing of all surface water from development area, which drainage plan shall be in accordance with Section 1115.03 of the Subdivision Regulations.
- (2) A written statement containing the following:
  - A. A legal description of the site and a statement of the present ownership of all the land included within the site development area.
  - B. A statement of ownership (names and addresses) and the present use of all properties located within 150 feet of the exterior boundaries of the subject development site.
  - C. A general indication of the expected schedules and/or phases of development.

(b) Design review responsibilities (architectural review) shall be performed by the Planning Commission and shall be in accordance with the rules and regulations of the Commission for every building



or structure with the exception of one and two-family dwellings. Design review shall also include the Planning Commission's review of all signage. The standards used by the Commission for design review shall be in accordance with Chapter 1141.

(c) Upon the filing of an application for a building permit for a single family or a two-family dwelling, the applicant shall also submit a site development plan to the Zoning Inspector/Building Official. The site development plan shall include the following information: A scale drawing showing:

- (1) Existing and proposed land uses and the location of existing and proposed buildings and other accessory structures on the site. house number.
- (2) The location of vehicular ingress and egress and the dimensions of the same.
- (3) The location and dimensions of all pedestrian ways and/or sidewalks.
- (4) The location and size of all existing and proposed utilities.
- (5) Complete building elevations.
- (6) The method of disposing of all surface water from the development area.

(d) Upon the filing of an application for a Building Permit for a Plan of Development larger than 1 acre in size of disturbed area, the applicant shall submit a comprehensive Storm Water Pollution Prevention Plan (SWPPP) to the City Engineer for review. The SWPPP shall meet the requirements set forth in the Title Three, Chapter(s) 1315 and 1317.

#### Ord. 1313.03

##### **1313.03 PROCEDURE FOR FILING AND REVIEW.**

(a) For all site plans (including design review requirements), with the exception of single or two-family projects, seven (7) copies of the site development plan and all accessory and supporting documents shall be submitted to the Zoning Inspector/Building Official.

- (1) For design review submittal, the developer shall submit seven (7) copies of the architectural plan, including accurate color renderings, landscaping, and lighting, and all other materials needed to allow the Planning Commission to make an accurate review of the project in accordance with Chapter 1141. This submittal can be done at the time of filing for the site plan or can be done after the preliminary approval of the site plan by the Commission. The Commission can not give final approval of the plan and the zoning and building permit may not be issued until the Commission gives their final approval of the complete plan, including the design review portion.

(b) For all Development Projects disturbing 1 or more acres, three (3) copies of the Site SWPPP and all accessory and supporting documents shall be submitted to the City Engineer. The engineer shall review the plans and shall approve or return these with comments and recommendations for revisions within thirty (30) working days after receipt of the plan described above. A plan rejected because of deficiencies shall receive a report stating specific problems. At the time of receipt of a revised plan, another thirty (30) day review period shall begin.

(c) SWPPP Plans for site larger than one (1) acre must receive approval from the City Engineer before a Building Permit can be issued.

(d) Site development plans for a building site for single family or two family dwellings may be approved by the Zoning Inspector/Building Official without further review by the Planning Commission.

(e) Site development plans for all building sites other than for single family or two family dwellings shall be submitted by the Zoning Inspector/Building Official to the Planning Commission for review within thirty days of the filing of the plan.



(f) The Planning Commission shall consider such plan at a public meeting; notice of which meeting shall be served by regular mail to all property owners within 150 feet of the exterior boundaries of the subject site. Such public meeting shall be the next regularly scheduled meeting of the Planning Commission provided the plan is filed with the Zoning Inspector/Building Official by the applicant at least ten (10) days prior to the date of the regular meeting.

(g) Within thirty (30) days from the date of the public meeting considering such change, the Planning Commission shall approve, deny or modify the plan.

(h) Any property owner entitled to notice of the Planning Commission's review (including the design review aspect), as herein provided, and each person submitting a site development plan, shall be entitled to appeal the decision of the Zoning Inspector/Building Official and/or the Planning Commission in approving, modifying, or denying the plan, to the City Council. Such appeal shall be perfected by filing a notice in writing with the Clerk of Council within five (5) days of the decision being appealed. Such notice of appeal shall state in detail the reasons or reason why the decision is being appealed. Any applicant aggrieved by the decision of the City Council, on the appeal described in Subsection (a) above, may appeal said final decision to the Court of the Common Pleas that such decision was unreasonable or unlawful. Such petition shall be filed with the Court within thirty (30) days of the meeting of the City Council at which said decision was made.

