



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, May 25, 2021 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

MEETING LIVESTREAM

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 access, observe and hear the discussions and deliberations of all members of City Council via the following link:

<https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg>.

Please note that the Ohio Department of Health Director's Order dated April 5, 2021 requires all individuals to wear a mask in any indoor location that is not a residence. Therefore, all persons entering the building for the Council Meeting will be required to wear a face mask prior to being granted entry.

A public comments section is included on the meeting agenda. Public participation can be in person or through submission of comments and questions to the Clerk of Council by phone (419-433-5000 ext. 104) or via e-mail (terri.welkener@huronohio.us) on or before 3:00pm on the day preceding the meeting of Council. Such comments or questions will be shared with all members of Council and the Clerk of Council will read aloud the name, address and subject matter of each submission. Full copies of comments and questions will be available at the office of the Clerk of Council and will be attached to the minutes for the subject meeting.

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 Council work session of April 27, 2021

III.b Minutes of regular Council meeting of April 27, 2021

III.c Minutes of regular Council meeting of May 11, 2021.

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

V.a Ordinance No. 2021-14

An ordinance establishing rates, terms and conditions for electric service through Huron Public Power.

VI. New Business

VI.a Resolution No. 30-2021

A resolution authorizing the City Manager to enter into a License Agreement with Lake Erie Adventure Company, LLC for commercial bicycle operations.

VI.b Resolution No. 31-2021

A resolution authorizing placement of banners on the US-6 walk bridge relating to the Huron 5K race series.

VI.c Resolution No. 32-2021

A resolution authorizing the City Manager to entering into a 1-year contract extension with Seeley, Savidge, Ebert & Gourash Co., LPA for the provision of legal services.

VI.d Resolution No. 33-2021

A resolution authorizing the purchase of a 1-ton dump truck from Valley Ford Truck, Inc. for the Street Department.

VI.e Ordinance No. 2021-19

An ordinance amending Ordinance 2012-4 to amend and clarify the City of Huron's declaration of improvements to specifically identified parcels to be a public purpose.

VII. City Manager's Discussion

VIII. Mayor's Discussion

IX. For the Good of the Order

X. Executive Session(s)

Executive Session to protect the business information of an applicant for economic development assistance or the possible investment or expenditure of public funds to be made in connection with the economic development project.

XI. Adjournment



TO: Mayor Artino and City Council
FROM: Terri Welkener, Clerk of Council
RE: Ordinance No. 2021-14
DATE: May 25, 2021

Subject Matter/Background

Established as an economic development tool for the City, Huron Public Power is a municipally owned and operated power utility serving 9 corporate and industrial customers within the Huron Corporate Park. HPP was established to help reduce the cost of electricity for local businesses, in turn helping reduce operational overhead and increasing the likelihood of financial success. Since its inception, HPP has continually provided cost-effective power through a host of various programs including a decades-long relationship with AMP and the recent sale of the high-voltage transmission assets to AMP-T, both which have resulted in significant savings.

The rate paid by HPP's customers is comprised on 3 main cost centers: Energy, Transmission, and Distribution. Energy and transmission are both handled by AMP and billed to the City on a monthly basis based on system usage and our agreement with AMP. These costs are pass-through, the city collects each customer's portion of the energy and transmission bill and remits payment back to AMP. The final piece, distribution, is generated by the City and covers the costs associated with maintaining and operating the utility.

Public utilities, while owned and operated by the municipality, have certain rights that allow them to operate as a business; however, certain checks or restraints are in place. The Supreme Court of Ohio generally set the precedent for the establishment of rates and the eligible uses of proceeds collected from said rates. The rate established should be sufficient to cover the costs of providing the service. In addition, public utilities have the ability to have a return on investment. This return, which is over and above the funds necessary to cover the costs of operating the system, are eligible to be used on both utility or non-utility type expenditures.

Starting in 2018, HPP brought on both Mucci Farms and Firelands Scientific (formerly OPC) as large power consumers. Prior to these two customers, HPP's total annual portfolio was roughly 2 million kilowatt hours (kWh). Once completed, Firelands Scientific has an estimated annual energy consumption of up to 20 million kilowatt hours (kWh), which is a 10x increase in total load. Mucci Farms, with the completion of phase 3, will consume over 100 million kWh on an annual basis.

In order to upgrade the system to ensure we were capable of serving such large loads, HPP undertook the construction of an electrical substation. This was funded utilizing debt proceeds with the recoupment of the debt service envisioned through the rate structure established with Mucci Farms. With the execution of the AMP-T sale, and massive reduction in overall debt service for HPP, it is the administration and counsel's recommendation that HPP modify its current rate structure to acknowledge the reduction of costs for operating the system.

The proposed rate structure includes several modifications. First, the rate is being modified from demand based to volumetric, meaning the rate is calculated solely based on the amount of power consumed. We feel this is much simpler and easier for our customers to understand. Second, the rate table is built to acknowledge

economies of scale. As customers grow and the power consumed increases, the cost per kWh decreases, acknowledging that our costs to operate the system do not increase on a 1:1 ratio per kWh of power consumed. Lastly, this rate structure as proposed includes an annual cap of \$650,000 total distribution fee paid to the City by any one customer. Based on our financial analysis, this is the amount in which the City's costs have been covered, future capital needs have been met, and a reasonable return has been satisfied. Finally, the update rate rules and regulations allow for any existing customers to do what's referred to as alternative energy connections. Essentially, if any customer would be interested in adding onsite generation (e.g. solar cells), they would be able to do so.

Financial Review

The proposed distribution rate structure will apply to all Huron Public Power customers (currently 9 customers) on a per kWh usage basis in incremental blocks. Due to the sale of the City's transmission assets in the electric substation, in which the proceeds were directly applied to the substation's outstanding debt, the City was able to apply the savings directly to HPP's customers through the proposed rate modification. This current rate structure will generate sufficient revenue to cover the City's administrative and overhead costs, as well as current annual debt service payments and expected capital related to the electric utility. The proforma attached to the summary as Exhibit 1 provides a 4-year forecast with the current rate and expected expenses without additional customers.

Since the proposed rate ordinance will apply to all HPP customers, Council can adjust the rates through legislative action at any time. The cost of the utility will be assessed annually going forward. Staff will consider a formal cost study in the near future.

Legal Review

Per section 3.04 of the Charter of the City of Huron, any modification to the rate of a public utility may not be done via emergency measure. As such, any rate modifications as proposed in this ordinance would not go into effect until 30 days post-adoption. It is the recommendation of the legal department to conduct a full three readings of this ordinance to ensure proper time for customers to review the proposed modification.

Recommendation

If Council is in agreement, a motion adopting Ordinance 2021-14 is in order.

[Ordinance No. 2021-14 Exhibit 1.docx](#)

[Ordinance No. 2021-14.docx](#)

[Ordinance No. 2021-14 Exhibit A.docx](#)

RESOLUTION 2021-14
EXHIBIT 1

	<i>Forecasted</i>			
	2021	2022	2023	2024
<i>Beg. Fund Balance</i>	\$ 254,776	\$ 810,614	\$ 971,756	\$1,095,483
Revenue				
Sale of Service	\$4,282,000	\$5,094,734	\$5,094,734	\$5,094,734
Sale of Assets	\$2,113,342	\$ -	\$ -	\$ -
Revenue Bonds	\$1,500,000	\$ -	\$ -	\$ -
Total	\$ 7,895,342	\$ 5,094,734	\$ 5,094,734	\$ 5,094,734
Expense				
Operating Expenses (Admin/Substation/Services)	\$ 401,804	\$ 413,858	\$ 426,274	\$ 439,062
Power Supply (AMP)	\$3,132,000	\$4,344,734	\$4,344,734	\$4,344,734
Capital/Debt	\$3,805,700	\$ 175,000	\$ 200,000	\$ 200,000
Total	\$ 7,339,504	\$ 4,933,592	\$ 4,971,008	\$ 4,983,796
<i>Annual Impact +/-</i>	<i>\$ 555,838</i>	<i>\$ 161,142</i>	<i>\$ 123,726</i>	<i>\$ 110,938</i>
<i>End. Fund Balance</i>	\$ 810,614	\$ 971,756	\$1,095,483	\$ 1,206,421

ORDINANCE NO. 2021-14

Introduced by Trey Hardy

AN ORDINANCE ESTABLISHING RATES, TERMS AND CONDITIONS FOR ELECTRIC SERVICE THROUGH HURON PUBLIC POWER.

WHEREAS, the City of Huron established electric service in order to serve customers within and outside its community; and

WHEREAS, the City of Huron previously established rates, terms and conditions for providing electric service (hereinafter referred to as “Rules” and set forth in Appendix “A”), pursuant to Ordinance 2003-6 adopted by City Council on February 24, 2003; and

WHEREAS, said Rules contain rates, terms and conditions for providing electric service to the customers of Huron Public Power; and

WHEREAS, the City of Huron understands the need to update its rates, terms and conditions for electric service in anticipation of a de-regulated market as set forth by the laws and administrative rules and regulations of the State of Ohio; and

WHEREAS, the City of Huron desires to maintain the best possible electric service to its customers and to operate a financially stable electric utility system.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Huron, Ohio:

Section 1. That Appendix “A” attached hereto and made a part hereof shall be, and the same hereby is, adopted as the rates, terms and conditions (“Rules”) for providing electric service to the customers of Huron Public Power.

Section 2. That said Rules shall be effective for service provided on and after July 1, 2021.

Section 3. 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 4. That this Ordinance shall take effect and be in force from and after the time period contained in Section 3.06 of the Charter of the City of Huron.

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**RATES, TERMS AND CONDITIONS OF ELECTRIC SERVICE
FOR CUSTOMERS OF HURON PUBLIC POWER**

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SECTION I – DEFINITIONS

As used herein:

1. “City” shall mean the City of Huron;
2. “Council” shall mean the City of Huron, City Council;
3. “Utility” shall mean City of Huron Utilities Department of the City of Huron, Ohio;
4. “Customer” shall refer to an individual, partnership, corporation, or other legal entity receiving one class of service through one meter at one structure at one location, subject to these Rules and Regulations;
5. “Landlord/Customer” refers to the owner of the structure and/or location where a Customer is taking service, if the owner is different from the end user of service and the owner is responsible for payment of the electric bill for the structure and/or location;
6. “Month” shall mean the elapsed time between two successive meter readings, approximately thirty (30) days apart;
7. “Service” shall mean electric unless otherwise specified;
8. “Meter” shall mean electric, unless otherwise specified.

SECTION II – RATES AND CHARGES FOR ELECTRIC SERVICE

A. RESIDENTIAL SERVICE- [SERVICE NOT CURRENTLY AVAILABLE]

B. GENERAL SERVICE

1. Availability. Available to non-Residential installations requiring secondary, primary, or transmission voltage service. Where a Customer required both single and three phase service, all service shall be metered through one three phase meter and so billed, unless circumstances not under the control of the Utility make it impractical or not feasible to do so.
2. Service. Alternating current, 60 Hz, at nominal voltages of 120/240 or 120/208 single phase, or 120/208 or 277/480 three phase, as may be available from suitable distribution facilities of adequate capacity adjacent to the premises to be served. Other secondary voltages or service from primary or transmission facilities may be obtained from available facilities provided the Customer owns, operates and maintains all necessary transforming, controlling, regulating and protective equipment. All rates and services provided under this tariff shall be consistent with and in accordance with the terms of any electric services agreement entered into between Utility and Customer. The Utility will own and provide the transformation facilities up to 1000 kVa. For customers that exceed

1000 kVa, the customer shall be responsible for purchasing and maintaining the transformation facilities.

Customer will also be responsible for operating its facilities in a manner that is with and complies with the requirements of the energy services agreement.

