



Joe Dike	Joel Hagy	Monty Tapp	Mark Claus	Sam Artino	William Biddlecombe	Matt Grieves
Councilmember	Councilmember	Mayor	Vice-Mayor	Councilmember	Councilmember	Councilmember

CITY COUNCIL — REGULAR COUNCIL MEETING

Tuesday, January 11, 2022 @ 6:30 PM

City Council Chambers

417 Main Street

Huron, Ohio 44839

LIVESTREAM MEETING INFORMATION *This regular meeting of Council will be conducted in person in Council Chambers at Huron City Hall and live-streamed on the City of Huron's YouTube channel. The public is free to observe and hear the discussions and deliberations of all members of City Council via the following link: <https://www.youtube.com/channel/UCpRAV-AnmIA6lfukQzKakQg>*

I. Public Hearing

I.a Call to Order - Moment of Silence and Pledge of Allegiance to the Flag

I.b Roll Call of City Council

I.c Swear in Witness

I.d Public Hearing on the City of Huron's application to rezone the ConAgra Site (PPN: 42-61270.001) from General Industrial (I-2) to Mixed Use - Granary District (MU-GD).

I.e Motion to Approve/Amend/Deny the City's application to rezone the ConAgra Site (PPN: 42-61270.001) from I-2 General Industrial to MU-GD Multi-Use Granary District.

I.f Adjourn Public Meeting

II. Call To Order - Regular Meeting of Council

III. Roll Call of City Council

IV. Approval of Minutes

IV.a Minutes of the regular meeting of Council of November 23, 2021.

V. Audience Comments Citizens may address their concerns to City Council. Please state your name and address for the recorded journal. (3-minute time limit)

VI. Old Business

VII. New Business

VII.a Ordinance No. 2021-48

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

VII.b Ordinance No. 2022-1

An ordinance ratifying the Community Reinvestment Area Agreement with Ardagh Metal Beverage USA Inc.

VII.c Ordinance No. 2022-2

An ordinance amending Codified Ordinance Section 161.04(a) - Position & Salary Schedule.

VII.d Ordinance No. 2022-3

An ordinance amending Codified Ordinance Section 161.04.1 - Salaries of the Law Director, Finance Director, Service Director, Fire Chief and Police Chief.

VII.e Ordinance No. 2022-4

An ordinance amending the Traffic Control Map and the Traffic Control File regarding the final striping plan and signage for the US Route 6 bicycle lanes between Berlin Road and Williams Street.

VII.f Ordinance No. 2022-5

An ordinance amending Appendix A to Chapter 1127 to address dwelling units in commercial buildings, to permit transient rentals, to conditionally permit outdoor displays or sales, and to permit places of worship/churches in mixed-use zoning districts.

VII.g Ordinance No. 2022-6

An ordinance rezoning the ConAgra Site (PPN: 42-61270.001) from zoning district I-2 (General Industrial) to zoning district MU-GD (Multi-Use Granary District).

VII.h Resolution No. 1-2022

A resolution authorizing ODOT to perform guardrail upgrades on US 6 between Shawnee Place and Kiwanis Avenue, on US 6 between Eagle Ridge Drive and Newport Drive, and on State Route 13 at SLM 6.97 and 7.09 (guardrail that crosses over Mud Brook Creek).

VII.i Resolution No. 2-2022

A resolution authorizing ODOT to perform route sign replacement on ERI State Route 0002 SLM 15.97 to SLM 17.30.

VII.j Resolution No. 3-2022

A resolution authorizing the Ohio Department of Transportation to perform upgrades to the navigational lights on US 6 over the Huron River in 2023.

VII.k Resolution No. 4-2022

A resolution authorizing the City Manager to execute a School Compensation Agreement by and among the City, the Huron City School District and Ardagh Metal Beverage USA Inc.

VII.l Resolution No. 5-2022

A resolution authorizing the City Manager to enter into a School Compensation Agreement with EHOVE Career Center and Ardagh Metal Beverage USA Inc.

VII.m Resolution No. 6-2022

A resolution ratifying an agreement with the Erie County Sheriff's Department for the provision of dispatch services.

VII.n Resolution No. 7-2022

A resolution authorizing a Agreement with the International Association of Fire Fighters/Huron Local 4168.

VII.o Resolution No. 8-2022

A resolution ratifying execution of a Memorandum of Understanding extension for negotiation of a Collective Bargaining Agreement with the American Federal of State, County and Municipal Employees, AFL-CIO OC 8/Local 2024.

VII.p Resolution No. 9-2022

A resolution authorizing a Collective Bargaining Agreement with the American Federal of State, County and Municipal Employees, AFL-CIO OC 8/Local 2024.

VII.q Resolution No. 10-2022

A resolution authorizing a School Compensation Agreement between the City of Huron and the Huron City School District (relating to Sawmill Creek TIF).

VII.r Resolution No. 11-2022

A resolution authorizing a School Compensation Agreement with EHOVE Career Center. (relating to Sawmill Creek TIF).

VII.s Resolution No. 12-2022

A resolution authorizing a School Compensation Agreement between the City of Huron and the Huron City School District (relating to ConAgra TIF).

VII.t Resolution No. 13-2022

A resolution authorizing a School Compensation Agreement with EHOVE Career Center (relating to ConAgra TIF).

VII.u Resolution No. 14-2022

A resolution amending Resolution 2010-46 authorizing an agreement with the Army Corps of Engineering pertaining to a 25-Year Parks and Recreation Lease for public use of the US West Pier in the City of Huron.

VII.v Resolution No. 15-2022

A resolution authorizing a Service Employment Agreement between the City of Huron, Ohio and Police Chief Robert J. Lippert through December 31, 2022.

VII.w Resolution No. 16-2022

A resolution authorizing an agreement with Engineered Process Systems, Ltd. for the provision of electric engineering and project coordination services relating to the Huron Public Power Expansion Project.

VIII. Board and Committee Appointments

VIII.a Motion filling open Board and Committee Positions.

VIII.b Motion reappointing Boards and Commissions members having 2021 expiring terms.

VIII.c Motion appointing Huron City Council Members to Boards and Committees.

IX. City Manager's Discussion

X. Mayor's Discussion

XI. For the Good of the Order

XII. Executive Session(s)

XIII. Adjournment



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Public Hearing on the City of Huron's application to rezone the ConAgra Site (PPN: 42-61270.001)
from General Industrial (I-2) to Mixed Use - Granary District (MU-GD).
DATE: January 11, 2022

[ConAgr ReZoning Application Packet.pdf](#)

City of Huron
Planning and Zoning Department
417 Main St. Huron, Ohio 44839
P: 419-433-5000
F: 419-433-5120



**RE-ZONING PROCEDURE
OUTLINE AND APPLICATION
Codified Ordinance Section 1131.03**

When a completed application is received by the Zoning Department for a re-zoning within the City of Huron, the City Council will be notified at their next regularly scheduled meeting. City Council shall refer the matter to the Planning Commission for their review, consideration, and recommendation to the City Council. The Planning Commission shall be given at least thirty (30) days to report their findings and recommendation on the matter back to the City Council. The City Council shall then schedule a Public Hearing on the matter for their final decision and action on the application.

The following schedule and time table shall serve as a guideline:

1. Completed application, data, and fee received by the Zoning Department
2. A notification is submitted to the City Council at their next regularly scheduled meeting.
3. Notifications are sent out to the parties of interest as required in Section 1131.03 of the Codified Ordinances at least twenty (20) days before the Planning Commission considers the matter.
4. Planning Commission consideration and recommendation to the City Council (at least thirty (30) days from their (Planning Commission's receipt of the application).
5. Report and recommendation to the City Council at their (City Council's) next regularly scheduled meeting
6. City Council Public Hearing (at least thirty (30) days from their receipt of Planning Commission's recommendation)
7. City Council's final action on the request.

CITY OF HURON
APPLICATION TO RE-DISTRICT PROPERTY
(Type or Print)

Date Received: _____

Location: _____

Legal Description of Subject Property:

Property Owner: _____

Address: _____

Applicant: (Name & Address - if different from the property owner)

Current Zoning District of Subject Property: R-1 ☐ R-2 ☐ R-3 ☐

B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐

Other: _____

Proposed Zoning District of Subject Property:

R-1 ☐ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐

Other: _____

**CITY OF HURON
RE-DISTRICT APPLICATION**

Is the applicant represented by legal counsel? Yes ☐ No ☐

If Yes, Counsel's Name and Address: _____

Counsel's Contact Number: (_____) - _____

Property Location

Was a re-zoning request ever submitted for this property? Yes ☐ No ☐

If Yes, give date: _____

Owner or Authorized Representative: _____

The following information must be attached to this application:

1. A map of the subject property. (Maximum size-11" x 17")
2. A map of the subject property in relation to the adjoining properties.
(Maximum size-11" x 17")
3. A complete list of the names and current address of all properties owners within 150' of the exterior boundaries of the subject property.
4. A letter, signed by the owner of the property, requesting the re-zoning, designating the current zoning district and the proposed zoning district.
5. A \$250.00 filing fee drafted to the City of Huron. (Section 1321.12 (c))

DO NOT WRITE BELOW THIS LINE

Date Completed Application Received: _____

Zoning Department Representative: _____

Date Submitted to City Council: _____

Date Submitted to Planning Commission: _____

Erie County GIS



Notes

CONAGRA PARCEL 42-61270.001

1127.09 MIXED USE - GRANARY DISTRICT (MU - GD).

Building Standards, Lot Standards, and Setback Requirement for the Mixed-Use Granary District:

Building Standards: MU-GD Schedule 1127.09	
District Standards	
District size, min. (acres)	5
Lot Standards	
Lot area, min. (sq. ft.)	N/A
Lot area, max. (sq. ft.)	N/A
Lot width, min. (ft.)	40
Lot coverage, min. (%)	50%
Lot coverage, max. (%)	100%
Setback	
Front, min. (ft.)	0
Front, max. (ft.)	50
Side, min. (ft.)	0
Side, max. (ft.)	50
Rear, min. (ft.)	0
Rear, when abutting R zoned district	15

Building Standards	
Height, max. (ft.)	75 ft. Parapet wall allowed to exceed height by 4 ft.
Gross Floor Area Maximum, Commercial (sq. ft.)	25,000
Residential Density, Dwelling Units per acre	50
Gross Floor Area Minimum, Residential Dwelling Unit (sq. ft.)	700
Note: Residential adjacency standards apply and may affect setback and building height design features.	

- (a) Building Siting and Orientation. Buildings shall be oriented in the most logical manner dependent upon the layout of the development as a whole. Elements such as proximity and vantage point of the river and lake, proximity to streets and ways, and access of public walks and other pedestrian amenities shall be taken into account. Buildings shall be oriented in a way to promote a fluid flow of traffic, both vehicular and pedestrian-based.
 - (1) Entrance orientation. Entrances shall be clearly visible and identifiable from the street and delineated with elements such as roof overhangs, recessed entries, landscaping, or similar design features. The primary entrance must be placed along the frontage of any pedestrian or vehicular way. A secondary entrance is permitted in the case that the respective side of a building is adjacent to the waterfront and must also be identifiable by architectural design treatment.
- (b) Uses. Permitted, conditional, and accessory uses may occur within each building type as specified in Appendix A, Permitted Uses.
- (c) Parking.
 - (1) This district is intended to promote pedestrian and bicycle access, with as little space taken up by parking surface area as possible ensuring quality urban design. Therefore, the incorporation of jointly used parking structures shall be utilized as part of a general development concept.
 - (2) Required spaces. The spaces within the district shall be determined based on the schedule set forth in Chapter 1133 Off-street Parking and Loading Regulations. In order to foster more dense development, the use of parking structures is permitted.
- (d) Signs. The installation and maintenance of signage shall be done in accordance with Chapter 1129 Sign Regulations and the provisions of this Chapter. Additional regulations include the following:
 - (1) Pole signs are prohibited.

- (2) Wall and projecting signs are encouraged. Projecting signs may be up to ten (10) feet in height on one-story buildings and fifteen (15) feet in height on two (2) or more story buildings. Signs must not project further than five (5) feet from the part of the building the sign is affixed to. All projecting signs shall be placed so that the base of the sign is at least ten (10) feet above ground level, except when the projecting sign is located above a landscaped area or other area that does not permit pedestrian or vehicular traffic beneath the sign, in which case the sign must be placed so that the base of the sign is at least six (6) feet above ground level.
- (e) Landscaping. The installation and maintenance of landscaping materials shall be done in accordance with Chapter 1131 Landscape Requirements.
- (f) Sidewalks and Pedestrian Amenities. Pedestrian circulation shall be addressed with the use of sidewalks and other modes of internal connections. Each general development concept within this district, shall have a pedestrian amenities plan. The plan shall include the following:
 - (1) Interconnected pedestrian plan that allows for continuous access to all uses within the development area.
 - (2) Indication of surface materials being used, which shall include visually attractive and durable, low-maintenance surface materials such as pavers, brick, or concrete.
 - (3) Streetscape design features shall be incorporated, including decorative lighting, benches, landscape materials and shade trees, and other architectural features highlighted within the Master Plan.
 - (4) Design specifications for all pedestrian amenities. Perimeter paths and pedestrian walkways should be a minimum of six (6) feet wide. Interior paths and pedestrian walkways shall be a minimum of four (4) feet wide, except when along the frontage of a building or structure which encompasses the main entrance, in which case the walkway shall be six (6) feet in width.
- (g) Greenspace and Public Amenities. Areas of lawn, trees, and other vegetation or artistic architectural structures set apart for passive recreational use or aesthetic purposes must be provided as part of a general development concept.
 - (1) Requirements. A minimum of two thousand (2,000) square feet of public greenspace must be provided for every one (1) acre of development.
 - (2) Design. Creativity is strongly encouraged within greenspace areas.
 - (3) Location. Ten percent (10%) of the green space shall be adjacent to the water front in order to maintain public access to the water front.
- (h) Internal Streets and Vehicular Circulation. Internal streets shall be constructed with curbs to define the limits of the roadway. Internal streets shall be constructed in the same manner as specified by the Thoroughfare Plan: Neighborhood Link. Streets shall be laid out in a system designed to minimize pedestrian and vehicular conflicts and to promote the fluid flow of traffic.
- (i) Lighting. Lighting shall be installed using a combination of attractively designed fixtures of varying heights throughout the development, including along pedestrian ways, along streets, and within parking areas to provide a safe, secure, and aesthetically pleasing development. Lighting within the district shall be employed in such a manner as to prevent glare or direct light onto adjacent residential property.

- (j) Curb Cuts and Access Points. This district should be developed and planned with prioritization placed on pedestrian and bicycle traffic, with curb cuts and access points segregated as much as possible. (Ord. 2015-7. Passed 8-25-15.)

1127.10 VARIATIONS TO AN APPROVED GENERAL DEVELOPMENT CONCEPT.

(a) Minor Variations. Minor variations from an approved General Development Concept may be approved by the Planning Commission upon finding that the variations are generally in keeping with the spirit and concept of the approved General Development Concept, in accordance with the conditions required by the City Council in its approval, and in accordance with the requirements of this Chapter. For the purposes of this Section, a minor variation shall include:

- (1) Small, incidental alterations to the location or number of spaces in off-street, surface parking lots.
- (2) Small, incidental construction of accessory structures;
- (3) Incidental increases/decreases in the square footage of principal buildings. Any increase in the overall number of permitted dwelling units shall not be considered a minor variation;
- (4) Minor alterations in the placement of dwelling units within a phase of the overall project;
- (5) Minor design modifications that will have no discernible impact on neighboring properties, the public, or those intended to occupy or use the proposed development.

(b) Other than Minor Variations. All variations contained on a development plan that are not described in this chapter shall be reviewed by the Planning Commission. If the Planning Commission finds that such variations are generally in keeping with the spirit and concept of the approved General Development Concept, in accordance with any required conditions, and in accordance with the requirements of this Chapter and this Code, the Planning Commission shall approve such variations.

(c) If approval of any variations to a General Development Concept result in a necessary change to existing zoning or previously authorized development agreements, the Planning Commission must forward the revised General Development Concept and any relevant zoning amendments or revised development agreements to City Council for review and approval.

(d) Upon receiving a recommendation from the Planning Commission for approval of any zoning amendments or development agreements necessary for the proper execution of a revised General Development Concept, the City Council will review the General Development Concept. Any zoning amendments shall be done in accordance with procedures spelled out within section 1139.03 of the Huron Planning and Zoning Code. Any development agreements shall be authorized in the manner of a Resolution.

(e) Failure on the part of the Developer to conform to said plans included within the General Development Concept, and/or applicable Municipal requirements and/or the terms and conditions of the City's approval shall be grounds for action by the City.

(f) Amendments to a General Development Concept. Amendments to a General Development Concept, whether by the original applicant or subsequent applicants, shall be submitted and reviewed in accordance with procedures set forth in this Chapter regarding Conformity to Standards, General Development Concepts, and Procedures for Approval. (Ord. 2015-7. Passed 8-25-15.)

Appendix A - Permitted Uses

Use	MU-RFD	MU-CD	MU-GD
Residential and Lodging			
A. Single-family dwellings	NP	NP	NP
B. Townhouses, stacked or otherwise	P	P	P
C. Dwelling units on the first floor of a building	NP	NP	NP
D. Dwelling units above the first floor of a building	P	P	P
E. Hotel, 16 or fewer guest rooms	P	NP	P
F. Hotel, greater than 16 guest rooms	P	P	P
G. Bed and Breakfast	P	NP	NP
Office and Professional Services			
A. Administrative, business and/or professional office	P	P	P
B. Bank and other financial institutions (not payday loan centers)	P	P	P
C. Medical or Dental Office	NP	P	P
D. Medical, Dental or Health Services Clinic (Definition examples)	NP	P	P
E. Veterinary service clinics	NP	NP	NP
Retail, Entertainment and Services			
A. Retail establishments	P	P	P
B. Restaurant, indoor seating	p	P	P
C. Restaurant, outdoor seating	P	P	P
D. Drive-thru facility	NP	NP	NP
E. Bars and Taverns	P	P	P
F. Artisan studios, photography shops, and art galleries	P	P	P
G. Grocery Stores	NP	NP	NP
H. Anchor or box retail	NP	NP	P
I. Outdoor displays or sales	C	C	P
J. Service establishment, personal	P	P	P
K. Bakery	P	P	P
L. Farmers Market or open air market	P	C	C
M. Breweries, distilleries, wineries and associated tasting rooms	P	P	P
N. Strip center development	NP	NP	NP

Entertainment - Recreation			
A. School, specialty or personal instructor	P	P	P
B. Theater, indoor	P	P	P
C. Assembly hall, membership club, conference center	P	P	P
D. Public park or playground area	P	P	P
E. Accessory outdoor recreational facilities	P	NP	P
F. Bowling alleys	P	NP	P
Community and Civic Facilities/Other			
A. Places of worship/Church	P	P	NP
B. Library	P	P	NP
C. Cultural institution	P	P	NP
D. Governmental offices	P	P	NP
E. Parking surface area	P	P	P
F. Parking structure	P	P	P

(Ord. 2015-7. Passed 8-25-15.)



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2021-48
DATE: January 11, 2022

Subject Matter/Background

Ordinance No. 2021-48 requests the Council's authorization for changes to the final 2021 annual budget appropriations. Please refer to Exhibit "A" of the ordinance for the detailed breakdown.

Financial Review

See Exhibit "A" for financial review and details of cash transfer, supplemental appropriations and increase in estimated resources and budget transfers.

Legal Review

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

Recommendation

The Council should consider a motion adopting Ordinance No. 2021-48 as presented in order to maintain budgetary compliance.

[Ordinance No. 2021-48.doc](#)

[Ordinance 2021-48 Exhibit A.pdf](#)

ORDINANCE NO. 2021-48

Introduced by Joel Hagy

AN ORDINANCE AMENDING ORDINANCE NO. 2020-34, ADOPTED DECEMBER 8, 2020, TO PROVIDE FOR SUPPLEMENTAL APPROPRIATIONS FROM THE GENERAL FUND AND OTHER FUNDING SOURCES, AN INCREASE IN ESTIMATED RESOURCES, AND CASH TRANSFERS BETWEEN FUNDS.

WHEREAS, pursuant to Ordinance No. 2020-34, adopted December 8, 2020, Huron City Council adopted the annual budget for the fiscal year ending December 31, 2021 for the operations of all City departments and offices; and

WHEREAS, Council has established various funds for the financial operation of the City, and through the current fiscal year certain funds have been determined to have insufficient funds and certain funds have been determined to have excess funds; and

WHEREAS, it is necessary to amend the budget to reflect appropriation transfers, supplemental appropriations and an increased in estimated resources, and to approve cash transfers between funds to accommodate the operational needs of certain City departments and offices and to assure all funds of the City are in proper balance.

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

SECTION 1. That Exhibit "A" of Ordinance No. 2020-34, adopted on the December 8, 2020, as amended by Ordinance No. 2021-2 adopted on January 26, 2021, as amended by Ordinance No. 2021-10 adopted on March 9, 2021, as amended by Ordinance No. 2021-11 adopted on April 13, 2021, as amended by Ordinance No. 2021-17 adopted on April 27, 2021, as amended by Ordinance 2021-20 adopted on June 22, 2021, as amended by Ordinance No. 2021-28 adopted on July 27, 2021, as amended by Ordinance No. 2021-34 adopted on September 14, 2021, as amended by Ordinance No. 37-2021 adopted on October 26, 2021, and as amended by Ordinance No. 2021-40 adopted on November 23, 2021, as amended by Ordinance No. 2021-45 adopted on December 14, 2021, is hereby amended to provide for supplemental appropriations, appropriation transfers, an increase in estimated resources, and to make cash transfers between funds as to each fund set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That the Director of Finance and the City Manager are hereby authorized to expend the funds herein appropriated for the purpose of paying the operating expenses of the City for the fiscal year ending December 31, 2021, and to make the necessary entries on the accounting records of the City to reflect the appropriations and expenditures herein authorized, and to make cash transfers between and among those certain funds of the City to properly balance the various funds of the City.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

SECTION 4. That in accordance with Section 3.06 of the Charter of the City of Huron, appropriation ordinances shall take effect immediately.

WHEREFORE, this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____.

CITY OF HURON BUDGET APPROPRIATION ADJUSTMENTS SUMMARY SHEET
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DATE: 12/28/2021
ORDINANCE: 2021-48

Appropriation Measure and Increase in Estimated Resources

Reason for Appropriation Measure and Increase in Estimated Resources

In order to ensure the City is in compliance with State law, expenditures plus encumbrances cannot exceed total appropriations (budget) per fund at the end of the year - the following appropriation measures are necessary. The appropriation adjustments on the following pages are budget transfers among City funds and account line items to align appropriations with actual expenditures plus encumbrances for 2021. Budget transfers result in a net reduction of approximately \$256,000 to total appropriations for the City in 2021. This is mostly due to the Electric Fund. Appropriations were reduced since Huron Public Power locked in a long term rate for the purchase of Mucci's power.

In accordance with the Ohio Revised Code, Council must approve supplemental appropriations, budget transfers above the City's legal level of control, and amendments to estimated resources.

FINAL APPROPRIATIONS 2021

GENERAL FUND

110

Police Department	Current	Adjustment	Final
Personnel Services	\$ 1,267,644	\$ -	\$1,267,644
Other Expenses	\$ 136,496	\$ -	\$ 136,496
Department Total:	\$ 1,404,140	\$ -	\$ 1,404,140
Police and Fire Communications	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 61,000	\$ -	\$ 61,000
Department Total:	\$ 61,000	\$ -	\$ 61,000
Building and Inspections	Current	Adjustment	Final
Personnel Services	\$ 149,809	\$ -	\$ 149,809
Other Expenses	\$ 332,450	\$ -	\$ 332,450
Department Total:	\$ 482,259	\$ -	\$ 482,259
Information Technology	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 30,000	\$ -	\$ 30,000
Department Total:	\$ 30,000	\$ -	\$ 30,000
City Manager	Current	Adjustment	Final
Personnel Services	\$ 55,654	\$ -	\$ 55,654
Other Expenses	\$ 5,100	\$ -	\$ 5,100
Department Total:	\$ 60,754	\$ -	\$ 60,754
Human Resources	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 1,100	\$ 2,000	\$ 3,100
Department Total:	\$ 1,100	\$ 2,000	\$ 3,100
Finance Department	Current	Adjustment	Final
Personnel Services	\$ 80,238	\$ -	\$ 80,238
Other Expenses	\$ 11,700	\$ -	\$ 11,700
Department Total:	\$ 91,938	\$ -	\$ 91,938
Income Tax Department	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 102,000	\$ -	\$ 102,000
Department Total:	\$ 102,000	\$ -	\$ 102,000

FINAL APPROPRIATIONS 2021

Law Director	Current	Adjustment	Final
Personnel Services	\$ 29,238	\$ 500	\$ 29,738
Other Expenses	\$ 100,000	\$ -	\$ 100,000
Department Total:	\$ 129,238	\$ 500	\$ 129,738
City Council	Current	Adjustment	Final
Personnel Services	\$ 60,987	\$ -	\$ 60,987
Other Expenses	\$ 11,000	\$ -	\$ 11,000
Department Total:	\$ 71,987	\$ -	\$ 71,987
Municipal Court	Current	Adjustment	Final
Personnel Services	\$ 275,593	\$ -	\$ 275,593
Other Expenses	\$ 22,150	\$ -	\$ 22,150
Department Total:	\$ 297,743	\$ -	\$ 297,743
Public Buildings	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 93,090	\$ -	\$ 93,090
Department Total:	\$ 93,090	\$ -	\$ 93,090
Administrative Support	Current	Adjustment	Final
Personnel Services	\$ 150	\$ -	\$ 150
Other Expenses	\$ 500,101	\$ -	\$ 500,101
Department Total:	\$ 500,251	\$ -	\$ 500,251
Operating Transfers Out	Current	Adjustment	Final
Transfers Out	\$ 1,776,479	\$ -	\$ 1,776,479
Advances Out	\$ -	\$ -	\$ -
Department Total:	\$ 1,776,479	\$ -	\$ 1,776,479
Total GENERAL FUND:	\$ 5,101,979	\$ 2,500	\$ 5,104,479
SPECIAL WARRANTS	111		
	Current	Adjustment	Final
Personnel Services	\$ 3,242	\$ -	\$ 3,242
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total SPECIAL WARRANTS:	\$ 3,242	\$ -	\$ 3,242
GARBAGE, RECYCLING, YARD WASTE FUND	201		
	Appropriation	Adjustment	Final

FINAL APPROPRIATIONS 2021			
Personnel Services	\$ 40,684	\$ -	\$ 40,684
Other Expenses	\$ 833,690	\$ -	\$ 833,690
Transfers Out	\$ -	\$ -	\$ -
Total GARBAGE, RECYCLING, YARD WASTE FUND:	\$ 874,374	\$ -	\$ 874,374
PROPERTY MAINTENANCE FUND		202	
	Appropriation	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 14,407	\$ -	\$ 14,407
Transfers Out	\$ -	\$ -	\$ -
Total PROPERTY MAINTENANCE FUND:	\$ 14,407	\$ -	\$ 14,407
PARKS AND RECREATION FUND		207	
	Appropriation	Adjustment	Final
Personnel Services	\$ 408,736	\$ -	\$ 408,736
Other Expenses	\$ 251,170	\$ -	\$ 251,170
Transfers Out	\$ 20,000	\$ -	\$ 20,000
Total PARKS AND RECREATION FUND:	\$ 679,906	\$ -	\$ 679,906
PARKS FUND		208	
	Current	Adjustment	Final
Personnel Services	\$ 6,404	\$ -	\$ 6,404
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ 204,962	\$ -	\$ 204,962
Total PARKS FUND:	\$ 211,366	\$ -	\$ 211,366
RECREATION FUND		209	
	Current	Adjustment	Final
Personnel Services	\$ 4,773	\$ -	\$ 4,773
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ 128,455	\$ -	\$ 128,455
Total RECREATION FUND:	\$ 133,228	\$ -	\$ 133,228
BOAT BASIN		210	
	Current	Adjustment	Final
Personnel Services	\$ 46,651	\$ -	\$ 46,651
Other Expenses	\$ 77,373	\$ -	\$ 77,373
Transfers Out	\$ -	\$ -	\$ -
Total BOAT BASIN:	\$ 124,024	\$ -	\$ 124,024
HURON PARKS FOUNDATION		211	
	Current	Adjustment	Final

FINAL APPROPRIATIONS 2021			
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 10,000	\$ -	\$ 10,000
Transfers Out	\$ -	\$ -	\$ -
Total HURON PARKS FOUNDATION:	\$ 10,000	\$ -	\$ 10,000
STREET MAINTENANCE FUND	212		
	Current	Adjustment	Final
Personnel Services	\$ 334,995	\$ -	\$ 334,995
Other Expenses	\$ 317,125	\$ -	\$ 317,125
Transfers Out	\$ 200,000	\$ -	\$ 200,000
Total STREET MAINTENANCE FUND:	\$ 852,120	\$ -	\$ 852,120
STATE HIGHWAY	213		
	Current	Adjustment	Final
Personnel Services	\$ 26,868	\$ -	\$ 26,868
Other Expenses	\$ 20,000	\$ -	\$ 20,000
Transfers Out	\$ -	\$ -	\$ -
Total STATE HIGHWAY:	\$ 46,868	\$ -	\$ 46,868
SPECIAL FIRE LEVY	214		
	Current	Adjustment	Final
Personnel Services	\$ 1,789,468	\$ -	\$ 1,789,468
Other Expenses	\$ 298,025	\$ -	\$ 298,025
Transfers Out	\$ 367,557	\$ -	\$ 367,557
Total SPECIAL FIRE LEVY:	\$ 2,455,050	\$ -	\$ 2,455,050
STREET LIGHTING	215		
	Current	Adjustment	Final
Personnel Services	\$ 11,708	\$ -	\$ 11,708
Other Expenses	\$ 208,856	\$ 3,000	\$ 211,856
Transfers Out	\$ -	\$ -	\$ -
Total STREET LIGHTING:	\$ 220,564	\$ 3,000	\$ 223,564
COURT COMPUTER FUND	216		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 147,483	\$ -	\$ 147,483
Transfers Out	\$ -	\$ -	\$ -
Total COURT COMPUTER FUND:	\$ 147,483	\$ -	\$ 147,483
COURT CAPITAL PROJECTS	217		
	Current	Adjustment	Final

FINAL APPROPRIATIONS 2021			
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 65,000	\$ -	\$ 65,000
Transfers Out	\$ 3,000	\$ -	\$ 3,000
Total COURT CAPITAL PROJECTS:	\$ 68,000	\$ -	\$ 68,000
INDIGENT ALCOHOL TREATMENT		218	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 1,000	\$ -	\$ 1,000
Transfers Out	\$ -	\$ -	\$ -
Total INDIGENT ALCOHOL TREATMENT:	\$ 1,000	\$ -	\$ 1,000
ENFORCEMENT/EDUCATION		219	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 1,600	\$ -	\$ 1,600
Transfers Out	\$ -	\$ -	\$ -
Total ENFORCEMENT/EDUCATION:	\$ 1,600	\$ -	\$ 1,600
POLICE RESOURCE OFFICER		220	
	Current	Adjustment	Final
Personnel Services	\$ 58,951	\$ 900	\$ 59,851
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ 5,800	\$ -	\$ 5,800
Total POLICE RESOURCE OFFICER:	\$ 64,751	\$ 900	\$ 65,651
INDIGENT DRIV INTERLOCK & ALCO		222	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 1,000	\$ -	\$ 1,000
Transfers Out	\$ -	\$ -	\$ -
Total INDIGENT DRIV INTERLOCK & ALCO:	\$ 1,000	\$ -	\$ 1,000
MARINE PATROL GRANT		225	
	Current	Adjustment	Final
Personnel Services	\$ 29,407	\$ (2,000)	\$ 27,407
Other Expenses	\$ 13,200	\$ 1,800	\$ 15,000
Transfers Out	\$ -	\$ -	\$ -
Total MARINE PATROL GRANT:	\$ 42,607	\$ (200)	\$ 42,407
CORONAVIRUS RELIEF FUND		226	
	Current	Adjustment	Final

FINAL APPROPRIATIONS 2021			
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 533	\$ -	\$ 533
Transfers Out	\$ -	\$ -	\$ -
Total CORONAVIRUS RELIEF FUND:	\$ 533	\$ -	\$ 533
ARPA FUND 227			
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 359,768	\$ -	\$ 359,768
Transfers Out	\$ -	\$ -	\$ -
Total ARPA FUND:	\$ 359,768	\$ -	\$ 359,768
MANDATORY TRUST FINE 270			
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 4,692	\$ -	\$ 4,692
Transfers Out	\$ -	\$ -	\$ -
Total MANDATORY TRUST FINE:	\$ 4,692	\$ -	\$ 4,692
CONTRABAND FORFEITURE 271			
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 7,500	\$ -	\$ 7,500
Transfers Out	\$ -	\$ -	\$ -
Total CONTRABAND FORFEITURE:	\$ 7,500	\$ -	\$ 7,500
PROBATION FUND 272			
	Current	Adjustment	Final
Personnel Services	\$ 40,941	\$ -	\$ 40,941
Other Expenses	\$ 700	\$ -	\$ 700
Transfers Out	\$ -	\$ -	\$ -
Total PROBATION FUND:	\$ 41,641	\$ -	\$ 41,641
SHADE TREE FUND 273			
	Appropriation	Adjustment	Final
Personnel Services	\$ -		\$ -
Other Expenses	\$ -		\$ -
Transfers Out	\$ -		\$ -
Total SHADE TREE FUND:	\$ -	\$ -	\$ -
FIRE PENSION FUND 274			
	Current	Adjustment	Final

FINAL APPROPRIATIONS 2021			
Personnel Services	\$ 287,866	\$ 23,000	\$ 310,866
Other Expenses	\$ 820	\$ -	\$ 820
Transfers Out	\$ -	\$ -	\$ -
Total FIRE PENSION FUND:	\$ 288,686	\$ 23,000	\$ 311,686
POLICE PENSION FUND 275			
	Current	Adjustment	Final
Personnel Services	\$ 211,283	\$ -	\$ 211,283
Other Expenses	\$ 1,153	\$ -	\$ 1,153
Transfers Out	\$ -	\$ -	\$ -
Total POLICE PENSION FUND:	\$ 212,436	\$ -	\$ 212,436
ECONOMIC DEVELOPMENT FUND 277			
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 272,000	\$ -	\$ 272,000
Transfers Out	\$ -	\$ -	\$ -
Total ECONOMIC DEVELOPMENT FUND:	\$ 272,000	\$ -	\$ 272,000
REVOLVING LOANS 290			
	Appropriation	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total REVOLVING LOANS:	\$ -	\$ -	\$ -
EMPLOYEE BENEFIT RESERVE FUND 298			
	Current	Adjustment	Final
Personnel Services	\$ 241,310	\$ -	\$ 241,310
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total EMPLOYEE BENEFIT RESERVE FUND:	\$ 241,310	\$ -	\$ 241,310
EMPLOYEE BENEFIT RESERVE - WATER 299			
	Current	Adjustment	Final
Personnel Services	\$ 52,818	\$ -	\$ 52,818
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total EMPLOYEE BENEFIT RESERVE - WATER:	\$ 52,818	\$ -	\$ 52,818
G.O. BOND RETIREMENT 301			
	Current	Adjustment	Final

FINAL APPROPRIATIONS 2021			
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 887,169	\$ -	\$ 887,169
Transfers Out	\$ -	\$ -	\$ -
Total G.O. BOND RETIREMENT:	\$ 887,169	\$ -	\$ 887,169
CAPITAL IMPROVEMENT	401		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 1,358,552	\$ 14,500	\$ 1,373,052
Transfers Out	\$ -	\$ -	\$ -
Total CAPITAL IMPROVEMENT:	\$ 1,358,552	\$ 14,500	\$ 1,373,052
CAPITAL EQUIPMENT RESERVE & REPLACEMENT	403		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 396,627	\$ -	\$ 396,627
Transfers Out	\$ -	\$ -	\$ -
Total CAPITAL EQUIPMENT RESERVE & REPLACEMENT:	\$ 396,627	\$ -	\$ 396,627
WATER BOND RETIREMENT	602		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 159,856	\$ -	\$ 159,856
Transfers Out	\$ -	\$ -	\$ -
Total WATER BOND RETIREMENT:	\$ 159,856	\$ -	\$ 159,856
WATER CAPITAL PROJECTS	603		
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 3,731,987	\$ -	\$ 3,731,987
Transfers Out	\$ -	\$ -	\$ -
Total WATER CAPITAL PROJECTS:	\$ 3,731,987	\$ -	\$ 3,731,987
WATER FUND	604		
	Current	Adjustment	Final
Personnel Services	\$ 1,285,364	\$ -	\$ 1,285,364
Other Expenses	\$ 751,333	\$ -	\$ 751,333
Transfers Out	\$ 319,856	\$ -	\$ 319,856
Total WATER FUND:	\$ 2,356,552	\$ -	\$ 2,356,552
STORM WATER FUND	605		
	Current	Adjustment	Final

FINAL APPROPRIATIONS 2021			
Personnel Services	\$ 18,462	\$ -	\$ 18,462
Other Expenses	\$ 72,150	\$ -	\$ 72,150
Transfers Out	\$ -	\$ -	\$ -
Total STORM WATER FUND:	\$ 90,612	\$ -	\$ 90,612
ELECTRIC FUND 654			
	Current	Adjustment	Final
Personnel Services	\$ 240,804	\$ -	\$ 240,804
Other Expenses	\$ 7,199,144	\$ (300,000)	\$ 6,899,144
Transfers Out	\$ -	\$ -	\$ -
Total ELECTRIC FUND:	\$ 7,439,948	\$ (300,000)	\$ 7,139,948
COMMUNITY INFRASTRUCTURE FEE FUND 655			
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 415,801	\$ -	\$ 415,801
Transfers Out	\$ -	\$ -	\$ -
Total COMMUNITY INFRASTRUCTURE FEE FUND:	\$ 415,801	\$ -	\$ 415,801
COMPUTER REPAIR & MAINTENANCE 701			
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 28,200	\$ -	\$ 28,200
Transfers Out	\$ -	\$ -	\$ -
Total COMPUTER REPAIR & MAINTENANCE:	\$ 28,200	\$ -	\$ 28,200
HEALTHCARE 703			
	Current	Adjustment	Final
Personnel Services	\$ 1,099,223	\$ -	\$ 1,099,223
Other Expenses	\$ -	\$ 70	\$ 70
Transfers Out	\$ -	\$ -	\$ -
Total HEALTHCARE:	\$ 1,099,223	\$ 70	\$ 1,099,293
HURON JOINT RECREATION DISTRICT 860			
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 460,206	\$ -	\$ 460,206
Transfers Out	\$ -	\$ -	\$ -
Total HURON JOINT RECREATION DISTRICT:	\$ 460,206	\$ -	\$ 460,206
STATE PATROL 863			
	Current	Adjustment	Final

FINAL APPROPRIATIONS 2021			
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 14,000	\$ -	\$ 14,000
Transfers Out	\$ -	\$ -	\$ -
Total STATE PATROL:	\$ 14,000	\$ -	\$ 14,000
PUBLIC SAFETY TRECHNOLOGY GRANT		865	
	Appropriation	Adjustment	Final
Personnel Services	\$ -		\$ -
Other Expenses	\$ -		\$ -
Transfers Out	\$ -		\$ -
Total PUBLIC SAFETY TRECHNOLOGY GRANT:	\$ -	\$ -	\$ -
DAMAGED STRUCTURE FUND		870	
	Appropriation	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total DAMAGED STRUCTURE FUND:	\$ -	\$ -	\$ -
HURON RESCUE SQAUD		876	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ 29,500	\$ -	\$ 29,500
Transfers Out	\$ -	\$ -	\$ -
Total HURON RESCUE SQAUD:	\$ 29,500	\$ -	\$ 29,500
UNCLAIMED FUNDS		899	
	Current	Adjustment	Final
Personnel Services	\$ -	\$ -	\$ -
Other Expenses	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -
Total UNCLAIMED FUNDS:	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 31,003,186	\$ (256,230)	\$ 30,746,956



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2022-1
DATE: January 11, 2022

Subject Matter/Background

The City of Huron received a request for tax abatement from Ardagh Metal Beverage USA Inc. (“Ardagh”) under the Community Reinvestment Area (CRA) abatement program, a copy of which is attached as an exhibit to the CRA Agreement (Exhibit A of Ordinance No. 2022-1). Ardagh intends to remodel the existing building and construct a new addition to house its material handling and distribution business in excess of 200,000 SF. The proposed location includes approximately 70.771 acres located at 1608 Sawmill Parkway (the “Project Site”). The proposed new construction represents an estimated new project investment of \$411,000,000 (see breakdown in enclosed CRA Agreement attached to Ordinance No. 2022-1 as Exhibit A) and will result in a facility comprised of approximately 500,000 SF. Ardagh estimates that there will be created approximately 211 full-time permanent employee positions with an aggregate payroll of approximately \$16,642,991.

The City recommends and Ardagh has accepted the following abatement terms and conditions:

1. Abatement of real estate taxes for improvements made at the Project Site at 100% for 15 consecutive years for the assessed value of any remodeling of and construction at the project site.
2. Pursuant to R.C. Sections 3735.671 and 5709.82(B), Ardagh, the City, and the School District desire to enter into a School Compensation Agreement to make the School District whole in connection with the exemption from taxation granted. Pursuant to a School Compensation Agreement to be negotiated between the parties, Ardagh shall pay to the School District, commencing on the first year in which the tax exemption applies under the CRA, an amount equal to 100% of the amount of taxes that would have been payable as if no exemption had been granted.
3. At no point during the duration of the abatement can the valuation of the real property drop below \$9,505,660.
5. The Company will pay an annual monitoring fee in the amount of \$2,500.00.
6. All other standard abatement terms and conditions apply.

In accordance with Division (A)(2) of R.C. 3735.671 and R.C. 5709.83, both the Huron City Schools and EHOVE Career Center were notified of the proposed Community Reinvestment Area Agreement with the Company. The Huron City School Board and the Board of the EHOVE Career Center have passed resolutions approving School Compensation Agreements related to the CRA Agreement.

Financial Review

As an economic incentive, the City will not receive any property taxes on the new property tax generated from improvements at the site for the next 15 years, which is approximately 8% of the total tax liability. However, the

schools will be made whole. The City will continue to receive current property tax revenue from the site.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2022-1 is in order.

[Ordinance No. 2022-1.doc](#)

[Ordinance No. 2022-1 Exhibit A.pdf](#)

ORDINANCE NO. 2022-1

Introduced by Mark Claus

AN ORDINANCE RATIFYING THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH ARDAGH METAL BEVERAGE USA INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMUNITY REINVESTMENT AREA AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED TO THIS ORDINANCE UPON EXPIRATION OF THE 14-DAY REVIEW PERIOD PROVIDED FOR UNDER SECTION 5709.83 OF THE OHIO REVISED CODE; AND DECLARING AN EMERGENCY

WHEREAS, the Huron City Council (“Council”) established a Community Reinvestment Area (“CRA”) by the passage of Ordinance No. 2008-10 adopted on May 13, 2008, as repealed and readopted by Ordinance No. 2008-22 adopted July 22, 2008;

WHEREAS, the City has received a request for tax abatement within the CRA for construction of improvements to the existing building, and for construction of an additional attached facility on property acquired by Ardagh Metal Beverage USA Inc. (“Ardagh”);

WHEREAS, Ardagh will construct and equip the new facility on their property located in the corporate park with a total investment of approximately \$411,000,000.00;

WHEREAS, the EHOVE Joint Vocational School District and its Board of Education have been notified in accordance with Division (A)(2) of R.C. 3735.671 and R.C. 5709.83 and given a copy of the Application and a draft of the Community Investment Agreement; and

WHEREAS, the Huron City School District and its Board of Education have been notified in accordance with Division (A)(2) of R.C. 3735.671 and R.C. 5709.83 and given a copy of the Application and draft of the Community Reinvestment Agreement; and

WHEREAS, it is deemed necessary in order to provide for the immediate preservation of the public health, safety and general welfare of the citizens of the City and to provide for the economic development of the City by adopting this Ordinance as an emergency measure to assure the beginning of the construction of the aforesaid facility and the timely completion thereof;

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

SECTION 1. That this Council hereby approves the CRA Agreement substantially pursuant to the terms and conditions contained in each, copies of which are on file in the office of the Clerk of Council and attached to this Ordinance as Exhibit “A”.

SECTION 2. That upon expiration of the 14-day review period relating to the notifications sent to EHOVE Joint Vocational School District and its Board of Education and the Huron City Schools and its Board of Education, the City Manager be, and he hereby is,

authorized and directed to execute the CRA Agreement with Ardagh, which agreement shall be in substantially the form of Exhibit "A".

SECTION 3. That, if any section, phrase, sentence or portion of this Ordinance is, for any reason, held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law, including ORC Sec. 121.22.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and general welfare of the citizens of Huron and for the further reason that it is necessary to enhance the economic development of the City by allowing work on the project described herein to commence without delay; **wherefore**, this Ordinance shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

COMMUNITY REINVESTMENT AREA AGREEMENT

THIS COMMUNITY REINVESTMENT AREA AGREEMENT is made and entered into this [_____] day of [____], 20[____] by and between the CITY OF HURON, OHIO, an Ohio municipal corporation with a Council-Manager form of government, with its main offices located at 417 Main Street, Huron, Ohio 44839 (the "**City**"), and ARDAGH METAL BEVERAGE USA INC., a Delaware corporation having a legal address of 8770 W. Bryn Mawr Ave., Suite 175, Chicago, Illinois 60631-3515 (the "**Company**"), and with the City, each may be referred to herein as a "**Party**" or collectively as the "**Parties**").

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage, and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and,

WHEREAS, the City Council of the City, by Ordinance No. 2008-10 adopted June 10, 2008 (the "**Ordinance**"), designated the area specified in the Ordinance as the Huron City Community Reinvestment Area (the "**CRA**") pursuant to Ohio Revised Code Section ("**R.C.**") 3735.65 through R.C. 3735.70 (the "**CRA Act**"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, effective August 18, 2008, the Director of Development of the State of Ohio determined that the CRA contains the characteristics set forth in R.C. 3735.66 and certified the CRA as No. 043-37016-01 under the CRA Act; and,

WHEREAS, the Company has acquired or will acquire the real property contained within the City and the CRA, described in **EXHIBIT A** attached hereto (the "**Project Site**"); and,

WHEREAS, the Company has submitted to the City an application for a community reinvestment area agreement (the "**Application**"), a copy of which is attached hereto as **EXHIBIT B**; and,

WHEREAS, the Company desires to make improvements to and expand the Project Site by adding in excess of 200,000 sq. ft. of new space to the existing building to accommodate material handling and distribution operations on the approximately 70.771 acres (the "**Project**") (such remodeling, with its related site improvements, may be referred to hereinafter from time to time as the "**real property improvement**" and/or the "**Building**"), provided that the appropriate development incentives are available to support the economic viability of the Project; and,

WHEREAS, the Company has remitted or shall remit with the Application the required State of Ohio application fee of \$750.00, made payable to the Ohio Department of Development, to be forwarded with this Agreement, and has paid any applicable local fees; and,

WHEREAS, pursuant to Division (A) of R.C. 3735.67 and in conformance with the format required under Division (B) of R.C. 3735.671, the City and the Company desire to formalize their agreement with respect to matters hereinafter contained; and,

WHEREAS, the Project Site is located in the territory of the Huron City School District (the “**City Schools**”) and the EHOVE Joint Vocational School District (“**EHOVE**”, which together with the City Schools, may be referred to as the “**School Districts**”), and each of the respective boards of education of the School Districts (the “**Boards of Education**”) has been notified of the proposed approval of this Agreement in accordance with Division (A)(2) of R.C. 3735.671 and R.C. 5709.83, and each has been given a copy of the Application and a draft of this Agreement; and,

WHEREAS, the Council, by Ordinance No. [____], adopted on [____], 20[____], has approved the terms of this Agreement and authorized its execution on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties herein agree as follows:

1. Project. The cost of the investments to be made in connection with the Project by the Company is estimated to be approximately sixty million dollars (\$60,000,000.00) for remodeling and expanding the Building (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) (the “**Minimum Investment**”). The Parties recognize that costs do not necessarily equal otherwise taxable value. The Parties further recognize and agree that Company’s failure to make the Minimum Investment at the Project Site will be considered a material failure of Company to fulfill its obligations under this Agreement, which material failure may result in termination, suspension, or modification of the exemption from real property taxation granted under this Agreement, pursuant to Section 13 below.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of the Company that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is zero dollars (\$0.00). The value for Ohio personal property tax purposes of the non-inventory personal property of the Company located at the Project Site prior to the execution of this Agreement is zero dollars (\$0.00). The average value for Ohio personal property tax purposes of the inventory of the Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is zero dollars (\$0.00). The average value for Ohio personal property tax purposes of the inventory of the Company at the Project Site prior to the execution of this Agreement is zero dollars (\$0.00).

3. Minimum Valuation of Real Property. Notwithstanding the Minimum Fully Taxable Value, defined herein, the Parties acknowledge and agree no exemption hereunder is applicable to the then-current valuation for real estate tax purposes of the Project Site for tax year 2021 (i.e., tax lien date January 1, 2021). Further, the Parties agree, and shall work collaboratively in pursuit as such, that during the term of this Agreement, the Project Site is to have a minimum fully taxable value of nine million five hundred five-thousand six hundred-sixty dollars (\$9,505,660.00) (the

“Minimum Fully Taxable Value”). For absolute clarity as to the immediately preceding sentence, the Parties agree the Minimum Fully Taxable Value and efforts related thereto have no effect beyond the term of this Agreement.

4. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately December 30, 2021; and the scheduled estimated completion month for such investments is no later than approximately June 30, 2023. The estimates provided in this Section 4 are good faith estimates provided pursuant to Division (B)(3) of R.C. 3735.671 and are not to be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 7 of this Agreement.

5. Employee Positions. The Company estimates that there will be created at the Project Site approximately two hundred-eleven (211) full-time permanent employee positions with an aggregate annual payroll of approximately \$16,642,991 within thirty-six (36) months of the date on which the certificate of occupancy is issued for the Project, and zero (0) part-time or temporary positions. Hiring of such employees is estimated to commence and to continue incrementally during that thirty-six (36) month period. At the time of this Agreement’s execution, the Company has [] ([]) part-time employees and [] ([]) full-time employees at the Project Site and it intends to retain said employee positions in connection with the Project. Further, at the time of this Agreement’s execution, the Company has two hundred forty-five employees at other locations in Ohio. The estimates provided in this Section 5 are good faith estimates provided pursuant to Division (B) of R.C. 3735.671 and are not to be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The Parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The Parties also recognize that it is anticipated that all employees at the Project Site will be hired by the Company.