(i) The Zoning Inspector/Building Official shall not issue a Zoning Permit or a Building Permit and or a Certificate of Occupancy for the structure/project, until all the requirements of the Planning Commission, including design review and SWPPP review, have been fully complied with.

(j) An approval for a site plan and SWPPP shall be in effect for a period of two (2) years from the date of the Commission's approval. If the project is not started with continual work being performed within that time, the approval shall be voided.





**TO:** Mayor Artino and City Council  
**FROM:** Cory Swaisgood , Finance Director  
**RE:** Ordinance No. 2021-37  
**DATE:** October 26, 2021

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### **Subject Matter/Background**

Ordinance No. 2021-37 requests the Council's authorization for changes to the annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed break

### **Financial Review**

See Exhibit "A" for financial review and details of supplemental appropriations, increase in estimated resources and budget transfer, and cash transfer

### **Legal Review**

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

### **Recommendation**

The Council should consider a motion adopting Ordinance No. 2021-37 as presented in order to maintain budgetary compliance.

[Ordinance No. 2021-37.doc](#)  
[2021-37.pdf](#)



**ORDINANCE NO. 2021-37**

Introduced by Joel Hagy

**AN ORDINANCE AMENDING ORDINANCE NO. 2020-34, ADOPTED DECEMBER 8, 2020, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES, AN INCREASE IN ESTIMATED RESOURCES, AND CASH TRANSFERS BETWEEN FUNDS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Ordinance No. 2020-34, adopted December 8, 2020, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2021 for the operations of all City departments and offices; and

**WHEREAS**, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain funds have been determined to have excess funds; and

**WHEREAS**, it is necessary to amend the budget to reflect appropriation transfers, supplemental appropriations and an increased in estimated resources, and to approve cash transfers between funds to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

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

**SECTION 1.** That Exhibit "A" of Ordinance No. 2020-34, adopted on the December 8, 2020, as amended by Ordinance No. 2021-2 adopted on January 26, 2021, as amended by Ordinance No. 2021-10 adopted on March 9, 2021, as amended by Ordinance No. 2021-11 adopted on April 13, 2021, as amended by Ordinance No. 2021-17 adopted on April 27, 2021, as amended by Ordinance 2021-20 adopted on June 22, 2021, as amended by Ordinance No. 2021-28 adopted on July 27, 2021, and as amended by Ordinance No. 2021-34 adopted on September 14, 2021, is hereby amended to provide for supplemental appropriations, appropriation transfers, an increase in estimated resources, and to make cash transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2021, to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized, and to make cash transfers between and among those certain funds of the City to properly balance the various funds of the City.

**SECTION 3.** That 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 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that this Ordinance shall become immediately effective to fund the operations of the City of Huron; additionally, in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately.

**WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

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Sam Artino, Mayor

ATTEST: \_\_\_\_\_  
Clerk of Council

ADOPTED: \_\_\_\_\_.



CITY OF HURON  
SUPPLEMENTAL APPROPRIATIONS, BUDGET TRANSFERS, AND ESTIMATED RESOURCES, AND CASH TRANSFERS  
SUMMARY SHEET

DATE: 10/26/2021  
ORDINANCE: 2021-37

**Appropriation Measure**

**Reason for Appropriation Measure**

The following appropriation measures are necessary to properly budget for and pay anticipated expenditures. Supplemental budget is needed in the Parks and Recreation Fund to pay for the ice rink. This appropriation is offset by the grant money approved by Council at a prior meeting. An increase in estimated resources is included in this ordinance, as well. In addition, this ordinance includes a budget transfer to pay for work on the Fire Department's ladder truck. The Fire Department's capital equipment budget included replacement of a truck (409), but the purchase was deferred until 2023. The budget allocated for the truck purchase will be used to pay for ladder truck repairs, which results in a net zero impact to the overall budget. Finally, an increase in appropriations is necessary to budget for the fish cleaning station design work, previously approved by Council.

The increases in estimated resources is related to receipt of the ice rink grant and fish cleaning station grant from ODNR.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and amendments to estimated resources. **The net impact on the budget is +460,000, mostly due to receipt of the fish cleaning grant from ODNR.**

**APPROPRIATION MEASURE**

Fund Name	Fund Number	Department/Activity	Object Level	Increase/(Decrease) Amount	Total Appropriations After Adjustment
PARKS AND RECREATION	207	Parks/Rec	Other Expenses	\$ 7,000.00	\$ 336,667
FIRE LEVY	214	Fire	Other Expenses	\$ 17,000.00	\$ 283,620
CAPITAL EQUIPMENT RES	403	Fire	Other Expenses	\$ (17,000.00)	\$ 396,627
CAPITAL IMPROVEMENT FUND	401	General Capital	Other Expenses	\$ 40,000.00	\$ 1,358,552