3. Power and Energy Charge; AMP Service Costs . Utility shall pass through all costs to Customer related to the Utility's purchase of energy, power, ancillary services, and other related services from American Municipal Power, Inc. ("AMP") regarding the provision of utility service to Customer. Customers who use at least 10,000,000 kWh per year may, at sole discretion of the Utility, enter into an agreement with the Utility regarding AMP's purchase and delivery of power and energy on Customer's behalf. Utility shall charge Customer each month for any and all costs incurred related to AMP's services as it relates to the Customer's utility service.

4. Rates for Service. The distribution rate shall be charged on a per kWh usage basis in incremental blocks. The charge per kWh shall decrease as set forth in following blocks:

The first 0 – 100,000 kWh used during the applicable month:		\$0.018/kWh
The next 100,001 – 2,000,000 kWh used during the applicable month:		\$0.012/kWh
The next 2,000,001 – 8,000,000 kWh used during the applicable month:		\$0.007/kWh
All kWh used above 8,000,000 kWh during the applicable month:		\$0.003/kWh

5. Distribution Rate Cap for April 2021-December 2021: The charges set forth in paragraph 4 of Section II.B of this tariff for electricity consumed from April 1, 2021 to December 31, 2021 shall be capped at \$_____. This rate cap applies to only those charges set forth in paragraph 4 of Section II.B of this tariff, and does not apply to any other obligations, charges, fees, penalties, taxes, or riders contained in this tariff, or any applicable contract, regulation, or law.

6. Annual Distribution Rate Cap: Customer shall not be charged more than \$650,000.00 during a 12-month period for distribution charges. This annual distribution rate cap applies to only those charges set forth in paragraph 4 of Section II.B of this tariff, and does not apply to any other obligations, charges, fees, penalties, taxes, or riders contained in this tariff, or any applicable contract, regulation, or law. The application of this annual cap of \$650,000.00 will begin on January 1, 2022. The Utility reserves the right update this ordinance to modify the distribution rate cap in the future. Utility will provide Customer notice of any planned modification of the rate cap prior to such modification.

7. Riders. Customers under this schedule shall be subject to the applicable kWh Tax Rider as specified in this tariff.

8. Tap in fee. The tap in fee is \$2 per amperage of the main distribution service not to exceed \$1,000.

9. Terms of Payment. If a bill payment is not received by Utility offices or by Utility's authorized agent on or before the specified payment date, Utility reserves the right to impose a late penalty fee of five percent (5%) of the amount of the bill or \$5,000.00, whichever is greater, which will become due and payable as part of Customer's total obligation.

10. Billing. Utility shall bill the Customer each month based upon actual usage. However, the Utility may also modify its billing practices to pre-bill Customer. Utility will provide Customer notice of any modification of its billing practices.

11. Modifications to the Total Charge. Utility has the right to assess Customer charges related to regulatory events. Upon the occurrence of a regulatory event or change in law that results in a costs increase for the Utility, Utility shall give written notice to Customer that such event has occurred. Upon such event, Utility shall increase customer's rate to recover the increased cost, effective with the first month after such notice to Customer.

12. Demand Measurement. The billing demand in KW shall be taken each month as the highest single 60-minute peak in KW as registered during the month by a demand meter or indicator.

C. GENERAL SERVICE – LARGE – [SERVICE NOT CURRENTLY AVAILABLE]

D. PRIVATE AREA LIGHTING SERVICE -[SERVICE NOT CURRENTLY AVAILABLE]

E. KILOWATT HOUR (KWH)TAX RIDER

1. Applicability. The kWh Tax Rider is based on actual kWh delivered to all Customers for all service (including the municipality) on the distribution system, excluding Federal facilities. If no meter is used, usage shall be estimated. All charges assessed under this rider shall be consistent with R.C. 5727.81.

2. Tax Rates.

First 2,000 kWh:	\$0.00465
Next 13,000 kWh:	\$0.00419
All Over 15,000 kWh:	\$0.00363

The above rates are based on a 30-day billing cycle. If the billing cycle is more or less than 30 days, the tax shall be based on the Daily Calculation.

The Daily Calculation shall be determined as follows:

- a. Determine the total number of kWh used during the billing cycle;
- b. Divide the total kWh by the number of days in the billing cycle (daily average usage);
- c. Multiply the daily average usage over the following rate blocks to calculate the average daily tax:

First 67 kWh:	\$0.00465
Next 13,000 kWh:	\$0.00419
All Over 15,000 kWh:	\$0.00363

- d. Multiply the average daily tax by the number of days in the billing cycle.

3. Self-Assessor. A Customer that is determined to be eligible for self-assessment by the State of Ohio under R.C. 5727.81(C)(2) shall pay the Utility the self-assessment amount as set forth in R.C. 5727.81(C).

SECTION III - MISCELLANEOUS CHARGES FOR UTILITY SERVICES

A. MISCELLANEOUS CHARGES

1. Reconnection Charge. When a customer has previously requested a disconnect and desires to be reconnected at the same address, or if a reconnection is made subsequent to a service disconnection made in violation of provision of these Rules and Regulations, a reconnection charge of Fifty Dollars (\$50.00) will be made if the reconnection is made during regular business hours. If the reconnection is requested and made during after business hours, the charge is Seventy-Five Dollars (\$75.00).

2. Late Payment Charge. If a bill payment is not received by the Utility offices or by the Utility's authorized agent on or before the specified payment date, a one-time, additional amount of ten percent (10%) of the amount of the bill will become due and payable as part of the Customer's total obligation.

Where the due date falls on a weekend or holiday, the due date shall be the next business day.

3. Dishonored Check Charge. Whenever a Customer pays a bill by check and the check is returned to the Utility by the Customer's financial institution for lack of sufficient funds in the Customer's account, the Customer will be assessed a dishonored check charge of Fifteen Dollars (\$15.00) for each check returned.

4. Meter Test Charge. The Utility shall test the meter at the request of the Customer. Such test shall be performed by an independent certified test facility. If the meter is found to be correct, as defined in Section V, Paragraph E, the Customer shall pay the then prevailing fee for the testing.

SECTION IV - SERVICE AND PHYSICAL PROPERTY

A. SERVICE BOUNDARY. Unless waived by Council, the Utility shall exclusively supply all electric service within the corporate limits of Huron. Subject to Article XVIII of the Ohio Constitution, the Utility may extend service to Customers outside the corporate limits of the City.

B. APPLICATION FOR SERVICE/REQUIRED INSTALLATIONS BEFORE SERVICE. A Customer can apply for service from the Utility by contacting Utility and requesting electric service. The Utility, in its sole discretion, shall determine if the Customer is eligible for service. Utility shall make this determination based upon the adequacy of Customer's current facilities and whether the existing facilities provide for the safe and adequate electric service. If the Utility determines that certain upgrades are necessary for it to initiate electric service for the Customer, Utility shall inform Customer of the installations and/or upgrades that will be required before the provision of electric service. Unless otherwise addressed in this tariff, Customer shall be responsible for all costs of the installations/upgrades needed for the Utility to initiate safe and adequate electric service for the Customer.

A copy of the schedules and standard terms and conditions under which service is rendered to Customers will be furnished upon request at the Utility Office. The Utility Office shall determine which schedule is applicable to serve Customers. Once an application for service is approved, service will be commenced and a copy of the service agreement will be furnished to the Customer upon request. If a Customer desires delivery of energy at more than one point, a separate agreement shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately under the applicable schedule.

The Customer (or Landlord/Customer), after making proper application for service, shall notify the Utility when Customer desire service to be established. In no case shall the Customer, Landlord/Customer, Customer's agent, or Customer's employee turn on service. Service shall be turned on, upon the date specified, by an authorized agent of the Utility. If the Utility finds itself unable to establish service on the date specified, it shall notify the Customer as much in advance as possible and a new day shall be established by mutual agreement.

Where Landlord/Customer make application for service, the tenant(s)' name(s) shall be included on the application.

C. SERVICE NOT TRANSFERABLE. No person may commence the use of service until after making application therefore and requesting the Utility to turn on the service in accordance with Paragraph B above. In the event of the violation of this provision, in addition to other rights of the Utility, such person shall be liable for all electricity consumed in the premises. Any successor in interest to a Customer, including without limitation, heirs, executors, administrators, assignees, trustees, guardians, receivers, and conservators, shall be deemed to be a person who must make application for service, provided that any successor in interest whose rights arise from death or incompetence of the Customer shall have thirty (30) days in which to make application.

D. CUSTOMER INDEBTED TO UTILITY. Service will not be supplied to any premises if at the time of application for service, the applicant is indebted to the Utility for service previously supplied at the same or other premises, until payment of such indebtedness or other arrangement

satisfactory to the Utility shall have been made. Unpaid balances of previously rendered final bills may be transferred and included on the initial or subsequent bill for a like service account. Such transferred final bills, if unpaid, will be part of the past due balance of the transferred account and subject to the Utility's collections and disconnection procedures. The transfer of final bills is limited to like service, i.e., electric-to-electric, residential-to-residential, commercial-to-commercial. The Utility may not transfer a delinquent Commercial Service account to any account where any end user is a Residential Service Customer.

E. SERVICE CONNECTIONS. The customer assumes all responsibility for property owned by the Customer on Customer's side of the point of delivery. For electric service, it is generally the outlet side of the meter box. The Customer is also responsible for the service supplied or taken, as well as for the installation of appliances used in connection therewith, and will save the Utility harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on the Customer's side of the point of delivery.

When electric service is provided from an overhead system, the Customer's wiring must extend at least 15 inches beyond the building. Where a Customer installs service entrance facilities which have capacity and layout specified by the Utility, and/or install and use certain utilization equipment specified by the Utility, the Utility may provide or offer to own facilities on the Customer's side of the point where service wires attach to the building. All inside wiring must be grounded in accordance with the requirements of the *National Electric Code*, or the requirements of any local inspection service authorized by the City of Huron. When a Customer desires that energy be delivered at a point or in a manner other than that designated by the Utility, the Customer shall pay the additional cost of same. Where service is supplied from an underground distribution system, the Customer shall supply and install a continuous run of cable conductors, including necessary ducts from the transformer, manhole or connection box to the meter base. The Customer shall pay the cost of installing the portion of cable and duct from the property line to the terminus or able outside the building. When a real estate developer desires an underground distribution system within the property which he is developing or when a Customer desires an underground service, the real estate developer or the Customer shall bear the costs for such underground facilities.

F. CONTINUITY OF SERVICE. The Utility shall furnish necessary and adequate service and facilities. The Utility shall not be liable in damages for failure to supply electricity, or for interruptions in service, and shall be relieved of its obligation to serve and may discontinue or modify service, if such failure or interruption is due to acts of God or the public enemy, military actions, wars, insurrections, riots, civil disturbances, vandalism, strikes, fires, floods, washouts, explosions, acts or orders of any civil, judicial or military authorities, and without limitation by the foregoing accidents, contingencies or other causes beyond the control of the Utility.

Without incurring any liability therefor, the Utility may also suspend service for such periods as may be reasonably necessary in order to make repairs to or changes in its facilities or other property; provided that the Utility shall keep a record of any interruption of service affecting its entire system, or a major division thereof, including a statement of time, duration and cause of interruption. It will also notify Customers affected by the interruption in advance of the contemplated work, and approximately how long the interruption will last.

Subject to Section V, Paragraph I, the Utility shall not discontinue service to any Customer without giving the Customer reasonable notice. Such notice shall be delivered either personally or telephonically when possible and practical. In circumstances, however caused, when time does not permit the giving of such notice in advance of a discontinuance of service or a change in services caused by circumstances beyond the control of the Utility, reasonable notice shall be given whenever possible and practical to all Customers affected advising them that service is off and of the time at which service is expected to be restored.