6. Provision of Information. Company shall provide to the proper tax incentive review council (the **“TIRC”**) and community reinvestment area housing council (**“Housing Council”**) any information reasonably required by the TIRC and/or the Housing Council to evaluate the compliance of the Company with the Agreement, including returns or annual reports of the Company filed pursuant to R.C. 5711.02 (if any) as may be requested by the TIRC and/or the Housing Council.

7. Real Property Tax Exemption. The City hereby grants to Company a tax exemption pursuant R.C. 3735.67 in the amount of One Hundred Percent (100.00%) for a term of fifteen (15) consecutive years (the **“Exemption”**) for the assessed value of any remodeling of and construction at the Project Site. The exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2024 (i.e., tax lien date January 1, 2024) nor extend beyond tax year 2038 (i.e., tax lien date January 1, 2038).

8. Application for Exemption. Company acknowledges that the tax exemption with respect to the real property improvement is subject to Company’s filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt

of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the Erie County Auditor.

9. Payment of Non-Exempt Taxes. Company shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against the Company's property and shall file all tax reports and returns as required by law in connection therewith. If the Company fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof to Company, all exemptions from taxation granted under this Agreement with respect to property of the Company are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Further, if the Company fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof to Company, the Company must pay back all real property taxes that would have been charged against Company's property in absence of the exemption granted under this Agreement. For purposes of this Section 9, "taxes" means all real property taxes, annual service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any parcel of real property located within the Project Site.

10. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve, and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The City shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building, zoning, or other permits, and (ii) all other activities related to the Project.

11. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement are to continue for the number of years specified in this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Company, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Company from the date of the material failure. Except for any amendment, revocation, modification, suspension, or termination otherwise permitted under this Agreement, the City agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to tax year 2038.

12. Certification as to No Delinquent Taxes. Company hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, *et seq.*, and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

13. Termination, Suspension or Modification upon Default. If Company materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to Company (provided, however, that such opportunity to cure such default will not, under any circumstance, and notwithstanding anything to the contrary in this Agreement, toll or otherwise suspend any obligation of the Company to pay any non-exempt taxes, real property taxes, or municipal income taxes), or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend, or modify the exemptions from taxation granted under this Agreement with respect to property of the Company, from the date of the material failure.

14. Approval by the City. Company and the City acknowledge that this Agreement must be approved by formal actions of the legislative authority of the City as a condition for this Agreement to take effect. This Agreement takes effect upon such approval.

15. Non-Discriminatory Hiring. By executing this Agreement, Company will follow the City's non-discriminatory hiring practices policy and commits that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation of Exemptions. Exemptions from taxation granted under this Agreement are to be revoked with respect to the Company if it is determined that such violating Company, any successor enterprise to such violating Company, or any related member of such violating Company (as those terms are defined in Division (E) of R.C. 3735.671) has violated the prohibition against entering into the Agreement under Division (E) of R.C. 3735.671 or R.C. 5709.62 or R.C. 5709.63 prior to the time prescribed by that division or either of those sections.

17. Transfer and/or Assignment; Release from Liability. This Agreement is not transferable or assignable without the express, written approval of the Huron City Council.

18. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

19. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance is to be determined to be invalid or unenforceable, then such determination will not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions are to remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision is to have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe, or modify the meaning, scope, or intent of any provisions hereof.

20. Validity. Company covenants and agrees that Company is prohibited from challenging the validity of this Agreement or the CRA. In that regard, Company waives any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement

is challenged by any entity or individual, whether private or public, Company shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

21. Intentionally Omitted.

22. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates, or requests required to be given on behalf of any party to this Agreement are to be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and will be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) nationally recognized overnight delivery courier service and will be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) facsimile transmission and will be deemed delivered upon receipt of confirmation of transmission:

If to the City, to:

Erie County Regional Planning
Attention: Enterprise Zone Manager
2900 Columbus Avenue
Sandusky, Ohio 44870

With copy to:

Huron City Council
Attention: City Manager
417 Main Street
Huron, Ohio 44839

If to the Company, to:

Ardagh Metal Beverage USA Inc.
877 W. Bryn Mawr Avenue, Suite 175
Chicago, Illinois 60631

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

23. Ohio Revised Code Section 9.66 Covenants. Company affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of the Company has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, Company shall be required to immediately return all benefits received by it under this Agreement pursuant to Division (C)(2) of R.C. 9.66 and Company shall be ineligible for any future economic development assistance from the State, any State agency or

a political subdivision pursuant to Division (C)(1) of R.C. 9.66. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. 2921.13, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

24. Force Majeure. Neither the City nor Company are to be considered in default of their respective obligations hereunder in the event of delay in performance of such obligations due to causes beyond their control without its fault or negligence, including but not restricted to acts of God, acts of the Federal or State government, acts of the other party, fires, floods, strikes, freight embargoes or unusually severe weather; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time for performance of the obligations by the Parties hereto is to be extended for the period of the delay.

25. Annual Monitoring Fee. Company shall pay to the City an annual fee equal to the greater of one percent (1%) of the amount of taxes exempted under this Agreement, less any taxes or fees paid under School Compensation Agreements related to this agreement, or five hundred dollars (\$500.00), provided however that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000.00), the fee is not to exceed two thousand five hundred dollars (\$2,500.00) (the “Annual Monitoring Fee”). The Annual Monitoring Fee is due and payable, via cash or check, on or before March 31 of each year during the term of this Agreement, irrespective whether the exemption has commenced under Section 7 herein. The fee shall be invoiced by and be payable to the Erie County Regional Planning Commission. The Annual Monitoring Fee is to be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Division (D) of R.C. 3735.671 and evaluating with the TIRC the Company’s compliance with the terms, covenants, or conditions of this Agreement.

26. Intentionally Omitted.

27. Estoppel Certificate. Upon request of Company, the City shall execute and deliver to Company or any proposed purchaser, mortgagee, or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that Company is not in default under any of the terms, covenants, or conditions of the Agreement, or if Company is in default, specifying same; and (c) such other matters as Company reasonably requests.

28. Entire Agreement. Notwithstanding the School Compensation Agreement, defined below in this Section 28, this Agreement and the Ordinance constitute the entire agreement between Company and the City pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between Company and the City in connection with such subject matter. The Parties acknowledge their mutual desire to contemporaneously enter into a school compensation agreement with each of the School Districts in order to compensate the School Districts for the amount of taxes that would have been charged and payable each year during the term of this Agreement upon the property had the Project Site not been exempted from taxation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed effective as of the date set forth herein.

THE CITY OF HURON, OHIO

Matthew Lasko
City Manager

Approved as to form:

Todd Schrader, Law Director

ARDAGH METAL BEVERAGE USA INC.

By: _____
Its: _____

EXHIBIT A

PROJECT SITE

The Project Site to be exempt under the foregoing Agreement consists of the following parcel(s) of real property, situated in the City of Huron, County of Erie, State of Ohio that is identified by the County Auditor of Erie County, Ohio as having the following tax parcel identification number(s), as that real property may be subdivided, combined, and/or designated by different tax parcel numbers from time-to-time:

42-02021.000

42-02021.002

For ease of reference, the following map of the Project Site and adjoining property is provided:



EXHIBIT B

APPLICATION FOR COMMUNITY REINVESTMENT AREA AGREEMENT

[See Attached.]

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the
CITY OF HURON located in the County of Erie and Ardagh Metal Beverage USA Inc.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Address

Telephone:

8770 W Bryn Mawr Ave
Suite 175
Chicago, IL, 60631-3515

773-339-3000

b. Project site:

Contact Person:

1608 Sawmill Parkway
Huron, OH

Joshua Markus

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site. Manufacturing

b. List primary 6-digit North American Industry Classification System (NAICS) #
Business may list other relevant SIC numbers. 332431

c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: None

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

C Corp.

3. Name of principal owner(s) or officers of the business.

Ardagh Group SA

4. a. State the enterprise's current employment level at the proposed project site:

Currently zero employee at proposed site

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Indicate yes or no

No

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

This is a new facility for Ohio with no employment overlap with any location either in or outside of Ohio. However, currently there are 245 employees in 2 facilities in other cities in Ohio.

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

All assets and employment are net new to the company and Ohio.

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

N/A

6. Project Description:

The Company acquired a facility and excess land for the purpose of creating a new beverage container manufacturing facility. The existing building will undergo several million dollars' worth of upgrades to make the building suitable for manufacturing. An addition to the existing building will begin in the middle of 2021 to add more than 200,000 square feet of space for material handling and distribution. Employee hiring will begin in Q2 of 2021 and should reach three hundred (300) or more by the end of 2022.

7. Project will begin: Spring of 2021 as it relates to existing facility improvements and be completed for initial production by approximately October of 2021; expansion construction is planned to end in late 2022 or early 2023.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

Ardagh Metal Beverage USA will be creating minimally 211 new employment positions at the site

- b. State the time frame of this projected hiring:

Spring of 2022

- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

211 new employment positions by Spring of 2022

9. a. Estimate the amount of annual payroll such new employees will add \$ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

\$16,642,991 in annual payroll for the 211 employees.

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

\$0

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings: \$ 13,000,000
B. Additions/New Construction: \$ 60,000,000
C. Improvements to existing buildings: \$ 0
D. Machinery & Equipment: \$ 335,000,000
E. Furniture/Fixtures: \$ 0
F. Inventory: \$0
Total New Project Investment: **\$ 411,000,000**

11. a. Business requests the following tax exemption incentives: 75% for 15 years covering real as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

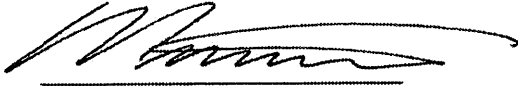
Tax incentives being requested are needed to offset the immense costs of new construction necessary to make the site competitive with other, ready to go sites in competing states and cities. The company will be spending approximately \$60,000,000 to improve and expand the Sawmill Parkway site to accommodate their manufacturing requirements. The new site will accommodate more than 200 new employees in the City of Huron with annual payroll of \$16 million. Over the course of the incentive requested, Ardagh will be spending over \$651 million in the City in payroll and improvements.

Submission of this application expressly authorizes **the City of Huron** to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and

future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.



Signature

MICHAEL MACGREGOR
CFD

Typed Name and Title

3/17/2021

Date

Signature

Date

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.



December 1, 2021

John Ruf, Interim Superintendent
Huron City Schools
712 Cleveland Road East
Huron, Ohio 44839

Re: Ardagh Metal Beverage USA Inc.
Notification of Company's Request for CRA Tax Abatement

Dear Mr. Ruf:

The City of Huron has received a request for tax abatement from Ardagh Metal Beverage USA Inc. ("Ardagh") under the Community Reinvestment Area (CRA) abatement program, a copy of which is enclosed. Ardagh intends to remodel the existing building and construct a new addition to house its material handling and distribution business in excess of 200,000 SF. The proposed location includes approximately 70.771 acres located at 1608 Sawmill Parkway (the "Project Site"). The proposed new construction represents an estimated new project investment of \$411,000,000 (see breakdown in enclosed agreement) and will result in a facility comprised of approximately 500,000 SF. Ardagh estimates that there will be created approximately 211 full-time permanent employee positions with an aggregate payroll of approximately \$16,642,991.

The City recommends and Ardagh has accepted the following abatement terms and conditions:

1. Abatement of real estate taxes for improvements made at the Project Site at 100% for 15 consecutive years for the assessed value of any remodeling of and construction at the project site.
2. Pursuant to R.C. Sections 3735.671 and 5709.82(B), Ardagh, the City, and the School District desire to enter into a School Compensation Agreement to make the School District whole in connection with the exemption from taxation granted. Pursuant to a School Compensation Agreement to be negotiated between the parties, Ardagh shall pay to the School District, commencing on the first year in which the tax exemption applies under the CRA, an amount equal to 100% of the amount of taxes that would have been payable as if no exemption had been granted.
3. Assuming a post construction valuation of between \$10,000,000-\$20,000,000, the City estimates the annual benefit to the Huron School District to be between approximately \$150,000-\$300,000 in addition to what is being currently received. ***It should be noted, the***

John Ruf, Interim Superintendent
Huron City Schools
December 1, 2021
Page 2 of 2

ultimate post-construction valuation is determined solely by the County Auditor's office and therefore, the estimates provided are subject to change.

4. At no point during the duration of the abatement can the valuation of the real property drop below \$9,505,660.
5. The Company will pay an annual monitoring fee in the amount of \$2,500.00.
6. All other standard abatement terms and conditions apply.

In accordance with Division (A)(2) of R.C. 3735.671 and R.C. 5709.83, Huron City Schools is hereby notified of the proposed Community Reinvestment Area Agreement with the Company. Huron City Schools has fourteen (14) days under statute to review and take action on this request.

The City's approval of the CRA Agreement is dependent on the School District Board of Education passing a resolution approving a School Compensation Agreement to be negotiated between the School District and the City.

Please feel free to call the undersigned at (419) 433-5000 with any questions or comments.

Sincerely,



Matthew Lasko
City Manager

ML:tw
Enclosures



December 1, 2021

Chris McCully, Superintendent
EHOVE Career Center
316 Mason Road
Milan, Ohio 44846

Re: Ardagh Metal Beverage USA Inc.
Notification of Company's Request for CRA Tax Abatement

Dear Mr. McCully:

The City of Huron has received a request for tax abatement from Ardagh Metal Beverage USA Inc. (the "Company") under the Community Reinvestment Area (CRA) abatement program, a copy of which is enclosed. The Company intends to remodel the existing building and construct a new addition to house its material handling and distribution business in excess of 200,000 SF. The proposed location includes approximately 70.771 acres located at 1608 Sawmill Parkway (the "Project Site"). The proposed new construction represents an estimated new project investment of \$411,000,000 (see breakdown in enclosed agreement) and will result in a facility comprised of approximately 500,000 SF. The Company estimates that there will be created approximately 211 full-time permanent employee positions with an aggregate payroll of approximately \$16,642,991.

The City recommends and the Company has accepted the following abatement terms and conditions:

1. Abatement of real estate taxes for improvements made at the Project Site at 100% for 15 consecutive years for the assessed value of any remodeling of and construction at the project site.
2. Pursuant to R.C. Sections 3735.671 and 5709.82(B), Ardagh, the City, and the School District desire to enter into a School Compensation Agreement to make the School District whole in connection with the exemption from taxation granted. Pursuant to a School Compensation Agreement to be negotiated between the parties, Ardagh shall pay to EHOVE, commencing on the first year in which the tax exemption applies under the CRA, an amount equal to 100% of the amount of taxes that would have been payable as if no exemption had been granted.
3. Assuming a post construction valuation of between \$10,000,000-\$20,000,000, the City estimates the annual benefit to EHOVE to be between approximately \$11,000-\$22,000 in addition to what is currently being received. ***It should be noted, the ultimate post-construction valuation is determined solely by the County Auditor's office and therefore, the estimates provided are subject to change.***

Chris McCully, Superintendent
EHOVE Career Center
December 1, 2021
Page 2 of 2

4. At no point during the duration of the abatement can the valuation of the real property drop below \$9,505,660.
5. The Company will pay an annual monitoring fee in the amount of \$2,500.00.
6. All other standard abatement terms and conditions apply.

In accordance with Division (A)(2) of R.C. 3735.671 and R.C. 5709.83, EHOVE is hereby notified of the proposed Community Reinvestment Area Agreement with the Company. EHOVE has fourteen (14) days under statute to review and take action on this request.

The City's approval of the CRA Agreement is dependent on EHOVE's board passing a resolution approving a School Compensation Agreement to be negotiated between the EHOVE and the City.

Please feel free to call the undersigned at (419) 433-5000 with any questions or comments.

Sincerely,



Matthew Lasko
City Manager

ML:tw
Enclosures



TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2022-2
DATE: January 11, 2022

Subject Matter/Background

Ordinance No. 2022-2 authorizes the annual position and salary schedule for non-charter positions within the City. Modifications to the position and salary schedule are suggested based on wage increases, addition of positions, collective bargaining agreements and changes to state and federal law.

The 2022 budget includes the updated annual salaries based on a 2% salary increase for all non bargaining and bargaining employees

***Full-Time Position and Salary Schedule** - The modifications to ranges in Exhibit "B" of the ordinance have been adjusted to reflect current base salaries and salary increases per collective bargaining agreements. In addition, two positions were added to the salary schedule. The Director of Operations position replaced the Assistant to the City Manager position. The Planning Director position was added to provide for potential growth opportunities within the City and more accurately describes the current planning and zoning manager role. This position will not be a new position.*

***Part-Time and Seasonal Position Salary Schedule** - Minimum wage has been modified from \$8.80 to \$9.30 per hour to reflect the 2022 State of Ohio minimum wage rate, and base salary ranges have been adjusted to current pay rates and cost of living adjustments. In addition, the maximum range of paramedic/FF and park workers were increased by \$3 each to allow for increases in current rates.*

Financial Review

The change to the position and salary schedule reconciles the payroll within the 2022 adopted budget.

Legal Review

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

Recommendation

If Council is in support of the request, a motion to adopt Ordinance No. 2022-2 is in order.

[Ordinance No. 2022-2.docx](#)

[Ordinance No. 2022-2 Exhibit A.pdf](#)

[Ordinance No. 2022-2 Exhibit B.pdf](#)

ORDINANCE NO. 2022-2

Introduced by Joel Hagy

AN ORDINANCE AMENDING HURON CODIFIED ORDINANCE SECTION 161.04 (A), EXHIBIT “A” POSITION AND SALARY SCHEDULE AND DECLARING AN EMERGENCY

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

SECTION 1. That Section 164.04 (a) Exhibit “A” Position and Salary Schedule of the Codified Ordinances of the City of Huron, Ohio having been previously adopted in Ordinance No. 2020-36 on December 8, 2020 **WHICH CURRENTLY READS AS FOLLOWS, (refer to Exhibit “A” attached)** shall be and hereby is amended.

SECTION 2. That, Section 164.04 (a) Exhibit “A” Position and Salary Schedule, of the Codified Ordinances of the City of Huron, Ohio is hereby amended to read as follows **(refer to Exhibit “B” attached).**

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O. R.C. 121.22.

SECTION 4. To implement the established salary to take effect January 1, 2022, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

161.04 POSITION AND SALARY SCHEDULE.

(a) The position and salary schedule, marked Exhibit "A", which is attached hereto and made a part of this Code shall be effective as of January 1, 2021.

(b) The Personnel Officer, in conjunction with department and division heads and subject to the approval of the City Manager, shall annually review and make recommendations to Council for changes in the following schedule.

(c) The adopted position and salary schedule shall provide the basis for compensation of all municipal employees. The City Manager shall adopt an administrative policy, subject to approval of the City Council, to address those positions which are in existence and have not attained the minimum base salary range or have exceeded the maximum base salary range. A position may be assigned a salary lower than the minimum base salary range or higher than the maximum base salary range provided for that salary grade of that position, but is subject to administrative policy. Prior to appointment of a new employee, the City Manager shall consult the position and salary schedule for determination of placement within the relevant classification. Appointments shall normally be made at the minimum rate for the specified pay scale. Evaluation of an appointee's qualifications and experience shall be considered and may provide the basis for compensation in excess of the minimum base salary.

(d) Salary increases within an established range shall not be automatic, but can be given on the following bases:

- (1) A merit increase recommended, in writing, to the City Manager by the appropriate department or division head and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (2) A merit increase recommended and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (3) An across the board increase granted to all salaried employees and recommended by the City Manager.
- (4) A change in the employee's classification.

(e) Salary increases granted on the basis of subsection (d)(1), (2) and (3) hereof are dependent on the provisions of moneys appropriated in the annual appropriation ordinance. Salary increases granted on the basis of subsection (d)(1) and (2) hereof shall not be granted to an employee more frequently than once in each six months. No salary advancement shall be given before the employee completes the first six months of his probationary period. However, when the minimum salary for the particular position is increased during such employee's probationary period, such employee shall be compensated at such higher salary from the date of the passage of the salary ordinance.

(f) The salary rate established for an employee shall represent his total remuneration, not including reimbursement for official travel and except as otherwise provided, in this chapter (overtime pay, cost-of-living allowance, premium pay and/or on-call status). No reward, gift or other thing of value received from any source for the performance of his duties shall be retained by an employee. Notwithstanding the foregoing, employees of the Police Division, during off-duty time, may accept special duty assignments for police work only when authorized by the Police Chief.

(g) Whenever an employee works for a period less than the regularly established number of hours per day, days per week or weeks per month, the amount paid shall be proportionate to the time actually employed.

(h) All full-time salaried employees except department heads, administrative employees and Fire Division employees shall be compensated for each hour worked in excess of forty hours per week at a rate equal to one and one-half times their straight rate.

All full-time employees of the Fire Division shall be compensated for each hour worked in excess of 212 hours during any twenty-eight day work period at a rate equal to one and one-half times their straight rate.

Authorization of all overtime shall be under the control of the City Manager. If any fulltime salaried employee, other than department and division heads, requests the City Manager to grant compensatory time off in lieu of compensation for such employee's authorized overtime, the City Manager shall be authorized but not required to allow such request.

The City Manager shall be authorized, but not required, to grant compensatory time off to those administrative employees not entitled to overtime compensation at such times and to such extent that the City Manager, in his sole discretion deems justifiable under the circumstances relating to each such administrative employee.

(i) (EDITOR'S NOTE: This subsection was repealed by Ordinance 1988-2, passed January 25, 1988.)

(j) Each employee of the Division of Utilities and of the Division of Streets and Parks, when placed on a standby basis by the department or division head, shall receive compensation in addition to his regular salary in an amount equal to one hour of such employee's regular rate for each such day on call.

(Ord. 1976-35. Passed 12-13-76; Ord. 1980-10. Passed 2-4-80; Ord. 1982-2. Passed 1-25-82; Ord. 1983-30. Passed 11-28-83; Ord. 1985-20. Passed 7-22-85; Ord. 1985-32. Passed 12-16-85; Ord. 1986-2. Passed 1-13-86; Ord. 2014-33. Passed 12-23-14.)

**CITY OF HURON
FULL TIME POSITION AND SALARY SCHEDULE**

		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Assistant to the City Manager	10	\$60,564	\$87,550
Water Superintendent	9	\$56,016	\$84,023
Police Sergeant			
Fire Captain			
Parks and Recreation Operations Manager			
	8	\$54,264	\$79,396
Human Resources Director	7	\$49,968	\$75,452
Recreation Program Manager	6	\$47,902	\$73,500
Fire Lieutenant			
Street Foreman			
Finance Specialist Payroll			
Chief Operator	5	\$44,000	\$67,000
Firefighter			
Police Officer			
Water Distribution Foreman			
Zoning Inspector - FT			
Management Services Coordinator	4	\$42,273	\$60,487
Permit Technician/Admin Asst.			
Maintenance Worker 3	3	\$39,861	\$57,000
Parks and Municipal Ground Coordinator			
Finance Specialist Customer Service			
Maintenance Worker 2	2	\$37,080	\$56,000
Maintenance Worker 1			
Parks Maintenance Worker I			
Executive Administrative Asst./Clerk of Council			
Administrative Assistant	1	\$34,299	\$41,921

Supplemental Salary Schedule			
		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Assistant City Manager	VIII	\$54,478	\$90,000
Information Technology Manager	VIII	\$52,000	\$91,000
Director of Parks and Recreation	VI-C	\$48,676	\$85,000
Boat Basin Facility Manager	VI-B	\$37,403	\$51,500
Assistant Water Superintendent	V	\$35,160	\$60,600
Clerk of Court	V	\$38,160	\$73,000
Probation Officer	III	\$23,825	\$47,000
Deputy Clerk of Court	III	\$24,825	\$49,000
Finance Clerk	II	\$22,180	\$45,400
Executive Assistant		\$23,000	\$33,500
Municipal Judge		\$35,000	\$35,500

Part Time and Seasonal Position Salary Schedule		
	BASE SALARY RANGE	
POSITION TITLE	Min.	Max.
Deputy Court Clerk	\$8.80/hr.	\$15.00/hr.
Police/Dispatch Secretary		
Police Officer		
Court Bailiff/Court Security Officer		
Finance Clerk		
Customer Service Clerk		
Management Assistant		
General Maintenance Worker	\$10.00/hr.	\$24.00/hr.
Zoning Inspector - PT		
Street Maintenance		
Parks Maintenance	\$8.80/hr.	\$11.10/hr.
Recreation		
Dockhand		
Basic EMT/FF	\$12.00/hr.	\$12.00/hr.
Basic Paramedic/FF	\$15.00/hr.	\$15.00/hr.

(Ord. 2020-36; Passed 12-8-20)

EXHIBIT "B"

161.04 POSITION AND SALARY SCHEDULE.

(a) The position and salary schedule, marked Exhibit "A", which is attached hereto and made a part of this Code shall be effective as of January 1, 2022.

(b) The Personnel Officer, in conjunction with department and division heads and subject to the approval of the City Manager, shall annually review and make recommendations to Council for changes in the following schedule.

(c) The adopted position and salary schedule shall provide the basis for compensation of all municipal employees. The City Manager shall adopt an administrative policy, subject to approval of the City Council, to address those positions which are in existence and have not attained the minimum base salary range or have exceeded the maximum base salary range. A position may be assigned a salary lower than the minimum base salary range or higher than the maximum base salary range provided for that salary grade of that position, but is subject to administrative policy. Prior to appointment of a new employee, the City Manager shall consult the position and salary schedule for determination of placement within the relevant classification. Appointments shall normally be made at the minimum rate for the specified pay scale. Evaluation of an appointee's qualifications and experience shall be considered and may provide the basis for compensation in excess of the minimum base salary.

(d) Salary increases within an established range shall not be automatic, but can be given on the following bases:

- (1) A merit increase recommended, in writing, to the City Manager by the appropriate department or division head and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (2) A merit increase recommended and approved by the City Manager. Such a recommendation is to be based on standards of performance or other pertinent data.
- (3) An across the board increase granted to all salaried employees and recommended by the City Manager.
- (4) A change in the employee's classification.

(e) Salary increases granted on the basis of subsection (d)(1), (2) and (3) hereof are dependent on the provisions of moneys appropriated in the annual appropriation ordinance. Salary increases granted on the basis of subsection (d)(1) and (2) hereof shall not be granted to an employee more frequently than once in each six months. No salary advancement shall be given before the employee completes the first six months of his probationary period. However, when the minimum salary for the particular position is increased during such employee's probationary period, such employee shall be compensated at such higher salary from the date of the passage of the salary ordinance.

(f) The salary rate established for an employee shall represent his total remuneration, not including reimbursement for official travel and except as otherwise provided, in this chapter (overtime pay, cost-of-living allowance, premium pay and/or on-call status). No reward, gift or other thing of value received from any source for the performance of his duties shall be retained by an employee. Notwithstanding the foregoing, employees of the Police Division, during off-duty time, may accept special duty assignments for police work only when authorized by the Police Chief.

(g) Whenever an employee works for a period less than the regularly established number of hours per day, days per week or weeks per month, the amount paid shall be proportionate to the time actually employed.

(h) All full-time salaried employees except department heads, administrative employees and Fire Division employees shall be compensated for each hour worked in excess of forty hours per week at a rate equal to one and one-half times their straight rate.

All full-time employees of the Fire Division shall be compensated for each hour worked in excess of 212 hours during any twenty-eight day work period at a rate equal to one and one-half times their straight rate.

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(j) Each employee of the Division of Utilities and of the Division of Streets and Parks, when placed on a standby basis by the department or division head, shall receive compensation in addition to his regular salary in an amount equal to one hour of such employee's regular rate for each such day on call.

(Ord. 1976-35. Passed 12-13-76; Ord. 1980-10. Passed 2-4-80; Ord. 1982-2. Passed 1-25-82; Ord. 1983-30. Passed 11-28-83; Ord. 1985-20. Passed 7-22-85; Ord. 1985-32. Passed 12-16-85; Ord. 1986-2. Passed 1-13-86; Ord. 2014-33. Passed 12-23-14.)

**CITY OF HURON
FULL TIME POSITION AND SALARY SCHEDULE**

		BASE SALARY RANGE	
POSITION TITLE	Pay Scale	Min.	Max.
Director of Operations	10	\$75,000	\$110,000
Water Superintendent	9	\$56,016	\$84,023
Police Sergeant			
Fire Captain			
Parks and Recreation Operations Manager			
Planning Director	8	\$54,264	\$79,396
Human Resources Director	7	\$49,968	\$75,452
Recreation Program Manager	6	\$47,902	\$73,500
Fire Lieutenant			
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Finance Clerk		
Customer Service Clerk		
Management Assistant		
General Maintenance Worker	\$10.00/hr.	\$24.00/hr.
Zoning Inspector - PT		
Street Maintenance		
Parks Maintenance	\$9.30/hr.	\$14.00/hr.
Recreation		
Dockhand		
Basic EMT/FF	\$12.00/hr.	\$15.00/hr.
Basic Paramedic/FF	\$15.00/hr.	\$18.00/hr.

(Ord. 2022-2; Passed 1-11-22)



TO: Mayor Artino and City Council
FROM: Cory Swaisgood , Finance Director
RE: Ordinance No. 2022-3
DATE: January 11, 2022

Subject Matter/Background

This ordinance amends Codified Ordinance Section 161.04.1 - Salaries of the Law Director, Finance Director, Services Director, Fire Chief and Police Chief and is required annually or as needed to reflect the maximum base salary of these specific positions in order to remain in compliance for the reconciliation of the payroll process. The maximum base salaries respective to the positions of Finance Director and Police Chief were increased from 2021 to reflect a wage increase of 2% for 2022, similar to the average annual salary increases in the City's collective bargaining agreements. Any annual salary increases within the administration, if any, are determined by the City, which may or may not be consistent with a Cost of Living Adjustment formula or current Collective Bargaining Agreements. The salary for position of Law Director reflects the terms of the contract with Seeley Savidge Ebert & Gourash LLP. The position of Service Director and Fire Chief were vacant in 2021. The Service Director's maximum bases salary shows a significant increase from 2020 due to the position not being filled for a number of years and the potential this position will be combined with the Director of Operations. The Fire Chief's maximum base salary remains consistent with the Police Chief's salary for 2022.

Financial Review

This ordinance reconciles the reflected positions and the base salaries for 2022 for the positions of Finance Director, Law Director, Service Director, and Chief of Police, which are included in the 2022 budget.

Legal Review

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

Recommendation

If the Council is in support of the request, a motion to adopt Ordinance No. 2022-3 is in order.

[Ordinance No. 2022-3.docx](#)

ORDINANCE NO. 2022-3

Introduced by Joel Hagy

AN ORDINANCE AMENDING SECTION 161.04.1 OF THE ADMINISTRATIVE CODE OF THE CODIFIED ORDINANCES AND DECLARING AN EMERGENCY

WHEREAS, Huron City Council removed the positions of Law Director, Finance Director, Service Director, Fire Chief and Police Chief from the Position and Salary Schedule in Codified Ordinance Section 161.04(a) by the adoption of Ordinance 2014-19 on August 12, 2014; and

WHEREAS, Section 161.04.1 was established by the adoption of Ordinance No. 2020-37 on December 8, 2020; and

WHEREAS, the positions and salaries must be reviewed and reconciled annually or as needed to acknowledge and ensure compliance and compensation authorization;

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

SECTION 1. That Codified Ordinance §161.04.1 **WHICH CURRENTLY READS AS FOLLOWS**, shall be and hereby is amended:

161.04.1 FULL TIME SALARIES OF THE LAW DIRECTOR, FINANCE DIRECTOR, SERVICE DIRECTOR, FIRE CHIEF, AND POLICE CHIEF.

The following positions and commensurate salaries are effective as of January 1, 2021

Position	Base Salary
Law Director	\$ 120,000.00
Finance Director	\$ 97,604.74
Service Director	\$ 78,520.00
Fire Chief	\$ 86,017.36
Police Chief	\$ 86,017.36

(Ord. 2020-37. Passed 12-8-20)

SECTION 2. That Codified Ordinance §161.04.1 of the Codified Ordinances of the City of Huron, Ohio is hereby amended, effective January 1, 2022, to read as follows:

Position	Base Salary
Law Director	\$150,000.00
Finance Director	\$ 99,559.90
Service Director	\$ 107,000.00
Fire Chief	\$ 87,737.71
Police Chief	\$ 87,737.71

(Ord. 2022-3. Passed 1-11-22)

SECTION 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

SECTION 4. To implement the established salary to take effect on January 1, 2022, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Ordinance No. 2022-4
DATE: January 11, 2022

Subject Matter/Background

In order to legally recognize the new striping patterns and signage on US Route 6 relating to the road diet/bike lanes, the City must update its traffic laws to reflect those changes. Upon adoption, this ordinance officially modifies the traffic laws of the City to reflect the new striping configuration and signage completed as part of the first phase of the US 6 Repaving Project.

Financial Review

There is no immediate financial impact related to this specific legislation. Any operational and maintenance cost through safety services will be reflected in the annual operational budget of the City.

Legal Review

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

Recommendation

If Council is in approval, a motion adopting Ordinance No. 2022-4 is in order.

[Ordinance No. 2022-4.docx](#)

[Ordinance No. 2022-4 Exhibit A.pdf](#)

ORDINANCE NO. 2022-4
Introduced by William Biddlecombe

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 305.01, TRAFFIC CONTROL MAP, AND CODIFIED ORDINANCE SECTION 305.02, TRAFFIC CONTROL FILE, REGARDING THE FINAL STRIPING PLAN AND SIGNAGE FOR THE US ROUTE 6 BICYCLE LANES BETWEEN BERLIN ROAD AND WILLIAMS STREET, AND DECLARING AN EMERGENCY.

WHEREAS, on August 10, 2021, Huron City Council approved the final striping plan for the US Route 6 bicycle lanes, a copy of which is attached hereto as Exhibit "A".

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

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

The final striping plan and signage for the US Route 6 bicycle lanes.

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

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

Section 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Ohio R.C. 121.22.

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

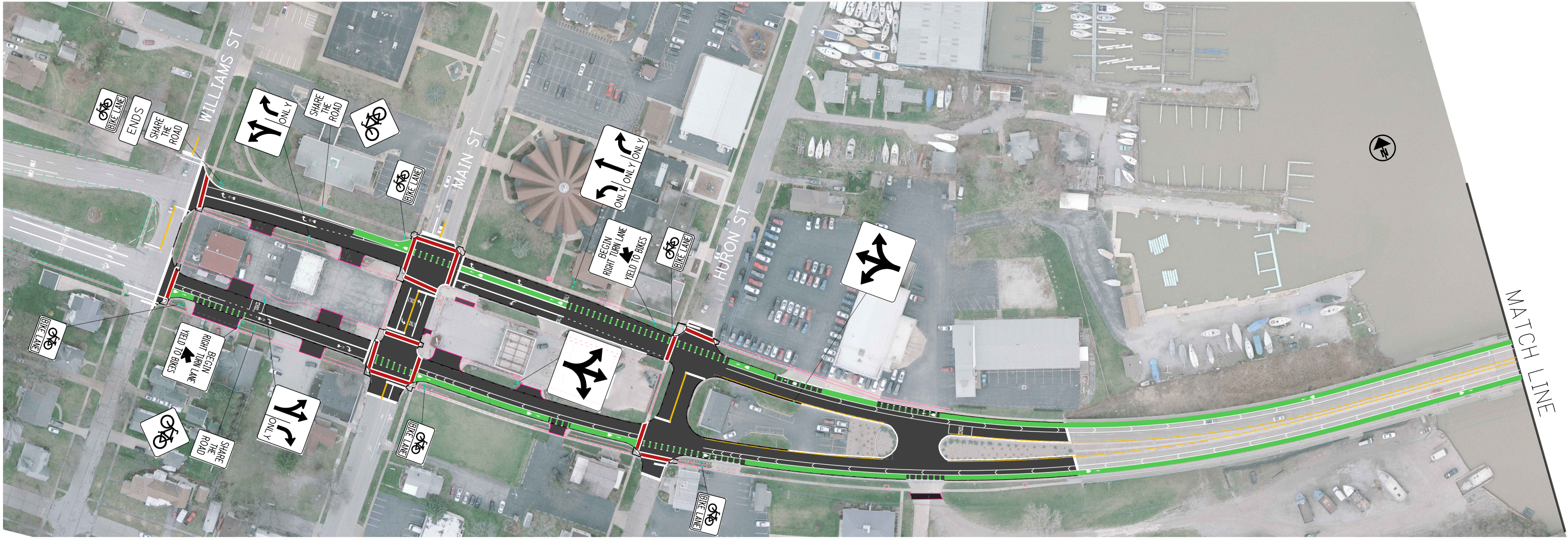
ADOPTED: _____



CITY OF HURON: U.S. 6 CORRIDOR

FUTURE TRAFFIC CONTROL - PROJECT 1
WILLIAMS STREET TO HURON RIVER

JULY 2021





CITY OF HURON: U.S. 6 CORRIDOR

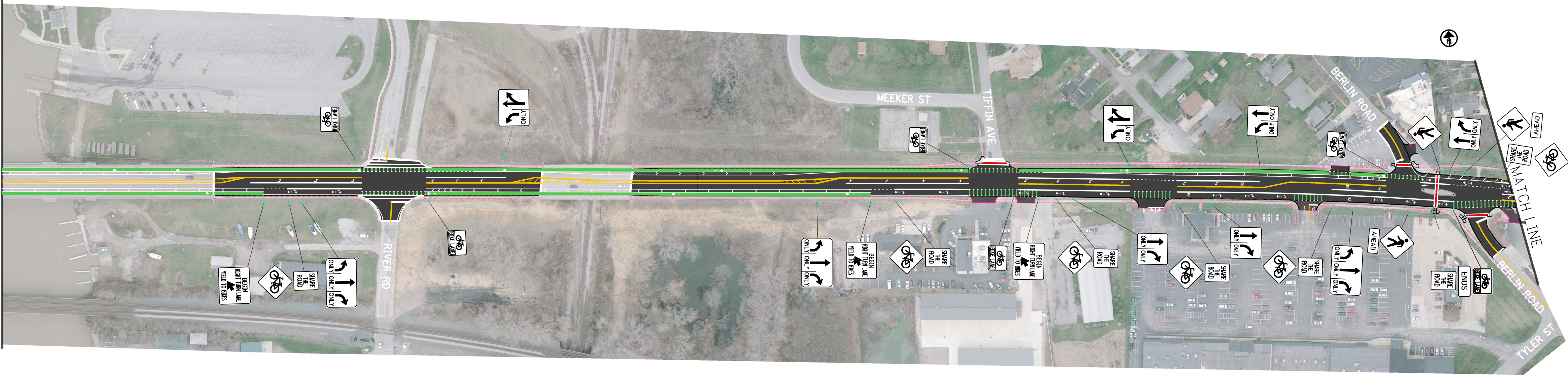
FUTURE TRAFFIC CONTROL - PROJECT 1
HURON RIVER TO BERLIN ROAD

JULY 2021

0 50 100
HORIZONTAL
SCALE IN FEET



MATCH LINE



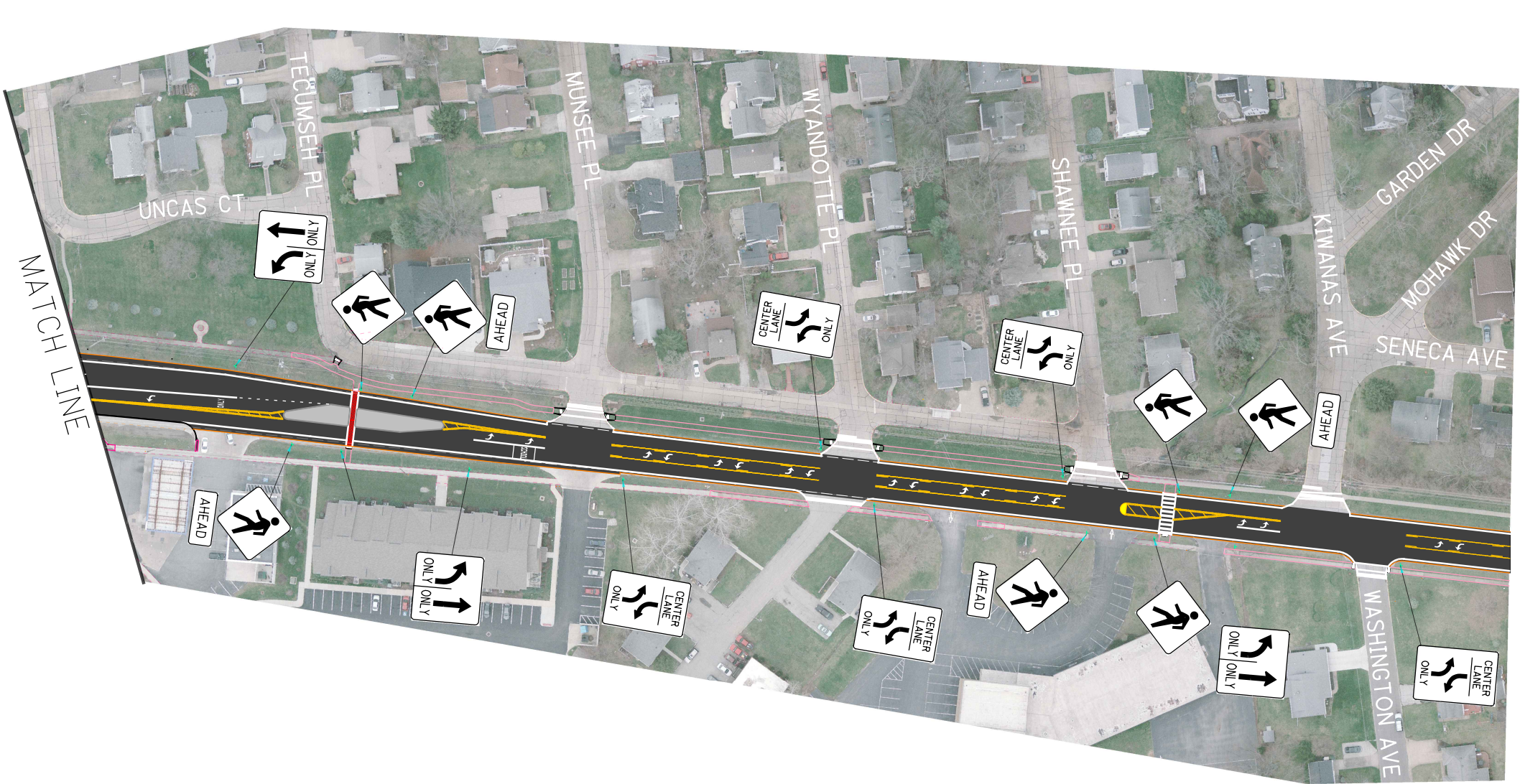
MATCH LINE



CITY OF HURON: U.S. 6 CORRIDOR

FUTURE TRAFFIC CONTROL - PROJECT 1
BERLIN ROAD TO WASHINGTON AVENUE

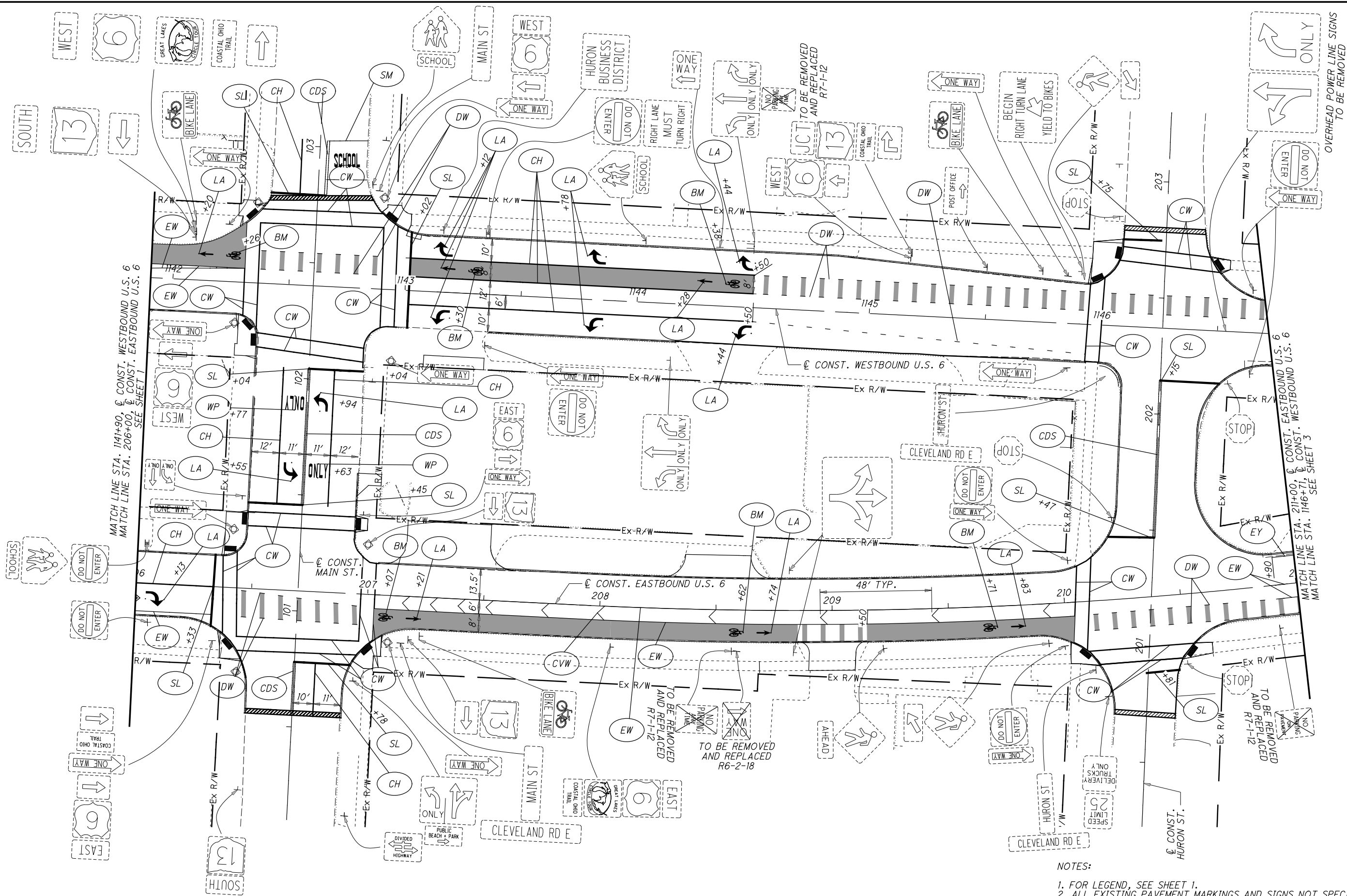
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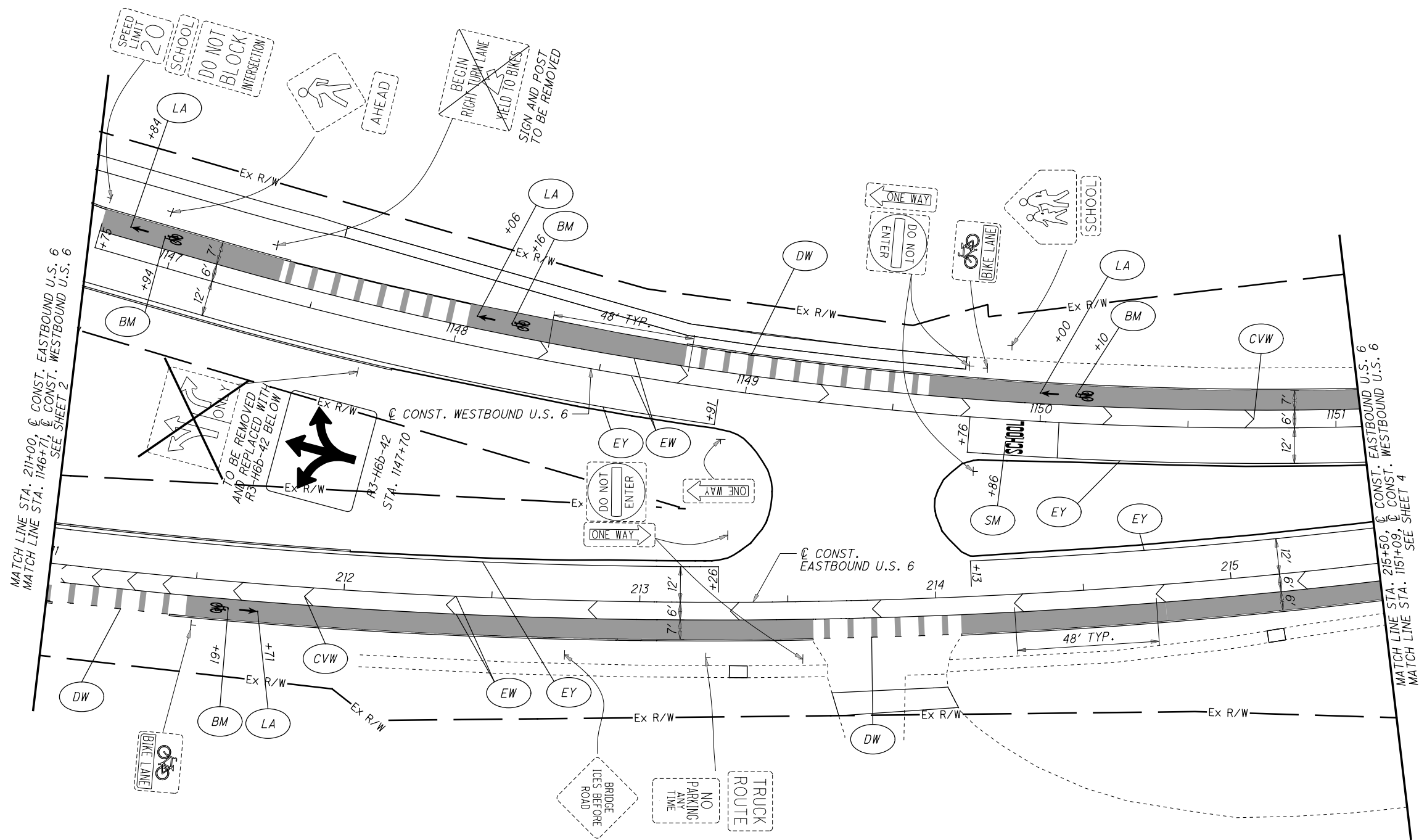


XX	EXISTING PAVEMENT MARKINGS TO REMAIN
EW	EDGE LINE, WHITE, 6"
CDS	CENTER LINE, DOUBLE SOLID
CH	CHANNELIZING LINE, 8"
SL	STOP LINE
CW	CROSSWALK LINE
YT	TRANSVERSE LINE, YELLOW
IY	ISLAND MARKING, YELLOW
SM	SCHOOL SYMBOL MARKING, 72"
LA	LANE ARROW
DW	DOTTED LINE, WHITE, 6"
CVW	CHEVRON MARKING, WHITE
WP	WORD ON PAVEMENT, 72"
BM	BICYCLE MARKING
BMS	BICYCLE MARKING W/ SHARROW
EY	EDGE LINE, YELLOW, 6"
CSD	CENTER LINE, SOLID/DASH
TY	TRANSVERSE LINE, WHITE



1. ALL EXISTING PAVEMENT MARKINGS AND SIGNS NOT SPECIFIED FOR REMOVAL AND/OR REPLACEMENT SHALL REMAIN AND BE PROTECTED.
2. APPLY ALL DASHED PAINT IN 8 FOOT CYCLES CONSISTING OF 2 FOOT DOT AND 6 FOOT GAP.
3. GREEN COLORED PAINT FOR BIKE LANES SHALL BE APPLIED AS SHADED ON THE PLANS.
4. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.