**NET IMPACT ON TOTAL APPROPRIATIONS** \$ 47,000

**ESTIMATED RESOURCES AMENDMENT**

Fund	Fund - Account #	Account Description	Increase/(Decrease) Amount	Total Est. Resources After Adjustment
PARKS AND RECREATION	207-0005-41428	Grants	\$ 7,000.00	\$ 7,000
CAPITAL IMPROVEMENT FUND	401-0005-41430	ODNR Grants	\$ 500,000.00	\$ 500,000

**NET IMPACT ON TOTAL EST. RESOURCES** \$ 507,000



Net Overall Impact to Budget \$ 460,000

Cash Transfer between Funds

Reason for Cash Transfer:

These are budgeted quarterly cash transfers related to various funds, as initially approved with the 2021 budget. These transfers relate to funding for various 2021 budgeted expenditures, such as capital, debt, pension, information technology costs, and employee benefit reserves.

CASH TRANSFER FROM:

Fund Name	Fund Number	Department/Activity	Description	Amount	Cash Balance After Transfer
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO POLICE PENSION FUND	\$ (34,271.26)	\$ 1,475,526
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO FIRE LEVY	\$ (50,000.00)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO CAPITAL IMPROVEMENT	\$ (50,000.00)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (31,250.00)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO G.O.BOND-TAX	\$ (212,500.00)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO EMPLOYEE BENEFIT	\$ (12,500.00)	
GENERAL FUND	110	TRANSFER OUT	TRANSFER TO COMPUTER FUND	\$ (3,750.00)	
PARKS AND REC FUND	207	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (5,000.00)	\$ 439,213
STREET MAINTENANCE FUND	212	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (50,000.00)	\$ 134,447
FIRE LEVY	214	TRANSFER OUT	TRANSFER TO FIRE PENSION	\$ (53,139.13)	\$ 828,631
FIRE LEVY	214	TRANSFER OUT	TRANSFER TO CAPITAL EQUIP	\$ (37,500.00)	
FIRE LEVY	214	TRANSFER OUT	TRANSFER TO EMPLOYEE BENEFIT	\$ (1,250.00)	
SCHOOL RESOURCE OFF.	220	TRANSFER OUT	TRANSFER TO POLICE PENSION	\$ (1,450.00)	\$ 27,657
WATER FUND	604	TRANSFER OUT	TRANSFER TO WATER BOND RETIREMENT	\$ (29,963.92)	\$ 2,356,573
WATER FUND	604	TRANSFER OUT	TRANSFER TO WATER CAPITAL PROJECTS	\$ (37,500.00)	

TOTAL TRANSFERS OUT: \$ (610,074.31)

CASH TRANSFER TO:

Fund Name	Fund Number	Department/Activity	Account Description	Amount	Cash Balance After Transfer
FIRE LEVY	214	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 50,000.00	\$ 828,631
FIRE PENSION	274	TRANSFER IN	TRANSFERS FROM FIRE LEVY	\$ 53,139.13	\$ 117,763
POLICE PENSION	275	TRANSFER IN	TRANSFER FROM GRANT SCHOOLS	\$ 1,450.00	\$ 117,474
POLICE PENSION	275	TRANSFER IN	TRANSFERS FROM GENERAL FUND	\$ 34,271.26	
EMPLOYEE BENEFIT	298	TRANSFER IN	TRANSFERS FROM GENERAL FUND	\$ 12,500.00	\$ 228,312
EMPLOYEE BENEFIT	298	TRANSFER IN	TRANSFERS FROM FIRE LEVY	\$ 1,250.00	
G.O. DEBT	301	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 212,500.00	\$ 850,108



CAPITAL IMPROVEMENT	401	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 50,000.00	\$ 154,838
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 31,250.00	\$ 636,465
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM PARKS REC FUND	\$ 5,000.00	
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM STREET FUND	\$ 50,000.00	
CAPITAL EQUIPMENT	403	TRANSFER IN	TRANSFER FROM FIRE LEVY	\$ 37,500.00	
COMPUTER FUND	701	TRANSFER IN	TRANSFER FROM GENERAL FUND	\$ 3,750.00	\$ 55,534
WATER DEBT	602	TRANSFER IN	TRANSFERS FROM WATER FUND	\$ 29,963.92	\$ 267,343
WATER CAPITAL	603	TRANSFER IN	TRANSFERS FROM WATER FUND	\$ 37,500.00	\$ 736,680

**TOTAL TRANFERS IN:                   \$                   610,074.31**