In the event that there has been an interruption of service to any premises, however caused, the Utility shall, before restoring such service, ascertain and assure itself that precautions have been taken to prevent accidents.

G. CUSTOMER'S LIABILITY. In the event of loss or injury to the property of the Utility through misuse, or the negligence of, the Customer or agents of the same, the Customer thereof shall pay the cost of the necessary repairs or replacement to the Utility. No one except the agents of the Utility shall be allowed to make any internal or external adjustments of any meter or other piece of apparatus, which shall be the property of the Utility. The Utility shall have the right at all reasonable hours to enter the premises of the Customer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of its apparatus and property, and the right of entire removal of the Utility's property in the event of the termination of service for any cause.

H. SERVICE NOT TO BE DISTURBED. No Customer shall attach or use any appliance which may result in the altering of service provided through the Utility's electric lines. Without prior approval from the Utility, no Customer shall attach or use any appliance or device which will increase, decrease or otherwise alter service provided through the Utility's lines to such extent as to interfere at any time with continuous service to other Customers.

I. NO CUSTOMER SHALL SELL TO ANOTHER. Service furnished by the Utility is for the sole use of the Customer and shall not be resold by the Customer except on written permission obtained from the Utility. The renting of premises with the cost of service included in the rental as an incidence of tenancy will not be considered a resale of such services.

J. ACCESS TO PREMISES. Neither the Utility nor its agents or employees shall enter into the interior of any structure on the premises of a Customer without the express permission of such Customer except in cases of emergency. Any agent or employee seeking entrance into or upon the premises of Customer shall have and show symbols of identification. Any agent or employee seeking entrance to the interior of any structures on the premises shall advise the owner or occupant as to his purposes in doing so. Except in cases of emergency, no Customer shall be obligated to afford entrance or access to his premises except during normal business hours and then only to such parts of the premises as may be the location of the Utility-owned property.

K. RIGHT-OF-WAY. The Customer, without reimbursement, will make or procure conveyance to the Utility of right-of-way or right of entry and installed electric lines satisfactory to the Utility to permit the Utility to cross property between the Utility's lines and the Customer's property at the location where service is to be furnished, including property owned or controlled by the Customer for the Utility's electric distribution lines, extensions thereof or appurtenances necessary or incidental to the supplying of service to the Customer.

L. METER FURNISHED. The Utility will furnish each Customer with a meter and appropriate socket of such size and type as the Utility may determine will adequately serve the Customer's requirements. Such meter and equipment shall be and remain the property of the Utility, and the Utility shall have the right to replace it, as the Utility may deem necessary.

M. METER LOCATION. The Utility shall determine the location of the meter. When changes in building or arrangements there render the meter inaccessible or exposed to hazards, the Utility may require the Customer, at the Customer's expense, to relocate the meter setting together with any portion of the Customer's service line necessary to accomplish such relocation.

N. ONLY UTILITY CAN CONNECT METER. As used in this section, "Tamper" means to interfere with, damage, or bypass a utility meter, conduit or attachment with the intent to impede the correct registration of a meter or the proper functions of a conduit or attachments so as to reduce the amounts of utility service that is registered on the meter.

No customer shall tamper with a meter, conduit, or attachment of the Utility that has not been disconnected by the Utility. The owner or Customer shall not permit anyone who is not an authorized agent of the Utility to connect or disconnect the Utility's meters, or in any way alter or interfere with the Utility's meters. Proof that a meter, conduit, or attachment of a utility has been tampered with is prima facie evidence that the person who is obligated to pay for the service rendered through the meter, conduit, or attachment and is in possession or control of the meter, conduit, or attachment at the time the tampering occurred has caused the tampering with intent to commit a theft offense.

Tampering with or bypassing a meter constitutes a theft offense that could result in the imposition of criminal sanctions.

O. METER TEST. All meters shall be tested at such intervals and using such methods as may be prescribed by generally accepted standards. The meter shall be removed from the Customer's premises for such test and a substitute meter, newly tested, shall be installed in its place. After the meter has been tested and before it is returned to service at the same or a different location, it shall be adjusted to be accurate within three percent (3%) plus or minus.

The Utility shall also test the meter at any time, at the request of the Customer. If the meter is found to be correct, as defined below, the Customer shall pay the fee as listed in Section III, Paragraph A, Item 4 for the testing. The date of inspection shall be stamped on the meter.

P. CORRECT METER. A meter registering between three percent (3%) fast and three percent (3%) slow shall be deemed for all purposes to be registering correctly. A meter registering incorrectly shall be replaced by the Utility at its expense.

Q. INDOOR WIRING AND PIPING. For electric service, the Customer shall install and maintain, at the Customer's expense, indoor wiring from the outlet of the meter. The Utility shall have no obligation to install, maintain or repair said wiring.

R. APPLIANCES. The Customer shall install and maintain all electric appliances. The Utility shall have no obligation to install, maintain or repair appliances.

S. INSPECTION OF ALTERED SERVICE. It shall be the duty of the Customer to notify the Utility promptly of any additions, changes, alterations, remodeling or reconstruction affecting service on the Customer's premises.

T. EXTENSION OF ELECTRIC DISTRIBUTION LINES. The Utility shall require the applicant or applicants to cover construction costs of that portion of the line extension which is not deemed economically justified at the Utility's expense. The non-refundable construction cost is that portion of the construction in excess of one year's estimated distribution energy charge.

U. DISTRIBUTED GENERATION. No Customer shall operate any distributed generation facility to self-generate electricity or interconnect with the Utility's system without obtaining written authorization from the Utility. The Utility, in its sole discretion, may enter into an interconnection agreement with a Customer to allow the Customer to operate its distributed generation facility in parallel with the Utility's system. The Utility may establish a distributed generation policy and regulations governing the potential interconnection and operation of distributed generation within its service territory. "Distributed generation" shall mean all or part of a system of an electrical generator installed at or near the Customer's facility that is intended to operate in parallel with the Utility's system and generate electricity for the Customer or other customers.

SECTION V – METERING AND BILLING

A. QUANTITY OF SERVICE DELIVERED BY METER. Meters installed by the Utility, which shall be and remain the property of the Utility, shall measure electricity. Subject to certain exceptions, enumerated below, consumption shall be determined on the basis of the meter registration and bills shall reflect the consumption so registered.

B. BILLING PERIODS. Electric bills will be rendered by the Utility to the Customer on a monthly basis. Non-receipt of bills by Customer does not release or diminish the obligation of the Customer with respect to payment thereof. Electric meters will be read at monthly intervals.

C. ESTIMATED BILL. When the meter is not read, the Utility may estimate the quantity of service consumed and render a bill for such quantity.

D. INCORRECT METER READINGS/BILLING. During any period that an incorrect meter reading is established, the meter reading and bills based thereon shall be adjusted by the Utility on the basis of all available information concerning the use of service by the Customer.

Whenever the Utility has overcharged any customer as the result of a meter or metering inaccuracy or other continuing problem under its control, the Utility will, for the period of time that incorrect billings can be established, adjust the meter readings and billings to reflect available information concerning the actual use by the Customer. The reimbursement of overcharges shall take the form of a credit to the Customer's account or by direct payment to the Customer, at the Utility's direction.

Except as provided below, any underpayment as a result of a meter or metering inaccuracy, or other continuing problem, will be billed to the Customer. The Utility will, at the Customer's request, attempt to arrange a reasonable payment schedule in the event of underpayment. Should

the amount of the adjustment be under bona fide dispute, the Utility shall continue to supply service and the Customer shall continue to pay all amounts billed until a final determination is made.

Whenever the Utility has undercharged any customer as the result of a meter or metering inaccuracy or other continuing problem under its control, the Utility may only bill the customer for the amount of the unmetered service rendered in the three hundred sixty-five (365) days immediately prior to the date the Utility remedies the meter inaccuracy. The Utility, in the first bill to collect the amount for unmetered service, shall state the entire amount that it seeks to collect. The maximum portion of the undercharge for unmetered service rendered that may be recovered from the Customer in any billing month shall be determined by dividing the amount of the undercharge by twelve (or the corresponding number of adjustable months) and the quotient is the maximum portion of the undercharged that the Utility may recover from the Customer in any billing month, in addition to either regular monthly charges or any type or regular level payment amounts billed in accordance with an agreement between the Customer and the Utility. The time period over which the undercharge may be billed shall be twelve (or the corresponding number of adjustable months) consecutive months.

The Utility shall not recover any interest charge, service charge, or fee, whether or not a percentage is utilized for its computation, for the portion of billings due to incorrect meter readings as provided for under this section.

Nothing in this section shall be construed to prevent the customer from paying an undercharge or any portion thereof in a time shorter than that stated in this section. Nothing in this section shall be construed to prevent the Utility from collecting an undercharge or any portion thereof in a time longer than that stated in this section.

This section does not apply to any act that is a theft offense, as defined in Section IV of these Rules and Regulations that involves tampering with utility equipment or theft of utility service, or where a physical act of a customer or its agent causes inaccurate or no recording of the meter reading, or inaccurate or no measurement of electricity rendered.

E. PAYMENT OF BILLS. The Customer shall pay bills at the Utility office during the regular office hours or to any of the Utility's authorized collecting agents during the regular office hours of such agent. Any remittance received by mail at any office of the Utility bearing U.S. Postal Office cancellation date corresponding with or previous to the last date on which said bill is payable "Net" will be accepted as within the net payment period.

Any payment received after 4:00 p.m. shall be processed during the next business day.

F. INITIAL AND FINAL METER READINGS. When service is terminated for any reason, the Utility will render a final bill addressed to the Customer's forwarding address, if known, or to the last known address, for the entire balance of the account, including a calculation from the last reading date to the requested final bill date. The Customer may request that the Utility attempt to obtain an actual final meter reading. However, the Utility may estimate the reading for the final bill date, or allow the Customer to provide the final meter read subject to the Utility's review for reasonableness, and if necessary, the actual reading.

All final bills are due upon receipt.

When the Customer begins use of service, an initial bill is normally rendered for the period from the initial date of service to the first regular meter reading date, this period normally being less than thirty (30) days, except no bill will be rendered if the period is less than three (3) days. However, the Customer's usage for that unbilled period will be included and billed in the next month's bill.

The Utility may estimate the reading for the initial date of service. However, upon Customer request, the Utility will attempt to obtain an actual reading at the initial date of service or allow the Customer to provide the initial meter read.

G. DEPOSITS. A deposit of 150% of an average monthly bill may be required if the Customer at any time, or from time to time before or after service is commenced. Deposit criteria will be affected by, but not limited to: (1) past general credit history; (2) past payment history (with the Utility); (3) end use of service; and (4) duration of service.

The Utility office shall have a reasonable time in which to ascertain that the obligations of the Customer have been fully performed before being required to return any deposit. Said deposit shall be credited to the Customer's account when payments have been made by the due date on twelve (12) consecutive months, unless the Customer's account has been terminated. The Customer, in writing, must request refunds. Where the account has been terminated, any remaining deposit not used to credit the account shall be directly reimbursed to the Customer within thirty (30) calendar days.

H. CHARGES AND PAYMENT FOR TEMPORARY SERVICE. In addition to regular payments for service used, the Customer shall pay the cost for all material, labor, and other necessary expense incurred by the Utility in supplying service to the Customer at his request for any temporary purpose or use. The Utility may, at its option, require that any Customer for temporary service deposit with the Utility a sum equal to the Utility's estimate of the cost to be incurred by it for temporary service.

I. RIGHT TO DISCONTINUE SERVICE. After giving notice as specified in Paragraph J below, the Utility shall have the right to discontinue service for any of the following reasons or purposes:

1. Refusing reasonable access to the Utility's facilities;
2. Non-payment of bills for service when bills are due;
3. Failure to furnish or maintain a required security deposit; and
4. Material violation of any of these Rules and Regulations not otherwise covered in this provision.