NOTES:

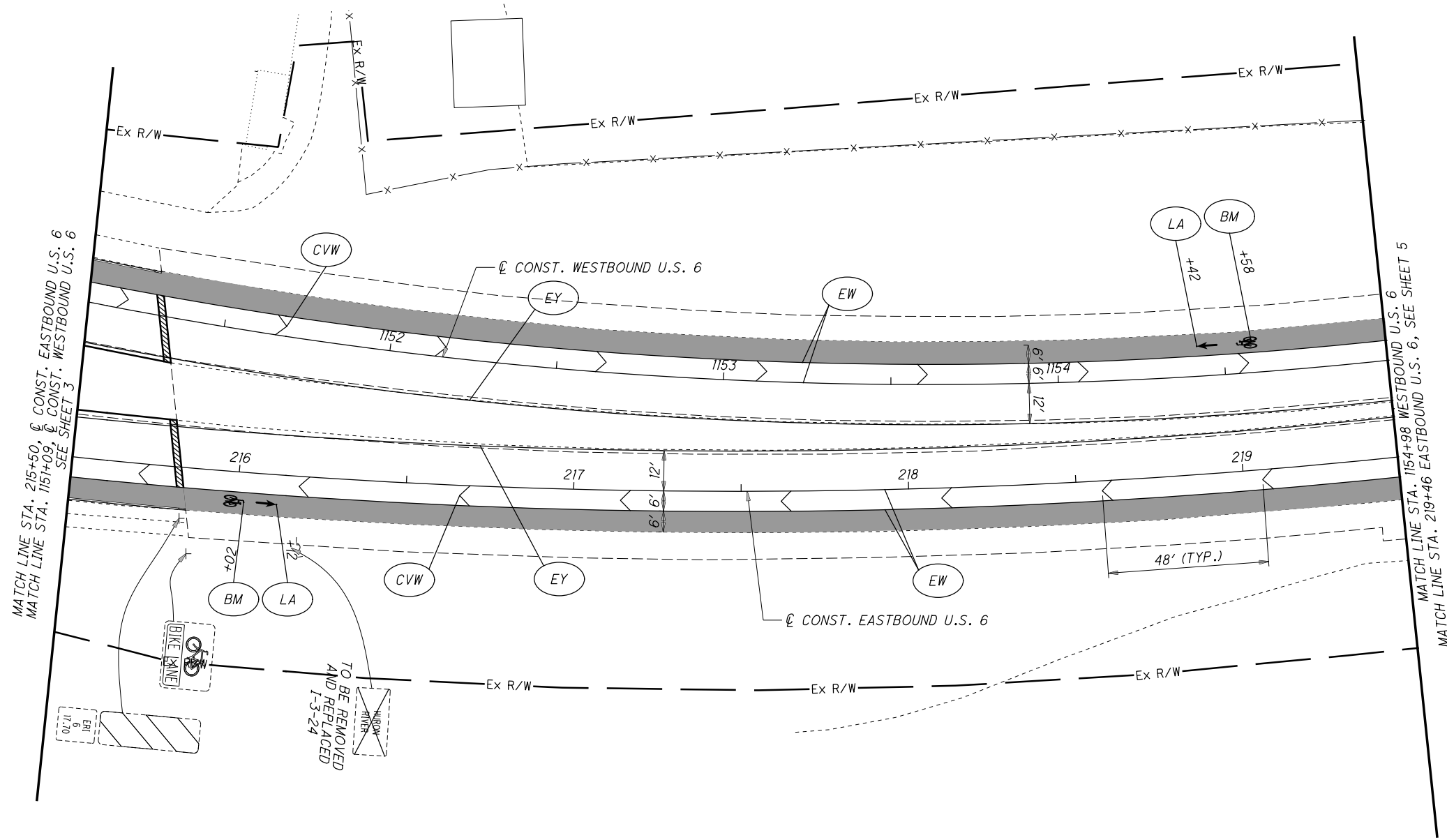
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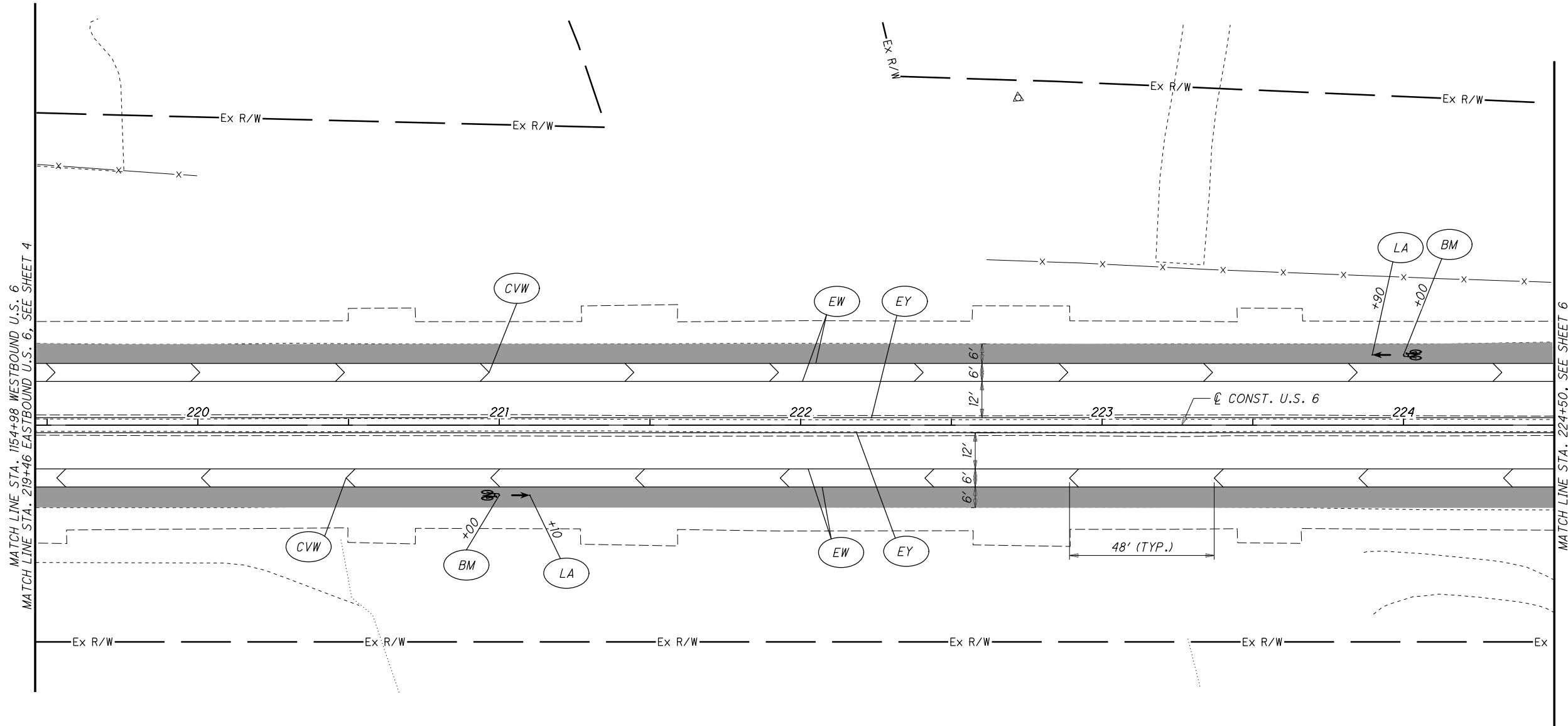
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TRAFFIC CONTROL PLAN-EB / WB U.S. 6
STA. 211+00/ 1146+71 TO STA. 215+50/ 1151+09

ERI-6-17.49



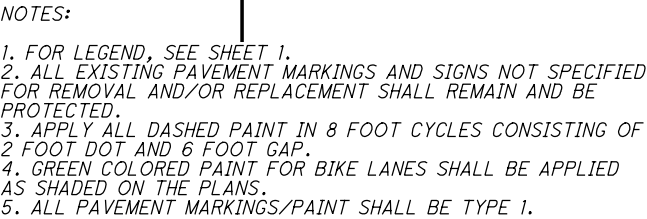
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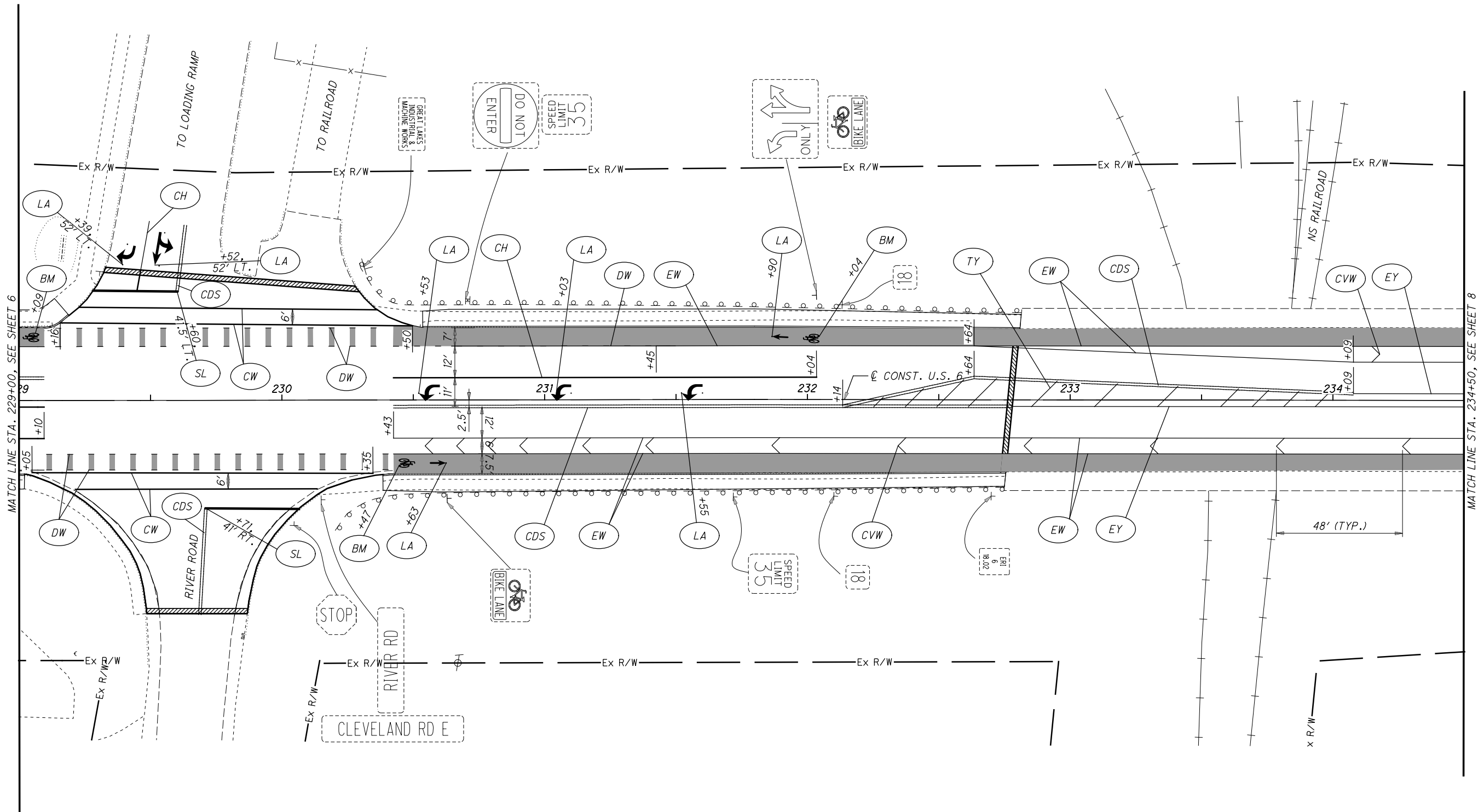


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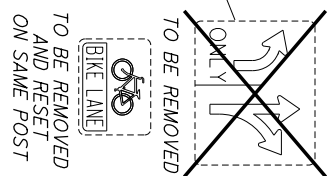
TRAFFIC CONTROL PLAN - U.S. 6
STA. 219+46 TO STA. 224+50

ERI-6-17.49

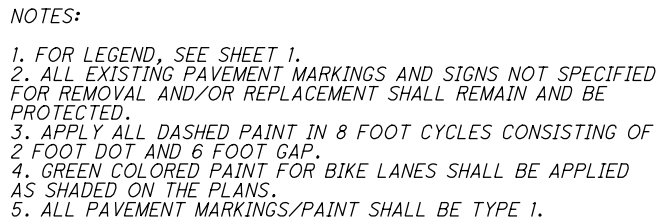


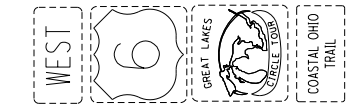


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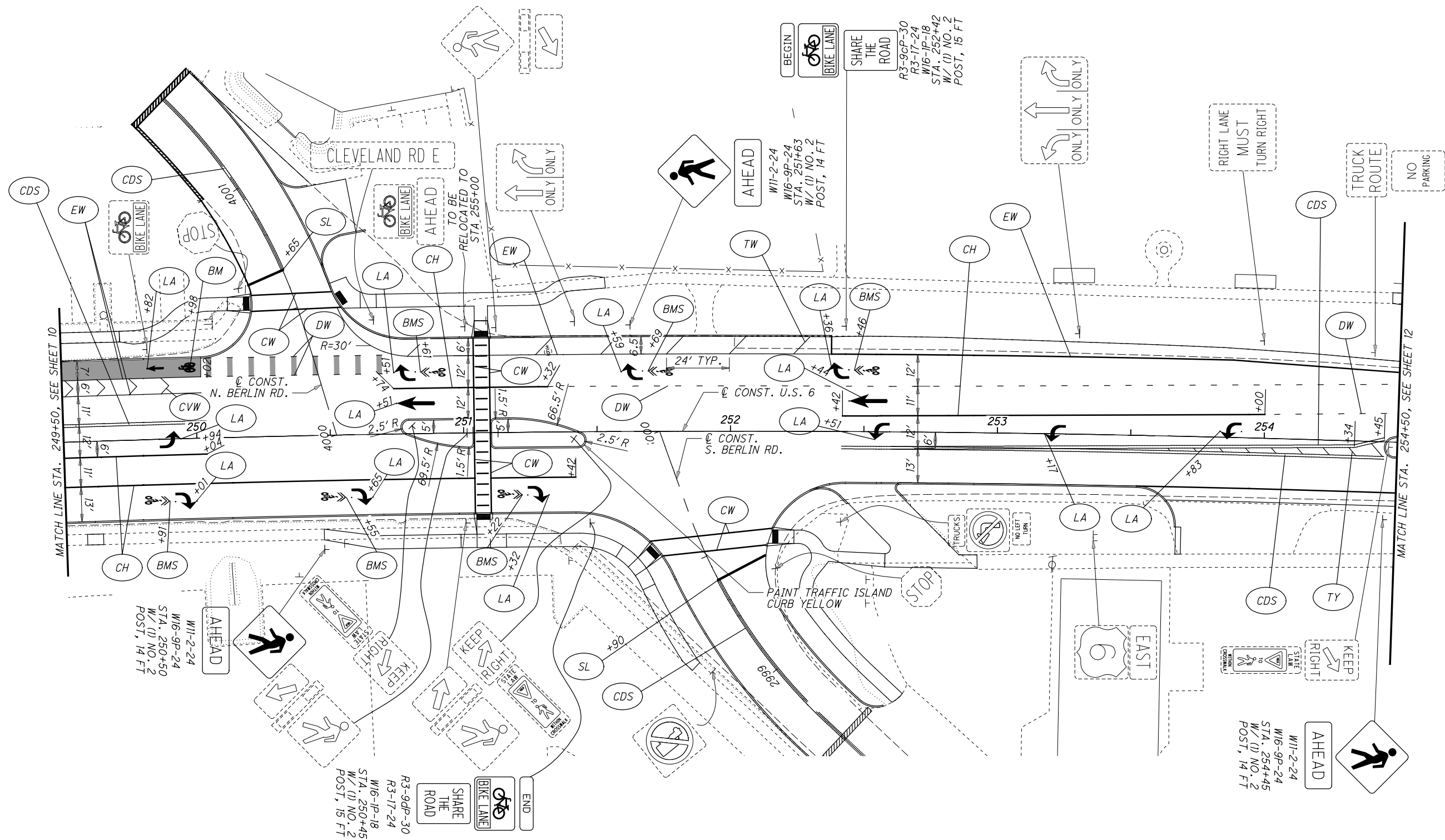


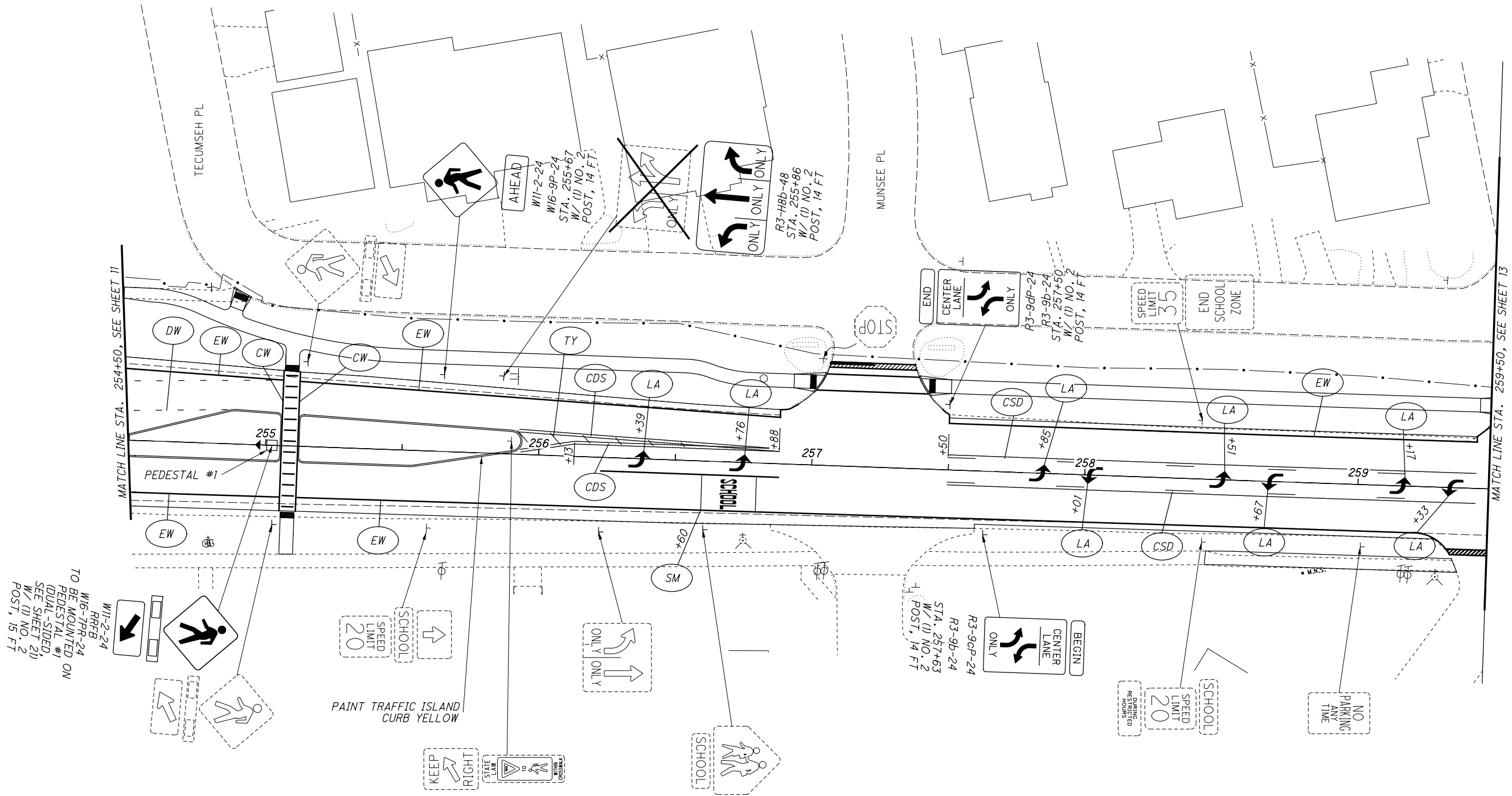
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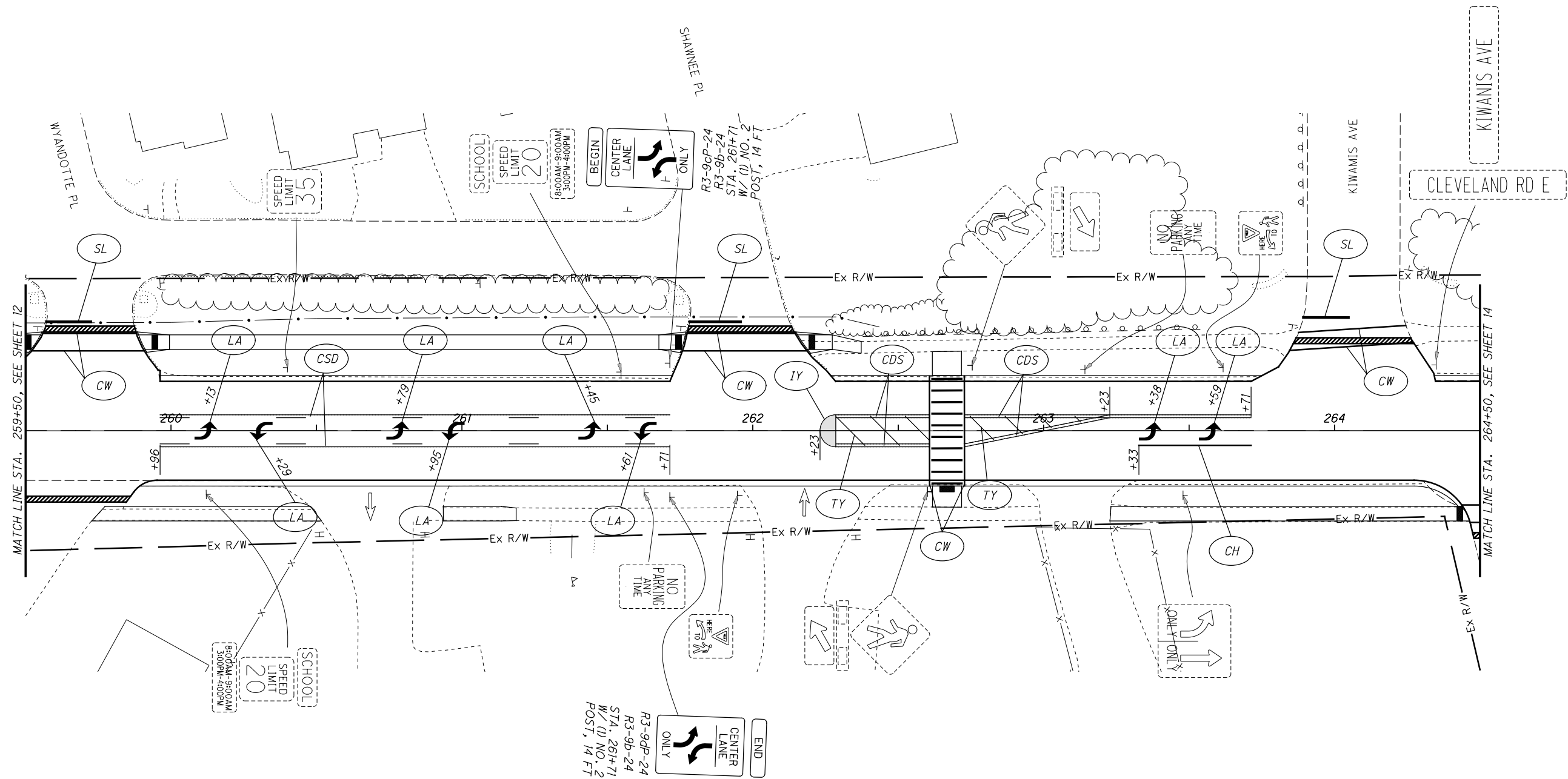


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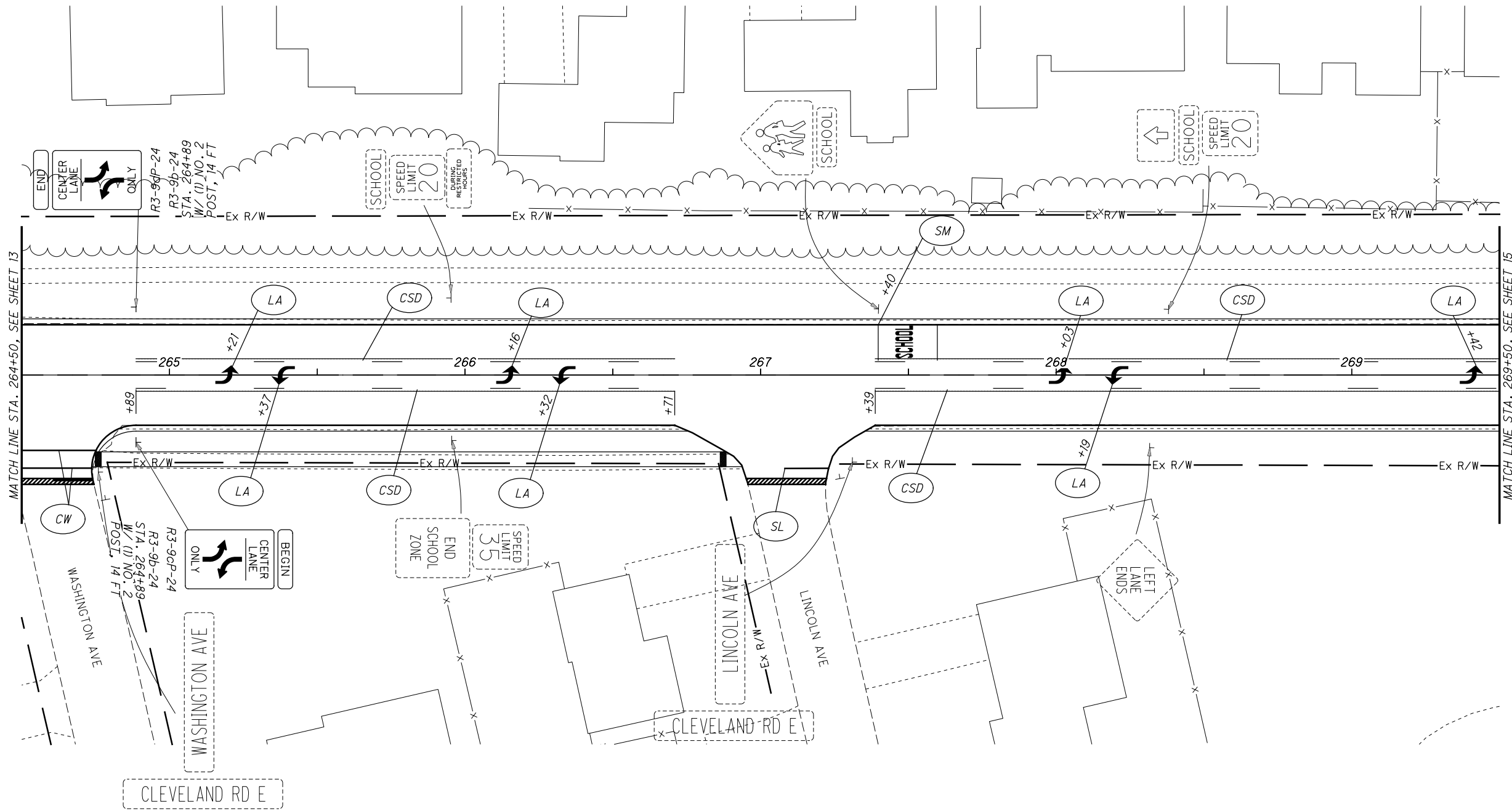




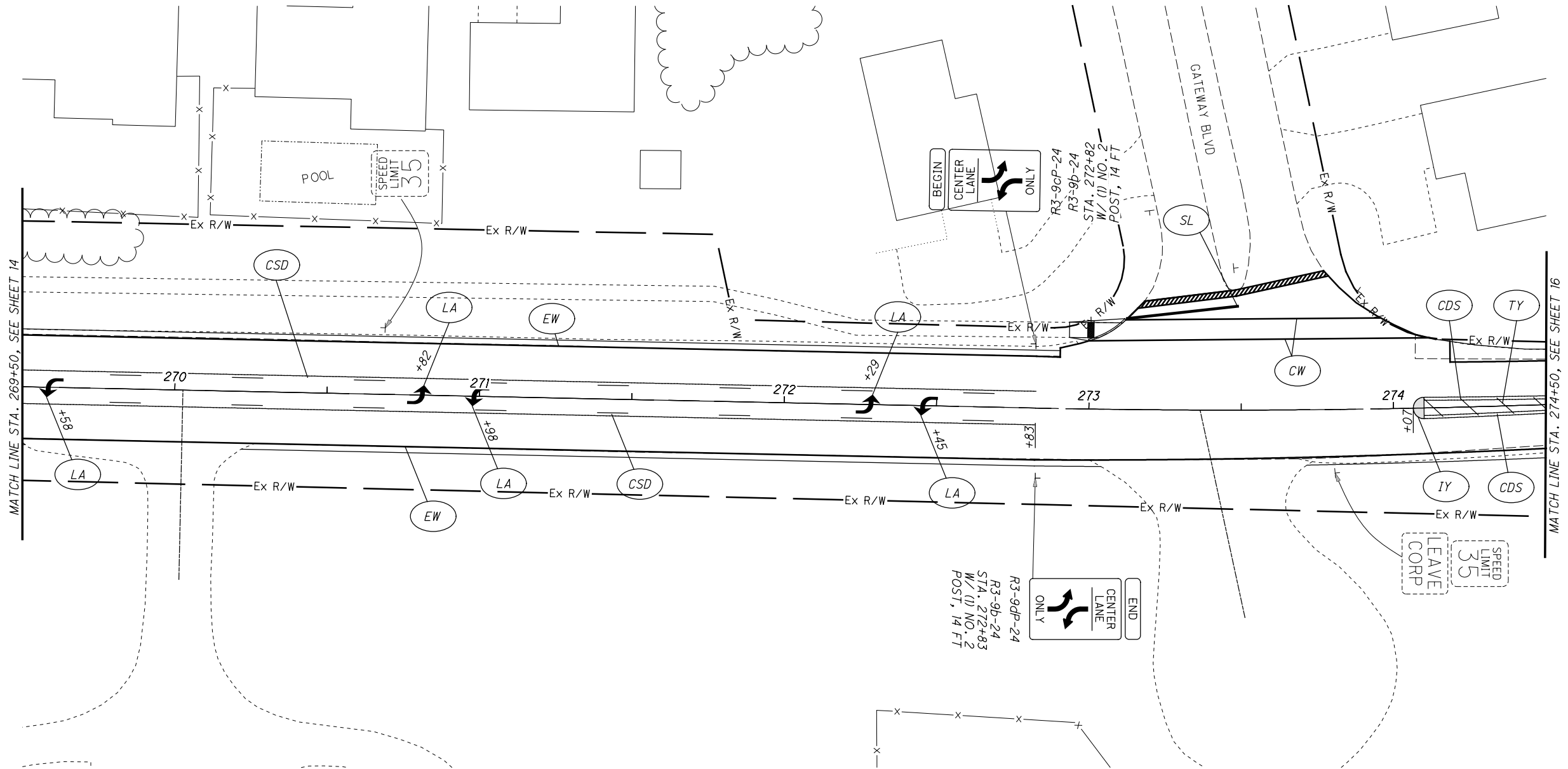
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 5. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.



- NOTES:
1. FOR LEGEND, SEE SHEET 1.
 2. ALL EXISTING PAVEMENT MARKINGS AND SIGNS NOT SPECIFIED FOR REMOVAL AND/OR REPLACEMENT SHALL REMAIN AND BE PROTECTED.
 3. APPLY ALL DASHED PAINT IN 8 FOOT CYCLES CONSISTING OF 2 FOOT DOT AND 6 FOOT GAP.
 4. GREEN COLORED PAINT FOR BIKE LANES SHALL BE APPLIED AS SHADED ON THE PLANS.
 5. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.



- NOTES:
1. FOR LEGEND, SEE SHEET 1.
 2. ALL EXISTING PAVEMENT MARKINGS AND SIGNS NOT SPECIFIED FOR REMOVAL AND/OR REPLACEMENT SHALL REMAIN AND BE PROTECTED.
 3. APPLY ALL DASHED PAINT IN 8 FOOT CYCLES CONSISTING OF 2 FOOT DOT AND 6 FOOT GAP.
 4. GREEN COLORED PAINT FOR BIKE LANES SHALL BE APPLIED AS SHADED ON THE PLANS.
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 2. ALL EXISTING PAVEMENT MARKINGS AND SIGNS NOT SPECIFIED FOR REMOVAL AND/OR REPLACEMENT SHALL REMAIN AND BE PROTECTED.
 3. APPLY ALL DASHED PAINT IN 8 FOOT CYCLES CONSISTING OF 2 FOOT DOT AND 6 FOOT GAP.
 4. GREEN COLORED PAINT FOR BIKE LANES SHALL BE APPLIED AS SHADED ON THE PLANS.
 5. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.

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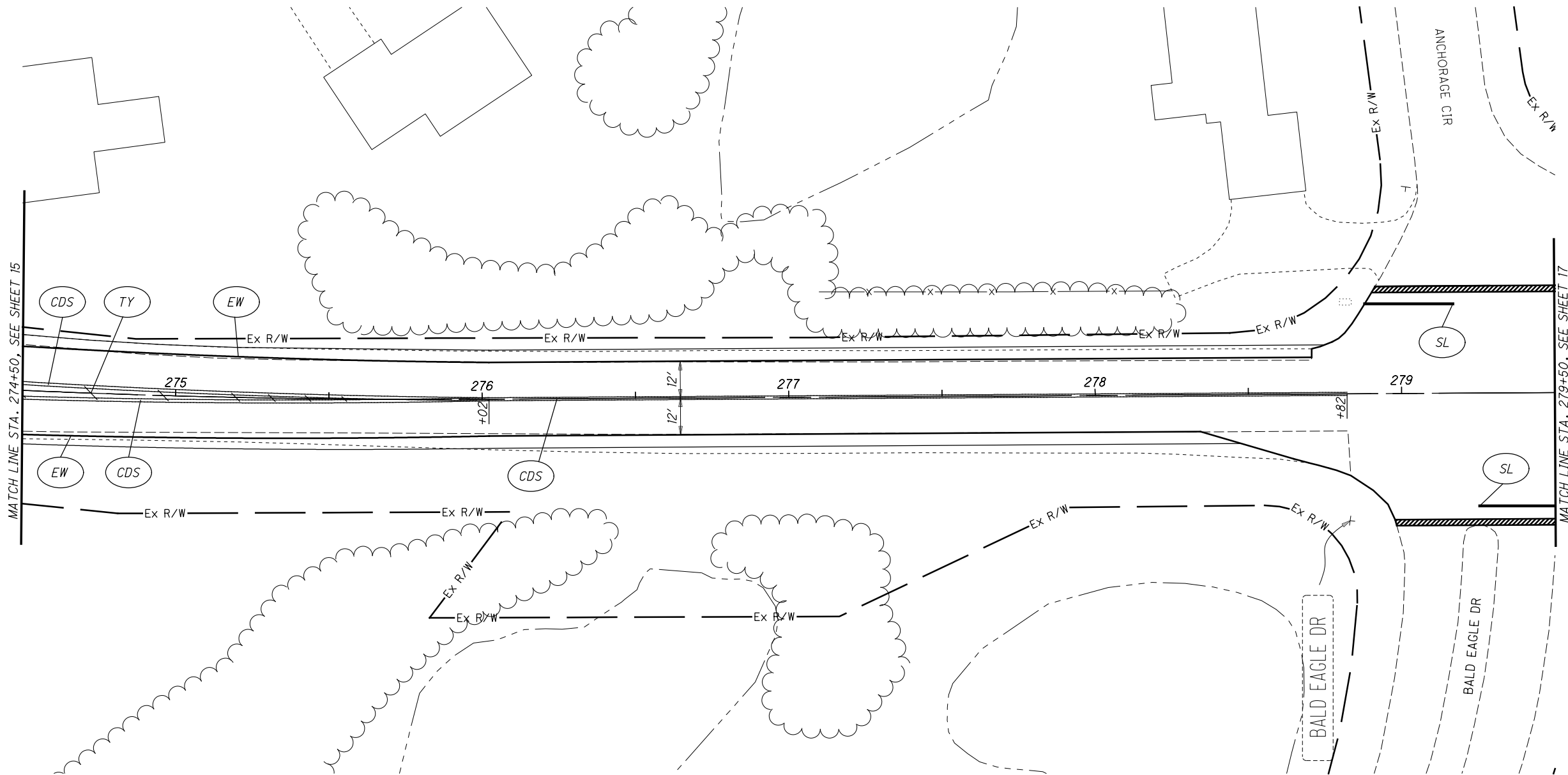
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TRAFFIC CONTROL PLAN - U.S. 6

STA. 269+50 TO STA. 274+50



NOTES:

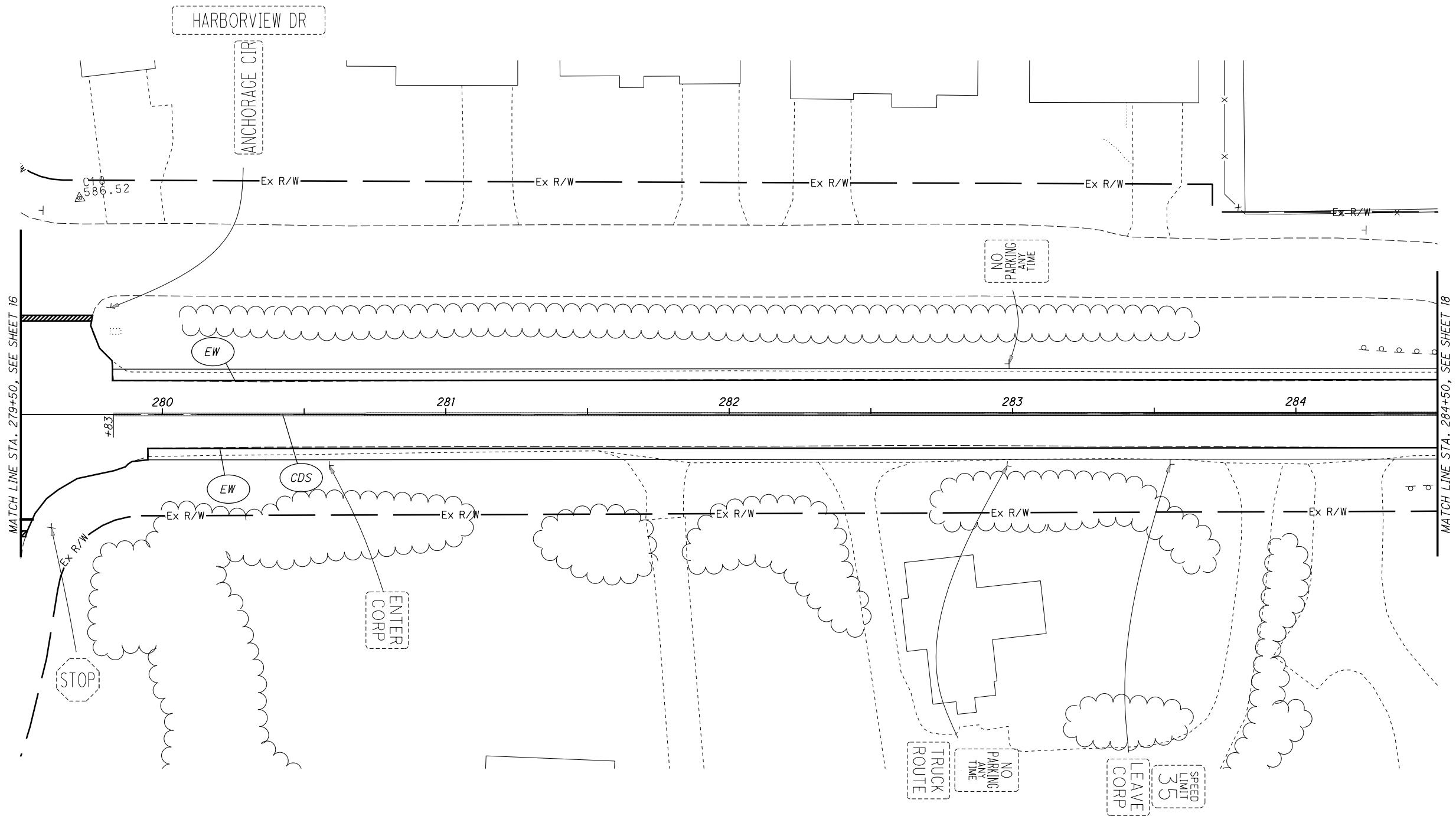
1. FOR LEGEND, SEE SHEET 1.
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5. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.



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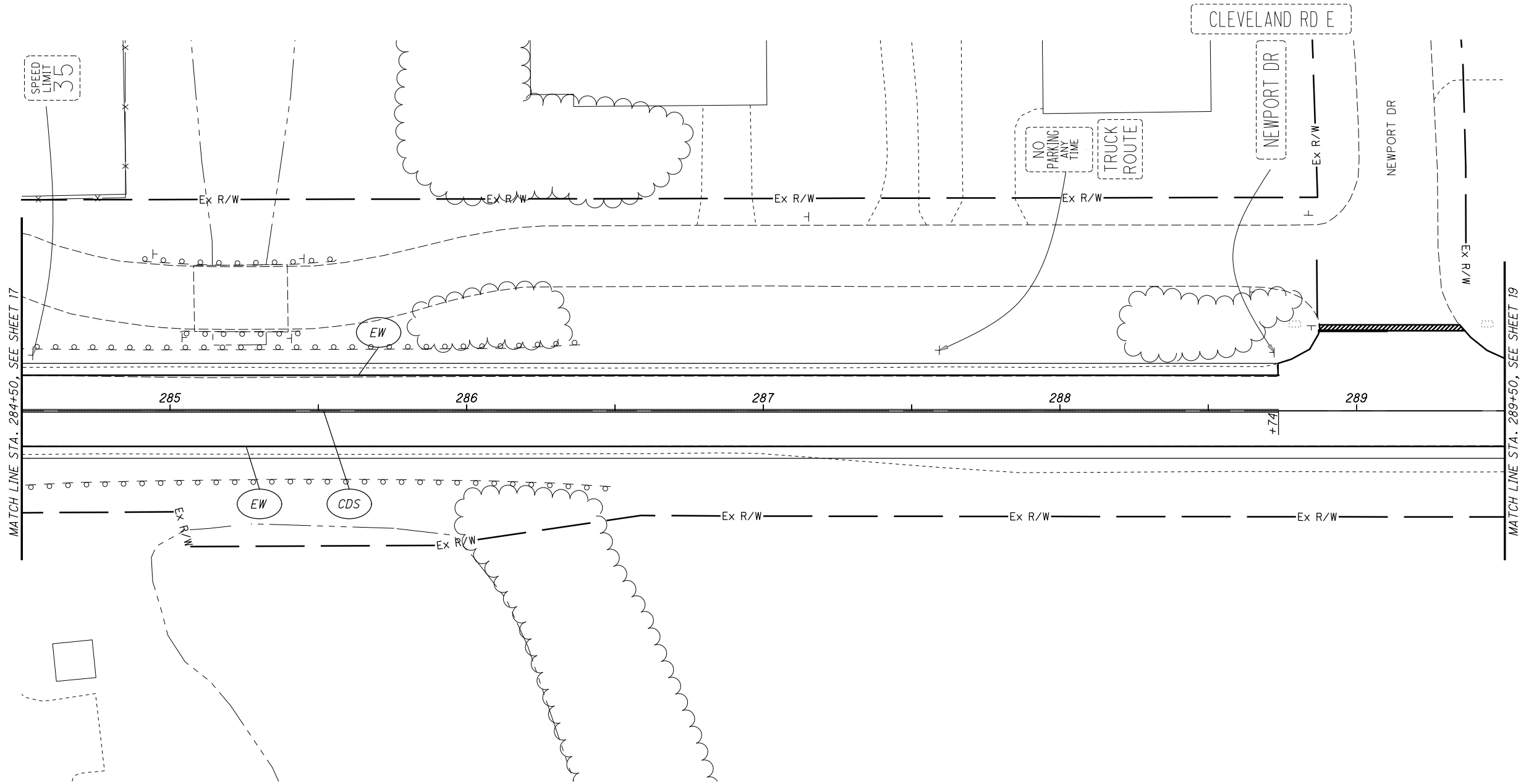
TRAFFIC CONTROL PLAN - U.S. 6
STA. 274+50 TO STA. 279+50

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NOTES:

1. FOR LEGEND, SEE SHEET 1.
2. ALL EXISTING PAVEMENT MARKINGS AND SIGNS NOT SPECIFIED FOR REMOVAL AND/OR REPLACEMENT SHALL REMAIN AND BE PROTECTED.
3. APPLY ALL DASHED PAINT IN 8 FOOT CYCLES CONSISTING OF 2 FOOT DOT AND 6 FOOT GAP.
4. GREEN COLORED PAINT FOR BIKE LANES SHALL BE APPLIED AS SHADED ON THE PLANS.
5. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.



- NOTES:
- 1. FOR LEGEND, SEE SHEET 1.
 - 2. ALL EXISTING PAVEMENT MARKINGS AND SIGNS NOT SPECIFIED FOR REMOVAL AND/OR REPLACEMENT SHALL REMAIN AND BE PROTECTED.
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 - 5. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.

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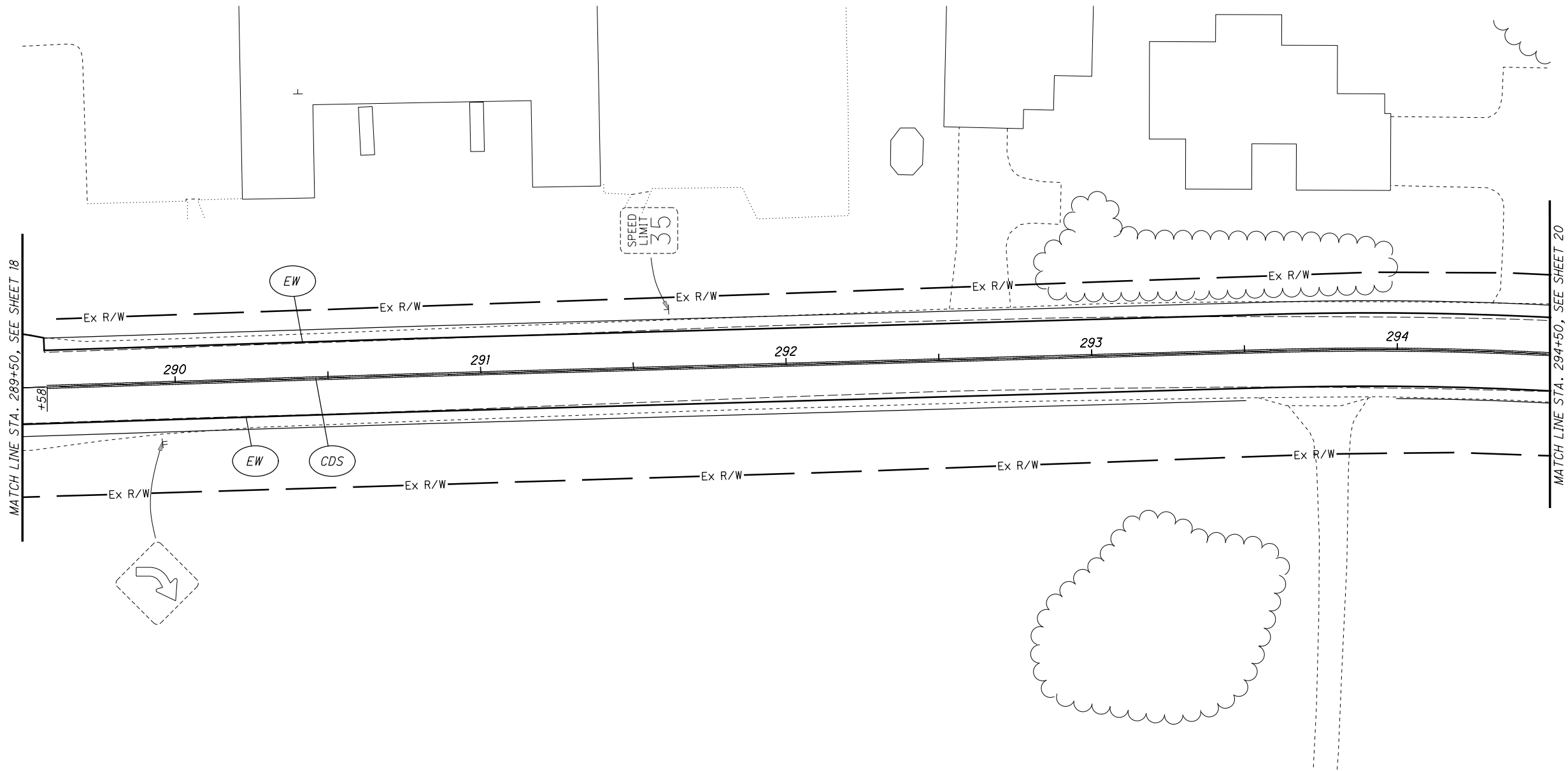
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TRAFFIC CONTROL PLAN - U.S. 6
STA. 284+50 TO STA. 289+50



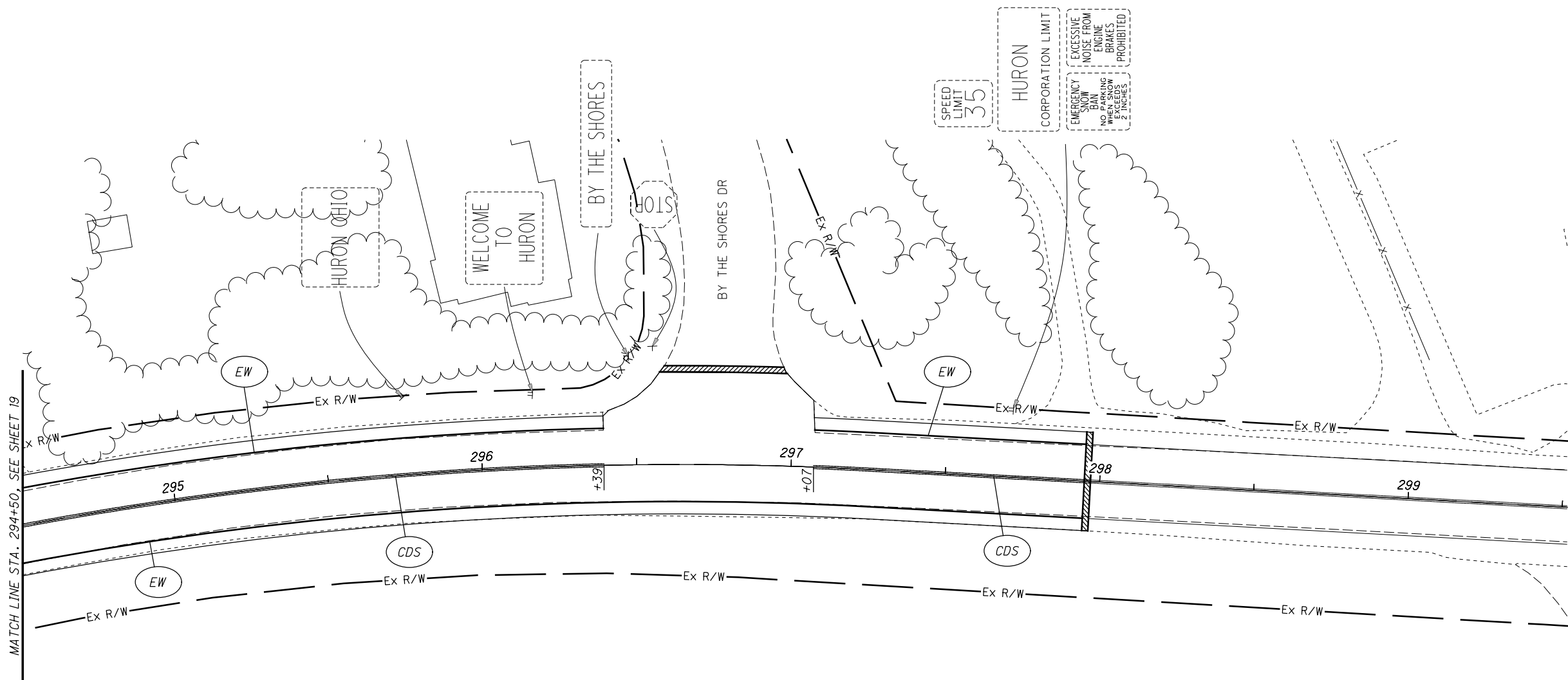
- NOTES:
1. FOR LEGEND, SEE SHEET 1.
 2. ALL EXISTING PAVEMENT MARKINGS AND SIGNS NOT SPECIFIED FOR REMOVAL AND/OR REPLACEMENT SHALL REMAIN AND BE PROTECTED.
 3. APPLY ALL DASHED PAINT IN 8 FOOT CYCLES CONSISTING OF 2 FOOT DOT AND 6 FOOT GAP.
 4. GREEN COLORED PAINT FOR BIKE LANES SHALL BE APPLIED AS SHADED ON THE PLANS.
 5. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.

CALCULATED
JAM

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SCALE IN FEET

TRAFFIC CONTROL PLAN - US.S 6
STA. 289+50 TO STA. 294+50



NOTES:

1. FOR LEGEND, SEE SHEET 1.
2. ALL EXISTING PAVEMENT MARKINGS AND SIGNS NOT SPECIFIED FOR REMOVAL AND/OR REPLACEMENT SHALL REMAIN AND BE PROTECTED.
3. APPLY ALL DASHED PAINT IN 8 FOOT CYCLES CONSISTING OF 2 FOOT DOT AND 6 FOOT GAP.
4. GREEN COLORED PAINT FOR BIKE LANES SHALL BE APPLIED AS SHADED ON THE PLANS.
5. ALL PAVEMENT MARKINGS/PAINT SHALL BE TYPE 1.

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630 SIGNING MISC.: SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY

THIS WORK SHALL CONSIST OF FURNISHING AND INSTALLING A SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY. THE FLASHING UNIT SHALL BE SOLAR POWERED, PEDESTRIAN ACTIVATED, AND 2-SIDED WITH TWO LED ARRAY BASED YELLOW INDICATIONS ON EACH SIDE. MULTIPLE UNITS SHALL BE WIRELESSLY CONTROLLED AND SYNCHRONIZED. THE UNIT SHALL BE COMPLIANT WITH THE MOST CURRENT OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (OMUTCD) AND FHWA INTERIM APPROVAL FOR RRFBs (IA-21).

GENERAL REQUIREMENTS -

EACH RRFB SHALL CONSIST OF TWO RAPIDLY FLASHED RECTANGULAR-SHAPED YELLOW INDICATIONS HAVING LED ARRAY BASED LIGHT SOURCE.

EACH RRFB SHALL BE A COMPLETE ASSEMBLY, CONSISTING OF BUT NOT LIMITED TO, SIGNAGE, SIGN MOUNTING HARDWARE, INDICATIONS AND ELECTRICAL COMPONENTS (WIRING, SOLID-STATE CIRCUIT BOARDS, ETC.).

FUNCTIONAL REQUIREMENTS -

EACH RRFB SHALL UTILIZE SOLAR POWER.

EACH RRFB SHALL BE ACTIVATED BY ADA COMPLIANT PUSHBUTTONS.

THE RRFB SHALL BE NORMALLY DARK, SHALL INITIATE OPERATION ONLY UPON PEDESTRIAN ACTUATION, AND SHALL CEASE OPERATION AFTER A PREDETERMINED TIME LIMIT (BASED ON OMUTCD PROCEDURES).

EACH REMOTE RRFB SHALL BE WIRELESSLY ACTIVATED.

ALL RRFB LIGHT INDICATIONS SHALL BE WIRELESSLY SYNCHRONIZED (ALL LIGHTS WILL TURN ON WITHIN 120 MSEC AND REMAIN SYNCHRONIZED THROUGHOUT THE DURATION OF THE FLASHING CYCLE).

THE UNIT SHALL BE CAPABLE OF RUNNING 14 DAYS WITHOUT SUNLIGHT.

630 SIGNING MISC.: SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY (CONTINUED)

MATERIALS -

FURNISH A COMPLETE ASSEMBLY, CONSISTING OF BUT NOT LIMITED TO, SIGNAGE, SIGN MOUNTING HARDWARE, INDICATIONS, AND ELECTRICAL COMPONENTS (WIRING, SOLID-STATE CIRCUIT BOARDS, ETC.). THE RRFB ASSEMBLY INCLUDES THE FOLLOWING ITEMS:

1. RRFB INDICATIONS

A. EACH RRFB INDICATION LENS SHALL BE A MINIMUM SIZE OF APPROXIMATELY 5" WIDE X 2" HIGH.

B. THE RRFB INDICATIONS SHALL BE ALIGNED HORIZONTALLY, WITH THE LONGER DIMENSION OF THE INDICATION HORIZONTAL. THERE SHALL BE TWO INDICATIONS ON THE FRONT AND TWO INDICATIONS ON THE BACK.

C. EACH RRFB SHALL BE SUPPLIED WITH ALL REQUIRED HARDWARE TO INSTALL ASSEMBLY. ALL EXPOSED HARDWARE SHALL BE ANTI-VANDAL.

D. EACH RRFB SHALL BE LOCATED BETWEEN THE BOTTOM OF THE CROSSING WARNING SIGN AND THE TOP OF THE SUPPLEMENTAL DOWNWARD DIAGONAL ARROW PLAQUE.

E. THE LIGHT INTENSITY OF THE YELLOW INDICATIONS SHALL MEET THE MINIMUM CLASS 1 SPECIFICATIONS OF SOCIETY OF AUTOMOTIVE ENGINEERS (SAE) STANDARD J595 (DIRECTIONAL FLASHING OPTICAL WARNING DEVICES FOR AUTHORIZED EMERGENCY, MAINTENANCE, AND SERVICE VEHICLES) DATED JANUARY, 2005.

F. TO MINIMIZE EXCESSIVE GLARE DURING NIGHTTIME CONDITIONS, AN AUTOMATIC SIGNAL DIMMING DEVICE SHALL BE USED TO REDUCE THE BRILLIANCE OF THE RRFB INDICATIONS.

G. A SMALL LED CONFIRMATION LIGHT DIRECTED AT AND VISIBLE TO PEDESTRIANS IN THE CROSSWALK SHALL BE INSTALLED INTEGRAL TO THE RRFB OR PUSHBUTTON TO GIVE CONFIRMATION THAT THE RRFB IS IN OPERATION.

2. SIGNS

A. ALL SIGN ASSEMBLIES SHALL USE ANTI-VANDAL FASTENERS TO MOUNT COMPONENTS TO SIGN AND SIGN TO FIXTURE.

B. PEDESTRIAN PUSHBUTTONS SIGNS SHALL BE PROVIDED AND INCLUDE THE LEGEND "PUSH BUTTON TO TURN ON WARNING LIGHTS". SIGNS SHOULD BE MOUNTED ADJACENT TO OR INTEGRAL WITH EACH PEDESTRIAN PUSHBUTTON.

C. TWO SETS OF SIGNS SHALL BE REQUIRED PER UNIT FOR VIEW FROM EACH APPROACH.

D. ASSURE SIGN MEETS THE REQUIREMENTS OF C&MS 630.

3. CONTROL CIRCUIT

A. THE CONTROL CIRCUIT SHALL HAVE THE CAPABILITY OF INDEPENDENTLY FLASHING UP TO TWO INDEPENDENT OUTPUTS. THE LED LIGHT OUTPUTS AND FLASH PATTERN SHALL BE COMPLETELY PROGRAMMABLE.

B. THE CONTROL CIRCUIT SHALL BE SEALED WATERTIGHT TO ELIMINATE DIRT CONTAMINATION AND ALLOW FOR SAFE HANDLING IN ALL WEATHER CONDITIONS.

C. THE LEDS SHALL BE SEALED AGAINST DUST AND MOISTURE INTRUSION AS PER THE REQUIREMENTS OF NEMA STANDARD 250-1991 FOR TYPE 4 ENCLOSURE AND TO PROTECT ALL INTERNAL LED AND ELECTRICAL COMPONENTS.

630 SIGNING MISC.: SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY (CONTINUED)

4. BATTERY AND SOLAR PANELS

A. BATTERY UNIT SHALL BE A 12VDC, 35 AHR MINIMUM, SEALED GEL OR AGM LEAD ACID BATTERY. BATTERIES SHALL HAVE A WRITTEN TWO YEAR FULL REPLACEMENT WARRANTY.

B. THE SOLAR PANEL SHALL PROVIDE A MINIMUM OF 40 WATTS PEAK TOTAL OUTPUT.

C. THE SOLAR PANEL SHALL BE MOUNTED TO AN ALUMINUM PLATE AND BRACKET AT AN ANGLE OF 45 DEGREES - 60 DEGREES TO PROVIDE MAXIMUM OUTPUT.

D. ALL FASTENERS USED SHALL BE ANTI-VANDAL.

5. WIRELESS RADIO

A. RADIO CONTROL SHALL OPERATE ON A 900 MHZ FREQUENCY HOPPING SPREAD SPECTRUM NETWORK, WI-FI OR APPROVED EQUAL.

B. RADIO SHALL INTEGRATE COMMUNICATION OF RRFB CONTROL CIRCUIT TO ACTIVATE SIGN FROM PUSHBUTTON INPUT.

C. THE RADIO SHALL BE SYNCHRONIZED SO ALL OF THE REMOTE RRFB LIGHT INDICATIONS WILL TURN ON WITHIN 120 MSEC OF EACH OTHER AND REMAIN SYNCHRONIZED THROUGH-OUT THE DURATION OF THE FLASHING CYCLE.

6. PUSHBUTTON

A. THE PUSHBUTTON SHALL BE CAPABLE OF CONTINUOUS OPERATION OVER A TEMPERATURE RANGE OF -30 DEGREES F TO +165 DEGREES F.

B. PUSHBUTTON SHALL BE ADA COMPLIANT.

7. PEDESTAL SHAFT AND BASE - MOUNT ON A STANDARD 4.5-INCH OD ALUMINUM PEDESTAL POLE WITH BREAKAWAY BASE. A 14 FOOT POLE SHALL BE PROVIDED AND FIELD ADJUSTED AND CAPPED TO MAINTAIN THE PROPER SIGN MOUNTING HEIGHTS, UNLESS SPECIFIED OTHERWISE IN THE PLANS. POLE AND BASE MANUFACTURER SHALL BE LISTED ON ODOT'S QUALIFIED PRODUCTS LIST.

CONSTRUCTION -

THE RRFB SHALL BE ASSEMBLED AND CONSTRUCTED BY THE CONTRACTOR AS SHOWN AND SPECIFIED ON THE PLANS.

WARRANTY -

WARRANTY SHALL BE TWO YEARS FROM THE DATE OF FINAL ACCEPTANCE.

MEASUREMENT -

THE DEPARTMENT WILL MEASURE THE ITEM COMPLETE IN PLACE, INCLUDING ALL MATERIALS, TESTING, LABOR AND SOFTWARE FOR A FULLY FUNCTIONAL UNIT

PAYMENT -

PAYMENT WILL BE AT THE CONTRACT UNIT PRICE PER EACH FOR ITEM 630 "SIGNING MISC.: SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY".

ITEM 630, SIGNING MISC.: SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY 7 EACH

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MAINTENANCE OF TRAFFIC GENERAL NOTES			
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TO: Mayor Artino and City Council
FROM: Erik Engle
RE: Ordinance No. 2022-5
DATE: January 11, 2022

Subject Matter/Background

The Planning Commission held a public hearing for the case of the rezoning of the ConAgra parcel from the current I-2 (General Industrial) to MU-GD (Mixed Use-Granary District) on December 15, 2021, where it made the recommendation to City Council for approval.

In addition, and by separate action, the Planning Commission made recommendations for several amendments to the Mixed Used Chapter (Section 1127), specifically Appendix A Permitted Uses (Section 1127.10). The proposed amendments attached as Exhibit B for Council's consideration include the following edits:

1. Residential and Lodging

Items C and D; clarifying the language by adding "**commercial building**"

b. Items C and D; clarifying the language by adding "**commercial building**"

2. Adding an item H - **Transient Rental use**. It was agreed that transient rental would be permitted by right for the mixed-use districts since transient rentals are allowed by right in all other residential districts citywide. It was determined that any potential transient rental use restrictions on the ConAgra site could be implemented through a development agreement through the negotiation process.

3. Retail, Entertainment

Item I. Outdoor displays or sales – changing permitted use by right (P) in MU-GD to a **Conditional use (C)** to be consistent with the other mixed-use districts

As recommended by Erik Engle, Planning and Zoning Manager, an additional change included in the amendment to Appendix A is to include places of worship/churches as a Permitted Use, as by Federal law, this use cannot be more restricted than other places of assembly.

Financial Review

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2022-5 is in order.

[Ordinance No. 2022-5.docx](#)

[Ordinance No. 2022-5 Exhibit A.pdf](#)

[Ordinance No. 2022-5 Exhibit B.pdf](#)

ORDINANCE NO. 2022-5

Introduced by Mark Claus

AN ORDINANCE AMENDING APPENDIX A “PERMITTED USES” TO CHAPTER 1127 “MIXED-USE DISTRICTS” OF THE CODIFIED ORDINANCES OF THE CITY OF HURON TO ADDRESS DWELLING UNITS IN COMMERCIAL BUILDINGS, TO PERMIT TRANSIENT RENTALS, TO CONDITIONALLY PERMIT OUTDOOR DISPLAYS OR SALES, AND TO PERMIT PLACES OF WORSHIP/CHURCHES IN MIXED-USE ZONING DISTRICTS.

WHEREAS, after recommendation by the Planning Commission made by separate action at its meeting held on December 15, 2021 following a public hearing held on the City’s application to rezone the ConAgra Site property (PPN: 42-61270.001), this Council desires to amend Appendix A of Section 1127 of the Codified Ordinances of the City of Huron to allow additional permitted uses for mixed-use properties in MU-RFD, MU-CD and MU-GD zoning districts.

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

SECTION 1. That Appendix A to Chapter 1127 of the Codified Ordinances of the City of Huron, Ohio, which currently reads as follows: (refer to Exhibit “A” attached), shall be and hereby is repealed.

SECTION 2. That Appendix A to Chapter 1127 of the Codified Ordinances of the City of Huron, Ohio is hereby amended to read as follows: (refer to Exhibit “B” attached).

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

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.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Appendix A - Permitted Uses

Use	MU-RFD	MU-CD	MU-GD
Residential and Lodging			
A. Single-family dwellings	NP	NP	NP
B. Townhouses, stacked or otherwise	P	P	P
C. Dwelling units on the first floor of a building	NP	NP	NP
D. Dwelling units above the first floor of a building	P	P	P
E. Hotel, 16 or fewer guest rooms	P	NP	P
F. Hotel, greater than 16 guest rooms	P	P	P
G. Bed and Breakfast	P	NP	NP
Office and Professional Services			
A. Administrative, business and/or professional office	P	P	P
B. Bank and other financial institutions (not payday loan centers)	P	P	P
C. Medical or Dental Office	NP	P	P
D. Medical, Dental or Health Services Clinic (Definition examples)	NP	P	P
E. Veterinary service clinics	NP	NP	NP
Retail, Entertainment and Services			
A. Retail establishments	P	P	P
B. Restaurant, indoor seating	p	P	P
C. Restaurant, outdoor seating	P	P	P
D. Drive-thru facility	NP	NP	NP
E. Bars and Taverns	P	P	P
F. Artisan studios, photography shops, and art galleries	P	P	P
G. Grocery Stores	NP	NP	NP
H. Anchor or box retail	NP	NP	P
I. Outdoor displays or sales	C	C	P
J. Service establishment, personal	P	P	P
K. Bakery	P	P	P
L. Farmers Market or open air market	P	C	C
M. Breweries, distilleries, wineries and associated tasting rooms	P	P	P
N. Strip center development	NP	NP	NP

Entertainment - Recreation			
A. School, specialty or personal instructor	P	P	P
B. Theater, indoor	P	P	P
C. Assembly hall, membership club, conference center	P	P	P
D. Public park or playground area	P	P	P
E. Accessory outdoor recreational facilities	P	NP	P
F. Bowling alleys	P	NP	P
Community and Civic Facilities/Other			
A. Places of worship/Church	P	P	NP
B. Library	P	P	NP
C. Cultural institution	P	P	NP
D. Governmental offices	P	P	NP
E. Parking surface area	P	P	P
F. Parking structure	P	P	P

(Ord. 2015-7. Passed 8-25-15.)

Appendix A - Permitted Uses

Use	MU-RFD	MU-CD	MU-GD
Residential and Lodging			
A. Single-family dwellings	NP	NP	NP
B. Townhouses, stacked or otherwise	P	P	P
C. Dwelling units on the first floor of a commercial building	NP	NP	NP
D. Dwelling units above the first floor of a commercial building	P	P	P
E. Hotel, 16 or fewer guest rooms	P	NP	P
F. Hotel, greater than 16 guest rooms	P	P	P
G. Bed and Breakfast	P	NP	NP
H. Transient Rental	P	P	P
Office and Professional Services			
A. Administrative, business and/or professional office	P	P	P
B. Bank and other financial institutions (not payday loan centers)	P	P	P
C. Medical or Dental Office	NP	P	P
D. Medical, Dental or Health Services Clinic (Definition examples)	NP	P	P
E. Veterinary service clinics	NP	NP	NP
Retail, Entertainment and Services			
A. Retail establishments	P	P	P
B. Restaurant, indoor seating	P	P	P
C. Restaurant, outdoor seating	P	P	P
D. Drive-thru facility	NP	NP	NP
E. Bars and Taverns	P	P	P
F. Artisan studios, photography shops, and art galleries	P	P	P
G. Grocery Stores	NP	NP	NP
H. Anchor or box retail	NP	NP	P
I. Outdoor displays or sales	C	C	C
J. Service establishment, personal	P	P	P
K. Bakery	P	P	P
L. Farmers Market or open air market	P	C	C
M. Breweries, distilleries, wineries and associated tasting rooms	P	P	P
N. Strip center development	NP	NP	NP

Entertainment - Recreation			
A. School, specialty or personal instructor	P	P	P
B. Theater, indoor	P	P	P
C. Assembly hall, membership club, conference center	P	P	P
D. Public park or playground area	P	P	P
E. Accessory outdoor recreational facilities	P	NP	P
F. Bowling alleys	P	NP	P
Community and Civic Facilities/Other			
A. Places of worship/Church	P	P	P
B. Library	P	P	NP
C. Cultural institution	P	P	NP
D. Governmental offices	P	P	NP
E. Parking surface area	P	P	P
F. Parking structure	P	P	P

(Ord. 2015-7. Passed 8-25-15.)



TO: Mayor Artino and City Council
FROM: Erik Engle
RE: Ordinance No. 2022-6
DATE: January 11, 2022

Subject Matter/Background

The Planning Commission held a public hearing for the case of the rezoning of the ConAgra parcel from the current I-2 (General Industrial) to MU-GD (Mixed Use-Granary District) on December 15, 2021. Pursuant to 1139.03 (b), notices were mailed to parcels within 150' of the property at least 20 days in advance of the public hearing and the legal notice was published at least 10 days in advance.

Project Description:

Rezoning of Parcel No.: 42-61270.001, Current Zoning District: I-2(General Industrial) to MU-GD (Mixed Use-Granary District) Zone.

Existing Land Use: None/Vacant

Surrounding Land Uses: North/East – Industrial (defunct lime plant/vacant)

South – Boat ramp/public space/park facilities

West – Commercial uses (Marinas, Boat Basin, Yacht Club)

Planning Commission Recommendation

The Planning Commission by unanimous vote, made recommendation to City Council to approve the rezoning of the ConAgra Parcel from the current Zoning District: I-2(General Industrial) to MU-GD (Mixed Use- Granary District) Zone.

In addition, and by separate action, the Planning Commission made recommendations for several amendments to the Mixed Used Chapter and to the MU-GD section specifically. The proposed amendments will be prepared and presented for legislative consideration in the customary format.

Financial Review

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Ordinance No. 2022-6 is in order.

[Ordinance No. 2022-6.docx](#)

[Ordinance No. 2022-6 Exhibit A.pdf](#)

ORDINANCE NO. 2022-6

Introduced by Mark Claus

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HURON TO REFLECT THE REZONING OF APPROXIMATELY 11.4 ACRES OF LAND OWNED BY THE CITY OF HURON, OHIO, LOCATED ON THE NORTH SIDE OF CLEVELAND ROAD, ERIE COUNTY, OHIO PERMANENT PARCEL NUMBER 42-61270.001, FROM THE CURRENT I-2 (GENERAL INDUSTRIAL) TO MU-GD (MULTI-USE GRANARY DISTRICT)

WHEREAS, pursuant to Section 1121.05 (a) of the Codified Ordinances, the City is divided into nine categories of zoning districts, and;

WHEREAS, Section 1121.05 (b) of the Codified Ordinances prescribes that all zoning districts be duly approved and recorded on an adopted Zoning Map on file in the Office of the City Clerk, and;

WHEREAS, the City submitted an application to rezone approximately 11.4 acres of land located on the north side of Cleveland Road, Erie County, Ohio Permanent Parcel Number 42-61270.001 (hereinafter the "Property"), from I-2 (General Industrial) to MU-GD (Multi-Use Granary District); and

WHEREAS, pursuant to Section 1139.03 of the Codified Ordinances, the rezoning application has proceeded through a process of public hearing review and recommendation by the Planning Commission on December 15, 2021; and

WHEREAS, the Huron City Council was advised of the Planning Commission recommendation to support the rezoning request as presented; and

WHEREAS, Huron City Council, as required by Section 1139.03 of the Codified Ordinances, held a Public Hearing on the proposed rezoning request on January 11, 2022, and finds and concludes that the rezoning application should be approved because it promotes the public necessity, convenience and general welfare, and further constitutes good zoning practice.

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

SECTION 1. That the official Zoning Map for the City of Huron previously adopted on December 27, 2016 by Ordinance 2016-33 shall be and hereby is amended to change the zoning classification of the Property known as ConAgra Site on the north side of Cleveland Road, Erie County, Ohio Permanent Parcel Number 42-61270.001 (Property is depicted on Exhibit A), from I-2 (General Industrial) to MU-GD (Multi-Use Granary District) and shall supersede all previously published zoning maps for the City.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council,

and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

Erie County GIS



Notes

CONAGRA PARCEL 42-61270.001



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 1-2022
DATE: January 11, 2022

Subject Matter/Background

The administration was contacted by ODOT on December 30, 2021 with a request for legislation authorizing guardrail upgrades on US 6 between Shawnee Place and Kiwanis Avenue, and between Eagle Ridge Drive and Newport Drive. Additional guardrail upgrades will be performed on State Route 13 between SLM 6.97 and 7.09 (guardrail over Mud Brook Creek). These upgrades are required to conform to FHWA mandates upgrading the type "A" guardrail end treatments on NHS routes. ODOT requires authorization no later than February 11, 2022; therefore, it is necessary to adopt this legislation as an emergency measure.

Financial Review

There is no financial obligation associated with this request.

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. 1-2022 as an emergency measure is in order.

[Resolution No. 1-2022.pdf](#)

CONSENT LEGISLATION

~~Ordinance~~/Resolution No. 1-2022
PID No. 110809
Project Name D03 GR FY2023 NHS

The following Resolution enacted by the City of Huron of Erie County, Ohio, hereinafter referred to as the City, in the matter of the stated described project.
(Ordinance/Resolution)

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform guardrail upgrades at SLM 18.69 (Between Shawnee Place and Kiwanis Avenue) and 19.11 (Between Eagle Ridge Drive and Newport Drive) on US Route 0006 in the City of Huron in Erie County. FHWA mandates upgrading the type "A" guardrail end treatments on NHS routes.

To perform guardrail upgrades at SLM 6.97 and 7.09 (Guardrail that cross over Mud Brook) on State Route 0013 in the City of Huron in Erie County. FHWA mandates upgrading the type "A" guardrail end treatments on NHS routes.

This project is currently scheduled to be constructed in the summer of 2023.

NOW THEREFORE, be it ordained by the City of Huron of Erie County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) The City gives consent for the above improvement,*
- 2) No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) Provide ample financial provisions, as necessary for the maintenance of the described project;*
- 3) Maintain the right-of-way, keeping it free of obstructions; and holding said right-of-way inviolate for public highway purposes.*

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The City Manager of said City of Huron is hereby empowered on behalf
(Contractual Agent)

of the City of Huron to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: January 11, 2022.
(Date)

Attested: _____
(Clerk) (Matthew Lasko, City Manager)

Attested: _____
(Title) (Monty Tapp - Mayor)

This Resolution is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Huron of Erie County, Ohio

I, Terri S. Welkener, as Clerk of the City of Huron of Erie County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of Res. 1-2022 adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Huron on this 11th day of January 2022,

that the publication of such Resolution has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such Resolution have been taken;
(Ordinance/Resolution)

and that such Resolution and certificate of publication thereof are of record in
(Ordinance/Resolution)

Res. 1-2021, Page .
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this 12th day of January, 201 ,

(SEAL)
(If Applicable)

Clerk Signature
City of Huron of Erie County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Huron of Erie County, Ohio

Attest: _____, Date 01/12/2022
Matthew Lasko - City Manager



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 2-2022
DATE: January 11, 2022

Subject Matter/Background

The administration was contacted by ODOT on December 2, 2021 with a request for legislation authorizing sign replacements on State Route 2 from the Western Corp. Limit to the Eastern Corp. Limit. ODOT requires authorization no later than January 1, 2022; therefore, it is necessary to adopt this legislation as an emergency measure.

Financial Review

There is no financial obligation associated with this request.

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. 2-2022 as an emergency measure is in order.

[Resolution No. 2-2022.pdf](#)

CONSENT LEGISLATION

City of Huron Ordinance No. 2-2022

PID No. 104279

Project Name D03 SYSSIGN FY2022

The following Resolution enacted by the City *of Huron of Erie County, Ohio*, hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform route sign replacements on the following routes: ERI State Route 0002 SLM 15.97 (Western Corp. Limit) to SLM 17.30 (Eastern Corp Limit) in the City of Huron of Erie County. This project is currently scheduled to be constructed in the summer of 2022.

NOW THEREFORE, be it ordained by the City of Huron of Erie County, Ohio

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

CERTIFICATE OF COPY
STATE OF OHIO
City of Huron of Erie County, Ohio

I, Terri S. Welkener, as Clerk of the City of Huron of Erie County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of Resolution No. 2-2022 adopted by
(Ordinance/Resolution)

the legislative Authority of the said City of Huron on this 11th day of January, 2022,

that the publication of such Resolution has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such Resolution have been taken;
(Ordinance/Resolution)

and that such Resolution and certificate of publication thereof are of record in
(Ordinance/Resolution)

Resolution 2-2022.

(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 12th day of January, 2022,

(SEAL)
(If Applicable)

Clerk Signature
City of Huron of Erie County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Huron of Erie County, Ohio

Attest: _____

City Manager
Contractual Officer

Date: January 12, 2022



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 3-2022
DATE: January 11, 2022

Subject Matter/Background

The Ohio Department of Transportation has requested consent legislation (Resolution No. 3-2022) authorizing their navigational light upgrades scheduled for the summer of 2023 under the bridge on US-6 over the Huron River. The State will be responsible for all costs of the repairs. Any costs to relocate any City-owned utilities due to the project will be reimbursed by the State. Upon completion of the project, the City is obligated to provide adequate maintenance for the Project.

Financial Review

No funds are required by the City for this project, unless the City requests additional construction items not necessary for the improvement as determined by the State and Federal Highway Administration.

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. 3-2022 is in order.

[Resolution No. 3-2022.pdf](#)

CONSENT LEGISLATION

Resolution No. 3-2022
PID No. 108008
Project Name D03 LG FY2023(A)

The following Resolution
(Ordinance/Resolution) enacted by the City of Huron of Erie County, Ohio,
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform navigational light upgrades on the following routes: ERI US Route 0006 SLM 17.71 over the Huron River in the City of Huron of Erie County.

This project is currently scheduled to be constructed in the summer of 2023.

NOW THEREFORE, be it ordained by the City of Huron of Erie County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The City Manager of said City of Huron is hereby empowered on behalf
(Contractual Agent)

of the City of Huron to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: January 11, 2022

Attested: _____
(Terri Welkener - Clerk) (Matthew Lasko - City Manager)

Attested: _____
(Title) (Monty Tapp - Mayor)

This Resolution is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

PID No. 108008
Project Name D03 LG FY2023(A)

CERTIFICATE OF COPY
STATE OF OHIO
City of Huron of Erie County, Ohio

I, Terri S. Welkener, as Clerk of the City of Huron of Erie County, Ohio, Do hereby certify
that the foregoing is a true and correct copy of Resolution No. 3-2022 adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Huron on the 11th day of January, 2022,
that the publication of such Resolution has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such Resolution have been taken;
(Ordinance/Resolution)
and that such Resolution and certificate of publication thereof are of record in
(Ordinance/Resolution)
Resolution No. 3-2022.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this 12th day of January, 2022,

(SEAL)
(If Applicable)

Clerk Signature
City of Huron of Erie County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Huron of Erie County, Ohio

Attest: _____, Date 1/12/2022
City Manager
Contractual Officer



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 4-2022
DATE: January 11, 2022

Subject Matter/Background

This legislative summary relates to Resolution Nos. 4-2022 and 5-2022, each of which authorize a Compensation Agreement by and among the City, Ardagh Metal Packaging USA Inc., and the Huron City School District and EHOVE Career Center, respectively.

The City and Ardagh Metal Packaging USA Inc. intend to enter into a Community Reinvestment Agreement (see Ordinance 2022-1 above) granting abatement of real estate taxes for improvements made at the Project Site at 100% for 15 consecutive years for the assessed value of any remodeling of and construction at the project site. Pursuant to R.C. Sections 3735.671 and 5709.82(B), Ardagh, the City, and the School District desire to enter into a School Compensation Agreement to make the School District whole in connection with the exemption from taxation granted. Pursuant to a School Compensation Agreement to be negotiated between the parties, Ardagh shall pay to the School District, commencing on the first year in which the tax exemption applies under the CRA, an amount equal to 100% of the amount of taxes that would have been payable as if no exemption had been granted. Ardagh has further agreed that at no point during the duration of the abatement can the valuation of the real property drop below \$9,505,660. Both school district boards have authorized these School Compensation Agreements.

Financial Review

As an economic incentive, the City will not receive any property taxes on the new property tax generated from improvements at the site for the next 15 years, which is approximately 8% of the total tax liability. However, the schools will be made whole. The City will continue to receive current property tax revenue from the site.

Legal Review

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

Recommendation

If Council is in agreement with the request, a resolution adopting Resolution No. 4-2022 is in order.

[Resolution No. 4-2022.doc](#)

[Resolution No. 4-2022 Exhibit A.pdf](#)

RESOLUTION NO. 4-2022

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOOL COMPENSATION AGREEMENT BY AND AMONG THE CITY OF HURON, THE HURON CITY SCHOOL DISTRICT AND ARDAGH METAL BEVERAGE USA INC.

WHEREAS, the City received a request for tax abatement from Ardagh Metal Beverage USA Inc. (“Ardagh”) with the City’s Community Reinvestment Area for construction of improvements to the existing building and for construction of an additional attached facility on property acquired by Ardagh, more fully described in Exhibit “A” to the School Compensation Agreement (the “Development Site”);

WHEREAS, the Huron City School District and its Board of Education was notified in accordance with Section 5709-83 of the Ohio Revised Code and given a copy of the Application; and

WHEREAS, on January 11, 2022, City Council for the City of Huron passed Ordinance No. 2022-5 authorizing execution of a CRA Agreement with Ardagh providing a fifteen (15) year, One Hundred Percent (100%) real property tax exemption for the assessed value of remodeled and new structures constructed at the Development Site; and

WHEREAS, pursuant to R.C. Sections 3735.671 and 5709.82(B), Ardagh, the City and the School District desire to enter into the School Compensation Agreement to make the School District whole in connection with the exemption from taxation granted to induce the Development.

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

SECTION 1. That the City Manager is authorized and directed to enter into a School Compensation Agreement with Huron City Schools and Ardagh Metal Beverage USA, Inc., which agreement shall 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. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the "**Agreement**") is made and entered into as of this [21] day of [December], 202[1] (the "**Effective Date**"), by and among the CITY OF HURON, OHIO, an Ohio municipal corporation with a Council-Manager form of government, with its main offices located at 417 Main Street, Huron, Ohio 44839 (the "**City**"), the HURON CITY SCHOOL DISTRICT, a public school district with its principal offices located at 712 Cleveland Road East, Huron, Ohio 44839 (the "**School District**"), and ARDAGH METAL BEVERAGE USA INC., a Delaware corporation having a legal address of 8770 W. Bryn Mawr Ave., Suite 175, Chicago, Illinois 60631-3515 ("**Ardagh**" and, together with the City and the School District, the "**Parties**").

WITNESSETH:

WHEREAS, the City anticipates facilitating development of properties within the area specified as the Huron City Community Reinvestment Area (the "**CRA**") pursuant to Ohio Revised Code Section ("**R.C.**") 3735.65 through R.C. 3735.70 (the "**CRA Act**"); and,

WHEREAS, the City has determined that to induce Ardagh to undertake within the CRA the commercial and industrial project described herein, it is necessary to authorize a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, on August 25, 2021, the City's Planning Commission approved a final development plan and/or plat submitted by Ardagh (the "**Development Plan**"), proposing the development of an approximately 70.771 acre site, as such property is more fully described in **EXHIBIT A**, attached hereto and made a part hereof (the "**Development Site**"); and,

WHEREAS, the Development Plan calls for the Development Site to be developed for commercial or industrial purposes (the "**Development**"); and,

WHEREAS, the Development Site and its attendant Development is also under the jurisdiction of the School District; and,

WHEREAS, on [____], 20[____], City Council for the City passed Ordinance No. [____] (the "**CRA Ordinance**"), a copy of which is attached hereto as **EXHIBIT B**, and pursuant to which, among other things, the City authorized the execution of (i) a CRA Agreement with Ardagh providing a fifteen (15) year, One Hundred Percent (100.00%) real property tax exemption for the assessed value of remodeled and new structures constructed at the Development Site (the "**CRA Exemption**"), and (ii) this Agreement; and,

WHEREAS, pursuant to R.C. Sections 3735.671 and 5709.82(B), Ardagh, the City, and the School District desire to enter into this Agreement to make the School District whole in connection with the exemption from taxation granted to induce the Development; and,

WHEREAS, on [December 21], 20[21], the Board of Education of the School District adopted a resolution (the “**School Resolution**”) granting its approval of this Agreement and waived any further requirements of the CRA and R.C. 5709.82 and R.C. 5709.83 on the condition that the City execute and deliver this Agreement; and,

WHEREAS, to compensate the School District for a portion of the real property taxes that the School District would have received had the Development Site been improved and not been exempted from taxation under the CRA, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety, and welfare of the citizens of the City and the School District.

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the Parties agree as follows:

Section 1. Compensation Payments to School District.

A. Calculated Amounts Due. The Parties agree that Ardagh shall pay to the School District, commencing in the first year in which the tax exemption first applies under the CRA, an amount equal to One Hundred Percent (100.00%) of the amount of taxes that would have been payable if the Development Site had not been exempted from taxation.

B. Timing. Payments under this Section 1 are to be made to the School District no later than December 31st in each year in which the tax exemption applies under the CRA as granted under the CRA Ordinance.

Section 2. Term of Agreement: Other Terms.

(A) Term. The term of this Agreement commences on the date of this Agreement and expires on December 31st of the last year in which the CRA Exemption applies to the Development.

(B) No Other Compensation. Except for the payments and consideration set forth in Section 1 of this Agreement, the School District shall not be entitled to any other compensation from the City, whether pursuant to R.C. 5709.82 or otherwise, in connection with the CRA Exemption.

(C) Waiver of Notice, Defects and Irregularities. The School District hereby waives any right to receive notification of the passage of the CRA Ordinance or legislation authorizing the CRA Exemption or any other applicable provision of the Ohio Revised Code, including but not limited to R.C. 3735.671, R.C. 5709.82 or R.C. 5709.83, for the Development Site. Further, the School District waives any defects or irregularities relating to the CRA Exemption.

(D) Validity of CRA Exemption. The School District agrees that it will not contest any application for a real property tax exemption put in place in connection with the CRA Exemption.

Section 3. Miscellaneous.

(A) Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among the Parties with respect to the subject matter of this Agreement.

(B) Amendment. This Agreement may be amended or modified by the Parties only in writing, signed by all Parties.

(C) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(D) Binding Effect. The provisions of this Agreement are binding upon the successors or assigns of the Parties.

(E) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(F) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(G) Notices. All payments, certificates, and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:	Erie County Regional Planning Attention: Enterprise Zone Manager 2900 Columbus Avenue Sandusky, Ohio 44870
With copy to:	Huron City Council Attention: City Manager 417 Main Street Huron, Ohio 44839
If to the Company, to:	Ardagh Metal Beverage USA Inc. 877 W. Bryn Mawr Avenue, Suite 175 Chicago, Illinois 60631

If to the School District: 712 Cleveland Road East
Huron, Ohio 44839
Attn: Treasurer

Any Party may change its address for receiving notices and reports by giving written notice of such change to the other Parties.

(H) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(I) Severability of Provisions. The invalidity of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if any invalid portions were omitted.

(J) Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the City, the School District, and Ardagh other than in his or her official capacity, and neither the members of the legislative bodies of the City or the School District nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the City, the School District, and Ardagh contained in this Agreement.

(K) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed, and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(L) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall City, the School District, or Ardagh be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such

damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(M) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

(N) Ohio Laws. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented, or superseded from time to time; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

(O) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(P) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(Q) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party to this Agreement may execute this Agreement by signing any such counterpart.


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed as of the date set forth above.

CITY OF HURON, OHIO

By: _____
City Manager

HURON CITY SCHOOL DISTRICT

By: 

President of the Board of Education

By: 

Treasurer

ARDAGH METAL BEVERAGE USA INC.
a foreign corporation registered to do business in Ohio

By: _____

Its: _____

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Finance Director of the City of Huron, Ohio (the "**City**"), hereby certifies in connection with the Compensation Agreement between the City and the Huron City School District, dated as of [_____], 20[___], that:

The amount required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 20[___], has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20[___].

Finance Director

Dated: _____, 20[___]

EXHIBIT A

Project Site

The Project Site to be exempt under the foregoing Agreement consists of the following parcel(s) of real property, situated in the City of Huron, County of Erie, State of Ohio that is identified by the County Auditor of Erie County, Ohio as having the following tax parcel identification number(s), as that real property may be subdivided, combined, and/or designated by different tax parcel numbers from time-to-time:

42-02021.000

42-02021.002

For ease of reference, the following map of the Project Site and adjoining property is provided:



EXHIBIT B

CRA Ordinance

[See Attached.]

RESOLUTION NO. 5-2022

Introduced by Mark Claus

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOOL COMPENSATION AGREEMENT BY AND AMONG THE CITY OF HURON, EHOVE CAREER CENTER AND ARDAGH METAL BEVERAGE USA INC.

WHEREAS, the City received a request for tax abatement from Ardagh Metal Beverage USA Inc. (“Ardagh”) with the City’s Community Reinvestment Area for construction of improvements to the existing building and for construction of an additional attached facility on property acquired by Ardagh, more fully described in Exhibit “A” to the School Compensation Agreement (the “Development Site”);

WHEREAS, the EHOVE Career Center and its Board of Education was notified in accordance with Section 5709-83 of the Ohio Revised Code and given a copy of the Application and the draft CRA Agreement; and

WHEREAS, on January 11, 2022, City Council for the City of Huron passed Ordinance No. 2022-5 authorizing execution of a CRA Agreement with Ardagh providing a fifteen (15) year, One Hundred Percent (100%) real property tax exemption for the assessed value of remodeled and new structures constructed at the Development Site; and

WHEREAS, pursuant to R.C. Sections 3735.671 and 5709.82(B), Ardagh, the City and EHOVE Career Center desire to enter into the School Compensation Agreement to make the EHOVE Career Center whole in connection with the exemption from taxation granted to induce the Development.

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

SECTION 1. That the City Manager is authorized and directed to enter into a School Compensation Agreement with EHOVE Career Center and Ardagh Metal Beverage USA, Inc., which agreement shall 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. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “**Agreement**”) is made and entered into as of this [____] day of [____], 202[____] (the “**Effective Date**”), by and among the CITY OF HURON, OHIO, an Ohio municipal corporation with a Council-Manager form of government, with its main offices located at 417 Main Street, Huron, Ohio 44839 (the “**City**”), the EHOVE CAREER CENTER, a public school district with its principal offices located at 316 W. Mason Road, Milan, Ohio 44846 (the “**School District**”), and ARDAGH METAL BEVERAGE USA INC., a Delaware corporation having a legal address of 8770 W. Bryn Mawr Ave., Suite 175, Chicago, Illinois 60631-3515 (“**Ardagh**” and, together with the City and the School District, the “**Parties**”).

WITNESSETH:

WHEREAS, the City anticipates facilitating development of properties within the area specified as the Huron City Community Reinvestment Area (the “**CRA**”) pursuant to Ohio Revised Code Section (“**R.C.**”) 3735.65 through R.C. 3735.70 (the “**CRA Act**”); and,

WHEREAS, the City has determined that to induce Ardagh to undertake within the CRA the commercial and industrial project described herein, it is necessary to authorize a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and,

WHEREAS, on [____], 20[____], the City’s [Planning Organization] approved a final development plan and/or plat submitted by Ardagh (the “**Development Plan**”), proposing the development of an approximately 70.771 acre site, as such property is more fully described in **EXHIBIT A**, attached hereto and made a part hereof (the “**Development Site**”); and,

WHEREAS, the Development Plan calls for the Development Site to be developed for commercial or industrial purposes (the “**Development**”); and,

WHEREAS, the Development Site and its attendant Development is also under the jurisdiction of the School District; and,

WHEREAS, on [____], 20[____], City Council for the City passed Ordinance No. [____] (the “**CRA Ordinance**”), a copy of which is attached hereto as **EXHIBIT B**, and pursuant to which, among other things, the City authorized the execution of (i) a CRA Agreement with Ardagh providing a fifteen (15) year, One Hundred Percent (100.00%) real property tax exemption for the assessed value of remodeled and new structures constructed at the Development Site (the “**CRA Exemption**”), and (ii) this Agreement; and,

WHEREAS, pursuant to R.C. Sections 3735.671 and 5709.82(B), Ardagh, the City, and the School District desire to enter into this Agreement to make the School District whole in connection with the exemption from taxation granted to induce the Development; and,

WHEREAS, on [_____], 20[___], the Board of Education of the School District adopted a resolution (the “**School Resolution**”) granting its approval of this Agreement and waived any further requirements of the CRA and R.C. 5709.82 and R.C. 5709.83 on the condition that the City execute and deliver this Agreement; and,

WHEREAS, to compensate the School District for a portion of the real property taxes that the School District would have received had the Development Site been improved and not been exempted from taxation under the CRA, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety, and welfare of the citizens of the City and the School District.

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the Parties agree as follows:

Section 1. Compensation Payments to School District.

A. Calculated Amounts Due. The Parties agree that Ardgah shall pay to the School District, commencing in the first year in which the tax exemption first applies under the CRA, an amount equal to One Hundred Percent (100.00%) of the amount of taxes that would have been payable if the Development Site had not been exempted from taxation.

B. Timing. Payments under this Section 1 are to be made to the School District no later than December 31st in each year in which the tax exemption applies under the CRA as granted under the CRA Ordinance.

Section 2. Term of Agreement; Other Terms.

(A) Term. The term of this Agreement commences on the date of this Agreement and expires on December 31st of the last year in which the CRA Exemption applies to the Development.

(B) No Other Compensation. Except for the payments and consideration set forth in Section 1 of this Agreement, the School District shall not be entitled to any other compensation from the City, whether pursuant to R.C. 5709.82 or otherwise, in connection with the CRA Exemption.

(C) Waiver of Notice, Defects and Irregularities. The School District hereby waives any right to receive notification of the passage of the CRA Ordinance or legislation authorizing the CRA Exemption or any other applicable provision of the Ohio Revised Code, including but not limited to R.C. 3735.671, R.C. 5709.82 or R.C. 5709.83, for the Development Site. Further, the School District waives any defects or irregularities relating to the CRA Exemption.

(D) Validity of CRA Exemption. The School District agrees that it will not contest any application for a real property tax exemption put in place in connection with the CRA Exemption.

Section 3. Miscellaneous.

(A) Entire Agreement. This Agreement sets forth the entire agreement and understanding among the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature among the Parties with respect to the subject matter of this Agreement.

(B) Amendment. This Agreement may be amended or modified by the Parties only in writing, signed by all Parties.

(C) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(D) Binding Effect. The provisions of this Agreement are binding upon the successors or assigns of the Parties.

(E) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(F) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(G) Notices. All payments, certificates, and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City:	Erie County Regional Planning Attention: Enterprise Zone Manager 2900 Columbus Avenue Sandusky, Ohio 44870
With copy to:	Huron City Council Attention: City Manager 417 Main Street Huron, Ohio 44839
If to the Company, to:	Ardagh Metal Beverage USA Inc. 877 W. Bryn Mawr Avenue, Suite 175 Chicago, Illinois 60631

If to the School District: 316 W. Mason Road
Milan, Ohio 44846
Attn: Treasurer

Any Party may change its address for receiving notices and reports by giving written notice of such change to the other Parties.

(H) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(I) Severability of Provisions. The invalidity of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if any invalid portions were omitted.

(J) Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the City, the School District, and Ardagh other than in his or her official capacity, and neither the members of the legislative bodies of the City or the School District nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the City, the School District, and Ardagh contained in this Agreement.

(K) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed, and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(L) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall City, the School District, or Ardagh be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such

damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(M) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the Parties hereto, as the case may be.

(N) Ohio Laws. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented, or superseded from time to time; provided, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

(O) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(P) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(Q) Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party to this Agreement may execute this Agreement by signing any such counterpart.

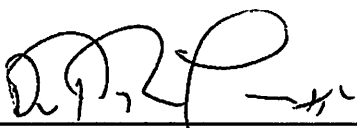
[Signature Page Follows]

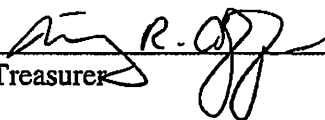
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed as of the date set forth above.

CITY OF HURON, OHIO

By: _____
City Manager

EHOVE CAREER CENTER

By: _____
President of the Board of Education

By: _____
Treasurer

ARDAGH METAL BEVERAGE USA INC.
a foreign corporation registered to do business in Ohio

By: _____

Its: _____

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Finance Director of the City of Huron, Ohio (the “City”), hereby certifies in connection with the Compensation Agreement between the City and the EHOVE Career Center, dated as of [_____], 20[___], that:

The amount required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 20[___], has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20[___].