The Utility shall have the right, without notice, to discontinue service, and disconnect and remove from the premises of a consumer, the meter and any other property belonging to the Utility for any of the following reasons or purposes:

1. Non-use of service;

2. Fraudulent representation or practice and theft of service; and
3. Whenever deemed necessary by the Utility for safety reasons.

J. TERMINATION PROCEDURES. It is determined that a Customer is delinquent in rendering payment for service when the billing for service remains unpaid after five (5) business days from the due date. Whenever a Customer is delinquent in providing payment for service from the due date of the bill, the Utility shall mail a Delinquency Notice to the Customer (and Landlord/Customer if applicable).

The Utility may, after proper and reasonable notice of pending termination of service (not less than ten (10) days), terminate the Customer's service during normal Utility business hours in compliance with the following condition:

1. No delinquent bill disconnections may be made after 12:30 p.m. on the day preceding a day that all services necessary for the Customer to arrange and the Utility to perform reconnection are not regularly performed.
2. On the day of termination of service, the Utility will provide the Customer with a Termination Notice, securely attached in a conspicuous location, prior to termination.
3. Those Utility employees who normally perform the termination of service will be authorized to either:
 - a. be able to accept payment, or
 - b. be otherwise able to make available to the Customer means to avoid disconnection.

Such employees at the premises shall not be authorized to make extended payment arrangements.

4. In conjunction with service to the Customer of the termination notice provided for herein, the Utility shall advise Customer of the business address, telephone number, business hours, and a Utility representative to contact in the event the Customer desires to dispute the reasons for such termination and of the Customer's right to complain or appeal to the Service Representative, should he or she be dissatisfied with the Utility's reasons for terminating service. Upon request of the Customer, the Utility shall provide an opportunity for review of the initial decision concerning such dispute.

5. The notice of termination sent to the service address (and billing address, if different) shall be in writing, and shall:
 - a. identify the amount owed, the date which service may be terminated, and the reason for termination; and
 - b. include an explanation of the payment alternatives available to a Customer whose account is delinquent.

Termination of service of nonpayment is prohibited without the approval of Council when the termination of service would make operation of necessary medical or life-supporting equipment, known by the Utility to be in service, impossible or impractical. Service shall not be terminated if the Customer enters into and makes payments in accordance with an extended payment plan.

If a guarantor is required in order to reestablish service, the guarantor must sign an acknowledgment or willingness to accept the responsibility for payment of the Customer's bill in case of the Customer's default.

K. LANDLORD-TENANT PROVISION. The Utility may terminate utility service to individuals whose utility services are included in rental payments and of consumers residing in master-metered premises owned by Landlord/Customers, in accordance with the following:

1. The Utility has provided the notices as required by provisions of these Rules and Regulations. The Utility in its Delinquency Notice must:
 - a. summarize the remedies tenants may choose to prevent disconnection or to have service reconnected;and
 - b. inform tenants that a list of procedures and forms to prevent disconnection or to have service reconnected are available from the Utility upon request.
2. Customers inquiring in response to the posted notice shall be informed of the amount due for the current month's service and that by submitting a single payment to the utility in that amount, tenants may prevent disconnection of service.
3. Payment by tenants equal to or exceeding the Landlord/Customer's current utility service bill for those premises shall be credited to the appropriate account, provided that the Utility is under no obligation to accept partial payment from individual tenants and may choose to accept only a single payment from a representative acting on behalf of all tenants.
4. The Utility shall not disconnect service to master-metered premises when:
 - a. A tenant delivers to the Utility a copy of the written notice signed by fifty percent (50%) or more of the tenants of the occupied dwelling units, which notice shall designate the imminent disconnection of utility service (as shown by the disconnection notices received) as reason for the notice;
 - b. A tenant informs the Utility in writing of the date of the last day on which rent may be paid before a penalty is assessed or the date on which default on the least or rental agreement can be claimed; and
 - c. The tenants who sign the disconnection notice timely invoke the remedies provided below:
 - i. Deposit all rent that is due and thereafter becomes due to the landlord, with the clerk of the municipal or county court having jurisdiction; and

- ii. Apply to the court for an order to use the rent deposited to remedy the condition or conditions specified in the tenant's notice to the landlord (including but not necessarily limited to payment to the Utility rendering the disconnection notice).

5. If service has been terminated to consumers whose utility services are included in rental payments or who are residing in master-metered premises, the Utility shall inform the consumers upon their inquiry that service will be reconnected upon payment of the amount due for the current month's service plus any reconnection charge if such payment is made within fourteen (14) days of termination, and that service will continue so long as payment for each month's service (based upon actual or estimated consumption) is made by the tenant's representative by the due date of the bill thereof. If the Customers choose to have their service reconnected by paying the current month's bill and payment is not made by the due date each month, the Utility shall post the notice in a conspicuous location on the premises and make a good faith effort by mail or otherwise to notify each household unit of a multi-unit dwelling or tenant receiving service in the master-metered premises of the impending service termination. The Utility shall not be required to reconnect service pursuant to this paragraph where the landlord resides on the premises.

6. Concurrent with the effective date of this rule, the Landlord/Customer must be the designated customer on all new applications accepted by the Utility for service to residential master-metered premises. Utility acceptance of new applications for service to master-metered premises requires the designated Landlord/Customer to provide to the Utility an accurate list specifying the individual mailing addresses of each unit served at the master-metered premises. The Landlord/Customer, in a timely fashion, must update such list.

L. CHANGE OF ADDRESS OF CUSTOMER. When a Customer changes his address, he shall give notice of his intent to do so to the Utility prior to the date of change. The Customer shall be responsible for all service supplied to the former premises until such notice has been received and the Utility has had a reasonable time, but not less than three (3) regular business days, to discontinue service.

M. CHANGE IN TENANCY OR OWNERSHIP. At such time as the Utility is notified of a change of tenancy or ownership, the Utility shall make a final meter reading and prepare and mail a final bill. The former Customer is responsible for all service supplied to the premises until such final notice has been received and the Utility has had a reasonable time to make a final meter reading. Reasonable time is defined as being three (3) regular business days.

SECTION VI – GENERAL

A. These Rules and Regulations are subject to, and include as part thereof, all orders, rules, and regulations applicable to the Utility from time to time issued or established by the City of Huron City Council under its emergency powers.

B. The Utility reserves the right to make such further policies regulating utility service in order to carry out the purposes of these Rules and Regulations as experience may suggest, and as the Utility may deem necessary or convenient in the conduct of its business.

C. These Rules and Regulations shall not apply during periods of shortage in the supply of electricity available to the Utility, to the extent that compliance by the Utility with such Rules and Regulations is precluded by the shortage in supply. During periods of shortage of supply to the Utility, restrictions on new service and curtailment of existing service shall be governed strictly by the Utility.

D. Disputes arising from the Rules and Regulations between Customers and the Utility shall be resolved, to the best of its ability, by Utility personnel. Decisions or actions taken by Utility personnel may be appealed by the Customer to the City Council.



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 30-2021
DATE: May 25, 2021

Subject Matter/Background

Resolution 30-2021 will authorize a License Agreement with Lake Erie Adventure Company, LLC to operate a commercial bicycle rental operation. Under this Agreement, Lake Erie Adventure Company, LLC would place a bicycle rack on a mutually agreeable location on City-owned property at the boat basin.

License Agreement Terms

- for the purpose of operating a commercial bicycle rental operation;
- Company will install one (1) storage rack at the boat basin;
- storage racks will be affixed to the ground at all time, and will be removed upon termination of the Agreement;
- bicycles will be removed from the racks nightly;
- Company will maintain the storage rack and bicycles in good repair;
- term of the Agreement is from Memorial Day weekend through Labor Day weekend, renewable on an annual basis through 2023;
- License fee of \$150, payable in three monthly installments of \$50 each (June, July and August);
- Company prohibited from advertising, marketing or engaging in any other activity that identifies themselves as a City agent, employee or subsidiary;
- Company may place one (1) A-frame sign in the boat basin;
- \$1,000,000 bodily injury/\$100,000 property damage insurance policy required prior to commencement of agreement identifying City as insured;
- full indemnification clause.

Financial Review

If approved, the Company will pay the City \$150, annually, to operate the business and use City property for storage of the bicycles. The funds will be deposited in the Parks and Recreation Fund and will be used to offset additional expenses related to maintenance of the Parks. The administration will annually assess this fee if unanticipated costs are incurred related to the bicycle rental business.

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 Resolution 30-2021 is in order.

[Resolution No. 30-2021.docx](#)

[Resolution No. 30-2021 Exhibit A.docx](#)

RESOLUTION NO. 30-2021

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO, WITH LAKE ERIE ADVENTURE COMPANY, LLC FOR COMMERCIAL BICYCLE OPERATIONS WITHIN THE CITY OF HURON, OHIO.

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

SECTION 1. The City Manager is hereby authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with Lake Erie Adventure Company, LLC, for a commercial bicycle rental operation in the City of Huron, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2021 by and between **THE CITY OF HURON, OHIO**, an Ohio Municipal Corporation, hereinafter referred to as "City" and **LAKE ERIE ADVENTURE COMPANY, LLC**, an Ohio Limited Liability Company, hereinafter referred to as "Company."

WITNESSETH:

WHEREAS, the City desires to provide amenities and attractions for the benefit of residents and visitors, and;

WHEREAS, Company has proposed an opportunity to the City which satisfies that goal, and;

WHEREAS, it is the purpose and intent of this document to set forth the agreements which have been reached by the parties concerning the above referenced matters and other matters.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration of the mutual promises of the parties and other good and valuable consideration, the parties agree as follows:

1. **PURPOSE.** The Purpose of this Agreement is to establish a revocable license agreement between the City and the Company for the use of land consistent with Company's bicycle rental service, which license shall be fully revocable by City and any time and for any or no reason upon notice of same to Company.

1.1. Company will own and operate a rental service consisting of the rental of bicycles and rental of equipment ancillary thereto and for no other purpose without the prior written consent of the City, which consent may be withheld by the City. Company is expressly prohibited from any commercial activities which may be deemed in competition with City sponsored endeavors. Additionally, Company is expressly forbidden to engage in marketing or advertisement of any form identifying Company as being a partner, subsidiary or agent of the City. It is anticipated by the Parties that the rental of the bicycles will commence on Memorial Day Weekend and conclude on Labor Day of each calendar year subject to this Agreement. This Agreement is intended and shall convey from the City to Company a revocable license to permit such operations as outlined herein, which license shall be fully revocable by City and any time and for any or no reason upon notice of same to Company.

1.2. The City will provide storage space within the Huron Boat Basin, with the exact location to be determined mutually by the parties, for the installation and placement of **one (1) storage rack** for the storage of Company's bicycles during the term of this Agreement, all at Company's sole cost and expense. The storage racks shall be firmly and safely affixed to the ground at all times, and shall be removed upon termination of this Agreement (regardless of cause). Company shall remove the bicycles from the storage rack nightly. Company understands and affirms that the storage rack will not be monitored by the City, and

Company assumes the risk of loss as to the storage rack and bicycles from any and all causes, including theft, loss, or mysterious disappearance of same. Company shall maintain the storage rack and bicycles in good repair and in an aesthetically pleasing appearance during the term of this Agreement.

2. TERM. The term of this Agreement shall commence upon the execution of all parties and shall terminate promptly after Labor Day weekend of 2021, subject to annual renewal periods as follows, unless written notice is provided by a party to the Agreement of an intent to terminate the Agreement pursuant to Section 4 or renegotiate the Agreement's terms within sixty (60) days prior to the expiration of the then existing term: (i) Memorial Day Weekend thru Labor Day in the year 2022; and (ii) Memorial Day Weekend thru Labor Day in the year 2023.