Finance Director

Dated: _____, 20[___]

EXHIBIT A

Project Site

The Project Site to be exempt under the foregoing Agreement consists of the following parcel(s) of real property, situated in the City of Huron, County of Erie, State of Ohio that is identified by the County Auditor of Erie County, Ohio as having the following tax parcel identification number(s), as that real property may be subdivided, combined, and/or designated by different tax parcel numbers from time-to-time:

42-02021.000

42-02021.002

For ease of reference, the following map of the Project Site and adjoining property is provided:

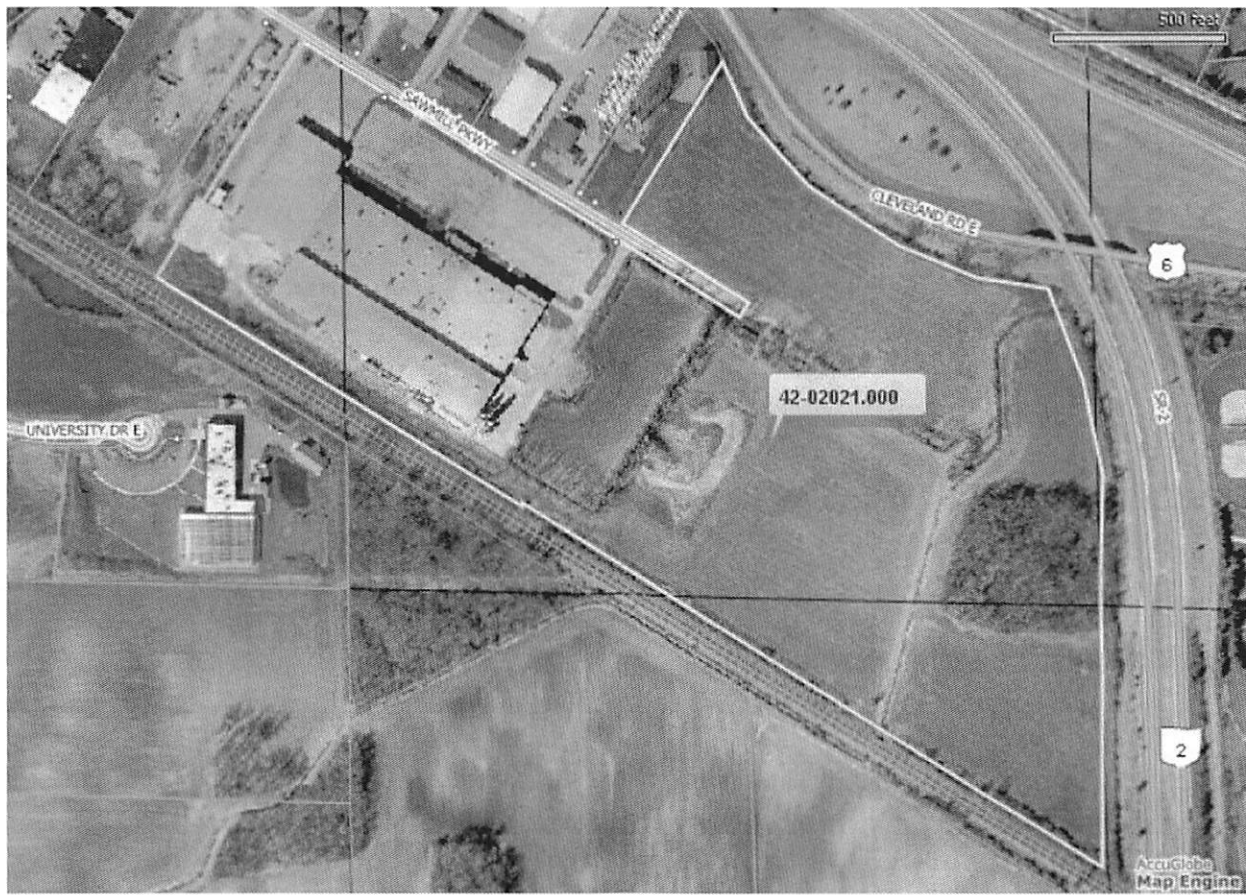


EXHIBIT B

CRA Ordinance

[See Attached.]



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 6-2022
DATE: January 11, 2022

Subject Matter/Background

This resolution ratifies execution a renewal agreement with the Erie County Sheriff's Office for the provision of emergency dispatch services for a one-year term from January 1, 2022 through December 31, 2022, with an automatic renewal under the same terms and conditions unless either party gives at least 60 days' notice to terminate.

History

The city's dispatch services began to transition to the Erie County Sheriff's Office in 2009 with the utilization of county dispatch during the 11:00 p.m. – 7:00 a.m. shifts. In 2012, the City formalized a two year regionalized dispatch agreement with the Erie County Sheriff's Office for twenty-four hour coverage. Since that date, the Chief of Police and Fire Captains have served on the Regional Dispatch Advisory Board as the city's representatives. The current agreement was set to expire at midnight on December 31, 2021.

The terms of the current agreement:

Year	Total Cost
2018	\$36,150
2019	\$43,964
2020	\$47,670
2021	\$67,000
2022	\$102,131

Although there is a significant increase for 2021, the agreement solidifies the same level of service at a modified cost compared to housing the dispatch unit with the City. Per the agreement, the Erie County Sheriff's Office will continue to provide emergency dispatching services for both branches of the City's safety forces utilizing County employees. The annual fee for services rendered shall not exceed One Hundred Two Thousand One Hundred Thirty and 82/100 Dollars (102,130.82).

Financial Review

The contract amount was included in the 2022 budget.

Legal Review

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

Recommendation

The the Council is in support of the request, a motion adopting Resolution No. 6-2022 is in order.

[Resolution No. 6-2022.doc](#)

[Resolution No. 6-2022 Exhibit A.pdf](#)

RESOLUTION NO. 6-2022

Introduced by Joe Dike

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT WITH THE ERIE COUNTY SHERIFF FOR THE PURPOSE OF THE PROVISION OF EMERGENCY DISPATCH SERVICES TO THE CITY OF HURON FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWO THOUSAND ONE HUNDRED THIRTY AND 82/100 DOLLARS (\$102,130.82) FOR THE AGREEMENT TERM JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

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

SECTION 1. That the City Manager's execution of an agreement with the Erie County Sheriff for emergency dispatch services for the City of Huron for a term commencing January 1, 2022 through December 31, 2022 with automatic renewal at an annual cost not to exceed One Hundred Two Thousand One Hundred Thirty and 82/100 Dollars (\$102,130.82) is hereby ratified, which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof, commencing upon execution by all Parties.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**RENEWAL CONTRACT BETWEEN THE CITY OF HURON, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF HURON POLICE AND FIRE DIVISIONS.**

January 1, 2022
Page 1 of 5

This renewal contract is made and entered into by and between the City of Huron, a charter municipality [City], 417 Main Street, Huron, Erie County, Ohio, 44839 and the Erie County Sheriff [Sheriff] 2800 Columbus Avenue, Sandusky, Erie County, Ohio 44870 for the provision of public safety dispatching services for the City's Police and Fire Divisions by the Sheriff, pursuant to Section 311.29 of the Ohio Revised Code.

1. Commencing on January 1, 2022 at 12:01 A.M., the Sheriff will continue to furnish personnel for the operation of a twenty-four (24) hours a day, seven (7) days a week telephone and radio dispatching service for the City's Police and Fire Divisions, as has been the previous and customary practice; and
2. In addition to the above listed dispatching service, the Sheriff agrees to continue to provide the following general services to the City.
 - a) LEADS services. The Sheriff will continue to make any and all appropriate entries and cancellations in the LEADS data base of any wanted or missing persons, stolen property including motor vehicles, and any other entries and cancellations deemed necessary by the City's Police Division; and
 - b) Non-emergency telephone services. The City will make internal arrangements to address response to non-emergency telephone calls received by the City's Police and Fire Divisions. In the event that the City is unable to process non-emergency calls on a periodic or scheduled basis, the Sheriff will assume that responsibility; and
3. Radio frequency. The City will continue to utilize its unique frequencies for the purpose of emergency dispatch services for its Police and Fire Divisions, and the Sheriff agrees to continue to dispatch the City's Police and Fire Divisions on those frequencies; and
4. Records management. The Sheriff and City agree that the Huron Police Department will continue to utilize its current records management system until it has the operational means to support the Sheriff's records management system. The Huron Fire Department does have the capability to utilize the Sheriff's records management system and is prepared to adopt the same. The City

**RENEWAL CONTRACT BETWEEN THE CITY OF HURON, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF HURON POLICE AND FIRE DIVISIONS.**

January 1, 2022
Page 2 of 5

agrees to continue to participate in training on the Sheriff's records management system; and,

5. The City shall continue to be represented by the Chiefs of the City's Police and Fire Departments on the Erie County Sheriff's Office Dispatch Advisory Board [Board]. Said Board is comprised of one representative of each of the public safety agencies contracting with the Sheriff for dispatching and communications services. Said Board exists to provide dispatch and communications policy input and guidance to the Sheriff. The Board also acts as a selection Board for the Sheriff's Communications Supervisor and, by simple majority vote, to provide for the master planning of communications facilities, to provide for the selection of Computer Aided Dispatch Hardware and Software, to provide for the development of a cost analysis and assessment for contracted participants and to oversee the general operation of the Sheriff's Office Communications Center. Sheriff agrees to abide by the recommendation of the Board relative to the selection or discharge of said Sheriff's Communications Supervisor, who shall be a fiduciary employee of the Sheriff; and,
6. Term. The term of this contract shall be for one (1) year and shall remain in effect until 12:00 midnight on December 31, 2022, and shall automatically renew under the same terms and conditions unless either party provides written notice to the other sixty (60) day prior to the expiration of the term; and,
7. Amendment and Termination. The terms and conditions of this Contract shall be amended upon providing written notice of amendment to the other party's authorized representative. Any modification of this agreement shall be binding only if evidence in writing, signed by the authorized representative of each party. This agreement may be terminated by either party by giving ninety (90) days written notice of termination by the other party's authorized representative:

For the Sheriff:
Erie County Sheriff's Office
Sheriff Paul Sigsworth
2800 Columbus Avenue
Sandusky, Ohio 44870

For the City:
City of Huron
c/o City Manager
417 Main Street
Huron, Ohio 44839

**RENEWAL CONTRACT BETWEEN THE CITY OF HURON, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF HURON POLICE AND FIRE DIVISIONS**

January 1, 2022

Page 3 of 5

8. Severability. In the event of the invalidation of any portion of this Contract, the remaining sections and subsections shall remain in effect for the duration of the Contract. The parties may meet to negotiate new terms for the invalidated section or subsection if mutually agreeable; and
9. In the event that this agreement is terminated pursuant to Paragraph 8 for any reason, the City shall have no further obligation to make payment to the Sheriff, except for payment for services rendered and owed at the time of the termination and the Sheriff shall have no further obligation to provide the services required by this Contract; and
10. The City agrees to maintain all communications, computer, and records management hardware and software currently owed by the City during the life of this contract, utilizing the City's Information Technology (IT) support staff; and,
11. Rate, Charges, and Payment. Sheriff shall charge City, and City shall pay the Sheriff for the services rendered pursuant to this Contract a total annual sum not to exceed One Hundred Two Thousand One Hundred Thirty and Eighty Two cents (\$102,130.82); and
12. The Sheriff will sign Exhibit A, Contract Limitation Certificate, as required by law as a condition precedent to entering into this Contract; and
13. This Contract supersedes all other oral and written agreements between the parties with respect to the services that are the subject of this Contract and contains all of the covenants and agreements between the parties; and
14. Each party acknowledges and agrees that each party possesses liability insurance to cover the acts of its employees, agency, and elected officials, and therefore will not indemnify or name the other as an insured within its own liability coverage; and
15. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.

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**RENEWAL CONTRACT BETWEEN THE CITY OF HURON, OHIO
AND THE
ERIE COUNTY, OHIO SHERIFF
FOR THE PROVISION OF PUBLIC SAFETY DISPATCHING SERVICES
FOR THE CITY OF HURON POLICE AND FIRE DIVISIONS.**

January 1, 2022
Page 4 of 5

SIGNATURE PAGE

FOR THE SHERIFF

Paul A. Sigsworth
Erie County Sheriff

APPROVAL AS TO FORM

Gerhard R. Gross
Erie County Prosecutor's Office
Chief Assistant Prosecuting Attorney
Civil Division

APPROVAL OF LEGISLATIVE BODY

Patrick Shenigo
Erie County Commissioner

Matthew Old
Erie County Commissioner


Stephen Shoffner
Erie County Commissioner

FOR THE CITY



Matthew Lasko
City Manager

APPROVAL AS TO FORM



Seeley Savidge Ebert & Gourash
L.P.A.
Law Director

January 1, 2022
Page 5 of 5

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Cory Swaisgood, Finance Director of the City of Huron, Ohio, hereby certify that the funds necessary to meet the terms of this contract have been lawfully appropriated for the purpose of this contract, and those funds are in the treasury of the City of Huron, Ohio, or are in the process of collection to the credit of that appropriation, free from prior encumbrance.



Cory Swaisgood
Finance Director



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 7-2022
DATE: January 11, 2022

Subject Matter/Background

Resolution No. 7-2022 ratifies execution of a successor Collective Bargaining Agreement between the City and Local 4168 of the International Association of Firefighters for the period of January 1, 2022 through December 31, 2024. The current Collective Bargaining Agreement expired on December 31, 2021.

The administration, law department and the union met over a series of negotiating sessions to discuss managerial, administrative and financial modifications to the contract. A summary of these modifications is as follows:

- Similar to the Police contract, the union will receive annual salary increases of 2%, 2.25% and 2.5%.
- Changes to the healthcare contributions, HRA amounts, and opt-out payments are similar to the Police contract.
- This contract re-established the education pay provision that was taken out of the contract in prior years. Full-time firefighters with completed education hours or degrees will receive 1-3% on top on their base pay.

Financial Review

The 2022 Municipal Budget includes expenses based on the terms of the Collective Bargaining Agreement with the IAFF

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution 7-2022 is in order.

[Resolution No. 7-2022.doc](#)

[Resolution No. 7-2022 Exhibit A.pdf](#)

RESOLUTION NO. 7-2022

Introduced by Joe Dike

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS/HURON LOCAL 4168, HURON, OHIO FOR THE CONTRACT PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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

SECTION 1: The City Manager's execution of an agreement for and on behalf of the City of Huron, Ohio with the International Association of Fire Fighters/Huron Local 4168 is hereby ratified, said agreement to be substantially in the form of "Exhibit A" which shall be attached hereto and made a part hereof upon execution by all Parties.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**A COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE
CITY OF HURON**

AND

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 4168**

*JANUARY 1, 2022
DECEMBER 31, 2024*

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ARTICLE 1

PURPOSE

1.1 This Agreement is entered into by and between the City of Huron, hereinafter referred to as the "Employer" and/or "City", and Local 4168, International Association of Firefighters, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise; and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE 2

RECOGNITION

2.1 The Employer recognizes Huron Professional Firefighters, Local 4168 International Association of Firefighters AFL-CIO, as the sole and exclusive Bargaining Agent for the Fulltime Employees of the City of Huron Fire Division, Huron, Ohio, with the exception of the Fire Chief and part-time Employees.

2.2 Union shall have sole authority on behalf of all Employees in the bargaining unit to bargain with respect to all matters relating to wages, hours and other terms and conditions of employment.

2.3 The City and the Union agree to enter in good faith negotiations in all matters as required by law. Both parties agree the Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the Union. The names of the Employees so selected who may represent the Union shall be certified in writing to the City Manager.

2.4 The Employees covered under this agreement presently include:

- Full time Firefighters
- Full time Lieutenants
- Full time Captains

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The Union recognizes that except as otherwise expressly limited in the Agreement, the City has the sole and exclusive right to manage its operations and facilities and to direct the work force. The right to manage includes, but is not limited to, the authority of the City and its sole and exclusive discretion and judgment, to:

1. Determine matters of inherent managerial policy which govern, including but not limited to, the function and programs of the City, standards of service, its overall budget, utilization of technology, and its organizational structure,
2. Direct, supervise, evaluate or hire Employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain Employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the City as a unit of government;
8. Take actions to carry out the mission of the City as a governmental unit; and
9. Effectively manage the work force.

3.2 The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

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

4.2 The Union, its members and Employees, shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate violations of Section 1 committed by its members or Employees. In the event a violation occurs, the Union shall promptly notify all members and Employees that such action is prohibited and advise all members to return to work at once.

4.3 The Employer agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of IAFF Local 4168, unless those members have violated Section 1 of this Article.

4.4 In the event the Ohio Revised Code Section 4117 does change, this Article shall be renegotiated within sixty (60) calendar days to the satisfaction of both parties, pursuant to the collective bargaining laws.

ARTICLE 5 **DISCRIMINATION**

5.1 The parties to this agreement shall not discriminate for or against any Employee on the basis of membership or position in the Union and both the Employer and Union agree to conform to all Federal and/or State Equal Employment laws.

5.2 The Employer and the Union agree there will be no discrimination by the Employer or the Union against any Employee because of the Employee's lawful activities and/or support of the Union or because the Employee does not support the Union or participate in Union activities.

5.3 The use of the male or female gender of nouns or pronouns is not intended to describe any

specific Employee or group of Employees but is intended to refer to all Employees in the job classifications, regardless of sex.

ARTICLE 6

STEWARDS/REPRESENTATIVES/BARGAINING TEAM

6.1 The President of Local 4168 and/or his/her designee may be allowed time off with pay to perform the following Union business as long as, at the time the request is made, sufficient manning can be sustained at four personnel for the date requested as defined hereunder:

Representation of a bargaining unit member at any step of the grievance process, conferences or inquires.

Attendance at IAFF, OAPFF, AFL-CIO or labor relations seminars or any meeting or seminar the President of Local 4168 or his/her designee deems necessary to attend.

The President or his/her designee shall perform such IAFF business with proper regard for the operational needs of the Employer not to exceed 80 hours per calendar year.

Duty time spent in IAFF business shall be compensated at the applicable straight time rate of pay, and there shall be no overtime compensation for the time spent on IAFF business which extends beyond the Employee's regularly scheduled work day or work week.

6.2. Up to two (2) members of the contract negotiating team, per shift, shall be allowed time off for the purpose of attending all meetings which have been mutually set by the Union and the Employer. This shall be contingent upon the Employee providing a qualified person to replace him during the absence. Coverage shall be approved unless the Fire Chief or commanding officer determines that an emergency situation, i.e., unforeseen manpower shortages, exists which prohibits such coverage.

6.3 It is hereby agreed that for the purpose of conducting Union business, Station #1 may be used for Union meetings, but such use shall not interfere with the rights to the use of either station by other members of the Division or those who have previously scheduled the same during the time meetings are being conducted. It is understood that said meetings shall be conducted in a businesslike and professional manner, and departmental operations shall take precedence.

6.4 Whenever a firefighter, who is a sworn member of a fire department in Erie County, Ohio is killed in the line of duty, up to 2 (two) on duty members of the Union shall be given time off with pay to attend the funeral.

ARTICLE 7
UNION SECURITY

7.1 All full-time Fire Division Employees shall have the right to become or refuse to become members of the Union and to participate in its activities upon completion of their probationary period.

7.2 For all members of the bargaining unit who become dues-paying members of the Union, and upon presentation of a written deduction authorization from a member, the Administration shall deduct dues from the compensation of such member, as a condition of continued employment, on or after sixty (60) days following the probationary period or the effective date of this Agreement, whichever is later. The Employees in the Bargaining Unit who are not members shall pay to the Union a fee not to exceed dues paid by members of the Bargaining Unit in accordance with the provisions of the Ohio Revised Code 4117.09(c). An amount shall be deducted from the wages of all such non-member on the same basis as the deductions made for dues from members of the Union. Nothing in this section shall be construed to require any Employee to become a member of the Union, and the internal rebate procedure, as defined by federal and/or state law, shall provide a rebate for contributors of expenditures in support of partisan political or ideological causes not germane to the work of Employee organizations in the realm of collective bargaining. The Union agrees to save City and/or Township of Huron, Erie County, Ohio, harmless in the event of any legal controversy with regard to the application of this Section. All dues and collected shall be remitted once each pay period by the Administration to the Union Treasurer, or its designee, who shall forward the fees to the Union. The Union agrees to establish a fair share fee rebate procedure which meets the requirements of Chicago Teachers Union v. Hudson, U.S. Supreme Court, Case Number 84-1503, decided March 4, 1986. This article shall be governed by the holding of Janus v. AFSCME Council 31, 138 S.Ct. 2448 decided June 27, 2018.

ARTICLE 8
PREVAILING RIGHTS

8.1 The City agrees not to reduce or rescind any clearly established benefits in effect and regularly provided to Employees at the time of the signing of this Agreement, but which are not specifically referred to in this Agreement, and they shall remain in full force during the terms of this Agreement; provided, however, that nothing provided for herein shall interfere with or prevent the City from exercising those management rights as set forth in Article 3 of this Agreement.

8.2 All present, household conveniences presently provided by the Management shall be maintained.

ARTICLE 9
PRINTING AND SUPPLYING OF AGREEMENT

9.1 The Employer agrees to bear the costs of printing this Agreement.

9.2 Within thirty (30) calendar days of the execution of this Agreement, a copy shall be furnished to each bargaining unit Employee.

ARTICLE 10
LABOR/MANAGEMENT MEETING

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

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

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

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

ARTICLE 11
BULLETIN BOARDS

11.1 The Employer agrees to provide bulletin board space in an agreed upon area of each manned station for use by the Union. Such space will be clearly marked "IAFF Local 4168."

11.2 All notices which appear on the bulletin board(s) shall be posted and removed by the appropriate Union officials or designees during times not to interfere with daily operations and shall be related to items of interest to the members. Union notices relating to the following matters may be posted:

- a) Newspaper and magazine articles.
- b) Union members' personal notices.
- c) Union recreational and social notices.
- d) Notices of Union meetings.
- e) Notices of Union elections.
- f) Results of Union elections.
- g) Union appointments.
- h) Rulings, policies, reports of committees and officers of the IAFF, OAPFF, and Local 4168 and the AFL-CIO.
- i) Reports of non-political standing committees and independent non-political arms of the Union.
- j) General business notices of the Union.
- k) Comments, as determined by the Union body, regarding a candidate and/or political issue excluding Huron City officials.

11.3 All other notices of any kind not covered in the above listing must receive prior approval of the Fire Chief or his designated representative. It is also understood that no material may be posted on the Union bulletin board(s) at any time which contains the following:

- a) Personal attacks upon any other Employee
- b) Scandalous, scurrilous, or derogatory attacks upon the administration or City officials.
- c) Attacks on any other Employee organization.
- d) Articles of discriminatory nature.

11.4 The Employer shall be permitted to remove any posted material not in conformance with the provisions of this Article. The Employer shall immediately notify the Union when materials are removed and the subject material shall be returned to the Union immediately.

ARTICLE 12

PROBATIONARY PERIOD

12.1 Probationary period and the retention or reduction or removal of probationary Employees shall be governed by the applicable City of Huron Codified Ordinance, Chapter 161, Division of Personnel, Ordinance 161.08 Appointment and Probation. This matter shall not be subject to the grievance procedure contained herein.

ARTICLE 13

MINIMUM QUALIFICATIONS

13.1 The Employer will not remove or discipline any Employee in the bargaining unit for failure to meet any minimum qualifications that were not in effect for his classification on his date of hire, except as otherwise provided in Section 2 below.

13.2 This Article does not prohibit the Employer from taking appropriate measures against an Employee in the bargaining unit who does not in good faith successfully complete training and/or course work required of Employees, or from taking appropriate measures against an Employee for failing to perform or being able to do the duties of his classification.

ARTICLE 14

RESIDENCY REQUIREMENT

14.1 It is realized by the Employer and the Union that no member of this bargaining unit is subject to residency requirements.

ARTICLE 15

Hours of Work

15.1 Each shift shall be staffed with a minimum of one (1) Captain, one (1) Lt. and three (3) firefighters. The Division shall work under the FLSA 7(k) exemption and have a work period of twenty-eight (28) days. This type of shift is also known as the California Shift: on, off, on, off, on, off, off, off. Personnel's base salaries are for all regularly scheduled hours worked during the

work period. The standard twenty-four (24) hour workday for shift personnel of the Division is 0700 hours on one day to 0701 hours on the following day. FLSA (daily) compensable hour deductions shall include the following:

- a) one (1) meal hour if the shift had an uninterrupted lunch;
- b) one (1) meal hour if the shift had an uninterrupted dinner; and
- c) five (5) sleep hours if the shift had an opportunity to receive five (5) hours of sleep

15.2 In the event a Fulltime opening shall exist due to retirement, termination, or permanent disability, the City shall proceed to fill that position in a prompt and timely manner; provided, however, any such position shall be filled within ninety (90) days of the occurrence of the event creating such vacancy.

15.3 The "O.I.C." of each shift shall be responsible for submitting the required time sheet for each firefighter on their shift to the Chief of the Division, or his designee, on the Monday preceding a payday.

ARTICLE 16

Overtime Pay

16.1 All hours worked in excess of regularly scheduled shifts shall be at the call-in overtime rate. (Call-in overtime pay rate is 150% of hourly rate figured on a forty (40) hour week.) With the exception of emergency situations, overtime will be offered in accordance with the procedure now in effect. As per the Codified Ordinances, overtime hours may be taken as either pay or compensatory time.

16.2 Whenever it is necessary to staff a position which is vacant by reason of an emergency, such as sickness, emergency leave, or other unscheduled absences, excluding comp time and vacations, notice of which occurs less than eight (8) hours prior to the need, overtime shall be utilized to staff the position.

16.3 Rotating overtime list and scheduling shall be maintained by the Administrative Officer or his designee per the current MOT policy found in the Huron Fire Department Policy Manual.

16.4 Provided the City follows the order of the list prepared by Union in calling overtime personnel, no grievance may be filed by any member concerning overtime.

ARTICLE 17

Compensatory Time/Comp Time

17.1 Comp time is available, but you may not have in excess of one hundred forty-four (144) hours on the record at any one time. Comp time that is earned in excess one hundred forty-four (144) hours will be paid at the members hourly rate:

- a) You may opt to take comp time for hours worked (emergency call-in) in excess of your regular shift at the 150% rate. (1.5 hours for each hour i.e., work 3 hours, receive 4.5 hours of comp time.)

- b) If you attend a mandatory class off duty, you will be given the choice of comp time or pay at the 150% rate. If you attend a non-mandatory course off duty, the Division will pay the tuition (in accordance with our regular training allowance per man), you will not be charged with time-off, and you will accumulate comp time hour for hour for each course hour.
- c) Compensatory time will be accumulated in the same manner as all other City Employees (i.e. 1 hour of eligible time is banked as 1.5 hours), yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of compensatory time for each hour the Employee is actually off will be charged.

ARTICLE 18

Sick Leave

18.1 A member shall be entitled, for each month of service, to sick leave of one and one fourth (1 ¼) work days with pay and shall be entitled to accumulate an unlimited amount of sick leave pursuant to Codified Ordinance 163.02 as in effect on January 1st, 1991. Sick time will be accumulated in the same manner as all other City Employees, yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of sick time for each hour the Employee is actually off will be charged. A member may use sick leave, upon approval of the responsible Division Head, or his designee, for absence due to illness, injury or exposure to contagious disease which could be communicated to other Employees and to illness or injury in the Employee's immediate family. Immediate family shall be as described in Codified Ordinance 163.03. The responsible Division Head may require the Employee to furnish a satisfactory certificate that the absence was caused by illness due to any of the causes mentioned in this section and is capable and fit to return to regular assigned duties.

18.2 Any member may use up to three (3) workdays sick leave for the birth of a child by the member or the member's spouse.

18.3 A member who transfers from one City department to another shall be credited with the unused balance of his accumulated sick leave.

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

18.5 A member who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided in Appendix "A" and shall be granted the right to convert thirty (30) hours sick leave to ten (10) hours compensatory time per three month period. A member shall not convert in excess of forty (40) hours compensatory time on any calendar year.

18.6 As of December 31st, 2002, a member who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of October of the proceeding calendar year on the form provided in Appendix "B" and shall be granted the right to convert a maximum of eighty

(80) hours sick leave to a cash payment to be paid to the Employee. Forty (40) hours shall be paid with the first pay of February and forty (40) hours shall be paid with the first pay in July.

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

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

18.9 Effective January 1, 2009, all sick leave hours shall be frozen, for those employees employed on December 31, 2008 at the hourly rate in effect on December 31, 2008. The frozen hours shall be multiplied by the 12/31/08 hourly rate to arrive at the amount of payout to which the employee is eligible for accumulated sick leave. The employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city. Upon retirement, the employee has the option of being paid out sick leave on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employee's current hourly rate or the frozen amount determined on December 31, 2008, whichever is greater. These two plans are mutually exclusive and any employee employed as of December 31, 2008 may accept one of the two alternatives upon retirement or his beneficiary upon death in office. Employees hired after January 1, 2009 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employees current hourly rate.

18.10 Abuse of sick leave, including falsification of information provided in connection with sick leave, shall be grounds for discipline up to and including discharge.

18.11 Members of the Union shall be entitled to participate in an Employer sanctioned sick leave bank. The Employer and Union agree that Union participation shall be utilized in the creation the policies of an Employer sanctioned sick leave bank. Until the creation and ratification by the Union of an Employer sanctioned sick leave bank, the Union shall preserve the sick leave bank and the controlling policy below as was in existence at the time of the signing of this document. Any and all hours remaining in the fire sick leave bank shall be addressed by the Employer and the Union in the creation of the Employer sanctioned bank.

Sick leave bank policy to remain in effect until the creation of an Employer sanctioned sick leave bank:

Employees shall be permitted to contribute sick leave hours to a sick leave bank for use by any Employee who has exhausted all of his own sick leave under the following conditions:

- A) The Sick Leave bank shall have a maximum balance of three thousand (3000) hours.
- B) Employees that have suffered any illness or injury in the scope of their employment and have exhausted the benefits under Article 27 or were not covered under the provisions of Article 27 may draw from the sick leave bank after all their available benefits have been exhausted.
- C) Employees that have suffered any illness or injury to themselves or their immediate family outside the scope of their employment may draw from the sick leave bank only after the Employee has exhausted all of their own sick leave, vacation, and compensatory time.

- D) In no event shall an Employee be eligible to receive more than 1,000 hours from the Sick Leave Bank.
- E) No Employee shall be permitted to contribute more than one thousand (1000) hours during the term of his employment.

ARTICLE 19

WORK RULES

19.1 The Union recognizes that the Employer or his designee(s), in order to carry out its required mandates and goals, as established by the Huron City Charter and Codified Ordinances, has the right to declare reasonable work rules, policies, and directives consistent with the statutory authority to regulate the Employees on-duty conduct and the conduct of the Employer's services and programs.

19.2 It is the Employer's intentions that work rules, policies, and directives shall be interpreted and applied uniformly to all Employees under similar circumstances.

19.3 It is agreed that, where the Employer has determined that written work rules are necessary, the Employer will make them available to the Employees. Employees will be notified in advance of any change in the work rules. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a memorandum. Copies of newly established written work rules, or amendments to existing written work rules, will be furnished to and discussed with, representatives of the Union, upon the Union's request.

19.4 This Article shall not be interpreted in any manner to relieve an Employee of his/her responsibilities to follow established rules and procedures of good work related conduct, whether or not such rules and procedures have been reduced to writing.

19.5 A copy of Fire Division work rules, policies, and directives shall be maintained and kept current and shall be available for inspection.

19.6 The Employee shall have the right to grieve any work rule(s), policies, procedures, or directives that they feel are not consistent with the terms of this Agreement.

ARTICLE 20

CONTRACTING OUT

20.1 The Employer shall not during the life of this Agreement, contract out work that results in the layoff or reduction of regular hours of any Employee in the bargaining unit. This would not prohibit the Employer from contracting out work or services of a nature and size that they could not be economically performed by Employees in the bargaining unit.

20.2 Grievances over whether the contracting out violated this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.

ARTICLE 21
FACILITY STANDARDS

21.1 During the life of this agreement the Employer will continue to provide Employees with such sleeping quarters, lounge facilities with adequate furniture, kitchen equipment, microwave ovens, dishwasher, eating facilities, air conditioning, lockers, and restroom facilities as are currently provided by City funds.

21.2 Furthermore, Employee(s) may own, use, and maintain televisions, radios, video recorders, microwave ovens, vending machines, and kitchen equipment as currently allowed.

21.3 Employee(s) may continue such activities of watching television, listening to radios, receiving and reading newspapers, telephones, and visitation privileges and to own, operate, and maintain exercise, sporting, and recreation equipment provided such activities do not interfere with their responsibilities and duties and are approved by the appropriate O.I.C.

ARTICLE 22
CORRECTIVE ACTION, DISCHARGE OR SUSPENSION

22.1 No Employee, for disciplinary reason, shall be reduced in pay or position, suspended, discharged or disciplined without just cause. Disciplinary action must be initiated within a reasonable time provided the Employer can show that it exercised due diligence in investigating the alleged incident.

22.2 Discipline

- A. Except in cases of serious misconduct, discipline will be progressive.
- B. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the Employee's record of performance and conduct.
- C. The Employer agrees not to discharge or suspend an Employee without first offering the Employee an opportunity for a hearing. This hearing is to be held between the Employer, the Employee, and Union representation. The hearing shall consist of written notice of the charges, a written notice from the Employer to the Employee with the names of those attending the hearing, a brief explanation of the evidence, and an opportunity for the Employee to respond.
- D. Any disciplinary action imposed may be appealed by the member by following the grievance procedure contained within this contract.

22.03

- 1. A. Oral and written reprimands shall have no force and effect in future disciplinary actions after twenty-four [24] months provided there are no same of similar disciplinary actions during such period of time.
- 2. B. Suspension shall have no force and effect in future disciplinary actions after forty-eight (48) months, provided there are no same or similar disciplinary actions during such period of time.

ARTICLE 23
DEFINITION OF DEPARTMENTAL SENIORITY

23.1 Departmental seniority shall be determined by the continuous service in the Huron Fire Division calculated from the date of full-time employment. Continuous services shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the Huron Fire Division's Testing Eligibility List.

23.2 Departmental seniority shall be used in the determination of the following:

1. Order of vacation pick
2. Layoff & call back procedures

ARTICLE 24
Maternity Leave

24.1 The City shall continue to grant maternity leave in accordance with Codified Ordinance 163.07.

ARTICLE 25
Vacations

25.1 The city shall provide vacation with full base pay in accordance with the schedule listed below:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCUMULATION</u>
After 1 Year	2 Weeks
After 7 Years	3 Weeks
After 13 Years	4 Weeks
After 20 Years	5 Weeks
After 27 Years	6 Weeks

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDIT PER PAY PERIOD</u>
80 Hours	3.1 Hours
120 Hours	4.6 Hours
160 Hours	6.2 Hours
200 Hours	7.7 Hours
240 Hours	9.2 Hour

25.2 Vacation time will be accumulated in the same manner as all other City Employees, yet because of the duty schedule of 24-hour shifts, a 24-hour period off will be charged at the rate of 13.3 hours. If less time than 24 hours is used, a rate of .55 hours of vacation for each hour the Employee is actually off will be charged.

ARTICLE 26
Holiday Compensation

26.1 Employees on a fifty-six hour workweek shall be paid an annual allowance of one hundred sixteen (116) hours at their regular base rate per year in lieu of the following holidays:

New Years Day	Patriot Day (September 11)
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday (half-day)	Day after Thanksgiving Day
Memorial Day	Christmas Eve (half-day)
Juneteenth	Christmas Day
Independence Day	New Year's Eve (half-day)
Labor Day	

26.2 Employees in the Bargaining Unit shall receive Holiday Pay on the 24th pay period.

26.3 Employees in the Bargaining Unit shall receive three (3) personal days. Personal days will be used for days off of work and will be used in 24 hour increments, covering one full shift day (07:00-07:00). The scheduling of Personal days shall follow the same procedure used in the scheduling of Vacation time and shall be approved at the discretion of the Captain or his designee. Personal days will not be able to be converted into monetary payout and will not roll over into the next calendar year.

ARTICLE 27
JOB RELATED INJURY LEAVE

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

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

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

27.4 The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require the Employee to return to work at any time from service injury leave status. If the Employee's

physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this section. This examination shall be at the City's expense.

ARTICLE 28

RESTRICTED DUTY ASSIGNMENT

28.1 Employees unable to fully perform normal duties because of a job-related injury or illness will be placed on restricted duty assignment by the Employer. Employees unable to fully perform normal duties because of an off duty-related injury or illness may be placed on restricted duty assignment by the Employer. Such restricted duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Fire Chief or his designee and will be within the scope of the Fire Department. Said Employee shall receive compensation and benefits, attached to his normally assigned position.

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

28.3 Employees will be entitled to accrue sick leave and vacation benefits for all time spent on restricted duty provided they comply with Sections 1 and 2.

28.4 Any Employee while assigned to restricted duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position. All sick leave, holiday time and other benefits used during restricted duty shall be pro-rated at a forty hour rate.

ARTICLE 29

FUNERAL LEAVE

29.1 A funeral leave of up to four (4) duty days shall be granted to any Employee without loss of pay or accumulated sick leave due to the death of a member of Employee's immediate family, beginning with the day of the death and continuing for fourteen (14) calendar days.

29.2 Three days leave of absence shall be granted to any Employee to be deducted from accrued sick leave due to the death in the following other members of the Employee's family (aunts, uncles, nieces, nephews, step grandparents.) Additional leave may be granted by the City Manager under special circumstances and for the best interest of both parties, to be deducted from accumulated sick leave.

29.3 For the purpose of this Section, “immediate family” shall include, mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, stepparent, half-brother, half-sister, grandparent, mother-in-law and father-in-law.

ARTICLE 30 **JURY DUTY**

30.1 An Employee who has been called to jury duty shall, upon notice to the Fire Chief, be paid his regular salary or wages, less the amount of pay received for jury duty service. Members called to report for jury duty shall notify the Fire Chief, who may place the member on leave of absence status.

ARTICLE 31 **GRIEVANCE PROCEDURE**

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

31.2 The following matters shall constitute a “grievance”: an allegation by a member that there is or has been (1) a breach, misinterpretation or improper application of this Agreement; (2) abnormally dangerous or abnormally unhealthy working conditions; (3) disciplinary action administered in accordance with Article 22 hereof. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters controlled by City Charter, Ordinances or the Constitutions of the State of Ohio or the United States of America. No grievance may be initiated based on allegations regarding events which occur at a time other than the contract period of this Agreement.

31.3 Where a matter is of nature that qualifies for appeal under the rules of the Personnel Appeals Board as set forth in the City Charter or Ordinances, the Ohio Civil Rights Commission, the Equal Employment Opportunity Commission or the State Employment Relations Board, the member may appeal through that body in accordance with its rules or may file a grievance or both.

31.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. A grievance may be brought by any member. Where a group of members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance. The member may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of any step to lapse without further appeal. Any grievance not answered by the City within the stipulated time limits may be advanced by the Union member to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, “Calendar Days” shall be used. All written grievances must contain the following information to be considered:

- (1) Aggrieved employee's name and signature;
- (2) Aggrieved employee's classification;

- (3) Date grievance was first discussed;
- (4) Date grievance was filed in writing;
- (5) Name of supervisor with whom grievance discussed;
- (6) Date and time grievance occurred;
- (7) Where grievance occurred;
- (8) Description of incident giving rise to grievance;
- (9) Articles and Sections violated; and
- (10) Resolution requested.

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

- (1) A decision;
- (2) Facts upon which the decision is made;
- (3) Remedial action taken or recommended; and
- (4) Signature of superior.

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

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

31.8 A copy of a written grievance and response which resolves such grievance at Step (2) shall be forwarded to the Fire Chief and the coordinator.

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

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

31.11 Procedural Steps

1. **INFORMAL STEP:** As a preliminary step, prior to pursuing the formal steps of the grievance procedure, should a conflict arise between the City and a member related to issues of this Agreement, the member shall, within twenty-one (21) days of the time an alleged incident occurs, discuss the matter with his immediate supervisor. It shall be the intent of the City and the Union to resolve such conflicts prior to the issue escalating into the formal grievance procedure set forth below.
2. **STEP 2. IMMEDIATE SUPERVISOR:** If the Employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the Employee may process the grievance to Step 2 of this procedure. The grievant will present the alleged grievance, in writing, within seven (7) days following the immediate supervisor's oral response, using the form jointly developed by the parties (see Appendix C). It shall be the Immediate Supervisor

who shall investigate and provide written answers to the grievant within seven (7) days following the day on which the immediate supervisor was presented with the written grievance.

3. **STEP 3. FIRE CHIEF:** If the Employee and the immediate supervisor are unable to resolve the grievance at Step 2, the Employee may process the grievance at Step 3 of the procedure. The grievant must present the alleged grievance which may contain additional relevant information to the Fire Chief within seven (7) calendar days following the reply at Step 2. It shall be the responsibility of the Chief to investigate and provide written answers to the grievant within seven (7) calendar days following the day on which the Chief was presented the Grievance.
4. **STEP 4. CITY MANAGER:** The Union member may appeal the grievance to the City Manager within seven (7) calendar days after receiving the Step 3 reply. The City Manager shall attempt to adjust the matter and shall respond to the grievant with a written answer within fifteen (15) calendar days following the meeting.
5. **STEP 5. BINDING ARBITRATION:**
 - A. If the grievance is not resolved at Step 4, the Union or City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party.
 - B. Within ten (10) calendar days of receipt of intent to file under arbitration, the City and the Union shall by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may mutually agree.
 - C. On receipt of the nominations, the Union and the City shall eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by a coin flip. A date for arbitration shall be set as soon as availability of the arbitrator is determined and both the City and Union agree.
 - D. The parties may be represented by representatives or legal counsel and necessary witnesses and/or documents may be subpoenaed at the arbitrator's hearing. The arbitrator shall reduce his decision to writing and state his reasons for reaching the decision.
 - E. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by the parties. The expenses on any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.
 - F. It is expressly understood that the ruling and decision of the arbitrator, within his function described herein, shall be final and binding upon the parties provided that such decision conforms to State and Federal law.

ARTICLE 32

SAFETY AND HEALTH

32.1 The City will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every employee. The employees agree that, in the course of

performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

32.2 The IAFF Local 4168 will designate a member to be part of the City of Huron Health & Safety Committee.

ARTICLE 33 **CLOTHING ALLOWANCE**

33.1 The City shall continue to provide all uniforms and equipment to persons who are appointed as full-time salaried employees of the City of Huron Fire Division. Persons who fail to successfully complete their probationary period shall return all uniforms to the City.

33.2 The parties further agree that the City shall pay for the purchase of one c(1) dress uniform for each member of the bargaining unit who has not previously had a dress uniform provided by the City. The City will maintain and upgrade the dress uniform as the need arises.

33.3 The City will replace uniforms damaged or stained in the line of duty, at the scene of a fire or during response to and from an emergency call. Damaged or stained uniforms shall be reported no later than the next duty day after the damage occurred.

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

33.5 Effective January 1 of each calendar year, any member who has completed two (2) years of service shall be authorized to requisition for each calendar year during the term of this contract uniforms and required equipment subject to procedures as promulgated by the City as follows:

- a. \$ 600.00 for 2022
- b. \$ 600.00 for 2023
- c. \$ 600.00 for 2024

33.6 During the first two (2) years as a full-time salaried employee with the City of Huron Fire Division, a member shall be authorized to requisition for each calendar year during the term of this contract in uniforms and required equipment subject to procedures as promulgated by the City as follows:

- a. \$750.00 for 1st year of employment; and
- b. \$750.00 for 2nd year of employment

33.7 Serviceable clothing, including badges, shall be returned to the City at the time of retirement or termination.

33.8 When it is clearly shown that the personal property of an employee was damaged while discharging his duties as an employee of the City and through no fault of his/her own, then the City Manager may, by written order, authorize the replacement or repair of the personal property to its original state at the initial expense of the City. The term personal property may include such items as eye glasses, dentures, watches, flashlights, etc.

ARTICLE 34

SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

34.1 The City shall provide and maintain safety equipment and clothing to be utilized by employees in the performance of their job duties. Such equipment and clothing will include that which is currently provided and is not necessarily limited to the following.

1. Helmets
2. Gloves
3. Bunker Pants
4. Bunker Coats
5. Respirator apparatus
6. Nomex hoods
7. Approved firefighting boots
8. EMS Personal Protective Equipment
9. Specialty Rescue Equipment

34.2 The City shall repair or replace all protective clothing or equipment clearly damaged or lost in the line of duty. Damaged equipment and protective clothing shall be reported no later than the next duty day after the damage or loss occurred. Articles may also be replaced when worn out as approved by the City.

34.3 When purchasing and/or replacing safety equipment, the City shall take into consideration, among other factors, the standards recommended by NFPA.

34.4 The City agrees, during the life of this contract, to provide a spare set of turnout gear for members of the bargaining unit to use while their primary set is being cleaned, repaired, or becomes unserviceable.

ARTICLE 35

WELLNESS AND FITNESS PROGRAM

35.1 The Employer and the Union agree that, for the duration of this agreement, both parties shall appoint two (2) members each to a Committee who shall meet and consider the implementation of fitness standards for the Fire Division through the creation of a comprehensive Wellness & Fitness Program.

35.2 The committee shall meet as determined by the parties annually.

35.3 At any time a program is developed or adopted, in part or in whole, the details will be attached to this document and adopted as a memo of understanding.

35.4 The City of Huron agrees, at its sole expense, to secure, maintain, replace and/or upgrade current physical fitness equipment as determined by the committee.

ARTICLE 36 **MILEAGE AND TRAVEL ALLOWANCE**

36.1 Employees shall be reimbursed for reasonable travel expenses for authorized trips on approved City business. The Employee must keep a complete and accurate record of expenditures and present an itemized statement with receipts to the City Manager for approval. Mileage will be reimbursed at the prevailing IRS rate.

ARTICLE 37 **Educational Differential**

37.1 All full time employees on the Fire Division shall be entitled to an educational incentive for one Associates or Bachelor's Degree as follows:

One percent (1 %) of their base pay for completion of forty-eight (48) credit hours towards an Associate or Bachelor's Degree in Fire Science, EMS, or related field.

An additional one percent (1 %) of their base pay for an Associates Degree in Fire Science, EMS, or related field or for 96 hours or one-half the necessary credits toward a Bachelor's degree, whichever is greater.

An additional one percent (1 %) increase for a Bachelor's degree in Fire Science, EMS, or related field.

The employee shall have the option to have the increases rolled into their base pay as a permanent increase or be paid annually on the first full pay in January. Each level must receive pre-approval. For a course to be considered approved, it must be submitted to and approved by the Fire Chief before the course begins.

37.2 If the Employee completes forty (40) hours of continuing education in a calendar year, that Employee shall be eligible to receive an educational bonus equal to one percent (1 %) on the Employee's Base pay. The employee shall be paid annually on the first full pay in January. Forty (40) hours of continuing education shall be submitted at the end of the year to Fire Chief or designee.

ARTICLE 38 **TUITION REIMBURSEMENT/ EDUCATION ASSISTANCE PROGRAM**

38.1 Individuals who possess a desire to continue their education in pursuit of a degree on their own time, in addition to performing their full-time job duties, show a commitment to improving themselves and therefore, indirectly improve their potential for performance with the City. To encourage these individuals, the City of Huron will continue to implement an educational assistance program.

38.2 Full-time (regular) Employees who have completed their probationary period may be reimbursed for tuition, fees, and books and materials upon successful completion of job-related courses. All courses and cost must be approved, in writing, by both the Employee's Department Head and the City Manager. The City of Huron will reimburse an Employee, for twelve (12) semester hours or twenty (20) quarter hours not to exceed three thousand (\$3,000.00) dollars in total, per calendar year, as described below, in 38.3., for the portion of the costs that were preapproved.

38.3 In order to qualify for this benefit, an Employee must:

- a) Advise their Department Head, prior to enrolling for the class, that such Employee intends to take a particular course. The Department Head will advise the Employee whether the course is of a nature that the City Manager will approve for partial or total reimbursement of tuition and/or instructional fees.
- b) The course must be job related and offered by an accredited educational institution.
- c) Once the course is complete, the Employee must submit a certified transcript of grades with receipts for all expenses, (tuition, fees, etc.).
- d) The amount of the course reimbursement is based on the final grade received for the course as follows:
$$A=100\% \quad B=75\% \quad C=50\% \quad D \text{ or below}=0\%$$
- e) An Employee must have successfully completed his/her/their probationary period prior to enrolling for any class.
- f) If an Employee terminates his/her employment with the City of Huron within one (1) year after completing the course, the Employee will be required to repay the City for the total amount of tuition reimbursed. If the Employee terminates his/her employment two (2) years after completing the course, the Employee will be required to repay the City for 50% of the amount of tuition reimbursement.
- g) A signed acknowledgment of this policy must be on file prior to an Employee enrolling for any classes.
- h) If an Employee is eligible to receive educational benefits from other sources, the City of Huron will only reimburse that amount not covered from other sources.
- i) The Employee must be enrolled in an accredited educational institution in pursuit of either an associate's, bachelor's, or master's degree in a field related to their current job duties and responsibilities.

38.4 The undertaking of any course work is strictly voluntary on the part of the Employee and will not be considered integral or essential to the performance of the Employee's current job duties. Consequently, an Employee's undertaking of such extracurricular courses is not considered hours worked and not included in the payment of regular or overtime wages. Travel time under this policy is not reimbursable, nor is it considered hours worked. Employees shall bear the cost of all transportation.

38.5 Employees are encouraged to consider the time costs associated with the undertaking of additional coursework. The Department Head may grant an Employee a schedule change, in order to attend a course, so long as such adjustment does not materially affect operations of the department. What constitutes material is at the sole discretion of the Department Head.

38.6 Each request requires a signed acknowledgement. Members electing to participate in the Education Assistance Program must notify the City in writing of such election by October 31st of each year for the coming year.

ARTICLE 39
Health and Life Insurance Plan

39.1 The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be better or equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit Members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management. In the event the City proposes to substantially change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty days (60) days prior to the proposed effective date of said changes.

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

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

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

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

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

description, evidence of coverage, contract of coverage, or IRS form 1095-A, 1095-B, or 1095-C.

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

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

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

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

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

- A. Dependent Children: appropriate documentation shall be provided per the following:

1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
5. Court Order to provide medical benefits.

- B. Legally Married Spouses: appropriate documentation shall include:

1. If married within the prior 12 months of enrollment, a Government Issued Marriage Certificate, including the date of Employee’s marriage. (Church-issued certificates are not acceptable.)
2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee’s spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security numbers redacted.

- C. Audit. An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses

meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 30.05.

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

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

ARTICLE 40 **Wages**

40.1 During the term of this Agreement, existing members of the bargaining unit shall be paid in accordance with the grids attached hereto and made a part hereof as Appendix F.