3. COSTS. In consideration of the grant by the City to Company of the revocable license to operate the bicycle rental business and use the City's property for storage of the bicycles, upon execution of the Agreement, and for the initial term of the Agreement and any and all renewals thereof, Company agrees to pay to City \$150.00 annually, payable in three (3) monthly installments of \$50.00 each, payable in June, July, and August of the given year. Payments are due no later than the 7th day of the month. Notwithstanding the termination provisions set forth in Section 4 below, the costs are non-refundable and shall not be prorated in the event of the early termination of the Agreement.

4. SIGNAGE. The City hereby grants the placement of one (1) A-frame sign to be erected in the boat basin, with the size, dimensions and exact location to be determined mutually by the parties, from Memorial Day weekend through Labor Day weekend.

5. TERMINATION. Notwithstanding any contrary provision of this Agreement, the City shall have the absolute, unqualified right and option to terminate this Agreement and revoke the license at any time upon notice to Company in the City's sole and absolute discretion.

5.1. Should the City terminate this Agreement for reason other than an Event of Default (defined in Section 9 herein), all costs associated with this Agreement and paid to the City shall not be prorated.

5.2. Should Company terminate the Agreement prior to the expiration of the term, all costs associated with this Agreement and paid to the City shall not be prorated.

6. AMENDMENT. This Agreement may only be amended by written instrument executed by all parties.

7. ASSIGNABILITY AND TRANSFER. The rights and authority conveyed through this Agreement shall not be assignable or transferrable by either party. This Agreement shall not be recognized as valid for any sublease, subcontract or conveyance to another party regardless of whether said sublease, subcontract or conveyance is in exchange for compensation.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION.

8.1 Company agrees to indemnify, defend, release, and hold the City (and City's officers, employees, and agents) harmless from any and all actual or threatened actions, causes of action, claims, costs, demands, fines, fees, suits, judgments, expenses, and losses for any alleged injury, disability, illness, death, or loss or damage to person or property, arising or claimed to arise by participants, customers, and any and all third parties arising directly or indirectly from Company's acts, omissions, gross negligence or willful misconduct in conducting the proposed activities authorized by this Agreement, including, but not limited to, the lease and use of bicycles by third parties and the storage of the bicycles on City property. This indemnification shall include all costs of defense, including reasonable attorneys' and expert witness fees, and shall also extend to use of the any City property by Company.

8.2 Company shall secure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000), for bodily injury and death; One Hundred Thousand Dollars (\$100,000) property damage, which policies shall name City as an additional named insured by endorsement. Company shall furnish City with evidence that the required insurance has been obtained, with proof of payment of the premium for the duration of this Agreement, prior to the beginning of the term of this Agreement and any and all renewals thereof, and a copy of such shall herein be attached and incorporated as Exhibit A. Such policy shall include a 30-day cancellation clause.

8.3 Company understands that its proposed activities under this Agreement will expose the it and its employees, agents, guests, contractors and other persons subject to its control to a risk of injury and illness (such as communicable diseases such as MRSA, influenza, and COVID-19), including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist, and Company KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY, and assumes full responsibility for any such risk which may occur during its proposed activities under this Agreement and the use of City property.

9. CHOICE OF LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

10. EVENTS OF DEFAULT. The following events are referred to, collectively, as "Event(s) of Default;"

10.1. Failure to provide due and timely payments. In the event that Company fails to provide timely installment payments as set forth in Section 3, the City shall provide written notice of the payment default. Such written notice shall permit the Company to rectify the payment delinquency within five (5)

business days. Failure to do so shall result in an Event of Default of the Agreement. The City will not be required to provide any further written notice beyond the first notice; or,

10.2. Company vacates or abandons the bicycles or storage rack or Company's cessation of the operation of its rental service set forth in Section 1.1; or,

10.3. Company purports to assign this Agreement, or sublet all or a portion of the storage rack, in violation of the terms set forth herein; or,

10.4. Company breaches any of the other agreements, terms, covenants, or conditions not in conflict with the terms included herein, and such breach continues for a period of five (5) days after written notice from the City to Company.

10.5 Notwithstanding any contrary provision of this Agreement, the license granted herein shall be fully revocable by City and any time and for any or no reason upon notice of same to Company.

11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW, ORDERS, GUIDANCE, RULES AND REGULATIONS. Company shall ensure that it and all employees, agents, contractors, and any other persons subject to their direction and control shall **strictly** comply with all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including, but not limited to, those related to any and all communicable diseases, including COVID-19. Company agrees to be solely responsible for ensuring that the activities covered by this Agreement will be operated, run, managed, and conducted in a manner consistent with all applicable all federal, state, and local laws, orders, instructions, requirements, guidance, and any other safeguards, including those related to COVID-19, and will coordinate with the Erie County Department of Health to ensure the same.

12. REMEDIES OF DEFAULT. If any one or more Events of Default set forth in this Agreement occurs, or if the City exercises its unilateral and unqualified right to revoke the license granted herein, then the City has the right, at its election:

12.1. To terminate this Agreement, in which case Company's right to use the storage racks and operate its rental service within the City will cease. If this Agreement is terminated pursuant to this Section, the City will be entitled to recover from Company: (i) the unpaid costs that has been earned at the time of termination; (ii) if the termination is a result of Company's default, the unpaid costs for the balance of the term of this Agreement.

12.2. Remedies Cumulative. The City's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the City of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Agreement or now or hereafter

existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

13. GENERAL TERMS AND CONDITIONS. This Agreement constitutes the entire Agreement between the parties and supersedes all prior or written agreements or understandings. Company shall comply with all Federal, State and Local laws and ordinances. Company shall submit a completed Regional Income Tax Registration Form at the time of execution of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to duplicates hereof on the day and year last aforesaid.

CITY OF HURON, OHIO

**LAKE ERIE ADVENTURE
COMPANY, LLC**

Matthew Lasko, City Manager

Date: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Todd A. Schrader, Law Director

Notary Jurats Follow

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF _____) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named City of Huron, Ohio, by Matthew Lasko, its City Manager who acknowledged that he did sign the foregoing instrument in his capacity as City Manager and that the same is his free act and deed in such capacity. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:_____

ACKNOWLEDGEMENT

STATE OF OHIO)
)
COUNTY OF _____) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Lake Erie Adventure Company, LLC, by _____, its _____ who acknowledged that he did sign the foregoing instrument in his capacity as _____ and that the same is his/her free act and deed in such capacity. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:_____



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 31-2021
DATE: May 25, 2021

Subject Matter/Background

Resolution 31-2021 acknowledges the request from Angie Edwards of Huron 5K Series for the placement of signage on the walk bridge over US-6 promoting their 2021 race series, which includes the July 10th River Fest 5K, the August 7th Abbey Rose Trail Run 5K, the October 30th St. Peter School Spooktacular 5K and the November 25th Judi Lively Memorial Annual Turkey Dash 5K. The banners would be no larger than 3' x 6' in size and would be placed 1 on the east side of the walk bridge and 1 on the west side of the walk bridge on the following dates:

June 10 through July 10, 2021;
July 7 through August 7, 2021;
August 18 through September 18, 2021;
September 30 through October 30, 2021; and
October 25 through November 25, 2021.

This is the fourth year for the event. Many different areas of the City will be showcased with 5 different race courses. The proposed dates of the events have been cleared by the Parks & Recreation Operations Manager with regard to any City event conflict and Chief Lippert remains involved with the organizers again this year with regard to safety services.

This request follows standard procedure and is being recommended by Administration for approval.

Financial Review

There is no financial impact to the City relating to this legislation.

Legal Review

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

Recommendation

If Council is in agreement, a motion adoptions Resolution 31-2021 would be in order.

[Resolution No. 31-2021.docx](#)

[Resolution No. 31-2021 Exhibit A.pdf](#)

RESOLUTION NO. 31-2021

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE CITY OF HURON, OHIO, TO SUPPORT THE REQUEST OF HURON 5K SERIES, FOR THE PLACEMENT OF BANNERS ON THE WALK BRIDGE OF US-6 HEADING EAST AND WEST ADVERTISING THE RIVER FEST 5K, ABBEY ROSE TRAIL RUN 5K, BGSU FIRELANDS FALCON FUND RUN 5K, ST. PETER SCHOOL SPOOKTACULAR 5K AND JUDI LIVELY MEMORIAL ANNUAL TURKEY DASH 5K EVENTS.

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

SECTION 1: The City Manager is authorized on behalf of the City of Huron, Ohio to support the request of the Huron 5K Series for the placement of advertising banners on the walk bridge of US-6 heading east and west for the following date ranges: June 10 through July 10, 2021, July 7 through August 7, August 18 through September 18, 2021, September 30 through October 30, 2020, and October 25 through November 25, 2021, as set forth on the letter attached hereto as Exhibit "A".

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



May 10, 2021

Dear Mr. Lasko and Huron City Council Members,

On behalf of the Huron 5k Series of races, I am asking the city of Huron to grant us permission to hang the following banners to promote our upcoming race series:

1 Banner on the walk bridge of US 6 heading east

1 Banner on the walk bridge of US 6 heading west

These banners would be no larger 4' x 8' in size.

1 Banner to be placed at the intersection of Main Street & Cleveland Road (boat basin side)

This banner would be no larger than 3' x 6' in size.

We would like to hang the banners up approximately one month prior to each race and would remove them at the conclusion of each event. The dates for each of the races in the series are as follows:

July 10 - River Fest 5K

August 7 - Abbey Rose Trail Run 5K

September 18 - BGSU Firelands Falcon Fund Run 5K

October 30 - St. Peter School Spooktacular 5K

November 25 - Judi Lively Memorial Annual Turkey Dash 5K

We are proud to be showcasing many different areas of our town with these 5 different racecourses. Last year proved to be a challenge with our events, but even virtually and the two in person events we were able to host, the community came out to support us. We are already anticipating increased numbers of participants this year.

We are hopeful that the city will approve this request and we look forward to another successful race series. Thank you for your consideration in this manner.

Sincerely,

Angie Edwards

Angie Edwards

Abcdefedwards@gmail.com

419-366-1563



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 32-2021
DATE: May 25, 2021

Subject Matter/Background

This resolution will accept the proposal and authorize an agreement with Seeley Savidge Ebert & Gourash Co., LPA ("SSEG") for the provision of legal services as Law Director for the City of Huron. This is an extension of a one-year agreement due to expire on June 4, 2021. The pertinent terms of the agreement extension are as follows:

- One-year term;
- Either party may terminate the agreement on ninety (90) days prior written notice;
- Covers basic legal and Law Director duties for the City;
- Litigation and additional projects are billed separately on a flat fee or \$200 per hour as agreed;
- Todd Schrader will continue as Law Director;
- Gary Ebert will continue as Assistant Law Director;
- Monthly flat fee of \$12,500, with no cap on hours worked.

Legislative History

Resolution 2020-41 (adopted 6-4-20) authorized the initial agreement with SSEG at a monthly rate of \$10,000 on a flat-fee basis, capped at 60 hours per month.

Financial Review

The Law Director position is paid out of various City funds, including the General Fund and Water Fund. The monthly fee increase will require a modification to current appropriations in 2021. However, these funds have sufficient cash balance to accommodate the fee increase for the final 6 months of 2021.

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 Resolution No. 32-2021 is in order.

[Resolution No. 32-2021.docx](#)

[Resolution No. 32-2021 Exhibit A.pdf](#)

RESOLUTION NO. 32-2021

Introduced by Christine Crawford

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, WITH SEELEY, SAVIDGE, EBERT & GOURASH CO., LPA FOR THE PROVISION OF LEGAL SERVICES FOR A PERIOD OF ONE YEAR.

WHEREAS, the firm of Seeley, Savidge, Ebert & Gourash Co., LPA (hereinafter known as SSE&G) has extensive experience in the provision of Municipal Legal Services; and

WHEREAS, the City and the firm of SSE&G will enter into an agreement to ensure legal representation of the City; and

WHEREAS, such representation and obligations are set out in the Contract attached hereto as Exhibit "A"; and

WHEREAS, the City Council for the City of Huron finds that it is in the best interest of the City and residents of the City to enter into an agreement with SSE&G for legal services.

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

SECTION 1: The Huron City Council authorizes the City Manager to execute the Contract for Legal Services between SSE&G and the City of Huron, as set forth in Exhibit "A" attached hereto and made a part hereof.

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



Seeley Savidge
Ebert & Gourash Co., LPA

26600 Detroit Road, Suite 300
Westlake, Ohio 44145
(216) 566-8200
Fax: (216) 566-0213
www.sseg-law.com

May 17, 2021

Sam Artino, Mayor
Matt Lasko, City Manager
City of Huron Ohio
417 Main Street
Huron, Ohio 44839

RE: Legal Services

Dear Messrs. Artino and Lasko:

Seeley, Savidge, Ebert & Gourash Co., LPA ("SSE&G") hereby submits the following proposal to provide continuing legal services to the City of Huron, which will be for a one (1) year term commencing June 4, 2021 and expiring on June 3, 2022 (provided, however, that this proposed arrangement is formally approved by the City of Huron prior to June 4, 2021).

Section One. Firm Overview and Qualifications

SSE&G is a premiere transactional and litigation firm located in Westlake, Ohio. Our attorneys counsel over 500 clients throughout the United States—including entrepreneurs and start-ups, Fortune 500 companies, municipalities and government agencies and individuals. Our goal is to provide efficient, effective and creative legal services to meet the distinct needs of our clients. In furtherance of that goal, we provide advice and representation to our municipal and private clients that allow policymakers and boards to achieve their goals while minimizing legal risk.

SSE&G offers practical legal solutions in more than 15 areas of law, including public law, governmental services, land use, public funding, tax abatements, labor and employee relations, real estate, insurance, civil litigation and worker's compensation. We have a strong history of providing services in the area of municipal law and attorneys practicing in this area have extensive experience interacting with government entities and officials. Our team of attorneys brings together expertise in litigation and appellate advocacy in state and federal courts, appearing before administrative bodies and providing legal advice to all municipal departments.

Section Two. Basic General Services

SSE&G is prepared to undertake all basic general legal duties for the City of Huron, including:

- Serving as counsel at all regular and special Council Meetings, including Planning and Zoning Commission and any other boards and commissions as directed by the Mayor or City Manager.
- Providing thorough legal advice and written opinions as requested by the Mayor, City Manager, City Council and/or City Directors.
- Drafting ordinances and resolutions upon request of the Mayor, City Manager, City Council and/or City Directors.
- Providing legal advice and guidance to City officials, as necessary.
- Responding to inquiries regarding City matters.
- Attending meetings and discussions with City, County, State and Federal officials and other government officials and on site attendance as agreed upon by the parties.
- Reviewing and approving contracts, ordinances, resolutions and any other written documents, as requested by the Mayor, City Manager or City Directors.
- Representing the City regarding personnel matters, through the level of administrative proceedings before the Mayor, City Manager and other City Officials.

Section Three. Additional Services.

The Firm is also prepared to continue representing the City of Huron in any litigation or additional projects, outside of the basic general legal services outlined herein. Subject to agreement, SSE&G will provide special legal services for litigation or additional projects beyond the normal, basic general legal services on a flat fee or hourly basis as agreed upon in advance by the parties. These services include attending to litigation-related matters, complex contracts, employment, workers compensation, and other personnel matters (including disciplinary proceedings), appearance and all litigation-related matters, including but not limited to defense of litigation either directly on behalf of the City or as appointed counsel through the City's insurance carrier(s).

Section Four. Proposed Legal Counsel

SSE&G plans to continue working as a team, providing a network of legal support and Law Director services for the City of Huron across all of our practice areas, including sharing the basic general service responsibilities and duties in order to provide comprehensive coverage at Council meetings and Board meetings as needed. Attorneys Gary Ebert and Todd Schrader will be lead counsel on these matters, with Todd Schrader continuing as Law Director and Gary Ebert continuing as Assistant Law Director. Other SSE&G attorneys will be utilized to assist with provision of basic general services, including periodic attendance at the City of Huron, and to address other projects as assigned.

Section Five. Proposed Fees

For the basic general services, we propose to provide said services for \$12,500/monthly on a flat-fee basis due and payable on or before the first of each month; fees are earned upon receipt of payment. Invoices will be billed monthly Notwithstanding any contrary provision of this correspondence, and unless the parties agree in writing otherwise, either party may terminate the services of SSE&G on ninety (90) days prior written notice to the other.

For additional projects outside of the scope of the basic general services outlined above, SSE&G will offer a discounted blended hourly rate of \$200.00 per hour, unless a different rate is agreed to by SSE&G and the City of Huron. SSE&G will be reimbursed for all out-of-pocket expenses incurred relating to litigation and additional projects. Such out-of-pocket expenses include, for example, the following: travel-related expenses, computer-assisted research, long distance telephone charges, copying charges, messenger services and overnight delivery. When involved in litigation with the Firm, there will be no duplication of services by individuals from the same Firm when providing defense on behalf of the City of Huron.

Please accept our genuine gratitude for the continuing opportunity to serve the legal needs of the City of Huron, and we look forward to assisting the City and its administration, leadership team and staff. Should you have any questions, please do not hesitate to call. We remain

Very truly yours,



Gary A. Ebert



Todd A. Schrader



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 33-2021
DATE: May 25, 2021

Subject Matter/Background

As submitted by Steve Didelot, Street Foreman:

The Street Department would like to request approval for the purchase of a new 2022 Ford F-550 1-ton dump/snow/salt truck with government pricing from Valley Ford for \$99,006.00 as per Exhibit A attached to Resolution No. 33-2021. This truck was budgeted and planned to replace our 2012 Ford F-550 1-ton dump/plow truck, but we have decided to keep this truck in our fleet to replace an older 2008 Ford F-450 1-ton dump/plow truck that we have used from the Water Department.

Financial Review

This truck will be cash purchased using Street Department revenue (e.g. gas tax) that has been reserved in the Capital Equipment Fund (403) utilizing annual budgetary surplus. The purchase was included in the 2021 budget and is on the City's asset replacement schedule.

This purchase agreement was negotiated with Valley Ford under the State's pricing program. Therefore, the Street Department did not request quotes from other dealers.

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 Resolution 33-2021 is in order.

[Resolution No. 33-2021.doc](#)

[Resolution No. 33-2021 Exhibit A.pdf](#)

RESOLUTION NO. 33-2021

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE CONTRACT FOR THE PURCHASE OF A 2022 FORD F550 4X4 REGULAR CAB DUMP TRUCK TO VALLEY FORD TRUCK, INC. IN THE AMOUNT OF NINETY-NINE THOUSAND SIX AND 00/100 DOLLARS (\$99,006.00)

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

SECTION 1. That the City having secured a proposal under State Government Pricing for a 2022 Ford F550 4X4 Regular Cab Dump Truck, this Council hereby authorizes and directs the City Manager to award the contract to Valley Ford Truck, Inc. in the amount of Ninety-Nine Thousand Six and 00/100 dollars (\$99,006.00) as set forth in the quote attached hereto as Exhibit "A" and made a part hereof.

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

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

Sam Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

VALLEY

TRUCK CENTERS



Valley Ford Truck Inc.,
5715 Canal Rd,
Cleveland Oh 44125

Valley Ford of Huron Inc.
55 Cleveland Rd East
Huron Ohio 44839

MAY 17, 2021

CITY OF HURON STEVE DIDELOT steve.didelot@huronohio.us

STATE OF OHIO RS907120 GOVERNMENT PRICE INDEX RS7019720

2022 FORD F550 4X4 REGULAR CAB 145" WHEELBASE CAB CHASSIS
AS EQUIPPED:

BASE PKG: 660A
ENGINE: 7.3L V8 GAS
TRANSMISSION: 10 SPEED AUTOMATIC
REAR AXLE: 4.88 LIMITED SLIP
GVWR: 19,000LB
TIRES: 225/70R 19.5G BSW ALL SEASON
WHEELS: 19.5" ARGENT PAINTED STEEL
SEAT: HD VINLY 40/20/40 FRONT SEAT
RADIO: AM FM RADIO
CONV: AIR CONDITIONING
CA: 60"
472: 50 STATE EMISSION
BRAKES: 4 WHEEL ABS
SAFETY: SAFETY CANOPY SYSTEMS CURTAIN, 1ST ROW
DUAL FRONT AIR BAGS
473: SNOW PLOW PREP PKG
66S: UPFITTER SWITCHES
18B: CAB STEPS
62R: PTO PROVISION
52B: ELECTRIC BRAKE
76C: BACKUP ALARM
43C: 110V/400W OUTLET
90L: POWER GROUP
86M: DUAL BATTERY
67B: 397 AMP ALTERNATOR
EXTERIOR COLOR: WHITE
INTERIOR COLOR: MEDIUM EARTH GRAY
EQUIPMENT: PER ATTACHED

COST.....\$99,006.00

MUNICIPAL LEASE, 5 YEAR TERM, 1 PAYMENT PER YEAR, IS \$21,409.00

Steve, due to the pandemic and chip shortage, delivery is approximately 30 plus weeks out.
Pricing includes Bank fee for the lease.

I will call you to follow up but please feel free to call me anytime with any questions, (216)524-2400.

Jenny Loveland

Regards,
Jenny Loveland
Government Sales Manager



HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 1
Quote #146816
Rev #47

To: VALLEY FORD TRUCK INC
Attn: JENNY LOVELAND
Quote Date: 5/7/2021
Valid Until: 6/6/2021

Quoted By: Ross Repp
Phone: 419-617-7509
Cell: 4195696166
Fax:
Email: rrepp@hendersonproducts.com

Quoted:

F550 Snow and Ice Control Truck Equipment Package

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Mark III utility sized single axle dump body

Body Length: 9' body length
Side / Tailgate Height: 18" side height / 24" tailgate height 3.5/4.7 yd
Hoist Type: Telescopic hoist, trunion mount
Hoist Cylinder: CS 85-4.5-3 double acting cylinder ILO standard
Pump Pack: None - deduct standard pump pack
Side Construction: Double Wall 12 ga FIXED Sides
Optional Sides/Ends Materials: 201SS sides and ends
Optional Floor Materials: 3/16" AR400 floor ILO std grade 50
Tailgate Style: Standard Dump Tailgate-Requires Pin Removal for Lay Down
Coal Chute: 201SS steel, 9" x 12"
Coal Chute Location: Installed in Center of Tailgate
Headsheet Type: Straight headsheet with integral 53" cabshield clearance
Integral Cabshield Notice: !!!DEALER TO VERIFY CHASSIS CAB CLEARANCE PRIOR TO ORDER!!!
Option 1 Description: 2 LIGHT HOLES IN REAR BOLSTER
Option 2 Description: 4 LIGHT HOLES IN CS: 2 FRONT 1 FACE EACH SIDE
Option 3 Description: PULL OUT LADDER 140956.201
Option 4 Description: DEDUCT FACTORY LIGHT KIT
Option 5 Description: TAILGATE LIFT LOOP. CENTER OUTSIDE (SS)

RTS - Replacement tailgate spreader

SPREADER & AUGER MATERIAL: 304SS
SPINNER SUPPORT KIT: Spinner kit
Option 1 Description: 201SS ILO 304SS

Installation Workup

Facility: IDC-OH
Chassis Delivery To Henderson: Truck Dealer/Customer Delivers
Completed Truck Delivery Method: Henderson Delivers (100 miles or less)
Chassis Make: Ford
Chassis Model Yr: 2021/22





HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 2
Quote #146816
Rev #47

Chassis Model: F550
Useable CA/CT: 60
Pump Location: Transmission Mount Pump
Transmission Type: Automatic

Front Plow Type: Western/Fisher Type Plow
Western/Fisher Plow Spec: WESTERN PLOW 9 FOOT PRO PLUS
Plow Options 1: HANDHELD CONTROLS
Plow Options 2: INSTALL ULTRA MOUNT

Dump Body Type: Mark Three
Floor Length: 9' floor length
Hoist Type: Telescopic Hoist w/ Subframe
Cylinder Type: Double Acting
Body Material (Sides/ends): Stainless Steel Type Body Material
Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit
Grab Handle(s): (1) IDC supplied/installed grab handle (select type below)
Grab Handle 1 Type: SS 17" grab handle
Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)
Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)
Ladder Install Style (Dump) 1: 3 Step Pull Out
Ladder Install Loc 1 (Dump): Driver Side Front
Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt
Shovel Holder Loc (1): Driver side body
Sideboards: Wood (Un-Painted), supplied/installed by IDC
Sideboard Spec: 12X2X10FT HARDWOOD #164059 x1

Sideboard Notes:

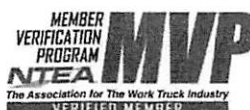
RIP SIDE BOARD IN HALF
Tarp Brand: US Tarp (order 86" c/s if using integral shield)
Tarp System: Electric Tarp, Straight Arms, w/ Wind Deflector
Tarp Material: Black Vinyl (Asphalt rated)
Tarp Length: 13' Body Length or Shorter (BV, US)
Fuel Fill Neck Mod, Ford/Dodge: Yes
Body Install Options 1: WELD HOOKS TO UNDER BODY 3 EACH SIDE #85799.304X6

Body Spec Notes:

ELECTRIC SWITCH FOR TARP TO BE INSTALLED ON SIDE OF HYDRAULIC
CONTROLS FLOOR BOX

Spreader Type: RTS
RTS Drive Type: Hydraulic Drive
RTS Spinner Configuration: Single Spinner Install
HYD QD Mount Brackets: Stainless Steel QD Mount in front of dump body bolster

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)
Mudflaps (Rear): Stationary w/o Logo
Mudflap Type (Rear): 36" Stationary, SS (No LOGO)
Fenders: 1 Ton, Poly Fenders, SS Mount





HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 3
Quote #146816
Rev #47

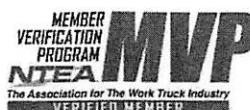
Pintle Plate: Yes (select from options below)
Pintle Plate Configuration: 1 Ton, 5/8" Plate, PH20 Holes (w/3LTC)
Pintle Plate D-Rings: Qty (2) 1" D-rings, 50 deg bend
Pintle Hook: 20 Ton
Trailer Plug (1): 7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)
Truck Wash: Complete Truck Wash/Clean/Vac 1
Warranty: Standard 1 Year Warranty
Inspection: Walk-around meeting only
Reflective Tape: Reflective Tape, Henderson Logo (60' Linear)
Install Touch-up: Basic Installation Touch-Up

Electrical: Yes (SELECT RELATED OPTIONS BELOW)
Power Distribution Panel: Power Distribution Panel
Misc Electrical Supplies: Req'd Misc Elect Supplies
Worklight(s) QTY: (QTY 1) Work Light (Select type below)
Worklight (1) Type: LED, Worklight, 4in Round (Optilux)
Worklight (1) Gen Location: Rear Spinner
Cabshield Warning Light Qty: Qty 6 Lights (Order Holes with Unit)
Cabshield Warning Lights: QTY 6, 6" LED Oval Strobes, Amber (order holes w/unit)
Cabshield Lighting Harness: Cabshield Warning Lights Only (qty 2-6)
Rear Dump Bolster (S/T/T): LED S/T/T/BU, MK3, Grote harness light kit
OEM Light Remount: Remount OEM Chassis Lights
Rear Dump Bolster Strobes: 6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)
Rear Dump Bolster Light Boxes: Single Oval, 6" SS Lightboxes, Pair, Externally Mounted
Back up alarm: Relocate chassis supplied b/u alarm (verify if incl w/ OEM)
Junction Box/Backup Alarm Bracket: Backup Alarm Bracket Installed
Backbone & Wire Standoffs: 10' Backbone (For SA)
Electrical Install Opt 1: LIGHT BOX TO BE INSTALLED ON SIDE OF CS WITH AMBER STROBE

Electrical Spec Notes:

Hydraulics: 1 ton package
Hydraulic System Type: Central Hydraulic System (Transmission Mnt)
System Spec/Quote: CERTIFIED POWER 18340043
Valve Enclosure Type: Supplied With Hydraulics
SS Tubing Upgrade: 1 Ton Kit (w/spreader)
Quick Coupler Upgrade: Standard Quick Couplers

Hydraulics Notes:





HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 4

- *CABLE CONTROL FOR DUMP FUNCTION
- *FREEDOM 2.1 WITH RAM MOUNT
- *SS VALVE ENCLOSURE/OIL RESERVOIR 20 GALLON
- *STAINLESS STEEL QUICK COUPLERS
- *HOT SHIFT PTO
- *PUMP SET GAS ENGINE

IDC Paint Location: IDC-OH

Undercoat: Undercoat (Body Underside & Chassis)

Paint Code & Color (from color charts):

Single Package: \$53,934.00

Package(s) : 1

Total: \$53,934.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com. Due to current raw material market conditions this quote includes a surcharge on Henderson equipment. Quotes exceeding the expressed quote validity date are subject to surcharge revisions.

Signed: _____

Date: _____

Quote notes:





TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2021-19
DATE: May 25, 2021

Subject Matter/Background

Ordinance 2012-20 (adopted March 27, 2012) established a Tax Increment Financing District, commonly referred to as the “Rye Beach TIF Area” that declared property improvements within the district exempt from real property taxation. Instead of paying property taxes, the property owners would make service payments to the City to support infrastructure investments in or around the Rye Beach area. The TIF included 79 parcels and approximately 375 acres. We found out that after the ordinance was adopted, the required DTE forms were not submitted to the Ohio Department of Taxation, and the Tax Commissioner had not formally approved that TIF, which means that TIF is not enforceable.

We have partnered with Bricker & Eckler out of Columbus, in addition to Seeley, Savidge, Ebert & Gourash Co., LPA to review that TIF paperwork to clean it up and update it so that it can be enforceable. Through that process, the number of parcels that will be included in this amendment to be presented to Council has been reduced, partly because some of the parcels are not eligible because they are City-owned or residential in use. The updated list is comprised of 52 parcels. If Ordinance 2021-19 is approved, we would file the requisite forms with the Ohio Department of Taxation so that we can begin receiving service payments to support future infrastructure investments in the area.

We have alerted the school system and put them on notice, as required. They are not required to take action because this is a non-schools TIF and their traditional revenue streams are not impacted.

Financial Review

If approved, the Finance Director will request Council approval to create a TIF fund in 2021 to account for the TIF proceeds and future disbursements of these proceeds for allowable uses. The City expects to collect TIF proceeds from these parcels on any past and future improvements beginning in 2021. Most of the major improvements from prior years are currently in 15-year tax abatements. Therefore, the City won't see much revenue until those abatements expire.

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 2021-19 would be in order.

[Ordinance No. 2021-19.docx](#)

[Ordinance No. 2021-19 Exhibit A.pdf](#)

ORDINANCE NO. 2021-19

Introduced by Joe Dike

AN ORDINANCE TO AMEND ORDINANCE 2012-4 IMPLEMENTING SECTIONS 5709.40 THROUGH 5709.43 OF THE OHIO REVISED CODE, TO AMEND AND CLARIFY THE CITY OF HURON'S DECLARATION OF IMPROVEMENTS TO SPECIFICALLY IDENTIFIED PARCELS OF REAL PROPERTY IS FOR A PUBLIC PURPOSE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council of the City of Huron (the "**City**") adopted Ordinance 2012-4 pursuant to Ohio Revised Code ("**R.C.**") Sections 5709.40, 5709.42 and 5709.43 (the "**TIF Act**") and under which the City determined one hundred percent (100%) of the increase in true value of certain parcels of real property to be a public purpose (the "**Original TIF Ordinance**"); and,

WHEREAS, the Original TIF Ordinance specifically identified 79 parcels of real property comprising 375.78 acres within the City, the improvements to which were a public purpose and therefore to be exempt from taxation (with said real property enumerated in Exhibit A of the Original TIF Ordinance and henceforth referred to herein as the "**Initial TIF'ed Property**"); and,

WHEREAS, pursuant to R.C. 5709.40(I), the City duly filed notice of its Original TIF Ordinance with the Director of the Ohio Development Services Agency, the latter of whom assigned it Development Services Agency TIF-designation ID 1374; and,

WHEREAS, in the ensuing period and upon review of its records, as well as those records kept and maintained by the Erie County Auditor and the State of Ohio Department of Taxation ("**OTAX**"), the City determined that neither the required DTE form nor any other applicable or required forms evidencing an application for exemption from real property taxation with respect to the Initial TIF'ed Property ever was filed by the City or by one or more owners of the Initial TIF'ed Property in accordance with R.C. 5709.911; and,

WHEREAS, there is no Ohio Tax Commissioner's Final Determination in place as to the Initial TIF'ed Property or in reference to the Original TIF Ordinance; and,

WHEREAS, in the concurrence of views held among the City, the Erie County Auditor, and OTAX, therefore, the Original TIF Ordinance granting an exemption from real property taxation neither was effectuated nor otherwise implemented and no such exemption has yet been put in place; and,

WHEREAS, the Initial TIF'ed Property, intended by this Council to be exempt from real property taxation, further included parcels that have since been determined by the City to be inapplicable under R.C. 5713.041 or otherwise not appropriate for the exemption contemplated under the Original TIF Ordinance; and,

WHEREAS, this Council desires to grant such exemption from real property taxation as was initially contemplated under the Original TIF Ordinance, and seeks to exempt only those

parcels of real property specifically enumerated in this Ordinance, which such list of parcels is intended by the Council to supersede and replace the Initial TIF'ed Property; and,

WHEREAS, this Council therefore desires to amend and clarify the language of the Original TIF Ordinance to, among other things, declare the improvement to certain parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, provide for the distribution of the applicable portion of such service payments to the City, local or exempted village school districts, establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of such service payments and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels for which improvements are declared to be a public purpose; and,

WHEREAS, notice of this Ordinance has been delivered to the Board of Education of the Huron City School District and the EHOVE Career Technical Planning Districts (the “**School Districts**”) in accordance with the requirements of R.C. Section 5709.83; and,

WHEREAS, in order to grant such an exemption as contemplated and desired by this Council under the Original TIF Ordinance to those parcels of real property located in the City that are applicable to and best-suited for such an exemption, as determined by the City, this Council desires to substantively amend the Original TIF Ordinance as set forth herein; and,

WHEREAS, it is necessary that this Ordinance take effect immediately upon its passage in order to facilitate development in a timely manner and for the immediate preservation of the public peace, property, health, and safety.

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

Section 1. Ordinance 2012-4 declaring improvements to certain parcels of real property located in the City to be a public purpose is hereby amended by this Ordinance.

Section 2. Section 1 of Ordinance 2012-4 is hereby amended and restated in whole, and is REPLACED by the following:

Authorization of TIF Exemption. Pursuant to and in accordance with the provisions of R.C. Section 5709.40(B), this Council hereby finds and determines that one hundred percent (100%) of the increase in assessed value of the parcels of real property located in the City and as specifically identified in **EXHIBIT A**, attached hereto and incorporated herein (collectively, the “**Property**”), subsequent to the effective date of this Ordinance (each of which increase in assessed value is an “**Improvement**” as defined in R.C. Section 5709.40(A)(4)) is a public purpose and is exempt from real property taxation, with respect to each parcel, for a period commencing on the first day of the tax year beginning after the effective date of this Ordinance in which there is an Improvement with respect to each such parcel and ending on the earlier of (a) thirty (30) years after such commencement, or (b)

the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and this Ordinance.