ARTICLE 41 **LONGEVITY**

41.1 Full-time salaried Employees of the City of Huron Fire Division shall receive longevity pay in accordance with the following schedule:

	Firefighter	Lieutenant	Captain
Upon completion of 3 years service	\$531	\$584	\$673
Upon completion of 8 years service	\$1,062	\$1,168	\$1,346
Upon completion of 13 years service	\$1,593	\$1,644	\$2,019
Upon completion of 18 years service	\$2,124	\$2,336	\$2,692
Upon completion of 23 years service	\$2,655	\$2,920	\$3,365

41.2 Longevity pay shall be paid in a lump sum annually on the 24th pay period.

ARTICLE 42 **TERMINATION AND SEVERANCE PAY**

42.1 A bargaining unit member who resigns, retires, or is terminated is eligible to be, and shall be, compensated accordingly in a cash lump sum calculated at present rates of compensation contained within this Agreement for all his accumulated unused overtime, compensatory time, prorated holiday time, vacation time, and sick time payoff allowed under Article 18.

ARTICLE 43
PROMOTIONAL TESTING

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

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

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

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

ARTICLE 44
WORKING OUT OF CLASSIFICATION

44.1 Captains shall receive a payment of \$700.00 annually (paid in a lump sum with the closest pay period on or before June 1st of each year of this Agreement) as compensation for performing supervisory duties above and beyond those duties performed as a Shift Leader within the Division.

ARTICLE 45
DRUG FREE WORKPLACE

45.1 All members of this bargaining unit shall comply with the City's drug and alcohol policy as stated in the City of Huron's Employee Handbook. Appendix "E"

ARTICLE 46
MILITARY TRAINING LEAVE

46.1 All officers and Employees of the City who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or who are members of other reserve components of the armed forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one days in any one calendar year.

46.2 Any Employee of the City who qualifies under 46.1 above who is called to active duty for a national or state emergency by order of the President of the United States, the Congress of the United States, the Governor of the State of Ohio or the legislature of the State of Ohio shall be granted a leave of absence for the duration of such active duty. During this leave of absence, and at the expiration of the time limit specified in 46.1 above, such Employee shall receive from the City the difference between the Employee's gross monthly base wage or salary with the City and

the sum of the Employee's gross monthly base wage or salary received from the military, per month. During the leave of absence, such Employee shall continue to accumulate vacation, sick leave, longevity credit, and other such benefits as would normally be available to the Employee. Reinstatement rights and other rights shall be in accordance with all relevant provisions of Federal law and their companion rules and regulations.

ARTICLE 47

LIFE INSURANCE

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

ARTICLE 48

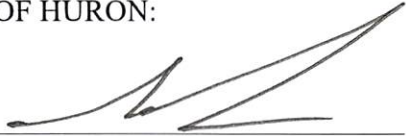
DURATION OF AGREEMENT

48.1 This Agreement shall remain in full force and effect from January 1, 2022 until December 31, 2024, unless otherwise terminated as provided herein.

48.2 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration day, but not later than ninety (90) calendar days prior to the expiration of this Agreement. Such notice shall be as outlined by requirements as set forth by the State Employment Relations Board. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

CITY OF HURON:



City Manager

I.A.F.F. LOCAL 4168:



Union President

APPROVED AS TO FORM:



Law Director

APPENDIX A
City of Huron – Sick Leave Conversion Request

I, _____, request that _____ hours of Sick Leave be converted to Comp Time in accordance with Article 18 of the Collective Agreement between the City and IAFF Local 4168.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX B
City of Huron – Sick Leave Conversion to Payment Request

I, _____, request that _____ hours of Sick Leave be converted to cash payment in accordance with Article 18 of the Collective Agreement between the City and IAFF Local 4168.

Signed: _____ Date: _____

Approved by Finance:

_____ Date: _____

APPENDIX C
IAFF Local 4168 Grievance Form

PLEASE PRINT OR TYPE. Attach separate sheets if needed.

Name of Grievant: _____ Date: _____

Classification: _____ Assignment: _____

Date and time of Incident: _____

Description of Grievance: _____

Articles and Sections of Agreement Violated: _____

Remedy Requested: _____

Grievant Signature: _____ Date: _____

Received by: _____ Date: _____

	Date	By	Accepted	Rejected
Step #1	_____	_____	_____	_____
Step #2	_____	_____	_____	_____
Step #3	_____	_____	_____	_____
Step #4	_____	_____	_____	_____
Step #5	_____	_____	_____	_____

APPENDIX D
Health Insurance Opt-Out Form



Conditional Opt Out Form for Health Insurance

Print, Complete, and Return to the City Manager's Office along with Proof of Other Insurance

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

Date _____

Employee Name _____

Name of Dependents _____

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

- | | |
|---|--|
| <input type="checkbox"/> Employee Only | (Opt-Out Amount = \$3,000 Annually / \$750 Paid Quarterly) |
| <input type="checkbox"/> Employee Plus Child(ren) | (Opt-Out Amount = \$6,000 Annually / \$1,500 Paid Quarterly) |
| <input type="checkbox"/> Child(ren) | (Opt-Out Amount = \$3,000 Annually / \$750 Paid Quarterly) |

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

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

Date Coverage will begin or began _____

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

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

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

If applying for the health plan opt-out payment, I certify that all of my eligible dependents and I (for whom I am waiving

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

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

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

OPT-OUT PAYMENTS

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

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

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

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

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

Employee Signature

Date

APPENDIX E
Drug and Alcohol Policy

City of Huron's Drug and Alcohol Policy
can be found in the
City of Huron's Employee Handbook
at Appendix E.

APPENDIX F
Base Wages

	1/1/2021	1/1/2022		1/1/2023		1/1/2024	
Firefighter		2.00%	Annual	2.25%	Annual	2.50%	Annual
A	\$ 31.40	\$ 32.03	\$ 66,618.24	\$ 32.75	\$ 68,117.15	\$ 33.57	\$ 69,820.08
B (90% Class A)	\$ 28.26	\$ 28.83	\$ 59,956.42	\$ 29.47	\$ 61,305.44	\$ 30.21	\$ 62,838.07
C (80% Class A)	\$ 25.11	\$ 25.61	\$ 53,273.38	\$ 26.19	\$ 54,472.03	\$ 26.84	\$ 55,833.83
Probation (70% Class A)	\$ 21.98	\$ 22.42	\$ 46,632.77	\$ 22.92	\$ 47,682.01	\$ 23.50	\$ 48,874.06
Lieutenant		2.00%	Annual	2.25%	Annual	2.50%	Annual
A (Class A FF + 10%)	\$ 34.53	\$ 35.22	\$ 73,258.85	\$ 36.01	\$ 74,907.17	\$ 36.91	\$ 76,779.85
B (Class A FF + 5%)	\$ 32.96	\$ 33.62	\$ 69,927.94	\$ 34.38	\$ 71,501.31	\$ 35.24	\$ 73,288.85
Captain		2.00%	Annual	2.25%	Annual	2.50%	Annual
A (Class A FF + 20%)	\$ 37.68	\$ 38.43	\$ 79,941.89	\$ 39.30	\$ 81,740.58	\$ 40.28	\$ 83,784.09



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 8-2022
DATE: January 11, 2022

Subject Matter/Background

Resolution No. 8-2022 ratifies the City Manager's execution of a Memorandum of Understanding for the extension of the 2019-2021 American Federation of State, County and Municipal Employees, AFL-CIO OC 8/Local 2024 ("AFSCME") Collective Bargaining Agreement, which was set to expire on December 31, 2021. The parties have come to terms on modifications to the current contract, but due to the press of time at the end of the year and cancellation of the Huron City Council meeting scheduled for December 28, 2021, the parties agreed to enter into an agreement to extend the current CBA through January 12, 2022, and if not approved by City Council on January 11, 2022, on a day to day basis until either side notifies the other, in writing, of their intention to invoke the statutory process.

Financial Review

The 2022 Municipal Budget includes expenses based on the negotiated terms of the new Collective Bargaining Agreement with the AFSCME, and are sufficient to cover expenses related to extension of the current agreement.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution 8-2022 is in order.

[Resolution No. 8-2022.doc](#)

[Resolution No. 8-2022 Exhibit A.pdf](#)

RESOLUTION NO. 8-2022

Introduced by William Biddlecombe

A RESOLUTION RATIFYING THE CITY MANAGER'S EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR EXTENSION OF THE 2019-2021 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO OC 8/LOCAL 2024 ("AFSCME") COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the City and AFSCME are negotiating the terms of a collective bargaining agreement for the period of 2022-2024; and

WHEREAS, the currently 2019-2021 Collective Bargaining Agreement expires under its own terms on December 31, 2021; and

WHEREAS, additional time is needed to finalize the terms of the new collective bargaining agreement and get it finalized and adopted by both the Union and the City; and

WHEREAS, the City and AFSCME wish to continue operating under the terms of the 2019-2021 Collective Bargaining Agreement until the new collective bargaining agreement is finalized and adopted by the parties;

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

SECTION 1: The City Manager's execution of a Memorandum of Understanding extending the 2019-2022 AFSCME Collective Bargaining is hereby ratified, said Memorandum of Understanding to be substantially in the form of "Exhibit A" which shall be attached hereto and made a part hereof upon execution by all Parties.

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

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

Monty Tapp, Mayor

ATTEST: _____

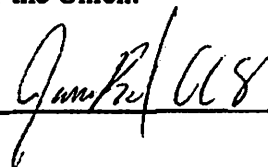
Clerk of Council

ADOPTED: _____

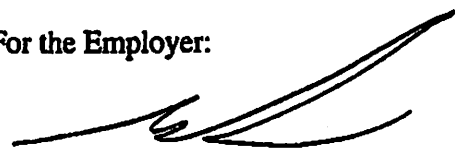
**MEMORANDUM OF UNDERSTANDING
CONTRACT EXTENSION**


The parties, AFSCME Ohio Council 8, Local 2024 and the City of Huron, agree to extend the existing collective bargaining agreement that expires on December 31, 2021 until Wednesday, January 12, 2022 and, if the new collective bargaining agreement is not approved by the Huron City Council at the Tuesday, January 11, 2022 Huron Council Meeting, then the extension shall be on a day to day basis thereafter until either side notifies the other, in writing, of their intention to invoke the statutory process. Retroactivity for all economics shall be effective January 1, 2022.

For the Union:



For the Employer:





Date: 12-28-21



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 9-2022
DATE: January 11, 2022

Subject Matter/Background

Resolution 9-2022 authorizes a successor Collective Bargaining Agreement between the City and AFSCME Ohio Council 8, Local 2024 for the period January 1, 2022 through December 31, 2024. The current collective bargaining agreement was set to expire on December 31, 2021, and an extension was entered into by all parties to extend the terms of that agreement through January 11, 2022, and then on a day-to-day basis after that date.

The administration and union met over a series of negotiating sessions to discuss managerial, administrative, and financial modifications to the current contract. A summary of these modifications are as follows:

- Similar to the Police contract, the union will receive annual salary increases of 2%, 2.25% and 2.5%.
- Changes to the healthcare contributions, HRA amounts, and opt-out payments are similar to the Police contract.
- This contract increased longevity pay, up to a maximum amount, for eligible union employees previously grandfathered into longevity pay.
- The contract also offers shift differential pay at \$0.64/hour for water plant employees working nights and weekends.

Financial Review

The 2022 Municipal Budget includes expenses based on the terms of the Collective Bargaining Agreement with the AFSCME

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution 9-2022 is in order.

[Resolution No. 9-2022.docx](#)

[Resolution No. 9-2022 Exhibit A.pdf](#)

RESOLUTION NO. 9-2022
Introduced by William Biddlecombe

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LABOR AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2024, AND OHIO COUNCIL 8 AND DECLARING AN EMERGENCY.

WHEREAS, an agreement has been reached by and between The American Federation of State, County and Municipal Employees, Local 2024, and Ohio Council 8 and the City of Huron; and

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

SECTION 1: That Council hereby authorizes the City Manager to enter into a labor agreement with The American Federation of State, County and Municipal Employees, Local 2024, and Ohio Council 8 for compensation and other terms of employment of municipal employees for the period of January 1, 2022 through December 31, 2024, in accordance with the language set forth in the agreement which is on file with the City.

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

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

Monty Tapp Artino, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**A COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**THE
CITY OF HURON**

AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, LOCAL 2024, AND
OHIO COUNCIL 8**

*JANUARY 1, 2022
DECEMBER 31, 2024*

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ARTICLE 1

PURPOSE

- 1.01 This Agreement sets forth a complete agreement between the City of Huron (“City”) and The American Federation of State, County and Municipal Employees, Local 2024, and Ohio Council 8 (“Union”), which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.
- 1.02 The term “employee” or “employees” where used herein refers to all employees in the bargaining unit. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This Agreement shall comply with the Laws of the United States, the State of Ohio, and all applicable governmental administrative rules and regulations which have the effect of Law.
- 1.03 Attached hereto and made a part hereof as “Appendix A” is the present version of the City's organizational chart relating to the Department of Service. Presently, within the Department of Service there exist the following Divisions: Water Filtration, Water Distribution and Streets and Highways. This Agreement shall pertain to and govern the terms and conditions of employment (to the extent set forth in this Agreement) of employees within the Department of Service and the, but there shall be excluded from this Agreement the Superintendents of the Divisions within the Department of Service. Employees in the position of Finance Clerk as of January 1, 2013, shall remain party to this collective bargaining agreement. All employees hired in the Finance Department after January 1, 2013 shall not be subject to this collective bargaining agreement.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Union shall, and hereby does, recognize the right and authority of the City to administer the business of the City and in addition to other functions and responsibilities which are required by the law, the Union shall, and hereby does, recognize that the City has and will retain the right and responsibility to direct the operations of the City, to promulgate rules and regulations, except as may specifically be limited within this Agreement, and more particularly, including but not limited to, the following:
- A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
 - B) Direct, supervise, evaluate, or hire employees;

- C) Maintain and improve the efficiency and effectiveness of government operations;
- D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F) Determine the adequacy of the work force;
- G) Determine the overall mission of the City as a unit of government;
- H) Effectively manage the work force;
- I) Take actions to carry out the mission of the public employer as a governmental unit;
- J) Subcontract various works or other projects.

ARTICLE 3

UNION REPRESENTATION

- 3.01** The Union shall designate two (2) employee members who are authorized to process grievances and/or provide representation for discipline. One (1) member shall be the primary employee representative, and the other shall be designated as alternate. The appropriate member representatives shall be granted reasonable time during normal work hours to perform Union functions including attendance at Labor/Management meetings, grievance hearings, disciplinary hearings, as well as investigation and preparation for the same, without loss of any pay. The time granted by this section shall be scheduled at such times so as not to interfere with the normal operations of the City and shall be subject to temporary revocation in the event of an emergency as determined by the authorized City representative. In addition, one (1) non-employee Union Staff Representative shall be permitted to attend Labor/Management meetings, grievance hearings and disciplinary hearings. The designated non-employee Union Staff Representative shall have access to the City's work area to investigate and prepare for the above, provided such access does not interfere with the normal operations of the City.

ARTICLE 4

LABOR MANAGEMENT MEETINGS

- 4.01** The parties agree to schedule Labor/Management meetings to discuss problems and administration of the Agreement. The time and date of such meetings shall be by mutual agreement. Meetings shall start during normal working hours; however, in the event a meeting goes beyond normal work hours, such time shall not be compensated as work hours for Union employee representatives.

- 4.02** The parties agree that each side shall attempt to provide the other with an agenda of meeting topics as soon as possible prior to the start of the meeting.
- 4.03** The Employer shall provide quarterly data income and expense reports used to conduct the regular business of the City. Such reports shall be hand delivered or sent email in the format in which they are stored. A review of such reports shall be conducted at the Labor Management Meeting as a regular agenda item.

ARTICLE 5

SUBCONTRACTING/BARGAINING UNIT WORK

- 5.01** During the life of this contract, the City shall not subcontract work that results in the layoff or reduction of regular hours of any employee in the bargaining unit. This shall not prohibit the City from contracting out work or services of a nature and size that could not be economically performed by employees in the bargaining unit. Grievances over whether the subcontracting violates this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.
- 5.02** The current practice of non-bargaining unit City employees performing work traditionally performed by bargaining unit City employees shall continue, unless otherwise mutually agreed to by the City and the Union.

ARTICLE 6

RECOGNITION

- 6.01** Under State Employment Relations Board Case # 1997-REP-04-0085, Local 2024 and the Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO shall be recognized as the sole and exclusive representatives for all employees in the bargaining unit in §6.02 within the City of Huron for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.
- 6.02** The Union's exclusive bargaining unit includes the following job classifications, and the City will not recognize any other Union as the representative for any employees within such classifications:

Included: All service, maintenance and clerical employees of the City of Huron as described in 1.03 above and excluding employees of the Huron Municipal Court. Name the positions according to the SERB order

Excluded: All management level employees, confidential employees, and supervisors, as defined in the Act, and all employees currently represented by another employee organization.

- 6.03** In the event there is a title change of any job in the Unit; or if a position in the Unit is reallocated bringing about a new job class; or in the event a new job class is otherwise established, the Parties will meet to negotiate whether or not the new position shall be included in the Unit. If agreement cannot be reached between the Parties, the Union or City may file a Petition for Clarification or Amendment to the Unit with the State Employment Relations Board.

ARTICLE 7

NON-DISCRIMINATION SECTION

- 7.01** The City and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment on the basis of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities on the basis of protected class status.
- 7.02** The City and the Union agree there will be no discrimination by the City or the Union against any employee because of any employee's lawful activities and/or support of the Union, or because the employee does not support the Union or participate in Union activities.
- 7.03** The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 8

Dues Deduction

8.01 The City will deduct Union dues monthly from the paychecks of Employees who have written dues deduction authorizations on file with the Finance Department. (See Appendix B). Dues or fees deducted shall be sent to the Union forthwith, along with a statement listing the amount deducted for each Employee. Written dues deduction authorizations shall be revocable by the Employee pursuant to the terms of the signed authorization. Deductions shall be made during the first two pay periods of each month and shall be transmitted to the Union no later than the tenth day following the end of the second pay period in which the deduction is made. An alphabetical list of Employees for whom deductions have been made indicating the amount of the deduction shall be transmitted to the Union with the deductions. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In event an Employee's first month's pay is insufficient for deduction, the City will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, in a subsequent period. The Union will indemnify and hold the City harmless from any action growing out of the deductions made by the City hereunder. The Union will provide a written annual letter to the City enumerating the dues and owed by its members on a month basis, no later than December 15th of each calendar year.

8.02 The Union shall hold the City harmless from any liability arising or claimed to arise out of any action by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Article. The City shall not be obligated to make dues deduction for any Employee who fails to receive sufficient wages during a month to equal dues deduction.

8.03 Fair Share Fee. In accordance with the Supreme Court ruling of *Janus v. AFSCME*, which states that collections of Fair Share Fee to be unlawful, the parties agree to remove the language previously negotiated. However, In the event that Fair Share Fee becomes legal the parties mutually agree to negotiate over reinserting legal language for reinstatement of Fair Share Fee back into the agreement.

ARTICLE 9

NO STRIKE / NO LOCKOUT

- 9.01.** The Union shall not directly or indirectly call, sanction, instigate, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, work stoppage or slowdown at any operation or operations of the City for the duration of this Agreement.
- 9.02** The Union shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this Article.
- 9.03** Upon notice from the City that any violation of this Article occurs, the Union will immediately make all reasonable efforts to notify all employees that the strike, walkout, work stoppage or slowdown at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately make all reasonable efforts to advise all employees to return to work at once.
- 9.04** The City agrees that neither it nor its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.
- 9.05** Violation of this Article may result in discipline.

ARTICLE 10

PROBATIONARY PERIOD

- 10.01** New full- and part-time employees shall be considered to be on probation for a period of one year. The City shall have sole discretion to discipline or discharge such probationary employees and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise.
- 10.02** In those job classifications for which the City requires a professional license (other than a CDL) within thirty (30) months of hire, the City's right to terminate an Employee for failure to obtain such license shall be absolute, and any such termination shall not be subject to

the Grievance Procedure set forth in this Agreement. Failure to obtain and maintain all required licenses, inclusive of CDL license shall be grounds for immediate termination of employment or layoff in accordance with Article 13.

ARTICLE 11

SENIORITY

11.01 “Job Classification Seniority” shall be defined as an employee’s continuous length of service while holding the same classification. Job Classification Seniority would be applied for purpose of determining layoffs as provided in 12.01. The employee shall receive credit for all time spent on the City’s payroll in that classification. Job Classification Seniority shall be terminated as set forth in 11.02.

11.02 “City Employment Seniority” shall be defined as an employee’s continuous length of service, effective from his most recent date of hire as a regular full-time employee. City Employment Seniority shall be terminated when an employee:

- A) Quits or resigns;
- B) Is discharged for just cause;
- C) Is laid off for a period of more than twenty-four (24) consecutive months;
- D) Is absent without leave for fourteen (14) consecutive working days;
- E) Fails to report for work when recalled from layoff within three (3) consecutive working days from the date on which the City sends the employee notice, by certified mail that he has been recalled from layoff unless satisfactory excuse is shown;
- F) Fails to return to work on expiration of a leave of absence;
- G) Fails to obtain a City required professional license within the thirty (30) month period provided for 10.02.

11.03 For purposes of vacations and longevity pay, accrual, length of service shall be determined in accordance with Huron City Ordinance 163.05 and 163.15, respectively.

11.04 The City will provide the Union with a list of all employees in the bargaining unit listing the employee’s name, job classification, date of hire, date of classification, home address and phone number, if listed, not more than twice per year upon request of the Union.

11.05 The City shall notify the Local Union President of personnel changes as they occur which directly affect the Unit.

ARTICLE 12

LAYOFFS AND RECALL

12.01 Whenever the work force of the City, or within any classification of employees within the City, is reduced either for lack of work, lack of funds, changes in operating methods, to

increase efficiency or to reduce costs, employees shall be laid off based upon Job Classification Seniority within their division in the following order.

- A) Seasonal/Temporary employees;
- B) Part time employees;
- C) Regular fulltime employees.

- 12.02** Employees shall be given a minimum of forty-five (45) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary.
- 12.03** In the event a regular full-time employee is laid off, he shall receive payment for earned but unused vacation as quickly as possible, but no later than fourteen (14) days after layoff.
- 12.04** When any bargaining unit employee is given notice of layoff under the above paragraph, the City and the affected employee will meet for the purpose of attempting to find an available job which the affected employee may be qualified to perform. If any such job is available, the employee will be given consideration for the open position. The Union shall receive a copy of all such layoff notices. Also, a laid off full-time employee may bump into a same or lower paid classification for which he is qualified if there are less senior full-time employees in the classification. Similarly, a laid off part-time employee may bump into a same or lower-paid classification for which he is qualified if there are less senior part-time employees in the classification.
- 12.05** Employees shall be recalled in the reverse order of layoff. An employee on layoff will be given three (3) working day's notice of recall, measured from the date on which the City sends the recall notice to the employee by certified mail to his last known address as shown on the City's records. A laid off employee will be recalled to his former position with full rights in the event such position becomes available within twenty-four (24) months after his layoff date.

ARTICLE 13

LOSS OF CDL/INSURABILITY

- 13.01** If a core job duty of an employee is to operate a vehicle and the employee becomes uninsurable or insuring the employee would require an increase in the cost of insurance, or the employee loses his CDL, the employee:
- A) Will not be permitted to drive City vehicles;
 - B) Will not be permitted to bump into another position but may bid into a vacant position for which the employee is qualified in this bargaining unit according to the provisions of this Agreement;
 - C) If no position is available under paragraph (2) above, the employee will be laid off. During the layoff under this Agreement, the employee must submit a driving record (BMV report) when requested to the City and its insurer to determine insurability. If the layoff resulted from the loss of the employee's CDL, the employee shall notify the City and its insurer upon restoration of the CDL if it is restored during the period

of the employee's layoff. Upon becoming insurable or regaining the CDL, the employee may, in accordance with Article 12, return to an available vacancy, or if none is available, to a subsequent vacancy for which the employee is qualified.

ARTICLE 14

BID PROCEDURE

14.01 Whenever the City decides to fill a vacancy in a classification within the bargaining unit, the City shall post notice where the vacancy exists. The City will notify the Local Union president of any job postings. The bid notice shall contain the classification, job description, minimum qualifications as determined by the City and salary. The classification, not the specific assignment in the classification, will be posted. The bid notice shall be posted for a minimum of five (5) consecutive working days. Where applicable, minimum qualifications may include licensing, bonding and/or testing requirements. Official notification will be made after approval by the City, but no later than five (5) days after approval.

14.02 Any employee wishing to apply for a posted vacancy must submit an application in writing to the City Manager by the end of the posting period in order to be considered for the position. City Employment Seniority, skill, and ability shall be the determining factors in filling all vacancies. City Employment Seniority shall be the determining factor only when, in the judgment of the City, skill and ability are of equal measure. If no full-time bargaining unit employee meets the minimum qualification, the posted vacancy may be filled by a qualified part-time bargaining unit employee. If no bargaining unit employee meets the minimum qualification, the posted vacancy may be filled by the City from outside the bargaining unit.

The positions of Chief Operator, Street Foreman, and Distribution Foreman are considered mid-level management and were created with the cooperation of the union. In the event of a vacancy of either of these positions, the City will comply with internal posting pursuant to this section, however, the City reserves the right to conduct an external competitive search following the five-day internal posting. Existing employees will be afforded preference and will be afforded an interview. Selection will be based on qualification in accordance with this Section.

14.03 After the appointment to a new job category, the first 120 worked days of service shall be considered the probationary period for the new position. Nothing contained in this Section shall be construed to shorten an employee's original one (1) year probationary period. Any employee who bids for and receives a new job category within his original one (1) year probationary period shall have that original probationary period run concurrent with the probationary period for the new position. The original one (1) year probationary period may be extended by the number of days, if any, needed to fulfill the new position's thirty (30) day probationary period. An employee may not bid or be appointed to a position if he has had any discipline issued to him within 2 calendar years.

- 14.04** Unless otherwise agreed to by the Union and the City after initial appointment to a new job category, if said employee does not satisfactorily complete the 120 worked days probationary period as determined by the City or at the election of the employee, he will be reassigned to his previous job.
- 14.05** An employee appointed to a new position pursuant to this Article shall be placed within the appropriate pay grid according to the employee's City Employment Seniority.
- 14.06** The City will provide written notice to the Local Union President if it does not intend to fill a vacancy within one hundred (120) days. Upon request by the Union President, the City will meet with the Union to discuss the reasons vacancies will not be filled.

ARTICLE 15

HOURS OF WORK AND OVERTIME

- 15.01 A.** The City shall devise a regular schedule of work for the Water Filtration Division that meets the following criteria:
- 1) A regular recurring shift on no more than a two (2) week rotation, except as may be affected by holiday rotation;
 - 2) Employees shall have every other weekend (Saturday and Sunday) off;
 - 3) Regular starting and ending times on no more than a two (2) week rotation;
 - 4) No more than five (5) days on duty in a row;
 - 5) At least eight (8) hours between shifts; and
 - 6) Adjustments to (1) through (5) above are available through mutual agreement and/or through the payment of overtime.

Employees may trade shifts with approval of the Superintendent of Water Filtration and so long as such trading does not generate overtime.

- B.** For all other Departments or Divisions, the normal work week shall be established consecutive workdays with specified starting and ending times. The workday shall include two (2) fifteen minute paid break times and a lunch opportunity. The lunch opportunity shall be established by the City on a Department or Division basis with input from the affected employees.
- 15.02** All employees in the job classifications covered by this Contract shall receive time and one half (1 ½) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week. All paid hours shall be considered hours worked for purposes of this section, except as provided in Article 17, Holidays, §17.04 There shall be no pyramiding of overtime; overtime and other premium pay provisions are not cumulative. The supervisor will assign overtime to qualified employees.
- 15.03** Unless otherwise provided below, the City shall distribute overtime as equally as possible among the qualified employees by Department/Division. On January 1 each year the City shall create a list by Department/Division of qualified employees. Overtime shall be offered in order of the list with a record of any hours worked or refused added to the list in

order of City Employment Seniority within a Department/Division. During the calendar year, the employee with the least accumulated overtime worked or refused shall be offered the next overtime opportunity.

15.04 Section 3 above shall not have an impact on employees who continue a job beyond the regular workday; provided, however, the hours worked shall be added to the list for purposes of future equalization.

15.05 In the event a sufficient number of employees in a Department/Division are not available for overtime, the City shall call bargaining unit members in other Departments/Divisions qualified to perform the work assignment; however, such "out of Department/Division" overtime worked or refused shall not be added to the Department/Division overtime equalization list. The City shall maintain a list in each Department/Division of qualified individuals outside the department. Out of Department/Division overtime opportunities shall be distributed as equally as possible.

15.06 ON CALL DUTY. Employees in Water Distribution, Street Maintenance, and Water Filtration Divisions shall be assigned on call duty. The City reserves the right to add any newly created Department/Division (including the Building and Grounds Division) to the on call list. Each Department/Division shall create a separate rotating on call list. On call duty shall be seven (7) calendar days in duration. At no time shall an employee receive compensation for on call duty when the employee has utilized sick leave to cover any portion of his shift due to his own illness or extended leave as recognized by FMLA standards. In the event a supervisor determines that an emergency condition may be pending, he may determine additional on call duty is needed. Additional on call duty shall be filled on a voluntary basis utilizing the Department/Division overtime equalization list. Only overtime hours incurred within an employee's Department/Division shall be added to the overtime list for the purposes of equalization. Refusal of voluntary on call shall not incur any overtime charges.

15.07 Each employee on call shall be paid the equivalent of one (1) hour at their pay rate Mondays through Fridays and two (2) hours at their rate of pay for Saturdays, Sundays and Holidays as on call pay for each twenty-four (24) hour period on call. Such on call pay shall be in addition to pay for actual hours worked on call. Each employee on voluntary on call shall also be paid as set forth above.

Any employee earning on call compensation for hours accumulated as a result of a call out benefit may choose to convert their pay into compensatory time. An employee may convert up to fifty percent (50%) of call out hours accumulated or worked into compensatory time. Requests to use compensatory time shall be made in compliance with Section 15.09.

15.08 Calls outside the normal work day/week shall go first to the employee on call in the affected Department/Division and then to the equalization list. Hours actually worked on call shall be added to the equalization list, but not hours paid as on call pay.

15.09 COMPENSATORY TIME. In lieu of overtime pay as provided in this Article, the City shall, upon written request of the Employee, grant an employee compensatory time off.

Compensatory time shall be granted at the rate of one and one half (1 ½) hours of compensatory time off for each hour of overtime worked. The maximum amount of compensatory time an employee may accrue and carry forward is forty (40) hours. Any overtime worked which would increase the employee's accumulated compensatory time off beyond the forty (40) hours shall be paid out to the employee. Requests to use compensatory time off must be made as soon as possible but no less than one (1) day in advance. The City reserves the right to limit the number of employees off on compensatory time. Compensatory time must be used prior to retirement and is not subject to payment upon retirement. The employee must receive approval from the City prior to taking compensatory time off.

- 15.10** Employees called in to work outside the normal work schedule will be paid a minimum of two (2) hours at the appropriate overtime rate.

ARTICLE 16

VACATIONS

- 16.01** All regular fulltime employees shall be granted vacation leave with full pay each year based upon their length of service with the City in accordance with Huron Codified Ordinance §163.05 as it applies to the safety forces.

Personal days do not accrue and must be used within the year they are earned. Unused personal time will be lost.

- 16.02** A regular full-time employee becomes eligible for vacation leave on his employment anniversary date, and vacation leave shall be taken by the employee within twelve (12) months after it is earned. Beginning with the first month of the employee's second employment year and thereafter, the annual vacation eligibility shall accrue at the rate of one twelfth ($\frac{1}{12}$) for each month of completed service in the employment of the City during each employment year.
- 16.03** When a regular full-time employee resigns or retires, he shall be paid his daily rate of pay times the number of accrued vacation days.
- 16.04** If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.
- 16.05** Vacation scheduling shall be subject to approval of the Department/ Division Head. Requests may be disapproved and vacation may be canceled for good cause to insure adequate staffing levels. The City shall have the right to cancel an employee's scheduled time off in the event of a real and present emergency; provided, however, the inability of the City to cover the employee's scheduled time off by other employees shall not be considered an official emergency enabling the City to cancel an employee's approved vacation. In the event the City cancels a previously approved scheduled time off of three (3) consecutive days or more, the City will reimburse the employee for documented amounts of deposits or prepaid, nonrefundable expenses lost due to cancellation.

16.06 All requests for vacation shall be in writing and shall be acted upon as soon as possible, but in no event more than seven (7) working days.

16.07 Each employee entitled to vacation time under this Article shall be entitled to carry over unused vacation from one calendar year to the next, but such carryover shall be limited to a maximum of one hundred sixty (160) hours plus the number of vacation hours earned in excess of one hundred sixty (160) as appears on such employee's records as of December 31st of the year immediately preceding the carryover year.

ARTICLE 17

Holidays and Personal Days

17.01

A. All regular fulltime Employees shall be entitled to the following holidays:

New Years Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday (half-day)	Friday after Thanksgiving Day
Memorial Day	Christmas Eve (half-day)
Juneteenth	Christmas Day
Independence Day	New Year's Eve (half-day)

B. A part-time Employee assigned to work on a holiday shall be entitled to one and one-half (1 ½) times the Employee's regular hourly rate for the holiday shift ("Holiday Pay").

17.02 Should any of the recognized holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

17.03 To be entitled to Holiday Pay, an Employee must be on the active payroll (i.e., actually receives pay) during the pay period in which the holiday falls.

17.04 For those Employees on a seven (7) day operation, an Employee assigned to work on a holiday, or whose regularly scheduled day off falls on a holiday will be paid one and one-half (1 ½) times their rate of pay for each hour worked in addition to eight (8) hours at their straight time hourly rate for each of the holidays listed above.

A. Employees may substitute another working day for the holiday, provided that:

1. Use of the substitution option is not abused or would otherwise cause the City to be without sufficient Employees to conduct its necessary operations; and
2. Employee is still employed as of the date of the actual holiday from which the substitution holiday is taken.

- B. Any issued holiday time must be used within eleven (11) months of the date earned or the unused issued time will be paid at the Employee's appropriate Regular Rate no later than December 31st of the year earned, unless such holiday is subject to carry-over rules as set forth in City Ordinance 163.04(c).
- C. Alternatively, and in lieu of receiving time off as a substituted holiday, Employee may opt to be paid Holiday Pay calculated at Employee's Regular Rate.

17.05 In addition to Holiday Pay, Employees in the Bargaining Unit shall receive three (3) Personal Days consisting of eight (8) hours each. The scheduling of Personal Days shall follow the same procedure used in the Scheduling of Time Off and shall be approved at the discretion of the Department Head or designee. Personal Days shall not be converted into monetary payout and will not roll over into the next calendar year.

ARTICLE 18

APPLICATION FOR LEAVE OF ABSENCE

- 18.01** All leaves of absence without pay and any extension thereof must be applied for in writing with appropriate supporting documentation to the City Manager on forms supplied by the City at least fourteen (14) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within five (5) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial.
- 18.02** An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City.
- 18.03** If it is found that a leave of absence is not actually being used for the purpose of which it was granted, the City shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances.
- 18.04** An employee who fails to return to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be absent without leave.

ARTICLE 19

SICK LEAVE

- 19.01** All full-time regular employees shall be credited with paid sick leave at the rate of one and one-quarter (1 ¼) work days per month. Unless otherwise amended by this Article, sick leave shall be governed by Section 163.02 (Ordinance 2000-13) of the City Code.
- A) Paid sick leave shall be granted for actual sickness or injury, confinement by reason of a contagious disease, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including postpartum periods). "Immediate family" -

shall—include mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, halfbrother, halfsister, grandparents, mother-in-law, and father-in-law.

- B) Abuse of sick leave, including falsification of information provided in connection with sick leave, shall be grounds for discipline up to and including discharge.
- C) No paid sick leave shall be granted unless the Department/Division authority designated by the City is notified of the illness no later than the scheduled starting time on the first day of the absence due to such illness, unless the nature of such illness precludes the required notice. An employee is required to call in on each day off or notify the City of the duration of his absence.
- D) The City may, in its discretion, require appropriate medical documentation for an absence and may require certification of fitness to return to work from a licensed physician.
- E) Compensation shall be allowed for such days of sick leave actually taken by an employee of the City to be paid at an hourly rate on the same basis to which the employee would have been entitled as compensation for his usual service if it had been performed on such days. The daily sick leave pay of a salaried employee shall be computed by dividing the annual salary of such employee by the number of work days in a calendar year.
- F) Sick leave shall be taken in no less than a quarter ($\frac{1}{4}$) hour increments.
- G) Employees must call in sick before the start of their shift. Forty-eight (48) hour notice is required for anticipated absences such as medical appointments.
- H) A regular full-time employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided by the City and shall be granted the right to convert thirty (30) hours sick leave to ten (10) hours personal time per three month period. An employee shall not convert or accumulate in excess of forty (40) hours personal time on any calendar year.
- I) As of December 31st, 2002, a regular full-time employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of October of any calendar year on the form provided by the City and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment. Forty (40) hours shall be paid to the employee with the first pay of February and forty (40) hours shall be paid with the first pay of July. These payments shall be made by separate check.

19.02 SICK LEAVE PAYOUT. Effective January 1, 2009, all sick leave hours shall be frozen, for those employees employed on December 31, 2009 at the hourly rate in effect on December 31, 2009. The frozen hours shall be multiplied by the 12/31/09 hourly rate to arrive at the amount of payout to which the employee is eligible for accumulated sick leave. The employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city. Upon retirement, the employee has the option of being paid out sick leave on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employee's current hourly rate or the frozen amount determined on December 31, 2008, whichever is greater. These two plans are mutually exclusive and any employee employed as of December 31, 2009 may accept one of the two alternatives upon retirement or his beneficiary upon death in office. Employees hired after

January 1, 2010 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employees current hourly rate. In the event of the death of a regular full-time employee, the City shall pay to the named survivor (provided, however, if none is named then to the surviving spouse or next of kin) the above listed benefit as if the employee had retired.

- 19.03 MEDICAL EXAMINATION.** Where the City believes an employee may be unable to perform the essential functions of their position, the City may require a physical or mental fitness for duty examination by a licensed physician, psychologist or psychiatrist of its selection at its expense. In the event the results of the City's physical or mental examination is in dispute with a similar examination by the employee's medical professional, the two (2) medical professionals shall designate a third, neutral medical professional, and an examination shall be scheduled with that professional. The results of the third examination shall be binding on the City and the employee. The cost of the third examination shall be divided equally between the City and the employee.

ARTICLE 20

BEREAVEMENT LEAVE

- 20.01** A regular full-time employee shall be granted up to four (4) days leave in the event of the death of a member of his immediate family. When in the opinion of the responsible Department/Division Head, additional leave of absence for family death is in the best interest of both parties; such additional leave may be granted and deducted from accumulated sick leave. The granted leave shall include the day of the funeral.
- 20.02** In the event of the death of a relative other than a member of his immediate family, a regular full-time employee shall be granted a leave of absence with pay, to be charged to his accumulated sick leave, for one (1) day to attend the funeral if within the State of Ohio, or three (3) days when the funeral is outside the State of Ohio.
- 20.03** For the purpose of Funeral Leave, an employee's "immediate family" shall include his mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, halfbrother, halvesister, grandparents, mother-in-law, and father-in-law.

ARTICLE 21

FAMILY AND MEDICAL LEAVE POLICY

This provision is intended to comply with the Family and Medical Leave Act ("FMLA").

- 21.01 Eligible Employees.** Employees are eligible for Family and Medical Leave if they have worked for the City for at least twelve (12) months and have worked at least one thousand two hundred fifty (1250) hours during the twelve (12) month period preceding the start of the leave.

21.02 Entitlement to Leave. An eligible employee who requests leave for a qualifying purpose will be entitled to up to twelve (12) weeks of family and medical leave in each twelve (12) month period. The leave shall be unpaid, except that health and medical benefits shall continue to be provided on the same terms as if the employee were working. The City shall choose the method for determining the 12 month period.

21.03 Notice. The City will post the FMLA notice provided by the U.S. Department of Labor.

21.04 Reasons for Granting Leave.

- A) Birth of a child (and care of a newborn).
- B) Placement of a child with the employee for adoption or foster care.
- C) Need for the employee to care for a spouse, son, daughter or parent, who resides in the home of the employee, with a serious health condition.
- D) The employee's own serious health condition which makes the employee unable to work.

21.05 Serious Health Condition. A "serious health condition" is a condition which requires inpatient care (e.g. overnight hospital stay) or continuing treatment by a health care provider for:

- A) A period of incapacity (inability to work or perform daily activities) for more than three (3) consecutive calendar days and which requires two (2) or more visits to a health care provider or one (1) visit to a health care provider that results in a regimen of continuing treatment by the provider.
- B) Any period of incapacity for pregnancy or prenatal care.
- C) Any period of incapacity for a chronic serious health condition (e.g. asthma, diabetes, epilepsy) which may be episodic in nature.
- D) A period of incapacity for a long term condition for which treatment may not be effective (e.g., Alzheimer's disease, severe stroke, terminal stage of cancer).
- E) Any period of incapacity to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days absent treatment (e.g., chemotherapy, physical therapy).

21.06 Designation of Leave as Family Leave. If an employee requests leave for a reason which qualifies for FMLA leave, the City will designate the leave as Family and Medical Leave and so notify employee within two (2) business days.

21.07 Inability to Work. An employee is unable to work when a health care provider finds that he is unable to perform any one of the essential functions of the job.

21.08 Health Insurance FMLA. If the employee is covered by group health/medical insurance, the insurance coverage will be maintained for the duration of the Family and Medical Leave. The employee remains responsible for any co-payment of premium. Insurance may be terminated if:

- A) The employee notifies the City that he does not intend to return from leave.
- B) The employee fails to return from leave.

- C) The employee exhausts the leave entitlement.
- D) The employee's co-payment is more than thirty (30) days late, and the City then gives the employee fifteen (15) day's notice of termination of benefits.

21.09 Reinstatement to Job from FMLA. On return from leave, an employee is entitled to be returned to his old job or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. This right to reinstatement may not extend to employees who qualify as “key employees” under the statute.

21.10 Substitution of Paid Leave. Any accrued, eligible leave shall run concurrently with the FMLA. The employee may request an exemption from this requirement under exigent circumstances approved in writing by the City Manager.

21.11 Employee Notice.

- A) The employee must give the City thirty (30) day's notice of Family and Medical Leave if the leave is foreseeable.
- B) If the leave is unforeseeable, notice must be given as soon as practicable.

21.12 Proof of Serious Health Condition.

- A) At the City's request, employees must obtain certification of a serious health condition on a form supplied by the City from a physician in advance of the leave.
- B) The City may, when appropriate in its judgment, require recertification of the leave.
- C) If the City disagrees with the certification, it may require a second opinion from a different physician (not affiliated with the City).

21.13. Intermittent Leave, Reduced Schedule. Intermittent leave or a reduced schedule may be taken for serious health conditions *under* this policy when medically necessary. However, the employee must attempt to avoid conflicts with his work schedule, and the City may assign the employee to a different, equivalent job to facilitate the intermittent or reduced schedule leave.

ARTICLE 22

MILITARY TRAINING LEAVE

22.01 The City shall continue to grant a leave of absence for military training in accordance with codified ordinance 163.09 as in effect on January 1, 1988.

ARTICLE 23

CIVIL SERVICE LAW

23.01 No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124, shall apply to the employees in the bargaining unit, and it is expressly understood that the Ohio

Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 24
SAFETY, HEALTH AND UNIFORMS

- 24.01** As provided in Ohio Revised Code §Section 4167.04, the City will furnish employees with a place of employment free from recognized hazards that are causing, or are likely to cause, death or serious physical harm to the employees, provided that the City need not take any action which would cause it undue hardship unless required to prevent imminent danger of death or serious harm to the employee.
- 24.02** As provided by Ohio Revised Code §Section 4167.05, each employee will comply with safety rules and safe practices established by the City.
- 24.03** The City and employees shall comply with Ohio employment risk reduction standards, rules, and orders adopted pursuant to Ohio Revised Code Chapter 4167.
- 24.04** As provided in Ohio Revised Code Section §4167.06, an employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to him, provided that such conditions are not such as normally exist for, or reasonably might be expected to, occur in his occupation. The City shall not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested the City to correct the hazardous conditions, but the conditions remain uncorrected, there was insufficient time to correct the conditions by enforcement methods available under Ohio Revised Code Chapter 4167, and/or a reasonable person under the circumstances would conclude that the conditions caused an imminent danger of death or serious harm to the employee. The City may discipline an employee who refuses to perform assigned tasks but fails to meet these conditions for refusing to work.
- 24.05** The grievance arbitration procedure of this contract is the exclusive method of asserting a violation of the City's obligations under this Article, and grievance arbitration shall be in lieu of any other available remedy. Nothing in this 24.05 shall be interpreted as taking away or limiting any rights granted to employees by any statute.
- 24.06** The City will provide any protective devices and other equipment which it determines are necessary to properly protect employees from injury while performing required job functions.
- 24.07** The City may require employees to attend general wellness programs.
- 24.08** Where the City believes an employee may be unable to perform the essential functions of their position, the City may require a physical or mental fitness for duty examination by a licensed physician, psychologist or psychiatrist of its selection at its expense. In the event the results of the Employer's physical or mental examination is in dispute with a similar

examination by the employee's medical professional, the two (2) medical professionals shall designate a third, neutral medical professional, and an examination shall be scheduled with that professional. The results of the third examination shall be binding on the City and the employee. The cost of the third examination shall be divided equally between the City and the employee.

- 24.09** The City may require employees to wear uniforms. The City will provide, at its cost, a uniform service for the employees whom it requires to wear uniforms. The City will provide two [2] sweatshirts during the first year of this Contract and one [1] sweatshirt each of the remaining years of the Contract. Only on an “as needed basis,” and subject to verification by management, the City will pay for the purchase of safety shoes based on job function. The maximum amount the City will pay for such shoes is two hundred dollars (\$200.00) per pair.

“Safety shoes,” at a minimum, must have adequate toe protection. Employees whose safety shoes are paid for by the City are required to wear said safety shoes.

Other Items.

The City will provide and pay for clothing to be worn during inclement weather. That clothing shall include, but is not limited to: sweatshirts, Carharts, raingear, water proof gloves, leather work gloves, rubber boots, etc. The City will provide prescription safety glasses on an “as needed basis,” but not to exceed one pair per year. Employees whose clothing is paid for by the city are required to wear same.

- 24.10** The Union agrees to provide a representative to the City Health and Safety Committee.

ARTICLE 25 **DISCIPLINE**

- 25.01** An employee may be disciplined for just cause.

- 25.02** The City agrees to apply a policy of progressive and corrective discipline, with progressive steps as follows:

Oral Reprimand;
Written Reprimand;
Suspension;
Dismissal;

The City, solely in its discretion, may repeat a given level of discipline. Disciplinary action may be initiated at any level of the forgoing schedule, including dismissal, depending upon the severity of the infraction.

- 25.03** No employee shall be suspended or dismissed without first having a disciplinary hearing before the City Manager or his designee. The hearing shall be held within five (5) working days of the date the City issues written disciplinary charges against the employee. The written disciplinary charges shall include a recitation of the general nature of the alleged

offense. A copy of the written charges shall be provided to the designated employee Union Representative.

25.04 Oral and Written Reprimands shall be done with discretion in a manner so as not to cause public embarrassment to an employee. No reprimand will be given until the employee has had the opportunity to have the employee Union Representative present.

25.05 All disciplines may be appealed through the grievance procedure. Oral Reprimands and Written Reprimands may be appealed through Step 2; suspension in excess of five (5) days and dismissal may be appealed beginning at Step 3.

25.06 Records of discipline will no longer have effect pursuant to the following schedule, except as otherwise set forth in Article 26, Section 9:

- | | |
|-------------------------------|-------------------------------------|
| - Oral and Written Reprimand | 12 months after date* of occurrence |
| - Suspension | 18 months after date* of occurrence |
| -Suspensions under Article 26 | 5 years* |

*provided there is no intervening discipline

Disciplinary records shall be placed in a separate file within the main personnel file after the discipline no longer has effect. Such records shall not be used in Personnel Appeals Board or arbitral hearings if they no longer have force and effect.

25.07 INVESTIGATION OF INFRACTIONS. The City has fifteen (15) workdays to investigate alleged infractions of City Ordinances, policies or job performance. The City has an additional fifteen (15) workdays, if necessary, to hold a disciplinary hearing on the matter under investigation. If discipline is imposed, it will be served within fifteen (15) workdays of the date of the hearing. Any of these deadlines may be extended by mutual consent of the Parties.

ARTICLE 26

DRUG-FREE WORKPLACE

26.01 Employees with a Commercial Driver's License (CDL) shall be subject to the City's Alcohol and Controlled Substances Testing Policy which conforms to Department of Transportation regulations. In addition, all employees are subject to the provisions of this Article.

26.02 The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in this City, the Union, and all residents/citizens/visitors served for the City to maintain a drug free workplace. Each will wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

26.03 The Union further recognizes the right and duty of the City to make, publish, and enforce rules and policies to assure this result.

26.04 The term “drug” includes cannabis, as well as other controlled substances including alcohol, as defined in the Ohio Revised Code. The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

26.05 No employee shall possess or use any controlled substances including prescription drugs, narcotics, or hallucinogens except when prescribed in the treatment of the employee by a physician or dentist. When a controlled substance, including prescription drugs, narcotics, or hallucinogens is prescribed, employees shall notify their immediate supervisor and show written confirmation from the attending physician. No employee shall store or bring into any City facility or vehicle, any alcoholic beverages, controlled substances,, including prescription drugs, narcotics, or hallucinogens. No employee shall consume intoxicating beverages while in uniform or on duty.

No employee shall appear for duty, or be on duty, if any of the following apply:

- A) The employee is under the influence of a controlled substance, including prescription drugs which are mood altering, alcohol, a drug of abuse, or alcohol and any illegal drug;
- B) The employee has a concentration of two hundredths of one percent (0.02%) or more by weight of alcohol in the blood;
- C) The employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of his breath.

Employees, while being compensated for being on call, shall refrain from consuming alcoholic beverages and/or any drugs of abuse or mood altering substances. Employees may be tested for illegal drug usage where there are reasonable grounds to believe that the employee to be tested is using, abusing, or under the influence of illegal drugs as objectively found by at least one (1) qualified City representative.

26.06 Provided the City has reasonable cause to believe that the employee to be tested is abusing illegal drugs, an employee refusing to submit to testing shall be subject to discipline up to and including discharge.

26.07 Testing shall be conducted at a laboratory that meets “Mandatory Guidelines for Federal Workplace Drug Testing Programs. Confirmation testing shall meet standards recognized by the U.S. Department of Health and Human Services. Testing may include breath or urine. Upon consent of the City and employee the test may include blood. Testing shall begin with the taking of one (1) fluid sample which will be divided into two (2) separate containers second samples shall be retained for a period established under the “Mandatory Guidelines for Federal Workplace,” as accepted by the U.S. Department of Health and Human Services or six months, whichever is greater. If an employee tests positive, the second test shall be made from the original sampling.