Section 3. That Section 7 of Ordinance 2012-4 is hereby amended and restated in whole, and is REPLACED by the following:

Filings with Ohio Development Services Agency. Pursuant to R.C. Section 5709.40(1), the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of Ohio Development Services within fifteen (15) days after its adoption. Further, on or before March 31 of each year that the TIF exemption set forth in Section 1 hereof remains in effect, the City Manager or other authorized officer of the City shall prepare and submit to the Development Services Agency the annual status report required thereunder.

Section 4. This Council hereby finds and determines that all formal actions taken relative to the passage of this Ordinance were taken in an open meeting of this Council, and all deliberations thereby of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public, with certain of such meetings as may have been conducted by teleconference, videoconference, or similar electronic technological means, as permitted by Amended Substitute House Bill 197 of the 133rd General Assembly of the State of Ohio, as amended, all in compliance with legal requirements including R.C. Section 121.22.

Section 5. 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 the policy adopted herein is needed for the protection and preservation of public funds; WHEREFORE, this Ordinance shall be in full force and effect from and immediately after its adoption and due authentication.

ADOPTED: _____

Sam Artino, Mayor

ATTEST: _____

Terri S. Welkener, Clerk of Council

EXHIBIT A
PARCEL LIST

**RECEIPT OF THE DIRECTOR OF DEVELOPMENT SERVICES FOR THE STATE OF
OHIO FOR LEGISLATION DECLARING CERTAIN IMPROVEMENTS TO REAL
PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION PURSUANT TO
OHIO REVISED CODE SECTION 5709.40**

I, _____, the Director of the Ohio Development Services Agency, hereby certify that a certified copy of Ordinance No. 2021-[___], which was duly adopted by the City Council of the City of Huron, Ohio (the "City") on _____, 2021, and which declared the improvement of certain real property located within the City to be a public purpose and declaring a portion of such property to be exempt from real property taxation pursuant to Ohio Revised Code Section 5709.40, was filed in this office on _____, 2021.

WITNESS my hand and official seal at Columbus, Ohio on _____, 2021.

Director,
Ohio Development Services
Agency

Table: Rye Beach TIF parcels (2021)

No.	Parcel No.	Owner	Address	Land Use*	Acres	Valuation 2012	Current Valuation	+/-	Improvements	Abatement Status
1	42-00093.000	Roland Schlessman Trustee		110	18.75	\$ 54,880	\$ 50,960	\$ (3,920)	N/A	N/A
2	42-00309.000	AMERICAN FREIGHTWAYS CORPORATION	1801 Sawmill Pkwy	482	6.86	\$ 556,940	\$ 522,370	\$ (34,570)	N/A	N/A
3	42-00475.000	SARATOGA OF OHIO LTD	1901 Sawmill Pkwy	482	3	\$ 285,560	\$ 278,160	\$ (7,400)	N/A	N/A
4	42-00476.000	Stankic Enterprises LLC	1808 Sawmill Pkwy	455	0.76	\$ 142,070	\$ 144,650	\$ 2,580	N/A	N/A
5	42-00477.000	Stankic Enterprises LLC		400	0.23	\$ 24,040	\$ 17,250	\$ (6,790)	N/A	N/A
6	42-00684.001	Humanetic Innovative Solutions Inc	900 University Dr	340	8.3579	\$ 4,045,019	\$ 4,121,450	\$ 76,431	N/A	2010 - 15 year
7	42-00826.000	J Conrad LTD	N/A	110	54.96	\$ 169,870	\$ 349,900	\$ 180,030	N/A	N/A
8	42-00918.000	Sawmill Realty Investors, LLC	1710 Sawmill Pkwy	350	4.9043	\$ 900,000	\$ 880,860	\$ (19,140)	N/A	N/A
9	42-01029.000	Huron Outdoor	1803 Sawmill Pkwy	499	2.86	\$ 540,980	\$ 690,490	\$ 149,510	2018 - Addition	N/A
10	42-01048.000	DOM AND NATE LTD	1813 Sawmill Pkwy	310	0	\$ 273,650	\$ 239,870	\$ (33,780)	N/A	N/A
11	42-01049.000	DOM AND NATE LTD	N/A	400	1.88	\$ 114,680	\$ 141,000	\$ 26,320	N/A	N/A
12	42-01416.000	ZEIGER SANDRA R TRUSTEE		499	1.06	\$ 290,920	\$ 278,440	\$ (12,480)	N/A	N/A
13	42-01416.001	LAW BROTHERS AUTO BODY INC	1809 Sawmill Pkwy	455	1.16	\$ 288,620	\$ 303,740	\$ 15,120	N/A	N/A
14	42-01417.000	ZEIGER SANDRA R TRUSTEE		480	0	\$ 173,090	\$ 170,500	\$ (2,590)	N/A	N/A
15	42-01799.000	Mihalek Daniel and Lori		480	0	\$ 126,600	\$ 150,030	\$ 23,430	N/A	N/A
16	42-01894.000	Curtis and Carolyn Boger	N/A	110	28.67	\$ 17,850	\$ 68,040	\$ 50,190	N/A	N/A
17	42-01895.000	[blank]					\$ -			
18	42-01896.000	Roland Schlessman Trustee		110	51.3	\$ 154,280	\$ 133,280	\$ (21,000)	N/A	N/A
19	42-01928.000	FAIR PROPERTIES OF THE NORTH COAST LLC	1705 Sawmill Pkwy	499	2.084	\$ 387,750	\$ 376,860	\$ (10,890)	N/A	N/A
20	42-01952.000	[blank]								
21	42-01952.001	NICE BARN LLC	1529 Sawmill Pkwy	499	2.318	\$ 182,440	\$ 200,020	\$ 17,580	N/A	N/A
22	42-01952.002	THREE SEASONS PARTNERS LLC	1611 Sawmill Pkwy	499	0.877	\$ 480,030	\$ 495,400	\$ 15,370		
23	42-01952.003	SENTZEL ALBERT A & CHRISTINE M JACHYM	1535 Sawmill Pkwy	499	2.55	\$ 258,300	\$ 309,390	\$ 51,090	N/A	N/A
24	42-01952.004	THREE SEASONS PARTNERS LLC	1605 Sawmill Pkwy	499	0.6841	\$ 223,200	\$ 268,770	\$ 45,570		
25	42-01952.005	THREE SEASONS PARTNERS LLC	1611 Sawmill Pkwy	499	0.8012	\$ 210,860	\$ 220,300	\$ 9,440		
26	42-01952.006	THREE SEASONS PARTNERS LLC	1611 Sawmill Pkwy	456	0.5538	\$ 5,790	\$ 38,290	\$ 32,500		
27	42-01952.007	THREE SEASONS PARTNERS LLC	1611 Sawmill Pkwy	400	1.104	\$ 168,090	\$ 1,728,160	\$ 1,560,070	2018 - Addition	2018 - 15 year (75%)
28	42-01972.000	Helen Knapke	1003 Rye Beach	110	24.65	\$ 71,980	\$ 72,960	\$ 980	N/A	N/A
29	42-01972.002	GDM Properties LLC	912 University Dr	340	2.0519	\$ 332,680	\$ 427,120	\$ 94,440	N/A	N/A
30	42-01972.004	Vacationland Federal Credit Union	2402 University Dr.	445	2.25	\$ 157,580	\$ 350,690	\$ 193,110	???	N/A
31	42-01972.005	Huron Corporate Park LLC	2316 E University Dr	400	2.4	\$ 38,300	\$ 72,000	\$ 33,700	N/A	N/A
32	42-01972.006	Anglin LLC	2320 University Dr	442	2.228	\$ 35,480	\$ 456,960	\$ 421,480	2015 - New Construction	2015 - 15-year (75%)
33	42-01972.007	DJ CLARK LLC	909 University Dr.	447	2	\$ 403,200	\$ 2,072,890	\$ 1,669,690	2015 - New Construction	2015 - 15-year (75%)
34	42-01972.008	Horvath Realty Group LLC	911 University Dr S	447	2.11	\$ 33,790	\$ 220,470	\$ 186,680	2012 - New Construction	
35	42-01972.010	Central Ohio Paper and Packaging	2350 University Dr	480	5.88	\$ -	\$ 2,765,250	\$ 2,765,250	2015 - New Construction	2015 - 15-year (75%)
36	42-01972.011	Huron Corporate Park LLC	2300 University Dr E	499	18.68	\$ 0	\$ 501,4510	\$ 5,014,510	2019 - New Construction	N/A
37	42-01973.000	Helen Knapke	1002 Rye Beach	111	6.85	\$ 180,470	\$ 187,140	\$ 6,670	N/A	N/A
38	42-01997.000	STANKIC ENTERPRISES LLC		482	3.47	\$ 327,280	\$ 347,200	\$ 19,920	N/A	N/A
39	42-02021.000	Ardagh Metal Beverage USA Inc	1608 Sawmill Pkwy	330	69.771	\$ 5,105,850	\$ 5,312,620	\$ 206,770	N/A	N/A
40	42-02021.001	Robert Herbst Jr.		455	1	\$ 114,670	\$ 111,010	\$ (3,660)	N/A	N/A
41	42-02021.002	Ardagh Metal Beverage USA Inc	Sawmill Pkwy	300	1	\$ 71,250	\$ 75,000	\$ 3,750	N/A	N/A
42	42-02023.000	Aldridge Boutique LLC	1708 Sawmill Pkwy	499	6	\$ 434,020	\$ 425,160	\$ (8,860)	N/A	2021 - 15 year (75 / 50 / 25)
43	42-02043.000	S Crooks LLC	2501 Sawmill Pkwy	430	2.24	\$ 258,870	\$ 135,000	\$ (123,870)	N/A	N/A
44	42-02043.001	2401 SAWMILL PROPERTIES LTD	2401 Sawmill Pkwy	425	2.8	\$ 790,700	\$ 501,800	\$ (288,900)	N/A	N/A
45	42-02043.002	Yellow Dog LTD	Sawmill Pkwy	425	3.1994	\$ 172,460	\$ 172,460	\$ -	New Construction - 2021	2020 - 15-year (75 / 50 / 25)
46	42-02043.005	S Crooks LLC	Sawmill Pkwy	499	2	\$ 123,590	\$ 67,200	\$ (56,390)	N/A	N/A
47	42-02069.000	Francis Bradley J	618 Rye Beach	482	5.4644	\$ 261,260	\$ 279,580	\$ 18,320		
48	42-02070.000	Stankic Enterprises LLC		100	5.2309	\$ 16,320	\$ 34,920	\$ 18,600	N/A	N/A
49	42-02070.001	Kevin Fahey		455	3.7972	\$ 11,930	\$ 178,440	\$ 166,510	2014 - New Construction	N/A
50	42-04054.000	Neilson Property LTD	660 Rye Beach Road	435	2.765	\$ 452,560	\$ 482,850	\$ 30,290	N/A	N/A
51	42-04054.001	S Crooks LLC	608 Rye Beach Road	499	2.346	\$ 721,740	\$ 1,555,170	\$ 833,430	Addition - 2017	2017 - 15 Year (75%)
52	42-0684.000	[blank]					\$ -			

* R.C. Section 5713.041 requires county auditors classify real property according to principal use. Read in conjunction with O.A.C. Rule 5703-25-10, which provides the respective land use 3-digit codes. Rye Beach TIF to exempt those parcels with TIF-eligible land use codes.