26.08 The City shall encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested “positive” under these procedures are required to participate in such a Program.

26.09 The City reserves the right to impose discipline in accordance with the following schedule:

- A) Failure to comply with the policy as it applies to the misuse of alcohol will result in disciplinary action as follows:
 - 1) First Offense: The employee will be suspended for three (3) working days without pay.
 - 2) Second Offense: The employee will be suspended for ten (10) working days without pay. An employee assistance program (EAP) will be mandatory for the involved employee to be paid for as provided for in existing health care benefits. Accrued sick leave may be used for EAP. No sick leave may be used toward the suspension.
 - 3) Third Offense: The employee will be terminated immediately.
- B) Failure to comply with the policy as it applies to misuse of drugs of abuse will result in disciplinary actions as follow:
 - 1) First Offense: The employee will be suspended for ten (10) working days without pay, An EAP will be mandatory for the involved employee to be paid for as provided for in existing health care benefits. Accrued sick leave may be used for EAP. No sick leave may be used toward the suspension.
 - 2) Second Offense: The employee will be terminated immediately.
- C) Voluntary entry into an EAP is not grounds for disciplinary action outside a violation of this policy.
- D) The failure by an employee to attend a mandatory employee assistance program will result in termination.
- E) An employee who has successfully completed the EAP as part of disciplinary action resulting from an alcohol related offense may have his records sealed in accordance with §25.06 providing there is no related offense within a five (5) year period. There is no provision for an expungement of a drug related offense.
- F) An employee who refuses to submit to the requested test or tests shall be considered to have tested positive, and disciplinary action will be administered in accordance with standards established here in.

26.10 The City shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense and done at the lab of his choice other than the one used by the City.

26.11 Employee confidentiality shall be maintained.

ARTICLE 27
PERSONNEL FILES

- 27.01** The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the City or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employees Union Representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the City.
- 27.02** Each employee shall be provided a copy of any disciplinary action prior to a record of such action being placed in the personnel file.
- 27.03** Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the City.

ARTICLE 28
Health Coverage

- 28.01** The City will make available a group insurance program covering certain hospitalization, surgical, and medical benefits for Employees and dependents who meet the City's eligibility guidelines. The program will be better or equal in actuarial value to other employees of the City. The level of insurance benefits provided to bargaining unit Members shall be the same level of insurance benefits provided to other, general non-bargaining employees of the City of Huron, including management.
- 28.02** In the event the City proposes to change the plan as described in this section, it shall bring such proposed changes to a labor/management meeting at least sixty (60) days prior to the proposed effective date of said changes.
- 28.03** The Employee's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employees will be responsible for 5% of the employee benefits program including medical/prescription drugs, dental and vision. The following schedule will be used to gradually achieve the 5% contribution.

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

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

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

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

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

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

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

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

- A. Dependent Children: appropriate documentation shall be provided per the following:
1. Biological Child: Government-Issued Birth Certificate, with all parent names contained thereon;
 2. Adopted Child: Government-Issued Birth Certificate or Adoption Certificate or Placement Agreement or Petition;
 3. Stepchild: Government-Issued Birth Certificate, with all parent names contained thereon, AND documents to verify Spouse as outlined below;
 4. Legal Guardianship: Legal documentation from the state court or federal government documenting the legal guardianship status; or
 5. Court Order to provide medical benefits.
- B. Legally Married Spouses: appropriate documentation shall include:
1. If married within the prior 12 months of enrollment, a Government Issued Marriage Certificate, including the date of Employee's marriage. (Church-issued certificates are not acceptable.)
 2. If married more than 12 months prior to enrollment, a Federal Tax Return filed for the prior calendar year listing Employee's spouse, consisting of the first page of the Form 1040 showing names of dependents with all financial information and social security numbers redacted.
- C. Audit. An audit will be conducted for all dependent children currently covered on the plan. Once complete, dependent children can remain on the plan until the end of the month in which they turn age 26. Spouses may be audited on an annual basis to ensure all spouses meet the City's eligibility guidelines which include Spousal Carve Out, as described in Section 30.05.

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

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

ARTICLE 29
LIFE INSURANCE

29.01 The City shall provide regular full-time employees with a term life insurance policy in the amount of \$50,000.

ARTICLE 30
Wages

30.01 During the term of this Agreement, existing Employees and new hires shall be paid according to the job classification grids set forth in Appendix D, and accordance with the following:

Calendar Year	Wage Increase
2022	2%
2023	2.25%
2024	2.5%

For the purposes of this Agreement, the City agrees to a pension pick-up in the percentage amount as set forth in Appendix D of the Employee's statutory portion of pension contribution to the Ohio Public Employees Retirement System (OPERS).

30.02 LICENSE PREMIUM. The City will pay a License Premium for Water Treatment Licenses

and Water Distribution Licenses in accordance with the table below. The license premiums are to be added to the qualifying employees' base rate of pay. The following premium amounts are eligible for receipt only while the employee is working in the specified division. Should an employee transfer from one division to another, the premium amount will be adjusted for the division the employee is transferring to. Laboratory Certification Premiums are not transferrable and are only recognized when an employee is working in the Water Filtration Division. Notwithstanding the foregoing, an employee in the Water Distribution or Street Division receiving a license premium on January 1, 2019 shall continue to receive the license premium in the same amount. All premiums earned and transfers between departments after January 1, 2019 shall be in accordance with this Article.

Water Filtration	Water Distribution	Streets
\$800.00 per license held	\$600.00 per license held	\$0.00 per license held

Example: Water Filtration Employee "A" holding an OEPA Water Supply 2 License and a valid Laboratory Certification shall be eligible to receive an annual license premium in the amount of \$2,400.00.

Example: Water Filtration Employee "A" holding an OEPA Water Supply 2 License and a valid Laboratory Certification transfers from Water Filtration to Water Distribution shall be eligible to receive an annual license premium in the amount of \$1,200.00.

Example: Water Filtration Employee “A” holding an OEPA Water Supply 2 License and a valid Laboratory Certification transfers from Water Filtration to Streets shall be eligible to receive an annual license premium in the amount of \$0.00.

For Water Treatment employees, “License Premium” shall include full EPA laboratory certification, provided the holder of such certificate receives all educational requirements needed to maintain such certificate and provided further he actually performs laboratory testing procedures needed to maintain the City's Ohio EPA certification of its Water Plant. Any employee(s) holding such a license(s) and being paid the premium described above and who works other than in the Department/Division to which such license(s) pertain, shall may be required to perform work or take standby duty within the Department/Division to which such license(s) pertain on an “as needed” basis as determined by the City. Notwithstanding the preceding sentence, no employee holding a license in Filtration but working other than in Filtration on a regular basis shall be required to work in Filtration.

The City agrees to pay the cost of the licensure exam for qualifying employees, not to exceed two exams per calendar year.

30.03 Longevity/Merit Compensation. The Employer shall establish a merit compensation system which is premised on rewarding employees for exemplary service.

- A. The total amount of funding necessary for the merit compensation program shall be determined by the Services Director, the Water Superintendent, the City Manager, and the City Council as part of the budgetary planning process.
 - (1) Individual awards of merit compensation shall be determined by the Services Director, Water Superintendent and the City Manager and shall at all times remain consistent with the methods determined by the internal committee of employees representing all departments within the city.
 - (2) An Employee shall be eligible for a longevity payment or a merit compensation payment, but not both.
 - (3) Upon making a determination of the Employee's eligibility for either payment, the Employee shall be awarded a longevity payment or a merit compensation payment, whichever is greater.
- B. Longevity rates shall be established in accordance with the following table, which shall represent the applicable longevity amount per job classification and years of service up to a maximum amount per position.

Longevity Formula

Upon completion of three (3) years of service	1% of annual base pay
Upon completion of eight (8) years of service	2% of annual base pay
Upon completion of thirteen (13) years of service	3% of annual base pay
Upon completion of eighteen (18) years of service	4% of annual base pay
Upon completion of twenty-three (23) years of service	5% of annual base pay

Maximum Longevity Pay Per Position

MW I, MW II, MWIII	\$2,500
Street Foreman, Distribution Foreman, Chief Operator, Finance Specialist	\$3,000

- C. Longevity shall only be applicable to those Employees employed prior to January 1, 2015, and shall be paid as a lump sum paid on the latter of (1) the second payroll in November or (2) Employee's actual anniversary date.. Any Employee not employed by the City prior to January 1, 2015, shall be eligible for merit compensation only.
- D. Payment of merit compensation shall be paid in an annual payment as part of the City's evaluation process, which may or may not result in a merit payment. If applicable, merit payments shall be paid in the second payroll after evaluations are completed and prorated for the evaluation year based upon start date.

ARTICLE 31
TRAVEL REIMBURSEMENT

- 31.01** Employees may be reimbursed for reasonable travel expenses for authorized trips on approved City business. The employee must keep a complete and accurate record of expenditures and present an itemized statement with receipts to the City Manager for approval. Mileage will be reimbursed at the prevailing IRS rate.

ARTICLE 32
JURY DUTY

- 32.01** Full time employees who are called for jury duty shall, upon notice to the Department/Division Head, be paid their regular wages less any amount received for jury duty service.

ARTICLE 33
GRIEVANCE PROCEDURE

- 33.01** GRIEVANCE DEFINED. A grievance is defined as a dispute or difference between the City and an employee, or between the City and the Union concerning and/or including, the interpretation and/or application of and/or compliance with, any provisions of this Contract.
- 33.02** A grievance must be filed in writing at Step One within ten (10) calendar days of the act or occurrence giving rise to the grievance. If a grievance is not timely filed, it shall be considered waived. Before filing, the employee shall attempt to resolve the matter with his immediate supervisor.

33.03 A grievance shall be processed in accordance with the following procedure on the Grievance Form Appendix E.

Step 1: The grievance must be timely filed in writing with the employee's immediate supervisor. The grievance must state the basis for the complaint, the contract section(s) violated, and/or the relief requested. The grievance must be signed and dated by the employee(s) and/or the Union. The employee's immediate supervisor shall meet with the grievant and his union representative within five (5) calendar days of the filing of the grievance. Thereafter, within five (5) calendar days, the employee's immediate supervisor shall send his answer to the grievant and union representative utilizing the original grievance form. In the event a grievance is "time sensitive", the employee may combine Step 1 and Step 2.

Step 2: If the grievant is dissatisfied with the Step 1 answer, the grievance may be submitted to Step 2 by filing an appeal in writing to the City Manager within ten (10) calendar days of the Step 1 decision. The City Manager shall meet with the grievant and his representative within fourteen (14) calendar days of receipt of the appeal. No more than fourteen (14) calendar days thereafter, he will send them his written response.

Step 3: With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 2 answer. If the City and the Union mutually agree to mediate, the timelines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Step 4: If the grievance is not resolved at Step 3, the Union or City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party. Within fifteen (15) calendar days of receipt of intent to file under arbitration, the City and the Union shall, by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may be mutually agreed.

On receipt of the nominations, the Union and the City shall each eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by a coin flip. A date for the arbitration shall be set as soon as availability of the arbitrator is determined and both the Union and the City agree.

The parties may be represented by representatives or legal counsel, and necessary witnesses and/or documents may be subpoenaed under an arbitrator's subpoena. The arbitrator shall reduce his decision to writing and state his reasons for reaching the decision. The arbitrator shall not amend, add to, or subtract from, any provision of this Contract.

The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne equally by parties. The expenses on any non-employee witness shall be borne, if at all, by the party calling them. The cost of attorneys or other representation shall be the responsibility of the respective parties. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of any transcript.

Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled hours on the day of the hearing.

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

ARTICLE 34
SAVINGS CLAUSE

34.01 Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of, or contrary to, state or federal statutes now effective, or which may become effective during the term of this Contract, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Ohio Revised Code § 4117.10. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE 35
PREVAILING RIGHTS/WAIVER OF NEGOTIATIONS

35.01 The City agrees that all clearly established benefits in effect and regularly provided to employees at the time of signing of this Agreement, but which are not specifically referred to in this Agreement shall remain in full force during the term of this Agreement. Nothing in this section shall prevent the City from exercising those management rights set forth in this Agreement.

35.02 The City and the Union acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

35.03 Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. In addition, each party agrees that the other shall not be obligated to negotiate regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 36
BULLETIN BOARDS

36.01 The City shall provide space on existing bulletin boards for use by the Union. The ranking Union official may post Union notices as follows:

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

Unauthorized notices may be removed by the City_ Manager or his designee who shall immediately notify the ranking Union official of his action. All materials posted shall be in good taste and shall in no way discredit another individual or agency or be of an obscene nature.

ARTICLE 37

SAFETY TRAINING/CONTINUING EDUCATION

- 37.01** The City shall pay the cost of any courses required by the licensing authority for an employee to maintain a mandatory license. In addition, where such courses occur during an employee's regular work shift, the employee shall - be released to attend such courses(s) without loss of pay.
- 37.02** Each regular full-time employee who successfully completes at least twenty-four (24) hours of job related or required safety training in a calendar year shall receive \$ 275.00 to be paid by separate check in the second pay of the year following the calendar year in which the training was completed. Courses required by the licensing authority for an employee to maintain a mandatory license will not accrue towards the training identified in this section. To be eligible for Safety Training pay, training must be approved in advance by the department supervisor. Employee is responsible for maintaining a separate log of training hours completed and submit the same to the department supervisor for approval prior to receiving Safety Training pay.
- 37.03** The Employer shall refund to the employee any and all approved expenses for any permitted educational, testing, or license expenses in a timely manner.

ARTICLE 38

JOB RELATED INJURY LEAVE

- 38.01** A regular full-time employee suffering a physical injury on the job or job-related physical illness which leaves the employee disabled and unable to perform their regular duties shall be paid their regular base pay during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.
- 38.02** Physical injury or physical job-related illness leave pay shall also be contingent upon the injured employee signing or transferring in writing, any remuneration they may receive from the Bureau of Workers' Compensation on account of said injury to the City. The City may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the City.
- 38.03** During the period of disability leave, the City, in addition to paying the Employee's regular salary will make payment into any and all insurance and / or pension plans as required by this agreement, any amendment hereto, and / or otherwise as part of the employment relationship between the City and the Employee. During such period of

disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time.

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

ARTICLE 39

RESTRICTED DUTY ASSIGNMENT

- 39.01** A full-time regular employee unable to full perform normal duties because of a job-related injury or illness will be placed on restricted duty assignment by the City whenever such an assignment is available. Such restricted duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon the operational needs and requirements as determined by the City Manager or his designee and will be within the scope of the Bargaining Unit. A full-time regular employee on restricted duty assignment shall receive his regular compensation and benefits.
- 39.02** An employee placed on restricted duty assignment shall be required to present an attending physician's statement listing specific job restrictions for the employee, which shall be reviewed by the City Manager before restricted duty is assigned. If the City disagrees with the attending physician's opinion the City may require the employee to undergo an examination to be conducted by a mutually agreed upon physician to determine the physical or mental capabilities to perform the duties assigned, when reasonable cause exists. The cost of such examination shall be paid by the City. The parties agree to be bound by the decision of this examination.
- 39.03** Employees will be entitled to accrue sick leave and vacation benefits for all time spent on restricted duty provided they comply with §§39.01, 39.02.
- 39.03** Any employee while assigned to light duty shall continue to receive all compensation and fringe benefits including accumulation of seniority attached to his normally assigned position.

ARTICLE 40

COPIES OF AGREEMENT

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

ARTICLE 41
Unpaid Leave for Union Business

Duly elected Union delegates or alternates to the annual conventions of Ohio Council 8 and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO may be granted time off without pay for the purpose of participation in such conventions, but not to exceed fifteen (15) days per year for all Employees in the Bargaining Unit, provided that use of such leave is not abused or would otherwise cause the City to be without sufficient Employees to conduct its necessary operations. The number of Employees shall be limited to two (2) Employees for any one such convention. The Union shall notify the City (30) days prior to said conventions as to the Employees attending. There shall not be more than one (1) delegate from any City department permitted leave for the same convention.

ARTICLE 42
New Employee Orientation

The Union shall have the opportunity to attend new Employee orientation sessions conducted by the Employer for AFSCME positions only. The Employer shall provide notice at least ten (10) days prior to such sessions. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new Employees to the Union. In the event the Employer does not hold a formal orientation with thirty (30) days of initial employment of an Employee, the Union shall be provided with the name of the Employee and his/her/their duty location and the Union shall have an opportunity to meet with the Employee for thirty (30) minutes on duty time to explain contractual rights and introduce new Employees to the Union.

ARTICLE 43
Shift Differential

Water Filtration Operators working shifts scheduled between 6pm-6am Monday-Friday and starting at 6am Saturday through 6am Monday shall receive a shift differential of sixty-four cents per hour (0.64/hour), which shall be made retroactive to June 9, 2021 and added to an eligible Employee's Regular Rate of pay.

ARTICLE 44
Phone Allowance

44.01 In the exception that an Employee utilizes their cell phone for high volumes of work-related calls, the employee shall be eligible for a Phone Allowance in the amount of \$40.00 per month, subject to the approval of the Services Director and the City Manager. At all times when Employee is the recipient of the Phone Allowance, the City reserves the right to receive proof of cell phone usage for work-related purposes. Should Employee refuse to provide the requested documentation to support the reimbursement, all payments will be suspended immediately, and disciplinary action may ensue.

44.02 Notwithstanding Section 44.01, the City reserves the right to control the manner in which personal cellular phones are utilized in the workplace and may, in lieu of providing a Phone Allowance, establish a network of city-owned cellular phones which shall be used for work related purposes instead of personal cell phones.

ARTICLE 45

Duration

41.01 This Agreement shall become effective upon approval of the City and the Union and shall remain in full force and effect from 12:01 a.m. January 1, 2019 until midnight December 13, 2021. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. The provisions of this agreement shall remain in full force and effect until such time as a new agreement has been signed.

SIGNATURE PAGE

FOR THE CITY:

FOR AFSCME, OC 8/LOCAL 2024:

Matt Lasko, City Manager

Local 2024 President

Law Director

Vice President

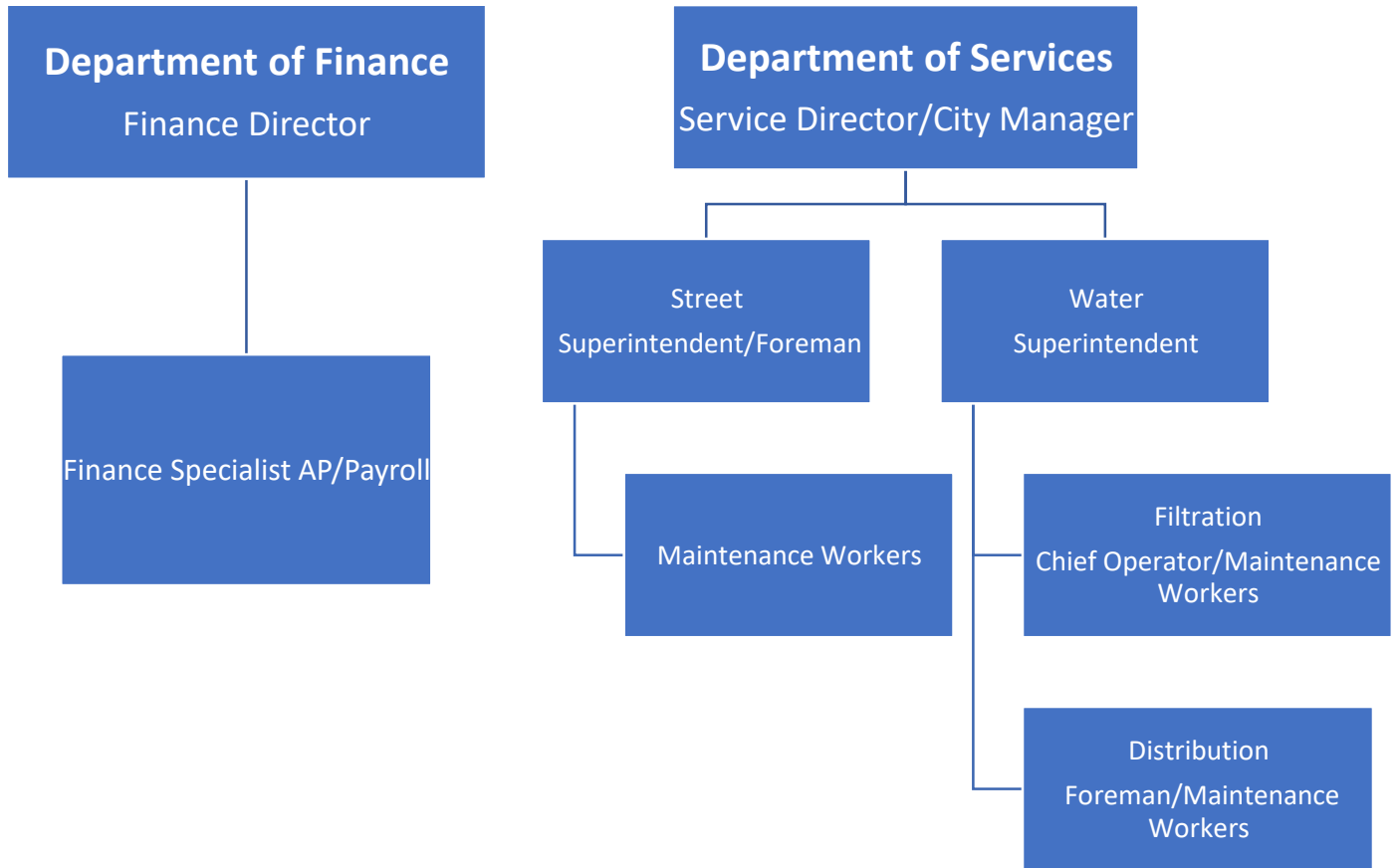
Date

Staff Representative

Date

APPENDIX A

ORGANIZATIONAL CHART



APPENDIX B
Authorization for Union Dues Deduction

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
American Federation of State, County and Municipal Employees, AFL-CIO OC 8/ Local 2024 Telephone	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the AFSCME AFL-CIO OC/8 Local 2024	
(PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Mail this original to AMSCME, AFL-CIO OC/8 Local 2024. This card is kept Confidential.	

AUTHORIZATION FOR LABOR UNION DUES DEDUCTION	
American Federation of State, County and Municipal Employees, AFL-CIO OC 8/ Local 2024 Telephone	
I, the undersigned, hereby authorize my Employer to check off and deduct from my payroll an amount equal to dues, remitting directly to the AFSCME AFL-CIO OC/8 Local 2024	
(PLEASE PRINT)	
Place of Employment	
Name	
Home Address	
City	Zip
Home Phone	Mobile Phone
Email Address	
Classification	
Department	
Signature	Date
Present this original to your auditor.	

APPENDIX C

APPENDIX C **CBA Insurance - Opt Out Form**

APPENDIX D
Wage Information

The rates shown in the following grids do not include individual adjustments resulting from training, license premiums, longevity and merit compensation.

Wage Grids:

The following grid represents the wage scale for the following full-time positions.

Maintenance Worker I

Maintenance Worker II

	2022 (2%)	2023 (2.25%)	2024 (2.5%)
A	\$ 25.23	\$ 25.80	\$ 26.45
B	\$ 22.80	\$ 23.31	\$ 23.89
C	\$ 21.54	\$ 22.03	\$ 22.58
D	\$ 20.68	\$ 21.14	\$ 21.67

The following grid represents the wage scale for the following full-time positions.

Maintenance Worker II - Floater

Maintenance Worker III

	2022 (2%)	2023 (2.25%)	2024 (2.5%)
A	\$ 26.04	\$ 26.63	\$ 27.29
B	\$ 24.33	\$ 24.87	\$ 25.50
C	\$ 22.80	\$ 23.31	\$ 23.89
D	\$ 22.22	\$ 22.72	\$ 23.28

The following grid represents the wage scale for the following full-time positions.

Street Foreman

Distribution Foreman

	2022 (2%)	2023 (2.25%)	2024 (2.5%)
	\$ 28.84	\$ 29.48	\$ 30.22

The following grid represents the wage scale for the following full-time positions.

Chief Operator

	2022 (2%)	2023 (2.25%)	2024 (2.5%)
	\$ 29.71	\$ 30.38	\$ 31.14

The following grid represents the wage scale for the following full-time positions.

Finance Specialist, Accounts Payable/Payroll (as qualified in Article I)

	2022 (2%)	2023 (2.25%)	2024 (2.5%)
	\$ 28.71	\$ 29.36	\$ 30.09

All Part-time employees within the bargaining unit shall be compensated in accordance with the part time rates outlined in the codified ordinances. Part time employees shall receive the same amount of percentage increase as full time employees on January 1 of each year of this Agreement.

APPENDIX E
Grievance Form

AFSCME, AFL-CIO OC 8/Local 2024

PLEASE PRINT OR TYPE. Attach separate sheets if needed.

Name of Grievant:_____ Date:_____

Classification:_____ Assignment:_____

Date and time of Incident:_____

Description of Grievance:_____

Articles and Sections of Agreement Violated:_____

Remedy Requested:_____

Grievant Signature:_____ Date:_____

Received by:_____ Date:_____

	Date	By	Accepted	Rejected
Step #1	_____	_____	_____	_____
Step #2	_____	_____	_____	_____
Step #3	_____	_____	_____	_____
Step #4	_____	_____	_____	_____
Step #5	_____	_____	_____	_____



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 10-2022
DATE: January 11, 2022

Subject Matter/Background

This summary will relate to both Resolution Nos. 10-2022 and 11-2022.

Financial Review

Resolutions 10-2022 and 11-2022 authorize a compensation agreement with Huron City Schools and EHOVE Schools related to the annexed properties at Sawmill Creek Resort. These agreements, already approved by both school boards, will require the City to pay the schools a total of 26.5% (25% to Huron Schools and 1.5% to EHOVE) from Sawmill Creek Resort's annual minimum service payments over 30 years. The remaining portion of the annual service payments will first be used to pay down annual debt service on the \$2 million subsidy from the City into the project. The excess left over will be put in a TIF Fund for public improvements near the property. The annual service payment is expected to be \$450,000, in which Huron Schools will receive approximately \$112,500 in new revenue. For the first 15-20 years of debt payoff, the City is expected to earn between \$100,000 and \$150,000 in TIF revenue for public capital improvement projects.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 10-2022 is in order.

[Resolution No. 10-2022.doc](#)

[Resolution No. 10-2022 Exhibit A.pdf](#)

RESOLUTION NO. 10-2022

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOOL COMPENSATION AGREEMENT BETWEEN THE CITY OF HURON AND THE HURON CITY SCHOOL DISTRICT.

WHEREAS, on July 13, 2021, Huron City Council adopted Resolution No. 42-2021 approving an Annexation Agreement with Huron Township relating to the City of Huron's annexation of Erie County, Ohio PPN's 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39.00864.000 and 39-00864.001 (the "Annexed Parcels"); and

WHEREAS, as authorized by Section 5709.41(B) of the Ohio Revised Code, Huron City Council adopted Ordinance No. 2021-30 on August 24, 2021 authorizing the acceptance of a conveyance of the Annexed Parcels; and

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Section 5709.41, authorizes municipalities to declare improvements to real property to be for a public purpose and to grant a real property tax exemption (a "TIF" Exemption) for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to the TIF Exemption to make an annual service payment to the municipality in lieu of taxes (a "Service Payment"), which Service Payments shall be approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemption; and

WHEREAS, the City expects to pass an Ordinance (the "TIF Ordinance") in the near future granting a 100%, 30-year TIF Exemption to the Annexed Parcels located in the City (the "Project") as further described in Exhibit A attached hereto; and

WHEREAS, the School District and the City desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, the City expects that the owners of the Project shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the "Improvements") to the Project consistent with the objectives stated in the TIF Ordinance; and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, to facilitate the construction of the Improvements and to compensate the School District for a portion of the tax revenue that the School District would have received had the Project been improved and not been exempted from taxation, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District.

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

SECTION 1. That the City Manager is authorized and directed to enter into a School Compensation Agreement with Huron City School, which agreement shall 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. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST: _____
Clerk of Council

Monty Tapp, Mayor

ADOPTED: _____

SCHOOL COMPENSATION AGREEMENT

This School Compensation Agreement (the "Agreement") is made and entered into as of July 20, 2021, by and between the CITY OF HURON, OHIO (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter with its principal offices at 417 Main Street, Huron, Ohio 44839, and the HURON CITY SCHOOL DISTRICT (the "School District"), a public school district with its principal offices located at 712 Cleveland Road East, Huron, Ohio 44839.

WITNESSETH:

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Section 5709.41, authorizes municipalities to declare improvements to real property to be for a public purpose and to grant a real property tax exemption (a "TIF Exemption") for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to TIF Exemption to make an annual service payment to the municipality in lieu of taxes (a "Service Payment"), which Service Payments shall be approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemption; and

WHEREAS, the City expects to pass an Ordinance (the "TIF Ordinance") on or around August 10, 2021, granting a 100%, 30-year TIF Exemption to certain parcels of real property located in the City (the "Project") as further described in EXHIBIT A attached hereto; and

WHEREAS, the School District and the City desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, the City expects that the owners of the Project shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the "Improvements") to the Project consistent with the objectives stated in the TIF Ordinance; and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, on July 20, 2021, and prior to the passage of the TIF Ordinance, the Board of the School District adopted a resolution (the "School District Resolution") granting its approval of this Agreement and the TIF Exemption as provided in the TIF Ordinance and waived any further requirements of Sections 5709.40, 5709.41, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Improvements and to compensate the School District for a portion of the tax revenue that the School District would have received had the Project been improved and not been exempted from taxation, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District.

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

Section 1. City Compensation Payment to School District. In consideration of the School District's approval of the TIF Exemption and agreement, pursuant to the School District Resolution, to waive the application of Section 5709.82 of the Ohio Revised Code, the City hereby agrees to pay to the School District the compensation provided for below in this Agreement as set forth below.

The parties agree that, as consideration for the School District's agreement to approve the TIF Exemption, the City shall pay to the School District, solely out of Service Payments, within 60 days following receipt by the City of each semiannual real property tax settlement, an amount equal to 25% of the Service Payments (collectively, the "Compensation Payment").

Section 2. Submission of Detailed Accounting to School District; Contest of Compensation Payment. The City shall submit semiannually to the School District, with the transmission of the Compensation Payment described in Section 1 above, a detailed accounting of its calculation of the Compensation Payment. In the event the School District disputes the amount of the Compensation Payment, as certified by the Finance Director of the City (the "Finance Director"), the School District shall certify, within 30 days of receipt of the accounting, the basis for the dispute and the amount that the School District claims is the correct amount of Compensation Payment to be paid to the School District. Within 10 days thereafter, the Finance Director and the Treasurer of the School District (the "Treasurer") shall meet to discuss and resolve the dispute. In the event the Finance Director and the Treasurer are unable to mutually agree on the amount of Compensation Payment, the City shall, within 15 days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this Section shall limit either the School District's ability, after payment and receipt of such Compensation Payment amount, to seek recovery of amounts deemed underpaid.

Section 3. Filing of Report with the School District. At such time that the City files the status report required under the Ohio Revised Code and pursuant to the provisions of the TIF Ordinance, to be filed with the Ohio Development Services Agency by March 31 of each year, the City shall also deliver a copy of such status report to the School District.

Section 4. Application of Ohio Revised Code Section 5709.82. The School District acknowledges and agrees that this Agreement provides for the only compensation to be received by the School District from the City in connection with real property tax exemptions granted pursuant to the TIF Ordinance, and the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82 of the Ohio Revised Code.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement. The City and the School District acknowledge and agree that the terms of this Agreement are contingent upon the annexation of the Project into the City and that, in the event that the annexation is not complete by December 31, 2021, the City and the School District shall work cooperatively to terminate this Agreement.

Section 6. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the City to the School District pursuant to Section 5709.82, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District, by adoption of the School District Resolution and execution of this Agreement, hereby waives any notice requirements set forth in Sections 5709.40, 5709.41, 5709.83 and 5715.27 of the Ohio Revised Code with respect to the TIF Exemption.

Section 7. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City: City of Huron
417 Main St
Huron, OH 44839
Attn: City Manager

With a copy to: City of Huron
417 Main St
Huron, OH 44839
Attn: Law Director

If to the School Board: Huron City School District
712 Cleveland Road East
Huron, OH 44839
Attn: Treasurer

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 8. Severability of Provisions. This invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date hereinbefore written.

CITY OF HURON, OHIO

HURON CITY SCHOOL DISTRICT

By: _____

Its: City Manager

By:  _____

Its: Superintendent

By:  _____

Its: Treasurer

By:  _____

Its: President, Board of Education

Approved as to form:

By:  _____

Its: Law Director, City of Huron

EXHIBIT A

DESCRIPTION OF THE PROJECT

Permanent Parcel Nos: 39-01076.029, 39-01076.000, 39-01076.004, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, and 39-00864.001.

RESOLUTION NO. 11-2022

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOOL COMPENSATION AGREEMENT BETWEEN THE CITY OF HURON AND EHOVE CAREER CENTER.

WHEREAS, on July 13, 2021, Huron City Council adopted Resolution No. 42-2021 approving an Annexation Agreement with Huron Township relating to the City of Huron's annexation of Erie County, Ohio PPN's 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39.00864.000 and 39-00864.001 (the "Annexed Parcels"); and

WHEREAS, as authorized by Section 5709.41(B) of the Ohio Revised Code, Huron City Council adopted Ordinance No. 2021-30 on August 24, 2021 authorizing the acceptance of a conveyance of the Annexed Parcels; and

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Section 5709.41, authorizes municipalities to declare improvements to real property to be for a public purpose and to grant a real property tax exemption (a "TIF" Exemption) for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to the TIF Exemption to make an annual service payment to the municipality in lieu of taxes (a "Service Payment"), which Service Payments shall be approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemption; and

WHEREAS, the City expects to pass an Ordinance (the "TIF Ordinance") in the near future granting a 100%, 30-year TIF Exemption to the Annexed Parcels located in the City (the "Project") as further described in Exhibit A attached hereto; and

WHEREAS, EHOVE Career Center and the City desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, the City expects that the owners of the Project shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the "Improvements") to the Project consistent with the objectives stated in the TIF Ordinance; and

WHEREAS, the City and EHOVE Career Center will derive substantial and significant benefits from the Improvements; and

WHEREAS, to facilitate the construction of the Improvements and to compensate EHOVE Career Center for a portion of the tax revenue that it would have received had the Project been improved and not been exempted from taxation, the City and EHOVE Career Center have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District.

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

SECTION 1. That the City Manager is authorized and directed to enter into a School Compensation Agreement with EHOVE Career Center, which agreement shall 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. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST: _____
Clerk of Council

Monty Tapp, Mayor

ADOPTED: _____

SCHOOL COMPENSATION AGREEMENT

This School Compensation Agreement (the "Agreement") is made and entered into as of August [___], 2021, by and between the CITY OF HURON, OHIO (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter with its principal offices at 417 Main Street, Huron, Ohio 44839, and the EHOVE JOINT VOCATIONAL SCHOOL DISTRICT (the "JVSD"), a joint vocational school district with its principal offices located at 316 W. Mason Road, Milan, Ohio 44846.

WITNESSETH:

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Section 5709.41, authorizes municipalities to declare improvements to real property to be for a public purpose and to grant a real property tax exemption (a "TIF Exemption") for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to TIF Exemption to make an annual service payment to the municipality in lieu of taxes (a "Service Payment"), which Service Payments shall be approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemption; and

WHEREAS, the City expects to pass an Ordinance (the "TIF Ordinance") on or around August [___], 2021, granting a 100%, 30-year TIF Exemption to certain parcels of real property located in the City (the "Project") as further described in EXHIBIT A attached hereto; and

WHEREAS, the JVSD and the City desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, the City expects that the owners of the Project shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the "Improvements") to the Project consistent with the objectives stated in the TIF Ordinance; and

WHEREAS, the City and the JVSD will derive substantial and significant benefits from the Improvements; and

WHEREAS, on August [___], 2021, and prior to the passage of the TIF Ordinance, the Board of the JVSD adopted a resolution (the "JVSD Resolution") granting its approval of this Agreement and the TIF Exemption as provided in the TIF Ordinance and waived any further requirements of Sections 5709.40, 5709.41, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Improvements and to compensate the JVSD for a portion of the tax revenue that the JVSD would have received had the Project been improved and not been exempted from taxation, the City and the JVSD have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the JVSD and will improve the health, safety and welfare of the citizens of the City and the JVSD.

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

Section 1. City Compensation Payment to JVSD. In consideration of the JVSD's approval of the TIF Exemption and agreement, pursuant to the JVSD Resolution, to waive the application of Section 5709.82 of the Ohio Revised Code, the City hereby agrees to pay to the JVSD the compensation provided for below in this Agreement as set forth below.

The parties agree that, as consideration for the JVSD's agreement to approve the TIF Exemption, the City shall pay to the JVSD, solely out of Service Payments, within 60 days following receipt by the City of each semiannual real property tax settlement, an amount equal to 1.50% of the Service Payments (collectively, the "Compensation Payment").

Section 2. Submission of Detailed Accounting to JVSD; Contest of Compensation Payment. The City shall submit semiannually to the JVSD, with the transmission of the Compensation Payment described in Section 1 above, a detailed accounting of its calculation of the Compensation Payment. In the event the JVSD disputes the amount of the Compensation Payment, as certified by the Finance Director of the City (the "Finance Director"), the JVSD shall certify, within 30 days of receipt of the accounting, the basis for the dispute and the amount that the JVSD claims is the correct amount of Compensation Payment to be paid to the JVSD. Within 10 days thereafter, the Finance Director and the Treasurer of the JVSD (the "Treasurer") shall meet to discuss and resolve the dispute. In the event the Finance Director and the Treasurer are unable to mutually agree on the amount of Compensation Payment, the City shall, within 15 days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this Section shall limit either the JVSD's ability, after payment and receipt of such Compensation Payment amount, to seek recovery of amounts deemed underpaid.

Section 3. Filing of Report with the JVSD. At such time that the City files the status report required under the Ohio Revised Code and pursuant to the provisions of the TIF Ordinance, to be filed with the Ohio Development Services Agency by March 31 of each year, the City shall also deliver a copy of such status report to the JVSD.

Section 4. Application of Ohio Revised Code Section 5709.82. The JVSD acknowledges and agrees that this Agreement provides for the only compensation to be received by the JVSD from the City in connection with real property tax exemptions granted pursuant to the TIF Ordinance, and the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82 of the Ohio Revised Code.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement. The City and the JVSD acknowledge and agree that the terms of this Agreement are contingent upon the annexation of the Project into the City and that, in the event that the annexation is not complete by December 31, 2021, the City and the JVSD shall work cooperatively to terminate this Agreement.

Section 6. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the City to the JVSD pursuant to Section 5709.82, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The JVSD, by adoption of the JVSD Resolution and execution of this Agreement, hereby waives any notice requirements set forth in Sections 5709.40, 5709.41, 5709.83 and 5715.27 of the Ohio Revised Code with respect to the TIF Exemption.

IN WITNESS WHEREOF, the City and the JVSD have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date hereinbefore written.

CITY OF HURON, OHIO

By: _____

Its: City Manager


**EHOVE JOINT VOCATIONAL
SCHOOL DISTRICT**

By:  _____

Its: Superintendent

By:  _____

Its: Treasurer

By:  _____

Its: President, Board of Education

Approved as to form:

By:  _____

Its: Law Director, City of Huron

EXHIBIT A

DESCRIPTION OF THE PROJECT

Permanent Parcel Nos: 39-01076.029, 39-01076.000, 39-01076.004, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, and 39-00864.001.



TO: Mayor Artino and City Council
FROM: Terri Welkener , Clerk of Council
RE: Resolution No. 12-2022
DATE: January 11, 2022

Subject Matter/Background

This summary will relate to both Resolution Nos. 12-2022 and 13-2022.

Financial Review

Resolutions 12-2022 and 13-2022 authorize a compensation agreement with Huron City Schools and EHOVE Schools related to the former Con-Agra property. These agreements, already approved by both school boards, will require the City to pay the schools a total of 26.5% (25% to Huron Schools and 1.5% to EHOVE) from the future development's TIF payments over 30 years. The remaining portion of the TIF payments will be put in a TIF Fund for public improvements on or near the property, which are expected to be used toward utilities and public improvements at the property.

Legal Review

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

Recommendation

If Council is in agreement with the request, a motion adopting Resolution No. 12-2022 is in order.

[Resolution No. 12-2022.doc](#)

[Resolution No. 12-2022 Exhibit A.pdf](#)

RESOLUTION NO. 12-2022

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOOL COMPENSATION AGREEMENT BETWEEN THE CITY OF HURON AND THE HURON CITY SCHOOL DISTRICT.

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Section 5709.40(C), authorizes municipalities to declare improvements to real property to be for a public purpose and to grant a real property tax exemption (a “TIF” Exemption) for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to the TIF Exemption to make an annual service payment to the municipality in lieu of taxes (a “Service Payment”), which Service Payments shall be approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemption; and

WHEREAS, the City expects to pass an Ordinance (the “TIF Ordinance”) in the near future granting a 100%, 30-year TIF Exemption to the Annexed Parcels located in the City (the “Project”) as further described in Exhibit A attached hereto; and

WHEREAS, the School District and the City desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, the City expects that the owners of the Project shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the “Improvements”) to the Project consistent with the objectives stated in the TIF Ordinance; and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, on December 21, 2021, and prior to the passage of the TIF Ordinance, the Board of the School District adopted a resolution granting its approval of this Agreement and the TIF Exemption, as provided in the TIF Ordinance and waived any further requirements of Sections 5709-40, 5709-41, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Improvements and to compensation the School District for a portion of the tax revenue that the School District would have received had the Project been improved and not been exempted from taxation, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District.

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

SECTION 1. That the City Manager is authorized and directed to enter into a School Compensation Agreement with Huron City School, which agreement shall 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. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SCHOOL COMPENSATION AGREEMENT

This School Compensation Agreement (the "Agreement") is made and entered into as of [], 2021, by and between the CITY OF HURON, OHIO (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter with its principal offices at 417 Main Street, Huron, Ohio 44839, and the HURON CITY SCHOOL DISTRICT (the "School District"), a public school district with its principal offices located at 712 Cleveland Road East, Huron, Ohio 44839.

WITNESSETH:

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Section 5709.40(C), authorizes municipalities to declare improvements to real property to be for a public purpose and to grant a real property tax exemption (a "TIF Exemption") for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to TIF Exemption to make an annual service payment to the municipality in lieu of taxes (a "Service Payment"), which Service Payments shall be approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemption; and

WHEREAS, the City expects to pass an Ordinance (the "TIF Ordinance") on or around [], 2021, granting a 100%, 30-year TIF Exemption to certain parcels of real property located in the City (the "Project") as further described in EXHIBIT A attached hereto; and

WHEREAS, the School District and the City desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, the City expects that the owners of the Project shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the "Improvements") to the Project consistent with the objectives stated in the TIF Ordinance; and

WHEREAS, the City and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, on [], 2021, and prior to the passage of the TIF Ordinance, the Board of the School District adopted a resolution (the "School District Resolution") granting its approval of this Agreement and the TIF Exemption as provided in the TIF Ordinance and waived any further requirements of Sections 5709.40, 5709.41, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Improvements and to compensate the School District for a portion of the tax revenue that the School District would have received had the Project been improved and not been exempted from taxation, the City and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District.

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

Section 1. City Compensation Payment to School District. In consideration of the School District's approval of the TIF Exemption and its agreement, pursuant to the School District Resolution, to waive the application of Section 5709.82 of the Ohio Revised Code, the City hereby agrees to pay to the School District the compensation provided for below in this Agreement as set forth below.

The parties agree that, as consideration for the School District's agreement to approve the TIF Exemption, the City shall pay to the School District, solely out of Service Payments, within 60 days following receipt by the City of each semiannual real property tax settlement, an amount equal to 25% of the Service Payments (collectively, the "Compensation Payment").

Section 2. Submission of Detailed Accounting to School District; Contest of Compensation Payment. The City shall submit semiannually to the School District, with the transmission of the Compensation Payment described in Section 1 above, a detailed accounting of its calculation of the Compensation Payment. In the event the School District disputes the amount of the Compensation Payment, as certified by the Finance Director of the City (the "Finance Director"), the School District shall certify, within 30 days of receipt of the accounting, the basis for the dispute and the amount that the School District claims is the correct amount of Compensation Payment to be paid to the School District. Within 10 days thereafter, the Finance Director and the Treasurer of the School District (the "Treasurer") shall meet to discuss and resolve the dispute. In the event the Finance Director and the Treasurer are unable to mutually agree on the amount of Compensation Payment, the City shall, within 15 days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this Section shall limit either the School District's ability, after payment and receipt of such Compensation Payment amount, to seek recovery of amounts deemed underpaid.

Section 3. Filing of Report with the School District. At such time that the City files the status report required under the Ohio Revised Code and pursuant to the provisions of the TIF Ordinance, to be filed with the Ohio Development Services Agency by March 31 of each year, the City shall also deliver a copy of such status report to the School District.

Section 4. Application of Ohio Revised Code Section 5709.82. The School District acknowledges and agrees that this Agreement provides for the only compensation to be received by the School District from the City in connection with real property tax exemptions granted pursuant to the TIF Ordinance, and the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82 of the Ohio Revised Code.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 6. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the City to the School District pursuant to Section 5709.82, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District, by adoption of the School District Resolution and execution of this Agreement, hereby waives any notice requirements set forth in Sections 5709.40, 5709.41, 5709.83 and 5715.27 of the Ohio Revised Code with respect to the TIF Exemption.

Section 7. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City: City of Huron
417 Main St
Huron, OH 44839
Attn: City Manager

With a copy to: City of Huron
417 Main St
Huron, OH 44839
Attn: Law Director

If to the School Board: Huron City School District
712 Cleveland Road East
Huron, OH 44839
Attn: Treasurer

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 8. Severability of Provisions. This invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date hereinbefore written.

CITY OF HURON, OHIO

HURON CITY SCHOOL DISTRICT

By: _____

Its: City Manager

By:  _____

Its: Superintendent

By:  _____

Its: Treasurer

By:  _____

Its: President, Board of Education

Approved as to form:

By: _____

Its: Law Director, City of Huron

EXHIBIT A

DESCRIPTION OF THE PROJECT

Permanent Parcel No. Permanent Parcel No: 42-61270.001 (as the same may be subdivided, assigned new parcel numbers, or otherwise identified in the records of the Erie County Recorder from time to time)

RESOLUTION NO. 13-2022

Introduced by Sam Artino

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SCHOOL COMPENSATION AGREEMENT BETWEEN THE CITY OF HURON AND EHOVE CAREER CENTER.

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Section 5709.40(C), authorizes municipalities to declare improvements to real property to be for a public purpose and to grant a real property tax exemption (a “TIF” Exemption) for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to the TIF Exemption to make an annual service payment to the municipality in lieu of taxes (a “Service Payment”), which Service Payments shall be approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemption; and

WHEREAS, the City expects to pass an Ordinance (the “TIF Ordinance”) in the near future granting a 100%, 30-year TIF Exemption to the Annexed Parcels located in the City (the “Project”) as further described in Exhibit A attached hereto; and

WHEREAS, EHOVE Career Center and the City desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, the City expects that the owners of the Project shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the “Improvements”) to the Project consistent with the objectives stated in the TIF Ordinance; and

WHEREAS, the City and EHOVE Career Center will derive substantial and significant benefits from the Improvements; and

WHEREAS, to facilitate the construction of the Improvements and to compensate EHOVE Career Center for a portion of the tax revenue that it would have received had the Project been improved and not been exempted from taxation, the City and EHOVE Career Center have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District.

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

SECTION 1. That the City Manager is authorized and directed to enter into a School Compensation Agreement with EHOVE Career Center, which agreement shall 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. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

SCHOOL COMPENSATION AGREEMENT

This School Compensation Agreement (the “Agreement”) is made and entered into as of [____], 2021, by and between the CITY OF HURON, OHIO (the “City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter with its principal offices at 417 Main Street, Huron, Ohio 44839, and the EHOVE JOINT VOCATIONAL SCHOOL DISTRICT (the “JVSD”), a joint vocational school district with its principal offices located at 316 W. Mason Road, Milan, Ohio 44846.

WITNESSETH:

WHEREAS, Sections 5709.40 et seq. of the Ohio Revised Code, including Section 5709.40(C), authorizes municipalities to declare improvements to real property to be for a public purpose and to grant a real property tax exemption (a “TIF Exemption”) for such improvements, and

WHEREAS, Section 5709.42 of the Ohio Revised Code further authorizes a municipality to require owners of improvements subject to TIF Exemption to make an annual service payment to the municipality in lieu of taxes (a “Service Payment”), which Service Payments shall be approximately equivalent to the amount of real property tax that would be payable on the increase in the true value of the parcel of property but for the TIF Exemption; and

WHEREAS, the City expects to pass an Ordinance (the “TIF Ordinance”) on or around [____], 2021, granting a 100%, 30-year TIF Exemption to certain parcels of real property located in the City (the “Project”) as further described in EXHIBIT A attached hereto; and

WHEREAS, the JVSD and the City desire to cooperate to foster economic development of and investment in the City; and

WHEREAS, the City expects that the owners of the Project shall make, or cause to be made, improvements (each improvement having the meaning as set forth in Section 5709.40 or 5709.41 and collectively, referred to herein as the “Improvements”) to the Project consistent with the objectives stated in the TIF Ordinance; and

WHEREAS, the City and the JVSD will derive substantial and significant benefits from the Improvements; and

WHEREAS, on [____], 2021, and prior to the passage of the TIF Ordinance, the Board of the JVSD adopted a resolution (the “JVSD Resolution”) granting its approval of this Agreement and the TIF Exemption as provided in the TIF Ordinance and waived any further requirements of Sections 5709.40, 5709.41, 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Improvements and to compensate the JVSD for a portion of the tax revenue that the JVSD would have received had the Project been improved and not been exempted from taxation, the City and the JVSD have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the JVSD and will improve the health, safety and welfare of the citizens of the City and the JVSD.

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

Section 1. City Compensation Payment to JVSD. In consideration of the JVSD's approval of the TIF Exemption and agreement, pursuant to the JVSD Resolution, to waive the application of Section 5709.82 of the Ohio Revised Code, the City hereby agrees to pay to the JVSD the compensation provided for below in this Agreement as set forth below.

The parties agree that, as consideration for the JVSD's agreement to approve the TIF Exemption, the City shall pay to the JVSD, solely out of Service Payments, within 60 days following receipt by the City of each semiannual real property tax settlement, an amount equal to 1.50% of the Service Payments (collectively, the "Compensation Payment").

Section 2. Submission of Detailed Accounting to JVSD; Contest of Compensation Payment. The City shall submit semiannually to the JVSD, with the transmission of the Compensation Payment described in Section 1 above, a detailed accounting of its calculation of the Compensation Payment. In the event the JVSD disputes the amount of the Compensation Payment, as certified by the Finance Director of the City (the "Finance Director"), the JVSD shall certify, within 30 days of receipt of the accounting, the basis for the dispute and the amount that the JVSD claims is the correct amount of Compensation Payment to be paid to the JVSD. Within 10 days thereafter, the Finance Director and the Treasurer of the JVSD (the "Treasurer") shall meet to discuss and resolve the dispute. In the event the Finance Director and the Treasurer are unable to mutually agree on the amount of Compensation Payment, the City shall, within 15 days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this Section shall limit either the JVSD's ability, after payment and receipt of such Compensation Payment amount, to seek recovery of amounts deemed underpaid.

Section 3. Filing of Report with the JVSD. At such time that the City files the status report required under the Ohio Revised Code and pursuant to the provisions of the TIF Ordinance, to be filed with the Ohio Development Services Agency by March 31 of each year, the City shall also deliver a copy of such status report to the JVSD.

Section 4. Application of Ohio Revised Code Section 5709.82. The JVSD acknowledges and agrees that this Agreement provides for the only compensation to be received by the JVSD from the City in connection with real property tax exemptions granted pursuant to the TIF Ordinance, and the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82 of the Ohio Revised Code.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 6. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the City to the JVSD pursuant to Section 5709.82, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The JVSD, by adoption of the JVSD Resolution and execution of this Agreement, hereby waives any notice requirements set forth in Sections 5709.40, 5709.41, 5709.83 and 5715.27 of the Ohio Revised Code with respect to the TIF Exemption.

Section 7. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the City: City of Huron
417 Main St
Huron, OH 44839
Attn: City Manager

With a copy to: City of Huron
417 Main St
Huron, OH 44839
Attn: Law Director

If to the School Board: EHOVE Career Center
316 W. Mason Road
Milan, OH 44864
Attn: Treasurer

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 8. Severability of Provisions. This invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the JVSD have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date hereinbefore written.

CITY OF HURON, OHIO

**EHOVE JOINT VOCATIONAL
SCHOOL DISTRICT**

By: _____

Its: City Manager

By: _____

Its: Superintendent

By: _____

Its: Treasurer

By: _____

Its: President, Board of Education

Approved as to form:

By: _____

Its: Law Director, City of Huron

EXHIBIT A

DESCRIPTION OF THE PROJECT

Permanent Parcel No: 42-61270.001 (as the same may be subdivided, assigned new parcel numbers, or otherwise identified in the records of the Erie County Recorder from time to time)



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 14-2022
DATE: January 11, 2022

Subject Matter/Background

Resolution No. 14-2022 will amend the original 25-Year Lease Agreement with the Army Corps of Engineers for public use of the U.S. West Pier, which Lease was authorized by Resolution No. 2010-46, as adopted on June 22, 2010. The original Lease was amended once previously, as authorized by Resolution No. 2012-51, to authorize construction of concrete pedestrian ramps, a concrete cap, installation of railings, placing electrical conduit and removing vegetation.

The amendment proposed by Resolution No. 14-2022 authorizes the installation, operation and maintenance of railings, safety ladders and pier safety devices along the U.S. West Pier; changes all references to the "Real Estate Division" to "Real Estate Office"; and authorized use of the pier for recreational activities, such as the Lake Erie Boat Week race events. Dates for any events and subsequent details involving the use of the pier, including any construction, must be coordinated with the current Chief of Operations and Technical Support Section.

Financial Review

There is no financial impact to the City for the proposed amendment

Legal Review

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

Recommendation

If Council is in support of the request, a motion adopting Resolution No. 14-2022 is in order.

[Resolution No. 14-2022.doc](#)

[Resolution No. 14-2022 Exhibit A.pdf](#)

RESOLUTION NO. 14-2022

Introduced by Matt Grieves

A RESOLUTION AMENDING RESOLUTION 2010-46, ADOPTED JUNE 22, 2010, AUTHORIZING AN AGREEMENT WITH THE ARMY CORPS OF ENGINEERS PERTAINING TO A TWENTY-FIVE YEAR PARKS AND RECREATION LEASE FOR PUBLIC USE OF THE U.S. WEST PIER IN THE CITY OF HURON

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

SECTION 1. That the City Manager is authorized and directed to enter into an amendment to the agreement with the Corps of Engineers relating to a Twenty-Five Year Lease Agreement of the U.S. Pier area, which agreement shall 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. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

**DEPARTMENT OF THE ARMY
BUFFALO DISTRICT, CORPS OF ENGINEERS
SUPPLEMENTAL AGREEMENT NO. 3
TO DEPARTMENT OF THE ARMY
LEASE NO. W911XK-1-10-1003**

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of _____, _____ by and between **THE CITY OF HURON, OHIO**, hereinafter called the **Lessee**, and the **SECRETARY OF THE ARMY**, hereinafter called the **Government**.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army Lease No. W911XK-1-10-1003, executed on 3 August 2010, which authorized park and recreational use of the U.S. West Pier at Huron Harbor Federal Navigation Project, Ohio, as more accurately described in the original lease; and,

WHEREAS, Supplemental Agreements No. 1-2, executed on 13 June 2012 and 17 March 2015, respectively, modified certain terms and conditions of the lease; and,

WHEREAS, the Lessee has requested that the leased premises be expanded to include the installation, operation, and maintenance of railings, safety ladders, and pier safety devices along on the U.S. West Pier; and,

WHEREAS, the Government has no objection to amending the lease.

NOW, THEREFORE, effective immediately, the license is modified in the following particulars, but in no others:

All references to the "Real Estate Division" are **REPLACED** with "Real Estate Office."

Exhibit "E" is **ADDED** hereto and made part of the lease.

Conditions No. 36b and 36c. ("Special Provisions") will be **REPLACED** in their entirety, hereto and made part of the lease.

"36b. This lease will also include use of the pier for active recreational activities, such as the Lake Erie Boat Week race events. Dates for any events and subsequent details involving the use of the pier, including any construction, must be coordinated with the by the current Chief of the Operations and Technical Support Section of the Buffalo District. The current Chief of the Operations and Technical Support Section is Mr. Robert Remmers who can be contacted by email at Robert.W.Remmers@usace.army.mil or by phone at (716) 879-4277.

36c. All construction and activities on the premises related to the aforementioned authorized uses and improvements specified in this real estate outgrant agreement, including any detailed construction plans and specifications, must be coordinated with and approved by the current Chief of the Operations and Technical Support Section of the Buffalo District. The current Chief of the Operations and Technical Support Section is Mr. Robert Remmers who can be contacted by email at Robert.W.Remmers@usace.army.mil or by phone at (716) 879-4277. This review is required to ensure that the Lessee's activities and use of the site is consistent with the purpose and integrity of the Huron Harbor Federal Navigation Project and is not intended as a detailed engineering review. The Federal Government assumes no responsibility or liability for the technical sufficiency of the Lessee's plans or construction."

The following special conditions is **ADDED** hereto and made part of the lease:

"36h. The Lessee is authorized to include the installation, operation, and maintenance of railings, emergency ladders, and pier safety devices on the U.S. West Pier. The pier safety devices may include any combination of items, including safety ladders, lifesaving rings, throw bags (rescue bags), emergency call boxes, safety signs, and/or other related devices with appurtenances.

36i. The Lessee is responsible for inspection and maintenance, at intervals determined in its discretion, to determine that the pier safety devices are present and in good operable condition. The Lessee shall also be responsible for installing replacements as necessary, in its discretion, so that the pier safety devices are available when it deems seasonally appropriate.

36j. If the District Engineer determines that any pier safety device(s) interfere with the operations and/or maintenance of the Federal navigation project, the Lessee shall alter, modify, or remove the device(s), as necessary.

36k. Any pier safety devices that include the display of lights or signals shall comply with applicable requirements as prescribed by the United States Coast Guard or the District Engineer."

36l. All references to the former Lease No. W911XK-1-10-1003 will be changed to the current Lease No. DACW35-1-10-1003.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the lease remain in full force and effect.

Supplemental Agreement No. 3
Former Lease No. W911XK-1-10-1003
Current Lease No. DACW35-1-10-1003
U.S. West Pier, Huron Harbor, OH
City of Huron, park and recreational lease improvements

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3 on the date first above written.

THE CITY OF HURON, OHIO

(signature)

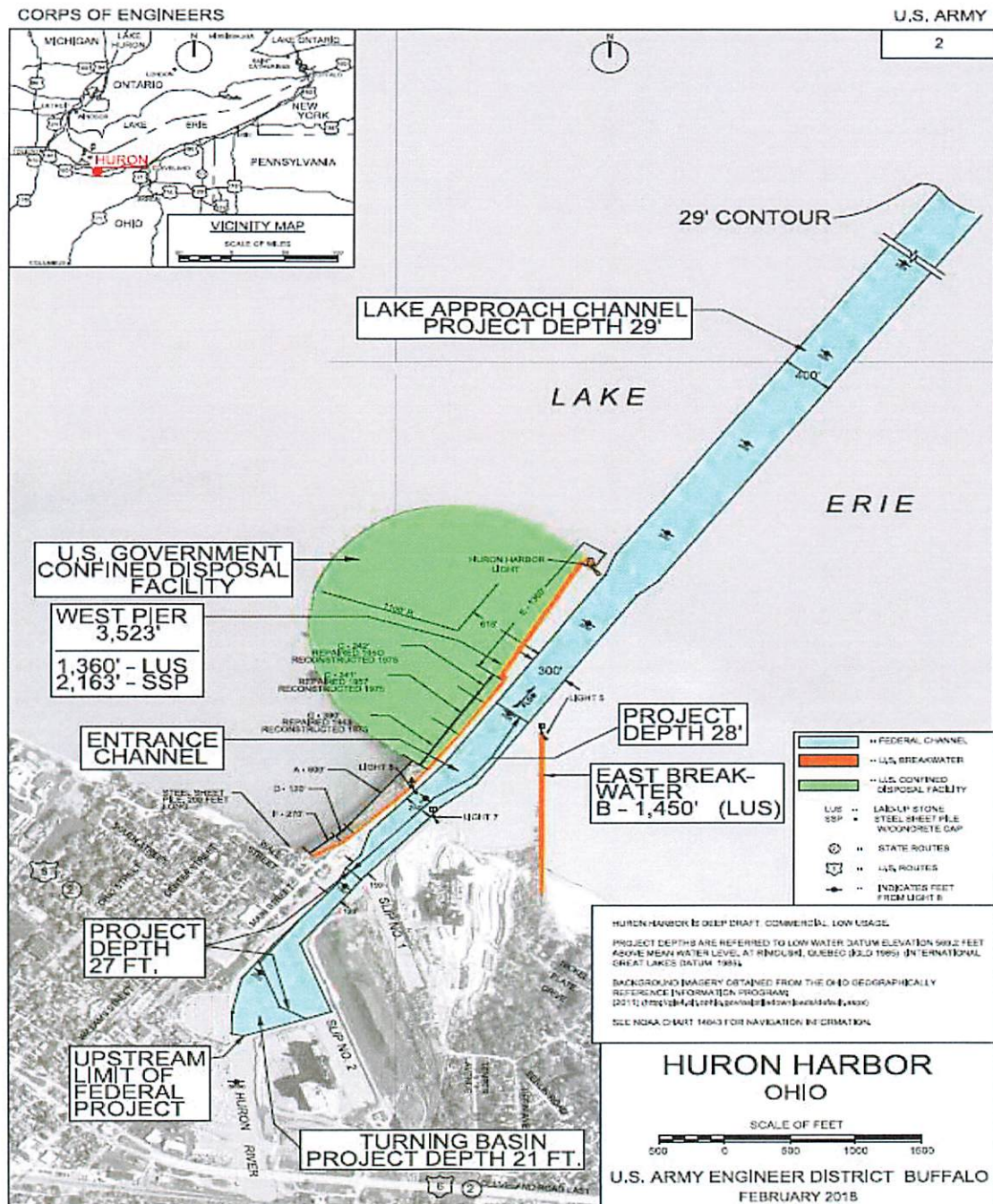
(printed name)

(title)

(date)

**BY AUTHORITY OF THE
SECRETARY OF THE ARMY**

Michael B. Rohde
Chief, Real Estate Office
Real Estate Contracting Officer



USACE Project Map

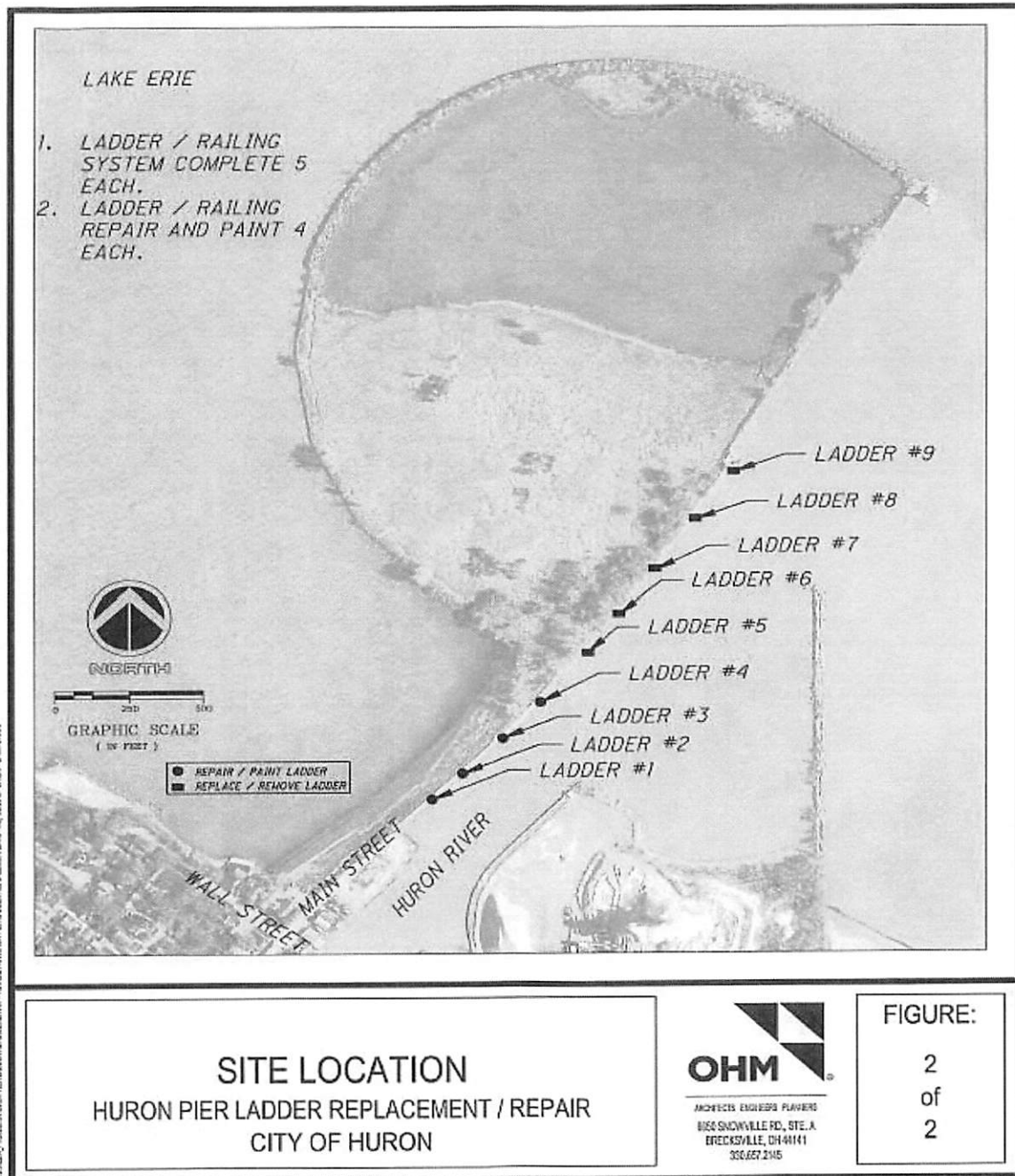
Exhibit "E"

(Sheet 1 of 7)



Aerial View

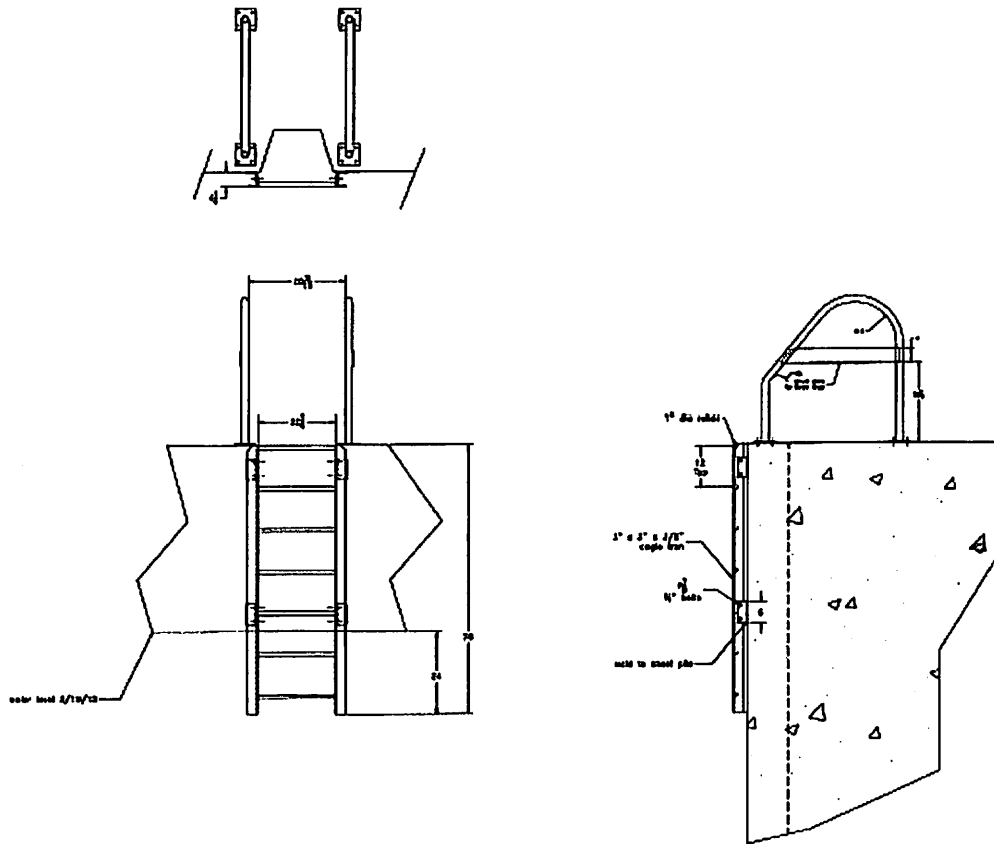
Exhibit "E"
(Sheet 2 of 7)



Aerial view of the safety ladder replacement locations.

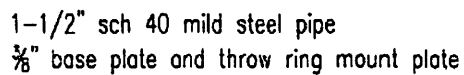
Exhibit "E"
(Sheet 3 of 7)

04/24/14 10:00 AM (10/24/14) The City of Huron, OH



Proposed safety ladder drawing

Exhibit "E"
(Sheet 4 of 7)


[illegible]

TOLERANCES UNLESS OTHERWISE SPECIFIED		XX ±.010"		SUB. ASSM.		Safety rolls for pier	
FRACTIONS ±1/32"		XXX ±.005"		PART		X	
ANGLES ±1°		ANGLES ±1/2°		SCALE		X	DISK DWG.
REV.	DESCRIPTION			DATE	OWN. BY	RDP	D-2531

Exhibit “E”
(Sheet 5 of 7)

Jim Buoy

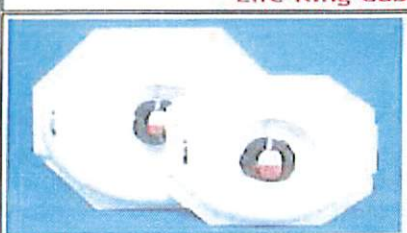
Page 1 of 2



JIM-BUOY

[Home](#)
[Marine Products](#)
[Pool Products](#)
[Contact](#)
[E-mail](#)

Life Ring Cabinets

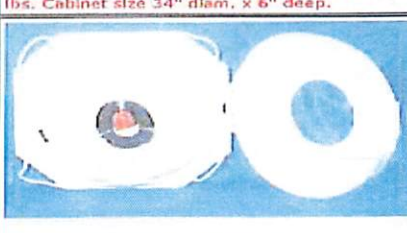


Available for: 24" and now 30" diameters.

Totally encloses a 24" or 30" life ring including a 60 ft. life line and lemon foot anchor. Unbreakable polycarbonate window with stainless steel hinge and fittings.

Model #5050 (above) - Cabinet only, fits 24" buoy, 1 per pack, ship. wt. 8 lbs. Cabinet size 27" diam. x 5" deep.

Model #5070 (above) - Cabinet only fits 30" buoy, 1 per pack, ship. Wt. 14 lbs. Cabinet size 34" diam. x 6" deep.



Safety Station - Life Ring Cabinet and Ring Buoy Combination for 24" and 30" Buoys.

Includes cabinet above with Jim Buoy GW-24" or GW-30" life ring, 60 ft. heavy line and lemon foot anchor, all mounted inside cabinet and shipped as a single unit.

Model #5050A (right) - 1 set per pack, 24" size, ship wt. 15 lbs.

Model #5070A (right) - 1 set per pack, 30" size, ship wt. 25 lbs.

Provides years of retained-new condition in a beautiful white, plastic cabinet!

[Boom Buoys](#)
[Bos'n Chairs](#)
[Buoyant Boat Cushions](#)
[Coasters and Key Chain](#)
[Day Mark Signals](#)
[Dock Bumpers and Corner Wheels](#)
[Fender Baskets](#)
[Giant Marine Fenders](#)
[Hard Shell Ring Buoys](#)
[Hose and Rope Floats](#)
[Horseshoe Buoys](#)
[Industrial Floats and Buoys](#)
[Life Floats](#)
[Life Preservers](#)
[Life Rings](#)
[Life Ring Racks](#)
[Life Ring Cabinets](#)
[Lights](#)
[Lok-On Rope Floats](#)
[Man Overboard Lights](#)

<http://www.jimbuoy.com/pages/marine/cabinets.htm>

3/20/2018

Photo of life ring & cabinet catalog sheet

Exhibit "E"
(Sheet 6 of 7)

Supplemental Agreement No. 3
Former Lease No. W911XK-1-10-1003
Current Lease No. DACW35-1-10-1003
U.S. West Pier, Huron Harbor, OH
City of Huron, park and recreational lease improvements



REPLY TO
ATTENTION OF

Technical Services Division

DEPARTMENT OF THE ARMY
BUFFALO DISTRICT, CORPS OF ENGINEERS
1776 NIAGARA STREET
BUFFALO, NEW YORK 14207-3199

October 1, 2018

SUBJECT: Request by the City of Huron to Alter the Huron Harbor, Huron, Ohio Navigation Project – Ladder Installation on West Pier

Mr. Doug Green
City Engineer
City of Huron
417 Main St.
Huron, OH 44839

Dear Mr. Green:

The U.S. Army Corps of Engineers (USACE) – Buffalo District has performed an evaluation of the City of Huron's request to alter the Huron Harbor navigation project. This evaluation was done pursuant to Section 14 of the Rivers and Harbors Act of 1899, 33 USC 408 (Section 408), and was performed in accordance with Engineer Circular (EC) 1165-2-216. Buffalo District's focus of this evaluation was to ensure that features and functionality of the navigation project are not adversely impacted by the proposed alteration.

As described in the City of Huron's request, the alteration consists of the installation of safety ladders, railings, and emergency life rings. Five new safety ladders and railings will be installed (#5-9, where existing ladders are non-existent) on the east side of the west pier. The purpose of the alteration is to improve pedestrian safety for recreational users of the Huron west pier.

Based on this evaluation, the USACE - Buffalo District grants the City of Huron permission to alter the Huron Harbor navigation project, as described herein, contingent upon the city of Huron (Requestor) signing and returning the two (2) enclosed copies of the Alteration Conditions Form. Upon receipt, the Buffalo District will also sign both Alteration Conditions Forms and return one copy to the City of Huron.

For any questions regarding this evaluation, please contact Mr. Robert Remmers, P.E., Chief of Operations and Technical Support Section, in writing at the above address, by telephone at 716-879-4277, or by e-mail at robert.w.remmers@usace.army.mil.

Sincerely,

CONBOY.DAVID.JO
SEPH.1014868786
David J. Conboy, P.E.
Chief, Technical Services Division
USACE – Buffalo District

Digitally signed by
CONBOY.DAVID.JO SEPH.1014868786
DN: c=US, o=U.S. Government, ou=DoD, ou=FEL
ou=USA, cn=CONBOY.DAVID.JO SEPH.1014868786
Date: 2018.10.01 16:57:23 -0400

Enclosures

Exhibit "E"
(Sheet 7 of 7)



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 15-2022
DATE: January 11, 2022

Subject Matter/Background

Resolution No. 15-2022 would approve a Service Employment Contract between the City of Huron, Ohio and Police Chief Robert J. Lippert through the remainder of 2022, commencing in January 12, 2022 and ending on December 31, 2022. Chief Lippert's prior 3-year contract expires on January 11, 2022.

Financial Review

The salary and benefits for the position of Police Chief is included in the 2022 budget.

Legal Review

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

Recommendation

If Council is in agreement, a motion adopting Resolution No. 15-2021 is in order.

[Resolution No. 15-2022.doc](#)

[Resolution No. 15-2022 Exhibit A.docx](#)

RESOLUTION NO. 15-2022

Introduced by Matt Grieves

A RESOLUTION AUTHORIZING A SERVICE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HURON, OHIO AND POLICE CHIEF ROBERT J. LIPPERT FOR THE PERIOD OF JANUARY 11, 2022 THROUGH DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 20/100 DOLLARS (\$87,755.20).

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

SECTION 1. The Huron City Council has authorized a service employment agreement for and on behalf of the City of Huron, Ohio with Police Chief, Robert J. Lippert for the purpose of establishing the terms and conditions of employment as Chief of Police for the period of January 12, 2022 through December 31, 2022, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

EMPLOYMENT AGREEMENT

This Agreement is entered into between the City Manager of the City of Huron, a chartered municipal corporation [City] and Robert J. Lippert [Chief] to determine the terms and conditions of employment as Police Chief with the City, as follows:

SECTION 1. TERM

This Contract shall be in full force and effect from the date of execution through December 31, 2022 or until termination in accordance with Section 10, whichever is earlier. This Agreement shall be subject to an automatic renewal of the terms and conditions herein for a period of 90 days unless written notice is provided by a party to the Agreement of an intent to terminate the Agreement or renegotiate the Agreement's terms within sixty [60] days prior to the expiration of the original term.

If the Police Chief voluntarily resigns, the Police Chief must give six [6] calendar months notice of his voluntary resignation or suffer the loss of all compensation and benefits, under Section 9, as of the date of his resignation.

SECTION 2. COMPENSATION

- A. The annual salary for this position shall follow Section 161.04.1 of the Administrative Code for the Police Chief and be set at \$87,755.20 beginning January 1, 2022.
- B. The City, at its sole discretion, may provide additional compensation payable in the first, second and third years of this Agreement pursuant to the creation and implementation of a goal-based incentive pay program developed on a Management by Objectives standard. This shall include merit compensation and annual performance pay increases. The Chief shall be subject to an annual performance review for each year of service.
- C. The position of Police Chief is not eligible for overtime or compensatory time compensation.

SECTION 3. POWERS AND DUTIES

The Police Chief shall have all powers and duties as enumerated in Huron Codified Ordinance Chapter 145 et seq. as in effect October 13, 2009.

SECTION 4. HOURS OF WORK

- A. Hours of Work. The normal scheduled hours of the Police Chief will be 8:00 a.m. to 4:00 p.m. Monday through Friday. The Parties understand and agree that this position is a twenty-four hour/seven day position, and that the Police Chief will be required to devote a great deal of time outside the normal office hours to the business of the City. Additionally, the Police Chief is required to attend meetings, including City Council meetings, on a regular basis. To that end, the Police Chief may develop a flexible schedule as he shall deem appropriate in a way that has the least adverse impact on the

operations of the department. The Police Chief shall keep the City Manager informed as to his flexible schedule for communication purposes.

SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

A. Benefits

- a. Health, Hospitalization, Vision, Dental and Comprehensive Medical Insurance. Except as otherwise set forth, Police Chief shall be entitled to receive all Fringe Benefits permitted by Section 163.13 of the Administrative Code of the City of Huron.
- b. Life Insurance. The premium for life insurance, in the amount customarily provided to other full-time City employees, shall be paid by the City. The City shall permit the Police Chief to purchase additional life insurance, if available, at his own expense.
- c. Professional Vehicle Liability Insurance. The City shall provide insurance or otherwise provide competent legal counsel to the Police Chief if named as a defendant in a civil action resulting from the Police Chief's performance of police duties and responsibilities. .

SECTION 6. VACATION, SICK, HOLIDAYS AND PERSONAL LEAVE BENEFITS

- A. The City shall provide vacation, sick and personal leave benefits in accordance with the following schedule:
 - i. 5 weeks of vacation.
 - ii. 3 personal days
 - iii. Sick leave shall be granted in the amount of 4.61 hours/biweekly pay period and upon conclusion of employment with the City shall be paid in accordance with Codified Ordinance 163.02 effective October 28, 2008.
 - iv. Holidays will be granted in accordance with Codified Ordinance 163. The date of a given holiday shall be the actual date of the holiday and not the date the holiday is observed by the City.
 - v. Bereavement Leave will be granted in accordance with Codified Ordinance 163.03 as in effect August 25, 2000.
- B. Vacation, Personal and Bereavement Leave shall be taken only upon prior written notice to and approval by the City Manager.
- C. Job Related Injury Leave. The Police Chief is entitled to the same protection granted the Fraternal Order of Police: Sergeant Unit, under the current collectively bargained agreement. If that article of the agreement is amended, the Parties herein agree that such amendment shall be substituted for purposes of this agreement.

The City has the right to insist on an examination of the Police Chief by a physician of the City's choice, and the City shall have the right to disapprove paid leave and/or require

the Police Chief to return to work at any time from service injury leave status. If the Police Chief's physician disagrees with the City's physician, the Police Chief shall be examined by a third physician selected jointly by the Union and the City, and the opinion of this physician shall be used to determine the Police Chief's eligibility for medical leave under this Section. This examination shall be at the City's expense.

- D. Sick Leave. After three (3) consecutive sick days, the City Manager or his Designee may request written confirmation from a physician of the nature of the Police Chief's illness. After five (5) consecutive days the Police Chief must produce written confirmation from a physician of the nature of his illness.

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

SECTION 7. RETIREMENT UNDER THE OHIO POLICE AND FIREMEN'S PENSION FUND

- A. Notwithstanding Section 2, the parties agree to the following contribution schedule to the Ohio Police and Firemen's Pension Fund:
- a. The City shall reduce the Police Chief's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Police and Firemen's Disability and Pension Fund by ten percent (10%) and shall contribute to the Ohio Police and Firemen's Disability and Pension Fund in addition to the City's required employer contribution, the said ten percent (10%) reduction in lieu of payment by City of such amount to such Police Chief.
 - b. The City shall, in reporting and making remittances to the Ohio Police and Firemen's Disability and Pension Fund, report that the Police Chief's contribution has been made as provided by statute.
 - c. The parties further agree that the Police Chief's contract salary for purposes of (1) determining the contribution base for contributions to the fund, and (2) determining any benefits which are determined by the Police Chief's rate of pay, shall consist of (a) the Police Chief's cash salary as actually payable to the Police Chief in accordance with paragraph A hereunder, plus the amount of contribution to the fund paid by the City in lieu of payment by the Police Chief pursuant to paragraph (a) above.
 - d. The parties further agree that the pick-up described in paragraph (a) hereinabove shall remain in effect only so long as Revenue Ruling No. 81-36 remains substantially unchanged, that such pick-up is intended to be without cost to the City, and that the City has made no representations as to the effects of such pick-up on the Police Chief's benefits or level of taxable income.

SECTION 8. GENERAL BUSINESS EXPENSES

- A. Uniforms. The City shall supply the Police Chief with all necessary uniforms, a bullet restraint vest and all other related equipment in the same manner as provided to all full-time employees of the Huron Police Department.
- B. Surety Bonds. The City shall furnish a corporate surety bond for the Police Chief in accordance with Codified Ordinance 163.01 as in effect on January 1, 1988 if required for the position of Police Chief.

SECTION 9. SEVERANCE

- A. Severance shall be paid by the City to the Police Chief in accordance with this Agreement when employment is terminated.
- B. If the Police Chief is terminated, the City shall provide a minimum severance payment equal to Six (6) Months salary at the then current annual base rate, unless one of the provisions of Section 9.D. apply.
- C. The City shall pay the Police Chief, upon termination, all accrued vacation and/or personal leave for which the Police Chief is eligible under this Agreement.
- D. Termination due to moral turpitude or conviction of a felony shall relieve the City of any duty to provide severance pay or continuation of salary to the Police Chief.

SECTION 10. AT WILL STATUS, PERFORMANCE EVALUATION

- A. The parties agree that the Chief of Police serves at the pleasure of the City Manager and is an at-will employee.
- B. The City recognizes its obligation to provide the Chief with periodic performance evaluations. The City, by and through the City manager, shall evaluate the Police Chief's performance on an annual basis utilizing an evaluation procedure of set goals with measurable objectives in the general style of management by objectives.
- C. Prior to filing any written disciplinary documents in the Police Chief's personnel file, the document shall be submitted to the Police Chief and acknowledged on the document by the Police Chief. In the event the Police Chief refuses to acknowledge receipt of the document, the City shall note the refusal on the document prior to filing.

SECTION 11. OTHER TERMS AND CONDITIONS

- A. The City, only upon agreement with the Chief of Police, may fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Chief of police, that are not inconsistent with or in conflict with the

provisions of this Agreement, the City Charter, Codified ordinances or other applicable law.

- B. Notices. All notices pursuant to this Agreement, shall be sent by simultaneous U.S. Certified mail, return receipt required and U.S. Regular Mail to the following:

City of Huron
Attn: City Manager
417 Main St.
Huron OH 44839

Police Chief Robert J. Lippert

- C. This Contract sets forth the entire agreement between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.
- D. The Parties, by mutual written agreement, may amend this Agreement during its life. Such amendments shall be incorporated as an exhibit and approved by the City and the Chief of Police.
- E. This Contract shall be binding on the Chief of Police, his heirs, executors, personal representatives and agents, and on the city and the successors to the Council members.
- F. The invalidity or partial invalidity of any portion of the Agreement shall not affect any other provision. In the event that any provision or partial provision is held to be invalid by a court of competent jurisdiction, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modifications of the invalid provision or partial provision.

For the City

For the Chief of Police

Matthew Lasko, City Manager

Robert J. Lippert

Date

Date

Approved as to Form:

Todd A. Schrader
Law Director



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Resolution No. 16-2022
DATE: January 11, 2022

Subject Matter/Background

Resolution 16-2022 includes three proposals for engineering services that are inextricably linked, specifically related to the expansion of Huron Public Power from the City's electrical engineering consultant, Engineered Process Systems, Ltd. (EPS). If approved, EPS will provide the following engineering services:

- Electrical engineering and project management services to develop added power capacity and redundancy for HPP at the substation, including a 3rd transformer.
- Engineering and project management services related to an underground conduit system from Rye Beach Road to the east end of Sawmill Parkway for future HPP cables, future City-owned lights, and future City-owned broadband cables.
- Engineering services to design the infrastructure and equipment needed within and outside the substation to expand HPP's distribution system for the City to provide power to parcels beyond the railroad tracks on Rye Beach Road, including Sawmill Parkway and Sawmill Creek Resort.

The total amount of all three proposals is approximately \$121,000. and is expected to take place from date of Council approval through construction. Staff presented these proposals to the Utilities Committee at the December meeting.

Financial Review

The design and engineering costs will be paid out of the Community Infrastructure Fee Fund (Fund 655) and is included in the 2022 budget. This fund was created in 2019 to separately track a portion of the electric fee that can be used for costs related to attracting new Huron Public Power customers. The work performed by EPS will specifically be related to Huron Public Power expansion.

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. 16-2022 is in order.

[Resolution No. 16-2022 Exhibit A.pdf](#)
[Resolution No. 16-2022 Exhibit B.pdf](#)
[Resolution No. 16-2022 Exhibit C.pdf](#)
[Resolution No. 16-2022.doc](#)



PROPOSAL

Submitted To:

City of Huron
417 N Main Street
Huron, OH 44839

Attn: Mr. Cory Swaisgood

For:

HPP Capacity and Redundancy
Upgrade Engineering
& Project Management
Page 1 of 3
December 8, 2021

Scope of Services - Revised 1/3/2022 to reflect bundling of the HPP 15-kV Expansion and Sawmill Parkway Conduit Designs

The City of Huron desires to obtain electrical engineering and project management services to develop added power capacity and redundancy for HPP at the Rye Beach Road substation in Huron, Ohio. EPS, Ltd. proposes to perform engineering and project coordination to accomplish this objective.

More specifically, we propose the following:

Engineering and Project Management

- ◆ Design to include the following for a bid package:
 - Specifications for public bid for a new 69-kV to 12.470/7200-volt substation transformer
 - Specify new 15-kV switchgear interface to existing 15-kV switchgear
 - Upgrade existing controls to complete interface and provide remote monitoring
 - Prepare settings for 15-kV breakers and voltage regulation
 - Review animal intrusion protection
 - Prepare EPA Spill Prevention Control and Countermeasures Plan for oil storage greater than 10,000-gallons
 - Determine location of equipment
 - Issue design documents for bid
 - AMPT interface to ascertain tap-in requirements and protection coordination
 - Conduct pre-bid meeting
 - Respond to bidder inquiries
 - Provide evaluation and recommendation on bidders
 - Review submittals

Construction Management Assistance

- ◆ Construction management including the following:
 - Manage equipment suppliers and contractors
 - Schedule equipment deliveries
 - Observe and verify installation meets HPP requirements
 - Assist in the approval of contractor progress payment applications
 - Coordinate with AMPT and Huron Public Power
 - Provide record drawings

Time Schedule, Fee and Billing Schedule

Following is a preliminary work schedule:

- | | |
|--|----------|
| ◆ Authorization to commence engineering | 12/28/21 |
| ◆ Establish and approve scope | 01/28/22 |
| ◆ Determine AMPT requirements | 01/21/22 |
| ◆ Complete equipment specification engineering | 02/28/22 |
| ◆ Select equipment to be ordered | 03/11/22 |
| ◆ Complete engineering for advertising | 03/31/22 |
| ◆ Select installation contractor | 04/29/22 |
| ◆ Begin installation | 06/01/22 |
| ◆ Complete substation installation | 03/31/23 |

We shall perform the engineering scope of work as outlined above for ~~\$64,800 (sixty-four thousand and eight hundred dollars)~~ \$58,360 (fifty-eight thousand three hundred and sixty dollars) Additional work, if required and approved, based on the following hourly rates:

Principle	\$155
Project engineer/manager	\$130
Engineer	\$115
Designer	\$ 90
Draftsperson	\$ 80
Administration	\$ 70

Payment Schedule is as follows:

- ◆ Initial payment \$25,000
- ◆ Monthly progress payments

Items not included

- ◆ Payment or contracting with suppliers, civil and structural engineers, surveyors or any other parties required to complete the design, construction, operation and maintenance of the substation
- ◆ Substation items required for or by AMPT such as grading, drainage, fencing, ground grid, access drive modification, and equipment

Acceptance

To serve as our agreement, you may sign and return a copy of this proposal or provide your purchase order that includes the herein described information. This document shall represent our total agreement and it supersedes any prior representations. Our understanding shall be construed under the laws of the State of Ohio.

Thank you for the opportunity to quote this work. Should you have any questions, please contact me.

Terms: Net 30, initial payment due upon receipt

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Co. _____

Signature _____

Note: This proposal may be withdrawn by us if not accepted within thirty days of the above date.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the Specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon Strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Respectfully submitted,
Engineered Process Systems, LTD

Authorized

Signature Michael D. Spacek

Michael D. Spacek, PE
Director of Energy Services



PROPOSAL

Submitted To:

City of Huron

417 N Main Street

Huron, OH 44839

Attn: Mr. Cory Swaisgood

For:

HPP Sawmill Parkway Conduit
Infrastructure Design

Page 1 of 3

December 8, 2021

Scope of Services - Revised 1/3/2022 to reflect bundling of the HPP 15-kV Expansion and HPP Capacity and Redundancy Designs

The project consists of providing an underground conduit system from Rye Beach Road to east end of Sawmill Parkway for future HPP primary cables, future City owned streetlights, and future City owned broadband services. EPS, Ltd. proposes to perform engineering and project coordination to accomplish this objective.

More specifically, we propose the following:

Engineering and Project Management

- ◆ Site visit to observe existing conditions
- ◆ PE stamped electrical drawings and specifications for public bidding and construction
- ◆ Coordination of conduit design with broadband service provider
- ◆ Electrical Cost Estimate
- ◆ Response to bidder questions
- ◆ Bid review and recommendations

Related Services Provided By OHM Advisors

- ◆ Bid book front-end.
- ◆ Bid document printing and issuing
- ◆ Bid advertising, opening and contract administration services.
- ◆ AutoCAD files of road improvement project for use as background for electrical drawings.

Construction Management Assistance

- ◆ Construction management including the following:
 - Manage equipment suppliers and contractors
 - Assist in scheduling equipment deliveries
 - Observe and verify installation meets HPP requirements
 - Assist in the approval of contractor progress payment applications
 - Coordinate interface with contractors, other engineers and surveyors, suppliers and the City
 - Provide record drawings

Time Schedule, Fee and Billing Schedule

Following is a preliminary work schedule:

- | | |
|---|----------|
| ◆ Authorization to commence engineering | 01/25/22 |
| ◆ Establish and approve scope | 02/25/21 |
| ◆ Complete engineering | 03/31/22 |
| ◆ Begin bid process | 04/07/22 |
| ◆ Select installation contractor | 05/06/22 |
| ◆ Begin installation | 06/10/22 |
| ◆ Complete installation | 10/28/22 |

We shall perform the engineering scope of work as outlined above for ~~\$19,900 (nineteen thousand and nine hundred dollars)~~ \$17,910 (seventeen-thousand nine hundred and ten dollars). Additional work, if required and approved, based on the following hourly rates:

Principle	\$155
Project engineer/manager	\$130
Engineer	\$115
Designer	\$ 90
Draftsperson	\$ 80
Administration	\$ 70

Payment Schedule is as follows:

- ◆ Initial payment \$4,000
- ◆ Balance upon selection of contractor

Acceptance

To serve as our agreement, you may sign and return a copy of this proposal or provide your purchase order that includes the herein described information. This document shall represent our total agreement and it supersedes any prior representations. Our understanding shall be construed under the laws of the State of Ohio.

Thank you for the opportunity to quote this work. Should you have any questions, please contact me.

Terms: Net 30, initial payment due upon receipt

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Co. _____

Signature _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the Specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon Strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Respectfully submitted,
Engineered Process Systems, LTD

Authorized

Signature Michael D. Spacek
Michael D. Spacek, PE
Director of Energy Services

Note: This proposal may be withdrawn by us if not accepted within thirty days of the above date.



PROPOSAL

Submitted To:

City of Huron
417 N Main Street
Huron, OH 44839
Attn: Mr. Cory Swaisgood

For:

HPP 15-kV Expansion Design

Page 1 of 3

December 8, 2021

Scope of Services – Revised 1/3/2022 to reflect bundling of the Sawmill Parkway and HPP Capacity and Redundancy Designs

The project consists of expanding the Huron Public Power 12.47 kV Distribution System to put in place the necessary underground conduit and cabling to provide a main city feeder system. EPS, Ltd. proposes to perform engineering and project coordination to accomplish this objective.

More specifically, we propose the following:

Engineering and Project Management

Concept Plan

- ◆ Estimate loads, calculate capacities, develop protection and sectionalizing plans.
- ◆ Size cables, conduit and equipment.
- ◆ Prepare concept plan for distribution feeder.
- ◆ Review concept plan in field and adjust accordingly.
- ◆ Prepare budget cost estimate.

Construction Documents

- ◆ Prepare details construction drawings.
- ◆ Prepare technical specifications.
- ◆ Prepare bidding frontend documents.
- ◆ Prepare estimate of probable cost.
- ◆ Respond to bidder's request for information.
- ◆ Evaluate bids and provide recommendation for award.

Construction Phase

- ◆ Review contractor submittals.
- ◆ Respond to contractor request for information.
- ◆ Site visits to review installation.

The proposed project provides the main city feeder system. Transformers and branch feeders to connect customers to the main feeder will be evaluated and provided as separate projects.

The system design shall include provisions and capacity to allow future expansion to provide the ability to serve the following additional potential customers:

- ◆ Cedar Point Sawmill Resort.
- ◆ Parcels on Rye Beach Road from HPP Substation to Cleveland Road.
- ◆ All parcels on Sawmill Creek Parkway.
- ◆ Woodlands Elementary School.
- ◆ Huron High School.
- ◆ McCormick junior High School.
- ◆ City Water Plant.
- ◆ City Hall and Fire Station.
- ◆ ConAgra Site Development.
- ◆ Other parcels adjacent cable route.

Time Schedule, Fee and Billing Schedule

Following is a preliminary work schedule:

◆ Authorization to commence engineering	12/14/21
◆ Establish and approve scope	01/04/22
◆ Complete engineering	02/11/22
◆ Begin bid process	02/18/22
◆ Select installation contractor	03/11/22
◆ Begin installation	04/04/22
◆ Complete installation (to Cedar Point)	06/30/22

We shall perform the engineering scope of work as outlined above for ~~\$50,700 (fifty thousand and seven hundred dollars)~~ \$45,670 (forty-five thousand six hundred seventy dollars). Additional work, if required and approved, based on the following hourly rates:

Principle	\$155
Project engineer/manager	\$130
Engineer	\$115
Designer	\$ 90
Draftsperson	\$ 80
Administration	\$ 70

Payment Schedule is as follows:

- ◆ Initial payment \$9,000
- ◆ Balance upon selection of contractor

Acceptance

To serve as our agreement, you may sign and return a copy of this proposal or provide your purchase order that includes the herein described information. This document shall represent our total agreement and it supersedes any prior representations. Our understanding shall be construed under the laws of the State of Ohio.

Thank you for the opportunity to quote this work. Should you have any questions, please contact me.

Terms: Net 30, initial payment due upon receipt

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Co. _____

Signature _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the Specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon Strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Respectfully submitted,
Engineered Process Systems, LTD

Authorized

Signature Michael D. Spacek
Michael D. Spacek, PE
Director of Energy Services

Note: This proposal may be withdrawn by us if not accepted within thirty days of the above date.

RESOLUTION NO. 16-2022

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THREE (3) PROPOSALS AND ENTER INTO AN AGREEMENT WITH ENGINEERED PROCESS SYSTEMS, LTD FOR THE PROVISION OF ELECTRIC ENGINEERING AND PROJECT COORDINATION SERVICES TO BE PROVIDED TO THE CITY OF HURON RELATING TO THE HURON PUBLIC POWER EXPANSION PROJECT IN A COMBINED AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED FORTY AND 00/100 DOLLARS (\$121,940.00)

WHEREFORE, the City of Huron desires to expand its municipal electric power capabilities at Huron Public Power through the Huron Public Power Expansion Project; and

WHEREFORE, Engineered Process Systems, Ltd. (“EPS”) has provided three (3) separate proposals for the provision of engineering and project coordination services for specific phases of the Huron Public Power Expansion Project in the amounts of Forty-Five Thousand Six Hundred Seventy and 00/100 Dollars (\$45,670.00), Fifty-Eight Thousand Three Hundred Sixty and 00/100 Dollars (\$58,360.00); and Seventeen Thousand Nine Hundred Ten and 00/100 Dollars (\$17,910.00), for a combined total of One Hundred Twenty-One Thousand Nine Hundred Forty and 00/100 Dollars (\$121,940.00), which amounts reflect a reduced pricing structure if all three proposals are coordinated as a single item.

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

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Engineered Process Systems, Ltd., 205 Sprowl Road, P. O Box 471, Huron, OH 44839, for the provision of electrical engineering and project coordination services to the City of Huron relating to the Huron Public Power Expansion Project in an amount not to exceed One Hundred Twenty-One Thousand Nine Hundred Forty and 00/100 Dollars (\$121,940.00), which agreement shall 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. That this Resolution shall be in full force and effect from and immediately after its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____



TO: Mayor Artino and City Council
FROM: Matthew Lasko
RE: Motion appointing Huron City Council Members to Boards and Committees.
DATE: January 11, 2022

[Exhibit A Council Committee Appointments.docx](#)

EXHIBIT "A" TO 12/28/2021 AGENDA ITEM VII.c.

HURON CITY COUNCIL
2022 BOARD AND COMMITTEE APPOINTMENTS
FOR COUNCIL MEMBERS

PLANNING COMMISSION

Mark Claus

HURON JOINT RECREATION DISTRICT

Matt Grieves

FINANCE COMMITTEE

Monty Tapp

Mark Claus

Joel Hagy

SAFETY COMMITTEE

Matt Grieves

Monty Tapp

William Biddlecombe

HURON RESCUE SQUAD FUND

Monty Tapp

ERIE COUNTY COUNCIL OF GOVERNMENTS

Joe Dike

Monty Tapp

SCOTT CEMETERY BOARD

William Biddlecombe

VOLUNTEER FIREFIGHTER DEPENDENTS FUND

Monty Tapp

Sam Artino

ENTERPRISE ZONE COMMITTEE

Monty Tapp

Mark Claus

SEWER MONITORING COMMITTEE

Monty Tapp

Joe Dike

COUNTY MPO COMMITTEE

Monty Tapp

Joe Dike

HURON CHAMBER OF COMMERCE
Matt Grieves

AMP – OHIO ENVIRONMENTAL STEWARDSHIP COMMITTEE
Sam Artino

TAX INCENTIVE REVIEW COMMITTEE
Joel Hagy

REGIONAL WATER ADVISORY BOARD
Monty Tapp
Mark Claus

LIAISON TO THE SCHOOL BOARD
William Biddlecombe

UTILITIES COMMITTEE
Matt Grieves